

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Destiny Mitchell
Commissioner



Ingo Hoeppepner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON FRIDAY, JANUARY 16, 2026; 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. Ingo Hoeppepner, Commissioner
Hon. Chaz Glines, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. **DISCUSSION/ACTION/RE-ORGANIZATION: SELECTION OF A MAYOR & MAYOR PRO-TEM**

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. CONSENT CALENDAR

1. City Commission Special Workshop Minutes, December 10, 2025
2. City Commission Regular Minutes, December 17, 2025
3. December 2025 Accounts Payable

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 32 25/26 Budget Adjustment Request. Chief Financial Officer
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

G. NEW BUSINESS

1. Discussion/Action: Discussion regarding possible revision of Municipal Golf Course Fees. Ron Pacourek, Recreation/Golf Course Advisory Board Member
2. Discussion/Action: Approval of Purchase Requisitions over \$60,000. Jocelyn Holguin, Chief Financial Officer
3. Discussion/Update: 2026 Colonias Infrastructure Fund Application Cycle. Assistant City Manager Alvarez
4. Discussion/Action: SJOA Emergency Funding Appropriation Grant Agreement. Assistant City Manager Alvarez
5. Discussion/Action: Acceptance of the Water & Wastewater Cost of Service & Rate Design Study. City Manager Whitehead
6. Discussion/Action: Art in Public Places Selection Committee. Assistant City Manager Alvarez
7. Discussion/Action: Appointment of 2 Governing Body Board Members and 1 Alternate Member to serve on the Sierra Vista Hospital Joint Powers Commission (JPC). City Clerk Torres
8. Discussion/Action: Appointment of a Governing Body Board Member and 2 Alternate Board Member to serve on the South-Central Council of Governments Board (SCCOG). City Clerk Torres
9. Discussion/Action: Appointment of a Governing Body Board Member and an Alternate Board Member to serve on the Regional Planning Organization (RPO). City Clerk Torres
10. Discussion/Action: Appointment of a Governing Body Board Member to serve on the Sierra County Recreation & Tourism Advisory Board. City Clerk Torres
11. Discussion/Action: Appointment of a Governing Body Board Member to serve on the Jornada Resource Conservation & Development Council. City Clerk Torres
12. Discussion/Action: Request to advertise for a City Representative to serve a 2 year term on the Sierra Vista Hospital Governing Board. Mayor Hechler

H. EXECUTIVE SESSION

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

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

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

J. 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 JANUARY 28, 2026 AT 4:00 P.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: E.1

SUBJECT: City Commission Special Workshop Minutes, December 10, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 9, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-16-26

CITY COMMISSION SPECIAL MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, DECEMBER 10, 2025

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 5:30 P.M., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Angela A. Torres, City Clerk-Treasurer
Katy Martinez, Deputy Clerk
Tyler Knull, Code Enforcement Officer
Tara Manning, Animal Shelter Supervisor

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

2. APPROVAL OF AGENDA:

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

C. WORKSHOP:

1. Workshop regarding Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.

a. Staff Overview & Commission Comments.

City Manager Whitehead: Chief Tavizon and Officer Knull came to me sometime in June or July and talked about the need to update and enhance our Animal Control Ordinance.

I was pleased to find out that Tyler had spent considerable time drafting a proposal. We reviewed it in general terms to understand it, and I supported the staff's desire to move forward with this process, so we brought it to the Commission. In August, the Commission granted us the ability to publish the document in its original form. From August until December, we have taken this amount of time to keep the document in the public's eye with publication; we had it out for publication and if you'll remember, the ordinance requires a 15-day publication, so we're currently approaching 90-days. We had a public hearing at one of our Commission meetings, in which we took comments. From that meeting, we then generated two additional staff meetings where we took all those comments, we met with the full staff, members of the Commission, our attorney was able to join us at one, couldn't get to the other, but we brought all those ideas up, and as a group, we created the final document that you see in front of you. We presented that to the Commission at our first meeting in November and again asked for re-publication so we could meet the 15-day window with the new document. That's the document that you have in front of you. On the agenda, you'll see the old document with the red and green lines, and the final document is the actual draft as it is presented to be approved if it is approved by the Commission. With that, we will certainly let Tyler have a presentation, but we feel like we've given it a good effort. We've worked hard, taken public comment, and we took some outside comment from an attorney that came in and talked about the community cat program. We've found what we think is a reasonable consideration within that recommendation, in an attempt to solve that concern. We looked a lot at the livestock provision to try and make sure the document delineated between that and the need for agriculture in the agriculture community, so that we didn't misrepresent anyone. I think the document speaks for itself. With that, I'll stand for questions and Tyler can probably answer them a little bit better than I can, but that's the process we went through. Tonight's public hearing, obviously if we receive additional comments or items that we feel need some consideration, we have the ability to look at that and add them as amendments when we bring it back to the Commission for action next week.

Mayor Hechler: I'd like to add to that, if anybody is viewing this live, if anybody has any comments they would like to share with us, please contact one of your Commissioners, myself, or the City Clerk's office and get those comments to us, if you can before next Tuesday. We will get a printout of all the comments prior to our meeting so that we can review those as well.

Desiree Triste-Aragon, Best Friends Strategist: I'll try to make this brief and just give a bit of an overview of community cats from Best Friends Animal Society. Just a little bit of background about myself, I work as a strategist for Best Friends, I've been with them since 2012. I started with a pilot program at the Albuquerque shelter back in 2012. At the time, we were killing about 6,000-7,000 cats per year and had been doing that for years. Feral cats would come into the shelter, they would get sick, we didn't have any sort of outcomes for these animals, and then they would be euthanized. We started this pilot program in 2012 and were able to drastically reduce the euthanasia rates for those cats. In the years since, they've been able to maintain a 90% live release rate in Albuquerque, which is great to see, that these programs have now become a lot more normalized, particularly in New Mexico. Since then, I've gone on to help start up programs in

communities all across the country, probably about two dozen, in all sorts of different landscapes; both rural and urban areas. Community cats are my area of expertise, and I love talking about them, and answering questions about them. Just a quick overview on New Mexico, most New Mexican households are caring for pets. There are also a lot of people in the community that are caring for cats. They're feeding cats openly or hiding and feeding feral cats, we see that a lot, but we also want to be able to help people to do so responsibly. There are a lot of shelters that have now adopted community cat programs as a way to manage those cats that come into the shelters, including Albuquerque, Farmington, Aztec, Clovis, all over the state we are seeing a lot of these programs become a lot more normalized. Over the past year, Best Friends has made several investments to support Truth or Consequences. This includes direct funding for the shelter, for staff training, attendance at national animal welfare conferences, as well as stipends to support adoptions and medical care for the animals in the shelter. We've provided funding to several local rescues to help increase transfer capacity and also to reduce shelter crowding. For Best Friends, ourselves, we've transferred about 80 animals to our facility in southern Utah. When they're there, they receive medical care, behavior support, and adoption opportunities. I do want to commend the staff at the shelter and their leadership for reaching a major milestone this year, they're now saving over 90% of the animals in their care and are achieving what we call no-kill status. It's a tremendous achievement and it also really shows the hard work, both from that team, and also the community support. In order to continue to build on this momentum, as you revise and continue to update these ordinances, we really do encourage you to consider adding community cat protections. This would also help support public health and also keep more animals out of your shelter. We've traditionally used a dog model in animal sheltering with how we deal with cats, and what we've learned over the last several years is that cats really need to be treated differently. We don't want to take that dog model and apply it to cats. One of the things I really like about community cat programs is if you love cats, or if you loathe cats, the community cat programs will work for you. It's not just for people who love cats. It's also for people who see them as nuisances, there are ways to mitigate that nuisance, and there are ways to address those issues within a community cat program. Why community cat programs? Simply stated, what it is, it's a common sense, cost-effective solution for controlling free-roaming cat populations by preventing additional births, instead of trying to house, feed, and either adopt or euthanize cats. Based on what's come in for 2025, about 180 stray cats have come in so far. That includes cats of all ages, assuming at least half of those cats would have been eligible for a community cat program, which would have freed up a lot of housing within the shelter, and also help to address nuisance calls that can sometimes come in with those cats. One of the things that we saw in Albuquerque, too, that I should mention, was kind of an unexpected benefit, we saw a reduction in dead-on-arrival calls. That was a nice benefit that we saw, there were less cats that were intact, so they weren't free roaming, looking for girlfriends, and were less likely to get hit by a car. So, it wasn't something that we were expecting, but sometimes we get those additional benefits, which is nice. Regarding CCP eligibility, I think a lot of times people get worried that we are really seeing cats that don't know where they're going or they're somebody's pet cat. That is not what this is. These are for stray cats that come in that do not have any sort of ownership. They're not microchipped, they don't have a collar, these are not your hoarding cases or your

confiscate cats. With these programs, it frees up resources to be able to deal with those cats that aren't eligible, like hoarding cases or neonate kittens. Cats that come in, they're healthy, they're old enough to receive a rabies vaccine, so no small kittens, and if they meet those criteria and you have a good location for them to go back, you have an address that was provided at intake, those cats would qualify. So, then they'd be fixed, vaccinated, they'd be given an ear tip as a sign that they have been sterilized, and then they'd be returned right back to the location that they came from. Temperament is not an issue for these cats, they can be friendly or they can be feral. If they're a friendly cat, someone in that community has made them friendly. Someone is out there feeding them. That would be the time when you do a little bit of community outreach, find out if these cats are causing a problem for somebody, if somebody is frustrated with these cats, etc. Going out and talking to your neighbors and finding out a little bit more about where these cats come from, because there's usually not just one, there are usually more than one. I've always considered those our red-flag cats. If I know that there is one unaltered cat coming from this house, let's do a little bit of digging and detective work, and try to find out where the rest of the cats are, who is feeding them, and can we get those cats sterilized to prevent litters from coming into the shelter in the future? It would be a benefit down the road, not just those immediate cats. I have a picture here from about 10 years ago, we started a program in Osceola County in Florida. People were really happy to get their cats back. This was a friendly cat that this lady was feeding. People care for these cats as if they were their own, they're just very loosely owned by definition, and people were happy to get them back. But this way, they can now continue to feed them responsibly. They're not just pouring out a 40 pound bag of cat food, it's part of that education piece of, let's show you how to become a good community cat caregiver, and work with your neighbors and make sure that if you see a cat that comes in that doesn't have an ear tip, let's go ahead and get that cat fixed. There are quite a few benefits for community cats, not even just at the shelter level, we talked about that a little bit with reducing crowding and housing in the shelter, but it also provides a public health benefit with making sure that the cats that are going back out have a rabies vaccine. They're coming into the shelter and may have had no veterinary care prior. This way, they're now getting vaccinated, which helps to stabilize and reduce that population so these cats are not continuing to have litter after litter. And then again, freeing up resources at a municipal level. The shelter staff can now spend time focused on dog nuisance calls, loose dogs, barking dogs, instead of dealing with cats at the shelter. Also, less cats means less wildlife that is impacted. That's another benefit as well. Like I mentioned earlier, if you love cats or if you loathe cats, this is why this program is good. We're trying to reduce that population of cats. We're not adding more to the population. Over time, we're going to reduce the number of cats that are in the community. I do have some example fliers. When we were starting these programs, we had some door hangers as well as fliers, so we would see that red flag cat in the neighborhood when we were putting him back, and we would go ahead and knock on a few doors in that neighborhood, put fliers in English and Spanish to give people resources for if they're seeing stray cats in their neighborhood, how they can go about getting them fixed. It is just being able to address those needs at a community level that may not have been addressed prior. If somebody is frustrated with cats, they're like, "Hey this cats in my yard, he's digging in my garden, he's making a mess." Are there deterrents and are there humane alternatives that we can use to keep

this cat out of somebody's yard? I think I's just about being able to have more community discussions around cats, versus just, "Okay we're going to take this cat and we won't ever have another discussion again." It's really just about opening up communication lines with our neighbors. Community cat programs are really a nationally accepted way on how we deal with feral and community cats at a shelter level. The [National Animal Care and Control Association](#) believes that "indiscriminate pick up or admission of healthy, free-roaming cats, regardless of temperament, for any purpose other than trap, neuter, return, or shelter, neuter, return, fails to serve commonly held goals of community animal management and protection programs and, as such, is a misuse of time and public funds and should be avoided." Just for my last slide, I wanted to, again, share more resources from both the National Animal Care Association, as well as Best Friends, we offer training and all sorts of different deterrents and how to start these programs, whether it's templates for things like fliers, staff training, or just going out and talking to the community about what these programs entail, we want to be able to support you as well in starting these programs in Truth or Consequences.

Commissioner Fahl: Thank you for adding that information to what we've heard.

Mayor Hechler: Mr. Knull, do you want to give your overview?

Code Enforcement Officer Knull: As far as the community cat programs go, we have implemented what we feel is something that will work for the community. Emphasizing the fact that what we have right now doesn't currently work for us, why not try something different? This will be a much better use of public funds, as stated by Best Friends and the National Animal Care and Control Association. We should try a different way and hopefully reduce the amount of nuisance calls we get for cats. Not so much in the winter, but especially in the summer, that's probably half of our workload is handling nuisance cat calls. As well as, unexpectedly, DOA calls for dead cats on the side of the road. So if we can reduce both of those calls, that frees up time for us to be doing more proactive enforcement, and hopefully reducing our feral cat population.

Commissioner Fahl: When this was first presented to us, I reviewed the entire document, and I sent my four pages of comments to the city staff and discussed some of them at the Commission meeting. This version we're looking at now, I don't feel that most of my concerns were addressed, nor my questions answered. That's all I'm going to say.

Mayor Hechler: Do you have any specifics?

Commissioner Fahl: Four pages of specifics. I had real questions and I don't feel, what of course was a livestock option, I don't believe you addressed it in a way that I think suits our community. I can understand the city's position on trying to take care of our residents, but I don't agree with it wholeheartedly, any of that section. There was a lot of just odd things in there that I didn't understand, like the length of a leash that you wanted them on, how did you come to that length? Why 6 foot or 8 foot or 12 foot? I have the page numbers in here, but you have them, and as I said, I don't believe you addressed any of my concerns in this version we're looking at now.

Mayor Hechler: Well we did have two workshops that we did attend with the city, and I think we were all invited. I was there.

Commissioner Fahl: Regardless, I don't –

Mayor Hechler: And you sent your comments to the manager?

Commissioner Fahl: Yes.

City Manager Whitehead: The comments came. I received those comments. I'll look through those comments.

Mayor Pro-Tem Forrister: Maybe not necessarily go page by page for four pages, but can we look at those sections that Commissioner Fahl had concerns about?

Mayor Hechler: The livestock section?

Mayor Pro-Tem Forrister: No, just her section, whichever ones she had, I know we don't have time to go over her four pages, but can we go over some of those questions?

Commissioner Fahl: I'll ask some of those questions. Under Section 3-10, it's now section 3-10 in this version, I notice that it says – there are timelines that we put in there which are confusing to me because I don't see how we have any bearing on when the court will schedule hearings and it says, "the court will schedule a hearing hopefully within 10 days" but we're not in control of any of those items. Section 3-11, Disposition of Seized Animals, item G, it may not be the correct item because this is from the first version, but it's talking about livestock and lists the number of species, the problem is that quail is listed in here, and as far as I've ever heard of, quail has never been designated anything other than wildlife, so I don't understand why that's even in there.

Code Enforcement Officer Knull: Anything that refers to livestock is based off the state livestock code. That's all taken from the state livestock code.

Commissioner Fahl: Quail is listed as livestock?

Code Enforcement Officer Knull: Yes, it is considered poultry.

Mayor Hechler: There are domestic quail, in fact my father in law used to raise them.

Commissioner Fahl: That would be fowl not livestock. I just thought that definition was –

Code Enforcement Officer Knull: Yeah, it is just taken from the state livestock code. As far as timelines, to answer your question on Section 3-10, to an extent, no we don't have a bearing on when the courts schedule hearings. However, the moment that someone is cited in a court, a timeline begins counting down, and after 10 days, cases can start being

thrown out for lack of due process and right to a speedy trial. So that goes in line with someone's right to a fair and speedy trial.

Commissioner Fahl: Well some of those could maybe be explained to the general public, I just think it's – Okay, under Restraint of Animals, I think it's Section 3.70, item B subsection E, why is an invisible fence not an acceptable form of restraint?

Code Enforcement Officer Knull: We determined that for multiple reasons. We do have people that utilize invisible fences, and actually, Ledy with Best Friends brought this up, stating that some subdivisions don't allow physical fences and such. None of our subdivisions currently prohibit the use of fences or anything like that. What we've actually found out is that things like electronic leashes and invisible fences are not a great form of restraint because it may keep your dog in, but it doesn't protect your dog from other animals coming in and causing fights or things like that, dogs running at large. What we've also found out is that people have a tendency to forget to change the batteries out, so it may not work if that happens. Some are very limited when it comes to distance, so when a dog gets a block away from the house, it stops sending out signals and it no longer works properly. We just figured, in the interest of general safety, it's not the best way to do things. We have aggressive dogs that currently have shock collars that people utilize. When a dog has that adrenaline rush when it's chasing a car, a person, or another animal, it may not respond to a beep, a shock, or a vibration. We just agreed that in the interest of public safety, it's not the best idea to be using that as the only form of restraint.

Commissioner Fahl: I'm not going to read these all again. Do you know what they are?

City Manager Whitehead: Yeah.

Commissioner Fahl: But I had a lot.

Mayor Pro-Tem Forrister: I have two concerns I'd like to address. I did attend one of the meetings, so I got to see some of my stuff get changed in here. I talked about the microchip. It was 3.74 but it's not on there, it's up top again.

Code Enforcement Officer Knull: 3-69, page 21. For microchipping and licensing. Looks like page 91 in your packet.

Mayor Pro-Tem Forrister: This is a concern of mine. I understand it would be a good thing to have for locating animals, but again, are we forcing people to pay out of pocket to microchip?

Code Enforcement Officer Knull: No. With this, the way that it reads is that you will have the option to continue getting an animal license the way that is currently active: going to the Clerk's office, paying the licensing fee, etc. But this new way would offer you the ability to go to a free microchipping event, go through any microchipping company you want, however you want to do it, and then if you provide the microchip number, as well as your

contact information with the Clerk's office, they will approve you for a lifetime animal license.

Mayor Pro-Tem Forrister: Alright, sorry that was on this final one and I was looking at our old version. It's hard to go between the versions. Alright, I better look at the new livestock section before I open up another can of worms.

Commissioner Fahl: While you're looking that up, I'll ask another question.

Mayor Pro-Tem Forrister: Okay, where is the livestock one on the new document?

Code Enforcement Officer Knull: You're probably going to be looking under Prohibited Acts, let me see if I can find it for you.

Mayor Pro-Tem Forrister: Animals Running At Large and Livestock Running At Large, okay I've got it. Page 95 in the packet.

Code Enforcement Officer Knull: Yes exactly.

Commissioner Fahl: Under Sale of Animals, I wrote down the first section so I don't know where it's at now, but it says, that no one is allowed to sell or give away animals even in public or on their property without a business license. That's abbreviated from how it's actually written. My concern is that there are kids that have puppies, so why is it that they have to have a license when kids have puppies and they're trying to give them away so they don't have them, they're not in the shelter, they're trying to take care of their puppies, but they're kids and they don't have a business license. Or say I have a litter of puppies and I put it on Sierra County Square that I have a bunch of kittens and I want to give them away. I don't see the purpose of requiring them to have a business license because they're not going to have one. But they're finding a way to take care of their animals without taking them to the shelter. So why are we forcing them to do that?

City Clerk Torres: Wasn't it only if you're going to keep them permanently?

Commissioner Fahl: That's not what it says.

Code Enforcement Officer Knull: So if you're referring to Section 3-95, page 28 if you're looking at my copy. We haven't actually changed that based on what our current code states. Our current code states that "No person shall display, sell, offer, barter, giveaway or otherwise dispose of any animal upon any street, sidewalk, public park, or private business unless said business is properly licensed or such a person is acting on behalf of the animal shelter." That's the only thing that we changed, is, "Unless they're acting on behalf of the animal shelter."

Commissioner Fahl: Why is it in there in the first place?

City Clerk Torres: I think for the sale of animals, that goes with our business license, because if you sell anything within the city limits, legally, you have to have a business license.

Mayor Pro-Tem Forrister: What if they're giving it away?

Code Enforcement Officer Knull: They can give it away. This doesn't prohibit you from giving away an animal, it says, "You are prohibited from giving it away in a public place."

Commissioner Fahl: On their sidewalk. So if they're in front of their house, it says, "public park or private business on any street, sidewalk" so they could be in front of their house, giving away their puppies.

Code Enforcement Officer Knull: As long as they're on their property, they're good. The sidewalk is public property and they would need a business license.

City Clerk Torres: But it says, "for sale" though, it's not –

Commissioner Fahl: It says "give away"

Code Enforcement Officer Knull: Yes, it does also say give away. But this is specifically on public property.

Commissioner Fahl: I know it's already – why are we making them do that? What is the purpose of that?

Code Enforcement Officer Knull: That goes in line with our business license sections.

Commissioner Fahl: But if it's a kid giving away his puppies, he's not going to have a business license.

Mayor Pro-Tem Forrister: Because Jo Schmoe jumped the fence, knocked up their dog. So if they called you, Tara, and said, "We have a litter of puppies. What do we do with them? We want to give them away." What would you tell them?

Tara Manning, Animal Shelter Supervisor: We'd tell them to put them on Facebook and find a new home for them that way instead of coming to the shelter. But we tell people to do it responsibly and usually not ask for money for them because they're going out not fixed, not vaccinated, no microchip, nothing.

City Clerk Torres: So do you want us to just take out that portion where it says "give away"?

Commissioner Fahl: Right, because I mean we're punishing people, so we're violating – some kid's giving these puppies away. He's standing on the sidewalk because people are going to drive by –

Mayor Hechler: Let's get away from kids, because kids do what their parents ask them to do. It's not the kid going out – If you make contact, you've got to make contact with the kid's parents to talk.

Commissioner Fahl: Why are we making them pay a business license fee to try and not have animals in the shelter?

City Clerk Torres: I think we could amend it to where it just says that they can't sell them because that's what this section is, Sale of Animals, so we could just take out the portion where it says "give away" I don't think –

Code Enforcement Officer Knull: Give away is really meant to say, you can't give it away as a prize or something like that. That's really where this comes from, that's what the intent of this is. You'll see in Section C of that part, it says, "No person shall authorize as a premium prize, award, novelty, or incentive to purchase merchandise of any live animal."

Commissioner Fahl: What if the 4H Club does it? They've done it in the past.

Code Enforcement Officer Knull: They're properly licensed to do so. In most cases, they've gone through the proper licensing process, or they're following state livestock codes. Livestock is completely separate from this. The intent of this is –

Commissioner Fahl: The intent and what it says are not the same.

Mayor Pro-Tem Forrister: I think we have to take "give away" out because if they call our shelter, and our shelter says they should try to give them away, let's just take that out of there, regardless of what the intent is, in my mind. It says give away, let's take give away out and then people are free to give their animals away because something happened, and hopefully they are working with the animal shelter in that time to get their animals fixed so that does not continue to happen. That's my recommendation.

Code Enforcement Officer Knull: And it also just prohibits people from going to Ralph Edwards Park with a box of puppies saying, "Take these, take these." I think that was also part of it. This, again, still just follows –

Mayor Pro-Tem Forrister: That's a great way to give away puppies.

Code Enforcement Officer Knull: And I understand that, this goes with what our current code states, I really didn't change it much more than adding "unless they're acting on behalf of the animal shelter"

Mayor Pro-Tem Forrister: Would that suffice, Commissioner Fahl? If we took out "give away"? Let's let these people give away their puppies.

Commissioner Fahl: Yeah, let's let them give them away.

Mayor Pro-Tem Forrister: Okay, perfect.

Mayor Hechler: So I don't want to encourage people to go to Ralph Edwards Park and give away their puppies.

Mayor Pro-Tem Forrister: Why?

Mayor Hechler: Because you're giving away unvaccinated, unsterilized dogs, and you're taking them out in public. Isn't our objective here to try and control the animal population?

Commissioner Fahl: If we don't do that, they're just going to dump them.

Mayor Pro-Tem Forrister: They're going to dump them and they'll end up there. So, they're trying to get them a good home, and our hope at that point is that the people that take those dogs for free, then go and give them a good home, and vaccinate, register them, fix them, and move on. If we say that they're going to get fined for giving away these animals.

Commissioner Fahl: They'll go dump them anyway.

Mayor Pro-Tem Forrister: That's a good place to go sit at Walmart or the park and give away puppies.

Mayor Hechler: Okay, Walmart is not public property.

Mayor Pro-Tem Forrister: I guess that's true.

Commissioner Fahl: The sidewalk is.

Mayor Hechler: Walmart is private property.

City Clerk Torres: Could Tara maybe give us some input on this?

Mayor Hechler: Yes, what is your recommendation?

Tara Manning, Animal Shelter Supervisor: That's a difficult one. I have puppies dumped all the time. We are currently expecting our 20th dumped litter in tomorrow. They average anywhere from hours old. Angela can tell you, one of her puppies she has from me, we got in the shelter when it was four hours old. So as far as getting rid of them or selling them, people are dumping hour-old puppies. We had a litter in a few months ago that were 7 days old and needed to be bottle fed. We couldn't find fosters, and sadly we lost two of them. So, it's not so much of giving away or selling them, as it is people getting their animals fixed to prevent unwanted litters because as soon as the puppies are born, they're throwing them in a box and they're throwing them on the side of the road. I don't

really think it matters too much as far as age of the puppies, because they're still getting dumped and still coming into my building.

Mayor Pro-Tem Forrister: What's your recommendation?

Tara Manning, Animal Shelter Supervisor: Get everybody fixed and don't bring unwanted puppies into the world.

City Attorney Rubin: It sounds like you're advocating that we should give them away. You're saying that people are bringing them into you, and this is how things are conducted.

Tara Manning, Animal Shelter Supervisor: I think they should just be rehoming their pets for no cost. In reality, most of the dogs that are coming in or are strays, a good number of them are not fixed whatsoever. In my opinion, if it were me and I was in a situation like that, I would give it to somebody that was a good home, in the hopes that they would get it fixed and vaccinated, because that's the overall issue. I think people should just rehome them.

Mayor Pro-Tem Forrister: So, then we are hearing that you think giving away needs to be an okay thing. Now, do we allow them to do it in a public place?

Mayor Hechler: I can just see puppies being in Ralph Edwards Park every weekend, somebody just giving them away, I don't know if that's what we want.

Tara Manning, Animal Shelter Supervisor: My fear with giving them away in a public place is that most of the puppies end up getting parvo. OJ can probably tell you, he probably has never gone out to that grass and has never sprayed bleach or disinfectant to kill parvo on that grass. So if you have puppies out there that have never had vaccines, or their first set of vaccines, their chances of getting parvo, getting sick, and coming into my shelter when they're on the verge of death and trying to nurse them back to health, is really big. So that's my big thing as far as public places go, because I'm sure OJ doesn't want to buy a ton of bleach and spray all the grass everywhere and kill it. That's kind of the only way to kill it, is with bleach. As far as public places, I say no because of the exposure to illnesses that are out there.

Mayor Pro-Tem Forrister: They're just going to go dump them at Ralph Edwards anyways.

Tara Manning, Animal Shelter Supervisor: They're going to dump them no matter what.

Mayor Hechler: I don't even care if they're on their sidewalk in front of their house, that's fine. But I don't want to encourage people to go to a public place like a park and give puppies away. I think that invites problems.

Commissioner Fahl: He said it's been in there this whole time. It's always been in there and that hasn't been an issue before, so I'm saying we should take out the "give away", I

mean, if they're selling it they're trying to make a profit, but if they're trying to give it away, they don't need a license to give it away. It's going to happen regardless, but –

Mayor Pro-Tem Forrister: Yeah, like she said, it's going to happen. I don't think, whatever you guys think, I don't care.

Commissioner Fahl: Alright, we'll move on.

Mayor Pro-Tem Forrister: Livestock Running at Large, I like this version a lot better than we have seen in the past, but I do have a concern with it saying "regardless of livestock's origination" I just think that under that language, someone could be fined if their fences were cut, if it was damaged by a tree, if somebody hit a fence, if a dog ran animals through. I think it creates some issues for our kids during 4H and fair week. We have lots of animals being housed at the Fair Grounds, and they get out. Under that wording, those kids and those families could be at risk for criminal penalties for just an accident. I just want us to keep in mind that we are an ag community and even with the best fencing, things happen, and animals are animals. I want to avoid a single unavoidable event that could really hurt one of our 4H families. My recommendation would be to change it to be more along the lines of, "livestock owners shall not knowingly or negligently allow animals to run at large. Incidents caused by weather, vandalism, equipment failure, or circumstances outside the owner's control shall not be subject to prosecution." I think that would protect public safety without harming the responsible ranchers and the 4H kids.

Code Enforcement Officer Knull: I agree with you to an extent. I think just removing "regardless of origination" would still leave that same penalty. That might be a little bit of a weird sentence, specifically. I don't think we should put the exception of equipment failure or things like that. We can take that on a case by case basis as each officer sees fit. I think if we were to add in equipment failure and things like that, people could say, "Well I had an equipment failure." And we'd have to start doing the same thing with dogs and cats. I completely understand where you're coming from, and we do take livestock into account differently, as I explained to you, in my three years of working at the department, we've never issued a citation for livestock running at large aside from one specific incident where this lady had a goat and she was completely not taking care of the situation that needed to be addressed. I think we can maybe adjust it, but we may have to be careful in how we do it because we'd end up having to change our Animals Running at Large ordinance as well, just to make sure.

Mayor Pro-Tem Forrister: I understand, and right now we are sitting here, you guys are sitting there, but that's not always going to be the case, I know that it can change, but I want us to remember to really take into consideration that I know we can do more than the state, but this is the backbone of it being a fence-out state. We really need to be careful about which side of the fence we're falling on there.

Mayor Hechler: I agree, and I hope we focus on habitual problems, not single instances. You've done a pretty good job of that so far.

Commissioner Fahl: As Amanda said, you haven't done it, but these people will change. Since it's in there, then it could happen to where if the guy had a bad day, he could write him up. Again, we need to remember where we're from. We know who the permittee is across the street, but what if you had said, "regardless of the livestock's origination." You know, sometimes they get out. I remember Cody Cumming's on Interstate 25. They get out, and they can go a long way, so then we're punishing somebody because they get out and I don't want us to be that community.

Code Enforcement Officer Knull: Regardless of if we have "regardless of origination", if they're in city limits, it's still a violation regardless of where they came from. I think it's also important to remember that when we issue a citation or a violation for any section in here, it's not a criminal penalty. It is a civil penalty. You are not subject to criminal penalties. So you go to court, if you feel like anything the officer did was wrong, and you can contest it in court, and the judge can decide if it was excessive or not. The burden of proof is now on us to determine that this was actually a violation of our ordinance to take you to court, and if someone can prove in court that this was due to an equipment failure, someone cutting a fence or something like that, then it would most likely be dismissed and if they can prove that to us, even on the scene, we don't even cite for it. But again, I get completely where you guys are coming from.

Mayor Pro-Tem Forrister: And that's why I think it should say something in there about negligence because if when it goes to court, and they are negligent, that would be something also for the city to use on your behalf. You could say that this is negligence, because they are not taking care of that. But it doesn't say that under there, so it could be a one-time thing happening right here.

Code Enforcement Officer Knull: So I have some things turning in my head, I'll just kind of read this out to you, and you tell me what you think of it. I would adjust it to say, "It's unlawful for owners of livestock to negligently allow or permit livestock to run at large on any public or private property, public street, public alley, public sidewalk, private or public vacant lot, or private property without permission of the owner thereof within city limits." And then just leave it at that.

Mayor Pro-Tem Forrister: I think that is getting closer to what I envisioned.

Code Enforcement Officer Knull: And then it specifically is stating "negligently allowing it" and, of course, on a case-by-case basis.

Mayor Pro-Tem Forrister: Yeah, instead of saying unlawful, I would say negligence.

City Manager Whitehead: I would also add, as you think and deliberate through this, don't think of the specifics as much as the potential nuisance that Animal Control has to go through in multiple times. Again, just to be fair, it is a fence-out state, we get all those rules, and we do want to call the permittee, we went through this. But if I'm doing that and the animals are running through my neighbor's yard and they're tearing it up and eating it, and I put the fence up, at what point does it become a nuisance and we need some

tool to say, "We've asked you enough times." So think about that. Even with the electric fence, like why is an electronic fence not considered a leash? It's not about us going out and looking to see if you have it, it's when your animal continuously gets out, you really can't say to us, "I have an electric fence and that qualifies." No, you've become a nuisance and now we need the ability to go give them a tool. So we have to make sure the language keeps those doors open to say, "We've done as much as we can, we've given you as many opportunities to move the goat, the cow, the pig, keep the dog in the yard, and now we have to take a step forward." And it is as Tyler said, we went through that.

Mayor Pro-Tem Forrister: Nuisance isn't in there, and that would be a good thing, too. I just want to be very careful because as it reads right now, "regardless of origination", a goat could get out at the fair and you're not in that seat, chief's not in his, and we have an officer, at their discretion, who wants to write that family a ticket because their animal is running at large. So that's where I want to be.

Code Enforcement Officer Knull: Yeah, sure.

City Manager Whitehead: Yeah.

City Attorney Rubin: I had a question, actually, something that Officer Knull just said, you were saying a moment ago that a violation of this section is not a criminal offense or something? I missed what you said.

Code Enforcement Officer Knull: Yeah, so it's not considered criminal, which is why, under the state statute, Animal Control Officers and Code Enforcement Officers are able to enforce. If it was criminal, it would have to be a certified peace officer to be able to enforce it, according to state law. Ordinance generally is civil unless it's otherwise specified. Chapter 8 of our code of ordinances is actually criminal code, and a few of our ordinances do match what criminal statutes say, but this is more civil, and that's kind of how the judge treats it. So, we actually have the burden of proof of the preponderance of evidence, rather than beyond a reasonable doubt, as you would in a criminal case.

City Attorney Rubin: Okay, that's what I'm trying to understand, because I'm looking at 3-144. That's the penalty provision, but that only pertains to a violation of section 3-139 through 3-143.

Code Enforcement Officer Knull: You're looking at which one, again? I'm sorry.

City Attorney Rubin: Page 40, section 3-144, Penalties.

Code Enforcement Officer Knull: This is specific penalties for dangerous dogs, and violations of our dangerous dog permits.

City Attorney Rubin: I'm looking at "any person who violates any of the provisions of this chapter shall be deemed guilty of a misdemeanor and may be punished by a fine of \$25 and not exceeding \$200.00 and/or imprisonment for a period not exceeding ninety (90)

days". I think you would have to enforce this with a citation in magistrate court, which would treat this as a criminal matter, wouldn't it?

Code Enforcement Officer Knull: So, the judge really does treat it as sort of a criminal matter, and he does hold it to the standard of beyond a reasonable doubt, and that's normally the standard we go off of anyways, before we try to take anything to court. It's just a better way to do things. However, in municipal court, it was treated completely civilly. That would give us the ability, for this, to handle things administratively outside of court. That's why the town of Edgewood, for example, for their nuisance rules, they're allowed to take it through an administrative hearing officer. We could do the same thing because it's not criminal. It could be quasi-judicial, it doesn't necessarily have to be judicial.

City Attorney Rubin: Well alright, the fact that you used the word misdemeanor... I guess the word misdemeanor denotes that we're talking about a criminal matter.

Code Enforcement Officer Knull: And I get where you're coming from, but the judge has explained the reason we are enforcing what we enforce is because it's civil because people bring up in court, they are worried they're being treated like a criminal and the judge says that it is a civil penalty, same as a traffic ticket.

City Attorney Rubin: I would have drawn a different conclusion from what I'm reading here. But if the judge wants us to treat it that way, then alright.

City Manager Whitehead: There were also provisions that the chief pointed out that had to be treated as criminal code. Those are delineated, like the vicious animal and those things which go beyond and would require a law enforcement officer to address it. We discussed that with the chief present and made those corrections. I won't go any further than that.

b. Public Input. (5-minute rule applies)

Sharon Luna: Thank you for listening to me, I just want to thank Mayor Pro-Tem Forrister and Commissioner Fahl for addressing the livestock. I don't live in the city of Truth or Consequences, but we do show at the fair. We have plenty of people that come in for rodeos, for livestock schools, and this could be really detrimental and make a big impact on it. It could also impact hotels, people coming in. What I see when I look at this is that you're trying to bash the livestock community, and we don't want that. I totally understand the nuisance, and if it's a nuisance let's do it. What kind of scares me are the words "intent" "kind of" "most likely" that, to me, is on the same level as "assume" and you know what happens when you assume. Just like Mayor Pro-Tem Forrister said, just because right now they're treating them like that, that doesn't mean that tomorrow it will be the same way. If it's in black and white, it can't change. I caution you to use those strong words.

Katherine Skinner: I live at 785 West 6th Avenue in Truth or Consequences. Thank you to the animal control officer and the city manager for all the work you've done on this, for all the work you continue to do. Thank you to Best Friends, I wasn't aware of your organization, but I did do some research prior to coming in here. I am coming late to the party, I didn't realize there had been so much discussion ahead of time, so thank you to the citizens for putting the word out that caught my attention here. I did try and read all three versions that I could find, but I could be confused as to which version we're working on. There were a lot of words. I have no problem, I will mainly speak about pets because that is my major problem as a resident and as a gardener, is stray cats, and free ranging domestic cats. I have never seen any with tipped ears, so I can't speak to them actually being community cats. I have no problem with domestic house cats. In the past, I've had very close friendships with people who are really feline lovers and cat lovers, and I've lived very closely with domestic cats. I don't have any pets, myself, right now, but I do have a lot of neighborhood animals that enter my property without permission. My concern is really with the free ranging strays or community cats. The trap, neuter, release solution, which I don't completely understand, even after your very good presentation, especially the line "Less cats = less wildlife depredation", that I have a bit of a problem with because one cat can kill one endangered species of birds, and we're on a migratory bird path. I do have a problem with that, and with the use of the word "humane" but who's speaking for the humane treatment of wild birds, lizards, insects, or any other critters? I would say that the whole leaning toward the domestic cats solution of free ranging community cats is speciesism. All living beings are a manifestation of love, and I don't have a solution, but I am worried about free ranging community cats in this very fragile desert ecosystem on a migratory bird path. I'm also worried – I did put this question to an environmental lawyer associate of mine, but I haven't had a response, I think they're very busy with a case right now, about how this would impact the international migratory bird treaty act of 1918, but it's been amended many times since. My second choice for an expert was a wildlife biologist who has an extensive background in field work with problem animals. Their response was that free ranging community cats are a real problem. There isn't a very good solution in a semi-rural area such as this, we're not an urban area where I can understand the community cat program, we are very rural, very fragile. There are all kind of lizards and things that are also threatened by free ranging cats. I come out and see a massacre in my garden after about 45 minutes, so I'll just go quickly into the other heading. I am concerned about the vectors for disease because the food that's put out for free ranging cats also attracts skunks and foxes, which is then the rabid animal thing. I know we have rabies in Sierra County, I know that skunks are attracted to cat food, but I don't know exactly how the community cat feeding works. There's a lot that I don't know. I applaud you for wanting to do something humane, but as a gardener, and as a resident, the trespassing of cats in my yard, and all of them seem to be domestic, is really problematic. Thank you for your time. I would like to add one thing to Commissioner Fahl's point, who wanted to talk about giving away free cats. Angela Torres will know how many times the farmer's market uses Ralph Edwards Park. I'm a Farmer's Market vendor, we regularly clash with people – meaning very, very often, and I used to volunteer in an assistant manager position – we regularly clash with people giving away free animals because that violates the Farmer's Market regulations. But people turn up because it's Ralph Edwards Park, and as our mayor has said, it's a public place and they turn up with

a box of kittens on their bicycle. I would say we very, very regularly, and I'm there on Saturday mornings to witness the conflict it is causing in our community. Some of them don't look very well cared for, and I must admit, I've never seen kids doing it.

Mayor Hechler: Thank you, folks, for the very valuable input. We've taken notes, and we will have minutes. We will do our final draft on the 17th, we will have one more public hearing. If there are any more comments to be had, please submit them as I indicated earlier. One thing I know about this community is that we care about our animals. We want to make sure that we take care of them as much as we can, give people the tools that they need to take care of them, and we give our Animal Control officers the tools they need to enforce our laws and regulations in a way that works with society and a way that works with us. I think we have some pretty level-headed folks that work for us all the way around, we're not overzealous when we deal with these things, I think it's important to communicate and get the word out, and I think we accomplish those things when we do those things.

City Clerk Torres: I did have Majorie Powey call my office today, she said she wasn't going to be able to attend, but she did like the community cat program, and she's glad that we added it to our draft. I just wanted to make that part of the record.

Mayor Hechler: Interestingly enough, I remember talking about the community cat program several years ago, and it wasn't as well-received back then as it is now. It was misunderstood back then a lot more than now. I'm hoping that if we adopt it this way, that the result would be that we have less cats. If we trap the cats, we bring them in, sterilize them, and they're reintroduced back to where they were, but they don't get to propagate. When that happens, we have less cats, and that's the end goal here. So, I'm hoping that part of it works, and I know it's worked in other communities, perhaps it will work in ours, but we will figure that out after the 17th if we pass it.

Mayor Pro-Tem Forrister: On the community cat program, after Ms. Skinner's comments, I think it would be wise of us to maybe talk to our local game and fish, and see what their thoughts are, because if people are putting out food, she is right. We are going to have tons of skunks, raccoons, and bears. I think let's see what their thoughts on it are, because that's who we have to call once those animals are here, and if we have tons of food going out for community cats, that might be problematic.

Code Enforcement Officer Knull: Right, and just to help address some concerns, as far as the concerns go on disease and things like that, it's not going to be considered a community cat by definition with our ordinance, unless it is vaccinated for multiple different things, not just rabies, but feline HIV, things like that. It has to be fully vaccinated, fully sterilized, and ear-tipped before it's considered a community cat. We won't have the risk of them spreading diseases or things like that. We do have provisions that constitute what a community cat nuisance is, so if you're feeding and it's attracting other animals, that constitutes a community cat nuisance, and you can be held accountable and we could tell you, you need to adjust how you feed the community cats that you take care of. Those

are things that we are currently working on, but we will work with Game & Fish as we always do and see what they recommend to mitigate some of those issues regarding extra wildlife coming in and eating this cat food.

Mayor Pro-Tem Forrister: It might be provisions on where we allow this community cat program – I mean, we probably don't want that to happen down at rodeo arena where we already have – how many times do game and fish have to go out there and trap skunks and raccoons, and things coming in that we don't want to continue to attract. Maybe here in town, we could have community cats because it's not as rural. I don't know, just something to ask about where they're seeing the most problems with skunks and raccoons and things like that.

City Manager Whitehead: The ordinance is not advocating, necessarily, that we are the ones doing the community cat program. It just opens the door to allow someone to do that, but they have to follow the provisions to do so, they would say, "We've caught this cat, we want to release it back." And we would have them follow all the steps, then they can do so. Otherwise, we will continue along the same path we are now, so that if we capture cats, our shelter will continue to try and find them homes and we will be doing the same process. We're not going to be releasing those cats, it's not coming through us, and that's exactly the way we're handling it. That's the hybrid, which is to say, "We'll allow you to do it, if you can follow the rules and provisions. Otherwise, we will continue managing the population the best way we can."

Mayor Pro-Tem Forrister: Yeah, I get that point. But maybe we don't let somebody be a community cat person down at rodeo arena or in Williamsburg, somewhere by the river, because that's where they're going to get overrun by skunks.

Mayor Hechler: Any further comments?

City Manager Whitehead: Nothing from me, really proud of the staff, they've worked hard, so hopefully you'll find balance in it and some reason.

Mayor Hechler: Well it's been a journey. I've said before, we've poured over 100 staff hours into this thing, several meetings with department heads who went through this document three or four different times and made changes. This is as comprehensive as it's going to get, I think. I think you guys have done a wonderful job and the final product is there. Let's see if we have any other changes to make before or after the 17th, and then we'll get on with it, so good job.

D. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 6:36 p.m.

Passed and Approved this 16th day of January, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: E.2

SUBJECT: City Commission Regular Minutes, December 17, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 9, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-16-26

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, DECEMBER 17, 2025

OPENING CEREMONIES:

**A. ADMINISTRATION OF THE OATH OF OFFICE BY THE HONORABLE
MAGISTRATE JUDGE GEORGE LEE. COMMISSIONER TERMS WILL
BEGIN JANUARY 1, 2026:**

Honorable Magistrate Judge George Lee administered the Oath of Office to newly elected officials Destiny Mitchell and Chaz Glines.

B. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 9:10 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

C. INTRODUCTION:

1. ROLL CALL:

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

Hon. Rolf Hechler, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner was absent
Hon. Ingo 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, Chief Financial Officer
Luis Tavizon, Chief of Police

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. Commissioner Mitchell requested for the community to keep in their thoughts & prayers Dave Velzy who passed away in the Cortez explosion last week.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for Clerk Torres to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister moved to approve the agenda with the change of moving item I3 to Executive Session. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin: I just want to mention, for the minutes, there is a legal basis allowed to do what we just did. As long as you have something listed on the agenda, we can move it to closed session, as long as it is within one of the exceptions within the statute.

Mayor Pro-Tem Forrister: Thank you for the clarification.

D. PUBLIC HEARINGS (5 Minute Rule Applies)

- 1. Public Hearing/Discussion/Action: Publication and Final Adoption or Possible Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.**

City Manager Whitehead: Congratulations to our new elected officials. As you know from August, we have started the process to make some amendments and changes to the Animal Ordinance. We've conducted two public meetings and two public hearings. At the last public hearing, we had the draft document ready, that's what we published, which is what I have here in my hand, the document that was presented. During the last public hearing, we received some additional feedback from Commissioners, primarily pertaining to livestock and how the ordinance was to interact with the livestock and the livestock community. So what we've done, Tyler has prepared some changes to the ordinance that would soften the way that we would interact with potential livestock running at large. We also softened the ability for those citizens who wish to rehome animals. We have changed it from selling animals to potential ability to rehome. What you have in front of you today are a couple of options. You could have a public hearing on the document the way it was presented at the last meeting and take action on that today. Our recommendation would be that we republish the ordinance for another 30 days (15 days is the requirement) and we take some time to review the changes. Unfortunately, Tyler is in training this week and couldn't be here to address and have the conversation. We would go take a look at the changes made on those two

provisions, and then add them to the ordinance, if that's what the Commission so chose to do. Your public hearing today could be to hear it on the ordinance we have, take action, or republish for another 30 days and allow us to review these changes. I would also add that Tyler has reached out to the New Mexico Livestock Bureau for clarification on some of those rules, because we're citing state law, and how it interacts with livestock, because it is different. We are waiting for some clarification, so we would have some additional information. So our recommendation is that we look at these changes and we republish.

Mayor Pro-Tem Forrister: I would like to wait, get our updated information, and republish with the new changes that were recommended at our workshop.

Mayor Hechler opened the public hearing.

Opponents:

Patrick Oliver: I've been a resident of Truth or Consequences since 2020. On December 12th, 2025, the Sierra County Sentinel published an article in which they summarized the animal control meeting that you had held. In that article, it is quoted, "Mayor Pro-Tem Amanda Forrister raised concerns about individuals being ticketed for livestock escaping, using the county fair as an example. Knull assured her that all animal control offenses were classified as civil violations." In New Mexico, a civil violation, a code violation, involves breaking local or state rules on property, building, zoning, health, and environmental issues. That includes animal control. Remedies for that are usually a fine, a ticket. Habitual offenders are generally charged with a misdemeanor. That's the way it's supposed to work. I turn your attention to the City of Truth or Consequences vs. Kristen E Littman, case number M-51-MR-202400528. On January 13th, we were in the car on the way to open heart surgery in Albuquerque when we had to go through an arraignment where her rights were read to her over a dog that was in our parking lot. First offense. The offense written on the charge here, City of Truth or Consequences Code Violation 392, first offense, chapters 3-16 all sections. If you want to review the citation, sir, that number is 03052. If I seem a little shaky right now, it's because I'm quite upset about this. There are two rules here, there are the rules for you, Mrs. Forrister, and your friends, and then there are the rules for us, and they're different, and they're enforced differently. What I'd like to see a change on is that you all actually follow the way that it's supposed to be done. First two offenses, you get a fine. Not a criminal record. Have the judge not intervened, my wife, who has never had a ticket in 40 years, would have a criminal record. A misdemeanor. It still comes up on a background check. What I'd like to see with this animal ordinance, sir, is I'd like to see one set of rules. Not two. I'd like to see one community, not two. Thank you for your time.

Proponents:

Alice Hutchins: I was able to sit in on one of the meetings earlier, and I just want to say that this is so well done. The amount of time and energy that has gone into really

formatting this so it meets the needs of our community is quite remarkable, so I just want to commend the Commission and Tyler, in particular. Thank you.

Mayor Hechler closed the public hearing.

City Attorney Rubin: And I will say, the legal advantage to having a public hearing like this is because after publication, if we decide not to adopt the changes, and we come back to what we have, we've already had the public hearing, so you've gotten through that hurdle, so it was good to do that.

Commissioner Mitchell made a motion to publish the Version of Exhibit B of Ordinance No. 771 and keep up public comment for the next 30 days at which time we will incorporate any changes and go out for final publication. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

E. PUBLIC COMMENT (3 Minute Rule Applies):

Mayor Hechler: Thank you all for being here, we know you care about our community, or else you wouldn't be here. And we're all passionate about certain things. Some of us are on one side, and some are on the other, I understand that. Let me read my statement here and hopefully it will provide some clarification, and then we will move on to public comment. A friend texted me last evening, and had concerns regarding the resolution cooperating with federal, state, and local law enforcement agencies. As he stated, "At best, people don't see the need since we already cooperate with these agencies, but others are suspicious of the timing and real intent. I think this needs to be explained." I agree, we owe an explanation. Before we start, though, I want to say that I have worked side by side with Commissioner Fahl for the past four years, and have found her to be professional, dedicated, and always working to better our community. There is no hidden agenda here. I don't believe it has anything to do with ICE or immigration. Personally, I have been in law enforcement myself for over 40 years, have family in law enforcement, and I want to fully support them as they go out and work in this dangerous profession. We'll have some options. The point is, we can pull the item from the agenda knowing that we support all law enforcement in our community, and trusting our chief and officers to act in the best interest of our community, as they always have, we have had no issues to date. Does it appear we don't support this resolution? Does it appear if we don't support this resolution, that we're not supporting law enforcement? I don't want to be perceived as the Commission that does that. We support our law enforcement, who should be measured and fair, empathetic, and cognizant of our community needs. If we support this resolution, please don't read into it. It's not a hidden attempt to call in feds for an ICE raid. There is way too much negativity in the news today which divides our citizens and their perspectives. We trust our chief and our officers, they have given us no reason to think otherwise. I was also going to have Commissioner Fahl explain why she wanted to put this item on the agenda. I had a discussion with her this morning, last night her husband had gallbladder

surgery, he is in recovery, she called me this morning and she's travelling back there. She said she doesn't want to be perceived as being afraid to meet the public for what she stand for or what she wants to do. I said I don't think we'll do that because we know what your history is and what you've done for our community. She also said she doesn't want to be divisive in our community, and she wants us to come together. I know she has family in law enforcement and that she's concerned about that, and she wants to support her family in law enforcement. I don't believe she has any nefarious or hidden agenda here, from what I know about Merry Jo and how long I've known her, and I think the rest of our Commission would agree with that. I wanted to say that to everybody so that you understand. We will be open to your comments, and then when we get down to the actual action item, we will make a decision and our Commission will have to make that decision. Sometimes things are best left alone, and we don't want to be divisive in our community if we can help it, because I don't want to pair people against people. We all have to live, as I said one time, under one big, beautiful sky, and we have to get along. We want to do that as best we can. With that, I hope that when you come up, you can provide your comments, let's be professional in the way we interact, and we'd love to hear what you have to say.

Alice Hutchins addressed the Commission with comments related to:

- I'm a resident of Truth or Consequences. One of the challenges in a small, tight-knit community is to disagree without being disagreeable, as Merry Jo and I agreed yesterday in a text exchange. I hope to thread that needle today.
- Resolution 31 25/26 sounds great, lots of positive buzzwords like "justice, safety, security, professionalism" I feel very safe in this community. My sense of justice has never been violated, every encounter with law enforcement has been friendly and professional. Is there some sort of problem I am not aware of that requires a resolution of this type? Is there a breach of trust and cooperation with the state and federal government that local law enforcement is struggling to overcome? Or has national politics raised its ugly head in the divisive debate about ICE, it's validity, constitutionality, and morality, under the current administration, and is being unnecessarily plunked down right here on T or C's doorstep?
- This resolution is vague, it does not define federal law enforcement. If ICE is the focus, let's have an honest discussion about that as a community. I think we can agree that public safety depends on trust. With ICE's documented civil rights concerns, any implied endorsement is concerning. For example, I quote from the resolution itself, "The importance of continued and robust cooperation with our federal, state, and local law enforcement partners," and, "to recognize and support collaborative efforts" what, exactly, is robust cooperation? And what are collaborative efforts? We could assume the best from this language, or we could assume the worst. Room for assumption has no place in a legal document, which is what a resolution is. Assuming the worst, when people fear the detention and/or deportation of friends and family, trust disappears.
- When local law enforcement is seen as complicit in the actions of a federal agency under the cloud of so much documented abuse, trust disappears. When trust disappears, we are all at risk. A safe community becomes less safe. I believe there is no need for this resolution. There is no identified crisis, and if

there is, please let us, as a community, know, so we can work together with local law enforcement for a community-supported solution. I respectfully ask this Commission to delay or suspend a vote on this resolution until the long-term effects of it on our community can be assessed.

- And, to Merry Jo, thank you so much for your service to this community, you are going to be greatly missed.

Ariel Dougherty was not able to be here today, but I have her written comments I will leave here. (Complete copy attached hereto and made a part hereof).

Jenn Clemente addressed the Commission with comments related to:

- I'm a resident here in T or C and I came here because it's safe, especially for a woman. Also because I've never felt so included and I see the potential of tourism in this town, welcoming people of all stripes.
- I want to begin by expressing my deep respect for our local law enforcement officers, they know this community, they love here, they work within the law to keep us safe, and this comment is not about them. My concern is with the wording of this resolution, it broadly pledges cooperation with federal law enforcement agencies without defining which agencies are included or what cooperation means. That ambiguity really matters. In practice, this language can be interpreted as support for ICE operations within our city. As we know, they've been present around New Mexico, the Navajo lands, and in Hatch. If that is not the intent, then the resolution should clearly say so, like really clearly say so. If that is the intent, then the public deserves an honest conversation about the consequences. No pun intended.
- ICE has a documented history of civil rights violations, racial profiling, and detentions without due process. Associating our city with that agency risks undermining trust, reducing crime reporting, and making our community less safe, especially for mixed-status families, vulnerable residents, and those who are seeking permanent residency naturalization.
- New Mexico has been deliberate about limiting local involvement in federal immigration enforcement. This resolution risks contradicting that intent without any clear public safety benefits. I respectfully ask the Commission to delay this vote, or amend the resolution to explicitly exclude immigration enforcement agencies. Our community deserves that, and policies that strengthen public trust. Thank you.

Alisha Adams addressed the Commission with comments related to:

- I'm a citizen of Truth or Consequences. I stand before you as a concerned citizen. I have great respect for our local law enforcement, I have never had a bad experience with them. They are involved in our community beyond enforcing laws, and I admire and respect that. My concern today involves Resolution 31 25/26 regarding the cooperation of local, state, federal law enforcement agencies. While I do understand the importance of these agencies cooperating to protect our community, I am concerned that if this resolution passes as it is, we

are opening the door to ICE to come into our community and we don't want that to happen.

- In communities that have chosen to cooperate and work with ICE operations, it has had a devastating impact on families, schools, safety, and the economy. In communities that have had ICE present, they have seen a 22-36% decline in school attendance and enrollment. With a disproportionate impact on the youngest students, K-5, due to parents fearing family separation. 51.7% of students in Truth or Consequences school district are Hispanic or Latino. Do we really want to see such a drop in our schools? All of our students would be negatively impacted by this. These communities have seen an erosion of public safety and trust. ICE's excessive enforcement tactics, violence, and lack of concern for citizens or due process has created an environment of fear. Fear that causes residents, including US citizens, to not call our police or first responders for help, to report crimes, or seek medical care, thereby undermining overall community safety. We have one of the safest communities I have ever lived in, and I do not want that to change, I love living here.
- There is an economic cost to inviting ICE into our community as well. As ICE targets people based on racial profiling, perceived ethnicity, or language spoken, their actions create further community anxiety that is already proven in other communities to indirectly harm the tourism economy by disrupting labor, deterring customers, and making communities less accessible or appealing to visitors. When people are afraid to leave their homes, send their children to school, go to work, or shop at our businesses, we all will feel the effect of this.
- In conclusion, Commissioners, I respectfully ask you to delay this vote or amend this resolution to explicitly exclude immigration enforcement agencies. Thank you.

Joseph Lavalley addressed the Commission with comments related to:

- I reside here in Truth or Consequences. I wish to address Ms. Merry Jo, I'm sorry for her absence, I hope her husband is feeling better, and I want to thank her for her service. It is unfortunate that she's not here to further explain this resolution. It seems as a veiled invitation to ICE. The previous speakers all mentioned ICE, and that's what everybody is concerned about. We wish not to have ICE in our community, as stated before, it's nothing but a divisive force. We want our police to make sure that police enforcement is done by the book, by the spirit of the law, by the letter of the law, and if not, we want our police here to arrest ICE. We don't want to see unlawful police actions.
- To give you a little bit about my background, I've been in the police family my whole life. My son was a policeman, killed in the line of duty. My brother-in-law is a policeman. My nephew is a policeman. My father was a chief. So I've lived and grown up in a police environment. They don't want ICE here, doing things that we've all seen on television, heard about in newspapers, heard on the internet. This is an unnecessary resolution because the police here will gladly cooperate with legal actions. So there's no need to pass a resolution enforcing it. We want police and law enforcement that follow the rules for police, and it appears that ICE is not following them. They show up with masks on their faces, many

covering any kind of a badge, just grabbing people off the streets, tackling them, anybody that looks Hispanic, they tackle, they detain, and when they find that they're not illegal, that they have every legal right to be here, they're very slow to release them. I encourage the committee not to delay a vote, but to vote against this resolution. Thank you for your time.

Alina Lavalley addressed the Commission with comments related to:

- I moved here with my husband Joe from Florida, we live in Truth or Consequences, just barely. Another block away, and we wouldn't be. We moved here because in Florida, my rights were taken away. I'm a transgender woman. I've completely transitioned. Medically, physically, emotionally. My healthcare was taken away from me, I was told I had to use a men's bathroom. Before that law took effect, we camped here, Caballo, and got a home, and moved here because I was protected. I'm afraid ICE is going to come after me because I'm the enemy within, don't you know? What we want for our police is to be arresting ICE agents that are breaking the law. The police are to protect and to serve. We want them to serve the people of Truth or Consequences, not ICE, not the federal government, but us. We pay the taxes, we want the protection from them. I have no problem if they have an actual warrant, to come and collect people and imprison them, but I'm afraid they're going to come for me and put me in a concentration camp.
- My husband's son gave his life for the police, so we respect the police, but we want the police working for the people of Truth or Consequences, not ICE. We don't want a nasty name. Right now, the ICE agents are being called Gestapo. You don't want that nickname associated with your police department because they're helping them, because that nickname will never go away.
- ICE is unlawful, and they need to be held accountable for the crimes that they are committing. I would hope that this council votes no. Thank you.

Gordon Edelheit addressed the Commission with comments related to:

- It's really been a good year for the city. Things are turning well. With MainStreet, with lots of things. You've heard the true facts, what ICE does. It's not about acts of loving kindness, it's not about brotherhood, it's about fear and deception. I just spent five months in Portland, Oregon. I know what it's about with people hiding. Right now, what we have is alternatives. The first thing is, our city needs our tourism. We don't need this, this is not something that's positive whatsoever. The second thing, we need that focus from our mayor and from our Commissioners to look at the focus that you're supposed to be working on. This, we supported our police, they have a brand new facility, the police are doing a wonderful job, the record will show that, we are at a point where this is very harmful from an image standpoint, but more importantly, from your own karma. To think that a town this size has to have a resolution on the books, it's a little bit evil in my estimation. So, you know, yes, I am vehemently opposed to this, but an alternative is what the governor did with the national guard. They went to Espinosa and they picked up garbage, and they did things. They didn't do what most people think, which takes their time, our budgeted police department, off the streets, to do things that

is ridiculous, and I hope that everybody sitting right there feels that yes, a no vote says one thing like you said, as you wrote, as you read, Rolf, but the reality is, we should stand up to this, and we should say, "Not in our town." Thank you very much, happy holidays and happy New Year.

Rick Dumiak addressed the Commission with comments related to:

- 705 Charles, T or C. This resolution, I came from the middle of work, to be honest with you, it's gotten so crazy. We don't need this, we cooperate with police now, the police cooperate with federal agencies, everyone's doing their job, it seems to be. Everything seems to be great. Why put this on the books? There's no need for it, it's simply making more division in our community. Our nation is so divided right now, this is insane. I'm a child of the 60's, I went through the whole Vietnam issue, we've never seen anything like what's going on right now. Please table this thing or vote no on it, don't pass it. We don't need it, we don't need more division, if it's not broke, don't fix it. Thank you.

Colleen Palmer addressed the Commission with comments related to:

- I'm a resident of Truth or Consequences. I'm here today to speak against Resolution 31 25/26. Thank you all for your service. I'm familiar with people giving their life to service. My father was a fighter pilot in World War II. My brother, a disabled vet from Vietnam. So I really honor our police force, and everyone that works to protect and hold our community. For me, this resolution is a matter of integrity. Our laws, our constitution, our amendments, are specific. That our town would look to put a resolution into law that is vague, and potentially dangerous, is a matter of integrity for each one of you. If something happens in this town, like we've seen happen with ICE, that's on each of you. I respectfully ask you to vote no on this resolution. Thank you.

Stacy Hay addressed the Commission with comments related to:

- I live in Truth or Consequences. I just have a different perspective on this resolution. I don't agree with it, but I actually worked at a state prison in California for 26 years full-time. Part of that time, I was a peace officer for 10 years, and I was on the classification system. I witnessed – we already have policies in process, we already have systems set up, a justice system set up too. If somebody commits a crime, and it's a felony, they get charged, prosecuted, and sent to prison. Well, when this person has finished their time, and their sentence, if they are an immigrant, they get interviewed by ICE. ICE decides whether they're here legally or illegally, and if they're here illegally, then they get sent to an ICE detention center, and they get deported. This is already in process, this is part of our justice system. There is no reason why ICE should be here in our communities doing their illegal, unconstitutional, not following due process, so please, I beg of you, please, vote no on this resolution. Thank you.

Pat Swan addressed the Commission with comments related to:

- I live in T or C. I, too, have had great relations with our police department and I feel like we already abide by the laws and the constitution. There are some

situations where we should be leaders and not followers. I feel that ICE has wrongly detained people, wrongly shipped people to countries they have no relation to, and have separated families. They have abused human rights when it comes to medical care and safety in a detention facilities. This is not something I want to be part of, or feel our city should be part of. This is not the American way. Your resolution might be for another reason, but we don't need to give the impression that we support the current mission of what's happening in Washington DC, so I, too, ask you to vote no. Thank you.

Laura Keck addressed the Commission with comments related to:

- I live in T or C. I have the utmost respect for local police and first responders. This resolution pledges to support law enforcement agencies, however, it does not define federal law enforcement, so if ICE is not intended to be included, the resolution should explicitly say so. I respectfully ask the Commission to either delay this vote or amend the resolution to explicitly exclude immigration enforcement agencies. Thank you.

David Besag addressed the Commission with comments related to:

- I'm a T or C resident. I agree with everything that's been said about this. We're already working with feds, state, local, and we don't need a resolution or a law saying that we have to do that. We're already doing that. This is just like a no-brainer, we don't need to do this at all. I respectfully ask you vote no. Thank you.

Christina Rhoades addressed the Commission with comments related to:

- I live here in T or C, I've been a resident of Sierra County for almost nine years with my family. My husband and I grew up in a small town in Northern California, a little smaller than this, and it sounds like I'm in good company, here, because I do come from a law enforcement family, my dad was serving the Sheriff's department for over a decade in our little town, and after 21 years in the army. I've got aunts, uncles, and cousins that also are in law enforcement. I don't take the service lightly, of the people that serve and protect, and keep our community safe. That being said, I won't take up too much time because everybody's very busy and my fellow community members have made some excellent points and spoke very eloquently today. I just want to echo that I feel like this resolution is extremely vague, I think it's an open door to an agency that has had a history of abuse of power. I believe that if our community is in fear of contacting local law enforcement because of some perceived collaboration with an agency that doesn't even identify themselves in the community, I think we would be less safe. I would be more hesitant to call for help if I was in fear of my neighbors being kidnapped. So I just think it's really important that we are clear with our language when we propose resolutions like this. The most important thing is I just want to protect our community, I'm raising my daughter here, and I want to make sure that her, her friends, and their families feel safe. We know somebody personally that lives in our town, a family that has been affected by this, and I don't want to see it happen to anybody else. Thank you very much, I respectfully ask that you vote no on this resolution.

David Brown addressed the Commission with comments related to:

- I'm from the suburbs over in Elephant Butte, and I'm heading to work. I wanted to say something really quick, in the swearing in ceremony, it did say something about upholding the constitution, and something in your texting with your friend last night, he said that we already do this, we already cooperate with state and federal forces, so it seems a little redundant. In light of some of the constitutional issues that are being brought up by ICE invading these – I know that's a strong word – invading these communities, I think it's a redundant policy, and it's unnecessary. I'd like to see us upholding the constitution, and if we're already cooperating with state and federal forces, I don't know why this is necessary for the books.

Isaac Montellano addressed the Commission with comments related to:

- The city of truth needs Zia solutions because New Yorker James Prendamano. Why would James Prendamano, a New York executive who's overseeing more than \$1 billion in transactional real estate and spent decades shaping large-scale urban redevelopment projects, turn his attention from the big city to Sierra County with a population of about 11,000 humans and a county seat who's police department cost \$470,000 to annually operate? "We wanted to shift out of the North East in a big way and we wanted to go somewhere that we could see ourselves retiring in. This community needed a heartbeat" Prendamano said, "It needed a place to assemble and socialize and start instilling a sense of pride back in." in PreReal's view, that place is Turtleback Mountain Golf & Resort, formerly Sierra Del Rio. Once a neglected golf course, the property is now the crown jewel of PreReal's New Mexico venture. Recreation wasn't the only draw for PreReal, Prendamano and his company were also betting big on industrial pollution factors after 15 years of permitting, Copper Flats Mine near Hillsboro is nearing operational status, with officials expecting it to open in 2-3 years, according to reporting by the Sierra County Sentinel. PreReal saw the mine as important with quantum computing and artificial intelligence on the rise, amidst a global shift to green energy. Copper is heavily used in renewable energy and infrastructure, which will be tested as AI technology increases strain on data centers and the energy grid. Activity at Spaceport America also played a role. Virgin Galactic, Spaceport America's largest tenant, paused commercial flights out of the launch facility from more than a year ago to work on it's new delta class rocket ships, which will be able to fly 8 times month instead of the usual once a month. The space flight company expects to resume flights in October 2026, but PreReal's investment in Sierra County isn't just for visitors. Prendamano said, "Working with the community to create developments they wanted to see was key as well. We were not interested in coming in and saying here's what we want to do, are you interested?" Prendamano said it was early conversations with local officials. PreReal first purchased houses that needed rehabbing, dilapidated motels, and some of the worst eyesores you can imagine, to show the community he was serious, Prendamano said. This rehabbing

process called rural gentrification may spur investment in new businesses, yet it egregiously destroys and nefariously alters local communities by straining resources, eroding cultural identity, and hampering hometown spirit. With the displacement of long-term residents to the rising costs. \$800 a month for a studio apartment. Beyond Turtleback, PreReal has also purchased the renovated Lakeway shopping center, which is almost fully occupied, pending negotiations with a potential tenant for the 30,000 square foot anchor space. Solving for the brain chain, providing hope, rising the tide, lifting all of the ships. "Me and the community come together and see the real potential realized, it's just fun stuff, and that's what it's all about for us at this point." Prendamano said. Do we, the people of truth, agree?

Wil Troup addressed the Commission with comments related to:

- I live in Caballo. I'd like to echo a lot of the sentiment that's been stated here, although, I feel the idea that this is vague is frankly incorrect. It's not vague, we do not exist in a vacuum. These actions take place as the result of things that we've all seen on television, the media, etc. None of this is happening as a random ball thrown into the wilderness. The fourth amendment came to be because of writs of assistance, which is what this is. This is not a new document, nobody came up with this, this isn't clever or interesting. This is something that existed hundreds of years ago, we already did this. As a society, we've done this. The idea that we have to re-facilitate discussions about this at this level is embarrassing at best, and absolutely unacceptable for a civic body, there's no value to this. None. That's all I have to say.

Steven Green addressed the Commission with comments related to:

- I've been a resident of T or C for 25 years. I've served on the Commission for 12 years as a Commissioner, a Mayor Pro-Tem, and a mayor. I believe this is the last meeting the way the Commission exists today. What's your legacy going to be? Do you want to look your neighbors in the eye? Of the people here, I have not heard one person speak for this resolution. That should tell you something. People feel so strongly, the people that you represent and serve, to give up their time to express their feelings. I didn't count the number of speakers, but I bet there's twice, thrice, and four/five times as many people who would come and speak. So, you have some choices. Like Mayor Montgomery, Mayor Mulcahy, Mayor Whitehead, Mayor Green. We listened to the public. That is our job. That is your job. Dump this resolution. If, somehow, in your hearts, you cannot vote no, then postpone it, have a public hearing, a town hall meeting, where more of your citizens that you represent will have an opportunity to speak. I don't have a crystal ball, but I bet you're going to have 50, 60, or 70 people speaking against this resolution. It does not serve any purpose at all. What is your legacy going to be? Thank you.

Kathleen Sloan addressed the Commission with comments related to:

- I'm afraid if you vote yes or no on this resolution, it will make the position clear. If you vote no, the Tump administration is withholding federal funding to non-

cooperative communities. I would recommend that you somehow make the resolution disappear by forever.

Kamryn Rhoades addressed the Commission with comments related to:

- I'm from T or C, New Mexico. I agree with everyone who's already spoken, they covered several things that I was going to say, but I just wanted to come up here and also show my support. A lot of people would probably assume that a 14 year old girl isn't going to care, let alone be educated about what's going on in our country and in our town, but I am and I'm very invested in it. I just wanted to come up and say please vote no on this. I am totally okay with police, I respect and feel safe with our law enforcement, that's why I feel like I can walk around downtown alone with my friends. But this is different. Like my mom said, we know someone who has been affected by ICE and I would like you guys to please vote no on this resolution.

Mark VonFange addressed the Commission with comments related to:

- I've been a resident of T or C since 2017. I'd like to commend this young lady, I also was a 14-year old who took a class where we had a mock constitutional convention, and got the political bug from there on out, it never ended. I've been a student of the US constitution ever since. I've done lots of things, student congress in university, things like that, I've always been politically motivated and involved, and educated. So keep it up, keep that passion going, thank you.
- The main issue here I think is really the rule of law, and what we're seeing here in our country right now is kind of a question of violations of that. We're seeing the fifth amendment, where all persons in this country on our soil should receive due process. We've seen that basically ignored a lot of times, and what we're unfortunately seeing with a lot of these officers is they're having a hard time recruiting enough ICE officers to do it, they're throwing out \$50,000 bonuses, so what we're ending up with is untrained people who basically just sign on for the bonus, and they really have no constitutional understanding, or basically how LEO (law enforcement) is actually supposed to operate and treat citizens. I've seen videos of them ramming into people's cars and then dragging a legal assistant that was a US citizen out of their vehicle with no probable cause. I just want to echo everybody's sentiments, if it's not broke, don't fix it. If we're already cooperating with these forces, we should just continue doing that. I think tabling it is probably the least divisive step forward because I don't think we want to give the appearance that we aren't following the law as a community, because we are, but this just seems unnecessary and redundant, and if it's not broke, don't fix it, like somebody else here said today. Thank you.

Jessica Luther submitted her public comment via email. (Complete copy attached hereto and made a part hereof).

John Masterson submitted his public comment via email. (Complete copy attached hereto and made a part hereof).

Mayor Hechler: In closing, I'll just say a couple of things. I've learned a couple things today. One is that our police department has our support, and that they do a good job. Thank you, Chief. The other thing I've learned is that we have a very passionate citizen rink in our community. That's what makes our community what it is. Thank you for coming out this morning and telling us your views, sharing your opinions, and standing up for what you believe in. When we get down to that agenda item, we'll do the best that we can to make the right outcome come out. I can't speak for the Commission, but it's coming up on our agenda down the page a little bit, and we'll take care of it. With that, I want to thank you all for being here. I wish we'd get this crowd here every time. You know, we have a lot of good things going on with the community, a lot of important things are happening. But this was an important thing, too, and I'm glad that you folks were here. We heard from people today from 14-90, and everything in between, and it's gratifying to know you care so much for your community, so thanks again.

F. REPORTS:

City Manager Reports.

City Manager Whitehead reported the following:

- First thing, to our two newly elected officials – and I think our office has already made contact – there's a newly elected officials training provided by the municipal league that will be taking place January 13th and 14th. Newly elected officials will have two days of training provided by the New Mexico Municipal League and our Self-Insurer's Fund. Other Commissioners are welcome to attend, if you feel like you'd like to go do a re-train, please get with Jo in the office so that we can make travel arrangements. We will get Chaz signed up for that soon.
- I want to comment that last Friday, we held a staff training. I want to thank the Commission for providing the meal. We kept the employees through lunch, provided them a nice meal, we did some ethics training and some team building. I think those things are important. We had over 80 of our employees in the room, and I think the training was well-received. We also recognized the employees that have completed a year's worth of service, I think we had 17. We also acknowledged those employees that have been with us for 5 years, I think there were 9. And then there were over 17 that have served the city 10+ years. It was really nice, and we provided them a challenge coin to signify their service to the city. Hopefully we'll continue to do those kinds of programs to keep our employees unified.
- An update on water leaks: I have to keep talking about it, we're still behind. We're down to around 30 water leaks right now. We've identified several of those leaks that are what we would call really minor on water meters and those kinds of things, so I've worked with a contractor who's here today that will look at providing maybe 15 of those leaks and then coming up with a better program where we can deal with what we would call things that are connected to the water meter themselves, and then free up our crews to be able to deal with the main leaks in the road. Hopefully by the end of the year, we'll get organized, we

just keep continuing to strategize on ways to be more efficient, but again, we have one crew, and they can work somewhere between 2-4 leaks a day depending on the size, and more just pop up so we're trying to deal with that. I just want to continue to let you know that it's a focus, we understand that we're behind, and we'll continue to find ways to work through that.

- Today on your agenda, you've got a couple of items that you will vote for, for procurement above \$60,000. They are items that will be coming from our general obligation bond, so we're beginning to organize that work. But we had two other items; one is an \$8,000 investment into our SCADA. For those that don't remember, our SCADA system is how we communicate via the computer for our water and wastewater systems. Currently we have two wells only that are not on the SCADA system. So we will be using the bond money to invest \$8,000 and \$43,000 to get those so that our system will completely be on SCADA. We've talked about this for a while, but we're now ready to start executing the work orders. The other three items we'll go over when we get to it in the agenda, but Assistant City Manager Alvarez and I talked this morning, and we will come up with a better process where even if they're less than \$60,000 or \$20,000, because they go through a little bit of a different process, they're kind of a reimbursement the way the funding comes and our bond dollars, so we'll make sure that we get these on, and you as Commissioners have an opportunity to see that, because we really want to be transparent on how we're spending the bond dollars for the community.
- The last thing is to recognize Jocelyn, our Chief Financial Officer. She and her staff have been working diligently to get the audit. You guys might be aware that the audits are generally due December 15th. We have a change in that, and I'll let Jocelyn brief you on all the work that her and her staff have been doing to get us complete on the audit process.

City Manager Whitehead called on Jocelyn Holguin, Chief Financial Officer, to review the audit process.

Jocelyn Holguin, Chief Financial Officer: Traditionally, the audits are due by December 15th, but the state auditor offered an extension for communities, such as our municipality, that have the dual audit for the single audit for the federal funding, so our auditors opted for the extension date to have the two audits turned in on January 20th. We're almost right there, they're just asking for additional testing items, and then two items that are left on the original list. We're hoping to have a draft to review, and I asked them that if they had any potential items that they considered a possible audit finding, to reach out to me and I would take corrective action before it was considered an audit finding, to prevent it in the beginning stages, versus after. Basically, that's where we're at with our audit. Because of all of our federal USDA funds, we have a single audit, so we're in the extension. I stand for any questions.

City Manager Whitehead: I would just conclude, to remind the staff, this is the first year of our new audit. So you go through an audit for 8 years, you get pretty comfortable, you know what they're going to ask for, you know how to prepare it, and then you get a new

audit group and they're asking for some different things, so we've had some challenges finding those. Both Assistant Manager Alvarez and I will be locking ourselves in Thursday to complete some work that Jocelyn has asked us to support her on, on some items within the audit. So there are some challenges that come with a new audit firm, and we'll get that worked out. Our goal is to have it done timely, and the goal Jocelyn and I have set is to have an audit with zero findings. We know we may have some issues this year that we carried forward, but we're trending always to do that. I think that's why it's important that she's asking for any concerns they have now so we can deal with them straight away.

Jocelyn Holguin, Chief Financial Officer: I would also just like to thank the staff because, as Gary mentioned, it is a different process, and they're not familiar with having to provide information, and everybody has been really helpful and provided information very quickly. I'm grateful for having a team like that, that care about its citizens and our reporting.

City Manager Whitehead called on Police Chief Tavizon to give his PD report.

Chief Tavizon: We've been busy, as you're aware, we've had quite a few events within the community. Old Fashioned Christmas, we had some parades, so just working with the community and ensuring that those are getting done. Preparing for the end of the year, making sure that all the mandatory training the state requires for our officers are met. There are monies given to the agencies that are contingent upon us completing those mandates, and we're diligently working to make sure that we get sure we get those fundings that help run the department. With that, I'll stand for any questions you may have.

City Manager Whitehead: Finally, I would just comment that this will be the last meeting where you won't have department heads present. Starting in January, we'll be bringing the department heads back like we did before, where you'll have five reports from each of them, and we'll start that process. We just abbreviated that for the Christmas break that we were having, so we'll be back to full reporting at the beginning of next year. With that, I'll stand for any questions.

City Commission Reports.

Commissioner Hoeppner reported the following:

- We are in the middle of the holiday season. Thank you to everybody who came out to support the small businesses in our community, and a special thank you to all the volunteers. Those events; Old Fashioned Christmas, Sing-A-Long, the Turtle Ascension, everything is based on volunteers and passionate people who want to make something special for the holidays.
- For me, personally, it is a hard time and I'm grateful that this community is coming together, that we are working together, and supporting each other. I'm happy that I can, since I'm here, create new memories in my life that are not negative like they were in the past.

- I'm just thankful this season. I'm very big on building community, and certain things come up that try to divide us. I believe what I see, that every time our community comes together and is standing up for what is right. I'm really hoping that we are working on everything. We are here, as a Commission, to represent you. I'm grateful that you are all here with me in this position to represent you. I will do my due diligence, and I also uphold the constitution and the constitution of New Mexico, as we heard in the swearing in. There are multiple elements, certain things are necessary and some things are not necessary, and can be divisive. I really hope that we can heal from those wounds and come back together to be one community. This community, that is sold on Old-Fashioned Christmas, can come together, and can live together and enjoy the holidays together. Community building is important, and there are many things happening in the near future, a lot of construction. Please understand that it has time delays included, when you are going to work, and adjust accordingly. But it is all to make our community better and more inviting for everyone, and not just a certain group here like some people think here that is the future of a certain group of people, but no, it is for everybody. This community is here for everybody. I'm very proud and glad that I'm part of this community.
- I would also like to say thank you to the Chief, he's doing a great job and dealing with problems, with what is happening in this town. I listen to the community, and I hear positive things. We are here to support him, and everything he does. How I stand, we are one. Thank you and I wish you, all a happy Holiday season. Enjoy your time with family, because you never know how long they will be part of our lives. Take care, so much is happening in this world, so please spend time with your loved ones and enjoy the time. Thank you very much.

Commissioner Mitchell reported the following:

- First of all, supporting our community, we had such a great turnout for Old-Fashioned Christmas, the Luminaria Walk, etc. Kudos to MainStreet for putting that on.
- A reminder for two events happening this Friday, one is First Families Christmas at the Sierra Del Rio Golf Course. They're bringing a semi truck full of food, clothes, toys, household goods, they're offering to feed everyone who shows up there a meal, it's a great way for them to give back to the community. On that same evening is the Holiday Sing-A-Long downtown on the plaza, which is the second annual event. There'll be fun times ahead.
- I also wanted to point out, for miss Kamryn, who came up to the podium and talked to us in a very eloquent and loquacious way. The first time I ever came to a Commission meeting, I was 14 years old, and I stood up there and complained to the city about our swimming pool and our swim team, and how we needed to do that. But it's just that opportunity, and you took it, and I'm very proud of you for that, so I wanted to commend you.
- I also wanted to thank Merry Jo for her service to this Commission for the past four years. It has been amazing serving alongside her again. I know that we're going to give her dedication in January, but I just wanted to say I appreciate her for her dam advocacy throughout the past four years, it is thanks to her that I

know so much about dams, going to the dam ownership conference. That was her passion, and I want to thank her for her attention to details, especially with the budget, her extensive work on our trails and watershed district, and her continued support of law enforcement has always come through true to her. I wanted to thank Merry o for her service, and I'm going to miss serving with her, but I'm glad I had that opportunity. Also, thank you all for re-electing me to the Commission.

Mayor Pro-Tem Forrister reported the following:

- For those of you that didn't attend the Christmas program last night at the Civic Center for the elementary school, you missed a show. A packed show, I'm pretty sure the fire chief should have come and shut it down because there were a lot of people, it was standing room only, it was really cool, and they didn't expect that many people because it was the first time that they had brought that back in the elementary. It was really cool, our community showed up and showed out. It was amazing to see that many people out there.
- Secondly, we heard some comment this morning about PreReal, and I am going to get on the same band wagon that Commissioner Mitchell just talked about, that the Sierra Community First Foundation is putting on a holiday giveaway on Friday from 12-2 at the golf course. They will have family activities, Santa, facepainting, holiday movies, they will feed anybody that shows up, they are looking for volunteers to help hand out toys, clothes, household essentials, etc. They are bringing a semi load of goods to give out to our community. They are also giving out \$10,000 in cash to needy families. I have a really hard time with the bashing of PreReal, the foundation is funded by PreReal, and they do a lot of good in our community. I just wanted to mention that, and I hope we don't jump on the bandwagon of calling T or C "Truth".
- Thirdly, Shop With A Cop. How many kids were there?

Chief Tavizon: Over 140.

Mayor Pro-Tem Forrister: Yeah. So again, really good things that our police department is doing, so we appreciate that. Merry Christmas, happy holidays. See you in January.

Mayor Hechler reported the following:

- On December 6th, I chaired the Regional Transportation Planning Organization. We met in Williamsburg to evaluate several transportation projects having to do with enhancements, bus routes, and the acquisition of additional vehicles to increase ridership. Incidentally, ridership is up tremendously on all these routes. It's finally catching on, people are using the facilities, and it's great to see. T or C didn't have a specific project, but we supported Socorro and Dona Ana to enhance their abilities, which would also benefit us, so that was a good meeting.
- On December 12th, last Friday night, Old-Fashioned Christmas, tremendous event. If you went to Renfro Park, the lighting was great. It's a great community event, and I think we had about 400 people there. MainStreet has always done a wonderful job, thank you guys for that. I wanted to specifically thank OJ, Cesar,

John, and Phillip with Parks, as well as Bo with the Electric Department, Andy with Sanitation, and Buster with Streets, to make this event a tremendous success. It's an all-hands on deck event, the city did a wonderful job at putting this on, and I really appreciate their support in doing this. Merry Jo's not here, but she kind of said her farewells at that event, she brought her grandson up and he got to count down from 10 to 1 to light the lights, and he did a great job. I'm very proud of her in that respect. Destiny also had her golf cart and was leading the parade.

- I just want to say one more thing about Commissioner Fahl. She called me this morning and she was distressed because she couldn't be here. She and her husband had to postpone his surgery three times last night, he didn't get into the surgery until 8:30 last night, had his gallbladder removed, this is the fourth or fifth major internment that he's had in a hospital over the last year. It was complicated, he's lost over 100 pounds at one point in time, he took a downfall, and it's really been difficult for Merry Jo to adhere to her requirements at the Commission and then take care of her family at the same time, and this morning was no exception. She apologized, she wanted to be here, she wanted to represent for the law enforcement part of it and explain why she wanted this particular resolution presented. I know she had no nefarious reasons, I know she wanted to support law enforcement. We all understand what's going on with the community, and we'll act accordingly when we get an opportunity, but I wanted to recognize her for that. We will have her back sometime in January to give her an award and certificate for having served, and we certainly appreciate her service.
- The last thing I get to do is give some recognition this morning to a couple of ladies with MainStreet. That's Linda DeMarino and Becca Eza. Gary and I attended a MainStreet statewide program in Alamogordo in October, and it wasn't until now that we could all get together in one place, so I've waited until now to do this, but they were recognized for their accomplishments during the 40th anniversary of MainStreet. Linda, for making a significant impact on the MainStreet district, and Becca for your sign project with MainStreet. It's nice to get statewide recognition, all the great people who were there, the powers to be with MainStreet. MainStreet has really gone through a transition for me over the past two or three years. It was challenging when I first came on, we had some concerns, but whether my concerns were warranted or not, you guys listened, and you changed the organization for the betterment of our community, and you serve us well. I'm so proud to have you on board now as a group, you're doing a great job, congratulations on your Levitt Grant, and all the things that you do for our community. We're getting ready to start a project on Foch street, which has been coming for the last six or seven years, but you guys are firing on all cylinders, and doing a wonderful job. With that, I have some awards I'd like to present to you from the dais here, maybe have a little photo op, and thank you publicly for all the efforts that you've done.

Mayor Hechler presented Becca Eza and Linda DeMarino of MainStreet Truth or Consequences with awards of appreciation.

City Attorney Reports.

City Attorney Rubin reported the following:

- I am looking forward to working with everybody next year, and I have no further report.

City Manager Whitehead: I just wanted to add, also, I know you had Dave and his crew listed for Christmas, they take care of all the storage of everything, they get it out and organize it, so thank you to them. There are two projects happening downtown you'll see from our efforts. All the manholes on Date Street are being replaced, that project is set to be completed by the end of this week, we hope. That was a warranty issue, and our Streets Department have been on DOT to get that done. Also, you may or may not have noticed, but the speed limit signs have been changed throughout town, that was an early request by the Mayor and I, that we set the speed limits correctly. We have a 25 mph through the roundabouts, it changes to 35 mph, and as it gets to downtown, it's 25 mph, changes to 35 mph up the hill, and then 40 throughout. So all the speed limit signs have been replaced, and they should be consistent with how the speed should flow through town. We're excited about that, and hopefully that'll help our police department, then, solidify how they can post that. I see them out working in the roundabouts, and we appreciate that. Thank you.

G. CONSENT CALENDAR:

1. City Commission Regular Minutes, November 19, 2025
2. City Commission Regular Minutes, December 3, 2025
3. November 2025 Accounts Payable
4. Take Home Vehicle Forms: Police Department
5. Purchase report of items between \$20,000 and \$60,000

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

H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution 28 25/26 Supporting the City of Elephant Butte's efforts to Annex the City of Elephant Butte's Wastewater Treatment Plant.

City Manager Whitehead: In front of you today, you have a resolution in support of Elephant Butte. The City of Elephant Butte has requested that they be able to annex

where their wastewater treatment plant is. At some point, when the city proposed an annexation of land, which you could do, that's in the county, the boundaries extend past Cuchillo Creek in that bottom section. We've not surveyed it, so my numbers will be approximate, but there's probably 20 acres down there that would comprise some land that's within the development within the Turtleback Mountain Resort, which is, again, from the zoning perspective, would be under the Elephant Butte zoning rules, so now that particular area is under the City of T or C, but the primary issue is that their wastewater treatment plant is actually inside the city of Truth or Consequences. Attorney Rubin and I have met with staff at Elephant Butte to understand, and I'll paraphrase for the attorney, but we could not find in statute a law that says how you de-annex or how the process could happen if there was anything in law. So it would appear that Elephant Butte has some hurdles to overcome, there are some processes, we think there's a legislative path that would allow them to go forward, but really what we're saying here in this resolution is that we have no reason to think the action would be adverse to the city, there's one home in that area that could potentially could be zoned differently, otherwise there's nothing in the area. So what we would say is that we support their efforts, we'll allow them to develop a map, a strategy, a plan, and then they would be required to go forward to accomplish their annexation of our city in that particular area. With that, I stand for questions.

City Attorney Rubin: I think it's important to not that what's going on is the plant is actually owned by Elephant Butte, it just happens to be within our boundaries, that's the point. It's not like it's our land, they own it, it just happens to be within our boundaries.

Mayor Pro-Tem Forrister: How did that happen that they built that plant in our zone, in our property?

City Attorney Rubin: That I don't know. I guess it happened some time ago, I don't know.

City Manager Whitehead: We didn't research the historical value. Let me also point out, we own a landfill that now is inside the city limits of Elephant Butte. It gets a little confusing because people say it has to follow the city rules, but it doesn't. It's just a piece of property that the City of Truth or Consequences owns within the boundaries of Elephant Butte. In this particular case, the City of Elephant Butte owns property inside the boundaries of the City of T or C.

Mayor Pro-Tem Forrister: So, the building and the property belong to them, it's just inside our city.

City Manager Whitehead: It's within our city limits. So technically, as you read from the resolution, they have to comply with two jurisdictions. Their wastewater plant has to live with the City of T or C's rules, where the distribution system of their wastewater plant deals with the City of Elephant Butte. Likewise, with the development at Turtleback Mountain, they would have to comply within that particular zone, the City of T or C, and then everything else is through the City of Elephant Butte. This would allow them to

organize, get the private property owner in one jurisdiction, and get their plant in one jurisdiction.

Mayor Pro-Tem Forrister: And then, with this letter of support, can we say we will write this letter of support and approve it, but we also want you to take some of our sewer customers?

City Manager Whitehead: Well if you read the resolution, we tried to be ahead of you, we tried to think of that, so in the resolution it says that our efforts are to continue to support and work through those issues because, again, as I've shared with the Commission, I think being able to deal with wastewater issues on the vac station, being able to move them there, is a possible solution to that problem, at a reasonable cost to our citizens, and a benefit to them. So, we included that in there, and then likewise, we also think that there's a possibility of partnering in solid waste where we could do two plants, similar to what we have, versus building one big plant. So, we've asked for that in the resolution, and I believe, Mayor, you might want to comment on your conversations with their mayor on this particular issue.

Mayor Hechler: I just wanted to keep the door open with their mayor, so that we can have discussions down the road, because we know that our transfer station is on the edge of maximizing itself, maximizing out, and there'll have to be some changes down the road, and if that's the case, it's a multimillion dollar situation for us. If we can extend the life of our transfer station because we have another transfer station that's close and able to take some of that refuse, it might be a benefit for both of our communities. We'll continue those discussions and hopefully we'll have something productive down the road in that regard.

City Attorney Rubin: When I was asked to give my opinion about drafting the wording of the resolution, I felt it was important to have the last "whereas" included, which is at the bottom of the first page, because I'm making a point here that the ball is really in Elephant Butte's court to carry the ball through this to do anything. There are some strict statutory requirements when you're trying to do an annexation, and we're not making any representation. This resolution is what's needed, we're just showing our support, but it's up to the City of Elephant Butte to do what's necessary.

Mayor Hechler: Thank you. I guess the last thing I have to say it's kind of a question. It lessens our liability concerns by giving the City of Elephant Butte that property back because I don't want to own the land that their facility is on, and have those liabilities.

City Attorney Rubin: I was thinking the same thing, I think it's in your best interest that we consider this.

City Manager Whitehead: Let me just point out your comment, though, we don't own the land at all. It would just be the liability that would come with it being in our jurisdiction and our governmental responsibility to manage a second wastewater plant within our boundaries. We're not giving away the land, we're not selling anything. Nothing is changing hands, other than the boundaries of jurisdiction.

City Attorney Rubin: That's true.

Mayor Hechler: Okay thank you.

Mayor Pro-Tem Forrister made a motion to approve Resolution 28 25/26 to support the City of Elephant Butte's efforts and authorize City Manager Gary Whitehead to execute applicable documents as needed. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 29 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

City Manager Whitehead: Before you, items 2 and 3 are similar. Before we start with them, I do owe the Clerk an apology. The resolution, if you read both of them, the resolutions are exactly the same, and the resolutions are for the item that we took action on the last time, which was the street sweeper. I had committed to get this to the Clerk, and I was a little bit late in getting that document so we could change that. Nonetheless, both resolutions' purpose would be to allow us and staff to make another application to the New Mexico Finance Authority. I've been working with the Chief, it's been an interest of his to try and figure out a way to get some police units into the city, we've had some dialogue, and as I've worked through the process for the street sweeper, I made a presentation to the Finance Authority to find out if we would qualify for police cars as well. The same funding would work. So, what we're asking for here, the resolution would allow us to make an application. The Chief's first goal would be to try and get four units, but what I've asked him to do – and he's provided me a list I have with me here – how we could create a rotation of units so that we could potentially pay off a tranche of police vehicles in a short period, three years. We are just about ready to pay off the last loan payment on our police department gross receipts tax, so we'll have no debt, so we would reauthorize that as the payment source, and then how would we be able to pay those cars off, have them have a life, and then buy another tranche of cars in a period of three or four years. So, before you approve the purchase, we would come back to you with a presentation on how many units we have, what the life of those units are, and how we would use this process to create a rotation of cars that we could continue to bring in so that they could keep current. The chief provided me with a list of vehicles, and I'll tell you right now we have four officers driving in units that have 190,000 miles on them. We do have two new units that came in last year from a grant, and then most of the units have somewhere between 40,000 and 60,000 miles. Every officer does seem to be in a unit. We just filled the position of our 16th officer, we are finally at full capacity, so we might be short one vehicle, but I think the Chief would do some changings there, but everyone has a unit, most are good, but four of them that are 194,000 miles. What we ask for is that you authorize the resolution so that we can make

an application to the finance authority for a potential loan using our Police Department gross receipts tax.

Mayor Hechler: Thank you. Just to reiterate, they're getting paid for by the Police Department's GRT funds, so there's no new taxes, no funding from any other source. The Police Department is self-sufficient in that regard.

City Manager Whitehead: That's correct, Mayor, and I would also point out, we have set aside in this year's budget \$200,000 from that tax, which we have as for the Police Department renovation, so those are earmarked for that this year, and these units probably wouldn't come into payment until the new budget cycle. It'll take a little while to get through everything, so we would effectively have \$200,000 in revenues that we are using for a project we don't need, so that's our vision, that we would remove those funds there.

Mayor Pro-Tem Forrister moved to approve Resolution 29 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority and Authorize City Manager to execute applicable documents. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 30 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

City Manager Whitehead: Thank you. This one is a similar process, so in discovery and through the last conference that we were at, Assistant Manager Alvarez was in a presentation by the New Mexico Finance Authority where they indicated they could fund short-term projects as well. Under our USDA grants that we have, what we've identified as WISPI-1 and WISPI-2, the USDA has required that we get two interim loans. A preconstruction loan, which could be used for the planning and the development, and then an interim construction loan that matches the amount of the loan that ultimately the USDA will finance for us. What they've asked us to do is go to a local bank and negotiate with that local bank for terms and rates. The city has done so on both of those loans, and Bank of the Southwest is the provider of those interim loans, and then what I would call the construction loan. With Wispi-2, we have yet to place that loan into production. With using the New Mexico Finance Authority, we have an opportunity to reduce our rate from 5%. Bank of the Southwest gave us a very favorable rate within the current rate term conditions, most people are paying 7-9, but we're going to qualify under the New Mexico Finance Authority for \$150,000 at a 0% rate. That's what makes the street sweeper advantageous, what makes the Police Department cars, and the same thing here. What we're asking is the resolution that would allow us to make an application where we could borrow the construction loan portion of the USDA loan, and instead of working with the Bank of the Southwest, we would work with the New Mexico Finance Authority and effectively save between a point and a half and two points of interest for a short-term. This loan will last about 18 months. The Finance Authority has given us the concurrence,

they like the loan, the structure, the short-term, and there would be no prepayment penalties. Effectively, it could save us a couple hundred thousand dollars, that then goes into the project. USDA funds, we are allowed to use those for repayment of the interest, so anywhere we can save a few dollars, those dollars go right back into the ground. I applaud Traci's efforts to find this particular process, and again, we're asking for concurrence to apply for this loan.

Mayor Hechler: Thank you for that presentation, it makes sense.

City Manager Whitehead: Please also note that if we're successful and they approve the loan, it would all come back to the Commission and you would have to then adopt the documents, sign the loan, and purchase the vehicles if that was the way we went. So there are still a few more steps for you to see.

Commissioner Mitchell moved to approve Resolution 30 25/26 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority and Authorize City Manager to execute applicable documents. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 31 25/26 Recognizing the importance of Cooperation with Federal, State and Local Law Enforcement Agencies.

Mayor Hechler: Commissioner Fahl is not here, we heard comments from our public this morning. Do we have any comments or discussions from our Commission?

Mayor Pro-Tem Forrister: I'd like to hear from the Chief.

Chief Tavizon: When I spoke to Merry Jo when she had talked about wanting to do this, ICE was not brought up. One of the major federal entities that we work with have control over the river, BOR. It's a big entity that we work with, and it's one we will need to continue to work with once recreation opportunities open and enforcement needs to be done on the river. That was one of the things we had spoken about. She was coming from a place where she wanted her legacy to be that she supported law enforcement. Her son works for federal wildlife, so she had spoken about a possible situation where maybe there was an exotic animal unlawfully kept somewhere that we would be able to go and assist them. We currently collaborate with all federal agencies. I was talking to Mayor Pro-Tem Forrister over the weekend, we were on the phone with the forest service rangers who were doing checks on a missing juvenile, checking the campground to see if they could make contact with them. There's always going to be a collaboration, there always is, but we, as the Truth or Consequences Police Department, always operate within the confines of the state constitution and the state laws. We can't go beyond those scopes, we're restricted, we can't ask immigration status, we don't ever get involved in anything like that. Just to make that clear, we do

already work with them and will continue to work with them. I appreciate the community coming out, and their passion about the topic, and I know on the national stage, ICE is prominent, and that's one of the major discussions. This resolution really doesn't change anything in the way we currently do things. I think to please both sides, I think it would be a good idea just to withdraw it altogether, and we'll just continue working business as usual.

City Attorney Rubin: I have a point that might support what you're saying, because you're saying what I was thinking when I was listening to the public comment, I was hearing the phrase "collaborative efforts". I remember when we adopted their policies and procedures several months ago, I remember the big point you and I were raising was that those policies actually were the result of a collaborative effort between us and several law enforcement agencies.

Chief Tavizon: Yes sir.

City Attorney Rubin: And I think in the policies and procedures, even some provisions in there talk about cooperation with other agencies.

Chief Tavizon: Absolutely, yes sir.

City Attorney Rubin: So my statement was, we already addressed the issue.

Mayor Pro-Tem Forrister: I have a question. What does this resolution give you that you don't already have?

Chief Tavizon: It doesn't change anything. We work with the DA for the drug take back, we turn that over to them, I mean, it changes nothing, really, the way things operate now.

Mayor Hechler: As I see it, Attorney Rubin, we have four options. We can approve, we can vote no, we can table it, can we withdraw it?

City Attorney Rubin: Withdraw, I'm trying to think, how is that different than voting it down?

Mayor Hechler: I don't want to kick the can down the road, so that we'd have to reface this down the road because we tabled it, I'd rather just get it over with. I don't think there's an appetite right now to approve or disapprove this thing, I think I just regret having it even on the agenda is what I'm trying to say.

City Manager Whitehead: If I may, the rules of procedure might provide an avenue, too, for it to die. Robert's Rules, if it doesn't get a motion, if you take no action, that is a fifth opportunity that you would have.

Mayor Pro-Tem Forrister: That's a great idea, thank you.

City Attorney Rubin: And we've done that before, take no action.

Mayor Pro-Tem Forrister: And I just want to point out that Commissioner Fahl, in no way, shape, or form, wanted that to go to where we heard it go this morning. No shape or form. Her son, as Chief said, is a federal game warden, and as she was exiting the Commission, she just wanted to show her support for our law enforcement and the rest of – there's what, 85 agencies that we possibly can work with, and when I say we I mean you – and I think she just wanted to show support in that we support our Chief in working with all those agencies and we hope that he would offer support if they needed it in our community. In no way, shape, or form, did she ever want that to go the way it was portrayed this morning. I just wanted to also say that, and voting yes is not going to do anything because he already can work with those agencies, it's not giving him any extra power.

No action was taken on this matter. Item failed to pass due to lack of motion.

I. NEW BUSINESS

1. Discussion/Action: Variance request for 915 Poplar Street requesting allowance for a 10ft. setback for a carport.

Assistant City Manager Alvarez: The applicant is located at 915 Poplar Street, they would like to build a carport. That area is in the R1 district, it does require a 25-foot setback per our municipal code. They're requesting a Variance to set it back 10 feet from their property line. A drive by of the area does show that there has been allowances for that in the past, maybe under a past Commission or a past building inspector. You have, in your packet, the P&Z packet. One of the pictures does show a stone fence within that packet, that carport would be behind that stone fence. So it would still be within their property line. The applicant is here in attendance, we did have the public hearing at the P&Z meeting on December 8th. You've got a copy of the draft minutes highlighted, there were no opponents or proponents, and the board did recommend approval unanimously. With that, I will stand for questions, and the applicant is here if you have questions for them.

Mayor Pro-Tem Forrister: That looks like a very nice house and a carport would be a great addition.

Mayor Pro-Tem Forrister moved to approve the Variance Request for 915 Poplar Street requesting allowance for a 10ft. setback for a carport. Commissioner Hoeppe seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Conditional Use Permit and Variance Request for 1901B S. Broadway. Assistant City Manager Alvarez

Assistant City Manager Alvarez: This one's a little bit different, I will separate it into two explanations. The applicant is applying for a Conditional Use Permit to open a business

that would allow for storage of wrecked or dismantled vehicles. The Conditional Use Permit is a requirement through our municipal code in order to operate that type of business in that area. The second part of their request is a Variance Request. The Variance they're requesting is two-fold, one side of it is kind of a temporary Variance, part of our code and that Conditional Use Permit says that type of business shas to have a building, they haven't built the building yet, that is planned to do so, so they're asking for kind of a temporary Variance to store vehicles there until they get the building built, and then a permanent Variance to allow more than five vehicles outside that building. Here again, we do have the applicants in attendance, it did go by public hearing, no opponents or proponents at the Planning & Zoning meeting on December 8th, and our board did recommend approval. You've got a copy of the P&Z packet, the draft minutes, and with that, we'll stand for any questions.

Commissioner Hoeppner: Is the plan to fence-in the area?

Assistant City Manager Alvarez: Yes, that's part of the code, it'll be fenced-in.

Commissioner Hoeppner: That was my only question. You can't see it, then, from the road.

Mayor Hechler: And if you look at your map, it kind of gives you an indication of where this was located. Seems like it's off the beaten path to some degree, and it's in an area that shouldn't affect negatively, anyway.

Mayor Pro-Tem Forrister: And Conditional Use, does it come back every year?

Assistant City Manager Alvarez: It's reviewed annually, yes. It doesn't transfer with a new owner or anything, applicable only to the applicant.

Commissioner Mitchell moved to approve the Conditional Use Permit and Variance Request for 1901B S. Broadway. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Forrister: And for my own nosiness, are we going to be working on vehicles or doing a wrecker company?

Kari Fresquez, Applicant: Thanks for the opportunity. I'm here with my partner Nick, who has 25 years experience in auto mechanics, diesel mechanics, power sports, and automotive restoration.

Mayor Pro-Tem Forrister: So the answer's yes?

Kari Fresquez, Applicant: So yes.

Mayor Pro-Tem Forrister: Because I saw him shaking his head no.

Kari Fresquez, Applicant: Our dream is to have a specialty restoration business, so it won't be the oil change kind of business, it will be restoring vehicles. It takes a little bit of dismantled vehicles to put one together, so that's the idea. Thank you, appreciate your support.

3. Discussion/Action: Contract Lease Agreement Extension between the City of Truth or Consequences and Talon Septic.

Item was moved to executive session.

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

Jocelyn Holguin, Chief Financial Officer: These are on the agenda as items that we are using our GO bonds for, they're to continue the corrective actions with the water/wastewater department, and I have the three different locations listed: Cherry Lane, Well #2, and the vacuum line project. I will defer to Gary if there are any other clarifications you might need for these.

City Manager Whitehead: The three projects in front of you, again, Cherry Lane had been identified when I came on board as an area they've done significant repairs and they want to replace that line, so we've got an estimate to do so. Well #2, as you know we've been talking about Well #2 for a minute, that's the one that had an old pump on the top and then the building was really bad, and we put together a program to move the well underground, get rid of the building and set it up, and when we got into the well, the casing was significantly rusted. It's 75 years old, so we had an analysis done to find out if we could put a liner in that well and save it, and our well contractor has agreed that that's the solution. You did approve us spending \$180,000 on this particular project, but we're back to you to tell you that we're going to spend \$160,000 in a reconfigured plan for that particular well, Well #2. The final one is that we're trying to get some work done on the vac station. The line on Hagen Street has been identified as a major problem in that area, so this would allow us to replace the line on Hagen. We're still waiting for the engineer's approval so that we can then repair the 51 pits, and then complete the work inside the vac station. Hopefully the three will give us a better, more reliable, stable vac system, so we're ready to start that work. Again, these are the GO bonds, this is where we want to be as transparent as we can on how we're spending those dollars. With that, I'll stand for questions with those projects.

Mayor Pro-Tem Forrister: I guess it would just be, it says on-call SmithCo, so just as needed?

Jocelyn Holguin, Chief Financial Officer: There was an RFP done, they're on contract, so these are via task orders, so they're able to follow that process.

a. RFP #23-24-004 On Call Smith Co. GO Bond: Cherry Lane Project

Mayor Pro-Tem Forrister moved to approve Purchase Requisition over \$60,000: RFP #23-24-004 On Call Smith Co. GO Bond: Cherry Lane Project. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

b. RFP#23-24-004 On Call Smith Co/GO Bond: Revised Quote for Well#2.

Mayor Pro-Tem Forrister moved to approve Purchase Requisition over \$60,000: RFP#23-24-004 On Call Smith Co/GO Bond: Revised Quote for Well#2. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

c. RFP #23-24-004 On Call Smith Co./GO Bond: Vacuum Line Project

Mayor Pro-Tem Forrister made a motion to approve Purchase Requisition over \$60,000: RFP #23-24-004 On Call Smith Co./GO Bond: Vacuum Line Project. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: MOU between the City of Truth or Consequences and Sierra County Flood Director.

City Manager Whitehead: I am going to defer a little bit to Assistant Manager Alvarez on this particular item, and then we'll both stand for questions.

Assistant City Manager Alvarez: As you guys know, in 2020, the City of T or C experienced the large flood, which prompted us to look at what we can do with the Cantrell Dam. We applied for some funding, and in 2021 we were awarded funding for plan and design for the Cantrell Dam. We had multiple meetings pertaining to that, we got with the entities within Sierra County and the Village of Williamsburg. That plan was brought to the Commission by the engineers. A couple of times with some changes as recommended. Ultimately, in the end the Commission had voted to approve the plan, which was to breach the dam and do some down channel improvements. Our next step was to go out for funding for the construction of that. As you recently approved, we were awarded the funding from the Water Trust Board for just over \$8 million which does require both an \$800,000 loan component, as well as an \$800,000 cash match. We expect final loan grant agreements on that project probably by the end of January. In

the meantime, upon City Manager Whitehead coming in, and a little prior to that as well, with our mayor, we'd had some discussions with getting some assistance from our flood director, and I think with that, I will turn it back over to City Manager Whitehead.

City Manager Whitehead: The office of the Flood Commissioner is a county-wide office. The mayor and staff have negotiated with the Flood Commissioner, and he has committed \$400,000 of flood funds to participate in this particular project. He has asked that we develop and request these funds through an MOU, government to government, and it would authorize the process. The two stipulations the Flood Commissioner has asked is that the funds only be used for construction on the project, so we've identified that through item one, where the funds have to specifically be used for that. As opposed to writing us a check for \$400,000 he requested that we submit for reimbursements just like we would with any other grant. So we will submit pay requests on the same pay form, the same pay style. With that, the Flood Director concurs with the MOU and we would request authorization. This'll lock up these funds for this project.

Commissioner Mitchell made a motion to approve the MOU between the City of Truth or Consequences and Sierra County Flood Director and authorize City Manager Gary Whitehead to work with the City Attorney and Mayor to finalize and execute applicable documents. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. EXECUTIVE SESSION

- 1. Threatened & Pending Litigation (*Ron Fenn vs. City of T or C*) pursuant to 10-15-1(H.7).**
- 2. Purchase, Acquisition, or disposal of Real Property (Contract Lease Agreement Extension between the City of Truth or Consequences and Talon Septic) pursuant to 10-15-1(H.8). (Item was moved from New Business).**

Mayor Pro-Tem Forrister made a motion to go into executive session at 11 a.m. to discuss Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7) and Purchase, Acquisition, or disposal of Real Property (Contract Lease Agreement Extension between the City of Truth or Consequences and Talon Septic) pursuant to 10-15-1(H.8). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 12:15 p.m.

Mayor Pro-Tem Forrister certified that only matters pertaining to T Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7) and Purchase, Acquisition, or disposal of Real Property (Contract Lease Agreement Extension between the City of Truth or Consequences and Talon Septic) pursuant to 10-15-1(H.8) was discussed in Executive Session and no action was taken in executive session.

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

- 1. Threatened & Pending Litigation (Ron Fenn vs. City of T or C) pursuant to 10-15-1(H.7).**

Mayor Pro-Tem Forrister made a motion to allow City Attorney Rubin to comply with the court order. Commissioner Mitchell seconded the motion. Motion carried unanimously.

- 2. Purchase, Acquisition, or disposal of Real Property (Contract Lease Agreement Extension between the City of Truth or Consequences and Talon Septic) pursuant to 10-15-1(H.8).**

Mayor Pro-Tem Forrister made a motion to extend the contract for 60 days while our City Manager negotiates a contract. Commissioner Hoeppner seconded the motion. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 12:17 p.m.

Passed and Approved this 16th day of January, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

December 16, 2025

Subject: Concerns and Requested Clarification Regarding Proposed Resolution No. 31 25/26

Dear Mayor and City Commissioners,

I am writing as a business owner in Truth or Consequences, a social worker, and the Executive Director of Healthy Families Sierra County, a home visiting and parent support program serving families throughout our community. I also want to begin by acknowledging and appreciating the work of our local police officers, first responders, and emergency personnel. Their commitment to safety, professionalism, and community well-being is essential and deeply valued.

I am reaching out with concerns about the proposed Resolution No. 31 25/26, not because I oppose cooperation with law enforcement, but because the resolution, as written, is vague and may carry consequences our community has not fully discussed or agreed to.

The resolution broadly references “federal law enforcement agencies” without defining which agencies are included or excluded. If immigration enforcement agencies such as ICE are not intended to be part of this resolution, I believe the language should explicitly say so. Without that clarification, the resolution risks implying consent for cooperation beyond what is already required by law.

From both a public safety and a child- and family-centered perspective, this ambiguity matters. In my work with parents of young children, I see firsthand how fear—especially fear related to immigration enforcement—affects families. When parents fear deportation or family separation, they are less likely to report crimes, seek help, or cooperate with authorities, even when they or their children are victims. Public safety depends on trust. When people fear calling for help, safety decreases rather than improves.

This fear also has real developmental consequences for children. Chronic stress, uncertainty, and the fear of losing a parent can negatively affect early brain development, emotional regulation, and long-term health outcomes. As a community that values healthy families and strong starts for children, we should be especially cautious about policies that could unintentionally increase fear or instability for families raising children here. We should be working hard to improve outcomes for our children, not creating strain that will likely lead to poorer outcomes.

It is also important to recognize that New Mexico has been intentional about limiting state and local entanglement with federal immigration enforcement. This resolution, as currently drafted, risks creating confusion or conflict with that legal and policy context by appearing to volunteer cooperation beyond what is required.

Finally, I am not aware of any specific crisis or identified gap in existing cooperation that this resolution is intended to address. If there is a concrete problem it is meant to solve, I believe the

public deserves clarity about that need. Even symbolic resolutions can have real-world impacts on how communities perceive safety and belonging.

For these reasons, I respectfully ask the Commission to either delay the vote on this resolution or amend the language to explicitly exclude immigration enforcement agencies such as ICE. A public workshop or further discussion would also provide an opportunity for community members to better understand the intent and implications of this resolution.

Thank you for your time, your service, and your consideration of the families and children who call Truth or Consequences and Sierra County home.

Respectfully,

Jessica Luther
Executive Director, Healthy Families Sierra County
Truth or Consequences, New Mexico

I am opposed to passage of RESOLUTION N0. 31 25/26. While it pro-ports to “ensure the safety and well-being of our community” current actions by some elements of the federal government – by masked, un-uniformed personnel – have caused fear, apprehension and disruptions to the well-being of communities. As a result of their actions they are a de-stabilizing force threatening both social and economic life. They are operating outside of the constitution, failing to obtain warrants and allow residents their due process rights.

It is disquieting right after a horrible series of killings and persistent gun violence in various corners of the globe and during end of the year cultural and religious celebrations that usually focus on Peace on Earth and Goodwill to Men, that the Commission takes up this controversial Resolution. I tried some months ago to get the Commission to hold a community discussion on questionable legal actions by our current federal administration. None of you wanted that discussion then. But now as a Commissioner exits this body, this seems an ill-timed last ditch blemish.

As the current election processes here show, few, *if any of you*, actually hold majority support from us in the TorC public.

I urge you vote against this resolution.

Torres, Angela

From: John Masterson <john@torc.beer>
Sent: Wednesday, December 17, 2025 9:13 AM
To: Torres, Angela
Subject: Re: Agenda for the December 17, 2025 Regular CC Mtg.

You can add my name to the list of voices urging the commission to table the federal law enforcement resolution. It is needlessly divisive, has no practical effect, and seems to serve only as a signpost in the corrosive culture wars from which our nation is suffering.

John Masterson
Chief Beer Officer
Truth or Consequences Brewing Co.
575-297-0289 / 575-297-9797
<https://www.torc.beer>

On Fri, Dec 12, 2025, 11:22 AM Torres, Angela <aatorres@torcnm.gov> wrote:

Hello Everyone!

Attached is the Final Agenda for the Wednesday, December 17, 2025, Regular Meeting. The meeting will begin at 9:00 a.m.

The Electronic Agenda Packet is posted on the website at:

https://www.torcnm.gov/your_government/agendas_and_minutes.php

Here is the link to the home page where you can also find the meeting notice on the Calendar.

<https://www.torcnm.gov/>

The meeting will be streamed through **YouTube Live** at:

<http://www.youtube.com/@CityofTorC>

Please feel free to contact me should you have any questions.

Have a wonderful weekend!

Angela A. Torres, CMC

City Clerk-Treasurer

City of Truth or Consequences

[505 Sims St.](#)

[Truth or Consequences, NM 87901](#)

(575) 894-6675

torcclerk@torcnm.org

aaatorres@torcnm.org

I am opposed to passage of RESOLUTION NO. 31 25/26. While it pro-ports to "ensure the safety and well-being of our community" current actions by some elements of the federal government -- by masked, un-uniformed personnel -- have caused fear, apprehension and disruptions to the well-being of communities. As a result of their actions they are a de-stabilizing force threatening both social and economic life. They are operating outside of the constitution, failing to obtain warrants and allow residents their due process rights.

It is disquieting right after a horrible series of killings and persistent gun violence in various corners of the globe and during end of the year cultural and religious celebrations that usually focus on Peace on Earth and Goodwill to Men, that the Commission takes up this controversial Resolution. I tried some months ago to get the Commission to hold a community discussion on questionable legal actions by our current federal administration. None of you wanted that discussion then. But now as a Commissioner exits this body, this seems an ill-timed last ditch blemish.

As the current election processes here show, few, *if any of you*, actually hold majority support from us in the TorC public.

I urge you vote against this resolution.

Hello, my name is Alice Hutchins, and I am a resident of Truth or Consequences.

One of the challenges in a small, tight-knit community is to disagree without being disagreeable. I hope to thread that needle today.

Resolution No. 31 25/26 sounds great, lots of positive buzz words like: justice, safety, security, professionalism. I feel very safe in this community. My sense of justice has never been violated. Every encounter with law enforcement has been friendly and professional. Is there some sort of problem I am not aware of that requires a resolution of this type? Is there a breach in trust and cooperation with the state and federal government that local law enforcement is struggling to overcome?

Or, has national politics raised its ugly head, and the divisive debate about ICE, its validity, constitutionality, and morality under the current administration, is being unnecessarily plunked right down on T or C's doorstep?

This resolution is vague; it does not define "Federal Law Enforcement." If ICE is the focus, let's have an honest discussion about that as a community. I think we can all agree that public safety depends on trust. With ICE's documented civil rights concerns, any implied endorsement is concerning. For example, I quote from the resolution itself, *the importance of continued and robust cooperation with our federal, state, and local law enforcement partners, and to recognize and support the collaborative efforts.*

What exactly is *robust cooperation* and *collaborative efforts*? We could assume the best from this language, or we could assume the worst. Room for assumption has no place in a legal document, which is what a resolution is.

Assuming the worst, when people fear the detention and/or deportation of friends and family, trust disappears. When local law enforcement is seen as complicit in the actions of a federal agency under the cloud of so much documented abuse, trust disappears. When trust disappears, we are all at risk. A safe community becomes less safe.

There is no need for this resolution. There is no identified crisis. If there is, please let us, as a community, know, and we can work together with local law enforcement for a community-supported solution. I respectfully ask this commission to delay or suspend a vote on this resolution until the long-term effects of it on our community can be assessed.

Thank you.

+ Merry Jo thank you for your service to this community. You will be greatly missed —



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: *E.3*

SUBJECT: December 2025 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: January 2, 2026

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:

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

Recommendation:

Approve the Accounts Payable summary for December 2025

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,755,584.18

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 01-16-2026

Accounts Payable Transfer Sheet - 2025 - 2026 FY
Post Date Ending: 12/5, 12/11, 12/17, 12/19, 12/23, 12/31

Fund	Fund Description	Fund Totals							Fund Numbers	
		12/5/2025	12/11/2025	12/11/2025	12/17/2025	12/19/2025	12/23/2025	12/31/2025	GRAND TOTAL TRANSFERS	
101	General	\$505,821.71	\$1,078.00	\$16,371.14		\$87,503.66	\$5,093.04	\$54,959.38	\$670,826.93	101
201	Local Government Corrections						\$2,530.00	\$1,980.00	\$4,510.00	201
209	State Fire	\$1,545.00		\$35,651.62		\$30,855.01	\$416.79	\$9,924.00	\$78,392.42	209
211	Law Enforcement Protection	\$821.54	\$180.00	\$1,951.38		\$3,699.83	\$1,595.61	\$4,516.69	\$12,665.05	211
214	Lodger's Tax	\$6,870.05		\$5,148.12		\$12,555.82	\$703.44	\$1,978.83	\$27,256.26	214
216	Street Renovation			\$5,707.09		\$198.07	\$3,284.25	\$2,105.78	\$11,295.19	216
217	Municipal Recreation								\$0.00	217
260	Fiscal Recovery Funds								\$0.00	260
294	State Library			\$2,890.76		\$320.82	\$118.39		\$3,329.97	294
295	Municipal Pool	\$42.67				\$85.63	\$68.46	\$90.20	\$286.96	295
296	PD-GRT Fund								\$0.00	296
298	PD-Donations								\$0.00	298
299	Special Revenue Funds	\$288.62							\$288.62	299
302	Electrical Construction								\$0.00	302
303	Veterans Memorial						\$300.40		\$300.40	303
304	SJOA - Grants								\$0.00	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							\$3,430.33	\$3,430.33	312
313	R&R-Water								\$0.00	313
314	CDBG - Grant								\$0.00	314
315	CI Reserve- Non Capital Equipment						\$197,328.78		\$197,328.78	315
316	Emergency Reserve								\$0.00	316
320	USDA Water System Improvements							\$33,879.29	\$33,879.29	320
321	Water System Improvements								\$0.00	321
340	ROAD/STREET PROJECTS								\$0.00	340
360	NMFA Projects	\$187.74							\$187.74	360
370	Water Trust Board Projects								\$0.00	370
380	Community Development	\$72,933.12					\$23,934.25		\$96,867.37	380
403	Pledge State Tax	\$26,470.51				\$5,214.50			\$31,685.01	403
501	Cemetery						\$6,000.00		\$6,000.00	501
502	Utility Office	\$256.62		\$6,126.42		\$651.50	\$246.96	\$256.63	\$7,538.13	502
503	Electric Dept	\$2,797.05		\$331,622.12	\$42,332.63	\$15,383.93	\$8,102.94	\$20,850.17	\$421,088.84	503
504	Water Dept	\$2,894.98		\$3,557.56		\$5,550.78	\$247.89	\$337.78	\$12,588.99	504
505	Solid Waste	\$845.59		\$57,136.95		\$5,858.92	\$2,630.69	\$1,794.24	\$68,266.39	505
506	WasteWater	\$2,357.16		\$4,203.59		\$4,389.23	\$1,281.17	\$168.84	\$12,399.99	506
508	Golf Course	\$45.48		\$1,951.05		\$1,307.89	\$61.92	\$85.87	\$3,452.21	508
509	Municipal Airport	\$20,143.54				\$49.36	\$565.06		\$20,757.96	509
600	Internal Service Fund	\$4,796.76		\$13,054.13		\$12,291.25	\$227.28	\$591.93	\$30,961.35	600
	Grand Total-Accounts Payable	\$649,118.14	\$1,258.00	\$485,371.93	\$42,332.63	\$185,816.20	\$254,737.32	\$136,949.96	\$1,755,584.18	



Truth or Consequences

AP EOM REPORT DECEMBER 2025

By Fund

Payment Dates 12/1/2025 - 12/31/2025

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					
JCG TECHNOLOGIES INC	10087	09/19/2025	10-1-2025 TO 9-30-2025	101-1001-47410	475.00
THE LINE LLC	923251	09/26/2025	OPEN PO FOR CODES UNIFO...	101-1008-42620	126.00
THE LINE LLC	923252	09/26/2025	OPEN PO FOR CODES UNIFO...	101-1008-42620	364.50
THE LINE LLC	923252	09/26/2025	OPEN PO FOR CODES UNIFO...	101-1008-44615	112.50
ARENAS VALLEY ANIMAL CLIN...	106173	12/05/2025	VET SERVICES	101-1006-48598	645.59
TYLER BUSINESS FORMS	108029	12/05/2025	1099-NEC COPY A 3up 50 SHE...	101-1004-44606	75.36
TYLER BUSINESS FORMS	108029	12/05/2025	1099-NEC COPY B 3up 50 SHE...	101-1004-44606	75.36
TYLER BUSINESS FORMS	108029	12/05/2025	1099-NEC COPY 1/2 3up 50 S...	101-1004-44606	75.36
TYLER BUSINESS FORMS	108029	12/05/2025	BLANK 4UP BOX W-2 WITH B...	101-1004-44606	191.68
TYLER BUSINESS FORMS	108029	12/05/2025	SHIPPING AND HANDLING	101-1004-44606	222.20
TYLER BUSINESS FORMS	108029	12/05/2025	1099-MISC COPY A 2-UP 25 S...	101-1004-44606	23.96
TYLER BUSINESS FORMS	108029	12/05/2025	LASER 1096 TRANSMITTAL 10 ...	101-1004-44606	15.50
TYLER BUSINESS FORMS	108029	12/05/2025	SELF-SEAL DOUBLE WINDOW ...	101-1004-44606	56.00
CITY UTILITIES	11/19 & 11/25/2025	12/05/2025	GENERAL FUND CYCLE C & D	101-1018-43780	34,092.26
NEW MEXICO GAS COMPANY ...	11/24/2025	12/05/2025	100600-0100002	101-1018-43780	1,138.33
JAIME F RUBIN ATTORNEY AT ...	11/25/2025	12/05/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	4,463.57
TDS	11/25/2025	12/05/2025	014-044-1402	101-1018-43780	440.14
TDS	11/25/2025	12/05/2025	014-044-1373	101-1018-43780	440.14
TDS	11/25/2025	12/05/2025	014-044-1553	101-1018-43780	221.10
TDS	11/25/2025	12/05/2025	014-044-1352	101-1018-43780	440.14
TDS	11/25/2025	12/05/2025	014-044-1348	101-1018-43780	440.14
TDS	11/25/2025	12/05/2025	014-044-1351	101-1018-43780	440.14
TDS	11/25/2025	12/05/2025	014-044-1372	101-1018-43780	440.14
TDS	11/25/2025	12/05/2025	014-044-1371	101-1018-43780	440.14
TDS	11/25/2025	12/05/2025	014-044-1353	101-1018-43780	440.14
TDS	11/25/2025	12/05/2025	014-044-1618	101-1018-43780	189.87
TDS	11/25/2025	12/05/2025	014-044-1537	101-1018-43780	149.00
TDS	11/25/2025	12/05/2025	014-044-1828	101-1018-43780	1,350.14
TDS	11/25/2025	12/05/2025	014-044-1526	101-1018-43780	129.95
TDS	11/25/2025	12/05/2025	014-044-1406	101-1018-43780	600.00
TDS	11/25/2025	12/05/2025	014-044-1369	101-1018-43780	149.00
POLICARPIO V BUSTAMANTE ...	111.25	12/05/2025	OPEN PO - LANDSCAPE SERVI...	101-1009-47415	1,000.00
CRYSTAL ARCHULETA	12012025	12/05/2025	DEPOSIT REFUND TABLES & C...	101-1099-34348	50.00
AMAZON CAPITAL SERVICES I...	144G-KPHC-WXTC	12/05/2025	PRINTER INK AND LAMINATIN...	101-1006-44606	185.06
AMAZON CAPITAL SERVICES I...	144G-KPHC-WXTC	12/05/2025	ANIMAL SHELTER SUPPLIES	101-1006-44607	387.51
NM MUNICIPAL LEAGUE	15302	12/05/2025	CLERKS & FINANCE OFFICERS ...	101-1004-42720	100.00
NM MUNICIPAL LEAGUE	15302	12/05/2025	GOVERNMENT FINANCE OFFI...	101-1004-42720	100.00
NM MUNICIPAL LEAGUE	15408	12/05/2025	GOVERNMENT FINANCE OFFI...	101-1004-42720	100.00
NM MUNICIPAL LEAGUE	15408	12/05/2025	CLERKS & FINANCE OFFICERS ...	101-1004-42720	100.00
ADVANTAGE LASER PRODUCTS..	175501	12/05/2025	SHIPPING	101-1004-44606	110.20
ADVANTAGE LASER PRODUCTS..	175501	12/05/2025	CHECKS	101-1004-44606	480.00
AMAZON CAPITAL SERVICES I...	1MNN-YMVQ-Y477	12/05/2025	OFFICE SUPPLIES	101-1004-44606	286.17
AMAZON CAPITAL SERVICES I...	1QVJ-7944-3HMN	12/05/2025	OFFICE SUPPLIES	101-1004-44606	84.18
KATHRYN ELLIOTT DBA CIVILIT...	210	12/05/2025	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
OLHAUSEN POOL TABLES INC.	37335	12/05/2025	REFURBISH POOL TABLE FOR S...	101-1014-44607	1,618.10
OFFICE DEPOT	449029091001	12/05/2025	OFFICE SUPPLIES	101-1007-44606	206.27

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTRALSQUARE TECHNOLOG...	451760	12/05/2025	REPORT MANAGEMENT SYST...	101-1007-43815	7,671.34
SAFETY FLARE INC	5402, 5403, 5404, 5405, 5406,...	12/05/2025	ANNUAL FIRE EXTINGUISHER ...	101-1014-43403	4,851.50
NM SELF INSURERS FUND	84	12/05/2025	LIABILITY	101-1018-46733	247,912.00
NM SELF INSURERS FUND	84	12/05/2025	AUTO PREMIUM	101-1018-46733	65,254.00
NM SELF INSURERS FUND	84	12/05/2025	PROPERTY TAX	101-1018-46733	58,482.00
NM SELF INSURERS FUND	84	12/05/2025	WORKERS COMP	101-1018-46733	40,954.00
DATA CENTER WAREHOUSE L...	INV-008987	12/05/2025	CHECKPOINT EMAIL SECURITY ..	101-1004-44607	4,392.50
DATA CENTER WAREHOUSE L...	INV-011681	12/05/2025	THREATDOWN ADVANCED, 90...	101-1004-44607	2,933.50
LASTING PAWS PET MEMORIA...	LC1039-I-0069	12/05/2025	ANIMAL CREAMTION	101-1006-48598	246.63
LASTING PAWS PET MEMORIA...	LC1039-I-0070	12/05/2025	ANIMAL CREAMTION	101-1006-48598	87.20
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	CITY MANAGER'S OFFICE	101-1003-41226	183.84
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	FINANCE / ADMIN SERVICES	101-1004-41226	466.15
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	POLICE DEPT	101-1007-41226	1,254.48
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	PARKS & RECREATION	101-1009-41226	177.58
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	STREET DEPT	101-1011-41226	308.66
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	FACILITY MANAGEMENT	101-1014-41226	218.62
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	LIBRARY	101-1016-41226	237.16
WORKQUEST DBA HORIZONS ...	SINV048443	12/05/2025	DOCUMENTS DESTRUCTION &...	101-1004-43999	45.75
WORKQUEST DBA HORIZONS ...	SINV048443	12/05/2025	RENTAL FEE	101-1004-43999	4.94
TAC10 INC	TACMN0000673	12/05/2025	ANNUAL TAC 10 MAINTENAN...	101-1007-43815	15,716.80
NM BOARD OF VETERINARY ...	EUT-0350 MANNING TARA	12/11/2025	EUTH LICENSE FOR TARA MA...	101-1006-42720	50.00
TYLER TECHNOLOGIES INC	025-535763	12/11/2025	PLANNED ANNUAL CONTINUI...	101-1004-42720	367.44
DELL TECHNOLOGIES	10850352692	12/11/2025	DELL PRO TOWER PLUS QBT1...	101-1004-44607	1,622.49
DELL TECHNOLOGIES	10850352692	12/11/2025	DELL PRO 13 PLUS LAPTOP	101-1004-44607	998.74
DELL TECHNOLOGIES	10850352692	12/11/2025	3 DELL MONITOR P272SH	101-1004-44607	537.54
BRADY INDUSTRIES LLC	10977012	12/11/2025	CENTER PULL PAPER TOWELS...	101-1014-44607	510.00
BRADY INDUSTRIES LLC	10977012	12/11/2025	FUEL CHARGE	101-1014-44607	4.00
BRADY INDUSTRIES LLC	10977012	12/11/2025	CLAIRE GERMICIDAL DISINFEC...	101-1014-44607	599.67
WILSON & COMPANY INC ENG...	143087	12/11/2025	ON CALL GRANT MANAGEME...	101-1010-48598	3,835.76
WILSON & COMPANY INC ENG...	144103	12/11/2025	ON CALL GRANT MANAGEME...	101-1010-48598	1,112.84
T OR C HARDWARE INC	183715/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	7.20
T OR C HARDWARE INC	183795/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	74.19
T OR C HARDWARE INC	183799/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	9.02
T OR C HARDWARE INC	183801/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	67.40
T OR C HARDWARE INC	183837/6	12/11/2025	OPEN P.O. FOR T OR C HARD...	101-1014-44607	7.77
T OR C HARDWARE INC	183841/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	46.53
T OR C HARDWARE INC	183855/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	199.95
T OR C HARDWARE INC	183865/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	17.08
T OR C HARDWARE INC	183883/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	56.98
T OR C HARDWARE INC	183896/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	34.18
T OR C HARDWARE INC	183900/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	24.68
T OR C HARDWARE INC	183939/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	71.23
T OR C HARDWARE INC	183957/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	21.84
T OR C HARDWARE INC	183988/6	12/11/2025	UNSTOCKED FIELD SUPPLIES	101-1009-44607	51.65
AMAZON CAPITAL SERVICES I...	1HLR-JFHJ-3JKM	12/11/2025	STAPLES EMERGE VOMAX BO...	101-1004-44606	166.59
AMAZON CAPITAL SERVICES I...	1HLR-JFHJ-3JKM	12/11/2025	HUANUO STANDING CORNER...	101-1004-44606	233.99
AMAZON CAPITAL SERVICES I...	1MPJ-4PKJ-669J	12/11/2025	FRAME FOR COMMISSIONER/...	101-1000-44606	49.88
SIERRA ELECTRIC CO-OP INC	2154 - 12/2/2025	12/11/2025	AIRPORT - ELECTRIC	101-1018-43780	1,216.79
NU WAY LAUNDRY & CLEANE...	40649	12/11/2025	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
SIERRA VISTA HOSPITAL SIERR...	41000436	12/11/2025	COLLECTION DRUG TEST FEE ...	101-1004-48599	108.00
SIERRA COUNTY SENTINEL	4504 - CLERK	12/11/2025	FY 25/26 PUBLICATIONS	101-1001-43740	910.35
SIERRA COUNTY SENTINEL	4509	12/11/2025	HELP WANTED ADS - FY23-24 - ..	101-1004-43740	442.17
SIERRA ELECTRIC CO-OP INC	5764 - 12/2/2025	12/11/2025	MIMS AREA - ELECTRIC	101-1018-43780	651.82
GARY WHITEHEAD	589712737	12/11/2025	LODGING REIMBURSEMENT ...	101-1003-42720	333.00
VERIZON WIRELESS	6129423294	12/11/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	193.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	6129423294	12/11/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.88
QUEST DIAGNOSTICS INC	9218474650	12/11/2025	SCREENING & MRO FEE FY 25-...	101-1004-48599	177.30
CRUCES TROPHY & AWARDS C...	93304	12/11/2025	ACRYLIC AWARD FOR COMM. ...	101-1000-44606	140.00
TALON SEPTIC & POTTY SERVI...	I3208	12/11/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,100.00
AMAZON CAPITAL SERVICES I...	1HGO-G9P9-3VYQ	12/11/2025	LOGITECH WEBCAM	101-1004-44606	66.49
WEX BANK	109061037-CMO	12/19/2025	OPEN PO FOR FUEL FY 25/26	101-1003-43316	111.50
WEX BANK	109061037-CODE	12/19/2025	OEPN PO FOR CODES/ACO FU...	101-1008-43316	246.34
WEX BANK	109061037-FIN	12/19/2025	FINANCE WEX FUEL OPEN PO ...	101-1004-43316	41.45
WEX BANK	109061037-FM	12/19/2025	WEX BANK FUEL CARD OPEN P...	101-1014-43316	375.53
WEX BANK	109061037-PD	12/19/2025	PD FUEL USAGE FOR FY 25-26	101-1007-43316	6,547.18
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	ESTIMATED SALES TAX	101-1009-44607	112.01
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	ESTIMATED TAX	101-1009-44607	15.43
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	8 FT INFLATABLE SNOWMAN	101-1009-44607	75.69
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	DELIVERY	101-1009-44607	79.00
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	8FT PRE-LIT GINGER BREAD M...	101-1009-44607	48.32
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	GE - 300 COUNT 74.4- FT STAY...	101-1009-44607	559.72
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	9.75 FT LED BUMBLE ANIMAT...	101-1009-44607	498.00
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	FREE STANDING SNOWMANE	101-1009-44607	119.44
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	COOKING MONSTER	101-1009-44607	79.98
COMMUNITY SERVICE BANK ...	11/30/2025-1985	12/19/2025	3.5FT LED ELF	101-1009-44607	59.96
POLICE DEPARTMENT BANK O...	11/30/2025-2492	12/19/2025	DARE TRAINING LODGING	101-1007-42720	742.22
POLICE DEPARTMENT BANK O...	11/30/2025-2492	12/19/2025	IACP DUES FOR CHIEF TAVIZON	101-1007-43770	220.00
COMMUNITY DEVELOPMENT ...	11/30/2025-4301	12/19/2025	THE CLYDE HOTEL STAY	101-1010-42720	177.26
FINANCE BANK OF AMERICA	11/30/2025-5596-HR	12/19/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	430.94
CITY MANAGER BANK OF AM...	11/30/2025-6162	12/19/2025	61st PAVING & TRANSPORTAT...	101-1003-42720	175.00
ANIMAL SHELTER BANK OF A...	11/30/2025-6722	12/19/2025	TRUNK OR TREAT CANDY	101-1006-44607	124.64
ANIMAL SHELTER BANK OF A...	11/30/2025-6722	12/19/2025	DOG FOOD	101-1006-44607	1,079.60
PARKS AND REC BANK OF AM...	11/30/2025-8061	12/19/2025	WORK BOOTS FOR JOHN COR...	101-1009-44615	82.49
PARKS AND REC BANK OF AM...	11/30/2025-8061	12/19/2025	WORK BOOTS	101-1014-44615	184.99
FINANCE BANK OF AMERICA	11/30/2025-FIN	12/19/2025	ESTIMATED MEAL	101-1004-42310	141.05
FINANCE BANK OF AMERICA	11/30/2025-FIN	12/19/2025	LODGING ESTIMATE-CLYDE H...	101-1004-42310	1,332.00
CITY UTILITIES	12/16/2025	12/19/2025	GENERAL FUND LANDFILL	101-1018-43780	38,743.10
CITY UTILITIES	12/9 & 12/16/2025	12/19/2025	GENERAL FUND CYCLE A & B	101-1018-43780	7,848.20
THE LINE LLC	121620253	12/19/2025	OPEN PO FOR CODES UNIFO...	101-1008-42620	147.00
AMAZON CAPITAL SERVICES I...	1YMM-DVPC-7DFX	12/19/2025	FEEDERS FOR DOGS AND CAR...	101-1006-44607	222.56
UNIFIRST HOLDINGS INC DBA ...	2880320987	12/19/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880323382	12/19/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
ALARM CONTROL TECHNOLOG...	40806	12/19/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	40807	12/19/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
MARLIN LEASING CORPORATI...	41349345	12/19/2025	CLERKS OFFICE OPEN PO FY25...	101-1001-43465	246.78
MARLIN LEASING CORPORATI...	41349345	12/19/2025	CITY MANAGER OPEN PO FY2...	101-1003-43465	356.58
MARLIN LEASING CORPORATI...	41349345	12/19/2025	FINANCE OFFICE OPEN PO FY...	101-1004-43465	296.14
MARLIN LEASING CORPORATI...	41349345	12/19/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43465	592.28
MARLIN LEASING CORPORATI...	41349345	12/19/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43465	246.78
MARLIN LEASING CORPORATI...	41349345	12/19/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.04
DATA CENTER WAREHOUSE L...	INV-012970	12/19/2025	Office 365	101-1004-44607	21,356.74
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	CITY MANAGER'S OFFICE	101-1003-41226	183.84
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	FINANCE / ADMIN SERVICES	101-1004-41226	499.37
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	POLICE DEPT	101-1007-41226	1,336.16
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	PARKS & RECREATION	101-1009-41226	138.38
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	STREET DEPT	101-1011-41226	308.66
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	FACILITY MANAGEMENT	101-1014-41226	218.62
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	LIBRARY	101-1016-41226	237.16
WORKQUEST DBA HORIZONS ...	SINV048872	12/19/2025	DOCUMENTS DESTRUCTION &...	101-1004-43999	45.75
WORKQUEST DBA HORIZONS ...	SINV048872	12/19/2025	RENTAL FEE	101-1004-43999	4.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDSTREAM CORPORATION	101131348 12/18/25	12/23/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	98.34
TURTLEBACK PEST CONTROL I...	111734	12/23/2025	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,074.00
WILSON & COMPANY INC ENG...	144762	12/23/2025	WATER SYSTEM SERVICES INF...	101-1010-48598	418.48
VERIZON WIRELESS	6131065897	12/23/2025	CITY CLERK OPEN PO FY25/26	101-1001-43775	231.20
VERIZON WIRELESS	6131065897	12/23/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	224.86
VERIZON WIRELESS	6131065897	12/23/2025	FINANCE OPEN PO FY25/26	101-1004-43775	220.88
VERIZON WIRELESS	6131065897	12/23/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	141.94
VERIZON WIRELESS	6131065897	12/23/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	1,033.36
VERIZON WIRELESS	6131065897	12/23/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.48
VERIZON WIRELESS	6131065897	12/23/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43775	126.23
VERIZON WIRELESS	6131065897	12/23/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	43.22
VERIZON WIRELESS	6131065897	12/23/2025	STREETS DEPT OPEN PO FY25/...	101-1011-43775	169.10
VERIZON WIRELESS	6131065897	12/23/2025	FACILITIES MAINT OPEN PO F...	101-1014-43775	100.64
TESTONS FREEWAY CHEVRON	6672	12/23/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	117.88
TESTONS FREEWAY CHEVRON	6673	12/23/2025	ANIMAL SHELTER FUEL	101-1006-43316	22.61
TESTONS FREEWAY CHEVRON	6676	12/23/2025	OPEN PO - UNLEADED/DIESEL ...	101-1009-43316	1,010.82
NEW MEXICO GAS COMPANY ...	12/23/2025	12/31/2025	100600-0100002	101-1018-43780	3,073.93
SIERRA VISTA HOSPITAL SIERR...	12/24/2025	12/31/2025	OPEN PO HOSPITAL GRT DISTR...	101-1017-48599	40,691.55
TDS	12/25/2025	12/31/2025	014-044-1406	101-1018-43780	600.00
TDS	12/25/2025	12/31/2025	014-044-1526	101-1018-43780	129.95
TDS	12/25/2025	12/31/2025	014-044-1369	101-1018-43780	149.00
TDS	12/25/2025	12/31/2025	014-044-1537	101-1018-43780	149.00
TDS	12/25/2025	12/31/2025	014-044-1618	101-1018-43780	189.87
TDS	12/25/2025	12/31/2025	014-044-1553	101-1018-43780	221.10
TDS	12/25/2025	12/31/2025	014-044-1402	101-1018-43780	440.14
TDS	12/25/2025	12/31/2025	014-044-1828	101-1018-43780	1,350.14
TDS	12/25/2025	12/31/2025	014-044-1373	101-1018-43780	440.14
TDS	12/25/2025	12/31/2025	014-044-1351	101-1018-43780	440.14
TDS	12/25/2025	12/31/2025	014-044-1371	101-1018-43780	440.14
TDS	12/25/2025	12/31/2025	014-044-1352	101-1018-43780	440.14
TDS	12/25/2025	12/31/2025	014-044-1353	101-1018-43780	440.14
TDS	12/25/2025	12/31/2025	014-044-1348	101-1018-43780	440.14
TDS	12/25/2025	12/31/2025	014-044-1372	101-1018-43780	440.14
AMAZON CAPITAL SERVICES I...	17FD-64GG-7TQV	12/31/2025	AMAZON ORDER - CLERK'S OF...	101-1001-44606	8.97
AMAZON CAPITAL SERVICES I...	19MN-7FPC-6MCF	12/31/2025	AMAZON ORDER - CLERK'S OF...	101-1001-44606	74.56
AMAZON CAPITAL SERVICES I...	1GKD-WD9K-49G7	12/31/2025	SUPPLIES FOR OFFICE	101-1007-44606	18.07
VALLEY VET SUPPLY	280561	12/31/2025	TRUCAN DAPPI DOG VACCINE	101-1006-44607	389.79
VALLEY VET SUPPLY	280561	12/31/2025	TRUCAN B ORAL FOR DOGS	101-1006-44607	743.80
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	CITY MANAGER'S OFFICE	101-1003-41226	183.84
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	FINANCE / ADMIN SERVICES	101-1004-41226	499.37
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	POLICE DEPT	101-1007-41226	1,427.82
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	PARKS & RECREATION	101-1009-41226	161.90
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	STREET DEPT	101-1011-41226	308.66
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	FACILITY MANAGEMENT	101-1014-41226	218.62
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	LIBRARY	101-1016-41226	237.16
Fund 101 - General Total:					670,826.93
Fund: 201 - Corrections					
SIERRA COUNTY TREASURER	11012025	12/23/2025	HOLDING OF PRISONERS FY25...	201-1903-48710	2,530.00
SIERRA COUNTY TREASURER	12012025	12/31/2025	HOLDING OF PRISONERS FY25...	201-1903-48710	1,980.00
Fund 201 - Corrections Total:					4,510.00
Fund: 209 - Fire					
MUNICIPAL EMERGENCY SERV...	IN2377398	12/05/2025	RESCUE CHAIN PACKAGE	209-1603-44607	705.00
MUNICIPAL EMERGENCY SERV...	IN2377899	12/05/2025	CUSTOM BULLARD FRONT - FI...	209-1603-44615	630.00
MUNICIPAL EMERGENCY SERV...	IN2377899	12/05/2025	CUSTOM BULLARD FRONT - C...	209-1603-44615	105.00
MUNICIPAL EMERGENCY SERV...	IN2377899	12/05/2025	CUSTOM BULLARD FRONT - A...	209-1603-44615	105.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XEROX CORP OLD	024656237	12/11/2025	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
MUNICIPAL EMERGENCY SERV...	IN2374399	12/11/2025	FACEPIECE AV-3000 HT SMALL...	209-1603-44615	1,485.00
MUNICIPAL EMERGENCY SERV...	IN2376252	12/11/2025	CUSTOM HOWELL RESCUE AR...	209-1603-44607	965.00
MUNICIPAL EMERGENCY SERV...	IN2383900	12/11/2025	FIELD SUPPLIES	209-1603-44607	6,580.00
MUNICIPAL EMERGENCY SERV...	IN2386779	12/11/2025	HFRP TAIL COAT	209-1603-44615	15,510.00
MUNICIPAL EMERGENCY SERV...	IN2386779	12/11/2025	HFRP TAIL PANT	209-1603-44615	10,860.00
ADVANCED COMMUNICATIO...	22709B	12/19/2025	COAC KIT, NO CONNECTOR	209-1603-43999	64.06
ADVANCED COMMUNICATIO...	22709B	12/19/2025	ACCESSORY KIT, IGNITION SW...	209-1603-43999	76.84
ADVANCED COMMUNICATIO...	22709B	12/19/2025	144-174 MHZ 3 DB BASE LOAD...	209-1603-43999	120.34
ADVANCED COMMUNICATIO...	22709B	12/19/2025	ACCESSORY KIT, 13W EXT SPE...	209-1603-43999	144.90
ADVANCED COMMUNICATIO...	22709B	12/19/2025	MILEAGE/MOBILIZATION	209-1603-43999	191.25
ADVANCED COMMUNICATIO...	22709B	12/19/2025	LABOR REPROGRAM CURRENT...	209-1603-43999	300.00
ADVANCED COMMUNICATIO...	22709B	12/19/2025	OPTION BOARD	209-1603-43999	406.62
ADVANCED COMMUNICATIO...	22709B	12/19/2025	MOTOTRBO R7 PORTABLE RA...	209-1603-43999	10,505.10
ADVANCED COMMUNICATIO...	22709B	12/19/2025	XPR550E VHF MOBILE RADIO	209-1603-43999	2,937.40
ADVANCED COMMUNICATIO...	22709B	12/19/2025	MINITOR 7 STANDARD CHARG...	209-1603-43999	1,584.00
ADVANCED COMMUNICATIO...	22709B	12/19/2025	5Y ESSENTIAL W/ACCIDENTAL...	209-1603-43999	1,312.50
ADVANCED COMMUNICATIO...	22709B	12/19/2025	FREIGHT	209-1603-43999	810.18
ADVANCED COMMUNICATIO...	22709B	12/19/2025	STANDARD LI-ION BATTERY 3...	209-1603-43999	648.48
ADVANCED COMMUNICATIO...	22709B	12/19/2025	IMPRES 4 WAY NAV KEYPAD ...	209-1603-43999	286.98
ADVANCED COMMUNICATIO...	22709B	12/19/2025	MINITOR 7 5 CHANNEL IS VHF...	209-1603-43999	10,638.00
ADVANCED COMMUNICATIO...	22709B	12/19/2025	CONNECTOR, 3-PC MINI UHF ...	209-1603-43999	14.82
ADVANCED COMMUNICATIO...	22709B	12/19/2025	SALES TAX	209-1603-43999	41.14
LYNNS LANDSCAPE	2942	12/19/2025	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
MARLIN LEASING CORPORATI...	41349345	12/19/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43465	246.78
WINDSTREAM CORPORATION	100377628 12/16/25	12/23/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43775	129.86
VERIZON WIRELESS	6131065897	12/23/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43775	123.27
TESTONS FREEWAY CHEVRON	6677	12/23/2025	OPEN PO FOR GAS/FUEL FY 25...	209-1603-43316	163.66
MUNICIPAL EMERGENCY SERV...	IN2374314	12/31/2025	GAUNTLET - SIZE X-SMALL	209-1603-44615	180.00
MUNICIPAL EMERGENCY SERV...	IN2374314	12/31/2025	GAUNTLET - SIZE- X-LARGE	209-1603-44615	540.00
MUNICIPAL EMERGENCY SERV...	IN2374314	12/31/2025	GAUNTLET- SIZE- 2X-LARGE	209-1603-44615	540.00
MUNICIPAL EMERGENCY SERV...	IN2374314	12/31/2025	ESTIMATED SHIPPING COST	209-1603-44615	725.00
MUNICIPAL EMERGENCY SERV...	IN2374557	12/31/2025	RED LEATHER STRUCTURAL FI...	209-1603-44615	1,030.00
MUNICIPAL EMERGENCY SERV...	IN2374557	12/31/2025	RED LEATHER STRUCTURAL FI...	209-1603-44615	515.00
MUNICIPAL EMERGENCY SERV...	IN2374557	12/31/2025	RED LEATHER STRUCTURAL FI...	209-1603-44615	515.00
MUNICIPAL EMERGENCY SERV...	IN2374557	12/31/2025	RED LEATHER STRUCTURAL FI...	209-1603-44615	515.00
MUNICIPAL EMERGENCY SERV...	IN2379925	12/31/2025	RED LEATHER STRUCTURAL FI...	209-1603-44615	515.00
MUNICIPAL EMERGENCY SERV...	IN2383545	12/31/2025	BULLARD HELMETS - WHITE	209-1603-44615	1,120.00
MUNICIPAL EMERGENCY SERV...	IN2383545	12/31/2025	BULLARD HELMETS - BLACK	209-1603-44615	1,120.00
MUNICIPAL EMERGENCY SERV...	IN2385236	12/31/2025	RED LEATHER STRUCTURAL FI...	209-1603-44615	515.00
MUNICIPAL EMERGENCY SERV...	IN2386848	12/31/2025	3XL GEAR BAG W/HELMET C...	209-1603-44615	80.00
MUNICIPAL EMERGENCY SERV...	IN2388076	12/31/2025	AUTO X CRIB TOOL KITS - KIT A	209-1603-44607	1,275.00
MUNICIPAL EMERGENCY SERV...	IN2389032	12/31/2025	CUSTOM HFRP HONEYWELL P...	209-1603-44615	158.00
MUNICIPAL EMERGENCY SERV...	IN2389032	12/31/2025	CUSTOM HFRP HONEYWELL S...	209-1603-44615	66.00
MUNICIPAL EMERGENCY SERV...	IN2392700	12/31/2025	RED LEATHER STRUCTURAL FI...	209-1603-44615	515.00

Fund 209 - Fire Total: 78,392.42

Fund: 211 - Law Enforce Prot

THE LINE LLC	923253	09/26/2025	VELCRO FOR UNIFORM SHOU...	211-2003-44573	180.00
GALLS PARENT HOLDINGS LLC...	033056800	12/05/2025	PATROL BOOTS FOR OFFICERS	211-2003-44615	7.99
GALLS LLC	033265695	12/05/2025	SAFETY GEAR FOR OFFICERS	211-2003-44615	110.28
AMAZON CAPITAL SERVICES I...	1LWD-QCCF-61GV	12/05/2025	EVIDENCE COLLECTION AND P...	211-2003-44607	106.31
ADVANCED COMMUNICATIO...	23023-00	12/05/2025	MOBILE RADIO ACCESSORIES	211-2003-80810	596.96
ADVANCED COMMUNICATIO...	23008-00	12/11/2025	MOBILE RADIO ACCESSORIES	211-2003-80810	1,951.38
SIRCHIE ACQUISITION CO LLC	0719002-IN	12/19/2025	EVIDENCE COLLECTION ITEMS	211-2003-44607	20.33
SIRCHIE ACQUISITION CO LLC	0723306-IN	12/19/2025	EVIDENCE COLLECTION ITEMS	211-2003-44607	113.44
POLICE DEPARTMENT BANK O...	11/30/2025-2492	12/19/2025	NMLEC REGISTRATION AND L...	211-2003-42535	811.20
POLICE DEPARTMENT BANK O...	11/30/2025-2492	12/19/2025	LODGING FOR NMDPS TRAINI...	211-2003-42535	573.94
POLICE DEPARTMENT BANK O...	11/30/2025-2492	12/19/2025	UNIFORM ITEMS FOR OFFICER	211-2003-44573	243.84
POLICE DEPARTMENT BANK O...	11/30/2025-2492	12/19/2025	VISOR CLIPS FOR UNIT	211-2003-44613	20.49
POLICE DEPARTMENT BANK O...	11/30/2025-2492	12/19/2025	PATROL BOOTS FOR OFFICER	211-2003-44615	222.17

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POLICE DEPARTMENT BANK O...	11/30/2025-2492	12/19/2025	EQUIPMENT FOR OFFICERS	211-2003-44615	1,181.86
THE LINE LLC	121120251	12/19/2025	UNIFORM ITEMS FOR SERGEA...	211-2003-44573	270.00
AMAZON CAPITAL SERVICES I...	1DX3-FH67-4Y6X	12/19/2025	COLD WEATHER GEAR FOR SR...	211-2003-44573	142.56
THE LINE LLC	121620254	12/23/2025	OPEN PO FOR GEAR FOR OFFI...	211-2003-44573	56.40
THE LINE LLC	121720251	12/23/2025	OPEN PO FOR GEAR FOR OFFI...	211-2003-44573	363.14
THE LINE LLC	121720251	12/23/2025	OPEN PO FOR SAFETY GEAR	211-2003-44615	162.00
THE LINE LLC	121720252	12/23/2025	OPEN PO FOR GEAR FOR OFFI...	211-2003-44573	411.97
THE LINE LLC	121720252	12/23/2025	OPEN PO FOR SAFETY GEAR	211-2003-44615	153.00
THE LINE LLC	121720253	12/23/2025	OPEN PO FOR GEAR FOR OFFI...	211-2003-44573	341.10
THE LINE LLC	121720253	12/23/2025	OPEN PO FOR SAFETY GEAR	211-2003-44615	108.00
GALLS LLC	032988745	12/31/2025	SAFETY GEAR FOR OFFICERS	211-2003-44615	445.42
AMAZON CAPITAL SERVICES I...	1CJ7-W99P-46M4	12/31/2025	FIELD SUPPLIES	211-2003-44607	28.75
AMAZON CAPITAL SERVICES I...	1GKD-WD9K-49G7	12/31/2025	EQUIPMENT FOR OFFICERS	211-2003-44573	157.75
AMAZON CAPITAL SERVICES I...	1MR6-JRHY-4RDT	12/31/2025	SAFETY GEAR FOR OFFICERS	211-2003-44573	229.86
AMAZON CAPITAL SERVICES I...	1XVG-73MR-4WD3	12/31/2025	FIELD SUPPLIES	211-2003-44607	47.96
PRO FORCE LAW ENFORCEME...	591396	12/31/2025	AMMUNITION	211-2003-80810	3,606.95
Fund 211 - Law Enforce Prot Total:					12,665.05

Fund: 214 - Lodgers Tax

SIERRA COUNTY ARTS COUNCIL	12/01/2025	12/05/2025	ARTISTS OF SIERRA COUNTY S...	214-2560-60725	4,249.86
INTEGRATED ENVIRONMENTA...	510	12/05/2025	RENTAL FEE FOR 523 BROAD...	214-2540-60725	1,923.01
RUANNA WALDRUM	8 - 0001760	12/05/2025	FY 25/26 SCRTAB CONTRACT	214-2560-60725	630.89
GERONIMO TRAIL SCENIC BY...	9 - 11/26/2025	12/05/2025	FY 25/26 STATEWIDE BROCH...	214-2560-60725	10.47
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	LODGERS TAX	214-2503-41226	55.82
SUNNY 505	003994	12/11/2025	FY 25/26 ADVERTISING CONTI...	214-2560-60725	3,243.75
SUNNY 505	003994	12/11/2025	NM GRT	214-2560-60725	64.91
SUNNY 505	004211	12/11/2025	FY 25/26 ADVERTISING CONTI...	214-2560-60725	618.75
SIERRA COUNTY ARTS COUNCIL	12/01/2025-C	12/11/2025	REMAINING BALANCE FOR ST...	214-2560-60725	172.73
GERONIMO TRAIL SCENIC BY...	12/4/2025	12/11/2025	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	508.33
SIERRA AUTO PARTS LLC	341758	12/11/2025	OPEN PO FIELD SUPPLIES FY26...	214-2503-44608	164.95
SIERRA AUTO PARTS LLC	341856	12/11/2025	OPEN PO FIELD SUPPLIES FY26...	214-2503-44608	38.80
SIERRA AUTO PARTS LLC	342062	12/11/2025	OPEN PO FIELD SUPPLIES FY26...	214-2503-44608	57.55
SIERRA COUNTY SENTINEL	4504 - PIO	12/11/2025	PIO PRINT ADS	214-2540-60725	278.35
MAINSTREET TRUTH OR CONS...	12/18/2025	12/19/2025	FY 25/26 OPERATIONAL FUNDS	214-2540-60725	12,500.00
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	LODGERS TAX	214-2503-41226	55.82
RUANNA WALDRUM	10 - 0001768	12/23/2025	FY 25/26 SCRTAB CONTRACT	214-2560-60725	610.31
GERONIMO TRAIL SCENIC BY...	11 12/19/2025	12/23/2025	FY 25/26 STATEWIDE BROCH...	214-2560-60725	31.21
VERIZON WIRELESS	6131065897	12/23/2025	PUBLIC INFORMATION OPEN ...	214-2540-43775	61.92
INTEGRATED ENVIRONMENTA...	523	12/31/2025	RENTAL FEE FOR 523 BROAD...	214-2540-60725	1,923.01
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	LODGERS TAX	214-2503-41226	55.82
Fund 214 - Lodgers Tax Total:					27,256.26

Fund: 216 - Muni Street

PETES EQUIPMENT INC	0035963	12/11/2025	FELT RING	216-4503-47420	48.44
SUPERIOR WEED AND PEST C...	022022404	12/11/2025	WEED CONTROL	216-4503-43550	4,228.25
SOUTHWEST CONSTRUCTION ...	105173	12/11/2025	CUTTING EDGES	216-4503-47420	1,430.40
MARLIN LEASING CORPORATI...	41344211	12/19/2025	STREET DEPT OPEN PO FY25/...	216-4503-43465	198.07
TOOLS PLUS INDUSTRIES	51814	12/23/2025	HIGH VIZ JACKETS	216-4503-44615	1,972.23
TESTONS FREEWAY CHEVRON	6675	12/23/2025	TESTON FUEL	216-4503-43316	742.92
INTERWEST SAFETY SUPPLY LLC	98464	12/23/2025	DEAD END SIGNS	216-4503-43550	569.10
SANCO OIL LLC	1644	12/31/2025	FUEL	216-4503-43316	105.34
SANCO OIL LLC	1647	12/31/2025	FUEL	216-4503-43316	71.59
SANCO OIL LLC	1653	12/31/2025	FUEL	216-4503-43316	107.31
SANCO OIL LLC	2002	12/31/2025	FUEL	216-4503-43316	90.55
SANCO OIL LLC	2004	12/31/2025	FUEL	216-4503-43316	96.66
SANCO OIL LLC	2007	12/31/2025	FUEL	216-4503-43316	77.99
SANCO OIL LLC	2011	12/31/2025	FUEL	216-4503-43316	98.62
UNIFIRST HOLDINGS INC DBA ...	2880323399	12/31/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	69.27
UNIFIRST HOLDINGS INC DBA ...	2880325688	12/31/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	69.27
UNIFIRST HOLDINGS INC DBA ...	2880327940	12/31/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	69.27
TOOLS PLUS INDUSTRIES	51872	12/31/2025	DEWALT CORDLESS SHOP VAC	216-4503-44607	289.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOOLS PLUS INDUSTRIES	51872	12/31/2025	HIGH VIZ JACKETS AND SHOP ...	216-4503-44615	959.92
				Fund 216 - Muni Street Total:	11,295.19
Fund: 294 - State Library					
THE LIBRARY CORPORATION	INV11004302	12/11/2025	RENEW LIBRARY.SOLUTION C...	294-5003-60835	2,890.76
MARLIN LEASING CORPORATI...	41349345	12/19/2025	LIBRARY OPEN PO FY25/26	294-5003-60834	320.82
VERIZON WIRELESS	6131065897	12/23/2025	LIBRARY OPEN PO FY25/26	294-5003-60834	118.39
				Fund 294 - State Library Total:	3,329.97
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	POOL	295-4803-41226	42.67
MARLIN LEASING CORPORATI...	41349345	12/19/2025	POOL OPEN PO FY25/26	295-4803-43465	49.36
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	POOL	295-4803-41226	36.27
VERIZON WIRELESS	6131065897	12/23/2025	POOL OPEN PO FY25/26	295-4803-43775	68.46
FOXWORTH GALBRAITH	3712799	12/31/2025	1 LB DRYWALL SCREWS 6X 1-5...	295-4803-44607	6.23
FOXWORTH GALBRAITH	3712799	12/31/2025	SAW BLADE FRAMING 7-1\4"	295-4803-44607	8.00
FOXWORTH GALBRAITH	3712799	12/31/2025	WALLBOARD GYPSUM 1\2"4...	295-4803-44607	33.30
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	POOL	295-4803-41226	42.67
				Fund 295 - Muni Pool Total:	286.96
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	106324	12/05/2025	BEST FRIENDS MEDICAL FUND	299-7051-48710	288.62
				Fund 299 - SPECIAL REVENUE FUNDS Total:	288.62
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724	12/16/25	VETERANS WALL OPEN PO FY...	303-4703-43775	300.40
				Fund 303 - Vet Wall Total:	300.40
Fund: 312 - R&R Airport					
LUCAS FRANCKE DBA REAL ST...	12/23/2025	12/31/2025	TAX (LABOR)	312-7066-47415	40.13
LUCAS FRANCKE DBA REAL ST...	12/23/2025	12/31/2025	AIRPORT HANGAR #1 DOOR #...	312-7066-47415	600.00
LUCAS FRANCKE DBA REAL ST...	12/23/2025	12/31/2025	MATERIALS	312-7066-47415	300.00
C&L PUMP SERVICE INC.	820254449	12/31/2025	CALIBRATION DOCUMENTATI...	312-7066-47415	35.00
C&L PUMP SERVICE INC.	820254449	12/31/2025	TRAILER 100-GALLON PROVER...	312-7066-47415	200.00
C&L PUMP SERVICE INC.	820254449	12/31/2025	LABOR CALIBRATION, TRAVEL ,...	312-7066-47415	2,255.20
				Fund 312 - R&R Airport Total:	3,430.33
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	144767	12/23/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	125,573.47
PLUMA LLC	25-1757.4	12/23/2025	PLUMA CHANGE ORDER #1	315-8010-45600	11,313.36
PLUMA LLC	25-1757.4	12/23/2025	GROSS RECEIPTS TAX	315-8010-45600	4,670.83
PLUMA LLC	25-1757.4	12/23/2025	SHADE STRUCTURE OVER PLA...	315-8010-45600	9,767.95
PLUMA LLC	25-1757.4	12/23/2025	SHADE STRUCTURE OVER PLA...	315-8010-80860	46,003.17
				Fund 315 - CI Reserve Total:	197,328.78
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY INC ENG...	140440	12/31/2025	TAX	320-6603-80860	96.83
WILSON & COMPANY INC ENG...	140440	12/31/2025	ENGINEERING SERVICES MSD...	320-6603-80860	1,269.96
SMITHCO CONSTRUCTION INC	21 FINAL	12/31/2025	MSD WATERLINE CONSTRUCT...	320-6603-80860	32,512.50
				Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	33,879.29
Fund: 360 - NMFA PROJECTS					
GANNETT MEDIA CORP	0007314601	12/05/2025	LEGAL AD	360-7044-80860	187.74
				Fund 360 - NMFA PROJECTS Total:	187.74
Fund: 380 - OTHER STATE FUNDED PROJECTS					
PLUMA LLC	1-R-1	12/05/2025	FY22 GRANT AGREEMENT 419...	380-7020-80860	72,933.12
WILSON & COMPANY INC ENG...	144769	12/23/2025	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	16,479.43
MRWM LANDSCAPE ARCHITE...	25-12054	12/23/2025	SALES TAX	380-7020-80860	528.16
MRWM LANDSCAPE ARCHITE...	25-12054	12/23/2025	T OR C GREAT BLOCKS-FOCH S...	380-7020-80860	6,926.66
				Fund 380 - OTHER STATE FUNDED PROJECTS Total:	96,867.37
Fund: 403 - Pledge State DEBT SERVICE					
NEW MEXICO FINANCE AUTH...	12/1/2025	12/05/2025	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	12/1/2025	12/05/2025	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.73
NEW MEXICO FINANCE AUTH...	12/1/2025	12/05/2025	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,438.95
NEW MEXICO FINANCE AUTH...	12/1/2025	12/05/2025	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,572.83

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NEW MEXICO FINANCE AUTH...	12/1/2025	12/05/2025	NMFA DW-4794 MONTHLY D...	403-1203-90925	125.00
BANK OF THE SOUTHWEST	12/4/2025	12/05/2025	INTEREST PAYMENTS WISPI 2...	403-1203-90910	44.42
BANK OF THE SOUTHWEST	12/17/2025	12/19/2025	INCREASED AMOUNT APPROV...	403-1203-90910	5,214.50
Fund 403 - Pledge State DEBT SERVICE Total:					31,685.01

Fund: 501 - Cemetery

HOT SPRINGS CEMETERY ASS...	12/31/2025	12/23/2025	HOT SPRINGS CEMETERY CON...	501-1803-47415	1,000.00
ALL FUNERAL SERVICES	8JGWG8LE-0006	12/23/2025	INVENTORY MANAGEMENT ...	501-1803-48599	5,000.00
Fund 501 - Cemetery Total:					6,000.00

Fund: 502 - UTILITY OFFICE-UTILITY BILLING

NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	UTILITY OFFICE	502-3601-41226	256.62
XEROX CORP OLD	024656236	12/11/2025	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	346.80
AMAZON CAPITAL SERVICES I...	1HLR-JFHJ-3JKM	12/11/2025	4x 47 INCH COMBINABLE FOL...	502-3601-44606	1,039.99
AMAZON CAPITAL SERVICES I...	1HLR-JFHJ-3JKM	12/11/2025	4x STACKABLE HERCULES BLA...	502-3601-44606	250.40
PITNEY BOWES INC	3321632070	12/11/2025	UB OPEN PO 25/26 PITNEY B...	502-3601-43770	3,514.41
PITNEY BOWES INC	3321653169	12/11/2025	UB OPEN PO 25/26 PITNEY B...	502-3601-43770	639.99
STAPLES CONTRACT & COMM...	6048278695	12/11/2025	OFFICE SUPPLIES	502-3601-44606	334.83
MARLIN LEASING CORPORATI...	41349345	12/19/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43465	394.86
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	UTILITY OFFICE	502-3601-41226	256.64
VERIZON WIRELESS	6131065897	12/23/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	183.01
TESTONS FREEWAY CHEVRON	6674	12/23/2025	UTILITY OFFICE FUEL OPEN PO...	502-3601-43316	63.95
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	UTILITY OFFICE	502-3601-41226	256.63
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					7,538.13

Fund: 503 - Electric

MERCHANT JOB TRAINING & ...	10813	12/05/2025	4TH YEAR TUITION- JOSH BRE...	503-3702-42720	550.00
LANDIS+GYR TECHNOLOGY INC	90422067	12/05/2025	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,860.00
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	ELECTRIC DEPT	503-3702-41226	387.05
TRIPLE H SOLAR LLC	0412	12/11/2025	ENGINEERING SERVICES- OPEN...	503-3702-48598	3,280.00
TRI STATE GENERATION & TR...	1063009	12/11/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	43,126.80
WESTERN UNITED ELECTRIC	6159431	12/11/2025	35' CLASS 4 POLE	503-3702-44607	15,000.00
WESTERN UNITED ELECTRIC	6159431	12/11/2025	45' CLASS 2 DF POLE	503-3702-44607	13,120.00
WESTERN UNITED ELECTRIC	6159431	12/11/2025	40' CLASS 2 DF POLE	503-3702-44607	10,990.00
WESTERN UNITED ELECTRIC	6159812	12/11/2025	500 KVA TRANSFORMER 1247...	503-3702-44607	19,900.00
WESTERN UNITED ELECTRIC	6159969	12/11/2025	R3CA-LB-3FMP BRACKET	503-3702-44607	1,189.00
SIERRA ELECTRIC CO-OP INC	716800 - 12/5/2025	12/11/2025	POWER SERVICES-OPEN PO FY...	503-3702-50795	211,603.03
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202511-01	12/11/2025	POWER SERVICES- OPEN PO FY...	503-3702-50795	13,413.29
WESTERN AREA POWER ADM...	JJPB1798A1125	12/17/2025	BASE DEMAND & BASE ENER...	503-3702-50795	42,332.63
ELECTRIC BANK OF AMERICA	11/30/2025-4453	12/19/2025	WATER	503-3702-44607	65.64
TRANSMISSION & DISTRIBUTI...	18093	12/19/2025	EL DISTRIBUTION SYSTEM ST...	503-3702-48598	409.15
MARLIN LEASING CORPORATI...	41349345	12/19/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43465	123.40
VERIZON WIRELESS	6130081066	12/19/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	51.62
WESTERN UNITED ELECTRIC	6160609	12/19/2025	6184R-70 CNECK INSULATOR	503-3702-44607	325.92
ASPLUNDH ELECTRICAL TESTI...	94841	12/19/2025	PROCURE EQUIPMENT FOR N....	503-3702-47415	14,000.00
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	ELECTRIC DEPT	503-3702-41226	408.20
ALTEC INDUSTRIES INC	13349716	12/23/2025	SHIPPING	503-3702-47420	974.19
ALTEC INDUSTRIES INC	13349716	12/23/2025	991611208 LINE HOSE BOX 76...	503-3702-47420	5,788.50
VERIZON WIRELESS	6131065897	12/23/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	202.37
TESTONS FREEWAY CHEVRON	6678	12/23/2025	GAS/DIESEL FUEL PURCHASES-...	503-3702-43316	1,137.88
MARTO ENERGY	122825-01	12/31/2025	REPLACE POLE BEHING CONO...	503-3702-47415	6,150.00
MARTO ENERGY	122825-01	12/31/2025	REPLACE POLE BY POST OFFICE...	503-3702-47415	6,150.00
MARTO ENERGY	122825-01	12/31/2025	TAX (LABOR)	503-3702-47415	1,545.19
MARTO ENERGY	122825-01	12/31/2025	REPLACE DOUBLE CIRCUIT PO...	503-3702-47415	6,150.00
QUILL CORPORATION	46930962	12/31/2025	OFFICE CHAIR HL00161WHWH	503-3702-44606	326.15
QUILL CORPORATION	46931089	12/31/2025	LOGITECH MK470 SLIM WIREL...	503-3702-44606	56.99
QUILL CORPORATION	46944692	12/31/2025	2026 AT A GLANCE 24"x 19" D...	503-3702-44606	42.48
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	ELECTRIC DEPT	503-3702-41226	429.36
Fund 503 - Electric Total:					421,088.84

Fund: 504 - Water

AMAZON CAPITAL SERVICES I...	14R6-RKFN-1YLV	12/05/2025	W/WW OFFICE SUPPLIES	504-3803-44606	22.33
AMAZON CAPITAL SERVICES I...	1J6W-RHKJ-FGLT	12/05/2025	W WW OFFICE SUPPLIES	504-3803-44606	80.68

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AMAZON CAPITAL SERVICES I...	1KKL-7GH9-WHNP	12/05/2025	W WW OFFICE SUPPLIES	504-3803-44606	45.95
AMAZON CAPITAL SERVICES I...	1NQ1-FGH1-LC6H	12/05/2025	W WW OFFICE SUPPLIES	504-3803-44606	32.49
AMAZON CAPITAL SERVICES I...	1X77-6GN7-1V4K	12/05/2025	W WW OFFICE SUPPLIES	504-3803-44606	72.11
UNIFIRST HOLDINGS INC DBA ...	2880309603	12/05/2025	UNIFORMS FOR W/WW FY 25...	504-3803-42620	36.01
SAFETY FLARE INC	5362	12/05/2025	W/WW SAFETY EQUIPMENT	504-3803-44615	1,830.00
MAULDIN DRILLING LLC	8548	12/05/2025	WELL#8 VENT REPAIR	504-3803-48598	433.50
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	WATER DEPT	504-3803-41226	341.91
TAXATION AND REVENUE	12/9/2025	12/11/2025	WATER CONSERVATION FEE FY...	504-3803-43797	1,072.98
4x4 SERVICES AND CONSULTS...	120825	12/11/2025	JESSE COLE CONTRACT FOR ...	504-3803-48598	704.44
SANCO OIL LLC	1626	12/11/2025	OPEN PO FY 25-26 FOR FUEL...	504-3803-43316	77.59
T OR C HARDWARE INC	183698/6	12/11/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	28.72
T OR C HARDWARE INC	183784/6	12/11/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	6.45
T OR C HARDWARE INC	183825/6	12/11/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	3.55
T OR C HARDWARE INC	183958/6	12/11/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	15.19
T OR C HARDWARE INC	183961/6	12/11/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	8.45
T OR C HARDWARE INC	183987/6	12/11/2025	T OR C HARDWARE OPEN PO ...	504-3803-44607	5.02
BULLOCKS INC	1902 - 12/1/2025	12/11/2025	BULLOCKS OPEN PO FR W WW	504-3803-44607	23.52
UNIFIRST HOLDINGS INC DBA ...	2880318613	12/11/2025	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
UNIFIRST HOLDINGS INC DBA ...	2880321432	12/11/2025	UNIFORMS FOR W/WW FY 25...	504-3803-42620	43.36
SIERRA AUTO PARTS LLC	342049	12/11/2025	ANTIFREEZE FOR VAC TRAILER	504-3803-47420	25.04
BAKER UTILITY SUPPLY CORP	FCHR000000010336	12/11/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	11.82
BAKER UTILITY SUPPLY CORP	FCHR000000010243	12/11/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	11.82
BAKER UTILITY SUPPLY CORP	INV337411	12/11/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	235.80
BAKER UTILITY SUPPLY CORP	INV337451	12/11/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	355.44
BAKER UTILITY SUPPLY CORP	INV338703	12/11/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	7.70
BAKER UTILITY SUPPLY CORP	INV338707	12/11/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	223.20
BAKER UTILITY SUPPLY CORP	INV339108	12/11/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	557.44
PVS DX INC	RE7003655-25	12/11/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
WEX BANK	109061037-WA	12/19/2025	WATER - OPEN PO 25/26 FUEL	504-3803-43316	1,638.29
WATER BANK OF AMERICA	11/30/2025-0471-WA	12/19/2025	PER DIEM	504-3803-42310	84.38
WATER BANK OF AMERICA	11/30/2025-0471-WA	12/19/2025	THE CLYDE HOTEL STAY	504-3803-42720	333.00
AMAZON CAPITAL SERVICES I...	1T4N-V3KN-4P34	12/19/2025	JACKETS FOR WATER	504-3803-42620	382.85
UNIFIRST HOLDINGS INC DBA ...	2880323401	12/19/2025	UNIFORMS FOR W/WW FY 25...	504-3803-42620	39.13
UNIFIRST HOLDINGS INC DBA ...	2880325689	12/19/2025	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
MARLIN LEASING CORPORATI...	41349345	12/19/2025	WATER DEPT OPEN PO FY25/...	504-3803-43465	49.36
BAKER UTILITY SUPPLY CORP	INV339768	12/19/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	983.00
BAKER UTILITY SUPPLY CORP	INV339769	12/19/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	1,667.10
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	WATER DEPT	504-3803-41226	333.64
VERIZON WIRELESS	6131065897	12/23/2025	WATER DEPT OPEN PO FY25/...	504-3803-43775	247.89
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	WATER DEPT	504-3803-41226	337.78
Fund 504 - Water Total:					12,588.99

Fund: 505 - Solid Waste

AUTOZONE STORES LLC	02529402486	12/05/2025	000690768 8834 OIL ABSORB...	505-3904-44607	89.85
AUTOZONE STORES LLC	02529402486	12/05/2025	SP-DEF SHOP PRO DEF	505-3904-44607	215.76
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	SOLID WASTE DEPT	505-3904-41226	539.98
CITY OF LAS CRUCES	113809	12/11/2025	SCSWA WASTE DISPOSAL	505-3904-45601	54,974.24
RUSTYS WEIGH SCALES & SERV...	251124-1009	12/11/2025	QUARTERLY SCALE CALIBRATI...	505-3904-47420	1,246.31
NM RECYCLING COALITION	4243	12/11/2025	RECYCLING FACILITY TRAINING...	505-3904-42720	349.00
NM RECYCLING COALITION	4243	12/11/2025	RECYCLING FACILITY TRAINING...	505-3904-42720	349.00
FRANK AGUIRRE	82792	12/11/2025	FUEL MILEAGE FOR FRANK	505-3904-43316	218.40
WEX BANK	109061037-TR	12/19/2025	WEX- DIESEL & GASOLINE	505-3904-43316	3,762.07
AMAZON CAPITAL SERVICES I...	11KY-N7PX-4N69	12/19/2025	NOTICE -SIGNAGE	505-3904-44606	25.44
AMAZON CAPITAL SERVICES I...	11KY-N7PX-4N69	12/19/2025	CHICOLOGY CELLULAR SHADE...	505-3904-44606	73.58
AMAZON CAPITAL SERVICES I...	11KY-N7PX-4N69	12/19/2025	T-FORING 8 GAL. TRASH BAGS...	505-3904-44606	14.99
AMAZON CAPITAL SERVICES I...	11KY-N7PX-4N69	12/19/2025	EXPO DRY ERASE MARKERS-4...	505-3904-44606	4.97
AMAZON CAPITAL SERVICES I...	11KY-N7PX-4N69	12/19/2025	SHIPPING	505-3904-44606	-7.87
AMAZON CAPITAL SERVICES I...	11KY-N7PX-4N69	12/19/2025	SCOTCH TAPE-6PK W/DISPEN...	505-3904-44606	19.74
AMAZON CAPITAL SERVICES I...	11KY-N7PX-4N69	12/19/2025	ZEP MULTI-PURPOSE CLEANER...	505-3904-44606	24.96
AMAZON CAPITAL SERVICES I...	11KY-N7PX-4N69	12/19/2025	ZEBRA PEN 24 PK-BLUE/BLACK	505-3904-44606	16.49
AMAZON CAPITAL SERVICES I...	11KY-N7PX-4N69	12/19/2025	MARSROCK STAPLER W/STAP...	505-3904-44606	31.92

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BORDER RECAPING LLC BMO...	25-0322540-003	12/19/2025	19795 LT285/70R17 BFG TA K...	505-3904-47420	1,011.20
MARLIN LEASING CORPORATI...	41349345	12/19/2025	SOLID WASTE OPEN PO FY25/...	505-3904-43465	123.40
RED WING SHOES OF LAS CRU...	INV-006292	12/19/2025	SAFETY BOOTS-TAMMY LANE	505-3904-44615	200.00
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	SOLID WASTE DEPT	505-3904-41226	558.03
PARKHILL SMITH & COOPER	04546825.00-3	12/23/2025	ENVIRONMENTAL LANDFILL ...	505-3904-48599	2,492.63
VERIZON WIRELESS	6131065897	12/23/2025	SANITATION OPEN PO FY25/26	505-3904-43775	138.06
ACCENT WIRE TIE	10094248	12/31/2025	12 X14' -0 QUICKSILVER GALV....	505-3904-44607	998.70
ACCENT WIRE TIE	10094248	12/31/2025	SHIPPING	505-3904-44607	210.85
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	SOLID WASTE DEPT	505-3904-41226	584.69
Fund 505 - Solid Waste Total:					68,266.39

Fund: 506 - WWTP

AMAZON CAPITAL SERVICES I...	11XQ-9Q1G-4FN6	12/05/2025	UREA FOR COMPOST	506-4005-44607	68.74
AMAZON CAPITAL SERVICES I...	14R6-RKFN-1YLV	12/05/2025	W/WW OFFICE SUPPLIES	506-4005-44606	22.33
AMAZON CAPITAL SERVICES I...	1J6W-RHKJ-FGLT	12/05/2025	W WW OFFICE SUPPLIES	506-4005-44606	80.68
AMAZON CAPITAL SERVICES I...	1KKL-7GH9-WHNP	12/05/2025	W WW OFFICE SUPPLIES	506-4005-44606	45.95
AMAZON CAPITAL SERVICES I...	1NQ1-FGH1-LC6H	12/05/2025	W WW OFFICE SUPPLIES	506-4005-44606	32.50
AMAZON CAPITAL SERVICES I...	1X77-6GN7-1V4K	12/05/2025	W WW OFFICE SUPPLIES	506-4005-44606	72.12
UNIFIRST HOLDINGS INC DBA ...	2880309603	12/05/2025	UNIFORMS FOR W/WW FY 25...	506-4005-42620	36.00
SAFETY FLARE INC	5362	12/05/2025	W/WW SAFETY EQUIPMENT	506-4005-44615	1,830.00
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	WASTE WATER DEPT	506-4005-41226	168.84
FLOW TECHNOLOGY SUPPORT...	1029	12/11/2025	FLOW CALIBRATIONS FOR WW	506-4005-47420	850.00
COVE ENVIRONMENTAL LLC	111-4-25	12/11/2025	QUARTERLY TESTING WASTE...	506-4005-44605	2,150.00
4x4 SERVICES AND CONSULTS...	120825	12/11/2025	JESSE COLE CONTRACT FOR ...	506-4005-48598	704.44
T OR C HARDWARE INC	183698/6	12/11/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	28.73
T OR C HARDWARE INC	183784/6	12/11/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	6.45
T OR C HARDWARE INC	183825/6	12/11/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	3.55
T OR C HARDWARE INC	183958/6	12/11/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	15.19
T OR C HARDWARE INC	183961/6	12/11/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	8.45
T OR C HARDWARE INC	183987/6	12/11/2025	T OR C HARDWARE OPEN PO ...	506-4005-44607	5.03
BULLOCKS INC	1902 - 12/1/2025	12/11/2025	BULLOCKS OPEN PO FR W WW	506-4005-44607	23.51
UNIFIRST HOLDINGS INC DBA ...	2880318613	12/11/2025	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04
UNIFIRST HOLDINGS INC DBA ...	2880321432	12/11/2025	UNIFORMS FOR W/WW FY 25...	506-4005-42620	43.36
NORTHERN TOOL & EQUIPME...	47B1B484	12/11/2025	WASTEWATER FIELD SUPPLIES	506-4005-44607	94.99
NORTHERN TOOL & EQUIPME...	AAF497A4	12/11/2025	WASTEWATER FIELD SUPPLIES	506-4005-44607	45.59
NORTHERN TOOL & EQUIPME...	E132F3F7	12/11/2025	WASTEWATER FIELD SUPPLIES	506-4005-44607	184.26
WEX BANK	109061037-WW	12/19/2025	WW FUEL OPEN PO FY25/26	506-4005-43316	887.35
WASTE WATER BANK OF AME...	11/30/2025-0471-WW	12/19/2025	ADOBE PRO SUBSCRIPTION	506-4005-43770	259.97
VILLAGE OF WILLIAMSBURG	12/17/2025	12/19/2025	SEWER RECEIPTS FY 2025 - 20...	506-4005-48798	2,478.62
AMAZON CAPITAL SERVICES I...	1YMG-76GT-7JC7	12/19/2025	JACKETS FOR WW	506-4005-42620	193.17
UNIFIRST HOLDINGS INC DBA ...	2880323401	12/19/2025	UNIFORMS FOR W/WW FY 25...	506-4005-42620	39.12
UNIFIRST HOLDINGS INC DBA ...	2880325689	12/19/2025	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04
MARLIN LEASING CORPORATI...	41349345	12/19/2025	WASTE WATER OPEN PO FY25...	506-4005-43465	246.78
EUROFINS ENVIRONMENTAL ...	8850029994	12/19/2025	STORMWATER QUARTERLY TE...	506-4005-44605	75.34
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	WASTE WATER DEPT	506-4005-41226	168.84
Q A BALANCE SERVICES INC	16414	12/23/2025	LAB EQUIPMENT FOR WW	506-4005-44605	919.00
VERIZON WIRELESS	6131065897	12/23/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	362.17
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	WASTE WATER DEPT	506-4005-41226	168.84
Fund 506 - WWTP Total:					12,399.99

Fund: 508 - Golf Course

NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	GOLF COURSE	508-4303-41226	45.48
SANCO OIL LLC	48985	12/11/2025	BULK MG UNLEADED	508-4303-43316	1,037.12
SANCO OIL LLC	48986	12/11/2025	BULK DYED DIESEL	508-4303-43316	813.93
TALON SEPTIC & POTTY SERVI...	I3207	12/11/2025	OPEN PO PORTA POT RENTAL...	508-4303-43465	100.00
MASEK ROCKY MOUNTAIN GO...	02-106949	12/19/2025	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28
MARLIN LEASING CORPORATI...	41349345	12/19/2025	GOLF COURSE OPEN PO FY25/...	508-4303-43465	246.78
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	GOLF COURSE	508-4303-41226	81.83
VERIZON WIRELESS	6131065897	12/23/2025	GOLF COURSE OPEN PO FY25/...	508-4303-43775	61.92
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	GOLF COURSE	508-4303-41226	85.87
Fund 508 - Golf Course Total:					3,452.21

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 509 - Muni Airport					
TECH 45 AIRPORT MANAGEM...	001131	12/05/2025	MONTHLY MANAGEMENT AG...	509-4403-48598	20,111.96
XEROX CORP OLD	725069025	12/05/2025	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
MARLIN LEASING CORPORATI...	41349345	12/19/2025	AIRPORT OPEN PO FY25/26	509-4403-43465	49.36
WINDSTREAM CORPORATION	101112924 12/16/25	12/23/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	455.98
VERIZON WIRELESS	6131065897	12/23/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	109.08
Fund 509 - Muni Airport Total:					20,757.96
Fund: 600 - Internal Serv					
APEX TECHNOLOGIES LLC	10005807	12/05/2025	FEE FOR SECURITY SYSTEM @ ...	600-7003-48599	195.08
REEDS TIRE CENTER	16777	12/05/2025	OPEN PO FOR TIRES	600-7003-44626	54.19
OREILLY AUTO PARTS INC	2162-201498	12/05/2025	REPAIR AND MAINT FOR ALL C...	600-7003-47420	200.00
JESSICA MULLER DBA FREED...	2231-5084836	12/05/2025	OPEN PO FOR FREEDOM AUTO...	600-7003-47420	246.00
UNIFIRST HOLDINGS INC DBA ...	2880311990	12/05/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	53.37
UNIFIRST HOLDINGS INC DBA ...	2880314165	12/05/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	62.47
UNIFIRST HOLDINGS INC DBA ...	2880316748	12/05/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	109.02
UNIFIRST HOLDINGS INC DBA ...	2880318603	12/05/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	55.36
NM RETIREE HEALTH CARE	PPE 2025-11-28	12/05/2025	FLEET SERVICE CENTER	600-7003-41226	215.38
RJ BORDER INTERNATIONAL	R400036704.01	12/05/2025	MAINT ON 1218	600-7003-47420	554.60
RJ BORDER INTERNATIONAL	X400132502.01	12/05/2025	OPEN PO PARTS	600-7003-47420	1,110.56
RJ BORDER INTERNATIONAL	X400132802.01	12/05/2025	GAS STRUT, CONSOLE, MISC N...	600-7003-47420	1,940.73
OREILLY AUTO PARTS INC	2162-202501	12/11/2025	REPAIR AND MAINT FOR ALL C...	600-7003-47420	3.32
BORDER RECAPING LLC BMO...	25-0320480-003	12/11/2025	OPEN PO FOR BORDER TIRE	600-7003-44626	340.00
SIERRA AUTO PARTS LLC	341321	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	55.42
SIERRA AUTO PARTS LLC	341322	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	35.98
SIERRA AUTO PARTS LLC	341363	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	465.91
SIERRA AUTO PARTS LLC	341413	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	19.38
SIERRA AUTO PARTS LLC	341433	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	4.59
SIERRA AUTO PARTS LLC	341455	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	26.99
SIERRA AUTO PARTS LLC	341456	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	30.63
SIERRA AUTO PARTS LLC	341463	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	12.52
SIERRA AUTO PARTS LLC	341464	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	11.89
SIERRA AUTO PARTS LLC	341521	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	73.98
SIERRA AUTO PARTS LLC	341585	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	45.63
SIERRA AUTO PARTS LLC	341684	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	347.85
SIERRA AUTO PARTS LLC	341702	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	56.22
SIERRA AUTO PARTS LLC	341792	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	7.76
SIERRA AUTO PARTS LLC	341806	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	40.74
SIERRA AUTO PARTS LLC	341828	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	49.99
SIERRA AUTO PARTS LLC	341833	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	49.44
SIERRA AUTO PARTS LLC	341837	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	14.38
SIERRA AUTO PARTS LLC	341866	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	44.06
SIERRA AUTO PARTS LLC	341873	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	368.79
SIERRA AUTO PARTS LLC	341924	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	67.08
SIERRA AUTO PARTS LLC	341925	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	51.98
SIERRA AUTO PARTS LLC	341928	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	137.34
SIERRA AUTO PARTS LLC	341951	12/11/2025	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	400.44
SIERRA AUTO PARTS LLC	341958	12/11/2025	EXTRA AMOUNT NEEDED	600-7003-47420	379.98
SOUTHWEST AUTOMOTIVE	4528	12/11/2025	LABOR TO INSTALL AND PAINT	600-7003-47420	4,800.00
SOUTHWEST AUTOMOTIVE	4528	12/11/2025	DENT REPAIR	600-7003-47420	420.00
SOUTHWEST AUTOMOTIVE	4528	12/11/2025	LABOR TAX	600-7003-47420	721.84
SOUTHWEST AUTOMOTIVE	4528	12/11/2025	FRONT FENDER REMOVAL AN...	600-7003-47420	950.00
SOUTHWEST AUTOMOTIVE	4528	12/11/2025	BED SKIN	600-7003-47420	1,550.00
SOUTHWEST AUTOMOTIVE	4528	12/11/2025	PAINT AND CLEAR	600-7003-47420	1,470.00
4 RIVERS EQUIPMENT	1870953	12/18/2025	WINDOW MOLDING GASKET	600-7003-47420	83.22
PETES EQUIPMENT INC	0036032	12/19/2025	APPROXIMATE FREIGHT	600-7003-47420	318.59
PETES EQUIPMENT INC	0036032	12/19/2025	SPACER	600-7003-47420	1,970.44
PETES EQUIPMENT INC	0036032	12/19/2025	HN STOVER 9/16-12G5ZC	600-7003-47420	6.36
PETES EQUIPMENT INC	0036032	12/19/2025	HHCS 3/8-16NCX4	600-7003-47420	7.92
PETES EQUIPMENT INC	0036032	12/19/2025	FAN ASSEMBLY 38"	600-7003-47420	6,018.23
PETES EQUIPMENT INC	0036088	12/19/2025	SHIPPING	600-7003-47420	22.57

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETES EQUIPMENT INC	0036088	12/19/2025	SWITCH ASSY ON JOY STICK A...	600-7003-47420	435.16
WEX BANK	109061037-FLT	12/19/2025	FUEL FOR SERVICE CENTER VE...	600-7003-43316	183.78
SERVICE CENTER BANK OF AM...	11/30/2025-5262	12/19/2025	WATER, MOUSE TRAPS, DISH ...	600-7003-44607	124.22
SERVICE CENTER BANK OF AM...	11/30/2025-5262	12/19/2025	SPRAY FOAM (ADDED ITEM)	600-7003-44607	44.82
SERVICE CENTER BANK OF AM...	11/30/2025-5262	12/19/2025	BOA CARD	600-7003-44607	124.02
JESSICA MULLER DBA FREED...	2231-5239834	12/19/2025	OPEN PO FOR FREEDOM AUTO..	600-7003-47420	418.00
JESSICA MULLER DBA FREED...	2231-5250363	12/19/2025	OPEN PO FOR FREEDOM AUTO..	600-7003-47420	723.84
JESSICA MULLER DBA FREED...	2231-5259711	12/19/2025	OPEN PO FOR FREEDOM AUTO..	600-7003-47420	270.88
MARLIN LEASING CORPORATI...	41349345	12/19/2025	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.04
NM RETIREE HEALTH CARE	PPE 2025-12-12	12/19/2025	FLEET SERVICE CENTER	600-7003-41226	215.38
RJ BORDER INTERNATIONAL	X400133270.01	12/19/2025	REPLACEMENT GLASS FOR 621..	600-7003-47420	584.10
RJ BORDER INTERNATIONAL	X400133270.01	12/19/2025	SHIPPING	600-7003-47420	625.50
RJ BORDER INTERNATIONAL	X400133367.01	12/19/2025	SHIPPING	600-7003-47420	10.00
RJ BORDER INTERNATIONAL	X400133367.01	12/19/2025	AC KNOB	600-7003-47420	14.19
RJ BORDER INTERNATIONAL	X400133367.01	12/19/2025	AC FAN SWITCH	600-7003-47420	15.99
VERIZON WIRELESS	6131065897	12/23/2025	SERVICE CENTER OPEN PO FY...	600-7003-43775	227.28
LAWSON PRODUCTS INC	9313069343	12/31/2025	MISC. NUTS & BOLTS	600-7003-44607	296.23
LAWSON PRODUCTS INC	9313069344	12/31/2025	SOLVENT PUMP FOR BULK FLU..	600-7003-44607	80.32
NM RETIREE HEALTH CARE	PPE 2025-12-26	12/31/2025	FLEET SERVICE CENTER	600-7003-41226	215.38
Fund 600 - Internal Serv Total:					30,961.35
Grand Total:					1,755,584.18

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	670,826.93
201 - Corrections	4,510.00
209 - Fire	78,392.42
211 - Law Enforce Prot	12,665.05
214 - Lodgers Tax	27,256.26
216 - Muni Street	11,295.19
294 - State Library	3,329.97
295 - Muni Pool	286.96
299 - SPECIAL REVENUE FUNDS	288.62
303 - Vet Wall	300.40
312 - R&R Airport	3,430.33
315 - CI Reserve	197,328.78
320 - USDA WATER SYSTEM IMPROVEMENTS	33,879.29
360 - NMFA PROJECTS	187.74
380 - OTHER STATE FUNDED PROJECTS	96,867.37
403 - Pledge State DEBT SERVICE	31,685.01
501 - Cemetery	6,000.00
502 - UTILITY OFFICE-UTILITY BILLING	7,538.13
503 - Electric	421,088.84
504 - Water	12,588.99
505 - Solid Waste	68,266.39
506 - WWTP	12,399.99
508 - Golf Course	3,452.21
509 - Muni Airport	20,757.96
600 - Internal Serv	30,961.35
Grand Total:	1,755,584.18

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	4,463.57
101-1000-43598	PROFESSIONAL SERV-G...	1,619.06
101-1000-44606	OFFICE SUPPLIES-GOVE...	189.88
101-1001-41226	RETIREE INSURANCE	529.14
101-1001-43465	RENT OF EQUIPMENT	246.78
101-1001-43740	PRINTING/PUBLISHING	910.35
101-1001-43775	TELEPHONE	231.20
101-1001-44606	OFFICE SUPPLIES	83.53
101-1001-47410	MAINTENANCE CONTRA...	475.00
101-1003-41226	RETIREE INSURANCE	551.52
101-1003-42720	EMPLOYEE TRAINING-OF...	508.00
101-1003-43316	FUEL	111.50
101-1003-43465	RENT OF EQUIPMENT	356.58
101-1003-43775	TELEPHONE	323.20
101-1004-41226	RETIREE INSURANCE	1,464.89
101-1004-42310	PER DIEM-ADMIN OFFIC...	1,473.05
101-1004-42720	EMPLOYEE TRAINING-A...	767.44
101-1004-43316	FUEL	41.45
101-1004-43465	RENT OF EQUIPMENT	296.14
101-1004-43740	PRINTING/PUBLISHING	442.17
101-1004-43775	TELEPHONE	220.88
101-1004-43999	OPERATING COSTS	101.38
101-1004-44606	OFFICE SUPPLIES	2,163.04
101-1004-44607	FIELD SUPPLIES - IT	31,841.51
101-1004-48599	OTHER CONTRACTUAL S...	716.24
101-1006-41226	RETIREE INSURANCE	515.82
101-1006-42720	EMPLOYEE TRAINING-AN..	50.00
101-1006-43316	FUEL	22.61

Account Summary

Account Number	Account Name	Payment Amount
101-1006-43775	TELEPHONE	141.94
101-1006-44606	OFFICE SUPPLIES	185.06
101-1006-44607	FIELD SUPPLIES	2,947.90
101-1006-48598	PROFESSIONAL SERVICES	979.42
101-1007-41226	RETIREE INSURANCE	4,018.46
101-1007-42720	EMPLOYEE TRAINING-P...	742.22
101-1007-43316	FUEL	6,547.18
101-1007-43465	RENT OF EQUIPMENT	592.28
101-1007-43770	SUBSCRIPTION & DUES	220.00
101-1007-43775	TELEPHONE	1,226.96
101-1007-43815	SOFTWARE	23,388.14
101-1007-44606	OFFICE SUPPLIES	224.34
101-1008-41226	RETIREE INSURANCE	248.61
101-1008-42620	UNIFORMS LINEN-CODE ...	637.50
101-1008-43316	FUEL	246.34
101-1008-43775	TELEPHONE	214.36
101-1008-44615	SAFETY EQUIPMENT	112.50
101-1009-41226	RETIREE INSURANCE	477.86
101-1009-42620	UNIFORMS/LINEN-MUNI...	75.86
101-1009-43316	FUEL	1,010.82
101-1009-43465	RENT OF EQUIPMENT	1,346.78
101-1009-43775	TELEPHONE	126.23
101-1009-44607	FIELD SUPPLIES-MUNI R...	2,329.48
101-1009-44615	SAFETY EQUIPMENT	82.49
101-1009-47415	MAINTENANCE--REPAIRS..	1,000.00
101-1010-41226	RETIREE INSURANCE	308.01
101-1010-42720	EMPLOYEE TRAINING	177.26
101-1010-43775	TELEPHONE	43.22
101-1010-48598	PROFESSIONAL SERVICES	5,367.08
101-1011-41226	RETIREE INSURANCE	925.98
101-1011-43775	TELEPHONE	169.10
101-1013-41226	RETIREE INSURANCE	231.90
101-1013-43316	FUEL	117.88
101-1014-41226	RETIREE INSURANCE	655.86
101-1014-43316	FUEL	375.53
101-1014-43403	REGULAR BUILDING MA...	5,925.50
101-1014-43465	RENT OF EQUIPMENT	74.04
101-1014-43775	TELEPHONE	100.64
101-1014-44607	FIELD SUPPLIES-FACILITY...	2,837.64
101-1014-44615	SAFETY EQUIPMENT	184.99
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	711.48
101-1017-48599	OTHER CONTRACTUAL S...	40,691.55
101-1018-43780	UTILITIES	99,384.79
101-1018-46733	VEHICLE INSURANCE	412,602.00
101-1099-34348	RENT OF PUBLIC FACILIT...	50.00
201-1903-48710	CARE OF PRISONERS-SIE...	4,510.00
209-1603-43316	FUEL	163.66
209-1603-43465	RENT OF EQUIPMENT	498.40
209-1603-43775	TELEPHONE	253.13
209-1603-43999	OPERATING COSTS	30,082.61
209-1603-44607	FIELD SUPPLIES	9,525.00
209-1603-44615	SAFETY EQUIPMENT	37,344.00
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
211-2003-42535	EMPLOYEE TRAINING	1,385.14
211-2003-44573	UNIFORM & EQUIPMENT	2,396.62
211-2003-44607	FIELD SUPPLIES	316.79
211-2003-44613	NON-CAPITAL ITEMS	20.49

Account Summary

Account Number	Account Name	Payment Amount
211-2003-44615	SAFETY EQUIPMENT	2,390.72
211-2003-80810	OTHER CAPITAL EQUIPM...	6,155.29
214-2503-41226	RETIREE INSURANCE	167.46
214-2503-44608	FIELD SUPPLIES - GOLF ...	261.30
214-2540-43775	TELEPHONE	61.92
214-2540-60725	CITY PORTION SUB-RECIP..	17,132.70
214-2560-60725	MARKETING SUB-RECIP...	9,632.88
216-4503-42620	UNIFORM LINEN-MUNI ...	207.81
216-4503-43316	FUEL	1,390.98
216-4503-43465	RENT OF EQUIPMENT	198.07
216-4503-43550	ROADWAY MAINTENAN...	4,797.35
216-4503-44607	FIELD SUPPLIES-STREETS	289.99
216-4503-44615	SAFETY EQUIPMENT	2,932.15
216-4503-47420	MAINT.VEHICLE/FURN/...	1,478.84
294-5003-60834	STATE LIBRARY GRANT-S...	439.21
294-5003-60835	LIBRARY STATE GRANT I...	2,890.76
295-4803-41226	RETIREE INSURANCE	121.61
295-4803-43465	RENT OF EQUIPMENT	49.36
295-4803-43775	TELEPHONE	68.46
295-4803-44607	FIELD SUPPLIES-MUNI P...	47.53
299-7051-48710	Professional Serv -BFAS ...	288.62
303-4703-43775	TELEPHONE	300.40
312-7066-47415	Maint GROUNDS & ROA...	3,430.33
315-7027-48598	ProfServ/Con- B-23-CP-...	125,573.47
315-8010-45600	ENTITY MATCH	25,752.14
315-8010-80860	INFRASTRUCTURE	46,003.17
320-6603-80860	INFRASTRUCTURE	33,879.29
360-7044-80860	INFRASTRUCTURE	187.74
380-7020-80860	INFRASTRUCTURE	80,387.94
380-7034-80860	INFRASTRUCTURE	16,479.43
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.73
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,438.95
403-1203-90905	DEBT SERVICE PRINCIPAL...	2,572.83
403-1203-90910	DEBT SERVICE INTEREST	5,258.92
403-1203-90925	COMMITMENTS & OTHE...	125.00
501-1803-47415	MAINTENANCE--REPAIRS..	1,000.00
501-1803-48599	OTHER CONTRACTUAL S...	5,000.00
502-3601-41226	RETIREE INSURANCE	769.89
502-3601-43316	FUEL	63.95
502-3601-43465	RENT OF EQUIPMENT	741.66
502-3601-43770	SUBSCRIPTIONS & DUES	4,154.40
502-3601-43775	TELEPHONE	183.01
502-3601-44606	OFFICE SUPPLIES	1,625.22
503-3702-41226	RETIREE INSURANCE	1,224.61
503-3702-42720	EMPLOYEE TRAINING-EL...	550.00
503-3702-43316	FUEL	1,137.88
503-3702-43465	RENT OF EQUIPMENT	123.40
503-3702-43770	SUBSCRIPTION & DUES	1,860.00
503-3702-43775	TELEPHONE	253.99
503-3702-44606	OFFICE SUPPLIES	425.62
503-3702-44607	FIELD SUPPLIES	60,590.56
503-3702-47415	MAINTENANCE--REPAIRS..	33,995.19
503-3702-47420	MAINTENANCE-VEHICLE...	6,762.69
503-3702-48598	PROFESSIONAL SERVICES	3,689.15
503-3702-50795	WHOLESALE POWER CO...	310,475.75
504-3803-41226	RETIREE INSURANCE	1,013.33
504-3803-42310	PER DIEM-WATER DIVIS...	84.38

Account Summary

Account Number	Account Name	Payment Amount
504-3803-42620	UNIFORM/LINEN-WATER..	581.41
504-3803-42720	EMPLOYEE TRAINING-W...	333.00
504-3803-43316	FUEL	1,715.88
504-3803-43465	RENT OF EQUIPMENT	49.36
504-3803-43775	TELEPHONE	247.89
504-3803-43797	WATER CONSERVATION...	1,072.98
504-3803-44605	CHEMICALS/LABORATO...	100.00
504-3803-44606	OFFICE SUPPLIES	253.56
504-3803-44607	FIELD SUPPLIES-WATER ...	4,144.22
504-3803-44615	SAFETY EQUIPMENT	1,830.00
504-3803-47420	MAINTENANCE-VEHICLE...	25.04
504-3803-48598	PROFESSIONAL SERVICES	1,137.94
505-3904-41226	RETIREE INSURANCE	1,682.70
505-3904-42720	EMPLOYEE TRAINING-SO...	698.00
505-3904-43316	FUEL	3,980.47
505-3904-43465	RENT OF EQUIPMENT	123.40
505-3904-43775	TELEPHONE	138.06
505-3904-44606	OFFICE SUPPLIES	204.22
505-3904-44607	FIELD SUPPLIES-SOLID ...	1,515.16
505-3904-44615	SAFETY EQUIPMENT	200.00
505-3904-45601	WASTE DISPOSAL	54,974.24
505-3904-47420	MAINTENANCE-VEHICLE...	2,257.51
505-3904-48599	OTHER CONTRACTUAL S...	2,492.63
506-4005-41226	RETIREE INSURANCE	506.52
506-4005-42620	UNIFORM/LINEN-WAST...	391.73
506-4005-43316	FUEL	887.35
506-4005-43465	RENT OF EQUIPMENT	246.78
506-4005-43770	SUBSCRIPTION & DUES	259.97
506-4005-43775	TELEPHONE	362.17
506-4005-44605	CHEMICALS/LABORATO...	3,144.34
506-4005-44606	OFFICE SUPPLIES	253.58
506-4005-44607	FIELD SUPPLIES-WASTE...	484.49
506-4005-44615	SAFETY EQUIPMENT	1,830.00
506-4005-47420	MAINTENANCE-VEHICLE...	850.00
506-4005-48598	PROFESSIONAL SERVICES	704.44
506-4005-48798	VILLAGE OF WILLIAMSB...	2,478.62
508-4303-41226	RETIREE INSURANCE	213.18
508-4303-43316	FUEL	1,851.05
508-4303-43465	RENT OF EQUIPMENT	1,326.06
508-4303-43775	TELEPHONE	61.92
509-4403-43465	RENT OF EQUIPMENT	80.94
509-4403-43775	TELEPHONE	565.06
509-4403-48598	PROFESSIONAL SERVICES	20,111.96
600-7003-41226	RETIREE INSURANCE	646.14
600-7003-42620	UNIFORMS/LINEN	280.22
600-7003-43316	FUEL	183.78
600-7003-43465	RENT OF EQUIPMENT	74.04
600-7003-43775	TELEPHONE	227.28
600-7003-44607	FIELD SUPPLIES	1,593.18
600-7003-44626	VEHICLE TIRES	394.19
600-7003-47420	MAINTENANCE-VEHICLE...	27,367.44
600-7003-48599	OTHER CONTRACTUAL S...	195.08
Grand Total:		1,755,584.18

Project Account Summary

Project Account Key	Payment Amount
None	1,755,584.18

Project Account Summary

Project Account Key
None

Payment Amount

Grand Total:

1,755,584.18



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: F.1

SUBJECT: Resolution No. 32 25/26 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: January 7, 2026

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Chief Financial Officer

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

Recommendation:

Approval Resolution No. 32 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 32 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 1-16-26



RESOLUTION NO. 32 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 **16th day of January, 2026**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2025-26 1/16/2026
DFA Resolution Number: 32 25/26 Fully Executed Agreements
BAR NUMBER 9

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	304	304-7071-32314	SJOA-State Grant A22G2019-G614	Revenue	\$ -	\$ 36,710	\$ 36,710	A22G2019-G614-Ken James SC-TorC-COGA SJOA Grant to purchase walk-in freezer/refrigerator
	304	304-7071-80805	SJOA-Buildings & Structures A22G2019-G614	Expense	\$ -	\$ 36,710	\$ 36,710	A22G2019-G614-Ken James SC-TorC-COGA SJOA Grant to purchase walk-in freezer/refrigerator
	304	304-7071-39935	SJOA-Transfer In A22G2019-G614	Revenue	\$ -	\$ 36,710	\$ 36,710	SJOA-Transfer In to cover expenses until reimbursement comes in
	101	101-1099-49930	GF-Transfer Out	Expense	\$ 1,696,533.00	\$ 36,710	\$ 1,733,243	GF- cover expenses until reimbursement
	101	101-1099-39935	GF-Transfer In	Revenue	\$ 273,549.00	\$ 36,710	\$ 310,259	GF- Transfer In pay back
	304	304-7071-49930	SJOA-Transfer Out A22G2019-G614	Expense	\$ -	\$ 36,710	\$ 36,710	SJOA-Transfer out to GF pay back

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)

Salcedo, Kerin

From: Alvarez, Traci
Sent: Tuesday, December 23, 2025 2:53 PM
To: Salcedo, Kerin; Holguín, Jocelyn
Cc: Whitehead, Gary
Subject: Grant Agreement - Emergency Funding SJOA - \$
Attachments: A22G2019-G614 Ken James SC - City of T or C Emergency Grant Agreement.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon, Kerin,
Attached is a fully executed grant agreement for the SJOA in the amount of \$36,710.00 for Fridge/Freezer Walkin repairs. This has not been budgeted. Once I am able to expense, please let me know the gl line item assigned. If you have any questions, please let me know.
Thank you,
Traci

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





New Mexico Aging & Long-Term Services Department

Michelle Lujan Grisham, Governor
Emily Kaltenbach, Cabinet Secretary
Antoinette Vigil, Deputy Cabinet Secretary
Angelina Flores-Montoya, Deputy Cabinet Secretary

APPROPRIATION RECIPIENT:

Grantee: City of Truth or Consequences
Contact: Traci Alvarez, Asst. City Manager, talvarez@torcnm.org, 575.952.0565
Facility: Ken James Senior Center (SJOA)
Address: 360 West 4th Street, T or C, NM 87901

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>APPROPRIATION TERM DATE:</u>
A22G2019-G614	\$36,710.00	June 30, 2026

APPROPRIATION LANGUAGE

In Laws 2022 Chapter 53, Section 5, Paragraph 17 - \$1,000,000 was identified for FY2022 through FY2026 for emergency requests to plan, design, renovate, improve, equip, and furnish senior centers, including delivery and installation of building systems, purchase and installation of meals equipment, and purchase and equip vehicles for senior centers statewide.

CERTIFICATION

I hereby certify that City of T or C, Ken James Senior Center (SJOA).

1. Only the appropriated funds will be used for permissible purposes as described in the appropriation language.
2. Will comply with 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 (if applicable).
3. Ensures that the appropriated funds only benefit entities per applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Follow the procedure described in "Appropriation Reimbursement" to reimburse appropriated funds.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur before the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment for FY26 (July 1, 2025 - June 30, 2026) is June 30th, 2026. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include the completed Exhibit B: Final Report form to receive the final reimbursement.

 Rolf Hechler - Mayor
Grantee Chief/Elected Official Signature / Printed Name

12-23-2025
Date

AUTHORITY

The State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for the appropriation number.

DocuSigned by:
 Antoinette Vigil
B700305AB7474B3
AL TSD Designee signature

12/23/2025
Date



New Mexico Aging & Long-Term Services Department

Michelle Lujan Grisham, Governor
Emily Kaltenbach, Cabinet Secretary
Antonette Vigil, Deputy Cabinet Secretary
Angelina Flores Montoya, Deputy Cabinet Secretary

APPLICATION FOR EMERGENCY FUNDING

In Laws 2022 Chapter 53, Section 5 - \$1,000,000 was identified for FY2023 through FY2026 for emergency requests to plan, design, renovate, improve, equip and furnish senior centers, including delivery and installation of building systems and purchase and installation of meals equipment, and to purchase and equip vehicles for senior centers statewide.

ALTSD is seeking requests for funding that did not meet the \$10K threshold for capital outlay funding through the normal application process, or a project request that demonstrates an urgent or critical need to carry out a service offered at the senior center, and that without the asset, would disrupt a senior center from operating or failure is imminent.

Use of the asset must comply with NM Constitution Article IX, Section 14 (Anti-Donation Clause). A license to use agreement must be in place to allow a non-profit provider use of the asset. The asset must meet the useful life criteria of 7 - 10 years. The asset must be maintained by the local public body. Capital outlay funds cannot be used for indirect program costs or operating expenses, and items that are not tangible.

The local public body must agree to the conditions and restrictions of the grant agreement. The expense must be made and reimbursement for qualifying expenses submitted on the prescribed forms, including the copy of the purchase order, copy of the invoice and copy of the cancelled check within the quarter the expense was made.

DATE: 12-4-2025

APPLICANT NAME: City of Truth or Consequences

CENTER NAME and ADDRESS: Ken James Senior Center

CONTACT NAME: Traci Alvarez-Assistant City Manager PHONE NUMBER: 575-952-0565 EMAIL: talvarez@torcnm.org

Provide a brief description of the individual requested asset, age of the asset (if applicable), and justification for need:

2006 Combo Fridge/Freezer Walk ins - Freezer has experienced issues requiring a repairman 3x
in one year. Part replacement is difficult due to age. It has outlived its useful life and if it goes down there is
no way to safely store food.

ASSET DESCRIPTION: Combo Fridge/Freezer Walk in

COST OF THE ASSET(S): \$ 36,710.00 Delivery & installation, if applicable \$ _____

TOTAL AMOUNT OF THE REQUEST: \$ 36,710.00

(provide copies of cost estimates or quotes in support of the request)

Brief description of the outcome of not receiving the funding and what services will be disrupted and how many seniors will be affected:

The senior center serves an average of 350 meals daily to seniors within Sierra County. Without a fridge/freezer
we would be unable to properly store food and therefore unable to serve meals to the seniors.

PRINTED NAME: Traci Alvarez

TITLE: Assistant City Manager

CHIEF ELECTED OFFICIAL SIGNATURE: _____

Internal Use Only:

Capital Outlay Bureau Chief Signature: _____

Signed by:

Tasha Martinez

CD28FF760BEC466...

Date: 12/9/2025



Coyote HVAC LLC

4300 North Valley Drive | Las Cruces, New Mexico 88007
406-577-6775 | coyotehvacnm@gmail.com

RECIPIENT:

Sierra Joint Office on Aging

360 West 4th Street
Truth or Consequences, New Mexico 87901

Estimate #174

Sent on Nov 21, 2025

Total \$36,710.00

Product/Service	Description	Qty.
LCH0008MBAC	Outdoor condenser for walk in Cooler 208/230V-449A	1
LEL0095	Walk in Cooler evaporator unit with Intellegen control system and all components of operation- 115V	1
LCH0025-Low temp	Low temp outdoor condensing unit (freezer) 208-230 V -449A	1
LEL0100B-Low temp	Indoor evaporator for walk in freezer with intellegen control and electric defrost timer and control operation.	1
R449A- refrigerant	R449A- Refrigerant to replace 404A	30
Labor- Walk in refrigeration install	Labor to remove old walk in cooler and walk in freezer equipment. Install new equipment with factory warranty. New equipment is a 449 based system.	1
Consumables	Miscellaneous Consumables: Nitrogen, oil, disposable items, Brazing rod, vacuum . Drain parts	1
Trip Charge	Trip Fees	1
Line set	3/8-3/4 -1/2 line set for A/C unit 35 feet	2
electrical parts	wire, conduit, misc wiring parts	2
Shipping/Freight	Shipping and/or Freight costs* estimated shipping costs from the factory- 3-4 week lead time from order	1

A deposit of \$18,355.00 will be required to begin.

Total \$36,710.00

This quote is to replace all equipment for 2 walk in coolers and for 2 walk in freezers. This includes all warranty coverage and installation components.

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: F.2

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

DEPARTMENT: Police Department

DATE SUBMITTED: January 9, 2026

SUBMITTED BY: Tyler Knull

WHO WILL PRESENT THE ITEM: Tyler Knull, Code Enforcement Officer

Summary/Background:

We received some minor amendments to the proposed ordinance after our December 17, 2025 City Commission Meeting and we would like to publish the updated ordinance for an additional 30 days. In your packet are two versions of the proposed ordinance. Exhibit A pertains to rewording of Section 3-90, Livestock Running At Large (Page 25) based on discussions with the New Mexico Livestock Board and based around State Statute 77-14-7 as it pertains to Livestock Running At Large. Exhibit B pertains to a complete overhaul of Section 3-90, Livestock Running At Large (Page 25). Both Exhibits (Exhibit A and Exhibit B) also have an addition to Section 3-1, Title and Intent (Page 1) to further clarify the goals of this Chapter. We are requesting that the governing body choose the version they would like to go out for publication.

Recommendation:

30 day publication of preferred version of Ordinance No. 771.

Attachments:

- Exhibit A: Proposed Ordinance No. 771
- Exhibit B: Proposed Ordinance No. 771

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. 771-

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agenda 1-16-26

2024 New Mexico Statutes

Chapter 77 - Animals and Livestock

Article 14 - Trespass and Running at Large

Section 77-14-7 - Livestock running at large; when unlawful; impounding; disposition; suit for damages.

- A. It is unlawful for the owners of livestock to willfully allow the livestock to run at large within the town, conservancy district, irrigation district or military reservation or enclave. An owner who willfully allows livestock to run at large is guilty of a misdemeanor and upon conviction shall be punished in accordance with the provisions of Section 31-19-1 NMSA 1978 for each offense.
- B. For livestock that is not an equine, the sheriff or other peace officer or proper military authority or the board shall impound livestock found running at large and sell the livestock at public auction to the highest bidder for cash after giving notice of the time and place of sale in some newspaper published in the county where the violation occurred three days prior to the day of sale; provided that in the case of a military reservation or enclave, the sale shall be conducted by the board pursuant to the procedure set forth in Section 77-14-36 NMSA 1978. The proceeds up to ten dollars (\$10.00) per day for each animal shall be retained by the impounding authority to cover its expense and fees. The balance, if any, shall be paid to the general fund.
- C. For livestock that is an equine, the sheriff, other peace officer, proper military authority or the board shall impound the equine running at large and give notice in some newspaper published in the county where the violation occurred of three days prior to the day of disposition. The notice shall include a description of the equine and state when and where the equine was impounded and that:
- unless the equine is redeemed by the legal owner within three days after publication of the notice, a registered equine rescue or retirement facility shall be given the right of first refusal to purchase the equine for an ownership transfer fee equal to all actual costs incurred by the impounding agency in caring for the equine while the equine was impounded;
 - if a registered equine rescue or retirement facility is unable or unwilling to purchase the equine, the board shall auction the equine through a sealed-bid process administered by the board and established in rule;
 - if the equine is not purchased through the sealed-bid process, the board may pursue an alternative placement for care with a last resort option to humanely euthanize the equine by a licensed veterinarian; and
 - any proceeds from the sale of an equine pursuant to this subsection shall be retained by the impounding authority to cover its expenses and costs, and the balance, if any, shall be paid to the general fund.
- D. The owner of livestock impounded may redeem the livestock at any time prior to disposition by paying the impound fees and costs incurred for each day or portion of a day that the livestock has been in custody; provided that in the case of a military

reservation or enclave, redemption shall be allowed pursuant to Section 77-14-36 NMSA 1978.

- E. A person claiming damages for violation of the provisions of Subsection A of this section may file suit to recover damages as in other civil cases; provided that such damages, in the case of a violation involving a military reservation or enclave, shall include direct, indirect, incidental and consequential damages.

History: Laws 1909, ch. 146, § 4; Code 1915, § 38; C.S. 1929, § 4-308; Laws 1939, ch. 119, § 4; 1941 Comp., § 49-1606; 1953 Comp., § 47-15-6; Laws 1989, ch. 230, § 6; 1999, ch. 282, § 88; 2017, ch. 129, § 1; 2023, ch. 45, § 9.

ANNOTATIONS

Cross references. — For unlawfully permitting livestock upon highways, *see* 30-8-13 NMSA 1978.

The 2023 amendment, effective July 1, 2023, revised procedures for certain livestock that are running at large; in Subsection B, added "For livestock that is not an equine"; added a new Subsection C and redesignated former Subsections C and D as Subsections D and E, respectively; and in Subsection E, after "for violation of the", deleted "order" and added "provisions of Subsection A of this section".

The 2017 amendment, effective June 16, 2017, provided that it is a misdemeanor for one to willfully allow one's livestock to run at large, and removed the requirement that the board of county commissioners first publish and post an order prohibiting livestock from running at large in a particular area, included the livestock board within the authorization to impound livestock found running at large and to sell the livestock at public auction, and increased the impounding fee for livestock found running at large; in Subsection A, deleted "After the publication and posting of an order pursuant to Section 77-14-6 NMSA 1978", after "owners of livestock to", added "willfully", and after "livestock to run at large", deleted "in violation of the order"; and in Subsection B, after "military authority", added "or the board", and after "The proceeds up to", deleted "five dollars (\$5.00)" and added "ten dollars (\$10.00)".

The 1999 amendment, effective July 1, 1999, in Subsection A, inserted "pursuant to Section 77-14-6 NMSA 1978" in the first sentence, and substituted "shall be punished in accordance with the provisions of Section 31-19-1 NMSA 1978" for "before a magistrate shall be punished by a fine not exceeding ten dollars (\$10.00)" in the last sentence; inserted "per day" following "five dollars (\$5.00)" in the second sentence of Subsection B; substituted "the impound fees and costs incurred" for "to the officer one dollar (\$1.00)" in Subsection C; and made stylistic changes throughout the section.

The 1989 amendment, effective June 16, 1989, rewrote this section to the extent that a detailed comparison is impracticable.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 4 Am. Jur. 2d Animals § 60 et seq.

Joint liability of several independent owners of trespassing animals, 9 A.L.R. 945, 35 A.L.R. 409, 91 A.L.R. 759.

Character and extent of claims for which lien on animal damage feasant attaches, 26 A.L.R. 1047.

Tenant's liability for trespass by animals leased with farm, 32 A.L.R. 859.

Scienter as condition of liability for damage by trespassing animals other than dogs, 33 A.L.R. 1305.

What constitutes willful trespass by stock on land not inclosed by legal fence, 158 A.L.R. 375.

Civil liability of landowner for killing or injuring trespassing dog, 15 A.L.R.2d 578.

Liability for injury to animals poisoned as result of spraying or dusting of crop, 37 A.L.R.3d 833.

3A C.J.S. Animals §§ 157 to 162.

2024 New Mexico Statutes

Chapter 77 - Animals and Livestock

Article 14 - Trespass and Running at Large

Section 77-14-7 - Livestock running at large; when unlawful; impounding; disposition; suit for damages.

- A. Any livestock found to be in trespass upon the lands of another or running at large upon any public highway that is fenced on both sides or running at large within the limits of any municipality, town or village, whether incorporated or not, or within a military reservation or enclave is subject to impoundment by an agent of the board. The place of impoundment shall be at the nearest or most convenient location from where the trespass occurred.
- B. Any livestock impounded under the provisions of this section shall be released to the owner or the owner's representative upon the payment by the owner of a fee set by regulation of the board not to exceed amounts prescribed by law for impounding.
- C. The board shall designate a custodian and a place of impoundment and allow a reasonable fee to be charged by the custodian of the impounded livestock; provided that in case of a controversy as to what constitutes a reasonable charge, the board shall set the amount of the charge.
- D. This section shall not be construed to affect the obligation of a property owner of meeting the requirements of Section 77-16-1 NMSA 1978 for fencing against such trespasses.
- E. Any cost charged against trespass livestock will be a lien on the livestock. If the owner does not pay the charges and reclaim possession of the livestock within five days after receipt of notification by the owner, the livestock shall be considered unclaimed estrays and may be disposed of in accordance with the provisions of Section 77-13-5 NMSA 1978.

History: 1953 Comp., § 47-15-35.1, enacted by Laws 1975, ch. 329, § 1; 1977, ch. 44, § 1; 1981, ch. 357, § 14; 1989, ch. 230, § 7; 2023, ch. 45, § 10.

ANNOTATIONS

The 2023 amendment, effective July 1, 2023, in Subsection A, after "village", added "whether incorporated or not", added "within a" preceding "military reservation", and after "enclave", deleted "whether incorporated or not"; in Subsection B, after "this section", deleted "will" and added "shall"; in Subsection C, after "shall designate", deleted "the person" and added "a custodian"; and in Subsection E, after "may be", deleted "sold" and added "disposed of".

The 1989 amendment, effective June 16, 1989, deleted "or buffalo" following "livestock" in the catchline and throughout the section; in Subsection A substituted "town, village or military reservation or enclave" for "town or village" in the first sentence and deleted the former last sentence, which read: "This subsection does not apply to livestock or buffalo on a military reservation"; and substituted "New Mexico livestock board" for "board" in Subsection B.

The 1981 amendment substituted "amounts prescribed by law" for "two dollars fifty cents (\$2.50) per head, plus twelve cents (\$.12) per mile, and cost" in Subsection B and "the" for "such" following "pay" in the second sentence in Subsection E and deleted "then" following "reasonable charge" in the proviso clause in Subsection C.

The 1977 amendment added "or buffalo" to the catchline of this section, deleted "except on a military reservation" near the beginning of Subsection A, added the present third sentence of such subsection, substituted "and cost for impounding, if any incurred" for "if any be incurred for impounding" at the end of Subsection B, inserted "or buffalo" before the proviso in Subsection C, and added the second sentence of Subsection E.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 4 Am. Jur. 2d Animals § 62 et seq.

Liability for damage to motor vehicle or injury to person riding therein from collision with runaway horse, or horse left unattended or untied in street, 49 A.L.R.4th 653.

3A C.J.S. Animals §§ 159 to 164.

2024 New Mexico Statutes
Chapter 77 - Animals and Livestock
Article 16 - Fences
Section 77-16-1 - [Necessity for fence.]

Every gardener, farmer, planter or other person having lands or crops that would be injured by trespassing animals, shall make a sufficient fence about his land in cultivation, or other lands that may be so injured, the same to correspond with the requirements of the laws of this state prescribing and defining a legal fence.

History: Laws 1909, ch. 70, § 1; Code 1915, § 2340; C.S. 1929, § 50-101; 1941 Comp., § 49-1801; 1953 Comp., § 47-17-1.

ANNOTATIONS

Bracketed material. — The bracketed material was inserted by the compiler and is not part of the law.

Cross references. — For fences along exterior of herd law districts, *see* 77-12-9 NMSA 1978.

For fences within irrigation districts, *see* 77-14-11 NMSA 1978.

For unlawful fences, *see* 77-16-4, 77-16-6 and 77-16-7 NMSA 1978.

Ordinance conflicted with free range of livestock management. — Where the county filed a criminal complaint against defendant for allowing defendant's cattle to run at large in violation of a county ordinance that made it unlawful for a person to allow or permit an animal to run at large; and the land in question was not within the boundary of a municipality, a conservancy district, or a military base, the metropolitan court properly dismissed the criminal complaint because the ordinance conflicted with New Mexico's free range or "fence out" approach to livestock management as expressed in Subsection C of Section 66-7-363 NMSA 1978 and Section 77-16-1 NMSA 1978, and the county did not have general authority to disallow the free running of livestock in unincorporated or open areas of their jurisdiction. *Bernalillo Bd. of Co. Comm'rs v. Benavidez*, 2013-NMCA-015, 292 P.3d 482, cert. denied, 2012-NMCERT-012.

Owner's duty to enclose property. — Where the running of livestock is lawful, it is the duty of the owner of property to effectively enclose it should he desire to keep roaming stock off his premises. *Stewart v. Oberholtzer*, 1953-NMSC-042, 57 N.M. 253, 258 P.2d 369.

Legal fence not necessary for landowner's recovery for damages. — Recovery of damages caused by trespassing animals and the award of injunctive relief is not barred by failure to have lands enclosed by a legal fence, where trespass complained of is proven to have been willfully committed. *Frostenson v. Marshall*, 1919-NMSC-010, 25 N.M. 215, 180 P. 287.

Recovery for willful trespass may be had regardless of the existence of a statutory fence. *Gallegos v. Allemand*, 1945-NMSC-012, 49 N.M. 97, 157 P.2d 493.

Relief as against willful trespass is not dependent upon the existence of the statutory fence. *Wright v. Atkinson*, 1935-NMSC-047, 39 N.M. 307, 46 P.2d 667; *Carnes v. Withers*, 1934-NMSC-059, 38 N.M. 441, 34 P.2d 1092; *Vanderford v. Wagner*, 1918-NMSC-099, 24 N.M. 467, 174 P. 426; *Hill v. Winkler*, 1915-NMSC-077, 21 N.M. 5, 151 P. 1014.

Landowner's burden of proof. — Since landowner did not have a legal fence, before he may recover, it must be shown that the claimed trespasser drove his animals upon the lands of the injured party or willfully turned them loose upon other lands knowing that they would necessarily enter the lands of the injured party, and intended that they should do so. *Woofster v. Lincoln*, 1957-NMSC-031, 62 N.M. 297, 309 P.2d 622.

A plaintiff, to recover damages from a defendant for willfully permitting cattle to trespass on his land, is required to prove that defendant turned cattle loose upon other's land, cognizant that the cattle would inevitably enter upon lands belonging to plaintiff and that such result was intended to follow. *Gallegos v. Allemand*, 1945-NMSC-012, 49 N.M. 97, 157 P.2d 493.

No recovery by landowner without willfulness or legal fence. — Where there was no "willful trespass" in action for damages to land by defendant's sheep, and lands were not shown to be in locality governed by the Herd Law (77-12-1 to 77-12-12 NMSA 1978), and where the lands of plaintiff and defendant were separated by a fence which was not a lawful fence as contemplated by 77-16-1 to 77-16-4 NMSA 1978, no damages were recoverable. *Carnes v. Withers*, 1934-NMSC-059, 38 N.M. 441, 34 P.2d 1092.

Owner of unfenced lands cannot recover damages for the injury occasioned by trespassing animals thereon, where such animals are lawfully at large and the trespass is not willful. *Carnes v. Withers*, 1934-NMSC-059, 38 N.M. 441, 34 P.2d 1092; *Vanderford v. Wagner*, 1918-NMSC-099, 24 N.M. 467, 174 P. 426.

No right to retain trespassing animals. — No person has a lien or right to retain possession of any animals trespassing on his lands unless they are fenced by not less than four wires firmly fastened to posts. *Candelaria v. Gutierrez*, 1924-NMSC-070, 30 N.M. 195, 230 P. 436.

Effect of this section is to deny a defendant the right to exercise force in expelling trespassing livestock from his premises, unless the trespass is willful. *Stewart v. Oberholtzer*, 1953-NMSC-042, 57 N.M. 253, 258 P.2d 369.

Landowner may recover for damages. — Where animals have been turned out by their owners with the certainty that they will go upon the unfenced lands owned by another, the landowner can recover damages even though his land is not fenced. 1915 Op. Att'y Gen. No. 15-1561, 1915 Op. Att'y Gen. No. 15-1649, and 1916 Op. Att'y Gen. No. 16-1769.

This section does not repeal 77-14-3 NMSA 1978. 1915 Op. Att'y Gen. No. 15-1567.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 4 Am. Jur. 2d Animals § 70; 35 Am. Jur. 2d Fences § 1 et seq.

Constitutionality of fence and stock laws, 6 A.L.R. 212, 18 A.L.R. 67.

"Owner," meaning and import of term, in statute as to fencing against animals, 95 A.L.R. 1098.

What constitutes willful trespass by stock on land not inclosed by legal fence, 158 A.L.R. 375.

Zoning regulations prohibiting or limiting fences, hedges, or walls, 1 A.L.R.4th 373.

Fences as factor in fixing location of boundary line - modern cases, 7 A.L.R.4th 53.

Liability for killing or injuring, by motor vehicle, livestock or fowl on highway, 55 A.L.R.4th 822.

Validity of statutes requiring the construction of fences - modern cases, 87 A.L.R.4th 1129.

3A C.J.S. Animals § 140; 36A C.J.S. Fences § 1 et seq.

ORDINANCE NO. 771

EXHIBIT A

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING CHAPTER 3 PERTAINING TO ANIMALS.

Chapter 3. ANIMALS shall be amended in its entirety to read as follows:

Chapter 3 - ANIMALS

ARTICLE I. GENERAL PROVISIONS

SEC. 3-1. TITLE AND INTENT.

This Chapter shall be known and may be cited as the Truth or Consequences Animal Control Ordinance. It is the intent of the City Commission that enactment of this chapter will protect animals from neglect and abuse, protect residents from nuisance and injury, promote the health, safety, and welfare of the residents and animals, assist in providing humane population control of animals, reunite animals with their owners, finance the functions of licensing and recovery of said animals, and assist in providing housing for animals in an Animal Shelter.

It is further the intent of the City Commission to promote responsible pet ownership and to encourage education and voluntary compliance with the provisions of this Chapter as well as ensure that enforcement is applied in a fair, effective and humane manner.

SEC. 3-2. DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment of animals means to desert and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission.

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

Adequate food means the access to and provision of uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal.

Adequate living area means adequate space, shade, and shelter suitable to the age, size, species and breed of animal.

Adequate shade means provision of and access to either man made or natural shade suitable for species, age, condition, size and type of each animal.

Adequate shelter means A structurally sound, adequately ventilated, weatherproof structure that is comprised of non-toxic materials and interior floors that minimize injury and discomfort to the Animal. The structure must be clean and of a suitable size as to limit overcrowding by properly accommodating the specific Animal. The structure must protect the Animal from extreme conditions. The Animal must be able to lie down fully with limbs and tail outstretched and rise to its feet, in a natural manner, consistent with the Animal's species. An Adequate Shelter must be within a Secure Fence.

Adequate space to prevent overcrowding or ***Adequate Space*** means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down with tail and limbs outstretched.

Adequate water means constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health

Alter or ***Alteration*** means to render an animal permanently sterilized and incapable of reproduction.

Animal means any living nonhuman mammal, bird, reptile, or amphibian including bats, Companion Animals, Companion Birds, Domestic Animals, Exotic or Wild Animals, Livestock, pigeons, porcupines, Poultry, prairie dogs, rabbits and skunks. For the purpose of this article, insects and arachnids are not included in the definition of animal.

Animal Shelter or ***shelter*** means any pound, lot, premises, and/or building maintained by the City for the care and custody of animals. This shall include any private shelter contracted or permitted by the City for the purpose of maintaining care and custody of animals.

Animal Shelter Staff means a person or group of people employed by the City to work at the Animal Shelter and charged with maintaining care and custody of animals.

Animal Control Officer or ***A.C.O*** means any person designated by the Chief of Police or City Manager to enforce animal control laws, orders, ordinances and regulations.

Animal fighting paraphernalia means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. Instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument.
2. Items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Bait animal means any animal used to train and/or condition other animals to fight and are exposed to attack by other animals used in fighting or to make the attacking animal more confident and aggressive.

Basic Grooming means examination, attention and acts reasonably necessary to maintain the eyes, ears, beaks, hooves, feet, coat and skin of an Animal in healthy condition. Basic Grooming also obligates an Owner to provide any and all materials an Animal requires for self-grooming. Basic Grooming does not include acts to maintain appearance only.

Basic Medical Care means reasonable medical care required by the species, including periodic examinations by a veterinarian, prompt Veterinary care when required, age and species appropriate Vaccinations, Basic Grooming and internal and external Parasite Control where appropriate.

Bite means any puncture, tear, scratch or wound of the skin inflicted by the teeth of an animal.

Bona Fide Animal Show means an exhibition approved by the City Manager or City Manager's designee of Companion Animals, Companion Birds or Horses in competition for prizes or awards that does not include sales or fighting.

Breeder means any person involved in the controlled breeding of animals. Breeders are subject to City of Truth or Consequences Kennel Permit requirements.

Business Days or Working Days means any day in which normal business operations are conducted. Typically, Monday through Friday and not including Public Holidays.

Cage means a structure for confining birds or animals, enclosed on at least one side by a grating of wires or bars that lets in air and light.

Calander Days means every day on the calendar including weekends and holidays.

Canine hybrid means any offspring which results from the breeding of a domestic species or breed of canine with any wild species or breed of canine, such as wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a canine hybrid for the purpose of this chapter. An animal shall not be classified to be a canine hybrid based strictly on its appearance.

Care means responsibility for or attention to health, well-being, and safety.

Cat means belonging to the species *Felis Catus*.

Collar means a strap made of leather or other strong material or a harness that is worn around the neck/torso of an animal to which a current rabies vaccination and city animal registration tag can be affixed.

Community Cat means any free-roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats shall be distinguished from other cats by being sterilized and ear tipped;

community cats are exempt from licensing, limits, tags, stray and at-large provisions of this ordinance and maybe exempt from other provisions directed toward owned animals.

Community Cat Caregiver means A person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harbinger, controller or keeper of a community cat or to have care or charge of a community cat. Caregivers must make every effort to minimize the impact on local wildlife, and feed the proper quantity of food for the number of cats. Community cat caregivers may redeem community cats from the shelter without proof of ownership.

Companion Pet or **Companion Animal** means an owned, Domestic Animal that is considered a pet. This does include not a Hybrid dog or Hybrid cat. Guard Dogs are not considered Companion Animals or Companion Pets.

Companion Bird means A bird commonly kept as a pet by humans and confined on the property of the Owner, including parakeets, canaries, lovebirds, finches, parrots, macaws, cockatoos, cockatiels, toucans and lorries, but excluding:

1. All of the family *Anatidae* (waterfowl);
2. All of the family *Tetraonidae* (grouse and ptarmigans);
3. All of the family *Phasianidae* (quail, partridges and pheasants);
4. All of the family *Meleagrididae* (wild turkeys) except for the domestic strains of turkeys;
5. All of the family *Phasianidae* (francolins);
6. All of the family *Gruidae* (cranes);
7. All of the family *Rallidae* (rails, coots and gallinules);
8. All of the family *Charadriidae* (plovers, turnstones and surfbirds);
9. All of the family *Scolopacidae* (shorebirds, snipe, sandpipers and curlews);
10. All of the family *Recurvirostridae* (avocets and stilts);
11. All of the family *Scolopacidae* (phalaropes);
12. All of the family *Columbidae* (wild pigeons and doves) except for the domestic strains of pigeons; and
13. Ducks, geese, chickens and other poultry.

Confined or **confinement** means restriction of an animal at all times by an owner or keeper in an escape proof building or other enclosure away from other animals and the public.

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

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

Dangerous dog means a dog that caused a serious injury to a person, Domestic Animal or Livestock.

Dog means a member of the species *Canis Lupus Familiaris*.

Domestic Animal means any living creature other than a human being that is customarily used for companionship, food or work. For the purpose of this chapter all Companion Animals are Domestic Animals but not all Domestic Animals are Companion Animals.

Domestic Livestock or **Livestock** as defined by the State Livestock Code and shall include, but not be limited to, bison, buffalo, cattle, horses, donkeys, mules, chickens, ducks, poultry, llamas, ostriches, emus, rheas, camelids (camels), farmed Cervidae, swine, sheep or goats.

Ear-tip means the removal of approximately a quarter-inch off the tip of the cat's left ear in a straight line cut, the universal sign of a sterilized, unowned cat. If these requirements are met, the ear-tipped cat is exempt from licensing, limits, tag, and certain stray and at-large provisions of this chapter and may be exempt from other provisions directed toward owned animals.

Electronic leash, electronic collar or **e-collar** means a device that uses a remote to send signals that deliver electric stimulation, vibrations, beeps to control, confine or correct an animal. Is not considered a form of immediate control and shall not be used in place of a leash.

Emergency measures mean any action taken by animal control or its designated agents to preserve the health and life of an animal or human being, including but not limited to entering vehicles or premises, with probable cause and/or exigent circumstance, and impounding an animal to prevent present or imminent suffering to the animal, a human being, or another animal.

Emergency Medical Care means the care required in response to a traumatic injury or rapidly evolving health crisis concerning an Animal.

Enclosed lot means any parcel of land or portion thereof in private ownership around the perimeter of which a wall or fence has been erected of such a height and surety so as to retain the species of animal within the bounds for which the fence was erected.

Enclosure means an area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within and prevent the entry of any other animal(s).

Establishment means a place of business together with its grounds and equipment.

Estray or **stray** means any Companion Animal, Companion Pet, Exotic Animal or Livestock found running at large or unattended beyond the boundaries of the premises of the owner.

Exotic Animal or **Wild Animal** means those species of animals that are considered exotic to humans. Exotic Animals include any and all of the following orders and families, whether bred in the wild or in captivity, and any and all hybrids. The animals listed in the parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

1. Class *Mammalia*

- a. Order *Artiodactyla* (hippopotamuses, giraffes, camels, deer, not cattle or swine or sheep or goats)
- b. Order *Carnivora*
 - i. Family *Felidae* (lions, tigers, cougars, leopards, ocelots, servals, not domestic cats)

- ii. Family *Canidae* (wolves, coyotes, foxes, jackals, not domestic dogs)
 - iii. Family *Ursidae* (all bears)
 - iv. Family *Mustelidae* (weasels, skunks, martens, minks, not ferrets)
 - v. Family *Procyonidae* (raccoons, coatis)
 - vi. Family *Hyaenidae* (hyenas)
 - vii. Family *Viverridae* (civets, genets, mongooses)
 - c. Order *Edentalia* (anteaters, armadillos, sloths)
 - d. Order *Marsupialia* (opossums, kangaroos, wallabies, not sugar gliders)
 - e. Order *Perissodactyla* (rhinoceroses, tapirs, not horses or donkeys or mules)
 - f. Order *Primates* (lemurs, monkeys, chimpanzees, gorillas)
 - g. Order *Proboscidae* (elephants)
 - h. Order *Rodentia* (squirrels, beavers, porcupines, not guinea pigs, or rats, or mice, or gerbils, or hamsters)
2. Class *Reptilia*
- a. Order *Squamata*
 - i. Family *Varanidae* (only water monitors and crocodile monitors)
 - ii. Family *Iguanidae* (only green iguanas and rock iguanas)
 - iii. Family *Boidae* (all species whose adult length has the potential to exceed eight feet in length)
 - iv. Family *Colubridae* (only boomslangs and African twig snakes)
 - v. Family *Elapidae* (coral snakes, cobras, mambas) - All species
 - vi. Family *Natricidae* (only keelback snakes)
 - vii. Family *Viperidae* (copperheads, cottonmouths, rattlesnakes) - All species
 - b. Order *Crocodylia* (crocodiles, alligators, caimans, gavials) - All species
 - c. Order *Cetacea* (whales, dolphins, porpoises)
 - d. Order *Pinnipedia* (seals, sea lions, walruses)

Exotic or Wild Animal Permit means the Permit allowing a Person to own a Permissible Exotic or Wild Animal within the Truth or Consequences City Limits.

Feline hybrid means any offspring which results from the breeding of a domestic species or breed of feline with any wild species or breed of feline, such as an African Serval cat. Any animal which at any time has been or is advertised, or otherwise described or represented as a feline hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a feline hybrid for the purpose of this chapter. An animal shall not be classified to be a feline hybrid based strictly on its appearance.

Feral animal means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, Companion Animal, or work animal. Any feral animal that by physical aspect and behavior are deemed to be un-owned and have been trapped for the purpose of improving public health and limiting reproduction.

Finder means any person who discovers and temporarily takes possession of a Companion Animal that has been separated from its Owner.

Foster means to take temporary Custody of any Animal on behalf of or at the request of the Truth or Consequences Animal Shelter or other non-profit to administer veterinary care, groom, train, provide special feeding, care for or otherwise provide for the Animal.

Guard Dog means a dog that is used to protect a Guard Dog Site. Guard dogs are not considered Companion Animals or Companion Pets.

Guard Dog Site means a commercial establishment that utilizes a Guard Dog.

Guard Dog Site Permit or **GDSP** means the permit required for a Guard Dog Site.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetological services for profit.

Handler means a person who is responsible for controlling the actions of a guard dog.

Harness with respect to a dog, means a properly fitting apparatus that is not abrasive and that restrains the dog by the body and shoulders without the involvement of the neck. With respect to a cat means, a properly fitting apparatus that is not abrasive featuring adjustable collar buckles around the neck that are joined to an adjustable girth.

Healthy means that an Animal is free from disease and not suffering from any objectively observable illness.

Heat, estrus or **season** means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hobble or **hobbling** means to tie or strap the legs of an animal together to prevent it from straying.

Household means a human social or family unit comprised of one or more Persons, occupying, residing and domiciled in the same residence.

Humane live trap or **live humane trap** means any device designed to catch and restrict an Animal without causing any harm to the Animal.

Illness means a malady, injury, impairment, or physical/mental condition that requires veterinary care.

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

1. A secure collar or harness and leash no longer than eight (8) feet long for a dog; or
2. A secure leash no longer than eight (8) feet long in conjunction with a properly fitting harness for a cat or ferret; or
3. A secure and appropriate portable animal crate or cage for any animal.

Immediate control does not include:

1. Voice or oral commands/control.

2. Electronic leashes, electronic collars, electronic training collars or other similar devices.

Impound means the act by an Animal Control Officer or Law Enforcement Officer of taking up and confining an animal within a shelter or facility used by the City for the confinement of said animal.

Incarceration, Imprisonment or Incarceration Hold means the restraint or detention of an individual at a jail, prison, corrections facility or other similar facility by Law Enforcement.

Injured means the condition of an Animal being harmed, disabled or impaired in a physical sense which is determined by the reasonable objective observation of wounds, injured limbs, broken bones, or disfiguring lacerations.

Intact Animal means an animal that has not been spayed, neutered or altered.

Invisible Fence, Hidden Fence, Radio Fence or Electric Fence means an electronic pet containment system that uses a wire, typically a buried wire, and a collar to keep pets within a designated boundary by delivering a beep, vibration, electric shock or other warning when an animal gets too close to the boundary. An invisible fence is not considered a secure fence.

Kennel area means a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure and lie down with limbs and tail outstretched.

Commercial Kennel means any premises on which a total of five or more dogs or cats, in any combination thereof, four months of age or older, are kept; and where the business of buying, selling, breeding, training or boarding of dogs and/or cats is conducted.

Law Enforcement Officer means a government employee appointed to enforce the law, such as a police officer or sheriff.

Leash means a physical chain, strap, rope, cord or line of sufficient strength and material for leading, controlling and restraining an animal. Does not include electronic collars, electronic leashes or electronic training collars. A leash shall not be longer than eight (8) feet long.

License or Animal License, Companion Animal License means a City of Truth or Consequences Animal License.

License Certificate, Animal License Certificate or Companion Animal License Certificate means the certificate supplied by the City of Truth or Consequences that contains the number of the City of Truth or Consequences Animal License and attests that a Companion Animal has a valid Companion Animal License.

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

Litter means one or more sibling offspring of a Companion Animal under six (6) months old.

Litter Permit or Companion Animal Litter Permit means the permit required when a Companion Animal becomes pregnant.

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

Medical Hold means a temporary voluntary or involuntary hold on an individual for treatment or evaluation by medical professionals at a hospital or other similar facility due to injury, illness, incapacitation or other medical condition or due to death of owner.

Microchip means a passive transponder which can be implanted in an animal by injection and which is a component of a radio frequency identification (RFID) system. Such system must be compatible with a scanner used by an Animal Control Officer or Animal Shelter Staff.

Neglect means the failure of an Owner to provide care for an Animal in the Owner's Custody which failure causes an Animal to suffer physical or emotional harm.

Neuter means to render a male animal permanently sterile and incapable of reproduction.

Owner means a person who is at least eighteen (18) years of age who possesses an Animal and claims a legally valid right of possession or title of an Animal superior to the rest of the world. Under this Chapter, any person acting as an agent of the Owner and any Person over the age of eighteen (18) in a Household and left in charge of an Animal may be deemed the Owner. This does not include any person acting on behalf of the City Animal Shelter to temporarily house or Foster animals.

Permissible Exotic or Wild Animal means an Exotic or Wild Animal that does not violate federal or New Mexico State law.

Permit means a document evidencing approval by the City Manager, the City Commission, the Mayor, or a designee of the City Manager or Mayor to conduct a certain activity or possess a certain animal.

Permit Holder means a qualified person to whom a valid permit has been provided.

Permitted Premises means the establishment, residence, real property or other site for which a permit has been issued.

Person means an individual, firm, partnership, corporation, company, society, association, legal entity, and every agent or employee thereof.

Person in Charge means the individual present or individual in apparent supervision or control of a premise.

Pet means any domesticated animal kept as a Companion Animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet even if kept as a Companion Animal and not used for farming or human consumption.

Pet shop or dealer means any commercial establishment or person, including wholesalers engaged in the business of buying and selling or holding pet animals for sale. This term shall not include Livestock auctions.

Police Officer means a sworn member of the Truth or Consequences Police Department, the Sierra County Sheriff's Office or the New Mexico State Police.

Possession means the custody of an animal.

Potable water means water that can be consumed without concern for adverse health effects and is safe for drinking.

Potentially dangerous dog means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

Premises means a parcel of land owned, leased, rented, or controlled by any person, legal or natural. Such parcel of land may include a structure, and includes such items as kennels, houses, mobile homes, apartments, condominiums, and townhouses which are located on a parcel of land.

Proper enclosure means secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, tethering, restraining or other affixing the animal to a stationary object.

Proof of Ownership means any documentation or evidence which proved to the satisfaction of the City Manager's designee that a Person is the Owner of an Animal, including a Microchip identification, Veterinarian invoice, official registration, or photographs of the Animal.

Provoked means the response of an Animal that a reasonable Person believes the Animal has taken to defend itself, its offspring, its Owner or family member, or another Person within its immediate vicinity from assault, actual or perceived, or to defend real property belonging to its Owner or family member.

Public way means an alley, avenue, boulevard, bridge, channel, ditch easement, express freeway, highway, land, parkway, right-of-way, road, sidewalk, street subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Qualified service animal means:

1. Any qualified service dog or qualified service miniature horse that has been or is being trained to provide assistance to an individual with a disability;
2. An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended;
3. A qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal as defined in NMSA 1978, Section 28-11-2(B) (2013).

Quarantine means the segregation, detention and isolation of an animal for any time as required by state law in order to observe the animal suspected of contagion and control the spread of said contagion.

Reclaim, Redeem or Redemption means an Owner's or other person designated by the owner's recovery of an Animal that has been Impounded at the Truth or Consequences Animal Shelter.

Responsible party for the animal or Responsible Party means the owner of a Domestic Animal or Livestock, or an adult person placed in charge of the Domestic Animal or Livestock in the absence of incapacitation of the owner.

Run at large or running at large means to be free of control beyond an enclosed lot or the premises or vehicle of the owner or responsible party.

Safekeep or safekeeping means the temporary housing and care of an animal by the animal shelter in an event where the owner or responsible party is incapacitated or otherwise unable to provide care for the animal.

Secure Enclosure means a cage, crate or box, that may be portable, of sufficient strength to contain a Domestic Animal within and is not able to be invaded.

Secure Facility means a house or building in which an Animal is being restricted that will prevent the Animal, including a Guard Dog, from being able to escape.

Secure Fence means a visible protective or confining barrier of sufficient strength and height that prevents any Domestic Animal or Livestock, including Guard Dogs, from escaping the property on which the Animal is being restricted. The Secure Fence shall also reasonably protect the Animal within the fence from other Domestic Animals, Livestock or people coming into contact with the restrained Domestic Animal or Livestock. This includes a dog run type structure.

Serious injury means A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

Seize means to take custody of an Animal with or without notice to the Owner or the consent of the owner. Exigent Circumstances must exist if an animal is taken into Custody without notice to the Owner or the consent of the Owner.

Songbird or songbirds means a bird that utters a succession of musical tones and shall include but are not limited to:

1. All of the family *Estrildidae* (old world finches).
2. All of the family *Fringillidae* (new world finches).
3. All of the family *Icteridae* (Blackbirds).
4. All of the family *Sittidae* (Nuthatches).
5. All of the family *Troglodytidae* (Wrens).
6. All of the family *Muscicapidae* (old world flycatchers).
7. All of the family *Sturnidae* (Starlings).
8. All of the family *Paridae* (Titmice and nuthatches.)
9. All of the family *Phylloscopidae* (Leaf warblers.)

10. All of the family *Corvidae* (Crows and jays.)
11. All of the family *Paradisaeidae* (Birds of Paradise.)
12. All of the family *Pipridae* (Manakins.)
13. All of the family *Tyrannidae* (Tyrant flycatchers.)

Spay means to render a female animal permanently sterile and incapable of reproduction.

Surrender or **Owner Surrender** means the relinquishment of Ownership of a Domestic Animal to the Truth or Consequences Animal Shelter by the Owner of the Animal.

Tether means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.

Tormenting of animals means the act of bothering, annoying, distracting or agitating an animal.

Trap-Neuter-Return or **TNR** means a humane method to manage feral and stray cat populations by trapping them, spaying or neutering them, and returning them to their original outdoor homes. The process typically includes vaccinating the cats and often ear-tipping them to signify they have been sterilized.

Trolley or **Trolley System** means a cable strung between two fixed and stable points, to which a dog on a short lead is attached, allowing for freedom of movement.

Un-weaned means of an infant or other young mammal not accustomed to food other than its mother's milk.

Vaccination or **Vaccinate** means the inoculation of an animal with a vaccine administered by a veterinarian for the purpose of immunizing the animal against rabies as required by the State of New Mexico Rabies Control Act of 1959. The amount given should be sufficient to provide immunity from rabies for a minimum of one year. This also includes the inoculation of an Animal against distemper, parvo, para influenza, corona virus or Bordetella and other vaccinations deemed necessary from time to time by the City Manager or City Manager's designee.

Vermin means wild rodents and various insects including flies, mosquitoes, ants and wasps.

Veterinary hospital or **veterinary clinic** means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

Vicious animal means any animal which kills or severely injures (so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or corrective or cosmetic surgery, permeant disfigurement) a person or domesticated animal, but it does not include an animal which bites, attacks or injures a person or animal which is unlawfully upon its owner's premise, or which is provoked. Vicious animal includes an animal that inflicts a bite after it has been deemed a Dangerous Animal, regardless of severity of such bite.

Cross reference(s) - Rules of Construction, Definitions, Generally, § 1-2.

SEC. 3-3. PERJURY.

It is unlawful for any person to make any false affidavit, or knowingly swear or affirm falsely to any document, matter or thing required to be sworn or affirmed by the terms of this Chapter.

SEC. 3-4. NO PRIVATE CAUSE OF ACTION.

Nothing in this article is intended to create a private cause of action.

ARTICLE II. ADMINISTRATION OF CHAPTER

SEC. 3-5. ANIMAL CONTROL OFFICERS.

The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Chief of Police and may be delegated by the Chief of Police to the appointed Animal Control Officers, Code Enforcement Officer or Police Officers as he may deem expedient.

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

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-6. AUTHORITY OF ANIMAL CONTROL OFFICERS.

- A. Animal Control Officers and/or Truth or Consequences Police Officers shall have the authority to issue citations for violations of this Chapter within the corporate limits of the city or in other areas of jurisdiction as specified in agreements with other entities.
- B. Truth or Consequences Police Officers and those designated or assigned to the enforcement of ordinances regulating or controlling animals and fowl by the Chief of Police, shall have the authority to investigate upon probable cause any alleged violation of this Chapter.
- C. Animal Control Officers and Truth or Consequences Police Officers shall have the authority to take up and impound any animal or fowl authorized to be impounded by this Chapter or by other ordinances within the specified agreements with other entities.
- D. Animal Control Officers shall wear a uniform and a badge identifying such officer as an Animal Control Officer.

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-7. ESTABLISHMENT OF ANIMAL SHELTER.

There is hereby established an Animal Shelter which shall be located at a location designed by the Commission.

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

SEC. 3-8. ANIMAL SHELTER, HOURS OF BUSINESS.

The Animal Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.

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

SEC. 3-9. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.

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

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

SEC. 3-10. SEIZURE OF ANIMALS NOTICE.

- A. An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include Livestock is endangered due to cruel treatment may apply to a court of proper jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within ten business days unless good cause is

demonstrated by the city for a later time and such extension is approved by a judge with proper jurisdiction to enforce this Chapter.

- C. Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- D. If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
- E. At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by a judge with proper jurisdiction to enforce this Chapter.
- F. If the animal is a type of Livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.

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

State law reference(s) – Seizure of Animals; Notice, NMSA, § 30-18-1.1.

SEC. 3-11. DISPOSITION OF SEIZED ANIMALS.

- A. If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court may order the return of the animal to its owner.
- B. If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court may order the animal be relinquished to the Animal Shelter or other facility.
- C. An animal control agency operated by the municipality, or an Animal Shelter or other animal welfare organization designated by an animal control agency or an Animal Shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.
- D. The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, Animal Shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.
- E. If the owner of the animal does not post security within 13 days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, Animal Shelter or animal welfare organization for adoption, transfer out or humane destruction.

- F. Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.
- G. As used in this section, "Livestock" means any of the large or small Livestock, including, but not limited to horses, cattle, mules, donkeys, burros, swine, goats, sheep, and fowl, including, but not limited to, chickens, guinea hens, ducks, turkeys, geese, quail, or pigeons or any other Domestic Animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.

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

State law reference(s) – Disposition of Seized Animals, NMSA, § 30-18-1.2.

SEC. 3-12. COSTS OF SEIZED ANIMALS.

- A. Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- B. In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted.

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

State law reference(s) – Costs, NMSA, § 30-18-1.3.

SEC. 3-13. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING DOGS AND CATS.

- A. It is the intent of the City for all dogs and cats over the age of 4 months to be spayed/neutered. Therefore, no cat or dog shall be released from the Animal Shelter to an adopting person unless it has been spayed/neutered or unless a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.
- B. The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by six months of age for kittens and puppies.
- C. An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.

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

State law reference(s) – Sterilization Agreement and Sterilization Deposit Required, NMSA, § 77-1-20.

SEC. 3-14. QUALIFIED SERVICE ANIMALS.

- A. A person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and
- B. This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.

Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013. § 28-11-3. Admittance of qualified assistance animals, State of New Mexico

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

SECS. 3-15 – 3-28. RESERVED.

ARTICLE III. PENALTIES

SEC. 3-29. GENERAL PENALTY.

Whenever in this Chapter an act is prohibited or is made or declared to be unlawful or an offense or whenever in such section of the Chapter the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the penalty for violation of any section of this Chapter shall be as follows:

1. Any person who violates any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and may be punished by a minimum of fine \$25.00 and not exceeding \$200.00 and/or imprisonment for a period not exceeding ninety (90) days in the discretion of the court upon conviction of violating the Ordinance. A person may, in addition to any other penalty, be required to attend an animal training or care school/classes in the discretion of the Court.

2. Each day any such violation or failure to perform such act as provided in this Chapter exists, it is an offense and shall continue shall constitute a separate offense, unless otherwise specifically provided.
3. Each animal cited under this chapter shall constitute a separate offense, unless otherwise specifically provided.

SEC. 3-30. RESTITUTION.

Notwithstanding any of the foregoing, in the event any Domestic Animal or Livestock damages property, whether public or private, or causes injury to any person, Domestic Animal or Livestock, and such damage or injury is found to have been an element of the violation of any provision of this Chapter, a court of proper jurisdiction may, at its discretion, require the defendant to make restitution within a reasonable time, to the victim of said damage or injury.

SECS. 3-31 – 3-48. RESERVED.

ARTICLE IV. CONTROL AND IMPOUNDING PROCEDURES

SEC. 3-49. IMPOUNDING ESTRAYS; PROCEDURES; FEES

- A. No person shall, without the knowledge or consent of the owner, hold or retain possession of any Domestic Animal or Livestock of which he is not the owner or custodian for more than 24 hours without first reporting the possession of such Domestic Animal or Livestock to an Animal Control Officer, giving his/her name and address, a true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.
 - 1) A finder of a Domestic Animal or Livestock who chooses to hold the Domestic Animal or Livestock shall immediately contact an Animal Control Officer, Animal Shelter or the Owner of the Domestic Animal or Livestock.
 - 2) A finder shall have the Domestic Animal scanned for a microchip.
 - 3) A finder may elect to transport a Domestic Animal to its owner's premises or to the Truth or Consequences Animal Shelter.
- B. It is unlawful for any finder taking up a Domestic Animal or Livestock to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such Domestic Animal or Livestock to the Animal Control Officer, legal owner or custodian upon demand thereof.
- C. If an estray Domestic Animal is wearing a license, has other identification, or is implanted with a microchip that is registered with the City and/or appropriate microchip company it shall be confined at the shelter for a period of 72-hours and an attempt to locate and notify the owner shall be made.
- D. If an estray Domestic Animal is not wearing a license or other identification and not implanted with a registered microchip, the Domestic Animal shall be confined for a 72-hour period at the Animal Shelter.

- E. If a person claims and provides proof of ownership of an estray Domestic Animal or Livestock confined at the Animal Shelter, it shall be returned to the owner or designee of the owner after all applicable fees have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services. A citation may be issued to the owner of an estray animal.
- F. Title for a Domestic Animal will transfer to the Animal Shelter after the impoundment period. The Animal Shelter may transfer, return, adopt or dispose of unclaimed estray Domestic Animals or Livestock impounded under this section according to their policies and procedures the day after the required impoundment period.
- G. No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale or research.
- H. A Domestic Animal or Livestock which continues to be an alleged nuisance or that is deemed a threat to public safety due to aggression may be impounded by the Animal Control Officer with a warrant issued by a court of proper jurisdiction until such time as a judgment is made by a court of proper jurisdiction.
- I. Prior to adoption, return, transfer or redemption, each Companion Animal will be microchipped for positive identification and listed in the national database. Costs of such services will be added to the adoption/redemption fee collected.
- J. It shall be the responsibility of the owner to reimburse the City for animal boarding, vaccination, microchipping, emergency veterinary costs, or other expenses incurred by the City under the provisions of an animal that has been legally impounded under this Chapter. Fees established by resolution are as follows:
 - 1) Impound Fee as set by resolution
 - i. The impound fee will increase by an amount set by resolution every time the animal is impounded within one (1) calendar year.
 - 2) Impound Boarding Fee as set by resolution.
 - 3) A Non-Sterilization Deposit fee set by resolution will be added to the impound fee and impound boarding fee for all intact Domestic Animals. This fee will be refunded to owner's who provide proof of sterilization to the Animal Shelter within thirty (30) days.
 - 4) A microchip fee set by resolution will be added to any animal that requires a microchip.
- K. All impound fees, boarding fees, emergency veterinary care costs, maintenance costs, vaccination costs, microchipping costs or other costs incurred by the City during impoundment under the provisions of a Domestic Animal or Livestock that has been legally impounded under this Chapter shall be paid in full prior to the release of an Animal from the Animal Shelter.
- L. Fines for violations of this article shall be in accordance with the provisions of section 3-29.

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

SEC. 3-50. IMPOUNDMENT.

An Animal Control Officer may take up and impound in the Animal Shelter any stray or any Domestic Animal or Livestock kept or maintained contrary to this chapter, including any Domestic Animal or Livestock that is allegedly creating a public nuisance or that is deemed a threat to public safety due to aggression.

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

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SEC. 3-51. DESTRUCTION OF ANIMALS.

- A. If an animal which is impounded under the provisions this Article is suffering because of sickness, injury or age as certified by a licensed veterinarian, then it may be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by a qualified member of Animal Shelter Staff or Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.
- B. Any animal which cannot be brought to an Animal Shelter because it is vicious or infected with rabies or in any painfully crippled condition, may be destroyed by shooting by a Law Enforcement Officer at the direction of the Animal Control Officer or licensed veterinarian.
- C. Any animal deemed vicious by the court having jurisdiction over the enforcement of this Chapter shall be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by the Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SECS. 3-53 – 3-67. RESERVED.

ARTICLE V. OWNER'S DUTIES

SEC. 3-68. VACCINATIONS.

- A. It is the duty of all persons owning a domestic cat or a domestic dog over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for at least one (1) year and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.

- B. The veterinarian administering anti rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date of the period of immunity.
- C. It is unlawful for the owner or keeper of any domestic dog or domestic cat, to fail to exhibit its certificate of vaccination upon demand to any police officer or Animal Control Officer.
- D. It is the duty of all persons who adopts a dog to have such dog vaccinated against rabies, canine distemper complex, and parvo virus within five (5) days of the date of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies, feline distemper complex, parvo virus and Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia (FVRCP) within five (5) days of adoption.
- E. Each animal cited as a violation under this section is considered a separate offense.

State law reference(s) – New Mexico Administrative Code 7.4.2.8

SEC. 3-69. LICENSE REQUIRED.

- A. All residents of Truth or Consequences who owns, possesses or harbors any Domestic Animal three months of age or older shall:
 - 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- B. Any person who does not reside within the corporate limits of Truth or Consequences who keeps a Domestic Animal in the City for more than fifteen (15) consecutive days or an aggregate of thirty (30) days in any year shall:
 - 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- C. Collar or Harness Requirements for license tags.
 - 1) Any Domestic Animal outside of the owner's premises shall wear a collar or harness with a current license tag attached to the collar or harness.
 - 2) A collar or harness with the required license tag attached may be removed from the Domestic Animal temporarily for medical care, training, grooming or when the Domestic Animal is in a Bona Fide Animal Show, provided the owner or custodian of the Domestic Animal has in their personal possession the valid license tag for each Domestic Animal and shall immediately display upon such request of an Animal Control Officer or Police Officer.

- D. Application for a Domestic Animal License shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal, microchip number if applicable and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in Section 3-149 of this Chapter, a license certificate for each animal shall be issued. If a license tag is lost, replacement tags with a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year from the date of issue whichever is greater.
- E. Within five business days upon change of ownership of any Domestic Animal, the new owner shall apply for a new Animal License with their personal identifying information.
- F. All residents of Truth or Consequences or non-residents who have a Domestic Animal implanted with a microchip and registered with the City and appropriate microchipping company, shall ensure owners physical address, owner personal identifying information and owners contact information is current and valid with the City and appropriate microchipping company to ensure proper identification of the Domestic Animal and owner.

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

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

SEC. 3-70. RESTRAINT OF ANIMALS.

- A. A person owning or having charge, custody, or care over a Domestic Animal or Livestock shall keep the animal under humane physical restraint at all times.
- B. A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure, secure fence, secure facility or by immediate control.
 - 1) All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.
 - 2) A person owning or having care, custody, or control over a Domestic Animal or Livestock on his or her premises may use a tether as a means of restraint only if:
 - i. The tethered animal has access to adequate food, water, shade and shelter.
 - ii. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.
 - iii. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.

- iv. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.
 - 3) Voice commands are not an acceptable form of restraint.
 - 4) Electronic Leashes are not an acceptable form of restraint.
 - 5) Invisible fences are not an acceptable form of restraint.
 - 6) Crates are prohibited as a means of restraint while an animal is outdoors and on the premises of an owner or custodian.
- C. A person owning or having care, custody, or control over a Domestic Animal or Livestock off of his or her premises shall keep the animal under immediate control.
- 1) While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed eight (8) feet in length while the animal is in and around the inhabitants of the city.
 - 2) A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner or in any manner that will allow their escape from the vehicle when it is parked or in motion. Animals carried in the open flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the driver's lap while the vehicle is being operated on any public roadway.
 - i. If an animal is restrained in a crate or other enclosure while in a vehicle, the crate or enclosure shall be securely fastened so that the crate or enclosure cannot slide, turn over or fall out.
 - 3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.
 - 4) Voice commands are not an acceptable form of restraint.
 - 5) Electronic Leashes are not an acceptable form of restraint.
- D. A person owning or having care, custody, or control over a Domestic Animal or Livestock shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.
- 1) If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the Animal Control Officer at the request of the resident or owner.
 - 2) If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute may be regarded by the Animal Control Officer as a private matter.

E. An owner, manager, agent, or governing board of any multiple dwelling units, including mobile home parks and gated communities, may permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling units, except upon such areas and within such enclosures specifically designated for such activity, provided the animal is restrained within the bounds of the park or community by a secure fence.

F. Exceptions:

- 1) A working dog that is under the control and supervision of the owner or handler performing such acts as herding on private property, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.
- 2) Community Cats that have been vaccinated and have an ear-tip and Community Cat Caregivers working or acting under a Trap-Neuter-Return initiative.

G. Each animal cited as a violation under this section is considered a separate offense.

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

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(2).

SEC. 3-71. CONFINEMENT OF RABID ANIMALS.

An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law.

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

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-72. BITING DOGS OR OTHER BITING ANIMALS.

- A. The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.
- B. A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.

- C. An animal that bites a person shall be confined securely at a place designated by the Animal Control Officer and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.
- D. A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.

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

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-73. FEMALE DOGS OR CATS IN ESTRUS TO BE CONFINED.

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed Companion Animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the Companion Animal does not create a nuisance by attracting other animals. When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or Animal Shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Chapter.

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

SECS. 3-74 – 3-88. RESERVED.

ARTICLE VI. PROHIBITED ACTS

SEC. 3-89. ANIMALS RUNNING AT LARGE.

- A. It is unlawful for any person owning or having the care, custody or control of any Domestic Animal or Exotic Animal to allow or permit that animal to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and may be taken up and impounded as provided in section 3-49.
- B. Each violation committed under this section shall be considered a separate offense.

State law reference(s) - Animals, NMSA, § 3-18-3.

SEC. 3-90. LIVESTOCK RUNNING AT LARGE.

- A. It is unlawful for the owners of Livestock to allow or permit Livestock to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof within the city limits. Any livestock permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and may be taken up and impounded as provided in section 3-49.

B. Each violation committed under this section shall be considered a separate offense.

State law reference(s) - Livestock Running at Large; When Unlawful; Impounding; Disposition; Suit for Damages, NMSA, § 77-14-7, Animals, NMSA, § 3-18-3.

SEC. 3-91. ANIMALS DISTURBING THE PEACE.

- A. For the purposes of this Section, *persistent* means noise created by a Domestic Animal, Exotic Animal or Livestock that is continuously heard for a period of ten (10) minutes or more or intermittently heard over a period of one (1) hour or more.
- B. For the purposes of this Section, *intermittent* or *intermittently* means noise created by a Domestic Animal, Exotic Animal or Livestock that starts and stops at irregular intervals.
- C. For the purposes of this Section, *continuous* or *continuously* means noise created by a Domestic Animal, Exotic Animal or Livestock that is constant and does not stop for a period of ten (10) minutes or more.
- D. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to permit that animal to howl, bark or create noise common to its species which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. Persistent, continuous or loud intermittent noise between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. which can be heard more than fifty feet (50') from the source of the noise shall be prima facie evidence of a violation of this section.
- E. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to keep or maintain on his premises any animal in such an unclean or unsanitary manner as to disturb others by noxious or offensive odors, or otherwise endanger the health, safety, and welfare of the inhabitants of the City.
- F. A person owning, or having the care, custody or control of any Domestic Animal, Exotic Animal or Livestock may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.

- 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.

G. This Section shall not apply to properly licensed and permitted Animal Shelter's.

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

Cross reference(s) - Offenses Relating to Public Order and Safety, § 8-31 et seq.

SEC. 3-92. PUBLIC NUISANCE.

- A. It is unlawful for a person owning or having the care, custody or control of any animal to permit, either willfully or through failure to exercise due care or control, any such animal

to commit any nuisance upon a sidewalk, or in a public park; or upon the floor or wall or any common wall or any common hall in any multiple dwelling, entryway, stairway, or wall immediately abutting on a public sidewalk; or upon the floor or wall of any theater, shop, store, office building, or other building used in common by the public; or upon any private property other than that of the animal owner.

- B. A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.
- C. A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.
- D. A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.
- E. A person owning, or having the care, custody or control of any animal may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.
 - 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.
 - 2) Complainants must be willing to testify of violations in a court of proper jurisdiction.
- F. A community cat that disturbs the peace by habitually or repeatedly destroying, desecrating, or soiling public or private property may constitute a public nuisance.
 - 1) Animal Control shall investigate an alleged violation of this section upon the receipt of two (2) sworn complaints in a form provided by Animal Control signed by two (2) unrelated City residents living in separate dwellings with 500 feet of the alleged violation. The affidavit shall specify the address or location of the alleged violation, the nature, time and date(s) of the act, the name and address of the owner or custodian, if known, and a description of the cat, if known.
 - 2) If, upon investigation, Animal Control, determines the complainant(s) have taken reasonable abatement measures to resolve or mitigate the nuisance behavior of the cat, Animal Services may request the caregiver, if any, assist in resolving the nuisance or may remove the community cat causing the nuisance.
 - 3) A Community Cat Caregiver may be cited for failing to take reasonable abatement measures to resolve or mitigate any nuisance behavior created by a community cat in which they provide care.

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

It is unlawful for any person to remove any Companion Animal License Tag from animal and attach it to another animal. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his/her possession or under his/her control a stolen, counterfeit, or forged Companion Animal License Tag, rabies vaccination certificate, or other form of licensing as required under this Chapter.

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

SEC. 3-94. VICIOUS ANIMALS.

It is unlawful for any person to keep or harbor a known vicious animal in the City. Any attack by a vicious animal or any animal displaying traits of a vicious animal may be repelled by the use of reasonable force. After a judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this Chapter, upon hearing of such complaint, may, in addition to any fine or imprisonment which may be imposed for violation hereof, order the Animal Control Officer to have such animal destroyed as set forth in Section 3-51 of this Chapter.

State law reference(s) - Vicious Animals, NMSA, § 77-1-10.

SEC. 3-95. SALE OF ANIMALS.

A. *Sale in Public.* A person shall not display, sell, or offer for sale, barter, give away, transfer, adopt or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter or other animal welfare non-profit during an adoption event.

- 1) A person may display information, solicit interest, or otherwise offer an animal for rehoming upon a public way or in a public park, provided that:
 - i. No physical transfer, sale, barter, giveaway, adoption or other disposition of the animal occurs upon any public way or in any public park. All actual rehoming transactions must take place on privately owned property or properly licensed private business.
 - ii. The person complies with Subsections B, C, and D of this Section and any other applicable Sections of this Chapter, state or federal regulations.
 - iii. Nothing in this subsection authorizes anyone to display, offer, or rehome any animal on private property without the permission of the owner thereof, nor does it authorize any unlicensed commercial sale.
 - iv. This Subsection does not restrict the activities conducted by the Truth or Consequences Animal Shelter or any other animal welfare nonprofit during an authorized adoption event.
 - v. Any person offering animals for rehoming shall not request a rehoming fee, adoption fee or similar fee unless they are properly licensed.

- vi. Any person offering animals for rehoming must be the legal owner of the animal.
 - vii. Any person offering animals for rehoming must provide accurate information about the animal(s) they intend to rehome and shall not misrepresent the health, age, condition, vaccination status, pedigree or purebred status or sterilization status of the animal(s).
- B. *Sale of un-weaned animals.* A person shall not display, sell, offer for sale, barter, give away, transfer or adopt a domestic animal under eight (8) weeks of age, or a guinea pig, hamster, or rabbit under four (4) weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition for its species and age. Nothing herein shall prohibit the transfer of animals between animal shelters and animal rescue organizations. Nothing herein shall prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.
- C. *Prize.* No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.
- D. *Sale of turtles.* A person shall not offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.

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

State law reference(s) - Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-96. FALSE REPORTING.

- A. It is unlawful for any person to make a false report to a Police Officer or an Animal Control Officer regarding any animal in danger or stray or regarding any supposed violation of this Chapter.
- B. It is unlawful for any person to make a false affidavit, or knowingly swear or affirm falsely to a document, matter or thing required to be sworn or affirmed to by the terms of this Chapter.

SECS. 3-97 - 3-107. RESERVED.

ARTICLE VII. CRUELTY TO ANIMALS PROHIBITED

SEC. 3-108. PHYSICAL ABUSE.

- A. It is unlawful for any person to willfully or maliciously kill, beat, sexually abuse, maim, poison, disfigure, burn, or scald any animal, or to attempt to kill or poison any animal, except that reasonable efforts may be employed only to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.

B. Exceptions

- 1) Humane Euthanasia performed by a Licensed Veterinarian, a Euthanasia Qualified Employee of the City of Truth or Consequences or a Euthanasia Authorized employee of the City of Truth or Consequences Animal Shelter.
- 2) Killing a bird if such bird is Poultry owned by that Person and will be used for food;
- 3) Killing a rabbit if such rabbit is owned by that Person and will be used for food;
- 4) Killing mice or rats that are not a Domestic Animal or otherwise claimed as a pet by any Person;
- 5) A Person may use poison to kill mice and rats, but only within a Person's own enclosed structures.
- 6) Except when applied by a licensed exterminator, no poison may be used outside, even on a Person's own property, or in any way in which a poisoned animal, including mice and rats, can consequently poison other Animals.
- 7) Generally accepted methods of animal training that do not cause undue physical and emotional suffering, including the training of Livestock, Companion Animals, Guard Dogs, hunting dogs, police dogs and Service Animals shall not constitute cruelty.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-109. WORK CRUELTY.

It is unlawful for any person to drive or work any animal cruelly. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-110. CARE AND MAINTENANCE.

- A. It is unlawful for any owner of an animal to fail, refuse, or neglect to provide said animal with proper and adequate necessities and medical care.

- 1) Food and Water.
 - i. Mammals and birds shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal. Additionally, the amount of food administered and feeding times must properly conform to the individual animal's age and condition. Food should be stored in a rodent proof and insect proof container. Open food must be kept in covered, washable

containers. Containers where food is stored shall be maintained and kept free of bacteria and contamination from rodents and insects as needed.

- ii. Mammals and birds shall be provided with constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health as required by the species whether the animal is outdoors or indoors.

2) Cleanliness.

- i. The entire premises where an animal is kept shall be kept clean and in good repair in a manner which will protect animals from disease or injury. Feces and urine must be removed at least once daily from Companion Animal living quarters to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external parasites that could harm the animal or cause the spread of disease to other animals or humans.
- ii. All areas where animals are kept shall be maintained in a manner such that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances including, but not limited to, antifreeze that could potentially poison an animal. Food and cleaning supplies cannot be stored together. Provisions shall be made for the timely removal and proper disposal of animal and food waste, soiled bedding, dead animals, and debris. Disposal facilities and methodology shall minimize vermin infestation, odors and disease.
- iii. Areas where animals will be spending time shall be maintained to minimize the animal's exposure to fleas, ticks, flies, mosquitoes, ants, wasps, bees, or other insects that could potentially harm the animal or cause the animal discomfort.

3) Shelter and Shade.

- i. Animals that are not allowed free access to go inside a building must be provided with adequate shelter and shade. A structure that provides adequate shelter may not provide adequate shade: for example, a doghouse that protects the dog from wind and rain may be too hot inside when exposed to direct sunlight during the warmer months, so shade must also be provided.
 - (a) Outside housing for animals shall protect animals from any extreme weather conditions that may be detrimental to the health or comfort of the animals.
 - (b) Shelter for an animal must be waterproof, structurally sound, and have no protrusions that could injure animals.
 - (c) Feces and urine shall be removed from shelters as necessary to prevent animals from becoming soiled and to prevent odors, but under no circumstances less than twice each day.

- (d) Suitable drainage must be provided in all areas where animals are kept and there can be no standing water.

4) Space.

- i. Animals must be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.

- (a) Minimum space required for cats. Indoor Requirements.

- a. Cats shall have a minimum of four (4) square feet of flat floor space and twenty-two (22) inches of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.

- (b) Minimum space required for cats. Outdoor Requirements.

- a. Cats shall have a minimum of four (4) square feet of flat floor space and six (6) feet of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.

- (c) Minimum space required for dogs. Indoor Requirements.

- a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and two (2) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and three (3) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and three (3) feet of vertical space per dog.

- (d) Minimum space required for dogs. Outdoor Requirements.

- a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and six (6) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and six (6) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and six (6) feet of vertical space per dog.

- (e) Minimum space required for birds.

- a. Birds must have enough room to spread their wings to their full width.
 - b. Birds must have at least two perches of different circumferences available to them.
 - (f) Any other animals not specifically listed should be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
- 5) Medical and veterinary care.
- i. Animals shall be provided with basic medical care in accordance with this Chapter as described by the definition of Basic Medical Care.
 - ii. Animals shall be provided Emergency Medical Care in accordance with this Chapter as described by the definition of Emergency Medical Care.
 - iii. No animal should ever be allowed to suffer due to a lack of basic medical care, injury or illness.
- 6) Animals shall be groomed in accordance with this Chapter as described by the definition of Basic Grooming as applicable to the species. Basic Grooming is necessary to maintain the eyes, ears, beaks, hooves, feet, hair and skin of an animal in healthy condition. Basic Grooming includes making sure that the toenails or hooves are not so long as to cause the animal to not move normally or to cause pain to the animal. Basic Grooming also includes providing the animal whatever it needs for self-grooming. No animal shall be allowed to have a coat that is matted to the point that it becomes so heavy as to cause skin irritation or trap fecal matter. The animal shall not be kept so dirty as to provide a home for insects. No animal shall be allowed to have foreign objects imbedded in its skin, fur or hair other than the Microchip.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-111. UNCARED FOR ANIMALS.

- A. Whenever an Animal Control Officer finds that any animal is or will be without proper care because of injury, illness, and/or incarceration or as a result of the absence of the owner or person responsible for the care of such animal the Animal Control Officer may apply for a warrant with a court charged with enforcement of this Chapter to enter onto the property or premises where said animal is located and take up such animal for protective care; and in the event of sickness or injury of the animal, upon the instruction of a licensed veterinarian, the Animal Control Officer may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal.

- B. It is unlawful for any person to desert deliberately and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission within the City of Truth or Consequences.

SEC. 3-112. INJURY TO ANIMAL BY MOTORIST.

- A. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any Domestic Animal or Livestock, give such aid as is reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify themselves to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the Domestic Animal or Livestock to a veterinary hospital or the Animal Shelter and notifying the Police.
- B. Such animal may be deemed an uncared-for animal within the meaning of Section 3-111 above.
- C. Emergency vehicles in the course of emergency duty are excluded from this provision with the exception of reporting the incident.

SEC. 3-113. ANIMALS IN VEHICLES.

- A. It shall be unlawful for any person to intentionally, knowingly, or recklessly leave or confine any animal in a closed vehicle for any period of time without adequate ventilation in a way that puts it in a life-threatening or extreme health-threatening situation due to prolonged heat or cold.
- B. An animal left in a vehicle without the interior of the vehicle being air conditioned when the interior temperature of the vehicle is over ninety degrees Fahrenheit (90°F) shall be prima facie evidence of a violation of this chapter.
- C. Animals being transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a nonmetal surface to sit or stand on.
 - 1) No animal shall be left in the bed of a pickup truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold, rain or snow.
- D. If an Animal Control Officer or Police Officer determines that an animal in a vehicle is in immediate danger, the Animal Control Officer or Police Officer may enter the vehicle by whatever means necessary, without being liable to the owner of the vehicle for any damages, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the Animal Control Officer or Police Officer cannot determine who confined the animal, the registered owner of the vehicle may be cited.
- E. Animals being transported in vehicles shall be restrained in accordance with Section 3-70.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-114. KEEPING OF DISEASED OR PAINFULLY CRIPPLED ANIMALS.

It is unlawful for any person to have, keep, or harbor any animal which is afflicted with any incurable, or infectious disease or is in any painfully crippling condition, except as hereinafter provided. The Animal Control Officer may impound such diseased or painfully crippled animal in accordance with the provisions of this Chapter. All such animals impounded may be destroyed humanely as soon thereafter as is practicable. In the case of destruction of such animal, the Animal Control Officer shall be required to give any of the aforesaid notices provided in this Ordinance. This Section shall not be construed to include animals receiving veterinary care.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-115. ANIMAL FIGHTS.

It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition or contest in which one or more animals are engaged for the purpose or injuring, killing, maiming, or destroying themselves or any other animal. This includes any animal used as a "bait animal" as defined in the definitions of this Chapter.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Dog Fighting and Cockfighting, NMSA, § 30-18-9, Animals, NMSA, § 3-18-3.

SEC. 3-116. FOWL.

It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than twelve (12) hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.

SEC. 3-117. MOLESTING OR TORMENTING ANIMALS.

It is unlawful for any person to torment, tease, annoy, disturb or molest any animal, by any means including but not limited to, throwing rocks, yelling, or giving chase in any manner, which is on the property of its owner, or under the control of its owner.

3-118. SONGBIRDS.

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

State law reference(s) - Songbirds; Trapping, Killing or Injuring Prohibited, NMSA, § 17-2-13.

SEC. 3-119. DRAGGING AND HOBBLING ANIMALS.

A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by a secure tether or enclosure, shall be considered unrestrained. This shall not apply to Livestock animals being properly used for work purposes using commonly accepted methods.

SEC. 3-120. SCOPE OF SECTION; VIOLATIONS.

- A. It is expressly provided that Section 3-108 through Section 3-119 apply equally to Domestic Livestock, Exotic Animals, and Wild Animals in addition to dogs and cats.
- B. Violations of Section 3-108 through Section 3-119 are punishable by fines and/or imprisonment as set forth in Section 3-29.

SEC. 3-121. REPEAT OFFENSES.

- A. Three or more violations of any one or any combination of offenses in this Article shall constitute an act of cruelty. A repeat offender shall be deemed guilty of a misdemeanor, punishable by a minimum fine of \$100.00 and not exceeding \$500.00 and/or imprisonment for period not exceeding six (6) months upon conviction.
- B. In cases of repeat offenses under this Article (Article VII), an Animal Control Officer shall have the authority to impound any animal subjected to cruelty, neglect or abandonment. The animal may not be returned to its owner before a hearing in a court of proper jurisdiction if, in the opinion on of the Animal Control Officer, the harm to the animal is severe and likely to recur.
- C. In cases of repeat offenses for animals subjected to cruelty, neglect or abandonment, a judge with proper jurisdiction to enforce this Chapter may have such animal relinquished to the Animal Shelter, thereby extinguishing all property rights of the existing owner, provided the Animal Shelter Staff or an Animal Control Officer serves written notice upon the existing owner, informing him of the intent to have said animal adopted by another owner, and giving the existing owner three (3) business days to 1) declare his intent to maintain ownership of the animal and to object to the adoption, and 2) pay all impoundment, boarding, and veterinary costs, up to the date of the owner's declaration of intent to maintain his ownership of his animal. This intent must be stated in writing, signed by the animal's owner, and delivered to the Animal Shelter keeping the animal. The statement of intent and payment of fees and costs will serve to stop any animal adoption proceedings

SECS. 3-122 – 3-129. RESERVED.

ARTICLE VII. DEAD ANIMALS

SEC. 3-130. DISPOSAL.

- A. The owner/responsible party having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.
- B. An animal carcass may be disposed of in one of the following ways:
 - 1) Burial of the animal carcass on the owner's land under the following conditions:
 - i. The bottom of the burial pit must be at least three feet above the water table.
 - ii. If possible, choose a site where the soil is heavier and less permeable.
 - iii. Flat areas are best. Avoid areas sloping toward water or arroyos.
 - iv. Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.
 - 2) Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.
 - i. The cremation of the carcass will be at the expense of the animal owner.
 - 3) The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.
 - i. Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.
 - ii. Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.
 - 4) The Animal Shelter may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.
 - i. The fee amount shall be established by resolution; or
 - ii. The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.
 - 1. This fee schedule is based on the weight of the carcass.

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

SECS. 3-131 – 3-135. RESERVED.

ARTICLE IX. TAMPERING

SEC. 3-136. BREAKING INTO ENCLOSURE OR FACILITY.

Any person who shall in any manner break into or aid, directly or indirectly, in breaking into the enclosure, pound, center, or trap in which any animal is impounded or kept under authority of an Animal Control Officer or Law Enforcement Officer shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

SEC. 3-137. BREAKING INTO AN ANIMAL CONTROL VEHICLE.

It is unlawful for any person to break open any animal control vehicle wherein animals are impounded by the Animal Control Officer or Law Enforcement Officer, or in any other way to remove or assist in the removal of any animal from such vehicle without lawful permission. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

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

SEC. 3-138. INTERFERING WITH AN ANIMAL CONTROL OFFICER.

It is unlawful for any person to interfere, hinder or molest any Animal Control Officer or Law Enforcement in the performance of their duties. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

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

SEC. 3-139. INJURING OR TAMPERING WITH A FENCE, GATE OR SECURING DEVICE.

- A. It is unlawful for any person to intentionally, knowingly or willfully cut, damage, destroy, tamper with, unlock, remove or otherwise interfere with any fence, gate or other enclosure or securing device that they do not own for the purpose of releasing, allowing the escape of, or providing unauthorized access of any animal.
- B. Exceptions. The prohibitions of this Section shall not apply to:
 - 1) Law Enforcement Officers, Animal Control Officers or emergency responders acting within the scope of their official duties.
 - 2) Persons acting in good faith in an emergency, when such action is reasonably necessary to:
 - i. Prevent or reduce the threat of serious bodily injury or death.
 - ii. Rescue a person who is trapped, endangered, or otherwise in need of urgent assistance;
 - iii. Prevent significant harm to an animal when no reasonable alternative exists; or
 - iv. Property owners or lawful occupants accessing or repairing their own fences, gates or enclosures.

- C. Each animal allowed to escape as a result of a violation of this Section shall constitute a separate offense.

ARTICLE X. DANGEROUS AND POTENTIALLY DANGEROUS DOGS

SEC. 3-140. POTENTIALLY DANGEROUS DOGS.

A dog may be deemed potentially dangerous if the dog poses a reasonable threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-141. DANGEROUS DOGS.

A dog shall be deemed dangerous if it causes serious injury to a person, Domestic Animal or Livestock.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-142. SEIZURE OF DANGEROUS DOGS.

- A. If an Animal Control Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Control Officer may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If an Animal Control Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- C. After seizure, the Animal Control Officer will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.
- D. After seizure:
 - 1) The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
 - 2) The Animal Control Officer may, within fourteen (14) days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by

clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.

- E. If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Control Officer does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
- F. If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Shelter, the Animal Shelter may humanely destroy the dog.
- G. A determination that a dog is not dangerous or potentially dangerous shall not prevent the Animal Control Officer from making a subsequent application for seizure based on the dog's subsequent behaviors.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-4.

**SEC. 3-143. DANGEROUS AND POTENTIALLY DANGEROUS DOGS -
REGISTRATION REQUIRED.**

- A. Upon application, the City Clerk's Office shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:
 - 1) The owner is able to keep the dog under control at all times; and
 - 2) A Companion Animal License Certificate, if applicable, has been issued pursuant to the requirements of the City; and
 - 3) The dog has a current rabies vaccination; and
 - 4) The owner has a proper enclosure to the dog; and
 - 5) The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and
 - 6) The dog has been spayed or neutered; and
 - 7) The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
 - 8) The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Control Officer.
- B. If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for thirty-six (36) consecutive months, the owner may request the Animal Control Officer in the City to lift the requirements for registration pursuant to this section. If the Animal Control Officer has no reasonable basis to believe that the dog has exhibited the behaviors specified, it may relieve the owner of the requirements of this section.

- C. An Animal Control Officer shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of Section 3-142(A), establishes that:
- 1) The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and
 - 2) The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
 - 3) The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
 - 4) When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and
 - 5) The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
 - 6) A clearly visible warning sign with a conspicuous warning symbol indicates there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from fifty (50) feet, whichever is less.
- D. An Animal Control Officer may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-5.

SEC. 3-144. DANGEROUS AND POTENTIALLY DANGEROUS DOGS – PROHIBITED ACTS.

- A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- 1) Keep the dog without a valid certificate of registration; or
 - 2) Violate the registration and handling requirements for the dog; or
 - 3) Fail to notify an Animal Control Officer immediately upon:
 - i. The escape of the dog; or
 - ii. An attack by the dog upon a human being, Domestic Animal or Livestock;
 - 4) Fail to notify the animal control authority of the dog's death within five business days; or
 - 5) Fail to notify an Animal Control Officer within twenty-four (24) hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or
 - 6) Fail to surrender the dog to an Animal Control Officer for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or

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

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-6.

SEC. 3-145. PENALTIES.

- A. A person who violates any section or provision of this Article X (Sections 3-140 through 3-145) shall be charged in the court charged with jurisdiction to enforce this Chapter and upon conviction may be sentenced a minimum fine of \$250.00 not to exceed \$500.00 or 90 days imprisonment or both fines and imprisonment.
- B. The court may order the owner to relinquish the dog to the Animal Shelter for humane destruction.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-6.

ARTICLE XI. WILD OR EXOTIC ANIMALS

SEC. 3-145. EXOTIC AND WILD ANIMALS.

- A. No person shall keep, own or harbor any species in violation of federal law, New Mexico law or this section.
- B. No person shall keep any exotic or Wild Animal as defined in this Chapter by the definition of Exotic or Wild Animal except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-146. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.

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

State law reference(s) - Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-146. EXOTIC AND WILD ANIMAL PERMIT.

- A. Any person who keeps, harbors or owns an Exotic Animal or Wild Animal covered by this section at the time of enactment of this Chapter shall obtain an Exotic or Wild Animal Permit from the City. A fee set by resolution shall be charged for the Exotic or Wild Animal Permit through the City.
 - 1) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or City Clerk upon the death of the animal.
 - 2) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or Police Officer upon the escape of the Animal.
- B. An Animal Control Officer shall use seizure procedures which protect the public, the exotic or Wild Animal and other animals to seize any exotic or Wild Animal kept in

contrary to this section or for its owner's failure to obtain an Exotic or Wild Animal Permit. Such animal shall become property of the City. The Exotic or Wild Animal Permit holder or owner of the exotic or Wild Animal is liable for any costs incurred by the City and such costs may be the result of a lien being place against the Exotic or Wild Animal.

- C. For the purpose of this section, any person or Animal Control Officer who is utilizing a humane live trap for exotic or Wild Animals, vermin, or domesticated dogs or cats which may be a menace to the public may not be considered as keeping, owning or harboring such animals. Trapping shall be done in accordance with New Mexico State law.

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

ARTICLE XII. PERMITTED PREMISES, REGULATIONS, LICENSES AND FEES

SEC. 3-147. GUARD DOGS.

Anyone using or keeping a dog for the sole purpose of guarding a property, and neither as a pet nor for hunting uses, must obtain a Guard Dog Site Permit from the City in addition to all other applicable provisions of this Chapter:

1. A Guard Dog shall not be used to guard residential property.
2. Only one Guard Dog is allowed on a property at any given time.
3. The permit application shall include sufficient information to identify the owner of the commercial property, the name and address of the owner of the Guard Dog, and the location intended to be guarded by the Guard Dog.
4. The permit applicant shall submit the application to the City Clerk's Office and submit to a pre-permit inspection of the premises by an Animal Control Officer so that an accurate physical description of the animal may be obtained.
5. The applicant must provide to the City proof of vaccination of the Guard Dog as set in Section 3-68 of this Chapter.
6. The applicant must provide to the City proof of licensing as set in Section 3-69 of this Chapter and microchipping of the Guard Dog as set in Section 3-74 of this Chapter. Proof of licensing and microchipping must be provided annually during renewal of the permit.
7. The permit applicant shall pay the Guard Dog Site Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Site Permit fee. The permit application and annual permit fees shall be set by resolution by the City.
8. The permit applicant must submit to an annual inspection of the property by an Animal Control Officer before a permit may be renewed.
9. Prior to obtaining the permit, the permit applicant shall obtain liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of

interests and costs, of not less than \$100,000.00 for damage or bodily injury to or death of a person caused by the Guard Dog.

10. The enclosure surrounding the property protected by a Guard Dog must be secure at all times so as to prevent the dog from running at large, unless the owner complies with Section 3-70.
11. The enclosure surrounding the property must be of sufficient height and strength to contain the Guard Dog within the premises to prevent unauthorized entry and access of animals and people onto the property.
12. A Guard Dog may only be chained in order to supplement any enclosure. A chain shall not be the only form of restraint for a Guard Dog.
13. If chained, the animal must be located within 10 feet of the entrance of the building or premises to be guarded and chained in such manner as set forth in Section 3-70.
14. The owner of the Guard Dog shall post warning signs prominently on all sides of the premises and on all entryways to the premises, stating that a Guard Dog is on the premises.
 - i. Warning signs should be at least twelve (12) inches long on each side.
 - ii. Warning signs shall state "Guard Dog" and "Guardia" and shall show a picture of an aggressive dog.
 - iii. Signs should not be more than fifty (50) feet apart on all exterior fences or walls surrounding the site and shall be posted at all exterior corners of the site and every entrance to the site.
 - iv. Signs shall be maintained in such a manner to maintain their effectiveness.
15. Vehicles used to transport Guard Dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the Guard Dog is transported in a safe, humane manner and that does not violate Section 3-113, and shall be posted with warning signs on each side of the vehicle.
16. The City may at any time revoke a Guard Dog Site Permit for any and all violations of this Chapter.
17. Nothing in this section shall prohibit an Animal Control Officer from placing a Guard Dog on a quarantine and/or seizing a Guard Dog as set by provisions of this Chapter and/or applicable state laws.
18. An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permits or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

19. A Guard Dog Site Permit holder shall not apply for a litter permit, Multi-Animal Site Permit or Kennel Permit for the Guard Dog Site. No breeding, boarding or sale of Animals is allowed at a Guard Dog Site.

20. Guard Dog Site Permits shall not be issued to any premises within five-hundred (500) feet of any school zone, daycare, public park or dog park.

SEC. 3-146. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMITS.

A. Multi-Animal Site Permits

- 1) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four Companion Animals in any combination thereof, three months of age or older on their residential or business premises without a Multi-Animal Site Permit.
- 2) Any person who operates or proposes to operate a residential or commercial Multi-Animal Site shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial Multi-Animal Sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator upon the submission of an application. All initial applications will go before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

The following requirements must be met during the onsite visit:

- i. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter and possess a city Companion Animal License Certificate.
- ii. All Companion Animals must be implanted with a Companion Animal Microchip or must possess a city animal license tag.
- iii. All Companion Animals must have access to Adequate Food.
- iv. All Companion Animals must have access to Adequate Water.
- v. All Companion Animals must have access to Adequate Shade.
- vi. All Companion Animals must have access to Adequate Shelter.
- vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
- viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from

creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with Section 3-70 of this Chapter.

- 4) There shall not be more than seven Companion Animals in any combination thereof for multi-animal residential or commercial site permits.

B. Kennel Permits

- 1) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of Companion Animals, said business shall apply for a Kennel Permit.
- 2) Any person who operates or proposes to operate a Kennel shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for Kennel sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
- 4) The following requirements must be met during the onsite visit:
 - i. Kennel Permit applicants that are using their permit for commercial purposes shall be required to also apply for a city business license as per (Sec. 7-32. - Application to do business). All other Kennel Permit applicants must provide proof they are a part of a valid nonprofit animal welfare organization.
 - ii. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter.
 - iii. All Companion Animals must have access to Adequate Food.
 - iv. All Companion Animals must have access to Adequate Water.
 - v. All Companion Animals must have access to Adequate Shade.
 - vi. All Companion Animals must have access to Adequate Shelter.
 - vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
 - viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

- ix. Site must comply with the provisions of Section 3-70 of this Chapter.
- 5) The maximum Companion Animal occupancy for Kennel Permits shall be determined based upon the recommendation of an Animal Control Officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.

C. Denial and Revocation of Multi-Animal Site or Kennel Permits

- 1) An application may be denied if the applicant or Companion Animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- 2) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-110 of this Chapter.
- 3) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-91 of this Chapter.
- 4) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-92 of this Chapter.
- 5) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-70 of this Chapter.
- 6) An application may be denied if two or more unrelated adult witnesses from unrelated residences reports violations of this Chapter or if one adult witness with recorded video shows a violation of this Chapter.
- 7) A Multi-Animal Site Permit or Kennel Permit may be revoked when, in the opinion of the designated zoning official or administrator or Animal Control Officer, any one or more the following conditions exist:
 - i. The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
 - ii. The number of Companion Animals exceeds the number allowed under the permit.
 - iii. Any other violation listed under this chapter or sections.
- 8) In cases where a Multi-Animal Site Permit or Kennel Permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.

- 9) If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.
- 10) Multi-Animal Site Permits and Kennel Permits shall not be issued to any premises which has a Guard Dog Site Permit.

D. Provisions

- 1) All multi-animal residential or commercial site permits, and Kennel Permits must be renewed annually at a fee established by resolution. Renewal applications must be submitted to the City Clerk's Office for processing. A non-refundable fee, established by resolution shall be charged, and an onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator. Annual renewals up to 3 years are not required to go before the Planning & Zoning Board and can be approved by an Animal Control Officer, designated zoning official, or administrator. However, the Animal Control Officer and designated zoning official or administrator can request that an application renewal go before the Planning & Zoning Board if deemed necessary.
- 2) Multi-Animal Site and Kennel Permit holders shall allow an Animal Control Officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.
- 3) Upon receipt of payment of a Multi-Animal Site or Kennel Permit application fee, the City Clerk's Office shall forward the application to the Planning and Zoning Department and Animal Control Officer. All initial applications for Multi-Animal Site and Kennel Permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- 4) Veterinary hospitals or clinics shall be exempt from the Kennel Permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of Companion Animals.

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

SEC. 3-149. LICENSE FEES.

- A. The annual license fee shall be set by resolution for each neutered or spayed Companion Animal.
- B. The annual license fee shall be set by resolution for each intact Companion Animal.
- C. A fee shall be charged for each Companion Animal that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the Companion Animal, due to the Companion Animal's age or condition.
- D. No fee shall be charged for licensure of a Companion Animal implanted with a microchip that is registered by the appropriate microchip company provided the owner of the

Companion Animal provides the City with the microchip number and fulfills all requirements set by Section 3-69(D).

SECS. 3-150 – 3-156. RESERVED.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS. CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. All Ordinances or 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 Ordinance or Resolution or part thereof, heretofore repealed.

Section 2. This Ordinance shall take effect on the 17th day of December, 2025.

PASSED, APPROVED AND ADOPTED this 17th day of December, 2025.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY: _____
Rolf Hechler – Mayor

ATTEST: _____
Angela A. Torres – City Clerk

ORDINANCE NO. 771

EXHIBIT B

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING CHAPTER 3 PERTAINING TO ANIMALS.

Chapter 3. ANIMALS shall be amended in its entirety to read as follows:

Chapter 3 - ANIMALS

ARTICLE I. GENERAL PROVISIONS

SEC. 3-1. TITLE AND INTENT.

This Chapter shall be known and may be cited as the Truth or Consequences Animal Control Ordinance. It is the intent of the City Commission that enactment of this chapter will protect animals from neglect and abuse, protect residents from nuisance and injury, promote the health, safety, and welfare of the residents and animals, assist in providing humane population control of animals, reunite animals with their owners, finance the functions of licensing and recovery of said animals, and assist in providing housing for animals in an Animal Shelter.

It is further the intent of the City Commission to promote responsible pet ownership and to encourage education and voluntary compliance with the provisions of this Chapter as well as ensure that enforcement is applied in a fair, effective and humane manner.

SEC. 3-2. DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment of animals means to desert and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission.

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

Adequate food means the access to and provision of uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal.

Adequate living area means adequate space, shade, and shelter suitable to the age, size, species and breed of animal.

Adequate shade means provision of and access to either man made or natural shade suitable for species, age, condition, size and type of each animal.

Adequate shelter means A structurally sound, adequately ventilated, weatherproof structure that is comprised of non-toxic materials and interior floors that minimize injury and discomfort to the Animal. The structure must be clean and of a suitable size as to limit overcrowding by properly accommodating the specific Animal. The structure must protect the Animal from extreme conditions. The Animal must be able to lie down fully with limbs and tail outstretched and rise to its feet, in a natural manner, consistent with the Animal's species. An Adequate Shelter must be within a Secure Fence.

Adequate space to prevent overcrowding or Adequate Space means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down with tail and limbs outstretched.

Adequate water means constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health

Alter or Alteration means to render an animal permanently sterilized and incapable of reproduction.

Animal means any living nonhuman mammal, bird, reptile, or amphibian including bats, Companion Animals, Companion Birds, Domestic Animals, Exotic or Wild Animals, Livestock, pigeons, porcupines, Poultry, prairie dogs, rabbits and skunks. For the purpose of this article, insects and arachnids are not included in the definition of animal.

Animal Shelter or shelter means any pound, lot, premises, and/or building maintained by the City for the care and custody of animals. This shall include any private shelter contracted or permitted by the City for the purpose of maintaining care and custody of animals.

Animal Shelter Staff means a person or group of people employed by the City to work at the Animal Shelter and charged with maintaining care and custody of animals.

Animal Control Officer or A.C.O means any person designated by the Chief of Police or City Manager to enforce animal control laws, orders, ordinances and regulations.

Animal fighting paraphernalia means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. Instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument.
2. Items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Bait animal means any animal used to train and/or condition other animals to fight and are exposed to attack by other animals used in fighting or to make the attacking animal more confident and aggressive.

Basic Grooming means examination, attention and acts reasonably necessary to maintain the eyes, ears, beaks, hooves, feet, coat and skin of an Animal in healthy condition. Basic Grooming also obligates an Owner to provide any and all materials an Animal requires for self-grooming. Basic Grooming does not include acts to maintain appearance only.

Basic Medical Care means reasonable medical care required by the species, including periodic examinations by a veterinarian, prompt Veterinary care when required, age and species appropriate Vaccinations, Basic Grooming and internal and external Parasite Control where appropriate.

Bite means any puncture, tear, scratch or wound of the skin inflicted by the teeth of an animal.

Bona Fide Animal Show means an exhibition approved by the City Manager or City Manager's designee of Companion Animals, Companion Birds or Horses in competition for prizes or awards that does not include sales or fighting.

Breeder means any person involved in the controlled breeding of animals. Breeders are subject to City of Truth or Consequences Kennel Permit requirements.

Business Days or Working Days means any day in which normal business operations are conducted. Typically, Monday through Friday and not including Public Holidays.

Cage means a structure for confining birds or animals, enclosed on at least one side by a grating of wires or bars that lets in air and light.

Calander Days means every day on the calendar including weekends and holidays.

Canine hybrid means any offspring which results from the breeding of a domestic species or breed of canine with any wild species or breed of canine, such as wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a canine hybrid for the purpose of this chapter. An animal shall not be classified to be a canine hybrid based strictly on its appearance.

Care means responsibility for or attention to health, well-being, and safety.

Cat means belonging to the species *Felis Catus*.

Collar means a strap made of leather or other strong material or a harness that is worn around the neck/torso of an animal to which a current rabies vaccination and city animal registration tag can be affixed.

Community Cat means any free-roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats shall be distinguished from other cats by being sterilized and ear tipped;

community cats are exempt from licensing, limits, tags, stray and at-large provisions of this ordinance and maybe exempt from other provisions directed toward owned animals.

Community Cat Caregiver means A person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harbinger, controller or keeper of a community cat or to have care or charge of a community cat. Caregivers must make every effort to minimize the impact on local wildlife, and feed the proper quantity of food for the number of cats. Community cat caregivers may redeem community cats from the shelter without proof of ownership.

Companion Pet or **Companion Animal** means an owned, Domestic Animal that is considered a pet. This does include not a Hybrid dog or Hybrid cat. Guard Dogs are not considered Companion Animals or Companion Pets.

Companion Bird means A bird commonly kept as a pet by humans and confined on the property of the Owner, including parakeets, canaries, lovebirds, finches, parrots, macaws, cockatoos, cockatiels, toucans and lorries, but excluding:

1. All of the family *Anatidae* (waterfowl);
2. All of the family *Tetraonidae* (grouse and ptarmigans);
3. All of the family *Phasianidae* (quail, partridges and pheasants);
4. All of the family *Meleagrididae* (wild turkeys) except for the domestic strains of turkeys;
5. All of the family *Phasianidae* (francolins);
6. All of the family *Gruidae* (cranes);
7. All of the family *Rallidae* (rails, coots and gallinules);
8. All of the family *Charadriidae* (plovers, turnstones and surfbirds);
9. All of the family *Scolopacidae* (shorebirds, snipe, sandpipers and curlews);
10. All of the family *Recurvirostridae* (avocets and stilts);
11. All of the family *Scolopacidae* (phalaropes);
12. All of the family *Columbidae* (wild pigeons and doves) except for the domestic strains of pigeons; and
13. Ducks, geese, chickens and other poultry.

Confined or **confinement** means restriction of an animal at all times by an owner or keeper in an escape proof building or other enclosure away from other animals and the public.

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

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

Dangerous dog means a dog that caused a serious injury to a person, Domestic Animal or Livestock.

Dog means a member of the species *Canis Lupus Familiaris*.

Domestic Animal means any living creature other than a human being that is customarily used for companionship, food or work. For the purpose of this chapter all Companion Animals are Domestic Animals but not all Domestic Animals are Companion Animals.

Domestic Livestock or **Livestock** as defined by the State Livestock Code and shall include, but not be limited to, bison, buffalo, cattle, horses, donkeys, mules, chickens, ducks, poultry, llamas, ostriches, emus, rheas, camelids (camels), farmed Cervidae, swine, sheep or goats.

Ear-tip means the removal of approximately a quarter-inch off the tip of the cat's left ear in a straight line cut, the universal sign of a sterilized, unowned cat. If these requirements are met, the ear-tipped cat is exempt from licensing, limits, tag, and certain stray and at-large provisions of this chapter and may be exempt from other provisions directed toward owned animals.

Electronic leash, electronic collar or **e-collar** means a device that uses a remote to send signals that deliver electric stimulation, vibrations, beeps to control, confine or correct an animal. Is not considered a form of immediate control and shall not be used in place of a leash.

Emergency measures mean any action taken by animal control or its designated agents to preserve the health and life of an animal or human being, including but not limited to entering vehicles or premises, with probable cause and/or exigent circumstance, and impounding an animal to prevent present or imminent suffering to the animal, a human being, or another animal.

Emergency Medical Care means the care required in response to a traumatic injury or rapidly evolving health crisis concerning an Animal.

Enclosed lot means any parcel of land or portion thereof in private ownership around the perimeter of which a wall or fence has been erected of such a height and surety so as to retain the species of animal within the bounds for which the fence was erected.

Enclosure means an area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within and prevent the entry of any other animal(s).

Establishment means a place of business together with its grounds and equipment.

Estray or **stray** means any Companion Animal, Companion Pet, Exotic Animal or Livestock found running at large or unattended beyond the boundaries of the premises of the owner.

Exotic Animal or **Wild Animal** means those species of animals that are considered exotic to humans. Exotic Animals include any and all of the following orders and families, whether bred in the wild or in captivity, and any and all hybrids. The animals listed in the parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

1. Class *Mammalia*

- a. Order *Artiodactyla* (hippopotamuses, giraffes, camels, deer, not cattle or swine or sheep or goats)
- b. Order *Carnivora*
 - i. Family *Felidae* (lions, tigers, cougars, leopards, ocelots, servals, not domestic cats)

- ii. Family *Canidae* (wolves, coyotes, foxes, jackals, not domestic dogs)
 - iii. Family *Ursidae* (all bears)
 - iv. Family *Mustelidae* (weasels, skunks, martens, minks, not ferrets)
 - v. Family *Procyonidae* (raccoons, coatis)
 - vi. Family *Hyaenidae* (hyenas)
 - vii. Family *Viverridae* (civets, genets, mongooses)
 - c. Order *Edentatia* (anteaters, armadillos, sloths)
 - d. Order *Marsupialia* (opossums, kangaroos, wallabies, not sugar gliders)
 - e. Order *Perissodactyla* (rhinoceroses, tapirs, not horses or donkeys or mules)
 - f. Order *Primates* (lemurs, monkeys, chimpanzees, gorillas)
 - g. Order *Proboscidae* (elephants)
 - h. Order *Rodentia* (squirrels, beavers, porcupines, not guinea pigs, or rats, or mice, or gerbils, or hamsters)
2. Class *Reptilia*
- a. Order *Squamata*
 - i. Family *Varanidae* (only water monitors and crocodile monitors)
 - ii. Family *Iguanidae* (only green iguanas and rock iguanas)
 - iii. Family *Boidae* (all species whose adult length has the potential to exceed eight feet in length)
 - iv. Family *Colubridae* (only boomslangs and African twig snakes)
 - v. Family *Elapidae* (coral snakes, cobras, mambas) - All species
 - vi. Family *Natricidae* (only keelback snakes)
 - vii. Family *Viperidae* (copperheads, cottonmouths, rattlesnakes) - All species
 - b. Order *Crocodylia* (crocodiles, alligators, caimans, gavials) - All species
 - c. Order *Cetacea* (whales, dolphins, porpoises)
 - d. Order *Pinnipedia* (seals, sea lions, walruses)

Exotic or Wild Animal Permit means the Permit allowing a Person to own a Permissible Exotic or Wild Animal within the Truth or Consequences City Limits.

Feline hybrid means any offspring which results from the breeding of a domestic species or breed of feline with any wild species or breed of feline, such as an African Serval cat. Any animal which at any time has been or is advertised, or otherwise described or represented as a feline hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a feline hybrid for the purpose of this chapter. An animal shall not be classified to be a feline hybrid based strictly on its appearance.

Feral animal means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, Companion Animal, or work animal. Any feral animal that by physical aspect and behavior are deemed to be un-owned and have been trapped for the purpose of improving public health and limiting reproduction.

Finder means any person who discovers and temporarily takes possession of a Companion Animal that has been separated from its Owner.

Foster means to take temporary Custody of any Animal on behalf of or at the request of the Truth or Consequences Animal Shelter or other non-profit to administer veterinary care, groom, train, provide special feeding, care for or otherwise provide for the Animal.

Guard Dog means a dog that is used to protect a Guard Dog Site. Guard dogs are not considered Companion Animals or Companion Pets.

Guard Dog Site means a commercial establishment that utilizes a Guard Dog.

Guard Dog Site Permit or **GDSP** means the permit required for a Guard Dog Site.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetological services for profit.

Handler means a person who is responsible for controlling the actions of a guard dog.

Harness with respect to a dog, means a properly fitting apparatus that is not abrasive and that restrains the dog by the body and shoulders without the involvement of the neck. With respect to a cat means, a properly fitting apparatus that is not abrasive featuring adjustable collar buckles around the neck that are joined to an adjustable girth.

Healthy means that an Animal is free from disease and not suffering from any objectively observable illness.

Heat, estrus or **season** means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hobble or **hobbling** means to tie or strap the legs of an animal together to prevent it from straying.

Household means a human social or family unit comprised of one or more Persons, occupying, residing and domiciled in the same residence.

Humane live trap or **live humane trap** means any device designed to catch and restrict an Animal without causing any harm to the Animal.

Illness means a malady, injury, impairment, or physical/mental condition that requires veterinary care.

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

1. A secure collar or harness and leash no longer than eight (8) feet long for a dog; or
2. A secure leash no longer than eight (8) feet long in conjunction with a properly fitting harness for a cat or ferret; or
3. A secure and appropriate portable animal crate or cage for any animal.

Immediate control does not include:

1. Voice or oral commands/control.

2. Electronic leashes, electronic collars, electronic training collars or other similar devices.

Impound means the act by an Animal Control Officer or Law Enforcement Officer of taking up and confining an animal within a shelter or facility used by the City for the confinement of said animal.

Incarceration, Imprisonment or Incarceration Hold means the restraint or detention of an individual at a jail, prison, corrections facility or other similar facility by Law Enforcement.

Injured means the condition of an Animal being harmed, disabled or impaired in a physical sense which is determined by the reasonable objective observation of wounds, injured limbs, broken bones, or disfiguring lacerations.

Intact Animal means an animal that has not been spayed, neutered or altered.

Invisible Fence, Hidden Fence, Radio Fence or Electric Fence means an electronic pet containment system that uses a wire, typically a buried wire, and a collar to keep pets within a designated boundary by delivering a beep, vibration, electric shock or other warning when an animal gets too close to the boundary. An invisible fence is not considered a secure fence.

Kennel area means a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure and lie down with limbs and tail outstretched.

Commercial Kennel means any premises on which a total of five or more dogs or cats, in any combination thereof, four months of age or older, are kept; and where the business of buying, selling, breeding, training or boarding of dogs and/or cats is conducted.

Law Enforcement Officer means a government employee appointed to enforce the law, such as a police officer or sheriff.

Leash means a physical chain, strap, rope, cord or line of sufficient strength and material for leading, controlling and restraining an animal. Does not include electronic collars, electronic leashes or electronic training collars. A leash shall not be longer than eight (8) feet long.

License or Animal License, Companion Animal License means a City of Truth or Consequences Animal License.

License Certificate, Animal License Certificate or Companion Animal License Certificate means the certificate supplied by the City of Truth or Consequences that contains the number of the City of Truth or Consequences Animal License and attests that a Companion Animal has a valid Companion Animal License.

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

Litter means one or more sibling offspring of a Companion Animal under six (6) months old.

Litter Permit or Companion Animal Litter Permit means the permit required when a Companion Animal becomes pregnant.

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

Medical Hold means a temporary voluntary or involuntary hold on an individual for treatment or evaluation by medical professionals at a hospital or other similar facility due to injury, illness, incapacitation or other medical condition or due to death of owner.

Microchip means a passive transponder which can be implanted in an animal by injection and which is a component of a radio frequency identification (RFID) system. Such system must be compatible with a scanner used by an Animal Control Officer or Animal Shelter Staff.

Neglect means the failure of an Owner to provide care for an Animal in the Owner's Custody which failure causes an Animal to suffer physical or emotional harm.

Neuter means to render a male animal permanently sterile and incapable of reproduction.

Owner means a person who is at least eighteen (18) years of age who possesses an Animal and claims a legally valid right of possession or title of an Animal superior to the rest of the world. Under this Chapter, any person acting as an agent of the Owner and any Person over the age of eighteen (18) in a Household and left in charge of an Animal may be deemed the Owner. This does not include any person acting on behalf of the City Animal Shelter to temporarily house or Foster animals.

Permissible Exotic or Wild Animal means an Exotic or Wild Animal that does not violate federal or New Mexico State law.

Permit means a document evidencing approval by the City Manager, the City Commission, the Mayor, or a designee of the City Manager or Mayor to conduct a certain activity or possess a certain animal.

Permit Holder means a qualified person to whom a valid permit has been provided.

Permitted Premises means the establishment, residence, real property or other site for which a permit has been issued.

Person means an individual, firm, partnership, corporation, company, society, association, legal entity, and every agent or employee thereof.

Person in Charge means the individual present or individual in apparent supervision or control of a premise.

Pet means any domesticated animal kept as a Companion Animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet even if kept as a Companion Animal and not used for farming or human consumption.

Pet shop or dealer means any commercial establishment or person, including wholesalers engaged in the business of buying and selling or holding pet animals for sale. This term shall not include Livestock auctions.

Police Officer means a sworn member of the Truth or Consequences Police Department, the Sierra County Sheriff's Office or the New Mexico State Police.

Possession means the custody of an animal.

Potable water means water that can be consumed without concern for adverse health effects and is safe for drinking.

Potentially dangerous dog means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

Premises means a parcel of land owned, leased, rented, or controlled by any person, legal or natural. Such parcel of land may include a structure, and includes such items as kennels, houses, mobile homes, apartments, condominiums, and townhouses which are located on a parcel of land.

Proper enclosure means secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, tethering, restraining or other affixing the animal to a stationary object.

Proof of Ownership means any documentation or evidence which proved to the satisfaction of the City Manager's designee that a Person is the Owner of an Animal, including a Microchip identification, Veterinarian invoice, official registration, or photographs of the Animal.

Provoked means the response of an Animal that a reasonable Person believes the Animal has taken to defend itself, its offspring, its Owner or family member, or another Person within its immediate vicinity from assault, actual or perceived, or to defend real property belonging to its Owner or family member.

Public way means an alley, avenue, boulevard, bridge, channel, ditch easement, express freeway, highway, land, parkway, right-of-way, road, sidewalk, street subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Qualified service animal means:

1. Any qualified service dog or qualified service miniature horse that has been or is being trained to provide assistance to an individual with a disability;
2. An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended;
3. A qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal as defined in NMSA 1978, Section 28-11-2(B) (2013).

Quarantine means the segregation, detention and isolation of an animal for any time as required by state law in order to observe the animal suspected of contagion and control the spread of said contagion.

Reclaim, Redeem or Redemption means an Owner's or other person designated by the owner's recovery of an Animal that has been Impounded at the Truth or Consequences Animal Shelter.

Responsible party for the animal or Responsible Party means the owner of a Domestic Animal or Livestock, or an adult person placed in charge of the Domestic Animal or Livestock in the absence of incapacitation of the owner.

Run at large or running at large means to be free of control beyond an enclosed lot or the premises or vehicle of the owner or responsible party.

Safekeep or safekeeping means the temporary housing and care of an animal by the animal shelter in an event where the owner or responsible party is incapacitated or otherwise unable to provide care for the animal.

Secure Enclosure means a cage, crate or box, that may be portable, of sufficient strength to contain a Domestic Animal within and is not able to be invaded.

Secure Facility means a house or building in which an Animal is being restricted that will prevent the Animal, including a Guard Dog, from being able to escape.

Secure Fence means a visible protective or confining barrier of sufficient strength and height that prevents any Domestic Animal or Livestock, including Guard Dogs, from escaping the property on which the Animal is being restricted. The Secure Fence shall also reasonably protect the Animal within the fence from other Domestic Animals, Livestock or people coming into contact with the restrained Domestic Animal or Livestock. This includes a dog run type structure.

Serious injury means A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

Seize means to take custody of an Animal with or without notice to the Owner or the consent of the owner. Exigent Circumstances must exist if an animal is taken into Custody without notice to the Owner or the consent of the Owner.

Songbird or songbirds means a bird that utters a succession of musical tones and shall include but are not limited to:

1. All of the family *Estrildidae* (old world finches).
2. All of the family *Fringillidae* (new world finches).
3. All of the family *Icteridae* (Blackbirds).
4. All of the family *Sittidae* (Nuthatches).
5. All of the family *Troglodytidae* (Wrens).
6. All of the family *Muscicapidae* (old world flycatchers).
7. All of the family *Sturnidae* (Starlings).
8. All of the family *Paridae* (Titmice and nuthatches.)
9. All of the family *Phylloscopidae* (Leaf warblers.)

10. All of the family *Corvidae* (Crows and jays.)
11. All of the family *Paradisaeidae* (Birds of Paradise.)
12. All of the family *Pipridae* (Manakins.)
13. All of the family *Tyrannidae* (Tyrant flycatchers.)

Spay means to render a female animal permanently sterile and incapable of reproduction.

Surrender or **Owner Surrender** means the relinquishment of Ownership of a Domestic Animal to the Truth or Consequences Animal Shelter by the Owner of the Animal.

Tether means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.

Tormenting of animals means the act of bothering, annoying, distracting or agitating an animal.

Trap-Neuter-Return or **TNR** means a humane method to manage feral and stray cat populations by trapping them, spaying or neutering them, and returning them to their original outdoor homes. The process typically includes vaccinating the cats and often ear-tipping them to signify they have been sterilized.

Trolley or **Trolley System** means a cable strung between two fixed and stable points, to which a dog on a short lead is attached, allowing for freedom of movement.

Un-weaned means of an infant or other young mammal not accustomed to food other than its mother's milk.

Vaccination or **Vaccinate** means the inoculation of an animal with a vaccine administered by a veterinarian for the purpose of immunizing the animal against rabies as required by the State of New Mexico Rabies Control Act of 1959. The amount given should be sufficient to provide immunity from rabies for a minimum of one year. This also includes the inoculation of an Animal against distemper, parvo, para influenza, corona virus or Bordetella and other vaccinations deemed necessary from time to time by the City Manager or City Manager's designee.

Vermin means wild rodents and various insects including flies, mosquitoes, ants and wasps.

Veterinary hospital or **veterinary clinic** means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

Vicious animal means any animal which kills or severely injures (so as to result in muscle tears or disfiguring lacerations, require multiple sutures, or corrective or cosmetic surgery, permanent disfigurement) a person or domesticated animal, but it does not include an animal which bites, attacks or injures a person or animal which is unlawfully upon its owner's premise, or which is provoked. Vicious animal includes an animal that inflicts a bite after it has been deemed a Dangerous Animal, regardless of severity of such bite.

Cross reference(s) - Rules of Construction, Definitions, Generally, § 1-2.

SEC. 3-3. PERJURY.

It is unlawful for any person to make any false affidavit, or knowingly swear or affirm falsely to any document, matter or thing required to be sworn or affirmed by the terms of this Chapter.

SEC. 3-4. NO PRIVATE CAUSE OF ACTION.

Nothing in this article is intended to create a private cause of action.

ARTICLE II. ADMINISTRATION OF CHAPTER

SEC. 3-5. ANIMAL CONTROL OFFICERS.

The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Chief of Police and may be delegated by the Chief of Police to the appointed Animal Control Officers, Code Enforcement Officer or Police Officers as he may deem expedient.

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

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-6. AUTHORITY OF ANIMAL CONTROL OFFICERS.

- A. Animal Control Officers and/or Truth or Consequences Police Officers shall have the authority to issue citations for violations of this Chapter within the corporate limits of the city or in other areas of jurisdiction as specified in agreements with other entities.
- B. Truth or Consequences Police Officers and those designated or assigned to the enforcement of ordinances regulating or controlling animals and fowl by the Chief of Police, shall have the authority to investigate upon probable cause any alleged violation of this Chapter.
- C. Animal Control Officers and Truth or Consequences Police Officers shall have the authority to take up and impound any animal or fowl authorized to be impounded by this Chapter or by other ordinances within the specified agreements with other entities.
- D. Animal Control Officers shall wear a uniform and a badge identifying such officer as an Animal Control Officer.

State law reference(s) - Municipal Authority to designate Animal Control Officer, NMSA, § 77-1-15.1B, New Mexico Administrative Code 7.4.2.17.

SEC. 3-7. ESTABLISHMENT OF ANIMAL SHELTER.

There is hereby established an Animal Shelter which shall be located at a location designed by the Commission.

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

SEC. 3-8. ANIMAL SHELTER, HOURS OF BUSINESS.

The Animal Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.

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

SEC. 3-9. SAFEKEEPING OF ANIMALS BY THE ANIMAL SHELTER.

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

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

SEC. 3-10. SEIZURE OF ANIMALS NOTICE.

- A. An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include Livestock is endangered due to cruel treatment may apply to a court of proper jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within ten business days unless good cause is

demonstrated by the city for a later time and such extension is approved by a judge with proper jurisdiction to enforce this Chapter.

- C. Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- D. If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
- E. At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by a judge with proper jurisdiction to enforce this Chapter.
- F. If the animal is a type of Livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.

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

State law reference(s) – Seizure of Animals; Notice, NMSA, § 30-18-1.1.

SEC. 3-11. DISPOSITION OF SEIZED ANIMALS.

- A. If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court may order the return of the animal to its owner.
- B. If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court may order the animal be relinquished to the Animal Shelter or other facility.
- C. An animal control agency operated by the municipality, or an Animal Shelter or other animal welfare organization designated by an animal control agency or an Animal Shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.
- D. The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, Animal Shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.
- E. If the owner of the animal does not post security within 13 days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, Animal Shelter or animal welfare organization for adoption, transfer out or humane destruction.

- F. Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.
- G. As used in this section, "Livestock" means any of the large or small Livestock, including, but not limited to horses, cattle, mules, donkeys, burros, swine, goats, sheep, and fowl, including, but not limited to, chickens, guinea hens, ducks, turkeys, geese, quail, or pigeons or any other Domestic Animals typically used in the production of food, fiber, or other products or activities defined by the city manager as agricultural.

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

State law reference(s) – Disposition of Seized Animals, NMSA, § 30-18-1.2.

SEC. 3-12. COSTS OF SEIZED ANIMALS.

- A. Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- B. In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted.

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

State law reference(s) – Costs, NMSA, § 30-18-1.3.

SEC. 3-13. STERILIZATION AGREEMENT/DEPOSIT FOR SPAYING AND NEUTERING DOGS AND CATS.

- A. It is the intent of the City for all dogs and cats over the age of 4 months to be spayed/neutered. Therefore, no cat or dog shall be released from the Animal Shelter to an adopting person unless it has been spayed/neutered or unless a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.
- B. The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by six months of age for kittens and puppies.
- C. An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.

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

State law reference(s) – Sterilization Agreement and Sterilization Deposit Required, NMSA, § 77-1-20.

SEC. 3-14. QUALIFIED SERVICE ANIMALS.

- A. A person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and
- B. This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.

Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013. § 28-11-3. Admittance of qualified assistance animals, State of New Mexico

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

SECS. 3-15 – 3-28. RESERVED.

ARTICLE III. PENALTIES

SEC. 3-29. GENERAL PENALTY.

Whenever in this Chapter an act is prohibited or is made or declared to be unlawful or an offense or whenever in such section of the Chapter the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the penalty for violation of any section of this Chapter shall be as follows:

1. Any person who violates any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and may be punished by a minimum of fine \$25.00 and not exceeding \$200.00 and/or imprisonment for a period not exceeding ninety (90) days in the discretion of the court upon conviction of violating the Ordinance. A person may, in addition to any other penalty, be required to attend an animal training or care school/classes in the discretion of the Court.

2. Each day any such violation or failure to perform such act as provided in this Chapter exists, it is an offense and shall continue shall constitute a separate offense, unless otherwise specifically provided.
3. Each animal cited under this chapter shall constitute a separate offense, unless otherwise specifically provided.

SEC. 3-30. RESTITUTION.

Notwithstanding any of the foregoing, in the event any Domestic Animal or Livestock damages property, whether public or private, or causes injury to any person, Domestic Animal or Livestock, and such damage or injury is found to have been an element of the violation of any provision of this Chapter, a court of proper jurisdiction may, at its discretion, require the defendant to make restitution within a reasonable time, to the victim of said damage or injury.

SECS. 3-31 – 3-48. RESERVED.

ARTICLE IV. CONTROL AND IMPOUNDING PROCEDURES

SEC. 3-49. IMPOUNDING ESTRAYS; PROCEDURES; FEES

- A. No person shall, without the knowledge or consent of the owner, hold or retain possession of any Domestic Animal or Livestock of which he is not the owner or custodian for more than 24 hours without first reporting the possession of such Domestic Animal or Livestock to an Animal Control Officer, giving his/her name and address, a true and complete statement of the circumstances under which the animal was taken, and the location where such animal is confined.
 - 1) A finder of a Domestic Animal or Livestock who chooses to hold the Domestic Animal or Livestock shall immediately contact an Animal Control Officer, Animal Shelter or the Owner of the Domestic Animal or Livestock.
 - 2) A finder shall have the Domestic Animal scanned for a microchip.
 - 3) A finder may elect to transport a Domestic Animal to its owner's premises or to the Truth or Consequences Animal Shelter.
- B. It is unlawful for any finder taking up a Domestic Animal or Livestock to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such Domestic Animal or Livestock to the Animal Control Officer, legal owner or custodian upon demand thereof.
- C. If an estray Domestic Animal is wearing a license, has other identification, or is implanted with a microchip that is registered with the City and/or appropriate microchip company it shall be confined at the shelter for a period of 72-hours and an attempt to locate and notify the owner shall be made.
- D. If an estray Domestic Animal is not wearing a license or other identification and not implanted with a registered microchip, the Domestic Animal shall be confined for a 72-hour period at the Animal Shelter.

- E. If a person claims and provides proof of ownership of an estray Domestic Animal or Livestock confined at the Animal Shelter, it shall be returned to the owner or designee of the owner after all applicable fees have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services. A citation may be issued to the owner of an estray animal.
- F. Title for a Domestic Animal will transfer to the Animal Shelter after the impoundment period. The Animal Shelter may transfer, return, adopt or dispose of unclaimed estray Domestic Animals or Livestock impounded under this section according to their policies and procedures the day after the required impoundment period.
- G. No dog or cat that has been impounded by the Animal Shelter will be sold for the purpose of breeding or resale or research.
- H. A Domestic Animal or Livestock which continues to be an alleged nuisance or that is deemed a threat to public safety due to aggression may be impounded by the Animal Control Officer with a warrant issued by a court of proper jurisdiction until such time as a judgment is made by a court of proper jurisdiction.
- I. Prior to adoption, return, transfer or redemption, each Companion Animal will be microchipped for positive identification and listed in the national database. Costs of such services will be added to the adoption/redemption fee collected.
- J. It shall be the responsibility of the owner to reimburse the City for animal boarding, vaccination, microchipping, emergency veterinary costs, or other expenses incurred by the City under the provisions of an animal that has been legally impounded under this Chapter. Fees established by resolution are as follows:
 - 1) Impound Fee as set by resolution
 - i. The impound fee will increase by an amount set by resolution every time the animal is impounded within one (1) calendar year.
 - 2) Impound Boarding Fee as set by resolution.
 - 3) A Non-Sterilization Deposit fee set by resolution will be added to the impound fee and impound boarding fee for all intact Domestic Animals. This fee will be refunded to owner's who provide proof of sterilization to the Animal Shelter within thirty (30) days.
 - 4) A microchip fee set by resolution will be added to any animal that requires a microchip.
- K. All impound fees, boarding fees, emergency veterinary care costs, maintenance costs, vaccination costs, microchipping costs or other costs incurred by the City during impoundment under the provisions of a Domestic Animal or Livestock that has been legally impounded under this Chapter shall be paid in full prior to the release of an Animal from the Animal Shelter.
- L. Fines for violations of this article shall be in accordance with the provisions of section 3-29.

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

SEC. 3-50. IMPOUNDMENT.

An Animal Control Officer may take up and impound in the Animal Shelter any estray or any Domestic Animal or Livestock kept or maintained contrary to this chapter, including any Domestic Animal or Livestock that is allegedly creating a public nuisance or that is deemed a threat to public safety due to aggression.

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

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SEC. 3-51. DESTRUCTION OF ANIMALS.

- A. If an animal which is impounded under the provisions this Article is suffering because of sickness, injury or age as certified by a licensed veterinarian, then it may be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by a qualified member of Animal Shelter Staff or Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.
- B. Any animal which cannot be brought to an Animal Shelter because it is vicious or infected with rabies or in any painfully crippled condition, may be destroyed by shooting by a Law Enforcement Officer at the direction of the Animal Control Officer or licensed veterinarian.
- C. Any animal deemed vicious by the court having jurisdiction over the enforcement of this Chapter shall be painlessly destroyed under the supervision of a licensed veterinarian by an intravenous or intracardial injection of a dose of barbiturates (sodium pentobarbital), or any other method deemed humane and painless by the Animal Control Officer under the direction of a licensed veterinarian or by a licensed veterinarian.

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(3).

SECS. 3-53 – 3-67. RESERVED.

ARTICLE V. OWNER'S DUTIES

SEC. 3-68. VACCINATIONS.

- A. It is the duty of all persons owning a domestic cat or a domestic dog over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for at least one (1) year and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.

- B. The veterinarian administering anti rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date of the period of immunity.
- C. It is unlawful for the owner or keeper of any domestic dog or domestic cat, to fail to exhibit its certificate of vaccination upon demand to any police officer or Animal Control Officer.
- D. It is the duty of all persons who adopts a dog to have such dog vaccinated against rabies, canine distemper complex, and parvo virus within five (5) days of the date of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies, feline distemper complex, parvo virus and Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia (FVRCP) within five (5) days of adoption.
- E. Each animal cited as a violation under this section is considered a separate offense.

State law reference(s) – New Mexico Administrative Code 7.4.2.8

SEC. 3-69. LICENSE REQUIRED.

- A. All residents of Truth or Consequences who owns, possesses or harbors any Domestic Animal three months of age or older shall:
 - 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- B. Any person who does not reside within the corporate limits of Truth or Consequences who keeps a Domestic Animal in the City for more than fifteen (15) consecutive days or an aggregate of thirty (30) days in any year shall:
 - 1) Obtain a license tag for each Domestic Animal, or;
 - 2) Shall have a microchip implanted and registered with the appropriate microchipping company as well as registered with the City for each Domestic Animal they own that is over the age of three months. Such microchip, provided it is registered with the City, may act in place of a license tag.
- C. Collar or Harness Requirements for license tags.
 - 1) Any Domestic Animal outside of the owner's premises shall wear a collar or harness with a current license tag attached to the collar or harness.
 - 2) A collar or harness with the required license tag attached may be removed from the Domestic Animal temporarily for medical care, training, grooming or when the Domestic Animal is in a Bona Fide Animal Show, provided the owner or custodian of the Domestic Animal has in their personal possession the valid license tag for each Domestic Animal and shall immediately display upon such request of an Animal Control Officer or Police Officer.

- D. Application for a Domestic Animal License shall be made as directed and shall state the name and address of the owner, the name, breed, color, age and sex of such animal, microchip number if applicable and any other information deemed necessary. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in Section 3-149 of this Chapter, a license certificate for each animal shall be issued. If a license tag is lost, replacement tags with a cost set by resolution shall be purchased. The license shall expire on the same date as the rabies certificate or one year from the date of issue whichever is greater.
- E. Within five business days upon change of ownership of any Domestic Animal, the new owner shall apply for a new Animal License with their personal identifying information.
- F. All residents of Truth or Consequences or non-residents who have a Domestic Animal implanted with a microchip and registered with the City and appropriate microchipping company, shall ensure owners physical address, owner personal identifying information and owners contact information is current and valid with the City and appropriate microchipping company to ensure proper identification of the Domestic Animal and owner.

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

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

SEC. 3-70. RESTRAINT OF ANIMALS.

- A. A person owning or having charge, custody, or care over a Domestic Animal or Livestock shall keep the animal under humane physical restraint at all times.
- B. A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure, secure fence, secure facility or by immediate control.
 - 1) All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.
 - 2) A person owning or having care, custody, or control over a Domestic Animal or Livestock on his or her premises may use a tether as a means of restraint only if:
 - i. The tethered animal has access to adequate food, water, shade and shelter.
 - ii. A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.
 - iii. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.

- iv. A tether used to restrain an animal shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled, strangled or denied access to adequate necessities.
 - 3) Voice commands are not an acceptable form of restraint.
 - 4) Electronic Leashes are not an acceptable form of restraint.
 - 5) Invisible fences are not an acceptable form of restraint.
 - 6) Crates are prohibited as a means of restraint while an animal is outdoors and on the premises of an owner or custodian.
- C. A person owning or having care, custody, or control over a Domestic Animal or Livestock off of his or her premises shall keep the animal under immediate control.
- 1) While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed eight (8) feet in length while the animal is in and around the inhabitants of the city.
 - 2) A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner or in any manner that will allow their escape from the vehicle when it is parked or in motion. Animals carried in the open flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from falling out of the vehicle. At no time is an animal allowed to sit or stand in the driver's lap while the vehicle is being operated on any public roadway.
 - i. If an animal is restrained in a crate or other enclosure while in a vehicle, the crate or enclosure shall be securely fastened so that the crate or enclosure cannot slide, turn over or fall out.
 - 3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.
 - 4) Voice commands are not an acceptable form of restraint.
 - 5) Electronic Leashes are not an acceptable form of restraint.
- D. A person owning or having care, custody, or control over a Domestic Animal or Livestock shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.
- 1) If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the Animal Control Officer at the request of the resident or owner.
 - 2) If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute may be regarded by the Animal Control Officer as a private matter.

E. An owner, manager, agent, or governing board of any multiple dwelling units, including mobile home parks and gated communities, may permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling units, except upon such areas and within such enclosures specifically designated for such activity, provided the animal is restrained within the bounds of the park or community by a secure fence.

F. Exceptions:

- 1) A working dog that is under the control and supervision of the owner or handler performing such acts as herding on private property, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.
- 2) Community Cats that have been vaccinated and have an ear-tip and Community Cat Caregivers working or acting under a Trap-Neuter-Return initiative.

G. Each animal cited as a violation under this section is considered a separate offense.

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

State law reference(s) - Municipal authority to impound and dispose of animals running at large, NMSA, § 3-18-3A(2).

SEC. 3-71. CONFINEMENT OF RABID ANIMALS.

An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law.

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

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-72. BITING DOGS OR OTHER BITING ANIMALS.

- A. The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.
- B. A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.

- C. An animal that bites a person shall be confined securely at a place designated by the Animal Control Officer and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.
- D. A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.

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

State law reference(s) - Notice to Health Officer of Animal Bites, NMSA, § 77-1-6.

SEC. 3-73. FEMALE DOGS OR CATS IN ESTRUS TO BE CONFINED.

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed Companion Animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the Companion Animal does not create a nuisance by attracting other animals. When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or Animal Shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Chapter.

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

SECS. 3-74 – 3-88. RESERVED.

ARTICLE VI. PROHIBITED ACTS

SEC. 3-89. ANIMALS RUNNING AT LARGE.

- A. It is unlawful for any person owning or having the care, custody or control of any Domestic Animal or Exotic Animal to allow or permit that animal to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and may be taken up and impounded as provided in section 3-49.
- B. Each violation committed under this section shall be considered a separate offense.

State law reference(s) - Animals, NMSA, § 3-18-3.

SEC. 3-90. LIVESTOCK RUNNING AT LARGE.

- A. For the purposes of this Section, *containment* or *containment systems* means the structure or structures that are of sufficient strength and height to contain or confine livestock.
- B. For the purposes of this Section, *habitual* or *habitually* means three (3) or more occurrences of the same or similar conduct or violation.

C. For the purposes of this Section, ***negligence*** or ***negligently*** means failure to exercise reasonable care to prevent livestock from running at large. Negligence includes, but is not limited to:

- 1) Allowing fences or containment systems to become broken, unsafe or inadequate,
- 2) Failing to repair a known problem or defect in fencing or containment systems,
- 3) Leaving gates open or improperly secured,
- 4) Habitually failing to check known weak points in containment or fencing, or
- 5) Allowing or permitting repeated escapes due to inattention or lack of supervision.

Negligence does not include unintentional or unavoidable escapes that occur despite reasonable care.

D. For the purposes of this Section, ***prompt*** or ***promptly*** means within a reasonable time under the circumstances, without unnecessary delay, and as soon as the owner or responsible party becomes aware, or reasonably should have become aware, of the escape.

E. For the purposes of this Section, ***reasonable care*** means the level of attention, maintenance, and supervision that a reasonably prudent livestock owner or responsible party would exercise under similar circumstances to prevent livestock from escaping.

Reasonable care includes, but is not limited to:

- 1) Maintaining adequate, secure and functional fencing or containment,
- 2) Making prompt repairs to know defects or damage,
- 3) Using gates, latches, or enclosures appropriate for the type of livestock,
- 4) Taking reasonable steps to monitor livestock when conditions make escape more likely, including, but not limited to weather or known fence or containment damage, and
- 5) Promptly responding to recover livestock if an escape occurs.

F. For the purposes of this Section, ***reckless***, ***recklessly*** or ***recklessness*** means acting with conscious disregard for a substantial or unjustifiable risk that livestock may escape or run at large. Recklessness includes, but is not limited to:

- 1) Leaving gates open when livestock are present,
- 2) Turning livestock out into an area with no containment or fencing,
- 3) Failing to secure livestock after repeated warnings or prior escapes,
- 4) Ignoring a downed fence or known breach of containment.

G. For the purposes of this Section, ***unintentional*** or ***unintentionally*** means without purpose, intent or design and is not the result of a deliberate act or conscious decision by the owner or responsible party. Unintentional or unintentionally does not include circumstances resulting from negligence, recklessness, or knowingly ignoring a risk.

H. It is unlawful for the owner or responsible party of livestock to habitually, knowingly, recklessly or negligently allow or permit livestock to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof within the City limits.

- 1) Repeated escapes, failure to repair known damage or defects in fencing or containment, or habitual lax supervision shall be prima facie evidence of a violation of this Section.

I. An owner or responsible party shall not be in violation of this section when livestock escape unintentionally and despite the exercise of reasonable care to contain them,

provided the owner promptly acts to recover and secure the livestock upon learning of the escape.

- 1) Adequate fencing or containment, prompt repair of damage, absence of repeated escapes, and timely efforts to recover and secure livestock shall be prima facie evidence of reasonable care.

J. Each violation committed under this section shall be considered a separate offense.

State law reference(s) - Livestock Running at Large; When Unlawful; Impounding; Disposition; Suit for Damages, NMSA, § 77-14-7, Animals, NMSA, § 3-18-3.

SEC. 3-91. ANIMALS DISTURBING THE PEACE.

- A. For the purposes of this Section, *persistent* means noise created by a Domestic Animal, Exotic Animal or Livestock that is continuously heard for a period of ten (10) minutes or more or intermittently heard over a period of one (1) hour or more.
- B. For the purposes of this Section, *intermittent* or *intermittently* means noise created by a Domestic Animal, Exotic Animal or Livestock that starts and stops at irregular intervals.
- C. For the purposes of this Section, *continuous* or *continuously* means noise created by a Domestic Animal, Exotic Animal or Livestock that is constant and does not stop for a period of ten (10) minutes or more.
- D. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to permit that animal to howl, bark or create noise common to its species which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. Persistent, continuous or loud intermittent noise between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. which can be heard more than fifty feet (50') from the source of the noise shall be prima facie evidence of a violation of this section.
- E. It is unlawful for a person owning or having the care, custody or control of a Domestic Animal, Exotic Animal or Livestock to keep or maintain on his premises any animal in such an unclean or unsanitary manner as to disturb others by noxious or offensive odors, or otherwise endanger the health, safety, and welfare of the inhabitants of the City.
- F. A person owning, or having the care, custody or control of any Domestic Animal, Exotic Animal or Livestock may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.

- 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.

G. This Section shall not apply to properly licensed and permitted Animal Shelter's.

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

Cross reference(s) - Offenses Relating to Public Order and Safety, § 8-31 et seq.

SEC. 3-92. PUBLIC NUISANCE.

- A. It is unlawful for a person owning or having the care, custody or control of any animal to permit, either willfully or through failure to exercise due care or control, any such animal to commit any nuisance upon a sidewalk, or in a public park; or upon the floor or wall or any common wall or any common hall in any multiple dwelling, entryway, stairway, or wall immediately abutting on a public sidewalk; or upon the floor or wall of any theater, shop, store, office building, or other building used in common by the public; or upon any private property other than that of the animal owner.
- B. A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.
- C. A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.
- D. A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.
- E. A person owning, or having the care, custody or control of any animal may be charged with a violation of this section when either an Animal Control Officer or Police Officer has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to this Section, or the Animal Control Officer or Police Officer has witnessed the commission of such nuisance.
 - 1) Affidavits attesting to the violation must come from residents within a 500-foot radius of the property where the violation occurred.
 - 2) Complainants must be willing to testify of violations in a court of proper jurisdiction.
- F. A community cat that disturbs the peace by habitually or repeatedly destroying, desecrating, or soiling public or private property may constitute a public nuisance.
 - 1) Animal Control shall investigate an alleged violation of this section upon the receipt of two (2) sworn complaints in a form provided by Animal Control signed by two (2) unrelated City residents living in separate dwellings with 500 feet of the alleged violation. The affidavit shall specify the address or location of the alleged violation, the nature, time and date(s) of the act, the name and address of the owner or custodian, if known, and a description of the cat, if known.
 - 2) If, upon investigation, Animal Control, determines the complainant(s) have taken reasonable abatement measures to resolve or mitigate the nuisance behavior of the cat, Animal Services may request the caregiver, if any, assist in resolving the nuisance or may remove the community cat causing the nuisance.

- 3) A Community Cat Caregiver may be cited for failing to take reasonable abatement measures to resolve or mitigate any nuisance behavior created by a community cat in which they provide care.

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

It is unlawful for any person to remove any Companion Animal License Tag from animal and attach it to another animal. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his/her possession or under his/her control a stolen, counterfeit, or forged Companion Animal License Tag, rabies vaccination certificate, or other form of licensing as required under this Chapter.

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

SEC. 3-94. VICIOUS ANIMALS.

It is unlawful for any person to keep or harbor a known vicious animal in the City. Any attack by a vicious animal or any animal displaying traits of a vicious animal may be repelled by the use of reasonable force. After a judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this Chapter, upon hearing of such complaint, may, in addition to any fine or imprisonment which may be imposed for violation hereof, order the Animal Control Officer to have such animal destroyed as set forth in Section 3-51 of this Chapter.

State law reference(s) - Vicious Animals, NMSA, § 77-1-10.

SEC. 3-95. SALE OF ANIMALS.

A. *Sale in Public.* A person shall not display, sell, or offer for sale, barter, give away, transfer, adopt or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed or such person is acting on behalf of the Truth or Consequences Animal Shelter or other animal welfare non-profit during an adoption event.

- 1) A person may display information, solicit interest, or otherwise offer an animal for rehoming upon a public way or in a public park, provided that:
 - i. No physical transfer, sale, barter, giveaway, adoption or other disposition of the animal occurs upon any public way or in any public park. All actual rehoming transactions must take place on privately owned property or properly licensed private business.
 - ii. The person complies with Subsections B, C, and D of this Section and any other applicable Sections of this Chapter, state or federal regulations.
 - iii. Nothing in this subsection authorizes anyone to display, offer, or rehome any animal on private property without the permission of the owner thereof, nor does it authorize any unlicensed commercial sale.

- iv. This Subsection does not restrict the activities conducted by the Truth or Consequences Animal Shelter or any other animal welfare nonprofit during an authorized adoption event.
 - v. Any person offering animals for rehoming shall not request a rehoming fee, adoption fee or similar fee unless they are properly licensed.
 - vi. Any person offering animals for rehoming must be the legal owner of the animal.
 - vii. Any person offering animals for rehoming must provide accurate information about the animal(s) they intend to rehome and shall not misrepresent the health, age, condition, vaccination status, pedigree or purebred status or sterilization status of the animal(s).
- B. *Sale of un-weaned animals.* A person shall not display, sell, offer for sale, barter, give away, transfer or adopt a domestic animal under eight (8) weeks of age, or a guinea pig, hamster, or rabbit under four (4) weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition for its species and age. Nothing herein shall prohibit the transfer of animals between animal shelters and animal rescue organizations. Nothing herein shall prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.
- C. *Prize.* No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.
- D. *Sale of turtles.* A person shall not offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.

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

State law reference(s) - Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-96. FALSE REPORTING.

- A. It is unlawful for any person to make a false report to a Police Officer or an Animal Control Officer regarding any animal in danger or estray or regarding any supposed violation of this Chapter.
- B. It is unlawful for any person to make a false affidavit, or knowingly swear or affirm falsely to a document, matter or thing required to be sworn or affirmed to by the terms of this Chapter.

SECS. 3-97 - 3-107. RESERVED.

ARTICLE VII. CRUELTY TO ANIMALS PROHIBITED

SEC. 3-108. PHYSICAL ABUSE.

- A. It is unlawful for any person to willfully or maliciously kill, beat, sexually abuse, maim, poison, disfigure, burn, or scald any animal, or to attempt to kill or poison any animal, except that reasonable efforts may be employed only to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.
- B. Exceptions
- 1) Humane Euthanasia performed by a Licensed Veterinarian, a Euthanasia Qualified Employee of the City of Truth or Consequences or a Euthanasia Authorized employee of the City of Truth or Consequences Animal Shelter.
 - 2) Killing a bird if such bird is Poultry owned by that Person and will be used for food;
 - 3) Killing a rabbit if such rabbit is owned by that Person and will be used for food;
 - 4) Killing mice or rats that are not a Domestic Animal or otherwise claimed as a pet by any Person;
 - 5) A Person may use poison to kill mice and rats, but only within a Person's own enclosed structures.
 - 6) Except when applied by a licensed exterminator, no poison may be used outside, even on a Person's own property, or in any way in which a poisoned animal, including mice and rats, can consequently poison other Animals.
 - 7) Generally accepted methods of animal training that do not cause undue physical and emotional suffering, including the training of Livestock, Companion Animals, Guard Dogs, hunting dogs, police dogs and Service Animals shall not constitute cruelty.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-109. WORK CRUELTY.

It is unlawful for any person to drive or work any animal cruelly. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-110. CARE AND MAINTENANCE.

A. It is unlawful for any owner of an animal to fail, refuse, or neglect to provide said animal with proper and adequate necessities and medical care.

1) Food and Water.

- i. Mammals and birds shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal. Additionally, the amount of food administered and feeding times must properly conform to the individual animal's age and condition. Food should be stored in a rodent proof and insect proof container. Open food must be kept in covered, washable containers. Containers where food is stored shall be maintained and kept free of bacteria and contamination from rodents and insects as needed.
- ii. Mammals and birds shall be provided with constant access to a supply of unfrozen potable water in sufficient amount as to maintain good health as required by the species whether the animal is outdoors or indoors.

2) Cleanliness.

- i. The entire premises where an animal is kept shall be kept clean and in good repair in a manner which will protect animals from disease or injury. Feces and urine must be removed at least once daily from Companion Animal living quarters to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external parasites that could harm the animal or cause the spread of disease to other animals or humans.
- ii. All areas where animals are kept shall be maintained in a manner such that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances including, but not limited to, antifreeze that could potentially poison an animal. Food and cleaning supplies cannot be stored together. Provisions shall be made for the timely removal and proper disposal of animal and food waste, soiled bedding, dead animals, and debris. Disposal facilities and methodology shall minimize vermin infestation, odors and disease.
- iii. Areas where animals will be spending time shall be maintained to minimize the animal's exposure to fleas, ticks, flies, mosquitoes, ants, wasps, bees, or other insects that could potentially harm the animal or cause the animal discomfort.

3) Shelter and Shade.

- i. Animals that are not allowed free access to go inside a building must be provided with adequate shelter and shade. A structure that provides adequate shelter may not provide adequate shade: for example, a doghouse that protects the dog from wind and rain may be too hot inside when

exposed to direct sunlight during the warmer months, so shade must also be provided.

- (a) Outside housing for animals shall protect animals from any extreme weather conditions that may be detrimental to the health or comfort of the animals.
- (b) Shelter for an animal must be waterproof, structurally sound, and have no protrusions that could injure animals.
- (c) Feces and urine shall be removed from shelters as necessary to prevent animals from becoming soiled and to prevent odors, but under no circumstances less than twice each day.
- (d) Suitable drainage must be provided in all areas where animals are kept and there can be no standing water.

4) Space.

- i. Animals must be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.

- (a) Minimum space required for cats. Indoor Requirements.

- a. Cats shall have a minimum of four (4) square feet of flat floor space and twenty-two (22) inches of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.

- (b) Minimum space required for cats. Outdoor Requirements.

- a. Cats shall have a minimum of four (4) square feet of flat floor space and six (6) feet of vertical space.
 - b. Where there is more than one cat in an enclosure, additional floor and vertical space and resting perches are require. This does not include a cat with kittens.

- (c) Minimum space required for dogs. Indoor Requirements.

- a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and two (2) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and three (3) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and three (3) feet of vertical space per dog.

- (d) Minimum space required for dogs. Outdoor Requirements.

- a. Dogs weighing less than thirty (30) pounds shall have at least eight (8) square feet of flat floor space and six (6) feet of vertical space per dog.
 - b. Dogs weighing between thirty (30) and sixty-five (65) pounds shall have twelve (12) square feet of flat floor space and six (6) feet of vertical space per dog.
 - c. Dogs weighing more than sixty-five (65) pounds shall have twenty-four (24) square feet of flat floor space and six (6) feet of vertical space per dog.
 - (e) Minimum space required for birds.
 - a. Birds must have enough room to spread their wings to their full width.
 - b. Birds must have at least two perches of different circumferences available to them.
 - (f) Any other animals not specifically listed should be provided with adequate space to prevent overcrowding, allow animals to maintain normal exercise levels required by the species, size and temperament of the animal, and allow animals to walk, sit and lay down using normal motions and with their tail and limbs outstretched.
- 5) Medical and veterinary care.
- i. Animals shall be provided with basic medical care in accordance with this Chapter as described by the definition of Basic Medical Care.
 - ii. Animals shall be provided Emergency Medical Care in accordance with this Chapter as described by the definition of Emergency Medical Care.
 - iii. No animal should ever be allowed to suffer due to a lack of basic medical care, injury or illness.
- 6) Animals shall be groomed in accordance with this Chapter as described by the definition of Basic Grooming as applicable to the species. Basic Grooming is necessary to maintain the eyes, ears, beaks, hooves, feet, hair and skin of an animal in healthy condition. Basic Grooming includes making sure that the toenails or hooves are not so long as to cause the animal to not move normally or to cause pain to the animal. Basic Grooming also includes providing the animal whatever it needs for self-grooming. No animal shall be allowed to have a coat that is matted to the point that it becomes so heavy as to cause skin irritation or trap fecal matter. The animal shall not be kept so dirty as to provide a home for insects. No animal shall be allowed to have foreign objects imbedded in its skin, fur or hair other than the Microchip.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-111. UNCARED FOR ANIMALS.

- A. Whenever an Animal Control Officer finds that any animal is or will be without proper care because of injury, illness, and/or incarceration or as a result of the absence of the owner or person responsible for the care of such animal the Animal Control Officer may apply for a warrant with a court charged with enforcement of this Chapter to enter onto the property or premises where said animal is located and take up such animal for protective care; and in the event of sickness or injury of the animal, upon the instruction of a licensed veterinarian, the Animal Control Officer may take such action as called for to prevent undue pain and suffering, including immediate destruction of the animal.
- B. It is unlawful for any person to desert deliberately and/or to relinquish the supervision or care of any animal regardless of age or condition on one's premises or on property other than one's own without permission within the City of Truth or Consequences.

SEC. 3-112. INJURY TO ANIMAL BY MOTORIST.

- A. Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any Domestic Animal or Livestock, give such aid as is reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify themselves to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the Domestic Animal or Livestock to a veterinary hospital or the Animal Shelter and notifying the Police.
- B. Such animal may be deemed an uncared-for animal within the meaning of Section 3-111 above.
- C. Emergency vehicles in the course of emergency duty are excluded from this provision with the exception of reporting the incident.

SEC. 3-113. ANIMALS IN VEHICLES.

- A. It shall be unlawful for any person to intentionally, knowingly, or recklessly leave or confine any animal in a closed vehicle for any period of time without adequate ventilation in a way that puts it in a life-threatening or extreme health-threatening situation due to prolonged heat or cold.
- B. An animal left in a vehicle without the interior of the vehicle being air conditioned when the interior temperature of the vehicle is over ninety degrees Fahrenheit (90°F) shall be prima facie evidence of a violation of this chapter.
- C. Animals being transported in the bed of a pickup truck must be protected from extreme temperatures and provided with a nonmetal surface to sit or stand on.
 - 1) No animal shall be left in the bed of a pickup truck whether in a crate or not when the weather is such that the animal will be exposed to extreme heat, cold, rain or snow.

- D. If an Animal Control Officer or Police Officer determines that an animal in a vehicle is in immediate danger, the Animal Control Officer or Police Officer may enter the vehicle by whatever means necessary, without being liable to the owner of the vehicle for any damages, and seize the animal. The animal's owner shall be responsible for all expenses related to the removal of the animal, emergency veterinary treatment and impoundment. If the Animal Control Officer or Police Officer cannot determine who confined the animal, the registered owner of the vehicle may be cited.
- E. Animals being transported in vehicles shall be restrained in accordance with Section 3-70.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-114. KEEPING OF DISEASED OR PAINFULLY CRIPPLED ANIMALS.

It is unlawful for any person to have, keep, or harbor any animal which is afflicted with any incurable, or infectious disease or is in any painfully crippling condition, except as hereinafter provided. The Animal Control Officer may impound such diseased or painfully crippled animal in accordance with the provisions of this Chapter. All such animals impounded may be destroyed humanely as soon thereafter as is practicable. In the case of destruction of such animal, the Animal Control Officer shall be required to give any of the aforesaid notices provided in this Ordinance. This Section shall not be construed to include animals receiving veterinary care.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Animals, NMSA, § 3-18-3.

SEC. 3-115. ANIMAL FIGHTS.

It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition or contest in which one or more animals are engaged for the purpose or injuring, killing, maiming, or destroying themselves or any other animal. This includes any animal used as a "bait animal" as defined in the definitions of this Chapter.

State law reference(s) - Cruelty to Animals; Extreme Cruelty to Animals, NMSA, § 30-18-1, Dog Fighting and Cockfighting, NMSA, § 30-18-9, Animals, NMSA, § 3-18-3.

SEC. 3-116. FOWL.

It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than twelve (12) hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.

SEC. 3-117. MOLESTING OR TORMENTING ANIMALS.

It is unlawful for any person to torment, tease, annoy, disturb or molest any animal, by any means including but not limited to, throwing rocks, yelling, or giving chase in any manner, which is on the property of its owner, or under the control of its owner.

3-118. SONGBIRDS.

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

State law reference(s) - Songbirds; Trapping, Killing or Injuring Prohibited, NMSA, § 17-2-13.

SEC. 3-119. DRAGGING AND HOBBLING ANIMALS.

A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by a secure tether or enclosure, shall be considered unrestrained. This shall not apply to Livestock animals being properly used for work purposes using commonly accepted methods.

SEC. 3-120. SCOPE OF SECTION; VIOLATIONS.

- A. It is expressly provided that Section 3-108 through Section 3-119 apply equally to Domestic Livestock, Exotic Animals, and Wild Animals in addition to dogs and cats.
- B. Violations of Section 3-108 through Section 3-119 are punishable by fines and/or imprisonment as set forth in Section 3-29.

SEC. 3-121. REPEAT OFFENSES.

- A. Three or more violations of any one or any combination of offenses in this Article shall constitute an act of cruelty. A repeat offender shall be deemed guilty of a misdemeanor, punishable by a minimum fine of \$100.00 and not exceeding \$500.00 and/or imprisonment for period not exceeding six (6) months upon conviction.
- B. In cases of repeat offenses under this Article (Article VII), an Animal Control Officer shall have the authority to impound any animal subjected to cruelty, neglect or abandonment. The animal may not be returned to its owner before a hearing in a court of proper jurisdiction if, in the opinion on of the Animal Control Officer, the harm to the animal is severe and likely to recur.
- C. In cases of repeat offenses for animals subjected to cruelty, neglect or abandonment, a judge with proper jurisdiction to enforce this Chapter may have such animal relinquished to the Animal Shelter, thereby extinguishing all property rights of the existing owner, provided the Animal Shelter Staff or an Animal Control Officer serves written notice upon the existing owner, informing him of the intent to have said animal adopted by another owner, and giving the existing owner three (3) business days to 1) declare his intent to maintain ownership of the animal and to object to the adoption, and 2) pay all impoundment, boarding, and veterinary costs, up to the date of the owner's declaration of intent to maintain his ownership of his animal. This intent must be stated in writing,

signed by the animal's owner, and delivered to the Animal Shelter keeping the animal. The statement of intent and payment of fees and costs will serve to stop any animal adoption proceedings

SECS. 3-122 – 3-129. RESERVED.

ARTICLE VII. DEAD ANIMALS

SEC. 3-130. DISPOSAL.

- A. The owner/responsible party having care, custody or control of an animal carcass shall be responsible for its removal within 24 hours of death if the animal is not to be used for human consumption.
- B. An animal carcass may be disposed of in one of the following ways:
 - 1) Burial of the animal carcass on the owner's land under the following conditions:
 - i. The bottom of the burial pit must be at least three feet above the water table.
 - ii. If possible, choose a site where the soil is heavier and less permeable.
 - iii. Flat areas are best. Avoid areas sloping toward water or arroyos.
 - iv. Ensure the pit is sized to allow soil to cover mortalities to a depth of at least three feet.
 - 2) Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.
 - i. The cremation of the carcass will be at the expense of the animal owner.
 - 3) The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal's owner if known in the event of the animal's death.
 - i. Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal's owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.
 - ii. Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.
 - 4) The Animal Shelter may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.
 - i. The fee amount shall be established by resolution; or
 - ii. The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.

1. This fee schedule is based on the weight of the carcass.

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

SECS. 3-131 – 3-135. RESERVED.

ARTICLE IX. TAMPERING

SEC. 3-136. BREAKING INTO ENCLOSURE OR FACILITY.

Any person who shall in any manner break into or aid, directly or indirectly, in breaking into the enclosure, pound, center, or trap in which any animal is impounded or kept under authority of an Animal Control Officer or Law Enforcement Officer shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

SEC. 3-137. BREAKING INTO AN ANIMAL CONTROL VEHICLE.

It is unlawful for any person to break open any animal control vehicle wherein animals are impounded by the Animal Control Officer or Law Enforcement Officer, or in any other way to remove or assist in the removal of any animal from such vehicle without lawful permission. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

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

SEC. 3-138. INTERFERING WITH AN ANIMAL CONTROL OFFICER.

It is unlawful for any person to interfere, hinder or molest any Animal Control Officer or Law Enforcement in the performance of their duties. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29.

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

SEC. 3-139. INJURING OR TAMPERING WITH A FENCE, GATE OR SECURING DEVICE.

- A. It is unlawful for any person to intentionally, knowingly or willfully cut, damage, destroy, tamper with, unlock, remove or otherwise interfere with any fence, gate or other enclosure or securing device that they do not own for the purpose of releasing, allowing the escape of, or providing unauthorized access of any animal.
- B. Exceptions. The prohibitions of this Section shall not apply to:
 - 1) Law Enforcement Officers, Animal Control Officers or emergency responders acting within the scope of their official duties.
 - 2) Persons acting in good faith in an emergency, when such action is reasonably necessary to:
 - i. Prevent or reduce the threat of serious bodily injury or death.
 - ii. Rescue a person who is trapped, endangered, or otherwise in need of urgent assistance;
 - iii. Prevent significant harm to an animal when no reasonable alternative exists; or

- iv. Property owners or lawful occupants accessing or repairing their own fences, gates or enclosures.
- C. Each animal allowed to escape as a result of a violation of this Section shall constitute a separate offense.

ARTICLE X. DANGEROUS AND POTENTIALLY DANGEROUS DOGS

SEC. 3-140. POTENTIALLY DANGEROUS DOGS.

A dog may be deemed potentially dangerous if the dog poses a reasonable threat to public safety as demonstrated by the following behaviors:

1. Causing an injury to a person, Domestic Animal or Livestock that is less severe than a serious injury; or
2. Chasing or menacing a person, Domestic Animal or Livestock in an aggressive manner and without provocation; or
3. Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-141. DANGEROUS DOGS.

A dog shall be deemed dangerous if it causes serious injury to a person, Domestic Animal or Livestock.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-142. SEIZURE OF DANGEROUS DOGS.

- A. If an Animal Control Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Control Officer may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If an Animal Control Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- C. After seizure, the Animal Control Officer will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.
- D. After seizure:
 - 1) The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
 - 2) The Animal Control Officer may, within fourteen (14) days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination

of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.

- E. If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Control Officer does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
- F. If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Shelter, the Animal Shelter may humanely destroy the dog.
- G. A determination that a dog is not dangerous or potentially dangerous shall not prevent the Animal Control Officer from making a subsequent application for seizure based on the dog's subsequent behaviors.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-4.

**SEC. 3-143. DANGEROUS AND POTENTIALLY DANGEROUS DOGS -
REGISTRATION REQUIRED.**

- A. Upon application, the City Clerk's Office shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:
 - 1) The owner is able to keep the dog under control at all times; and
 - 2) A Companion Animal License Certificate, if applicable, has been issued pursuant to the requirements of the City; and
 - 3) The dog has a current rabies vaccination; and
 - 4) The owner has a proper enclosure to the dog; and
 - 5) The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and
 - 6) The dog has been spayed or neutered; and
 - 7) The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
 - 8) The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Control Officer.
- B. If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for thirty-six (36) consecutive months, the owner may request the Animal Control Officer in the City to lift the requirements for registration pursuant to this section. If the Animal Control Officer has no reasonable basis to believe that the dog has exhibited the behaviors specified, it may relieve the owner of the requirements of this section.

- C. An Animal Control Officer shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of Section 3-142(A), establishes that:
- 1) The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and
 - 2) The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
 - 3) The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
 - 4) When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and
 - 5) The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
 - 6) A clearly visible warning sign with a conspicuous warning symbol indicates there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from fifty (50) feet, whichever is less.
- D. An Animal Control Officer may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-5.

SEC. 3-144. DANGEROUS AND POTENTIALLY DANGEROUS DOGS – PROHIBITED ACTS.

- A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- 1) Keep the dog without a valid certificate of registration; or
 - 2) Violate the registration and handling requirements for the dog; or
 - 3) Fail to notify an Animal Control Officer immediately upon:
 - i. The escape of the dog; or
 - ii. An attack by the dog upon a human being, Domestic Animal or Livestock;
 - 4) Fail to notify the animal control authority of the dog's death within five business days; or
 - 5) Fail to notify an Animal Control Officer within twenty-four (24) hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or
 - 6) Fail to surrender the dog to an Animal Control Officer for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or

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

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-6.

SEC. 3-145. PENALTIES.

- A. A person who violates any section or provision of this Article X (Sections 3-140 through 3-145) shall be charged in the court charged with jurisdiction to enforce this Chapter and upon conviction may be sentenced a minimum fine of \$250.00 not to exceed \$500.00 or 90 days imprisonment or both fines and imprisonment.
- B. The court may order the owner to relinquish the dog to the Animal Shelter for humane destruction.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-6.

ARTICLE XI. WILD OR EXOTIC ANIMALS

SEC. 3-145. EXOTIC AND WILD ANIMALS.

- A. No person shall keep, own or harbor any species in violation of federal law, New Mexico law or this section.
- B. No person shall keep any exotic or Wild Animal as defined in this Chapter by the definition of Exotic or Wild Animal except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-146. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.

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

State law reference(s) - Sale, Purchase, Trade and Possession of Certain Animals Regulated, NMSA, § 77-18-1.

SEC. 3-146. EXOTIC AND WILD ANIMAL PERMIT.

- A. Any person who keeps, harbors or owns an Exotic Animal or Wild Animal covered by this section at the time of enactment of this Chapter shall obtain an Exotic or Wild Animal Permit from the City. A fee set by resolution shall be charged for the Exotic or Wild Animal Permit through the City.
 - 1) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or City Clerk upon the death of the animal.
 - 2) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or Police Officer upon the escape of the Animal.
- B. An Animal Control Officer shall use seizure procedures which protect the public, the exotic or Wild Animal and other animals to seize any exotic or Wild Animal kept in

contrary to this section or for its owner's failure to obtain an Exotic or Wild Animal Permit. Such animal shall become property of the City. The Exotic or Wild Animal Permit holder or owner of the exotic or Wild Animal is liable for any costs incurred by the City and such costs may be the result of a lien being place against the Exotic or Wild Animal.

- C. For the purpose of this section, any person or Animal Control Officer who is utilizing a humane live trap for exotic or Wild Animals, vermin, or domesticated dogs or cats which may be a menace to the public may not be considered as keeping, owning or harboring such animals. Trapping shall be done in accordance with New Mexico State law.

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

ARTICLE XII. PERMITTED PREMISES, REGULATIONS, LICENSES AND FEES

SEC. 3-147. GUARD DOGS.

Anyone using or keeping a dog for the sole purpose of guarding a property, and neither as a pet nor for hunting uses, must obtain a Guard Dog Site Permit from the City in addition to all other applicable provisions of this Chapter:

1. A Guard Dog shall not be used to guard residential property.
2. Only one Guard Dog is allowed on a property at any given time.
3. The permit application shall include sufficient information to identify the owner of the commercial property, the name and address of the owner of the Guard Dog, and the location intended to be guarded by the Guard Dog.
4. The permit applicant shall submit the application to the City Clerk's Office and submit to a pre-permit inspection of the premises by an Animal Control Officer so that an accurate physical description of the animal may be obtained.
5. The applicant must provide to the City proof of vaccination of the Guard Dog as set in Section 3-68 of this Chapter.
6. The applicant must provide to the City proof of licensing as set in Section 3-69 of this Chapter and microchipping of the Guard Dog as set in Section 3-74 of this Chapter. Proof of licensing and microchipping must be provided annually during renewal of the permit.
7. The permit applicant shall pay the Guard Dog Site Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Site Permit fee. The permit application and annual permit fees shall be set by resolution by the City.
8. The permit applicant must submit to an annual inspection of the property by an Animal Control Officer before a permit may be renewed.
9. Prior to obtaining the permit, the permit applicant shall obtain liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of

interests and costs, of not less than \$100,000.00 for damage or bodily injury to or death of a person caused by the Guard Dog.

10. The enclosure surrounding the property protected by a Guard Dog must be secure at all times so as to prevent the dog from running at large, unless the owner complies with Section 3-70.
11. The enclosure surrounding the property must be of sufficient height and strength to contain the Guard Dog within the premises to prevent unauthorized entry and access of animals and people onto the property.
12. A Guard Dog may only be chained in order to supplement any enclosure. A chain shall not be the only form of restraint for a Guard Dog.
13. If chained, the animal must be located within 10 feet of the entrance of the building or premises to be guarded and chained in such manner as set forth in Section 3-70.
14. The owner of the Guard Dog shall post warning signs prominently on all sides of the premises and on all entryways to the premises, stating that a Guard Dog is on the premises.
 - i. Warning signs should be at least twelve (12) inches long on each side.
 - ii. Warning signs shall state "Guard Dog" and "Guardia" and shall show a picture of an aggressive dog.
 - iii. Signs should not be more than fifty (50) feet apart on all exterior fences or walls surrounding the site and shall be posted at all exterior corners of the site and every entrance to the site.
 - iv. Signs shall be maintained in such a manner to maintain their effectiveness.
15. Vehicles used to transport Guard Dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the Guard Dog is transported in a safe, humane manner and that does not violate Section 3-113, and shall be posted with warning signs on each side of the vehicle.
16. The City may at any time revoke a Guard Dog Site Permit for any and all violations of this Chapter.
17. Nothing in this section shall prohibit an Animal Control Officer from placing a Guard Dog on a quarantine and/or seizing a Guard Dog as set by provisions of this Chapter and/or applicable state laws.
18. An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permits or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

19. A Guard Dog Site Permit holder shall not apply for a litter permit, Multi-Animal Site Permit or Kennel Permit for the Guard Dog Site. No breeding, boarding or sale of Animals is allowed at a Guard Dog Site.

20. Guard Dog Site Permits shall not be issued to any premises within five-hundred (500) feet of any school zone, daycare, public park or dog park.

SEC. 3-146. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMITS.

A. Multi-Animal Site Permits

- 1) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four Companion Animals in any combination thereof, three months of age or older on their residential or business premises without a Multi-Animal Site Permit.
- 2) Any person who operates or proposes to operate a residential or commercial Multi-Animal Site shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial Multi-Animal Sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator upon the submission of an application. All initial applications will go before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

The following requirements must be met during the onsite visit:

- i. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter and possess a city Companion Animal License Certificate.
- ii. All Companion Animals must be implanted with a Companion Animal Microchip or must possess a city animal license tag.
- iii. All Companion Animals must have access to Adequate Food.
- iv. All Companion Animals must have access to Adequate Water.
- v. All Companion Animals must have access to Adequate Shade.
- vi. All Companion Animals must have access to Adequate Shelter.
- vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
- viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from

creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with Section 3-70 of this Chapter.

- 4) There shall not be more than seven Companion Animals in any combination thereof for multi-animal residential or commercial site permits.

B. Kennel Permits

- 1) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of Companion Animals, said business shall apply for a Kennel Permit.
- 2) Any person who operates or proposes to operate a Kennel shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for Kennel sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
- 4) The following requirements must be met during the onsite visit:
 - i. Kennel Permit applicants that are using their permit for commercial purposes shall be required to also apply for a city business license as per (Sec. 7-32. - Application to do business). All other Kennel Permit applicants must provide proof they are a part of a valid nonprofit animal welfare organization.
 - ii. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter.
 - iii. All Companion Animals must have access to Adequate Food.
 - iv. All Companion Animals must have access to Adequate Water.
 - v. All Companion Animals must have access to Adequate Shade.
 - vi. All Companion Animals must have access to Adequate Shelter.
 - vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
 - viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

- ix. Site must comply with the provisions of Section 3-70 of this Chapter.
- 5) The maximum Companion Animal occupancy for Kennel Permits shall be determined based upon the recommendation of an Animal Control Officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.

C. Denial and Revocation of Multi-Animal Site or Kennel Permits

- 1) An application may be denied if the applicant or Companion Animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- 2) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-110 of this Chapter.
- 3) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-91 of this Chapter.
- 4) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-92 of this Chapter.
- 5) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-70 of this Chapter.
- 6) An application may be denied if two or more unrelated adult witnesses from unrelated residences reports violations of this Chapter or if one adult witness with recorded video shows a violation of this Chapter.
- 7) A Multi-Animal Site Permit or Kennel Permit may be revoked when, in the opinion of the designated zoning official or administrator or Animal Control Officer, any one or more the following conditions exist:
 - i. The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
 - ii. The number of Companion Animals exceeds the number allowed under the permit.
 - iii. Any other violation listed under this chapter or sections.
- 8) In cases where a Multi-Animal Site Permit or Kennel Permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and uphold the initial revocation.

- 9) If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.
- 10) Multi-Animal Site Permits and Kennel Permits shall not be issued to any premises which has a Guard Dog Site Permit.

D. Provisions

- 1) All multi-animal residential or commercial site permits, and Kennel Permits must be renewed annually at a fee established by resolution. Renewal applications must be submitted to the City Clerk's Office for processing. A non-refundable fee, established by resolution shall be charged, and an onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator. Annual renewals up to 3 years are not required to go before the Planning & Zoning Board and can be approved by an Animal Control Officer, designated zoning official, or administrator. However, the Animal Control Officer and designated zoning official or administrator can request that an application renewal go before the Planning & Zoning Board if deemed necessary.
- 2) Multi-Animal Site and Kennel Permit holders shall allow an Animal Control Officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.
- 3) Upon receipt of payment of a Multi-Animal Site or Kennel Permit application fee, the City Clerk's Office shall forward the application to the Planning and Zoning Department and Animal Control Officer. All initial applications for Multi-Animal Site and Kennel Permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- 4) Veterinary hospitals or clinics shall be exempt from the Kennel Permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of Companion Animals.

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

SEC. 3-149. LICENSE FEES.

- A. The annual license fee shall be set by resolution for each neutered or spayed Companion Animal.
- B. The annual license fee shall be set by resolution for each intact Companion Animal.
- C. A fee shall be charged for each Companion Animal that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the Companion Animal, due to the Companion Animal's age or condition.
- D. No fee shall be charged for licensure of a Companion Animal implanted with a microchip that is registered by the appropriate microchip company provided the owner of the

Companion Animal provides the City with the microchip number and fulfills all requirements set by Section 3-69(D).

SECS. 3-150 – 3-156. RESERVED.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS. CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. All Ordinances or 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 Ordinance or Resolution or part thereof, heretofore repealed.

Section 2. This Ordinance shall take effect on the 17th day of December, 2025.

PASSED, APPROVED AND ADOPTED this 17th day of December, 2025.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY: _____
Rolf Hechler – Mayor

ATTEST:

Angela A. Torres – City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.1

SUBJECT: Discussion regarding possible revision of Municipal Golf Course Fees
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: January 9, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Member Ron Pacourek

Summary/Background:

The Recreation/Golf Course Advisory Board reviewed the Municipal Golf Course fees at their January 5th meeting. Member Ron Pacourek will give an overview regarding their request for possible revisions to the golf course fee structure.

Recommendation:

-

Attachments:

- Email request from the board

-

Fiscal Impact (Finance): Unknown

\$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 1-16-26

From: [Joseph Ferrell](#)
To: [Torres, Angela](#); torcckerk@torcnm.gov; [Buddy Montoya](#)
Subject: agenda request for 16 January City Commission meeting
Date: Tuesday, January 6, 2026 8:19:50 AM

Good Morning Angela,

As a result of discussion followed by a unanimous vote at its 5 January meeting, the Recreation & Golf Course Advisory Board requests time at the 16 January City Commission meeting to discuss possible revision of the current municipal golf course fee structure. Advisory Board member Ron Pacourek will present the Advisory Board's findings.

Thank you,

Joe Ferrell, Secretary
575- 296- 9770

From: [Joseph Ferrell](#)
To: [Torres, Angela](#); torcckerk@torcnm.gov; [Buddy Montoya](#)
Subject: agenda request for 16 January City Commission meeting
Date: Tuesday, January 6, 2026 8:19:50 AM

Good Morning Angela,

As a result of discussion followed by a unanimous vote at its 5 January meeting, the Recreation & Golf Course Advisory Board requests time at the 16 January City Commission meeting to discuss possible revision of the current municipal golf course fee structure. Advisory Board member Ron Pacourek will present the Advisory Board's findings.

Thank you,

Joe Ferrell, [Secretary](#)

Ron Pacourek TorC

Thanks for letting us addressing this today. When Resolution 31 21/22 was adopted there was 45 members on role, today as far as I know there is only 5 member on role. That was because the fees were increased 40 to 60%, and of course being neglected for many years.

There was a lot of items left out Res 31 21/22, no concern for snowbird in Resolution 31 21/22, eliminating the 1,3, months fees. Many other like, High school golf team FREE. Annual Cart Storage (Private Carts).

The Removal of the \$1.00 Golf Improvement Fund (GIF aka sign in fee for members) was a big revenue lost. Which the golf course never got to utilize because it disappeared with Resolution 31 21/22

With the lower Fees and the course getting back in shape THANKS to Bob work and Gary's support, we might increase play, bring back membership and maybe bring some Elephant Butt players

The board recommending using Resolution 08 2018/2019 as a reference when the golf course was prosperous.

In summary the board feels unanimously that the golf course getting playable again lowering the fees and thanks to Bob and Gary. We feel it would bring more revenue coming in, it would take some of burden off the city's municipal golf course.

RESOLUTION NO. 02 21/22

**A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION FOR
ADOPTING FEES, DEPOSITS, AND REGULATIONS FOR USE OF THE
MUNICIPAL GOLF COURSE CLUB HOUSE**

WHEREAS, the City of Truth or Consequences operates and maintains the Club House at the Municipal Golf Course, and;

WHEREAS, the City of Truth or Consequences finds it necessary to collect fees and deposits in order to assure the continued maintenance of the Club House, and;

WHEREAS, the City of Truth or Consequences finds it necessary to enact certain regulations for the Club House as follows:

The following are the rental fees created for the use of the **Club House**:

1-4 Hours Private Party	\$50.00
4-8 Hours Private Party	\$100.00
Over 8 Hours Private Party	\$150.00

Note: THIS INCLUDES SET UP AND TEAR DOWN TIME. SET UP AND TEAR DOWN WILL BE THE RESPONSIBILITY OF THE RENTER.

ALL above rates are subject to a deposit of **\$250.00** EXCEPT when alcohol is being served, then the deposit will be **\$400.00**. No alcoholic beverages are permitted in the venue unless served by a vendor with a "picnic license".

The security deposit will be deposited in a city account, and will be refunded after the event, if the venue has not been damaged, and has been cleaned to the satisfaction of the city. If the amount of deposit is greater than the cost of cleaning or damage, the difference will be refunded. If the cost of cleaning or damage is greater than the amount of deposit, the renter will be charged accordingly.

NON-PROFIT ORGANIZATION CRITERIA:

- Non-profit organizations will receive a 50% reduction in rental fees by providing their non-profit status paperwork. All deposits must be paid in full.
- The organization must be a registered non-profit organization, and provide their non-profit status.
- The organization must be either located in the city or their work must benefit the city and/or its residents.
- The organization must state the purpose of the event, and how the revenue will benefit the citizens of Truth or Consequences.

RENTAL CRITERIA:

- The rental agreement must be submitted to the City Golf Course at time of scheduling.
- To reserve the event, the amount of security deposit is due at the time the rental agreement is issued.
- If alcohol is served without meeting these requirements, the city has the right to terminate the event and contact the appropriated authorities. Additionally, if these requirements are not met, this may result in fines imposed by the state and will result in the cancellation of the event.
- The client agrees to Hold Harmless the City of Truth or Consequences for any and all damages, including theft and disappearance of any and all equipment (owned or leased) by the Client. The City of Truth or Consequences does not assume any responsibility for damages or loss of any personal property left in the venue, parking or public areas.
- Cancellations must be made within 48 hours of event, or the security deposit will be imposed.
- It should be noted that the Club House is intended for the use of League Members, Tournaments, and Golf Related Functions. For this reason, rental times must be approved by City Staff.

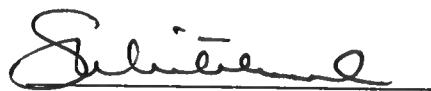
Note: The City Manager may impose other use regulations as he/she may deem necessary, as long as those regulations do not subvert the intent of this policy.

NOW THEREFORE, BE IT RESOLVED by the City of Truth or Consequences Governing Body, that the fees, deposits, and regulations described herein are hereby enacted.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2021.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO.




Sandra Whitehead, Mayor


Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.2

SUBJECT: Purchase Requisitions over \$60,000
DEPARTMENT: Finance
DATE SUBMITTED: January 16, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$60,000).

Recommendation:

Please see the attached purchase item list.

Attachments:

- Listing of Purchase Orders \$60,000 or More
- Purchase Requisitions, Procurement Documentation

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

Yes, see attached:

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: Carlos Miyagishima, Chief Procurement Officer

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-16-2026

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Destiny Mitchell
Commissioner



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

Ingo Hoepfner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

January 7, 2026

To City Mayor, Pro-Tem and Commissioners,

RE: WA AMI SERVICES, SYSTEMS, HARDWARE, TRAINING

The Procurement Department along with Finance Department issued a sole source for the services, systems, and hardware that will add to the existing Landis+Gyr AMI Meter System for the City water department.

I will defer to Jocelyn Holguin the Chief Financial Officer. Thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

\$69,685.13

NMFA Projects Fund: 360-7044

Regards,
Carlos Miyagishima
Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/ Tabled: _____

Notes: _____ Requisition #95717

**PURCHASE REQUEST FROM JANUARY 7, 2026 – FOR APPROVAL: \$60,000- AND OVER CITY COMMISSION APPROVAL-
CITY COMMISSION MEETING DATE: 1/16/2026 ITEM: F.2 CONSENT CALENDAR**

Number	Description	Requested By	Vendor N	Vendor Name	Vendor Filed As	Department	Total Amount	Issue Date ▾	On Hold
95717	WA AMI SERVICES, SYSTEMS, HARDWARE ,TRAINING	Traci Alvarez	8485	LANDIS+GYR TECHNOLOGY INC	LANDIS+GYR TECHNOLOGY IN	Community Dev	69,685.13	12/19/2025	✓

Reviewed by CPO On: _____ **Accepted by Commission:** _____



REQUISITION

Requisition #: 95717

Date: 12/19/2025

Vendor #: 8485

ISSUED TO: LANDIS+GYR TECHNOLOGY INC
30000 MILL CREEK AVENUE, SUITE 100
ALPHARETTA, GA 30022-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 WATER AMI PROJECT DELIVERY SERVICES		0.00 360-7044-45600	64,808.25
2	0 IMPLEMENTATION TRAINING 2 WAY WATER		0.00 360-7044-45600	4,876.88
PO Description: WA AMI SERVICES, SYSTEMS, HARDWARE , TRAINING				
Detailed Description: SERVICES, SYSTEMS, AND HARDWARE TO ADD WATER TO EXISTING LANDIS+GYR AMI SYSTEM - UPDATE EXISTING COMMAND CENTER TO CUSTOMER CIS TO ADD WATER RELATED DATA SOLE SOURCE PROCUREMENT LOAN/GRANT CIF- 6441				

Authorized By: _____

SUBTOTAL:	64,300.00
TOTAL TAX:	5,385.13
SHIPPING:	0.00
TOTAL	69,685.13



STATE OF NEW MEXICO SOLE SOURCE REQUEST AND DETERMINATION FORM

A sole source **determination** is not effective until the **sole source request for determination** has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the State Purchasing Agent or, for Professional Services Agreements, the Secretary of the General Services Department. The foregoing requirement is regardless of whether the **sole source request for determination** has been signed by the Agency and/or the Contractor.

I. Name of Agency: City of Truth or Consequences

Agency Chief Procurement Officer: Jocelyn Holguin

Telephone Number: 575-740-7323

Agency Contact for this request: Jocelyn Holguin

Telephone Number & Email Address – jholguin@torcnm.org

II. Name of prospective Contractor: Landis+Gyr Technology

SHARE Vendor Number (must be active): 8485

Address of prospective Contractor: 3000 Mil Creek Avenue, Suite 100, Alpharetta, GA 30022.

Contact Name, Telephone Number and Email Address: Chris Clark-
Chris.Clark@landisgyr.com>

Amount of prospective contract before tax: \$833,791.40

Estimated tax amount (tax is subject to change):

Term of prospective contract: 6 months to a year.

Note: For terms longer than one year, Request for Policy Exemption from DFA MUST be included.

III. Agency is required to state purpose/need of purchase and thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract (if this is an amendment request to an existing contract, include current contract number issued by SPD):

The objective of this project is for Landis+Gyr to assist Customer by providing the services, systems, and hardware to enable customers to successfully add Water to their existing Landis+Gyr AMI system. Project will start upon receipt of contract signature, all purchase orders, and resource availability. All deliverables associated with services will be completed in no more than 6 months from the project start.

- IV. Provide a detailed explanation of the criteria developed and specified by the agency as necessary to perform and/or fulfill the contract and upon which the state agency reviewed available sources. (Do not use "technical jargon;" use plain English. Do not tailor the criteria simply to exclude other contractors if it is not rationally related to the purpose of the contract.)

Purpose- The City of T or C presently utilizes the Land+Gyr software and has sought out various other vendors to see if they would or could provide the same services without a substantial increase in cost. If the City were to use another company, we would be required to upgrade our existing software systems and they would not communicate with other technology.

This Statement of Work (SOW) defines a business transaction between Truth or Consequences Electric Dept. ("Customer") and Landis+Gyr in which the latter will provide consulting services (Work) related to a specific Landis+Gyr (or "L+G") service offering or a customized service. This document establishes the Scope of the Work to be performed; defines the context of the work; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties.

This SOW is subject to any terms and conditions in each Master Purchase, License, and Services Agreement ('MPLSA') between Customer and Landis+Gyr and is made a part thereof. To the extent that there are any conflicts or inconsistencies between this SOW and the 'MPLSA' (Master Purchase, License, and Services Agreement), the provisions of the 'MPLSA' (Master Purchase, License, and Services Agreement) shall govern and control unless alternate provisions are expressly provided herein. This SOW supersedes any prior Landis+Gyr proposal, written or oral.

- V. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor ***the one source*** capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.")

Landis+Gyr Technologies is a one source contract as their software system is currently applied in the City's billing system, tracking and services.

- VI. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are ***unique and how this uniqueness is substantially related to the intended purpose of the contract.***

A detailed description study of the current needs of the City to be updated and tied into the already in place system. Based on the funding available and the cost to upgrade to over 3,355 it would benefit the City to continue to move forward with Landis + Gyr as the assessment and tools are available and ready to proceed.

VII. Explain why other similar professional services, services, construction or item(s) of tangible personal property **cannot** meet the intended purpose of the contract.

Other sources do not have software technology that is already available and provided to the City. To move over to another company would cost more than our current budget allows and would require the City to start over with a new plan.

VIII. Provide a narrative description of the agency's due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; contacting similar service providers; and reviewing the State Purchasing Divisions' Statewide Price Agreements. Include a list of businesses contacted (**do not state that no other businesses were contacted**), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

They spoke with other companies based on the City's desire to upgrade the units to a more solid devise. One other company sell the product, but they would require a system change and would not effectively tied into the current system.

Certified by:

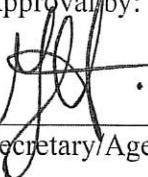
Date: 5/28/25



Agency Chief Procurement Officer

Agency Approval by:

Date: 5/28/25



Cabinet Secretary/Agency or Entity Head or Designee

APPROVED:

Date: _____

State Purchasing Agent

If this sole source is being submitted by a governmental agency or governmental entity not under the final authority of the State Purchasing Agent, the State Purchasing Agent's signature is not required. The signature line may be removed from this form or marked as N/A. Hard Copy Documentation for Courtesy Postings do not need to be submitted to SPD for approval.

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoeppepner
Commissioner*

*Gary Whitehead
City Manager*

SOLE SOURCE PROCUREMENT MEMO

May 28, 2025

To Whom It May Concern,

RE: Sole Source Determination- Landis+Gyr Technology

The City of T or C, Water, and Utilities department has unanimously agreed to continue using the product and services provided by Landis+Gyr. Following reviews and multiple discussions on the services and the needs of the City a Sole Source determination has been issued based on the software and the ability to expand their product for a feasible cost to the City expenses.

A study was conducted, and research was led to see which method would benefit the City the most. In conclusion, we believe that Landis+Gyr is very qualified to continue working in conjunction with the current water system upgrades.

Through the New Mexico Procurement code **13-1-126.1 Sole Source Contracts; notice; protest.** The City intends to post for the required 30 days prior to offering a contract. Should there be any questions or concerns, please contact me directly. Thank you.

Best Regards,

Jocelyn Holguin
Finance Director/CPO
jholguin@torcnm.org
575.740.7323

CC: G. Whitehead, Manager

Landis+Gyr
30000 Mill Creek Avenue
Suite 100
Alpharetta, GA 30022
Phone: 678-258-1500



May 21, 2025

Via Email (srenfro@torcnm.org)

Ms. Sonya Renfro, Utility Manager
City of T. or C.
505 Sims Street
Truth or Consequences, New Mexico 87901

Subject: Landis+Gyr Sole Source Letter in support of Water Automation

Dear Ms. Renfro:

As you know, Landis+Gyr is a leading global provider of integrated energy management solutions for the utility sector. Offering one of the broadest portfolios of products and services to address complex industry challenges, the company delivers comprehensive solutions for the foundation of a smarter grid, including smart metering for electricity, water, and natural gas utilities, distribution network sensing and automation tools, load management, analytics, and electric vehicle charging.

Further, you will recall that Truth or Consequences Electric Department purchased Landis+Gyr's software solutions currently used in conjunction with the city's billing system. Along with infrastructure equipment, software and services already purchased, Landis+Gyr's will integrate with the water portion of the procurement process.

Given that Landis+Gyr and Truth or Consequences already have most of the necessary infrastructure in place, along with the Landis+Gyr software, any attempt to introduce a different vendor or platform would require significant additional investment in time, resources, training, and system redevelopment. Moreover, integration with existing systems would be highly complex and could result in compatibility issues, disruptions to service, and unnecessary duplication of effort and cost.

For these reasons, we request that Landis+Gyr be designated as a sole source provider for this procurement. Our solution is uniquely qualified to integrate with Truth or Consequences' current design and allows for the most efficient use of existing assets.

Should you require additional details or supporting documentation, we would be happy to provide it.

Sincerely,

Chris Clark, Area Sales Manager



May 13, 2025

Sonya Renfro
Truth or Consequences Electric Dept.
505 Sims Street
Truth or Consequences, NM 87901

Dear Sonya Renfro:

Landis+Gyr Technology, Inc. sincerely appreciates the opportunity to provide the following quote to Truth or Consequences Electric Dept. (Customer) for Landis+Gyr's water meter solution.

To ensure that your territory can be served by Landis+Gyr's Mesh solution, an initial design has been completed. The results of our analysis are included in Appendix A.

The following table represents the solution components and pricing for this project.

Solution Components and Pricing

Description	Quantity	Unit Price	Extended Price
Water Communication Modules			
5/8 x 3/4" Multi-Jet Meter w/Bronze Bottom w/L&G Interpreter (RF Mesh)	3,355	\$222.68	\$747,091.40
Network Equipment			
RF Router and Kit with 20-Foot Cable	1	\$1,850.00	\$7,400.00
Software and Support			
Incremental Command Center Monthly SaaS Fee (5k to 10k) - Production	24	\$625.00	\$15,000.00
Services and Training			
Water AMI Project Delivery Services	1	\$59,800.00	\$59,800.00
Training: IMPLEMENTING 2-WAY WATER - 1 Day (On-Site)	1	\$4,500.00	\$4,500.00
Total:			\$833,791.40

Network Mapping Requirements

Publish Date: 7/28/2021

Version: 2.0



Contents

1 NETWORK DESIGN MAPPING REQUIREMENTS 3

2 METER/DEVICE DATA FILES 3

3 INFRASTRUCTURE DATA FILES 4

4 SUMMARY OVERVIEW 5

5 OTHER INFORMATION 6

6 DEVICE CONFIGURATION INFORMATION 6

1 Network Design Mapping Requirements

In order for Landis+Gyr to properly design networks for our customers, we require certain pieces of information and questions to be answered. This document describes the data and other information which should be provided and the acceptable formats.

2 Meter/Device Data Files

Device Location Information (note that these files are unusable if many of the records lack location information):

1. **Most Preferred:** Latitude/longitude in decimal degrees with up to 5 decimal place accuracy in csv or excel file format.
2. **Acceptable:** Complete meter address with street, city, state and zip+4 code information. (In the case of any missing address field, geocoding would fall back to Zip+4 centroid.)
3. **Acceptable:** Complete meter address with street, city, state, and zip code information. (In the case of any missing address field, geocoding would fall back to Zip centroid.)
4. **Acceptable:** Meter data in the form of MapInfo tables ".tab, .dat, .id, .map" files. (Note that all four files are required.)
5. **Acceptable:** Meter data in the form of shapefiles. There are subfiles available in shape file exports which provide the details (.cpg, .dbf, .prj, .sbn, .sbx, .shp, .shp.xml, .shx)
NOTE: The four highlighted in yellow must be provided or we cannot use the data!
6. Other acceptable but uncommon file types include kml/kmz, MS Access and .txt in either tab or comma delimited form.

Example A: (shown in actual format)

1. *Comma Delimited:*

Mfg,Model,R,I_O,Ugd,Type,Address,City,State,Zip,Longitude,Latitude
ABB,xf345,I,U,E,1243 Shoreway Rd,San Carlos,CA,94070-2345,-122.34582,39.21541

2. *Tab Delimited:*

Mfg	Model	Useage	I_O	Ugd	Type	Address	City	State
	Zip	Longitude	Latitude					
ABB	xf345	I	U	E	1243 Shoreway Rd	San Carlos	CA	94070-
2345	-122.34582		39.21541					

Other Meter Information (all of the following information is important):

1. Whether the meter is indoor or outdoor or underground.
2. Meter manufacturer along with the meter model/type.
3. Phase value of the meter. (Electric)
4. Whether the meter is residential, commercial single phase, or commercial/industrial polyphase. (Electric)
5. The service level (consumption, TOU, TDM, LOAD Profile Interval, Number of LP Sets). (Electric / Gas)

6. Are there intended to be Bellwether meters using more frequent data pushes or not. (Electric)

Glossary Information:

A thorough description of each field should be included in a separate word or text file so that there is a clear understanding of what each field means. Try not to assume that the contents of the field are obvious, in the example below, "Type" could be misinterpreted for something else. For the above data files the description could be:

Mfg	Manufacturer of the Meter
Model	Manufacturers Model Number / Name of the meter
Size	If applicable
Useage	Value is either R for Residential, C for Commercial or I for Industrial
I_O	Value is either I for Indoor or O for Outdoor
Ugd	Value is U for meter underground, blank for aboveground
Type	Type is E for Electric, G for Gas, W for Water
Address	Street Address of meter
City	City
State	Two character state code
Zip	Zip code or zip+4 if available
Longitude	Longitude of meter location
Latitude	Latitude of meter location
Meter ID Number	
Service Account Number	

3 Infrastructure Data Files

In order to properly place Routers and Gateways, the location information of poles, substations, etc. are required (note that these files are unusable if many of the records lack location information). If there is no infrastructure information, then placement will be where Network Design determines is best:

7. **Most Preferred:** Latitude/longitude in decimal degrees with up to 5 decimal place accuracy in csv or excel file format.
8. **Acceptable:** Complete infrastructure address with street, city, state and zip+4 code information. (In the case of any missing address field, geocoding would fall back to Zip+4 centroid.)
9. **Acceptable:** Complete infrastructure address with street, city, state, and zip code information. (In the case of any missing address field, geocoding would fall back to Zip centroid.)
10. **Acceptable:** Meter data in the form of MapInfo tables **".tab, .dat, .id, .map"** files. (Note that all four files are required.)
11. **Acceptable:** Meter data in the form of shapefiles. There are subfiles available in shape file exports which provide the details (.cpg, **.dbf, .prj, .sbn, .sbx, .shp, .shp.xml, .shx**)

NOTE: The four highlighted in yellow must be provided or we cannot use the data!



12. Other acceptable but uncommon file types include **kml/kmz**, **MS Access** and **.txt** in either tab or comma delimited form. **(Please refer to Example A from the Meter/Device Data files section).**

Other infrastructure Information (all of the following information is important):

- Height of the pole or tower
- Secondary power availability
- WAN technology available and if so what type?

Other Information:

A thorough description of each field should be included in a separate text file so that there is a clear understanding of what each field means. Try not to assume that the contents of the field are obvious, in the example below, "Type" could be misinterpreted for something else. For the above data files the description could be:

Type	Pole, Substation, Tower, Office, Transformer, Street Light
Height	Specify in Feet
Address	Street Address of infrastructure
City	City
State	Two-character state code
Zip	Zip code or zip+4 if available
Longitude	Longitude of infrastructure location
Latitude	Latitude of infrastructure location
Infrastructure ID Number	(Pole ID/Substation ID, etc.)

4 Summary Overview

Below is a summary table to help more easily identify data type requirements by device types.

	EDX PRIMARY INPUT	CSV OR XLSX WITH LAT/LONGS*	LOCATION ADDRESS for GEOCODING*	MAPINFO FILE	SHAPEFILE	KML/KMZ
METERS (E,W,G)	✓	✓	✓	✓	✓	✓
DA DEVICES	✓	✓	✓	✓	✓	✓
SUBSTATIONS	✓	✓	✓	✓	✓	✓
TOWERS	✓	✓	✓	✓	✓	✓
OFFICE	✓	✓	✓	✓	✓	✓
TRANSFORMERS	✓	✓	✗	✓	✓	✓
POLES	✓	✓	✗	✓	✓	✓
STREETLIGHTS	✓	✓	✗	✓	✓	✓

*Applicable to other uncommon file types such as MS ACCESS AND TXT FORMATS

5 Other Information

Files can be provided in a number of different ways such as the following: Zip, FTP/SFTP, OneDrive, Drop Box, etc.

Files should be sent to the following email address: NetworkDesignRequests@LandisGyr.onmicrosoft.com
 If the files are too large to email then a link to the files should be provided.

6 Device Configuration Information

The following information will understand the product mix and level of service to be delivered utilizing an AMI system. List information that is applicable.

Metering Information	Quantity	Type
Electric Meter Mix		
Single Phase		
-		
-		
-		
C&I		
-		
-		
-		
Total Meters		



Gas Meter Mix		
Residential		
-		
-		
-		
C&I		
-		
-		
-		
Total Meters		
Water Meter Mix		
Residential		
-		
-		
-		
C&I		
-		
-		
-		
Total Meters		

Other Device(s)			
IoT Device			
-Streetlight			
-DA			
-etc...			
Total Meters			

Data Delivery Information	
Reading Frequency	
- Electric Residential - Electric C&I - Gas Residential	Default Reading frequency values • Residential Elec. = Midnight Read, 15 min interval data, up to four channels, transmitted every four hours. • Commercial Elec. = Midnight Read, 15 min. interval data, up to eight channels, transmitted every hour. • Residential Gas = Daily Read, 15 min. interval data, one channel, transmitted DAILY. • Residential Water = Daily Read, 15 min. interval data, one channel, transmitted every six hours
- Gas C&I - Water	
If something different is required please specify.	



STATE OF NEW MEXICO SOLE SOURCE REQUEST AND DETERMINATION FORM

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Amount of prospective contract before tax: \$833,791.40

Estimated tax amount (tax is subject to change):

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Purpose- The City of T or C presently utilizes the Land+Gyr software and has sought out various other vendors to see if they would or could provide the same services without a substantial increase in cost. If the City were to use another company, we would be required to upgrade our existing software systems and they would not communicate with other technology.

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Landis+Gyr Technologies is a one source contract as their software system is currently applied in the City's billing system, tracking and services.

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A detailed description study of the current needs of the City to be updated and tied into the already in place system. Based on the funding available and the cost to upgrade to over 3,355 it would benefit the City to continue to move forward with Landis + Gyr as the assessment and tools are available and ready to proceed.

VII. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Other sources do not have software technology that is already available and provided to the City. To move over to another company would cost more than our current budget allows and would require the City to start over with a new plan.

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They spoke with other companies based on the City's desire to upgrade the units to a more solid devise. One other company sell the product, but they would require a system change and would not effectively tied into the current system.

Certified by:

Date: _____

Agency Chief Procurement Officer

Agency Approval by:

Date: _____

Cabinet Secretary/Agency or Entity Head or Designee

APPROVED:

Date: _____

State Purchasing Agent

If this sole source is being submitted by a governmental agency or governmental entity not under the final authority of the State Purchasing Agent, the State Purchasing Agent's signature is not required. The signature line may be removed from this form or marked as N/A. Hard Copy Documentation for Courtesy Postings do not need to be submitted to SPD for approval.

Clarifications

Network Equipment

1. Network Equipment quantities are approximations of required quantities and have been developed from the existing deployed network equipment as well as the existing 3,701 electric endpoints and the additional 3,355 water meter locations provided by Customer.
2. Network Equipment quantities are based on Routers being mounted at 20 feet above ground level (AGL). Alternate mounting locations, configurations and heights may require additional brackets, cables or antennas that are not included in this proposal. Actual Network Equipment quantities necessary for proper AMI System functionality may vary based on verification of final meter quantities, system analysis and requirements, approved survey locations, deployment approach, and system optimization needs.
3. Network Equipment quantities assume Landis+Gyr's standard Gridstream RF AMI throughput parameters:
 - Up to four (4) registers of 15-minute interval data transmitted every 4 hours from all residential electric Endpoints.
 - Up to (8) registers of 15-minute interval data transmitted every 60 minutes from all commercial and industrial electric endpoints.
 - One (1) register of 15-minute interval data transmitted every 6 hours from all water endpoints.
4. Electric endpoints shall be deployed in a contiguous manner to enable adequate meshing.
5. Customer will provide WAN backhaul access to each Network Gateway.
6. Customer will provide new or existing poles, of an appropriate height, with 120/240V power source for installation of network equipment.
7. The need for external passive antennas, and quantities of such, will be determined during deployment.
8. Electric meters shall be deployed in advance of water meters.
9. All water endpoints shall be collocated with electric endpoints or located within range of an appropriate network device to enable adequate meshing. Stand-alone water devices may require additional network equipment to provide coverage.
10. Any additional Routers required for water endpoints outside the electric endpoint network will be deployed at the same time as the electric endpoint network equipment.
11. Water endpoint deployment will not begin until electric meters are deployed and a compatible version of HES software is in place to support the water modules.

Software and Support

12. It is assumed Landis+Gyr will continue to provide Software-as-a-Service (SaaS) HES with Advanced Security for Customer under its current agreement.
13. To support Series 5 water, HES version 7.6 must be operational prior to water deployment, with the water module running firmware version 7.07 or greater; electric meter firmware must be at version 13.5X or greater.
14. As part of its standard solution offering, Landis+Gyr offers a suite of MultiSpeak and CIM-compliant APIs for HES. Integration support and/or interface development beyond these standard APIs can be priced based on a defined statement of work. For integration details, reference Landis+Gyr's Integration Suite Technical Brief.

Services and Training

15. Project Delivery Services pricing is based on services being provided by Landis+Gyr for a period of up to six (6) months, beginning at contract execution and receipt of purchase orders. At a high level, these Project Delivery Services include Project Management, Endpoint Configuration Support, Network Design and Site Surveys for up to 3 Gateways and 30 Routers, Network Equipment Commissioning, Technical Implementation Support, and Integration Support.
16. Network equipment (Network Gateway and Router) installation water endpoint installation are not within the scope of Landis+Gyr's offering. It is assumed installation is the responsibility of Customer or a third party contracted by Customer.
17. Training is required prior to deployment, and includes:
 - 1 training course for Implementing Two-Way Water Meters – one day onsite
18. Pricing for online training is per log-in/registration.
19. Training assumes one days of on-site training at a Customer facility for up to 12 students. Additional seats are available for \$250.00 per seat.

General Clarifications

20. The following items are available for purchase, as needed:

Item	Unit Price
Remote Antenna Kit	\$730.00
RF Coupling Antenna Kit (includes P/N 40-1705, 45-1221, 28-0350, 19-1742)	\$273.00
IWR 12-24 VDC Input	\$775.00

21. Standard lead time for product shipment can vary, and upon receipt and confirmation of your purchase order, an estimated shipment date will be provided.
22. Licenses sold as part of this solution are for Landis+Gyr products only. Any additional third-party licenses are the responsibility and at the expense of Customer.
23. This quote is valid for 90 days. Pricing is in US Dollars.
24. Landis+Gyr's equipment (Network Gateway, Router, electric meter) warranty for defects in material or workmanship is 18 months from the date of shipment.
25. Water module pricing includes an equipment warranty duration of twelve (12) months from the date of shipment. Additionally, a warranty for Water Intrusion is provided for an initial ten (10) years from the date of shipment for full replacement coverage and an incremental ten (10) years of prorated coverage.
26. Landis+Gyr warrants that its software will materially comply with the software documentation provided for a period of thirty (30) days from the date of delivery. Landis+Gyr warrants that Services will be provided in a professional workmanlike manner and the services warranty period is ninety (90) days after performing a service.
27. On-site services and in-person training are subject to COVID-19 travel restrictions.
28. Project Delivery Services are invoiced 50% upon contract signature, with the remaining 50% invoiced at completion of the services.
29. Landis+Gyr's pricing is subject to change due to any annual increase in CPI.
30. No bonds or letters of credit are included in Landis+Gyr's pricing.
31. Landis+Gyr's pricing includes shipping charges. Shipping terms are FOB Origin, Freight Prepaid and assumes full truckload shipments. Electric meters are shipped on pallets containing up to 120 meters per pallet at a height of 42 inches. Additional charges may apply if actual shipment is less than a truckload or a full pallet is limited to a height of less than 42 inches. Landis+Gyr's pricing does not include taxes, duties, or tariffs. This will be added to the invoices, as applicable.
32. Landis+Gyr's payment terms are Net 30 Days from date of invoice.
33. Pricing assumes Customer and Landis+Gyr will enter into an agreement or amendment for this project.
34. While Landis+Gyr endeavors to make the content of its marketing materials timely and accurate, Landis+Gyr makes no claims or promises about the accuracy, adequacy, or completeness of, and expressly disclaims liability for errors and omissions in, such materials. No warranty of any kind, express, implied, or statutory, including without limitation warranties of non-infringement of third-party rights, title, merchantability, and fitness for a particular purpose, is provided in connection with the content of such marketing materials.

35. This proposal contains confidential and trade secret information of Landis+Gyr. Except as otherwise specified in a non-disclosure agreement regarding Landis+Gyr's confidential information, Landis+Gyr authorizes use and disclosure of the content of this proposal only as necessary for evaluation of Landis+Gyr's proposal, or as required by law. No other license rights are intended or implied.

We look forward to taking this next step with you and welcome the opportunity to further define a Gridstream solution to address your needs. If you have any questions, please contact Chris Clark at 765-404-9517 or Chris.Clark@landisgyr.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ander Smith", positioned above a horizontal line.

Ander Smith
Director, Commercial Operations

Appendix A: Network Design

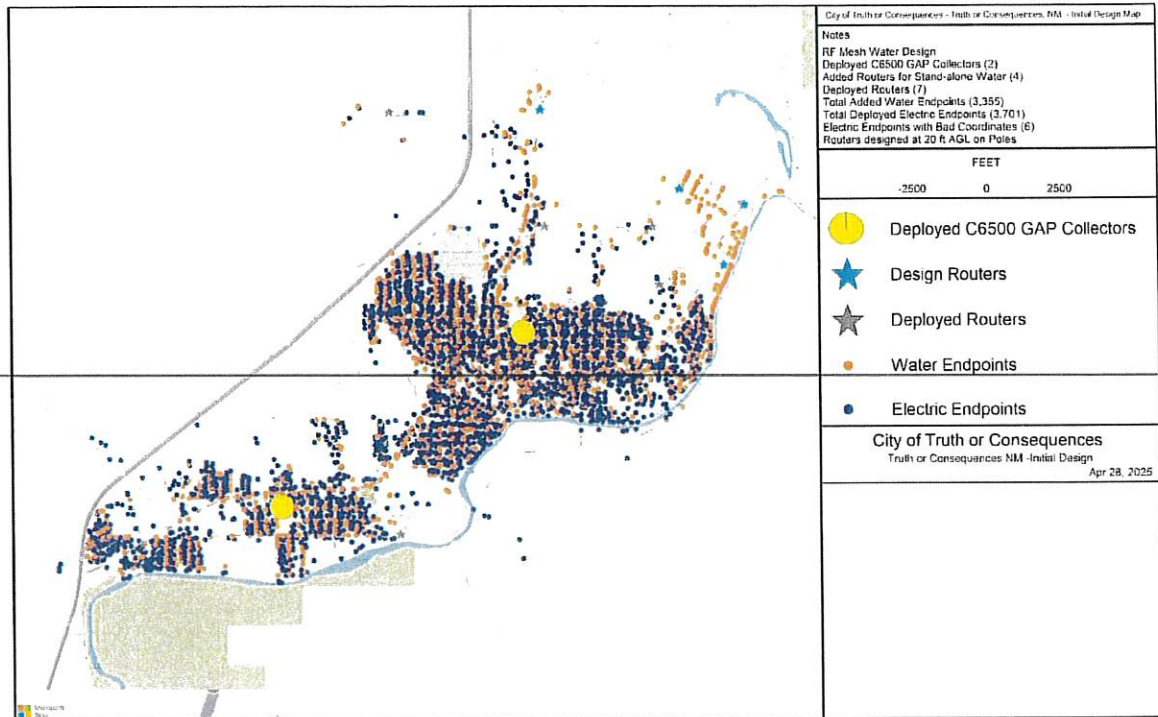


FIGURE 1 – CITY OF TRUTH OR CONSEQUENCES RF MESH INITIAL DESIGN



Statement of Work

Add Water Implementation

Date: 5/6/2025

Prepared for: Truth or Consequences
Electric Dept.
CRM Number: 2025-04-04-54332
Revision ID: 0

Confidentiality

This Statement of Work (SOW) contains information, which is proprietary and confidential to Landis+Gyr. This information is provided for the sole purpose of permitting the recipient to evaluate the proposal. In consideration of receipt of this document, the recipient agrees to treat information as confidential and to not reproduce or otherwise disclose this information to any persons outside the group directly responsible for the evaluation of its contents, without the prior written consent of Landis+Gyr.

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1. Project Overview

1.1 Purpose

This Statement of Work (SOW) defines a business transaction between Truth or Consequences Electric Dept. ("Customer") and Landis+Gyr in which the latter will provide consulting services (Work) related to a specific Landis+Gyr (or "L+G") service offering or a customized service. This document establishes the Scope of the Work to be performed; defines the context of the work; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties.

This SOW is subject to any terms and conditions in a given Master Purchase, License, and Services Agreement ('MPLSA') between Customer and Landis+Gyr and is made a part thereof. To the extent that there are any conflicts or inconsistencies between this SOW and the 'MPLSA' (Master Purchase, License, and Services Agreement), the provisions of the 'MPLSA' (Master Purchase, License, and Services Agreement) shall govern and control unless alternate provisions are expressly provided herein. This SOW supersedes any prior Landis+Gyr proposal, written or oral.

1.2 Scope

The objective of this project is for Landis+Gyr to assist Customer by providing the services, systems, and hardware to enable customer to successfully add Water to their existing Landis+Gyr AMI system.

Project will start upon receipt of contract signature, all purchase orders, and resource availability. All deliverables associated with services will be completed in no more than 6 months from project start. If deliverables are not completed within 6 months, additional charges may apply depending on the reason for the delay. If desired, Customer may elect to extend delivery services at an additional cost. Such an extension will be managed through a formal project change process that will be mutually agreed upon by both Landis+Gyr and Customer.

1.3 Core Deliverables

This Statement of Work covers the following core deliverables, based on Section 0 1.2 Scope.

Table 1. Core Deliverables

Deliverables	Lead	Support
Project Management and Technical Delivery Services as noted in Section 3	Landis+Gyr	Customer
Water training as noted in Section 3	Landis+Gyr	Customer
Delivery of up to 100 water modules	Landis+Gyr	Customer
System Acceptance Testing (SAT) execution	Customer	Landis+Gyr

Command Center Integrations:		
Update existing Command Center to Customer CIS integration to add Water-related data	Landis+Gyr	Customer

1.4 Key Assumptions

The provisions of this Statement of Work are based on the following assumptions. If these assumptions are not valid, both the cost and schedule of this project may be impacted.

- Customer has all network equipment needed to support Water installed and commissioned prior to the start of the project
- Customer has prior architecture including Low Energy Endpoint (LEEP) adapter
- Specific roles and responsibilities for both parties will be mutually reviewed and confirmed and/or assigned or modified.
- Customer will provide timely access to 3rd party application integration specifications and relevant system documentation for meter reading and other interfacing systems in use by Customer (e.g. CIS).
- Customer is responsible for installation of all network equipment and water endpoints
- As deliverables are completed, the Landis+Gyr Project Manager will seek formal acceptance of deliverables from Customer. Customer will review documentation within 5 business days and provides either approval or comments. If comments are provided, Landis+Gyr will review and update deliverable within 5 business days and submits a revised document for approval. If no approval or comments are received within 5 business days, the deliverable will be assumed to be accepted.

1.5 Out of Scope Items

The following items are excluded from the Add Water Implementation project and are considered out-of-scope for Landis+Gyr as part of this SOW:

- Command Center integration to the following Customer systems:
 - Data Analyticsw
- Direct management of network and endpoint installation contractor
- Technical support for remaining endpoints

1.6 Critical Success Factors

Critical success factors for the Add Water Implementation are listed below to ensure expectations are managed properly between Customer and Landis+Gyr and the project is successful.

- For remote support provided by Landis+Gyr, Customer must provide adequate remote access for delivery of services described in this statement of work. Landis+Gyr will coordinate with Customer to discuss level of access required and test connectivity within the Planning Stage of agreement.
- Development and active management of a mutually agreeable schedule

- Development and completion of Systems Testing, Integration Testing and User Acceptance Testing cases
- Resolution of any critical “show stopping” defects
- Availability and commitment of both Landis+Gyr and customer project resources.
- Mutual adherence to the content and proactive management of any change regarding this statement of work
- Implementation of hardware according to Landis+Gyr specifications

2. Project Roles and Responsibilities

2.1 Overview

In this Statement of Work, Landis+Gyr has indicated in general which party (Landis+Gyr or Customer) is responsible for various tasks throughout this project plan. The intention is that the project is a highly collaborative effort; however, specific deliverables are the responsibility of one party. In all cases, it is expected that the responsible party will be able to count on the reasonable support and assistance of the other party to help achieve each deliverable. Detailed roles and responsibilities will be defined as a result of the Planning Stage.

The assigned Landis+Gyr Project Manager will actively participate in all stages of the project and will be the point of escalation for any issues requiring escalation. Other Landis+Gyr Subject Matter Experts will also be called upon to participate periodically in various stages of the project. These roles are not called out specifically in the stages below; however, they are implied throughout and have been considered in resource plans. Weekly status updates, which summarize progress, plans, and challenges, will be provided by the Landis+Gyr Project Manager throughout the project.

3. Project Approach

The project is broken down to four separate stages:

- Initiation Stage
- Planning Stage
- Execution and Control Stage
- Closeout Stage

3.1 Initiation Stage

In the Initiation Phase, the Project Manager (PM) engages internal resources to setup the project, develops an initial understanding of project requirements, obtains internal authorization to allocate team resources to the project, and engages the Landis+Gyr project team. The key deliverables and activities for this stage follow.

Table 2. Initiation Stage Deliverables

Deliverables	Lead	Support
Initial Design and Infrastructure Spreadsheet for Initial Deployment Area	Landis+Gyr	Customer
POs for Services and Equipment	Customer	Landis+Gyr

Table 3. Initiation Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager	Validates requirements with the Customer	Reviews requirements with the L+G Project Manager	Project Manager
	Conducts internal planning, obtains resources, plans for kickoff meeting	Works with L+G PM to create agenda, provide personnel contact list for kickoff meeting	
Network Design Engineer	Develops initial design and infrastructure spreadsheet for Initial Deployment Area	Provides meter coordinates and asset information to Landis+Gyr as available	Field Services
Sales / Distributor	Conducts 1132-meter programming software training	Attends training	Meter Engineer / Project Manager
	Creates meter programs	Defines meter functional requirements	
	Obtains equipment and services POs	Provides equipment and services POs	

3.2 Planning Stage

In the Plan Phase, the Project Manager leads planning efforts, with support from both the Landis+Gyr and Customer project teams, for project execution. These efforts include formally documenting and achieving agreement with the Customer on the final requirements, creating the final system design, and building the baseline project schedule. Landis+Gyr will also kick off the project with Customer and will conduct workshops. The key deliverables and activities for this stage follow.

Table 4. Planning Stage Deliverables

Deliverables	Lead	Support
Project Kick-Off Meeting	Landis+Gyr	Customer
Project Management Plans including Project Schedule, Resource Plan, Materials	Landis+Gyr	Customer

Plan, Communications Plan, and Initial Risks		
Documentation from kickoff meeting	Landis+Gyr	Customer
Delivery of water endpoints for initial implementation	Landis+Gyr	Customer
Integration Workshop, Integration Scope, and Plan	Landis+Gyr	Customer
Online 2-way water implementation training	Landis+Gyr	Customer

Table 5. Planning Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager / Landis+Gyr Project Team	Develops schedule, established weekly status update meeting	Coordinates with Landis+Gyr PM, attends weekly meetings	Project Manager / Customer Project Team
	Leads project kickoff meeting	Confirms agenda, provides resources	
	Manages materials flows, including module delivery	Coordinates testing and validation of modules and approves for production	
Solutions Integration Architect	Conduct workshops (2-way water) and System Acceptance Planning including test cases, as planned	Coordinates internal 2-way water testing, approves, and places materials orders	Project Manager Meter Shop
Technical Implementation Manager	Leads workshops on IT network configuration, integration planning, test planning	Provides input to workshops	Project Manager System Admin/ AMI Admin
Training	Conducts Implementing 2-way water training	Attends Implementing 2-way water training	Field Operations, Head End Operations

3.3 Execution and Control Stage

In the Execution and Control Phase, the PM actively manages and controls the project delivery according to the methods described in the Project Management Plans. The key activities and deliverables for this stage follow.

Table 6. Execution and Control Stage Deliverables

Deliverables	Lead	Support
Commissioning of water endpoints and ensuring "Normal" status in Command Center	Landis+Gyr	Customer
Integration scope and plan, including documentation from integration workshop, finalized integration scope, standard integration diagram, and test plan	Landis+Gyr	Customer
Onsite water pre-deployment workshop and limited field support for initial water module installations	Landis+Gyr	Customer
Testing and acceptance of the system	Customer	Landis+Gyr

Table 7. Execution and Control Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Technical Implementation Manager/Technical Implementation Engineer	Supports Field Tools installation	Install Field Tools	System/AMI Admin
	Configures Command Center and assists Customer with security tokens and system keys	Conducts security token and system key process	
	Leads IT network configuration	Participates in IT network configuration	
	Implements changes to existing integration to known file-based or CIM-compliant CIS	Implements any needed changes to CIS	
	Assists in testing and acceptance of the system, resolves technical issues as they arise	Leads testing effort and identifies issues as they arise	
	Conducts onsite water pre-deployment workshop and limited field support for initial water module installations	Provide technicians who have completed Landis+Gyr water training	
	Ensures up to 100 water endpoints are "Normal" and communicating in Command Center and supervises deployment activities	Installs water endpoints	

3.4 Closeout Stage

In this final phase, the project is prepared for internal Landis+Gyr closure and Customer is transitioned to Landis+Gyr Customer Operations as specified in Customer agreement.

Table 8. Closeout Stage Deliverables

Deliverables	Lead	Support
The PM issues Customer Satisfaction Survey to Customer	Landis+Gyr	Customer
The PM conducts the Customer closeout meeting, seeking written approval from Customer to make the transition	Landis+Gyr	Customer

Table 9. Execution and Control Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager	Conducts closeout, transitions customer to service desk	Accepts project by signing Self-Directed Customer (SDC) letter, attends transition meeting to service desk	Project Manager

4. Project Management

Our project implementation methodology is rooted in the principles of the internationally recognized Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Landis+Gyr Project and Program Managers are PMI certified, meaning each project leader has been trained in project management best practices and certified as project management experts.

4.1 Project Timeline

Project will start upon receipt of contract signature, all purchase orders, and resource availability. All deliverables associated with services will be completed in no more than 6 months from project start. If deliverables are not completed within 6 months, additional charges may apply depending on the reason for the delay. If desired, Customer may elect to extend delivery services at an additional cost. Such an extension will be managed through a formal project change process that will be mutually agreed upon by both Landis+Gyr and Customer.

The final project schedule will be mutually agreed upon by the end of the Planning Stage.

4.2 Resource Plan

The following tables outlines the expected resource requirements for Landis+Gyr and Customer by resource type:

Table 10. Landis+Gyr Resources

Resource Type	Responsibilities	Abbreviation
Landis+Gyr		
Senior Project Manager	Leads and manages project	PM
Technical Implementation Manager	Accountable for end-to-end implementation of technical solutions to meet customer requirements as well as consulting on technical domains including configuration, system performance monitoring, troubleshooting, defect resolution, and security	TIM
Technical Implementation Engineer	Assists overall project implementation by providing support in integration, business process development, troubleshooting, resolution of defects, and provides supplemental training in system operation and maintenance	TIE
Network Design Engineer	Responsible for high-level and detailed RF design of the required network infrastructure within the Customer's territory.	NDE
Solutions Integration Architect	Provides overall strategic consulting on various existing and future technical solutions to solve customer business challenges Provides guidance for implementing all interconnected systems and the data flows between each system	SIA

Table 11. Proposed Customer Resources

Resource Type	Responsibilities	Abbreviation
Customer		
Project Manager	Leads and manages project	PM
Field Services Leads/Technicians	Assist in network installation/surveys and troubleshooting backhaul issues. Additionally, Field Services will be responsible for analysis, coordination, and execution of maintenance activities relating to the RF Network (Two-way Network	Field Services

	devices, Meters, and Telecommunications) once the system is implemented.	
Meter Shop Lead	Representative for leading testing of meters before putting in field	Meter Shop
System Administrator	Effective provisioning, installation/configuration, operation, and maintenance of systems hardware and software and related infrastructure. This individual ensures that system hardware, operating systems, software systems, and related procedures adhere to organizational values, enabling staff, volunteers, and Partners	System Admin
Database Administrator	Perform database administration (DBA) activities for the AMI environments; monitors the head end and analyzes data; resolves discrepancies; generates / builds reporting for end users	Database Admin

4.3 Remote or On-Site Support

The work defined within this agreement which will be provided by Landis+Gyr to Customer will be fully remote, except for:

1. Installation & Commissioning (Water) – TIM onsite for one week

For remote support provided by Landis+Gyr, Customer must provide adequate remote access for delivery of services described in this statement of work. Landis+Gyr will coordinate with Customer to discuss level of access required and test connectivity within the Planning Stage of agreement.

4.4 Change Management Process

The Change Management Process is intended to set expectations on how the changes will be managed, what defines a change, the purpose and role of the change control board, and the overall change management process.

Depending on the extent and type of proposed changes, changes to project documentation and the communication of these changes will be required to include any approved changes into the project plan and ensure all stakeholders are notified. Types of changes include:

- Scheduling Changes: changes which will impact on the approved project schedule
- Financial Changes: changes which will impact on the approved project budget
- Scope Changes: changes which are necessary and impact on the project's scope which may be the result of unforeseen requirements not considered during the Planning Stage

The Landis+Gyr Project Manager must ensure that any approved changes are communicated to the project stakeholders. Additionally, as changes are approved, the Project Manager must ensure that the changes are captured in the project documentation where necessary. These document updates must then be communicated to the project team and stakeholders as well.

4.5 Change Process Steps

- 1) Identify a needed change; Change Requestor will submit written change request to the Landis+Gyr Project Manager
- 2) Project Manager logs change in Landis+Gyr Project and Portfolio Management Tool (Project and Portfolio Management System- Daptiv)
- 3) Perform project review and Impact analysis- Landis+Gyr Project Manager evaluates the change conducting a preliminary analysis on the impact of the change to risk, budget, schedule, and scope and seeks clarification from team members and the change requestor. If the change is within the approval authority of the Project Manager, he provides disposition of the change. Otherwise, the Project Manager works with both Landis+Gyr Project Management office and Customer Project Manager with the preliminary analysis
- 4) Disposition of Change Request- Customer Project Manager and Landis+Gyr Project Manager will discuss the proposed change and decide whether it will be approved based on all submitted information.
- ~~5) Implementation of Approved Changes—If a change is approved by the Customer Project Manager and/or Customer Sponsor and applicable Landis+Gyr project leadership, the Project Manager will update and re-baseline project documentation as necessary. This includes SOW, Schedule, and Pricing.~~

4.6 Change Management Responsibilities

Landis+Gyr will:

- Log all requests for change
- Seek clarification from change requestors
- Evaluate changes for risk, cost, schedule, and scope
- Process requests for change at the Project level
- Provide feedback to change requestors
- Document changes

Customer will:

- Request changes through Landis+Gyr
- Seek clarification from change requestors
- Support provision of contractual changes as needed to document changes prior to execution
- Approve the change

Landis+Gyr
30000 Mill Creek Avenue
Suite 100
Alpharetta, GA 30022
Phone: 678-258-1500



Storage Energy Letter

May 21, 2025

Via Email (srenfro@torcnm.org)

Ms. Sonya Renfro, Utility Manager
City of T. or C.
505 Sims Street
Truth or Consequences, New Mexico 87901

Subject: Landis+Gyr Sole Source Letter In support of Water Automation

Dear Ms. Renfro:

As you know, Landis+Gyr is a leading global provider of integrated energy management solutions for the utility sector. Offering one of the broadest portfolios of products and services to address complex industry challenges, the company delivers comprehensive solutions for the foundation of a smarter grid, including smart metering for electricity, water, and natural gas utilities, distribution network sensing and automation tools, load management, analytics, and electric vehicle charging.

Further, you will recall that Truth or Consequences Electric Department purchased Landis+Gyr's software solutions currently used in conjunction with the city's billing system. Along with infrastructure equipment, software and services already purchased, Landis+Gyr's will integrate with the water portion of the procurement process.

Given that Landis+Gyr and Truth or Consequences already have most of the necessary infrastructure in place, along with the Landis+Gyr software, any attempt to introduce a different vendor or platform would require significant additional investment in time, resources, training, and system redevelopment. Moreover, integration with existing systems would be highly complex and could result in compatibility issues, disruptions to service, and unnecessary duplication of effort and cost.

For these reasons, we request that Landis+Gyr be designated as a sole source provider for this procurement. Our solution is uniquely qualified to integrate with Truth or Consequences' current design and allows for the most efficient use of existing assets.

Should you require additional details or supporting documentation, we would be happy to provide it.

Sincerely,

Chris Clark, Area Sales Manager

Thank you for your submission

The procurement will be reviewed by one of our buyers.

Our procurement management team will review your submission and will respond to you regarding the next steps in the procurement process. We will contact you via email and/or phone. If you have any questions, please contact the procurement manager at the time of submission.

We appreciate your interest in participating in this procurement.

We look forward to receiving your submission and to working with you on this procurement.



Agency : M0098 - CITY OF TRUTH OR CONSEQUENCES
Procurement 50-M0098-25-CP230
Number :
Next Step : REVIEW
Uploaded Files : Sole Source Determination: SOLE SOURCE LANDIS+GRY.pdf
Completed date : Thursday, May 29, 2025 2:01 PM
Completed by : Jocelyn Holguin



FIRST AMENDMENT TO THE MASTER AMI AGREEMENT

This First Amendment (this "**Amendment**") to the Master AMI Agreement dated September 16, 2019 (the "**Original Agreement**"), together with this Amendment (the "**Agreement**"), by and between Landis+Gyr Technology, Inc. ("**Landis+Gyr**"), and The City of Truth or Consequences ("**Customer**"), is effective as of the last signature date below ("**Amendment Effective Date**").

Capitalized terms used, but not defined, herein shall have the meaning provided to them in the Agreement.

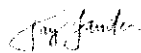
NOW THEREFORE in consideration of the good and valuable mutual promises and other consideration described herein, the sufficiency of which is hereby acknowledged, Customer and Landis+Gyr agree to modify the Agreement as follows:

1. The Agreement is amended as follows:
 - a. The attached Statement of Work is attached to the Agreement as Exhibit E thereto.
2. Full Force and Effect. Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. Entire Agreement. This Amendment, along with the Agreement, constitutes the final and entire Agreement between the parties respecting the subject matter hereof and thereof and any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on the parties. Each party agrees it has not relied upon or been induced by any representation of the other party not contained in this Amendment.
4. Precedence. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of the Amendment shall control.
5. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures. Each person executing this Agreement warrants that he is authorized to do so on behalf of the party for whom he/she signs this Amendment.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

Landis+Gyr Technology, Inc.



Signature

Jay Lasseter

Printed Name

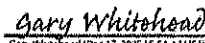
VP Customer Delivery

Title

12/18/2025

Date

The City of Truth or Consequences


Gary Whitehead (Doc 17, 7025 16 51 43 1151)

Signature

Gary Whitehead

Printed Name

City Manager

Title

12/17/2025

Date

Landis+Gyr Technology, Inc.



Signature

Blake Miskin

Printed Name

VP and CFO Americas

Title

12/18/2025

Date


EB

EXHIBIT E
STATEMENT OF WORK

1. Project Overview

1.1 Purpose

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Update existing Command Center to Customer CIS integration to add Water-related data	Landis+Gyr	Customer

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The provisions of this Statement of Work are based on the following assumptions. If these assumptions are not valid, both the cost and schedule of this project may be impacted.

- Customer has all network equipment needed to support Water installed and commissioned prior to the start of the project
- Customer has prior architecture including Low Energy Endpoint (LEEP) adapter
- Specific roles and responsibilities for both parties will be mutually reviewed and confirmed and/or assigned or modified.
- Customer will provide timely access to 3rd-party application integration specifications and relevant system documentation for meter reading and other interfacing systems in use by Customer (e.g. CIS).
- Customer is responsible for installation of all network equipment and water endpoints
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The following items are excluded from the project and are considered out-of-scope for Landis+Gyr as part of this SOW:

- Command Center integration to the following Customer systems:
 - Data Analytics
- Direct management of network and endpoint installation contractor
- Technical support for remaining endpoints

1.6 Critical Success Factors

Critical success factors for the project are listed below to ensure expectations are managed properly between Customer and Landis+Gyr and the project is successful.

- For remote support provided by Landis+Gyr, Customer must provide adequate remote access for delivery of services described in this statement of work. Landis+Gyr will coordinate with Customer to discuss level of access required and test connectivity within the Planning Stage of agreement.

- Development and active management of a mutually agreeable schedule
- Development and completion of Systems Testing, Integration Testing and User Acceptance Testing cases
- Resolution of any critical “show stopping” defects
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- Mutual adherence to the content and proactive management of any change regarding this statement of work
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3. Project Approach

The project is broken down to four separate stages:

- Initiation Stage
- Planning Stage
- Execution and Control Stage
- Closeout Stage

3.1 Initiation Stage

In the Initiation Phase, the Project Manager (PM) engages internal resources to setup the project, develops an initial understanding of project requirements, obtains internal authorization to allocate team resources to the project, and engages the Landis+Gyr project team. The key deliverables and activities for this stage follow.

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POs for Services and Equipment	Customer	Landis+Gyr
---------------------------------------	----------	------------

Table 3. Initiation Stage Activities

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Project Manager	Validates requirements with the Customer	Reviews requirements with the L+G Project Manager	Project Manager
	Conducts internal planning, obtains resources, plans for kickoff meeting	Works with L+G PM to create agenda, provide personnel contact list for kickoff meeting	
Network Design Engineer	Develops initial design and infrastructure spreadsheet for Initial Deployment Area	Provides meter coordinates and asset information to Landis+Gyr as available	Field Services
Sales / Distributor	Conducts 1132-meter programming software training	Attends training	Meter Engineer
	Creates meter programs	Defines meter functional requirements	
	Obtains equipment and services POs	Provides equipment and services POs	

3.2 Planning Stage

In the Plan Phase, the project team prepares for project execution, including formally documenting and achieving agreement with Customer on the final requirements, final system design, and the baseline schedule. Landis+Gyr will also conduct workshops on configurations and integrations to be performed, all site surveys, and formal training.

The key deliverables and activities for this stage follow.

Table 4. Planning Stage Deliverables

Deliverables	Lead	Support
Project Kick-Off Meeting	Landis+Gyr	Customer
Project Management Plans including Project Schedule, Resource Plan, Materials Plan, Communications Plan, and Initial Risks	Landis+Gyr	Customer
Documentation from kickoff meeting	Landis+Gyr	Customer
Delivery of water endpoints for initial implementation	Landis+Gyr	Customer
Integration Workshop, Integration Scope, and Plan	Landis+Gyr	Customer
Online 2-way water implementation training	Landis+Gyr	Customer

Table 5. Planning Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Program Manager / Landis+Gyr Project Team	Develops schedule, established weekly status update meeting	Coordinates with Landis+Gyr PM, attends weekly meetings	Project Manager / Customer Project Team
	Leads project kickoff meeting	Confirms agenda, provides resources	
	Manages materials flows, including PCA meter delivery	Coordinates testing and validation of PCA meters and approves for production	
Solutions Integration Architect	Conduct workshops (2-way water) and System Acceptance Planning including test cases, as planned	Coordinates internal 2-way water testing, approves, and places materials orders	Project Manager Meter Shop
Technical Implementation Manager	Leads workshops on IT network configuration, integration planning, test planning	Provides input to workshops	Project Manager System Admin/ AMI Admin
Training	Conducts Implementing 2-way water training	Attends Implementing 2-way water training	Field Operations, Head End Operations

3.3 Execution and Control Stage

In the Execution and Control Phase, the PM actively manages and controls the project delivery according to the methods described in the Project Management Plans. The key activities and deliverables for this stage follow.

Table 6. Execution and Control Stage Deliverables

Deliverables	Lead	Support
Commissioning of water endpoints and ensuring "Normal" status in Command Center	Landis+Gyr	Customer
Integration scope and plan, including documentation from integration workshop, finalized integration scope, standard integration diagram, and test plan	Landis+Gyr	Customer
Onsite water pre-deployment workshop and limited field support for initial water module installations	Landis+Gyr	Customer
Testing and acceptance of the system	Customer	Landis+Gyr

Table 7. Execution and Control Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Technical Implementation Manager	Supports Field Tools installation	Install Field Tools	System/AMI Admin
	Configures Command Center and assists Customer with security tokens and system keys	Conducts security token and system key process	
	Leads IT network configuration	Participates in IT network configuration	
	Assists in testing and acceptance of the system, resolves technical issues as they arise	Leads testing effort and identifies issues as they arise	
	Conducts onsite water pre-deployment workshop and limited field support for initial water module installations	Provide technicians who have completed Landis+Gyr water training	
	Ensures up to 100 water endpoints are "Normal" and communicating in Command Center and supervises deployment activities	Installs water endpoints	

3.4 Closeout Stage

In this final phase, the project is prepared for internal Landis+Gyr closure and Customer is transitioned to Landis+Gyr Customer Operations as specified in Customer agreement.

Table 8. Closeout Stage Deliverables

Deliverables	Lead	Support
The PM issues Customer Satisfaction Survey to Customer	Landis+Gyr	Customer
The PM conducts the Customer closeout meeting, seeking written approval from Customer to make the transition	Landis+Gyr	Customer

Table 9. Execution and Control Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager	Conducts closeout, transitions customer to service desk	Accepts project by signing Self-Directed Customer (SDC) letter, attends transition meeting to service desk	Project Manager

4. Project Management

Our project implementation methodology is rooted in the principles of the internationally recognized Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Landis+Gyr Project and Program Managers are PMI certified as Project Management Professionals (PMPs), meaning each project leader has been trained in project management best practices and certified as project management experts.

4.1 Project Timeline

Project will start upon receipt of contract signature, all purchase orders, and resource availability. All deliverables associated with services will be completed in no more than 6 months from project start. If deliverables are not completed within 6 months, additional charges may apply depending on the reason for the delay. If desired, Customer may elect to extend delivery services at an additional cost. Such an extension will be managed through a formal project change process that will be mutually agreed upon by both Landis+Gyr and Customer.

The final project schedule will be mutually agreed upon by the end of the Planning Stage.

4.2 Resource Plan

The following tables outlines the expected resource requirements for Landis+Gyr and Customer by resource type:

Table 10. Landis+Gyr Resources

Resource Type	Responsibilities	Abbreviation
Landis+Gyr		
Senior Project Manager	Leads and manages project	PM
Technical Implementation Manager	Accountable for end-to-end implementation of technical solutions to meet customer requirements as well as consulting on technical domains including configuration, system performance monitoring, troubleshooting, defect resolution, and security	TIM
Technical Implementation Engineer	Assists overall project implementation by providing support in integration, business process development, troubleshooting, resolution of defects, and provides supplemental training in system operation and maintenance	TIE
Network Design Engineer	Responsible for high-level and detailed RF design of the required network infrastructure within the Customer's territory.	NDE
Solution Integration Architect	Provides overall strategic consulting on various existing and future technical solutions to solve customer business challenges Provides guidance for implementing all interconnected systems and the data flows between each system	SIA

Table 11. Proposed Customer Resources

Resource Type	Responsibilities	Abbreviation
Customer		
Project Manager	Leads and manages project	PM
Field Services Leads/Technicians	Assist in network installation/surveys and troubleshooting backhaul issues. Additionally, Field Services will be responsible for analysis, coordination, and execution of maintenance activities relating to the RF Network (Two-way Network devices, Meters, and Telecommunications) once the system is implemented.	Field Services
Meter Shop Lead	Representative for leading testing of meters before putting in field	Meter Shop
System Administrator	Effective provisioning, installation/configuration, operation, and maintenance of systems hardware and software and related infrastructure. This individual ensures that system hardware, operating systems, software systems, and related procedures adhere to organizational values, enabling staff, volunteers, and Partners	System Admin
Database Administrator	Perform database administration (DBA) activities for the AMI environments; monitors the head end and analyzes data; resolves discrepancies; generates / builds reporting for end users	Database Admin

4.3 Remote or On-Site Support

The work defined within this agreement which will be provided by Landis+Gyr to Customer will be fully remote, except for:

1. Installation & Commissioning (Water) – TIM onsite for one week

For remote support provided by Landis+Gyr, Customer must provide adequate remote access for delivery of services described in this statement of work. Landis+Gyr will coordinate with Customer to discuss level of access required and test connectivity within the Planning Stage of agreement.

4.4 Change Management Process

The Change Management Process is intended to set expectations on how the changes will be managed, what defines a change, the purpose and role of the change control board, and the overall change management process.

Depending on the extent and type of proposed changes, changes to project documentation and the communication of these changes will be required to include any approved changes into the project plan and ensure all stakeholders are notified. Types of changes include:

- Scheduling Changes: changes which will impact on the approved project schedule
- Financial Changes: changes which will impact on the approved project budget
- Scope Changes: changes which are necessary and impact on the project's scope which may be the result of unforeseen requirements not considered during the Planning Stage

The Landis+Gyr Project Manager must ensure that any approved changes are communicated to the project stakeholders. Additionally, as changes are approved, the Project Manager must ensure that the changes are captured in the project documentation where necessary. These document updates must then be communicated to the project team and stakeholders as well.

4.5 Change Process Steps

- 1) Identify a needed change; Change Requestor will submit written change request to the Landis+Gyr Project Manager
- 2) Project Manager logs change in Landis+Gyr Project and Portfolio Management Tool (Project and Portfolio Management System- Daptiv)
- 3) Perform project review and impact analysis- Landis+Gyr Project Manager evaluates the change conducting a preliminary analysis on the impact of the change to risk, budget, schedule, and scope and seeks clarification from team members and the change requestor. If the change is within the approval authority of the Project Manager, he provides disposition of the change. Otherwise, the Project Manager works with both Landis+Gyr Project Management office and Customer Project Manager with the preliminary analysis
- 4) Disposition of Change Request- Customer Project Manager and Landis+Gyr Project Manager will discuss the proposed change and decide whether it will be approved based on all submitted information.
- 5) Implementation of Approved Changes- If a change is approved by the Customer Project Manager and/or Customer Sponsor and applicable Landis+Gyr project leadership, the Project Manager will update and re-baseline project documentation as necessary. This includes SOW, Schedule, and Pricing.

4.6 Change Management Responsibilities

Landis+Gyr will:

- Log all requests for change.
- Seek clarification from change requestors.
- Evaluate changes for risk, cost, schedule, and scope.
- Process requests for change at the Project level.
- Provide feedback to change requestors.
- Document changes.

Customer will:

- Request changes through Landis+Gyr.
- Seek clarification from change requestors.
- Support provision of contractual changes as needed to document changes prior to execution.
- Approve the change.

5. Pricing.

- 5.1 The following table represents Products and Services for the proposed solution.

Item	Quantity	Unit Price	Extended Price
Project Delivery Services			
Water AMI Project Delivery Services	1	\$59,800.00	\$59,800.00
Training: IMPLEMENTING 2-WAY WATER - 1 Day (On-Site)	1	\$4,500.00	\$4,500.00
		Total	\$64,300.00

5.2 Clarifications

Services and Training

1. Project Delivery Services pricing is based on services being provided by Landis+Gyr for a period of up to six (6) months, beginning at contract execution and receipt of purchase orders. At a high level, these Project Delivery Services include Project Management, Endpoint Configuration Support, Network Design Support, Technical Implementation Support, and Integration Support.
2. Network equipment (Network Gateway and Router) installation water endpoint installation are not within the scope of Landis+Gyr's offering. It is assumed installation is the responsibility of Customer or a third party contracted by Customer.
3. Training is required prior to deployment, and includes:
 - 1 training course for Implementing Two-Way Water Meters – one day onsite
4. Pricing for online training is per log-in/registration.
5. Training assumes one days of on-site training at a Customer facility for up to 12 students. Additional seats are available for \$250.00 per seat.

\$4,400,000

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

Dated

December 20, 2024

By and Between the

NEW MEXICO FINANCE AUTHORITY,

and the

CITY OF TRUTH OR CONSEQUENCES

**Sierra County, New Mexico,
as Borrower/Grantee.**

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated December 20, 2024, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF TRUTH OR CONSEQUENCES** in Sierra County, New Mexico, (the "Borrower/Grantee").

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 municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

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

WHEREAS, pursuant to the Act, Board Rules and the Policies, the CIB authorizes the NMFA to make loans/grants to Qualified Entities from the Fund for recommended Qualified Projects; and

WHEREAS, the Borrower/Grantee submitted an application dated March 1, 2024 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 16, 2024, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer this Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 27, 2024; and

WHEREAS, the joint utility revenues originally approved on June 27, 2024, as pledged revenues, have since then changed to now be revenues of the Borrower/Grantee received pursuant to the Tax Ordinance as discussed during the NMFA Board meeting on October 31, 2024; and

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

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

WHEREAS, pursuant to the Board Rules and the Policies, the Borrower/Grantee will receive ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee and grant a subordinate lien (but not an exclusive subordinate lien) to the NMFA on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of Senior Obligations provided that the lien on the Pledged Revenues of any future loans from the NMFA to the Borrower/Grantee pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

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

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

ARTICLE I DEFINITIONS

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

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

“Application” means the Colonias Infrastructure Project Fund Application for Funding dated March 1, 2024, of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

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

“Board Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

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

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of Truth or Consequences.

“Conditions” means (1) all readiness to proceed requirements established for the Loan/Grant by the NMFA and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies; and (5) the plans and specifications for the Project have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications.

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

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees, and Eligible Project Management Fees.

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

"Eligible Project Management Fees" means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project in an amount up to ten percent (10%) of the Loan/Grant Amount.

"Event of Default" means one or more events of default as defined in Section 9.1 of this Agreement.

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

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 4.4 of this Agreement.

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

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

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

"Governing Body" means the City Commission of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall equal 90% of the amount disbursed during the Interim Period not to exceed three million nine hundred sixty thousand dollars (\$3,960,000).

"Hardship Waiver" means a determination by the NMFA pursuant to Section 4.1(a)(ii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

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

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "C" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "C".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 4.4 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project and shall not equal more than four hundred forty thousand dollars (\$440,000).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period partially as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than four million four hundred thousand dollars (\$4,400,000).

"Loan Payments" means, collectively, the Principal Component and interest, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "C" hereto.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is four hundred forty thousand dollars (\$440,000).

"NMAC" means the New Mexico Administrative Code.

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

"Parity Subordinate Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with this Agreement and subordinate to Senior Obligations, as shown on the Term Sheet.

"Pledged Revenues" means the revenues received by the Borrower/Grantee pursuant to the Tax Ordinance which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “C” attached hereto.

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

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

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means the Borrower/Grantee Resolution No. 21 24/25 adopted by the Governing Body on November 13, 2024, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

“Senior Obligations” means the senior obligations now outstanding or hereafter issued with a superior lien on the Pledged Revenues to Parity Subordinate Obligations, and meeting the requirements of this Agreement applicable to the issuance of Senior Obligations, including any such obligations shown on the Term Sheet.

“State” means the State of New Mexico.

“Tax Ordinance” means the Borrower/Grantee’s Ordinance No. 389 adopted on March 26, 1992, with an effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to this Agreement and the Resolution, as described in the Term Sheet.

“Term Sheet” means Exhibit “A” attached to this Agreement.

"Useful Life" means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is twenty (20) years.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE BORROWER/GRANTEE

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified Entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee, the Colonia and the public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed twenty (20) years.

(e) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the proceeds of the Loan/Grant Amount shall be distributed pro rata as the Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Local Match and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(f) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Payments as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 4.1(a)(ii) of this Agreement. The Loan Payments shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(h) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and Conditions in this Agreement and the other documents related to the transaction; nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(i) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for payment of this Agreement, including the Resolution, shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest that has been repaid, or provision made for payment thereof, shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(j) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction.

(k) Agency Approval. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(l) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement or the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(m) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or future Project-related expenses of the Borrower/Grantee.

(n) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another Political Subdivision of the State, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the CIB and NMFA.

(o) Budgeting of Pledged Revenues. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(p) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project so long as this Loan/Grant Agreement is outstanding ; provided, however, that if the Project is a joint project of the Borrower/Grantee and other Qualified Entities (as defined by the Act), the Borrower/Grantee and the other Qualified Entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the NMFA shall have the power to enforce the terms of this Agreement, without qualification, as to each and every Qualified Entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(q) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(r) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(s) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, and in the event that the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14 does not apply, conduct an audit of the Project's financial records if requested by the CIB or the NMFA and provide any and all other information and access to the Project as requested by the CIB or the NMFA.

(t) Acquisition and Completion. The Borrower/Grantee shall proceed expeditiously to complete the Project and shall commence the Project in a commercially reasonable timeframe following the Closing Date. Further, the Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition, operation, maintenance and completion of the Project and use of the Loan/Grant proceeds. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by all entities required by the CIB or NMFA in their sole discretion to approve such plans and specifications prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(u) Use of Loan/Grant Proceeds for Construction; Other Qualified Entities The Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, installed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the NMFA and shall include an express statement by such other Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

(v) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match, as provided by the Borrower/Grantee's Resolution No. 33 23/24 adopted on February 14, 2024, has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the NMFA.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended, and upon request, provide the NMFA with a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Executive Order 2013-006 Requirements. The Borrower/Grantee has and will meet the requirements of Executive Order 2013-006 prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the CIB.

(y) Additional Debt. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenues that is senior to or on parity with this Agreement, the Borrower/Grantee will seek the written consent of the NMFA, which consent will not be unreasonably withheld. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenue subordinate to this Agreement or a lien on any revenues of the Borrower/Grantee other than the Pledged Revenues, the Borrower/Grantee will notify the NMFA in writing of such indebtedness.

(z) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: (a) submission and acceptance of a completed Form of Certificate of Completion, Exhibit "D", and repayment of the Loan Amount and interest or (b) the exercise by the NMFA to terminate the Agreement pursuant to an Event of Default as outlined in Section IX of this Agreement.

ARTICLE IV LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS

Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the NMFA, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "C" of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

(i) Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments shall be subordinate to all Senior Obligations secured by the Pledged Revenues and shall be on parity with any Parity Subordinate Obligations existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues. The obligation of the Borrower/Grantee to make the Loan Payments shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the NMFA pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended.

(ii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable hardship, the Borrower/Grantee may apply in writing on or before April 1st to the NMFA for forgiveness of the annual Loan Payment coming due on June 1 of the same year. The Borrower/Grantee shall submit its application to the NMFA for a determination by the NMFA, in cooperation with DFA, and shall submit sufficient documentation of the existence of the

unforeseeable hardship as is reasonably required by the NMFA, in cooperation with DFA, to make a determination. The Borrower/Grantee shall promptly respond to additional requests for information from the NMFA or DFA. Such application for a Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. The NMFA shall communicate the decision to the Borrower/Grantee in writing. In the event of a determination of unforeseeable hardship, the Loan Payment otherwise due on June 1 of that year shall be forgiven. If no unforeseeable hardship is found to exist, the Loan Payment shall remain outstanding and due and payable in accordance with the terms of this Agreement.

(iii) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the CIB, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b) Grant to the Borrower/Grantee. The CIB has granted to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the NMFA and the CIB an amount equal to the Grant Amount subject to the terms of this Agreement.

(c) Project Account. The NMFA may establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the NMFA may be invested by the NMFA for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

Section 4.4 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

ARTICLE V LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the payment of any requisition of the Loan/Grant Amount or any portion thereof by the NMFA from the Fund, the following conditions shall be satisfied:

(a) The NMFA shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications and the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to, easements, rights of way, or permits on the real property upon or through which the Project is to be [designed] installed, constructed, located, completed or extended; and

(c) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(d) No Event of Default has occurred; and

(e) The Borrower/Grantee shall have provided any other information requested by the NMFA in its absolute discretion including documentation sufficient to make a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, installation, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the NMFA in its sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the NMFA. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the NMFA and the CIB may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the NMFA and the CIB may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the NMFA and the CIB harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.

Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof,

without the approval of the NMFA to reimburse any expenditure made prior to the approval date of the award by the NMFA Board.

Section 5.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA, substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, that the Project has been completed. No portion of the Loan/Grant Amount shall be disbursed after the expiration of the Interim Period.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the NMFA shall transfer the amounts remaining on deposit in the Project Account, if any, to such other fund permitted by law. Upon such entry, the pledge of the Project Account, if any, established in this Agreement shall terminate.

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Senior Obligations and Parity Subordinate Obligations, the Borrower/Grantee does hereby grant a security interest in and a subordinate lien (but not an exclusive subordinate lien) on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of the Senior Obligations and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all Senior Obligations pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (provided that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the NMFA pursuant to the Act or the Water Project Finance Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments at the time and in the manner contemplated by this Agreement, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the 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. The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in annual installments of principal payable on June 1 after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 10.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 NMFA's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the NMFA agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the NMFA no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII ADMINISTRATION

Section 7.1 Borrower/Grantee Reporting to the NMFA. The Borrower/Grantee shall provide the NMFA with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the NMFA, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on March 31, 2025, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion certificate required by Section 5.5 hereof, the NMFA shall determine, by reference to the Project Account, if any, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the NMFA to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and carrying out the intention hereof.

Section 7.4 Representatives of the NMFA or of Borrower/Grantee. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee, or the NMFA is required to take some action at the request of any of them, such approval or such request shall be given for the NMFA or for the Borrower/Grantee, by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.5 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in

accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 7.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin;

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended; and

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 7.7 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the Little Miller Act. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be used as authorized by law.

ARTICLE VIII INSURANCE; NON-LIABILITY OF THE NMFA AND CIB

Section 8.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the NMFA as additional insureds with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualified Entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

Section 8.2 Non-Liability of the NMFA and the CIB.

(a) The NMFA and the CIB shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) The NMFA and the CIB shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA and the CIB harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA and the CIB harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA or the CIB, shall defend the NMFA or the CIB, as applicable, in any such action or proceeding.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable; or

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the NMFA, unless the NMFA shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the NMFA but cannot be cured within the applicable thirty (30) day period, the NMFA will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 9.1(b) during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect in the sole discretion of the NMFA; or

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debt as they become due or is generally not paying its debt as such debt become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests; or

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the NMFA may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the NMFA;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues;

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the NMFA for any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 9.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the NMFA to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5 Waivers of Events of Default. The NMFA may, in its discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the NMFA in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof, and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided,

however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE X MISCELLANEOUS

Section 10.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Truth or Consequences
Attn.: City Manager
505 Sims Street
Truth or Consequences, New Mexico 87901

If to the NMFA, to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Borrower/Grantee or the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the NMFA and the Borrower/Grantee and their respective successors and assigns, if any.

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Borrower/Grantee on the Effective Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Effective Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 10.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA

or the CIB, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee, the CIB or of the NMFA is hereby expressly waived and released by the Borrower/Grantee, the CIB and the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as amended, the venue for any proceedings or any other action or procedure against the NMFA shall be in Santa Fe County.

Section 10.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.10 Application of Act and Board Rules. The NMFA and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and the Board Rules are incorporated into this Agreement by reference.

Section 10.11 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

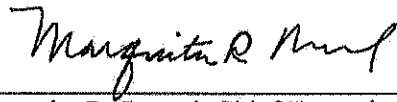
[Signature pages follow.]

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the NMFA, has executed this Agreement, which was approved by the CIB on May 16, 2024, and by the NMFA's Board of Directors on June 27, 2024, in its corporate name by its duly Authorized Officer; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

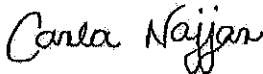
NMFA:

NEW MEXICO FINANCE AUTHORITY

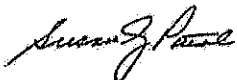
By 
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the
New Mexico Finance Authority:

VIRTUE & NAJJAR, PC
As Loan/Grant Counsel

By: 
Carla R. Najjar

Approved for Execution by Officers of the
New Mexico Finance Authority:

By: 
Susan G. Pittard, Associate Counsel

BORROWER/GRANTEE:

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: 
Rolf Hechler, Mayor



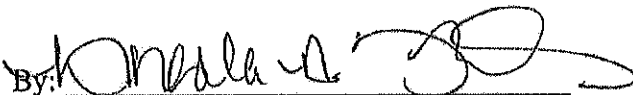
By: 
Angela A. Torres, City Clerk-Treasurer

EXHIBIT "A"

TERM SHEET

**\$4,400,000 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE CITY
OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**

Project Description:	The Project is infrastructure development in accordance with the Act consisting of improvements to a water system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as the design and construction or replacement of waterlines within the Borrower/Grantee's distribution system and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	\$3,960,000
Loan Amount:	\$440,000
Interest Component:	0%
Pledged Revenues:	Revenues received by the Borrower/Grantee's under the Tax Ordinance, being revenues of the Borrower/Grantee's Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments
Outstanding Senior Obligations for Pledged Revenues:	None.
Outstanding Parity Subordinate Obligations for Pledged Revenues:	NMFA Loan CIF-6442
Authorizing Legislation:	Borrower/Grantee Resolution No. 21 24/25, adopted on November 13, 2024
Local Match:	\$440,000, as calculated pursuant to Section 2.3 of the Policies

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Closing Date: December 20, 2024

Project Account Deposit: \$4,400,000

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:

Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk-Treasurer of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk-Treasurer of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant:

Verification of complete and approved plans/specification prior to disbursement of construction funds; and all Conditions defined in the Agreement.

EXHIBIT "B"

**FORM OF REQUISITION
(Colonias Infrastructure Project Fund)**

RE: \$4,400,000 Loan/Grant Agreement by and between the New Mexico Finance Authority and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement").

Loan/Grant No. CIF-6441 Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

You are hereby authorized to disburse from the Project Account – City of Truth or Consequences with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____

PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

Vendor Name _____

Total Amount \$ _____ Invoice No.(s) _____

Purpose of Payment _____

Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL REQUIRED MATCH: \$440,000

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the NMFA pursuant to the Colonias Infrastructure Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Project Account – City of Truth or Consequences, New Mexico. All representations contained in the Agreement, the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set by the Colonias Infrastructure Board ("CIB").

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved by all entities required by the CIB and the New Mexico Finance Authority in their sole discretion to approve such plans and specifications, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

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EXHIBIT "C"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty.

SOURCES AND USES OF FUNDS

City of Truth or Consequences
Water-Wastewater Replacement

<i>Sources:</i>	<i>Waterline Replace, CIF-6441</i>	<i>WWTP Bar Screen Replace, CIF-6442</i>	<i>Total</i>
Bond Proceeds:			
Par Amount	440,000.00	30,540.00	470,540.00
Other Sources of Funds:			
CIF Grant Funds	3,960,000.00	274,860.00	4,234,860.00
	4,400,000.00	305,400.00	4,705,400.00
<i>Uses:</i>	<i>Waterline Replace, CIF-6441</i>	<i>WWTP Bar Screen Replace, CIF-6442</i>	<i>Total</i>
Project Fund Deposits:			
Project Fund	4,400,000.00	305,400.00	4,705,400.00
	4,400,000.00	305,400.00	4,705,400.00

BOND SUMMARY STATISTICS**City of Truth or Consequences
Water-Wastewater Replacement**

	<i>Waterline Replace, CIF-6441</i>	<i>WWTP Bar Serosu Replace, CIF-6442</i>	<i>Aggregate</i>
Dated Date	12/20/2024	12/20/2024	12/20/2024
Delivery Date	12/20/2024	12/20/2024	12/20/2024
Last Maturity	06/01/2046	06/01/2046	06/01/2046
Arbitrage Yield	0.249877%	0.249877%	0.249877%
True Interest Cost (TIC)	0.249876%	0.249895%	0.249877%
Net Interest Cost (NIC)	0.250001%	0.250020%	0.250002%
All-In TIC	0.249876%	0.249895%	0.249877%
Average Coupon	0.250001%	0.250020%	0.250002%
Average Life (years)	12.065	12.065	12.065
Duration of Issue (years)	11.858	11.858	11.858
Par Amount	440,000.00	30,540.00	470,540.00
Bond Proceeds	440,000.00	30,540.00	470,540.00
Total Interest	13,271.36	921.21	14,192.57
Net Interest	13,271.36	921.21	14,192.57
Total Debt Service	453,271.36	31,461.21	484,732.57
Maximum Annual Debt Service	22,664.00	1,573.60	24,237.60
Average Annual Debt Service	21,134.27	1,466.91	22,601.18
Underwriter's Fees (per \$1000)			
Average Takedown			
Other Fee			
Total Underwriter's Discount			
Bid Price	100.000000	100.000000	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Loan Component	470,540.00	100.000	0.250%	12.065
	470,540.00			12.065

BOND SUMMARY STATISTICS**City of Truth or Consequences
Water-Wastewater Replacement**

	TIC	All-In TIC	Arbitrage Yield
Par Value	470,540.00	470,540.00	470,540.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	470,540.00	470,540.00	470,540.00
Target Date	12/20/2024	12/20/2024	12/20/2024
Yield	0.249877%	0.249877%	0.249877%

BOND DEBT SERVICE**City of Truth or Consequences
Water-Wastewater Replacement**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2027	21,358	0.250%	2,878.79	24,236.79
06/01/2028	23,113	0.250%	1,122.96	24,235.96
06/01/2029	23,171	0.250%	1,065.18	24,236.18
06/01/2030	23,230	0.250%	1,007.26	24,237.26
06/01/2031	23,288	0.250%	949.16	24,237.16
06/01/2032	23,345	0.250%	890.94	24,235.94
06/01/2033	23,404	0.250%	832.60	24,236.60
06/01/2034	23,463	0.250%	774.08	24,237.08
06/01/2035	23,522	0.250%	715.42	24,237.42
06/01/2036	23,580	0.250%	656.62	24,236.62
06/01/2037	23,639	0.250%	597.68	24,236.68
06/01/2038	23,698	0.250%	538.58	24,236.58
06/01/2039	23,757	0.250%	479.34	24,236.34
06/01/2040	23,817	0.250%	419.94	24,236.94
06/01/2041	23,877	0.250%	360.40	24,237.40
06/01/2042	23,936	0.250%	300.70	24,236.70
06/01/2043	23,995	0.250%	240.86	24,235.86
06/01/2044	24,055	0.250%	180.88	24,235.88
06/01/2045	24,116	0.250%	120.74	24,236.74
06/01/2046	24,176	0.250%	60.44	24,236.44
	470,540		14,192.57	484,732.57

DETAILED BOND DEBT SERVICE

City of Truth or Consequences
Waterline Replace, CIF-6441

Loan Component (LOAN)

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2027	19,972	0.250%	2,691.94	22,663.94
06/01/2028	21,613	0.250%	1,050.08	22,663.08
06/01/2029	21,667	0.250%	996.04	22,663.04
06/01/2030	21,722	0.250%	941.88	22,663.88
06/01/2031	21,776	0.250%	887.56	22,663.56
06/01/2032	21,830	0.250%	833.12	22,663.12
06/01/2033	21,885	0.250%	778.56	22,663.56
06/01/2034	21,940	0.250%	723.84	22,663.84
06/01/2035	21,995	0.250%	668.98	22,663.98
06/01/2036	22,050	0.250%	614.00	22,664.00
06/01/2037	22,105	0.250%	558.88	22,663.88
06/01/2038	22,160	0.250%	503.62	22,663.62
06/01/2039	22,215	0.250%	448.22	22,663.22
06/01/2040	22,271	0.250%	392.68	22,663.68
06/01/2041	22,327	0.250%	337.00	22,664.00
06/01/2042	22,382	0.250%	281.18	22,663.18
06/01/2043	22,438	0.250%	225.22	22,663.22
06/01/2044	22,494	0.250%	169.14	22,663.14
06/01/2045	22,551	0.250%	112.90	22,663.90
06/01/2046	22,607	0.250%	56.52	22,663.52
	440,000		13,271.36	453,271.36

UNIVERSAL BOND SOLUTION

City of Truth or Consequences Water-Wastewater Replacement Universal Bond Solution Component

<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>
06/01/2025					247,412	247,412	
06/01/2026					247,412	247,412	
06/01/2027	21,358	24,237	90,633	114,870	247,412	132,542	215.38%
06/01/2028	23,113	24,236	83,800	108,036	247,412	139,376	229.01%
06/01/2029	23,171	24,236	83,600	107,836	247,412	139,576	229.43%
06/01/2030	23,230	24,237	83,400	107,637	247,412	139,775	229.86%
06/01/2031	23,288	24,237	83,200	107,437	247,412	139,975	230.29%
06/01/2032	23,345	24,236	83,000	107,236	247,412	140,176	230.72%
06/01/2033	23,404	24,237	82,800	107,037	247,412	140,375	231.15%
06/01/2034	23,463	24,237	82,600	106,837	247,412	140,575	231.58%
06/01/2035	23,522	24,237	82,400	106,637	247,412	140,775	232.01%
06/01/2036	23,580	24,237	82,200	106,437	247,412	140,975	232.45%
06/01/2037	23,639	24,237	82,000	106,237	247,412	141,175	232.89%
06/01/2038	23,698	24,237	81,800	106,037	247,412	141,375	233.33%
06/01/2039	23,757	24,236	81,600	105,836	247,412	141,576	233.77%
06/01/2040	23,817	24,237	81,400	105,637	247,412	141,775	234.21%
06/01/2041	23,877	24,237	81,200	105,437	247,412	141,975	234.65%
06/01/2042	23,936	24,237	81,000	105,237	247,412	142,175	235.10%
06/01/2043	23,995	24,236	80,800	105,036	247,412	142,376	235.55%
06/01/2044	24,055	24,236	80,600	104,836	247,412	142,576	236.00%
06/01/2045	24,116	24,237	80,400	104,637	247,412	142,775	236.45%
06/01/2046	24,176	24,236	80,200	104,436	247,412	142,976	236.90%
	470,540	484,733	1,648,633	2,133,366	5,443,064	3,309,698	

EXHIBIT "D"

**COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient: City of Truth or Consequences Contact Name: _____ Title: _____ Email Address: _____	Project Number: CIF-6441 Project Name: T or C Waterline Replacement Project Type: Water Infrastructure Project - Design and construct
Reporting Period: From _____ To _____ ☐ Quarterly Project Report: ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ Final Project Report ☐ Other _____	
CIF Funding Expiration: _____ Total CIF Award: \$4,400,000 Current Balance: \$ _____ Loan 90% Grant 10% Match \$440,000 Expected CIF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: ☐ Planning ☐ Design ☐ Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? ☐ Yes ☐ No	
Briefly Describe Project Progress During This Reporting Period: 	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved: 	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period: 	
Authorized Officer PRINT NAME: _____ PRINT TITLE: _____	
SIGNATURE: _____	Date: _____

**All fields must be completed*

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$4,400,000 Loan/Grant Agreement by and between the NMFA and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. CIF-6441

Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024
2. Resolution No. 21 24/25 adopted on November 13, 2024, Notice of Meeting, Meeting Agenda, and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate of Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.3

SUBJECT: Discussion/Update 2026 Colonias Infrastructure Fund Application Cycle

DEPARTMENT: Community Development

DATE SUBMITTED: January 9, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

2026 Colonias application cycle is opened Jan 5-16. Staff will discuss project(s) for notice of intent to submit an application.

Recommendation:

Update only

Attachments:

- 2026 Colonias Application Timeline
- Notice of Intent Application

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-16-26

Colonias Infrastructure Board

2026 Colonias Infrastructure Fund Application Cycle Timeline

Date*	Activity	Task
2025		
July 8	CIB 2025 Award Training (Virtual)	Afternoon Training
August 8	2025 CIB Compliance deadline	Deadline to meet regulatory compliance for 2025 2 nd iteration funding consideration
September 18	Colonias Board Meeting – Santa Fe	- Board Business 2025 2nd Iteration Award 2026 Application Timeline
October 31	2025 Funding Cycle – RTP deadline	Deadline to submit RTP items for securing funding in 2025 cycle.
December 4	Colonias Board Meeting – Santa Fe 10:00 am	Board Business
2026		
<i>2026 Legislative Session (January 20 – February 20, 2026)</i>		
January 5-16	Notice of Intent Period	Applicant Notice of Intent to Apply due to Colonias@nmfa.net
January 21	2026 CIB Application Training (Virtual)	Virtual
January 26	2026 Application <u>OPENS</u>	Online Application <u>Opens</u> January 26, 2026
February 16	2025 CIB RTP deadline	RTP deadline for 2025 2 nd Iteration
March 3	Colonias Board Meeting – Santa Fe 10:00 am	Board Business
March 5	2026 Application <u>CLOSES</u>	Online Application <u>Closes</u> March 5, 2026, 3:00 pm
March 9-18	Application Evaluations	Legal Review; Application Completeness; Compliance
March 26	Non-compliance Notifications	Applicants notified of non-compliance issues
April 6	Policy & Regulatory Compliance Deadlines; Waiver Request Deadlines	<u>DEADLINE</u> to meet regulatory and policy compliance requirements <u>DEADLINE</u> to submit waiver request
April 28-29	Colonias Board Meeting – Ruidoso/Ruidoso Downs TBD 10:00 am	Board Business Waiver Requests Consideration Project Presentations

Date*	Activity	Task
May 14	Colonias Board Meeting – Cloudcroft 10:00 am	• Final funding recommendations to NMFA Board of Directors • SBOF Certification
<i>June 25</i>	<i>NMFA Board Meeting</i>	<i>Final Approval of CIB Awards Financial Package</i>
June 30	Award/Readiness to Proceed	Send award letters outlining Readiness to Proceed (“RTP”) items required to secure funding.
July TBD	CIB Award Training	TBD
Sept 2026	Colonias Board Meeting – Santa Fe	• Board Business
October 31, 2026	RTP Deadline	<u>DEADLINE</u> to submit RTP items for securing the funding

****Please Note: Dates are subject to change.***

NOTICE OF INTENT TO APPLY FOR 2026 COLONIAS INFRASTRUCTURE BOARD FUNDING

This Notice of Intent (“NOI”) serves as 1) notification of the Applicant’s desire to apply for Colonias Infrastructure Board (“CIB”) funding for the 2026 cycle, and 2) the initial step of the registration process to access the New Mexico Finance Authority’s (“NMFA”) online application and account system, EnABLE™ (“EnABLE”) for CIB funding. CIB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants may be requested through Colonias@nmfa.net.

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultants to use EnABLE, along with an assigned User name and temporary Password. To access EnABLE, a user will be asked to submit a correct User name and Password, as well as acknowledge certain terms of use.

I. APPLICANT INFORMATION:

Applicant Name:			
Mailing Address:			
Street Address:			
City:	State:	Zip:	
County:	Phone:		
Email:			

BENEFITTING COLONIA(S):

APPLICANT LEGAL ENTITY TYPE (Check One):

	Authority (specify):
	Municipal or County Government
	Mutual Domestic/Sanitary Projects Act Entity
	Special District (specify):
	Other (specify):

APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users)		
Name:	Title:	
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System)		
Name:	Title:	
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

Consultant Authorized to Access EnABLE Application System		
Name:	Title:	
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

Consultant Authorized to Access EnABLE Application System		
Name:	Title:	
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

II. PROJECT INFORMATION

Project Name:
Amount Requested:
<i>Note: Per CIB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2026 cycle is estimated to be approximately \$80 million, therefore, the 15% cap for the 2026 cycle is approximately \$12 million.</i>

Project Type – Check One That Applies

- ☐ Water Infrastructure
- ☐ Wastewater Infrastructure
- ☐ Roads/Drainage
- ☐ Flood Prevention
- ☐ Solid Waste
- ☐ Housing Infrastructure (see Section IV)

III. PROJECT DESCRIPTION

Please provide the Project Location, the Scope of Work to be completed with the requested funding, the phase or phases to be funded, and a brief description of the Project Goal.

Project Location: _____

Scope of Work: ☐ Planning ☐ Design ☐ Construction [Check all that apply]

Phase or Phases to be Funded: _____

Project Goal (35 words or less):

IV. HOUSING INFRASTRUCTURE PROJECT ELIGIBILITY (for Housing Infrastructure Projects only)

- A. Do you have a Housing Plan approved by the New Mexico Mortgage Finance Authority (MFA) that is compliant with the Affordable Housing Act?

Date of Approval or Expected Approval: _____

- B. Do you have an Ordinance allowing donation to affordable housing that has been adopted and approved by MFA and compliant with the Affordable Housing Act?

Date of Approval or Expected Approval: _____

V. DECLARATION OF PROJECT URGENCY

Section 1.1 of the Colonias Infrastructure Board Project Management Policies provides greater policy consideration to projects determined to be Urgent.

- Does your project meet any of the following definitions of Urgent Needs?
- Check yes or no.
- **Attach evidence of the urgency determination from a Cabinet Secretary or authorized designee if any are determined "yes".**

Regulatory Compliance: Projects that cure regulatory compliance issues cited by the New Mexico Environment Department.	☐ Yes	☐ No
Public Health Threats: Projects that address existing and imminent public health threats resulting from waterborne disease outbreak, wastewater treatment and inadequate water supply.	☐ Yes	☐ No
Safe Drinking Water Act Compliance: Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year.	☐ Yes	☐ No
Flood and Drainage: Projects that address issues resulting from non-existent, inadequate or poorly designed infrastructure causing health and safety issues.	☐ Yes	☐ No
Dam Safety: Projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition.	☐ Yes	☐ No
Governor's Emergency Declaration: Projects that address conditions declared an emergency by a Governor's Emergency Declaration?	☐ Yes	☐ No
Other: Projects that identify human health and safety concerns and overall degree of benefit to public health. Brief description and analysis of project need and benefit:	☐ Yes	☐ No
<i>For any box above checked 'Yes', you must attach evidence of the urgency determination from a Cabinet Secretary or authorized designee.</i>		

VI. APPLICATION RESOLUTION ADOPTION DATE: _____

PLEASE PROVIDE THE DATE of the Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Colonias Infrastructure Board. Please note that the resolution is due with the application on March 5, 2026.

VII. ACKNOWLEDGEMENT:

I have reviewed a copy of the **CIB Project Management Policies Revised and Restated as of September 15, 2022.**

I CERTIFY THAT:

- I have the authority to designate a Primary Contact who will be authorized to Submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: _____
**Highest Government Elected Official or
Legal Entity's Authorized Officer**

Print Title: _____
Print Name: _____
Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.4

SUBJECT: Discussion/Action: SJOA Emergency Funding Appropriation Grant Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: January 7, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

An application for emergency funding was submitted on behalf of the SJOA for repair of one of their walk-in Fridge/Freezer unit. Funding was awarded in the amount of \$36,710.00.

Recommendation:

Accept the Grant Agreement

Attachments:

- Grant Agreement
-

Fiscal Impact (Finance): Yes

Reimbursement Grant – City is the Fiscal Agent for the SJOA

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: 1-16-26



New Mexico Aging & Long-Term Services Department

Michelle Lujan Grisham, Governor
Emily Kaltenbach, Cabinet Secretary
Antoinette Vigil, Deputy Cabinet Secretary
Angelina Flores-Montoya, Deputy Cabinet Secretary

APPROPRIATION RECIPIENT:

Grantee: City of Truth or Consequences
Contact: Traci Alvarez, Asst. City Manager, talvarez@torcnm.org, 575.952.0565
Facility: Ken James Senior Center (SJOA)
Address: 360 West 4th Street, T or C, NM 87901

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>APPROPRIATION TERM DATE:</u>
A22G2019-G614	\$36,710.00	June 30, 2026

APPROPRIATION LANGUAGE

In Laws 2022 Chapter 53, Section 5, Paragraph 17 - \$1,000,000 was identified for FY2022 through FY2026 for emergency requests to plan, design, renovate, improve, equip, and furnish senior centers, including delivery and installation of building systems, purchase and installation of meals equipment, and purchase and equip vehicles for senior centers statewide.

CERTIFICATION

I hereby certify that City of T or C, Ken James Senior Center (SJOA),

1. Only the appropriated funds will be used for permissible purposes as described in the appropriation language.
2. Will comply with 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 (if applicable).
3. Ensures that the appropriated funds only benefit entities per applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Follow the procedure described in "Appropriation Reimbursement" to reimburse appropriated funds.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur before the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment for FY26 (July 1, 2025 – June 30, 2026) is June 30th, 2026. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include the completed Exhibit B: Final Report form to receive the final reimbursement.

/ Rolf Hechler - Mayor
Grantee Chief Elected Official Signature / Printed Name

12-23-2025
Date

AUTHORITY

The State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for the appropriation number.

A22G2019-G614 – Walk-in Fridge/Freezer Combo for the Ken James Senior Center.

ALTSD Designee signature

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.5

SUBJECT: Discussion/Action – Acceptance of the Water & Wastewater Cost of Service & Rate Design Study

DEPARTMENT: Community Development

DATE SUBMITTED: January 7, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Gary Whitehead

Summary/Background:

NewGen Strategies & Solutions presented to the City Commission on 10-8-2025. Final Draft of the Study is now complete. City Manager will give a brief overview of the previous presentation documents and recommended scenarios as presented and determine potential rate increase and implementation process to include public meetings

Recommendation:

Accept the Water & Wastewater Cost of Service Study

Attachments:

- NewGen PowerPoint Presentation from 10-8-2025
- Water and Wastewater Rate Comparisons for 2023 and 2024
- Final Draft - Water & Wastewater Cost of Service & Rate Design Study
- Meeting Minutes from 10/8/2025 New Gen Presentation

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-16-26



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

WATER & WASTEWATER COST OF SERVICE & RATE DESIGN STUDY

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



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AGENDA

1

- Purpose

2

- Revenue Requirement

3

- Test-Year & Capital Funding

4

- Water Rates

5

- Wastewater Rates

6

- Revenue Recovery from Proposed Rates

7

- Bill Comparisons

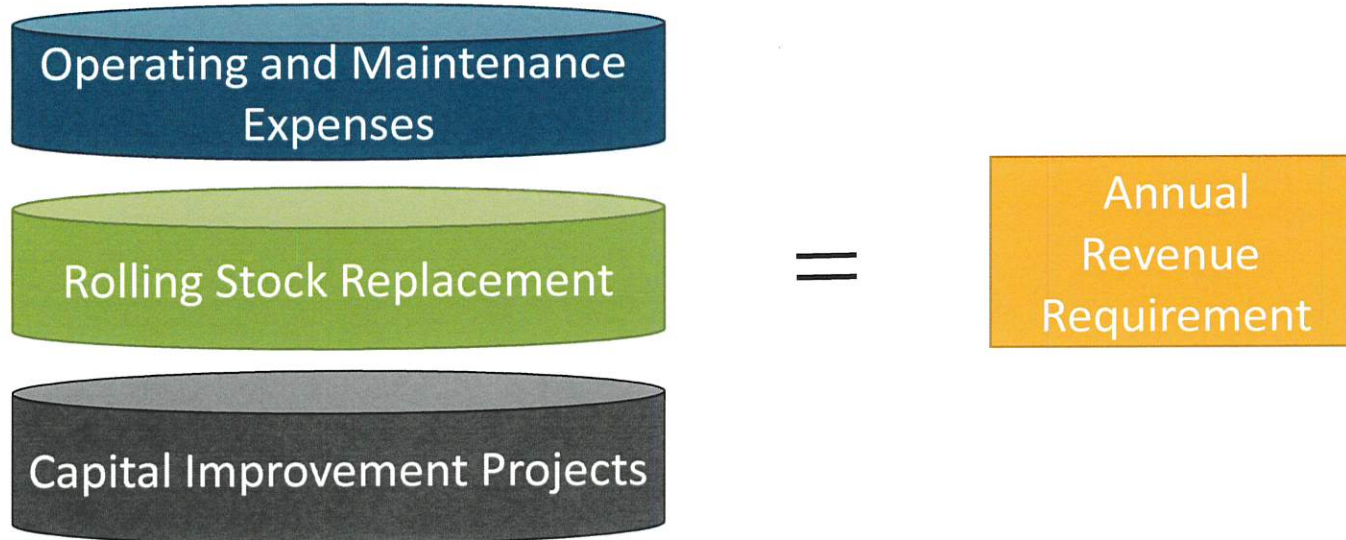
PURPOSE

PURPOSE OF ANALYSIS

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

REVENUE REQUIREMENT

WHAT IS THE REVENUE REQUIREMENT



TEST YEAR & CAPITAL FUNDING

TEST YEAR - WATER

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

Notes:

- Existing Debt broken out from transfer to general fund
- Service revenue to be calculated in revenue reconciliation

TEST YEAR - WASTEWATER

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

Notes:

- Existing Debt broken out from transfer to general fund
- Service revenue to be calculated in revenue reconciliation

WATER RATES

CURRENT RATES - WATER

Minimum Bill

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

Volumetric Rates

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

1. Minimum bill includes 2,000 gallons

2. Rate per 1,000 gallons

WASTEWATER RATES

CURRENT WASTEWATER RATES

Base Rate Structure

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

Volumetric Rate Structure

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

1. Rate per 1,000 gallons

REVENUE RECOVERY FROM PROPOSED RATES

PROPOSED RATE SCENARIOS - WATER

Under Current

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

Scenario 1

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

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

Scenario 2

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

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

METER EQUIVALENTS

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

WATER REVENUE RECOVERY – UNDER CURRENT

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

WATER REVENUE RECOVERY – SCENARIO 1

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

WATER REVENUE RECOVERY – SCENARIO 2

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

PROPOSED RATE SCENARIOS - WASTEWATER

Under Current

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

Scenario 1

Beginning in FY 2027 through FY 2029,

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

Scenario 2

Beginning in FY 2027 through FY 2029,

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

WASTEWATER REVENUE RECOVERY – UNDER CURRENT

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

WASTEWATER REVENUE RECOVERY – SCENARIO 1

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

WASTEWATER REVENUE RECOVERY – SCENARIO 2

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

BILL COMPARISON

SAMPLE BILL (WATER)

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

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

SAMPLE BILL (WASTEWATER)

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

FURTHER RECOMMENDATIONS

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





DISCUSSION

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2024 PUBLIC WATER and SEWER RATE SURVEY - DECEMBER 2023 RATES													N/A = Not Applicable or Not Reported		AWWA WATER AUDIT INFORMATION					
Publicly Owned Public Water Systems	County	RESIDENTIAL 6,000 Gal. WATER Rate/ Month Dec. 2023	COMMERCIAL 6,000 Gal. WATER Rate/ Month Dec. 2023	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER Water Rate/ Month Dec. 2023	COMMERCIAL 6,000 Gal. SEWER Water Rate/ Month Dec. 2023	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	Monthly WATER PRODUCTION JULY 2023 (gallons)	2023 Total Annual WATER PRODUCTION (MG)	2023 Average Annual WATER PRODUCTION (per Connection (gallons))	Did Not Complete AWWA water audit	Apparent Losses MG/YR	Real Losses MG/YR	Non-revenue water MG/YR	Data Validity Score (out of 100)			
Agua Fria Water Association	Santa Fe	\$56.52	N/A	334	0	N/A	N/A	0	0	1,680,419	15.32	45,868	x							
Alamogordo Domestic Water System	Otero	\$25.53	\$28.98	12,811	1,422	\$22.82	\$22.82	12,405	1,188	173,239,217	1,756.48	123,409	x							
Albuquerque Water System	Bernalillo	\$36.97	\$37.83	182,326	22,491	\$27.51	\$30.38	183,490	19,780	3,876,000,000	29,820	145,593		544,100	2276.4	3091.4	66			
Algodones WUA	Sandoval	\$37.49	N/A	47	0	N/A	N/A	0	0	1,945,150	11.76	250,213	x							
Anthony W&SD	Dona Ana	\$39.24	\$70.68	2,870	163	\$40.95	\$51.50	2,587	104	42,004,000	406.25	133,943	x							
Apple Orchard MDWCA	San Juan	\$67.42	N/A	148	0	N/A	N/A	0	0	802,000	7.92	53,514	x							
Artesia Municipal Water System	Eddy	\$10.02	\$21.52	4,532	712	\$13.48	\$13.48	4,267	468	220,659,093	1,909.29	364,090	x							
Aztec Domestic Water System	San Juan	\$38.59	\$43.14	2,754	376	\$43.91	\$46.87	2,287	280	39,600,000	336.68	107,565	x							
Big Mesa Water MDWCA	San Miguel	\$55.00	\$80.00	571	10	N/A	N/A	0	0	1,503,400	11.34	19,518	x							
Bosque Farms Water Supply System	Valencia	\$36.14	\$36.14	1,450	112	\$35.04	\$35.04	1,414	108	12,206,000	110.19	70,544	x							
Buckman Regional Water Treatment Plant	Santa Fe	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	249,800,000	1,754.90	N/A	x							
Canjilon Water System	Rio Arriba	\$44.10	\$125.00	187	3	N/A	N/A	0	0	537,614	9.00	47,368	x							
Canon MDWCA	Sandoval	\$76.65	\$76.65	132	6	N/A	N/A	0	0	535,719	5.66	41,014	x							
Canoncito At Apache Canyon@	Santa Fe	\$92.00	\$354.00	150	1	N/A	N/A	0	0	N/A	N/A	N/A	x							
Capitan Water System	Lincoln	\$36.61	\$36.61	758	72	\$17.00	\$56.67	218	55	9,237,840	72.39	87,217	x							
Chamberino MDWC & SA	Dona Ana	\$40.81	\$56.23	247	3	N/A	N/A	0	0	3,346,953	23.79	95,160	x							
Chamisal MDWCA	Taos	\$30.00	N/A	157	0	N/A	N/A	0	0	604,270	5.46	34,777	x							
Chapelle MDWCA	San Miguel	\$30.00	N/A	54	0	N/A	N/A	0	0	245,520	2.95	54,630	x							
Cimarron Water System	Colfax	\$40.93	\$103.60	481	119	\$23.03	\$34.07	336	119	1,449,756	13.28	22,133	x							
City Of Raton/Raton Water Works	Colfax	\$30.36	\$38.25	3,037	586	\$27.84	\$29.84	2,424	398	38,828,000	354.69	97,900		8,144	43,904	61,887	66			
Clayton Municipal Supply	Union	\$39.68	\$39.68	1,105	182	\$28.78	\$69.93	904	122	22,534,906	165.21	128,368	x							
Cloud Country Estates WUA	Otero	\$45.00	N/A	131	0	N/A	N/A	0	0	1,672,000	18.29	139,618	x							
Columbus Water System	Luna	\$33.37	\$38.82	761	66	\$17.00	\$37.33	761	66	16,578,267	151.87	183,640	x							
Cottonwood Water MDWCA	Eddy	\$54.89	\$62.81	620	35	N/A	N/A	0	0	8,717,018	70.96	108,336	x							
Coyote Creek Mutual Domestic WUA	Catron	\$140.00	N/A	40	0	N/A	N/A	0	0	53,065	0.50	12,500	x							
Coyote MDWCA	Rio Arriba	\$36.00	\$41.00	26	3	N/A	N/A	0	0	94,560	0.95	32,759	x							
Dona Ana MDWCA	Dona Ana	\$38.02	\$38.02	6,405	115	\$43.56	\$43.56	1,602	28	95,268,215	760.14	116,586	x							
Dora Water System	Roosevelt	\$30.00	\$30.00	47	13	N/A	N/A	0	0	1,038,200	9.10	151,667	x							
Dungan MDWCA	Otero	\$40.00	N/A	24	0	N/A	N/A	0	0	140,000	1.35	56,250	x							
Duranes Y Gavilan MDWCA	Taos	\$46.50	N/A	90	0	N/A	N/A	0	0	399,600	3.87	43,000	x							
East Pecos MDWCA	San Miguel	\$25.00	N/A	190	0	N/A	N/A	0	0	735,977	8.83	46,474	x							
El Coruco MDWCA	San Miguel	\$48.00	N/A	51	0	N/A	N/A	0	0	179,800	1.81	35,490	x							
El Creston MDWCA	San Miguel	\$82.26	\$99.64	24	20	N/A	N/A	0	0	x	0.80	18,182	x							
El Rito Canyon MDWCA	Rio Arriba	\$28.25	N/A	112	0	N/A	N/A	0	0	820,189	3.32	29,643	x							
El Vadito De Los Cerrillos Water Assoc	Santa Fe	\$56.00	N/A	188	0	N/A	N/A	0	0	671,910	5.37	28,564	x							
Eldorado Area Water And Sanitation Dist.	Santa Fe	\$116.46	\$116.46	3,027	54	N/A	N/A	0	0	20,648,000	160.74	52,171		3,500	18.6	22.5	76			
Elephant Butte, City Of	Sierra	\$42.09	\$46.50	503	11	\$33.33	\$40.00	961	50	5,810,000	26.57	51,693	x							
Enchanted Forest Water MDWCA	Lincoln	\$627.73	N/A	103	0	N/A	N/A	0	0	105,672	1.24	12,039	x							
Encino Water System	Torrance	\$32.80	\$32.80	44	5	N/A	N/A	0	0	444,467	2.68	54,694	x							
Enlince Water Supply System	Lea	\$19.36	\$31.36	1,287	204	\$17.92	\$28.00	1,145	180	45,668,000	393.95	264,216	x							
Fambrough MDWCA	Chaves	\$58.43	N/A	170	0	N/A	N/A	0	0	94,850	9.32	54,824	x							
Flora Vista Mutual Domestic	San Juan	\$73.00	\$101.63	1,223	49	N/A	N/A	0	0	8,895,000	87.26	68,601	x							
Fort Sumner Municipal Water System	De Baca	\$30.50	\$30.50	485	104	\$36.38	\$41.00	434	92	9,099,000	110.99	188,438	x							
Galisteo MDWCA	Santa Fe	\$36.00	N/A	95	0	N/A	N/A	0	0	650,044	3.84	40,421	x							
Gonzales Ranch MDWCA	San Miguel	\$48.00	N/A	54	0	N/A	N/A	0	0	378,830	2.86	52,963	x							
Grady Water System	Curry	\$22.50	\$22.50	57	4	N/A	N/A	0	0	1,512,000	10.06	164,918	x							
Grants Domestic Water System	Cibola	\$28.80	\$23.16	2,846	408	\$36.75	\$36.75	3,066	0	75,599,596	523.04	160,738	x							

Hochita MDWCA	Grant	\$93.33	\$93.33	27	0	N/A	N/A	0	0	0	182,700	1.88	69,630	x
Hacienda Acres Water System (LCU)*	Dona Ana	\$22.15	\$27.69	N/A	N/A	\$33.25	N/A	N/A	0	0	150,07	N/A	N/A	x
Hagerman Water System	Chaves	\$28.74	\$28.74	84	3	N/A	N/A	0	0	13	19,587,118	141.94	294,481	x
Hagerman MDWCA	Grant	\$59.90	\$79.90	84	3	N/A	N/A	0	0	0	792,300	5.45	62,644	x
Hatch Water Supply System	Dona Ana	\$40.57	\$44.21	735	133	\$34.22	\$67.55	536	113	113	17,341,000	141.45	182,961	x
Hillbrook MDWCA	San Miguel	\$48.00	N/A	116	0	N/A	N/A	0	0	0	368,467	3.60	31,034	x
Jensen Springs DWLA	Sandoval	\$69.19	\$86.99	385	45	N/A	N/A	0	0	0	2,428,000	27.96	65,023	x
La Asociacion De Agua De Los Brazos @	Rio Arriba	\$72.00	\$120.00	25	2	N/A	N/A	0	0	0	99,000	1.19	44,074	x
La Cienega MDWCA	San Joaquin	\$40.00	N/A	137	0	N/A	N/A	0	0	0	813,400	8.65	69,193	x
La Cienega MDWCA	San Miguel	\$60.50	N/A	21	0	N/A	N/A	0	0	0	62,270	0.61	29,048	x
La Jara Water Users Association	Sandoval	\$102.47	N/A	157	0	N/A	N/A	0	0	0	572,120	4.09	26,051	x
La Loma MDWCA	Taos	\$134.00	\$140.00	9	2	N/A	N/A	0	0	0	52,800	0.90	81,818	x
La Loma MDWCA	Otero	\$51.00	N/A	700	0	N/A	N/A	0	0	0	4,942,000	37.64	53,771	x
La Union MW&SA	Dona Ana	\$87.71	\$103.32	515	13	N/A	N/A	0	0	0	4,390,968	36.91	69,905	x
Labordia Water Users Association	Otero	\$4.82	N/A	26	0	N/A	N/A	0	0	0	855,500	6.81	261,923	x
Lake Arthur Water Department	Chaves	\$28.50	\$42.00	197	4	\$12.00	\$12.00	77	4	4	227,411	18.04	89,751	x
Lamy Mutual Domestic Water Association	San Joaquin	\$69.97	\$139.94	51	6	N/A	N/A	0	0	0	321,629	2.36	41,404	x
Las Acasquias De Placitas	Sandoval	\$30.00	N/A	179	0	N/A	N/A	0	0	0	786,900	6.77	87,821	x
Las Alburas Estates (LCU)*	Dona Ana	\$22.15	\$27.69	N/A	N/A	\$33.25	\$33.25	N/A	N/A	N/A	4,094,000	23.38	N/A	x
Las Cruces Municipal Water System	Dona Ana	\$22.15	\$27.69	34,338	4,795	\$25.90	\$33.25	35,128	3,686	3,686	768,455,200	6,496	164,465	76
Las Vegas (City Of)	San Miguel	\$51.93	\$214.63	5,853	698	\$54.34	\$74.48	4,666	633	633	34,153,000	403.30	61,661	x
Liberty MDWCA	Quay	\$64.00	\$64.00	95	2	N/A	N/A	0	0	0	540,233	7.20	73,469	x
Lincoln MDWCA	Lincoln	\$24.00	N/A	54	0	N/A	N/A	0	0	0	1,209,881	1.59	29,444	x
Lindbergh Community Water Coop Inc	Rio Arriba	\$59.00	\$59.00	29	2	N/A	N/A	0	0	0	89,920	0.51	16,548	x
Llano Quemado MDWCA	Taos	\$58.80	\$58.80	270	5	N/A	N/A	0	0	0	13,710,302	14.37	52,255	x
Llano Quemado MDWCA	Quay	\$25.50	\$25.50	967	78	\$27.00	N/A	910	51	51	13,835,000	128.42	122,890	x
Llano Quemado MDWCA	Hidalgo	\$33.85	\$63.52	915	178	\$36.92	\$49.23	828	118	118	17,561,238	166.62	152,443	x
Los Alamos Municipal Water System	Los Alamos	\$40.98	\$83.42	294	7,041	\$59.37	\$144.19	294	685	685	175,804,000	1,271.48	173,344	x
Los Lunas Water System	Valencia	\$41.99	\$41.99	685	557	\$43.71	\$45.59	6,951	428	428	139,602,000	1,095.51	143,440	x
Logan Municipal Water Supply	Lea	\$22.89	\$34.47	3,820	557	\$45.18	\$49.18	3,456	428	428	12,000,000	120	27,416	x
Lower Rio Grande PWWA East Mesa	Dona Ana	\$27.69	\$79.83	816	26	\$28.60	\$35.29	130	7	7	11,826,000	104.69	124,335	70
Lower Rio Grande PWWA High Valley	Dona Ana	\$87.68	\$79.80	25	0	\$28.60	\$35.00	0	0	0	366,000	6.22	248,800	67
Lower Rio Grande PWWA Rincon	Dona Ana	\$37.68	\$79.68	206	21	\$28.60	\$35.29	0	0	0	3,666,600	31.51	138,811	x
Lower Rio Grande PWWA South Valley	Dona Ana	\$37.68	\$79.83	4,255	150	\$28.60	\$35.29	706	19	19	56,372,000	497.77	113,001	70
Lower Rio Grande PWWA Valle Del Rio	Dona Ana	\$37.68	\$79.83	97	0	\$28.60	\$35.29	0	0	0	1,432,000	10.98	113,196	64
Lower Valley Water Users Association	San Juan	\$32.50	\$32.50	2,718	234	N/A	N/A	0	0	0	49,879,893	401.80	136,111	23.81
Lumberton MDWCA	Rio Arriba	\$25.00	\$87.00	81	3	N/A	N/A	0	0	0	372,848	4.49	53,452	x
Lybrook MDWCA	Rio Arriba	\$40.00	\$98.00	53	9	N/A	N/A	0	0	0	384,810	13.86	223,548	x
Mesilla Water System	Dona Ana	\$21.11	\$28.02	1,151	95	\$22.27	\$27.49	480	83	83	16,538,000	124.64	100,032	x
Milan Community Water System	Cibola	\$38.97	\$31.11	817	113	\$40.70	\$45.99	644	93	93	33,126,813	262.73	252,505	x
Mosquero Water System	Harding	\$54.00	\$54.00	100	50	\$21.00	\$31.00	100	50	50	309,200	2.68	17,867	x

Residential Water Rates Based on Number of Connections for Public Systems	Residential Sewer Rates Based on Number of Connections for Public Systems
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2025 PUBLIC WATER and SEWER RATE SURVEY - DECEMBER 2024 RATES N/A = Not Applicable or Not Reported													AWWA WATER AUDIT INFORMATION				
Publicly Owned- Community Water Systems	County	RESIDENTIAL 6,000 Gal. WATER Rate / Month Dec. 2024	COMMERCIAL 6,000 Gal. WATER Rate/ Month Dec. 2024	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. Sewer Rate/ Month Dec. 2024	COMMERCIAL 6,000 Gal. Sewer Rate/ Month Dec. 2024	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	July 2024 WATER PRODUCTION (Gallons / Month)	2024 Total Annual WATER PRODUCTION (Gallons / Year)	2024 Average Annual WATER PRODUCTION per Connection (Gallons / Year)	Did Not Complete AWWA water audit	Apparent Losses MG/YR	Real Losses MG/YR	Non-revenue water MG/YR	Data Validity Score (out of 100)
Agua Fria Water Association	Santa Fe	\$68.80	N/A	348	N/A	N/A	N/A	N/A	N/A	1,682,648	15,860,293	45,576	x				
Algodones WUA	Sandoval	\$37.49	\$37.49	143	2	N/A	N/A	N/A	N/A	1,166,800	11,904,800	82,102	x				
Anthony W&SD	Dona Ana	\$40.28	\$57.66	2,879	168	\$41.99	\$52.81	2,596	104	42,257,000	406,741,000	133,489	x				
Apple Orchard MDWCA	SAN JUAN	\$70.00	N/A	149	N/A	N/A	N/A	N/A	N/A	767,000	7,590,000	50,940	x				
Aragon MDWCA	Catron	\$47.31	\$47.31	17	4	N/A	N/A	N/A	N/A	38,890	447,390	21,304	x				
Arenas Valley MDWCA	Grant	\$49.56	\$49.56	459	47	N/A	N/A	n	n	3,113,047	28,240,547	55,811	x				
Artesia Municipal Water System	Eddy	\$10.02	\$21.52	4,781	722	\$13.48	\$13.48	4,198	619	N/A	N/A	N/A	x				
Big Mesa Water MDWCA	San Miguel	\$45.00	\$70.00	561	11	N/A	N/A	N/A	N/A	1,480,016	12,249,552	21,415	x				
Bloomfield Water Supply System	San Juan	\$46.32	\$46.32	2,781	323	\$46.32	\$46.32	2,102	225	41,828,000	407,307,000	131,220	x				
Bluewater Acres WUA	Cibola	\$49.88	N/A	104	0	N/A	N/A	N/A	N/A	705,100	4,108,000	39,500	x				
Bluewater Water And Sanitation District	Cibola	\$59.35	\$90.80	160	3	\$40.00	\$50.17	163	2	815,510	10,236,830	62,803	x				
Bosque Farms Water Supply System	Valencia	\$36.80	\$36.80	1,462	117	\$35.97	\$52.30	1,427	109	10,655,000	103,813,860	65,747	x				
Buckman Regional Water Treatment Plant*	Santa Fe	N/A	\$36.36	N/A	2	N/A	N/A	N/A	N/A	1,686,303,000	181,989,000	90,994,500	x				
Canada De Los Alamos MDWCA	Santa Fe	\$284.00	\$284.00	27	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
Canjilon Water System	Rio Arriba	\$50.00	\$150.00	122	3	N/A	N/A	N/A	N/A	359,370	4,073,890	32,591	x				
Canon MDWCA	Sandoval	\$76.65	\$76.65	133	6	N/A	N/A	N/A	N/A	430,810	4,825,739	34,718	x				
Canoncito At Apache Canyon	Santa Fe	\$88.20	\$371.50	115	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
Capitan Water System	Lincoln	\$44.28	\$68.35	775	101	\$23.28	\$23.28	220	63	7,608,120	80,666,060	92,085	x				
Carlsbad Municipal Water System	Eddy	\$17.45	\$20.66	11,209	1,813	\$32.41	\$36.41	9,879	1,298	382,559,744	3,412,741,795	262,075	x				
Causey Water System	Roosevelt	\$24.00	\$24.00	24	5	N/A	N/A	N	N	458,890	4,730,500	946,100	x				
Cerro Regional MDWCA/SWA	Taos	\$57.00	\$57.00	87	1	N/A	N/A	N/A	N/A	837,800	11,692,300	11,692,300	x				
Chama West Water Users Association	Rio Arriba	\$70.00	N/A	34	N/A	N/A	N/A	N/A	N/A	125,000	1,220,500	35,897	x				
Chamberino MDWC & Sa	Dona Ana	\$42.85	\$57.66	256	3	N/A	N/A	N/A	N/A	3,130,789	30,217,185	116,669	x				
Chamisal MDWCA	Taos	\$34.50	N/A	163	N/A	N/A	N/A	N/A	N/A	586,780	5,112,130	31,363	x				
Chapelle MDWCA	SAN MIGUEL	\$30.00	N/A	50	N/A	N/A	N/A	n	n	254,450	3,053,376	61,068	x				
Cider Mill Farms MDWCA	Otero	\$65.00	N/A	28	N/A	N/A	N/A	N/A	N/A	142,700	1,516,611	54,165	x				
Cloudcroft Water System	Otero	\$62.31	\$62.31	1,114	31	\$23.74	\$23.74	1,114	31	4,340,163	58,479,869	51,074	x				

Corona Water System	Lincoln	\$32.19	\$32.19	165	N/A	\$38.90	N/A	94	N/A	2,059,656	27,430,052	166,243	x				
Correo Water Association	Valencia	\$55.00	N/A	70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
Cottonwood Water MDWCA	Eddy	\$54.89	\$61.43	623	35	N/A	N/A	N/A	N/A	7,393,416	73,422,401	111,584	x				
Cuba Water System	Sandoval	\$30.00	\$45.00	611	119	\$30.00	\$45.00	519	103	4,017,600	48,211,200	66,043	x				
Dona Ana MDWCA	Dona Ana	\$40.30	\$40.30	6,405	115	\$46.20	\$46.20	1,578	28	95,268,215	817,887,670	125,443	x				
East Pecos MDWCA	San Miguel	\$30.00	N/A	200	N/A	N/A	N/A	N/A	N/A	662,800	7,967,700	39,839	x				
El Ancon MDWCA	San Miguel	\$31.50	N/A	41	N/A	N/A	N/A	N/A	N/A	112,210	1,084,770	26,458	x				
El Coruco MDWCA	San Miguel	\$50.40	N/A	52	N/A	N/A	N/A	N/A	N/A	151,620	1,799,860	34,613	x				
El Prado Water & Sanitation District	Taos	\$36.60	\$44.10	380	77	\$35.00	\$45.00	399	48	4,448,380	39,691,440	86,852	x				
El Rito Canyon MDWCA	Rio Arriba	\$29.25	N/A	108	N/A	N/A	N/A	N/A	N/A	425,940	4,104,832	38,008					
El Rito Regional Water & Waste Water Assn	Rio Arriba	\$18.50	\$1,850.00	200	N/A	N/A	N/A	N/A	N/A	591,090	6,744,930	33,725	x				
El Vadio De Los Cerrillos Water Assoc	Santa Fe	\$56.00	N/A	188	N/A	N/A	N/A	N/A	N/A	554,700	4,863,918	25,872	x				
El Valle De Los Ranchos W & SD	TAOS	\$58.80	\$58.80	137	N/A	27.25	49.68	1182	43	393,296	4,795,398	35,003	x				
Eldorado Area Water and Sanitation Dist.	Santa Fe	\$120.98	\$120.98	3,019	56	N/A	N/A	N/A	N/A	16,865,000	154,682,000	50,303		3.930	12.48	16.7	69
Encino Water System	Torrance	\$35.88	\$35.88	44	5	N/A	N/A	N/A	N/A	166,630	1,920,000	39,184	x				
Eunice Water Supply System	Lea	\$19.36	\$31.38	1,293	235	\$17.92	\$28.00	1,145	184	33,212,434	345,542,449	226,140	x				
Fambrough MDWCA	Chaves	\$58.43	N/A	172	N/A	N/A	N/A	N/A	N/A	91,450	875,960	5,093	x				
Flora Vista Mutual Domestic	San Juan	\$73.00	\$101.63	1,232	50	N/A	N/A	N/A	N/A	8,075,000	88,792,000	69,261	x				
Floyd WS Village of	Roosevelt	\$38.00	\$38.00	42	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
Galisteo MDWCA	Santa Fe	\$47.25	N/A	95	N/A	N/A	N/A	N/A	N/A	318,939	3,238,095	34,085	x				
Garfield MDWCA	Dona Ana	\$35.50	\$35.50	952	18	N/A	N/A	N/A	N/A	9,928,460	113,774,190	117,293	x				
Glorieta East Water Supply	Santa Fe	\$52.45	N/A	29	N/A	N/A	N/A	N/A	N/A	69,500	1,340,100	46,210	x				
Gonzales Ranch MDWCA	San Miguel	\$50.40	N/A	55	N/A	N/A	N/A	N/A	N/A	213,280	3,121,550	56,755	x				
Grady Water System	Curry	\$26.05	\$26.05	47	5	N/A	N/A	N/A	N/A	1,608,300	10,571,300	203,294	x				
Grants Domestic Water System	Cibola	\$42.26	\$37.25	2,841	422	\$37.89	\$37.89	2,645	422	51,604,000	507,837,000	155,635	x				
Greater Chimayo MDWCA	Rio Arriba	\$79.00	\$105.00	406	3	N/A	N/A	N/A	N/A	971,600	10,135,600	24,781	x				
Greater Glorieta Regional MDC	Santa Fe	\$52.45	N/A	76	N/A	N/A	N/A	N/A	N/A	339,600	4,081,240	53,701	x				
Grenville Water System	Union	\$49.00	N/A	13	N/A	N/A	N/A	N/A	N/A	71,700	1,750,200	134,631					
Hagerman Water System	Chaves	\$23.74	N/A	469	11	\$18.64	\$18.64	448	N/A	19,658,923	142,556,244	296,992	x				
Hatch Water Supply System	Dona Ana	\$29.45	\$32.91	746	131	\$34.22	\$45.04	585	131	14,182,000	141,809,000	161,698	x				
Hillsboro MDWCA	Sierra	\$37.20	\$37.20	74	4	N/A	N/A	N/A	N/A	660,000	4,400,000	56,410	x				

Hobbs Municipal Water Supply	Lea	\$15.94	\$15.94	11,908	1,898	\$30.89	\$32.03	12,048	1,815	910,916,000	2,609,422,000	189,900		11,253	613,291	630,171	94
House Water System	Quay	\$35.18	\$35.18	34	4	N/A	N/A	N/A	N/A	161,945	1,848,152	54,357	x				
Ilfeld MDWCA	San Miguel	\$50.40	N/A	118	N/A	N/A	N/A	N/A	N/A	344,220	3,502,130	29,679	x				
Karr Canyon Estates	Otero	\$46.34	N/A	48	N/A	N/A	N/A	N/A	N/A	331,530	2,915,390	60,737	x				
La Asociacion De Agua De Los Brazos	Rio Arriba	\$72.00	\$120.00	16	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
La Cienega MDWCA	Santa Fe	\$46.20	N/A	197	N/A	N/A	N/A	N/A	N/A	706,500	7,466,400	54,499	x				
La Cueva MDWCA	San Miguel	\$63.53	N/A	21	N/A	N/A	N/A	N/A	N/A	57,980	698,930	33,282	x				
La Jara Water Users Association	Sandoval	\$112.80	N/A	165	N/A	N/A	N/A	N/A	N/A	665,737	3,617,336	21,923	x				
La Luz MDWCA	Otero	\$53.00	N/A	650	N/A	N/A	N/A	N/A	N/A	3,844,600	43,527,200	66,965	x				
La Pasada MDWCA	San Miguel	\$75.00	N/A	81	N/A	N/A	N/A	N/A	N/A	183,500	2,259,000	27,889	x				
La Union MDS & WA	Dona Ana	\$38.43	\$104.40	538	14	N/A	N/A	N/A	N/A	4,132,843	37,410,606	67,773	x				
Laborcita Water Users Association	Otero	\$8.84	N/A	26	N/A	N/A	N/A	N/A	N/A	424,200	3,939,200	151,508	x				
Lake Arthur Water Department	Chaves	\$28.50	\$44.30	208	8	\$12.00	\$12.00	89	N/A	2,177,661	18,727,052	86,699	x				
Larry Mutual Domestic Water Association	Santa Fe	\$82.91	\$160.60	54	6	N/A	N/A	N/A	N/A	219,600	2,237,458	37,291	x				
Las Cruces Municipal Water System	Dona Ana	\$22.15	\$27.69	34,487	4,843	\$25.63	\$33.25	35,747	3,710	703,780,000	6,548,320,600	166,497		94,800	486.8	636.6	75
Las Vegas (City Of)	San Miguel	\$51.98	\$214.63	5,846	704	\$56.34	\$74.48	4,686	638	28,174,000	411,741,000	62,861	x				
Ledoux MDWCA	Mora	\$24.00	\$40.00	64	1	N/A	N/A	N/A	N/A	105,070	1,004,840	15,459	x				
Liberty MDWCA	Quay	\$53.94	\$53.94	94	1	N/A	N/A	N/A	N/A	451,957	5,223,331	54,982	x				
Llano Quemado MDWCA	Taos	\$58.80	\$58.58	270	5	N/A	N/A	N/A	N/A	1,580,358	15,620,063	56,800	x				
Logan Water System	Quay	\$25.50	\$25.50	974	76	\$27.00	Varies	919	50	21,700,000	139,349,526	132,714	x				
Lordsburg Water Supply System	Hidalgo	\$34.92	\$58.95	926	174	\$38.03	\$50.71	827	119	16,227,372	151,903,555	138,094					
Los Alamos Municipal Water System	Los Alamos	\$58.19	\$58.19	6,966	363	\$60.56	\$147.09	6,966	292	117,786,000	1,102,287,000	150,394	x				
Los Lunas Water System	Valencia	\$41.99	\$41.99	7,274	699	\$46.59	\$46.59	7,274	699	126,010,000	1,213,225,000	152,167	x				
Lower Colonias MDWCA	San Miguel	\$50.40	N/A	10	N/A	N/A	N/A	N/A	N/A	22,960	181,390	18,139	x				
Lower Rio Grande PWWA East Mesa	Dona Ana	\$43.34	\$91.98	825	26	\$46.73	\$57.71	108	7	10,216,000	91,778,000	107,847		2.598	21.693	34,307	74
Lower Rio Grande PWWA High Valley	Dona Ana	\$43.43	\$91.98	24	N/A	\$46.73	\$57.71	N/A	N/A	383,000	2,986,000	124,417		0.105	0.98	0.211	73
Lower Rio Grande PWWA Rincon	DONA ANA	\$43.43	\$91.98	212	21	46.73	57.71	N/A	N/A	2,954,200	29,302,500	138,219		0.802	7.661	8.519	72
Lower Rio Grande PWWA South Valley	Dona Ana	\$43.43	\$91.98	4,313	196	\$46.73	\$57.71	813	19	45,815,000	444,787,000	98,644		15.313	25.853	43,296	74
Lower Rio Grande PWWA Valle Del Rio	DONA ANA	\$43.43	\$91.98	97	N/A	46.73	57.71	N/A	N/A	1,235,000	11,017,000	113,577		0.377	0.709	1.114	73
Lower Valley Water Users Association	San Juan	\$33.25	\$33.25	2,967	234	\$33.25	\$33.25	257	234	55,264,267	431,476,448	134,794	x				

Lumberton MDWCA	Rio Arriba	\$145.00	N/A	81	N/A	N/A	N/A	N/A	N/A	272,504	3,865,655	47,724	x				
Lybrook MDWCA	Rio Arriba	\$42.00	\$100.94	77	12	N/A	N/A	N/A	N/A	854,063	7,391,401	95,992	x				
Magdalena Village Of	Socorro	\$42.06	\$44.56	436	50	\$22.78	\$22.78	398	48	3,503,200	35,314,000	72,663	x				
Malaga MDWC SWA	Eddy	\$44.00	\$44.00	307	21	N/A	N/A	N/A	N/A	51,855	53,950,000	164,482	x				
Melrose Water System	Curry	\$22.65	\$22.65	478	35	\$12.75	\$15.80	450	29	4,076,200	36,492,800	71,136	x				
Mesilla Water System	Dona Ana	\$21.78	\$28.92	684	98	\$22.98	\$28.36	465	24	14,217,000	123,269,000	157,633	x				
Milan Community Water System	Cibola	\$35.67	\$53.68	820	117	\$42.73	\$48.28	661	97	21,666,834	218,921,523	233,641	x				
Mosquero Water System	Harding	\$54.00	\$59.00	100	50	\$25.00	\$35.00	100	50	594,100	3,685,200	24,568	x				
Nogal MDWCA	Lincoln	\$80.85	\$80.85	32	1	N/A	N/A	N/A	N/A	65,916	848,926	26,529	x				
North Cleveland MDWCA	Mora	\$23.00	\$17.00	41	N/A	N/A	N/A	N/A	N/A	60,793	543,646	13,260	x				
Ojo Caliente MDWCA	Taos	\$47.00	N/A	103	N/A	N/A	N/A	N/A	N/A	403,504	4,040,133	39,225	x				
Ojo Sarco MDWCA	Rio Arriba	\$47.75	\$47.75	85	2	N/A	N/A	N/A	N/A	312,600	3,533,610	40,616	x				
Orchard Estates FLMDWC & SW	Sandoval	\$100.00	N/A	14	N/A	N/A	N/A	N/A	N/A	66,415	2,271,790	162,271	x				
Orogrande MDWCA	Otero	\$55.00	\$55.00	35	5	N/A	N/A	N/A	N/A	360,620	2,937,400	73,435	x				
Pena Blanca Water & Sanitation District	Sandoval	\$42.10	\$71.25	157	4	\$11.50	\$11.50	82	N/A	1,118,800	9,789,100	60,802	x				
Penasco MDWCA	Taos	\$43.00	\$94.00	248	7	N/A	N/A	N/A	N/A	1,703,430	17,744,090	69,585	x				
Ponderosa MDWCA	Sandoval	\$29.25	N/A	209	N/A	N/A	N/A	N/A	N/A	1,352,000	15,462,500	73,983	x				
Quemado Mutual Water & SWA	Catron	\$26.00	\$27.00	80	34	\$26.00	\$27.00	52	24	501,100	5,179,400	45,433	x				
Ranchitos De Gallisteo WUA	Santa Fe	\$45.83	N/A	43	N/A	N/A	N/A	N/A	N/A	293,500	2,658,100	61,816	x				
Ranchos De Placitas Sanitation District	Sandoval	\$84.82	N/A	115	N/A	N/A	N/A	N/A	N/A	867,000	7,931,000	68,965	x				
Raton/Raton Water Works	Colfax	\$31.42	\$39.66	2,901	644	\$28.87	\$30.87	2,331	438	54,364,000	396,802,000	111,933		1.687	57.402	10.48	78
Riveras MDWUA	Guadalupe	\$91.88	\$91.88	28	1	N/A	N/A	N/A	N/A	86,000	878,000	30,276	x				
Riverside MDWA	Eddy	\$35.00	\$68.98	42	35	N/A	N/A	N/A	N/A	916,000	10,480,000	136,104	x				
Roy (Village Of)	Harding	\$22.50	\$22.50	178	8	\$10.00	\$10.00	185	1	2,188,200	17,494,200	94,055		0.790	0.499	3.312	81
Ruidoso Downs Water System	Lincoln	\$37.42	\$37.45	858	160	\$30.60	\$66.69	817	114	8,087,890	98,732,984	96,987	x				
Ruidoso Water System	Lincoln	\$59.18	\$58.06	6,677	560	\$74.41	\$102.67	5,557	532	52,325,499	672,741,041	92,959		6.200	389.1	410.8	76
San Antonio De Cleveland MDWCA	Mora	\$28.00	\$57.00	76	5	N/A	N/A	N/A	N/A	306,830	3,220,590	39,760	x				
San Cristobal MDWCA	Taos	\$35.00	\$55.00	56	N/A	N/A	N/A	N/A	N/A	90,641	879,000	15,696	x				
San Jon Water Supply	Quay	\$29.11	\$29.11	118	11	\$20.50	\$43.05	94	8	2,719,000	21,216,000	164,465	x				
San Juan MDWCA	San Miguel	\$50.40	N/A	64	N/A	N/A	N/A	N/A	N/A	235,120	2,584,120	40,377	x				
San Mateo MDWCA	Cibola	\$30.00	\$100.00	52	1	N/A	N/A	N/A	N/A	34,000	3,744,000	70,642	x				

San Miguel Del Vado MDWCA	San Miguel	\$50.40	N/A	26	N/A	N/A	N/A	N/A	N/A	91,430	976,680	37,565	x				
San Ysidro Water Supply System	Sandoval	\$63.22	\$63.22	88	5	N/A	N/A	N/A	N/A	783,982	5,453,000	58,634	x				
Santa Clara Water System	Grant	\$34.93	\$49.94	637	21	\$16.69	\$16.69	637	21	4,079,429	44,211,401	67,191	x				
Sena MDWCA	San Miguel	\$20.00	N/A	45	N/A	N/A	N/A	N/A	N/A	163,680	1,992,480	44,277	x				
Sierra Vista Mutual Domestic Association	Bernalillo	\$88.55	N/A	131	N/A	N/A	N/A	N/A	N/A	2,130,567	12,481,534	95,279	x				
Sile MDWCA	Sandoval	\$21.20	N/A	65	N/A	N/A	N/A	N/A	N/A	616,300	5,838,600	89,825	x				
Silver City Water System	Grant	\$37.98	\$37.98	5,735	620	\$16.23	\$16.23	4,058	509	80,716,000	822,928,000	129,493	x				
Silver Cloud Water Association	Otero	\$33.00	N/A	80	N/A	N/A	N/A	N/A	N/A	482,000	4,703,000	58,788	x				
South San Ysidro MDWCA	San Miguel	\$50.40	N/A	22	N/A	N/A	N/A	N/A	N/A	84,070	1,267,310	57,605	x				
Southside Mutual Domestic Water	San Juan	\$70.99	N/A	584	N/A	N/A	N/A	N/A	N/A	4,731,000	25,206,000	43,161	x				
Sun Valley Water And Sanitation District	LINCOLN	\$72.66	\$64.87	204	4	N/A	N/A	N/A	N/A	386,190	5,570,940	26,783	x				
Taos Municipal Water System	Taos	\$31.86	\$57.68	1,870	820	\$47.63	\$63.16	1,874	855	34,888,452	327,165,264	121,623	x				
Tatum Municipal Water System	Lea	\$34.50	\$34.50	345	46	\$17.50	\$17.50	319	35	3,006,647	26,597,002	68,023	x				
Tecolotito MDWCA	San Miguel	\$39.90	N/A	104	N/A	N/A	N/A	N/A	N/A	585,710	6,039,600	58,073	x				
Tesuque MDWCA	Santa Fe	\$48.30	\$187.95	110	4	N/A	N/A	N/A	N/A	828,893	6,606,220	57,949	x				
Tres Piedras MDWCA	Taos	\$74.00	\$74.00	100	4	N/A	N/A	N/A	N/A	516,890	3,813,109	36,665	x				
Truth or Consequences	Sierra	\$32.15	\$32.15	2952	380	42.81	42.81	2314	71	25,105,000	276,820,674	83,079	x				
Tyrone Townsite	Grant	\$42.17	\$42.17	322	4	\$4.02	\$4.02	322	4	2,700,000	20,900,000	64,110	x				
Upper Holman MDWCA	Mora	\$27.00	\$27.00	78	2	N/A	N/A	N/A	N/A	152,660	2,114,450	26,431	x				
Upper La Plata Water Users Association	San Juan	\$59.19	\$59.19	790	18	N/A	N/A	N/A	N/A	7,619,000	55,255,000	68,385	x				
Vallecitos MDWCA	Rio Arriba	\$60.99	\$60.99	26	2	N/A	N/A	N/A	N/A	71,423	369,617	13,201	x				
Valley Estates Water & Sewer Association	Rio Arriba	\$65.00	N/A	54	N/A	N/A	N/A	N/A	N/A	135,350	8,215,000	152,130	x				
Valley MDWCA	De Baca	\$71.50	N/A	220	N/A	N/A	N/A	N/A	N/A	1,672,645	16,357,915	74,354	x				
Vaughn Duran Water System	Guadalupe	\$31.42	\$46.15	223	49	\$18.21	\$50.38	157	45	19,505,300	176,134,300	647,553	x				
Village Of Eagle Nest	Colfax	\$58.24	\$79.14	224	48	\$26.46	\$62.16	190	34	1,809,050	17,637,280	64,843	x				
Villanueva MDWCA	San Miguel	\$50.40	N/A	104	N/A	N/A	N/A	N/A	N/A	226,320	2,896,550	27,851	x				
Virden Water System	Hidalgo	\$20.00	N/A	47	N/A	N/A	N/A	N/A	N/A	1,201,579	58,640,307	1,247,666	x				
Wagon Mound Water System	Mora	\$25.00	\$25.00	127	12	\$20.00	\$23.00	119	9	1,980,844	20,274,339	145,859	x				
Watrous MDWCA	Mora	\$26.00	N/A	46	N/A	N/A	N/A	N/A	N/A	10,521	123,457	2,684	x				
Weed Water Users Association	Otero	\$38.00	\$38.00	18	1	N/A	N/A	N/A	N/A	188,960	1,224,290	64,436	x				
White Cliffs MdWUA	Mckinley	\$75.00	N/A	75	N/A	\$43.00	N/A	75	N/A	336,331	3,997,996	53,307	x				

Publicly Owned- Community Water Systems	County	RESIDENTIAL 6,000 Gal. WATER Rate / Month Dec. 2024	COMMERCIAL 6,000 gal. WATER Rate/ Month Dec. 2024	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	COMMERCIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	July 2024 WATER PRODUCTION (Gallons / Month)	2024 Total Annual WATER PRODUCTION (Gallons / Year)	2024 Average Annual WATER PRODUCTION per Connection (Gallons / Year)	Did Not Complete AWWA water audit	Apparent Losses MG/YR	Real Losses MG/YR	Non-revenue water MG/YR	Data Validity Score (out of 100)
2025 Rate Survey Publicly Owned Water and Sewer Rates (Average, Minimum and Maximum)																	
2025 Survey Total Average		\$48.84	\$82.90	1047	185	\$31.64	\$41.37	2,428	315	29,641,770	168,056,703	808,577					
2025 Survey Total Minimum		\$8.84	\$15.94	10	1	\$4.02	\$4.02	52	1	10,521	123,457	2,684					
2025 Survey Total Maximum		\$284.00	\$1,850.00	34,487	4,843	\$74.41	\$147.09	35,747	3,710	1,686,303,000	6,548,320,900	90,994,500					
Residential Water Rates by Number of Connections for Community Water Systems								Residential Sewer Rates Based on Number of Connections for Community Water Systems									
Water System Rates	< 50 Connections	50 to 200 Connections	201 to 1,000 Connections	1,001 to 5000 Connections	5,001 to 10,000 Connections	> 10,000 Connections	Sewer System Rates		< 50 Connections	50 to 200 Connections	201 to 1,000 Connections	1001 to 5000 Connections	5001 to 10,000 Connections	5001 to 10,000 Connections	> 10,000 connections		
Total number of Systems in Size Category	32	57	37	13	6	3	Total Number of System is Size Category		0	13	17	13	4	4	2		
Average Rate	\$54.38	\$51.46	\$44.30	\$45.48	\$48.27	\$18.51	Average Rate		N/A	\$26.09	\$26.84	\$33.83	\$53.49	\$53.49	\$28.26		
Minimum Rate	\$8.84	\$18.50	\$21.78	\$10.02	\$37.98	\$15.94	Minimum Rate		N/A	\$10.00	\$4.02	\$19.48	\$32.41	\$32.41	\$25.63		
Maximum Rate	\$284.00	\$145.00	\$79.00	\$120.98	\$59.18	\$22.15	Maximum Rate		N/A	\$46.73	\$46.73	\$56.34	\$74.41	\$74.41	\$30.89		

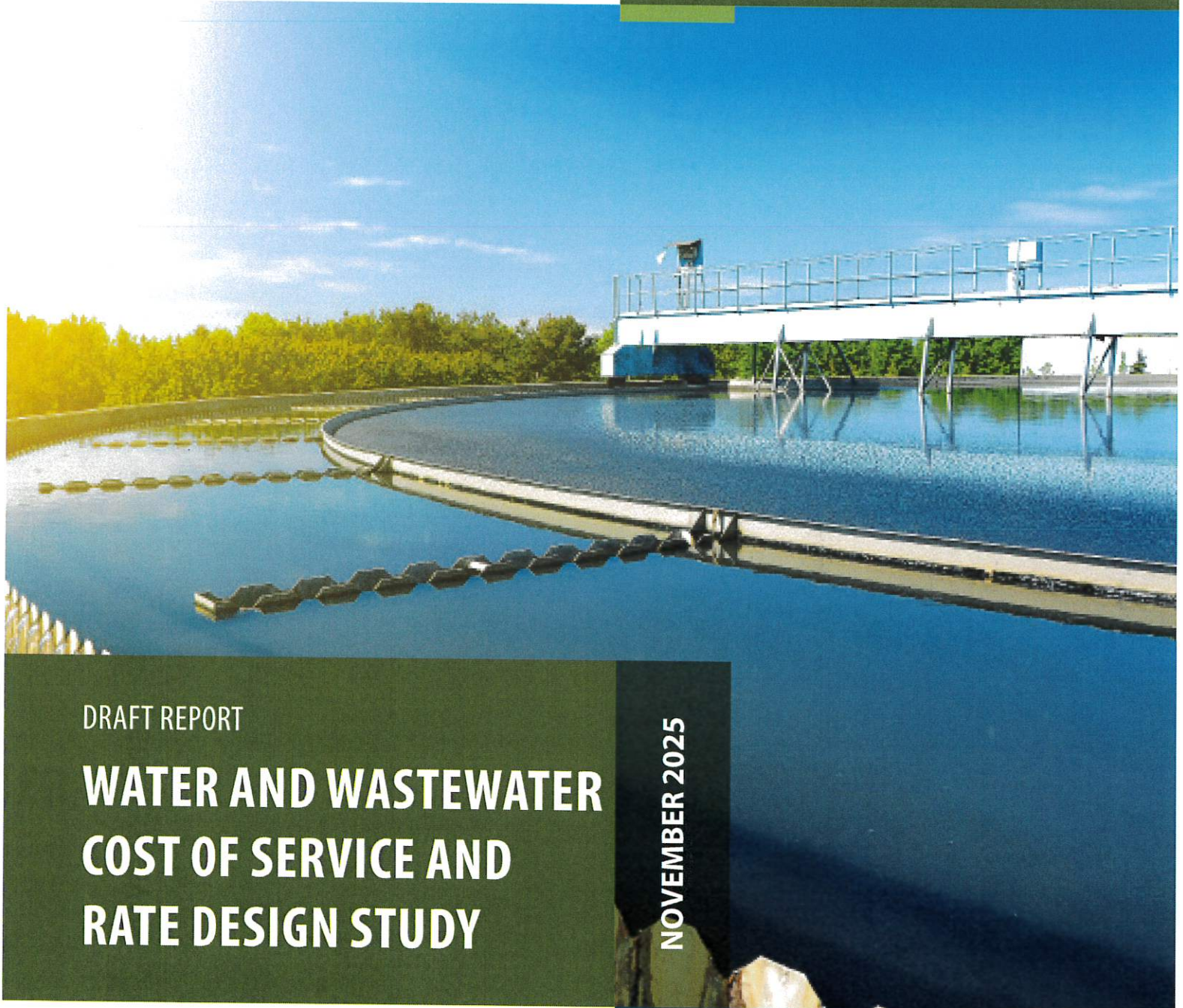
2025 PUBLIC WATER and SEWER RATE SURVEY - DECEMBER 2024 RATES N/A = Not Applicable or Not Reported													AWWA WATER AUDIT INFORMATION				
PWS Name	COUNTY	RESIDENTIAL 6,000 Gal. WATER Rate / Month Dec. 2024	COMMERCIAL 6,000 Gal. WATER Rate / Month Dec. 2024	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	COMMERCIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	Monthly WATER PRODUCTION JULY 2024 (gallons)	2024 Total Annual WATER PRODUCTION (MG)	2024 Average Annual WATER PRODUCTION per Connection (gallons)	Did Not Complete AWWA Water Audit	Apparent Losses MG/YR	Real Losses MG/YR	Non-revenue water MG/YR	Data Validity Score (out of 100)
ALPINE VILLAGE W AND SD	LINCOLN	\$18.00	N/A	128	N/A	N/A	N/A	N/A	N/A	222,340	4,658,273	36,393	x				
ALTO NORTH WATER COOP	LINCOLN	\$55.00	\$60.00	47	3	N/A	N/A	N/A	N/A	69,100	2,246,100	47,789	x				
ARTESIA RURAL WATER COOPERATIVE	EDDY	\$42.91	\$77.01	701	38	N/A	N/A	N/A	N/A	14,543,000	124,580,000	168,579	x				
BERRENDO COOPERATIVE WUA	CHAVES	\$30.00	N/A	1,600	N/A	N/A	N/A	N/A	N/A	53,627,254	537,088,708	335,680	x				
BOLES ACRES WATER SYSTEM	OTERO	\$49.60	N/A	245	N/A	N/A	N/A	N/A	N/A	2,954,300	29,822,510	121,725	x				
BONITA PARK NAZARENE CONFERENCE CENTER	LINCOLN	\$8.67	N/A	62	N/A	\$8.67	N/A	62	N/A	444,100	3,463,800	55,868	x				
CAPROCK WATER COMPANY	EDDY	\$34.84	\$34.84	35	28	N/A	N/A	N/A	N/A	3,784,872	42,515,886	674,855	x				

CDS RAINMAKERS UTIL LLC RANCHO RUIDOSO	LINCOLN	\$44.69	\$44.69	398	3	\$37.88	\$37.88	342	2	8,068,500	73,795,600	184,029	x				
CEDAR CREEK WATER COOPERATIVE INC	SANDOVAL	\$90.00	N/A	54	N/A	N/A	N/A	N/A	N/A	353,800	2,562,250	47,449	x				
CLOUD COUNTRY WEST WATER SYSTEM	Otero	\$6.81	N/A	114	N/A	N/A	N/A	N/A	N/A	427,475	4,589,941	40,263	x				
DE LA TE MOBILE MANOR	DONA ANA	N/A	N/A	52	N/A	N/A	N/A	52	N/A	542,683	5,716,300	109,929	x				
DESERT PALMS MOBILE HOME PARK	BERNALILLO	N/A	N/A	73	N/A	N/A	N/A	73	N/A	928,600	7,856,400	107,622	x				
ENTRANOSA WATER ASSOCIATION	BERNALILLO	\$59.68	\$59.68	3,782	6	N/A	N/A	N/A	N/A	71,000,000	546,000,000	144,139	x				
FOX HILLS WATER USERS ASSOC	BERNALILLO	\$43.00	N/A		N/A	N/A	N/A	N/A	N/A	105,500	1,300,000		x				
GLEN ACRES WATER COOP	HIDALGO	\$59.59	\$420.00	73	1	N/A	N/A	N/A	N/A	612,000	5,948,000	80,378					
GREEN ACRES MOBILE HOME VILLAGE	BERNALILLO	N/A	N/A	83	N/A	\$23.75	N/A	83	N/A	877,200	7,375,642	88,863	x				
HOMESTEAD WATER COMPANY	TORRANCE	\$50.31	\$50.31	80	4	N/A	N/A	N/A	N/A	474,700	3,343,800	39,807	x				
LA LOMITA TRAILER PARK	TAOS	N/A	N/A	27	N/A	N/A	N/A	N/A	N/A	168,857	2,131,151	78,932	x				
LA MESA WATER COOP	SANDOVAL	\$88.75	N/A	338	N/A	N/A	N/A	N/A	N/A	2,618,280	21,786,054	64,456	x				
LA VISTA HOMEOWNERS ASSOCIATION	SANTA FE	N/A	N/A	17	N/A	N/A	N/A	N/A	N/A	173,800	1,338,880	78,758	x				
LAS CAMPANAS WATER SYSTEM	SANTA FE	\$81.22	\$81.22	807	115	\$65.28	\$43.80	1,162	15	15,721,178	108,007,780	117,145	x				
LAS COLONIAS MHP	TAOS	N/A	N/A	20	N/A	N/A	N/A	20	N/A	93,390	1,130,121	56,506	x				
LAS HACIENDAS HOMEOWNERS WUA	TAOS	\$66.67	N/A	29	N/A	N/A	N/A	N/A	N/A	631,590	3,870,370	133,461	x				
LEE HAMMOND WATER	SAN JUAN	\$44.00	\$44.00	475	38	N/A	N/A	N/A	N/A	23,208,997	199,589,943	389,064	x				
LINCOLN HILLS WATER CO- OP	LINCOLN	\$87.74	\$180.16	110	6	N/A	N/A	N/A	N/A	789,040	6,810,432	58,711	x				
LOMA GRANDE ESTATES WATER ASSOCIATION	LINCOLN	\$50.00	N/A	40	N/A	N/A	N/A	N/A	N/A	760,150	1,943,590	48,590	x				
MOONGATE WATER SYSTEM	Dona Ana	\$15.50	\$15.50	8,819	76	N/A	N/A	N/A	N/A	127,221,008	1,007,213,036	114,209	x				
MORWEST CORPORATION	LEA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7,986,006	98,504,616		x				
OAKLAND HEIGHTS HOMEOWNERS ASSOCIATION	BERNALILLO	N/A	N/A	10	N/A	N/A	N/A	N/A	N/A	155,408	1,301,124	130,112	x				

OVERLOOK WATER CO-OP INC	SANDOVAL	\$31.00	N/A	62	N/A	N/A	N/A	N/A	N/A	443,760	4,303,590	69,410	x				
PEOPLES WATER COOP	LUNA	\$37.00	N/A	21	N/A	N/A	N/A	N/A	N/A	20,311	190,662	9,079	x				
PETE RAGAN MEMORIAL WUA	OTERO	\$30.00	N/A	33	N/A	N/A	N/A	N/A	N/A	115,323	1,341,457	40,650	x				
PUEBLO LOS CERROS	SANDOVAL	\$100.21	N/A	100	N/A	N/A	N/A	N/A	N/A	1,705,600	10,293,500	102,935	x				
QUEMADO LAKE WATER ASSOCIATION	CATRON	\$36.00	N/A	159	N/A	N/A	N/A	N/A	N/A	364,816	3,281,949	20,641	x				
RANCHO GRANDE WATER ASSOCIATION INC	CATRON	\$43.72	\$65.41	83	N/A	N/A	N/A	N/A	N/A	186,600	1,762,000	21,229	x				
ROBINHOOD WATER USERS ASSOCIATION	OTERO	\$69.54	N/A	161	N/A	N/A	N/A	N/A	N/A	646,740	7,639,350	47,449	x				
ROLLING HILLS WUA	OTERO	\$60.00	N/A	21	N/A	N/A	N/A	N/A	N/A	75,900	1,063,700	50,652	x				
ROOSEVELT COUNTY WUA	ROOSEVELT	\$103.10	\$236.52	1,472	29	N/A	N/A	N/A	N/A	13,894,689	144,847,129	98,402	x				
SUNLIT HILLS WATER SYSTEM	SANTA FE	\$52.00	\$65.00	441	1	N/A	N/A	N/A	N/A	4,532,000	34,291,000	77,581	x				
SUNSET HILLS ESTATES HOA	BERNALILLO	\$39.00	N/A	28	N/A	N/A	N/A	N/A	N/A	857,409	7,174,678	256,239	x				
TUERAS WATER COOPERATIVE	BERNALILLO	\$81.60	\$122.40	57	1	N/A	N/A	N/A	N/A	400,900	3,321,600	57,269	x				
TOP OF THE WORLD WATER ASSOCIATION CORP	MCKINLEY	\$50.00	N/A	50	N/A	N/A	N/A	N/A	N/A	34,170	319,437	6,389	x				
TRANQUILLO PINES WATER USERS COOP	BERNALILLO	\$211.12	\$211.12	263	2	N/A	N/A	N/A	N/A	885,919	8,267,861	31,159		0.113	5.536	5.662	23
TURQUOISE ESTATES WATER COOP	CURRY	\$40.00	N/A	35	N/A	N/A	N/A	N/A	N/A	522,640	4,540,652	129,733	x				
VERMEJO PARK - HEADQUARTERS	COLFAX	N/A	N/A	75	N/A	N/A	N/A	N/A	N/A	1,262,602	12,474,000	166,320					
VISTA DE ORO DE PLACITAS WATER USERS COO	SANDOVAL	\$16.00	N/A	51	N/A	N/A	N/A	N/A	N/A	322,994	2,677,312	52,496					

2025 PUBLIC WATER and SEWER RATE SURVEY - DECEMBER 2024 RATES N/A = Not Applicable or Not Reported													AWWA WATER AUDIT INFORMATION				
PWS Name	COUNTY	RESIDENTIAL 6,000 Gal. WATER Rate / Month Dec. 2024	COMMERCIAL 6,000 Gal. WATER Rate / Month Dec. 2024	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	COMMERCIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	Monthly WATER PRODUCTION JULY 2024 (gallons)	2024 Total Annual WATER PRODUCTION (MG)	2024 Average Annual WATER PRODUCTION per Connection (gallons)	Did Not Complete AWWA Water Audit	Apparent Losses MG/YR	Real Losses MG/YR	Non-revenue water MG/YR	Data Validity Score (out of 100)
2025 Rate Survey Privately Owned Water and Sewer Rates (Average, Minimum and Maximum)																	

2025 Survey Total Average	\$54.79	\$110.49	485	23	34	41	256	9	8,058,677	70,054,354	108,886				
2025 Survey Minimum	\$6.81	\$15.50	\$10.00	\$1.00	\$8.67	\$37.88	\$20.00	\$2.00	20,311	190,662	6,389				
2025 Survey Maximum	\$211.12	\$420.00	\$8819.00	\$115.00	\$65.28	\$43.80	\$1,162	\$15.00	127,221,008	1,007,213,036	674,855				
Residential Water Rates Based on Number of Connections for Community Water Systems							Residential Sewer Rates Based on Number of Connections for Community Water Systems								
Private Water System Rates	< 50 Connections	50 to 200 Connections	201 to 1,000 Connections	1,001 to 5,000 Connections	5,001 to 10,000 Connections	> 10,000 Connections	Private Sewer System Rates		< 50 Connections	50 to 200 Connections	201 to 1,000 Connections	1,001 to 5,000 Connections	5001 to 10,000 Connections	5001 to 10,000 Connections	> 10,000 Connections
Total number of Systems in Size Category	13	18	8	3	1	0	Total Number of System is Size Category		1	4	1	1	0	0	0
Average Rate	\$45.83	\$49.94	\$76.79	\$64.26	\$15.50	0	Average Rate		N/A	\$16.21	\$37.88	\$65.28	N/A	N/A	N/A
Minimum Rate	\$30.00	\$6.81	\$42.91	\$30.00	\$37.98	\$15.94	Minimum Rate		N/A	\$8.67	\$87.88	\$65.28	N/A	N/A	N/A
Maximum Rate	\$284.00	\$0.00	\$79.00	\$120.98	\$59.18	\$22.15	Maximum Rate		N/A	\$23.75	\$37.88	\$65.28	N/A	N/A	N/A



DRAFT REPORT

WATER AND WASTEWATER COST OF SERVICE AND RATE DESIGN STUDY

NOVEMBER 2025



Prepared for:
City of Truth or Consequences
505 Sims
Truth or Consequences NM, 87901

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8140 North Mopac Expressway
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November 25, 2025

Ms. Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims
Truth or Consequences NM, 87901

Re: Water & Wastewater Cost of Service and Rate Design Study

Ms. Alvarez:

NewGen Strategies and Solutions, LLC is pleased to provide the City of Truth or Consequences (City) with the enclosed report summarizing our findings and recommendations from the water and wastewater cost of service and rate design study.

We appreciate the opportunity to assist the City in this engagement. In addition, we would like to acknowledge the excellent assistance we received from your staff. Without their support, this project could not have been completed. Please contact us if you have any questions concerning this report.

Sincerely,

NewGen Strategies and Solutions, LLC

Dave Yanke
President

Cari Anderson
Senior Consultant

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SECTION 1

INTRODUCTION

The City of Truth or Consequences (City) retained NewGen Strategies and Solutions, LLC (NewGen) to perform an independent water and wastewater cost of service and rate design study (Study). As part of this Study, NewGen's Project Team (the "Project Team") was tasked with forecasting revenue requirements and rates for Fiscal Years (FY) 2026 through 2029. This report outlines the analysis conducted for the City and provides recommendations regarding the rates to be charged to the City's water and wastewater customers.

Regular evaluations of the City's water and wastewater rates is an essential component to maintaining the financial health of the utility. Failure to periodically review and monitor these rates can lead to the need for significant rate adjustments in the future. The Project Team recommends that the City continue its practice of routinely assessing rate performance and implementing adjustments, as needed, to maintain the financial stability of its water and wastewater utilities. As with any forecast, certain assumptions are required, and actual rate requirements may differ from those projected in this Study due to unforeseen changes in key factors such as system growth, inflation, and other variables.

Background

The City was projected to have a population of approximately 6,052¹ in 2020. While Sierra County is anticipating a slightly negative growth rate², developers have expressed interest in projects that could bring both residential and commercial expansion. To maintain a conservative approach in revenue forecasting, 0% growth was assumed in the proposed rate revenue scenarios discussed in a later section of the Study. The City provides essential water and wastewater services to roughly 3,341 customers across its service area. These customers include residential, commercial, industrial, and city accounts from both the City and the Village of Williamsburg, which consists of approximately 235 residential and 21 commercial customers.

The City is actively pursuing several water and wastewater capital improvement projects, the majority of which are supported by grant funding. More than \$50 million in grants are being used to plan and design system upgrades, meter replacements, and waterline improvements. Some of these grants require a cash or loan match. Improvements to the wastewater treatment plant are anticipated toward the end of the forecast period and are expected to be financed through loan financing.

¹ United States Census Bureau. (n.d.). *QuickFacts: Truth or Consequences city, New Mexico* [Data table]. From <https://www.census.gov/quickfacts/fact/table/truthorconsequencescitynewmexico/PST045223>

² University of New Mexico, Geospatial & Population Studies. (2024). *Population projections 2010-2050* [Data table]. From <https://gps.unm.edu/pop/population-projections.html>

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SECTION 2

REVENUE REQUIREMENT

For this analysis, the Project Team utilized the cash basis approach to develop the City's water and wastewater revenue requirements. This method is most commonly used by municipalities and includes debt service but excludes depreciation and return on invested capital when determining revenue requirements. The ultimate goal is to match revenues with actual expenditures as outlined in the following section.

Test Year Revenue Requirement

NewGen reviewed historical financial actuals for prior fiscal years and developed a "Test Year" for the Study based on the FY 2026³ Budget. A Test Year is a common term in rate studies that refers to an adjusted fiscal year budget that is used as a basis for setting rates. The Test Year should be representative of "typical" conditions, with adjustments for any unusual or one-time revenues or expenses. Costs were allocated to either water or wastewater. The development of the Test Year for water and wastewater is shown in Schedule 1.

The Test Year was used to develop a four-year revenue requirement forecast for FY 2026 through FY 2029. The revenue requirement identifies the amount that should be recovered from rates in order to fully recover the cost of providing service. To ensure the City's budget accurately reflects the cost of providing water and wastewater service, several adjustments were made to operation and maintenance (O&M) expenses, capital costs, and revenue offsets (i.e., miscellaneous revenues received by the utility other than through rates).

In addition to the Test Year, the revenue requirement forecast incorporates existing and proposed debt service (as shown in Schedules 2 and 3 respectively) and pay as you go contributions to reserves to fund future capital projects. The following sections summarize the notable factors affecting the projected revenue requirement.

Capital Improvement Plan & Debt Service

The City has secured over \$50 million in grant funding for capital improvement projects. This grant funding had required cash and loan matches of approximately \$16 million by the City. In FY 2026, existing debt service was \$372,650 for water and \$78,239 for wastewater as shown in Schedule 2. A proposed bond issue of \$5 million for wastewater treatment plant improvements was calculated by the Project Team using 2.125% interest rate for a 20-year term. This is detailed in Schedule 3. Table 2-1 shows the breakdown of existing debt and the projected debt service schedule.

³ The City's fiscal year starts July 1 and ends June 30; the year cited is the year in which the fiscal year ends. For instance, July 1, 2025 – June 30, 2026 is FY 2026.

**Table 2-1
Existing & Proposed Debt**

	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Existing Debt				
Water	\$372,650	\$473,432	\$473,431	\$473,431
Wastewater	78,239	107,172	106,767	107,363
Total Existing Debt	\$450,889	\$580,605	\$580,198	\$580,793
Proposed Debt	\$-	\$-	\$-	\$315,674
Total Debt Service	\$450,889	\$580,605	\$580,198	\$896,468

Revenue Offsets

In order to calculate the rate revenues that are required to recover expenses associated with providing water and wastewater service, it is necessary to isolate the cost of service by subtracting utility-related non-rate revenues from operating expenses. The revenue offsets are shown in Schedule 1 and correlate with the budgeted values and adjustments made in the Test Year. They remain constant throughout the five-year forecast, to be conservative. A more detailed summary of the revenue offsets can be found in Schedules 4 and 5 for the water and wastewater utilities, respectively.

Table 2-2 and 2-3 show the key elements of the test year for water and wastewater, respectively, while detail for these values are provided in Schedule 1.

**Table 2-2
Test Year - Water**

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

1. Existing Debt broken out from transfer to general fund.

2. Service revenue to be calculated in revenue reconciliation.

Table 2-3
Test Year - Wastewater

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

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

Forecasted Revenue Requirement

The test year revenue requirement was used as the basis for the four-year financial forecast. Certain expenses were projected based on contractual terms, such as debt service payments, however, most expenses were O&M related costs and were assigned one of the inflation factors listed in Table 2-4.

Table 2-4
Inflation Factors

	FY 2026 ¹	FY 2027	FY 2028	FY 2029
Labor	0.0%	4.0%	4.0%	4.0%
Benefits	0.0%	4.0%	4.0%	4.0%
General	0.0%	2.5%	2.5%	2.5%
Capital	0.0%	5.0%	5.0%	5.0%
Utilities	0.0%	5.0%	5.0%	5.0%
Chemicals	0.0%	4.0%	4.0%	4.0%
None	0.0%	0.0%	0.0%	0.0%

1. Inflation factors in FY 2026 are 0.0% because NewGen is beginning with the FY 2026 Proposed Budget.

Section 2

Table 2-5 shows the projected revenue requirement for the four-year forecast period and is shown in greater detail for the water and wastewater utilities in Schedules 4 and 5, respectively.

Table 2-5
Revenue Requirement Forecast

	FY 2026	FY 2027	FY 2028	FY 2029
Water				
Expenses	\$2,003,442	\$2,161,399	\$2,220,780	\$2,282,462
Revenue	\$184,600	\$184,600	\$184,600	\$184,600
Revenue Requirement	\$1,818,842	\$1,976,799	\$2,036,180	\$2,097,862
Wastewater				
Expenses	\$1,550,247	\$1,630,548	\$1,683,517	\$2,055,250
Revenue	\$104,000	\$104,000	\$104,000	\$104,000
Revenue Requirement	\$1,446,247	\$1,526,548	\$1,579,517	\$1,951,250

SECTION 3 RATES

In evaluating the performance of existing water and wastewater rates, and to project future rates, some estimation of billed water consumption is required. NewGen reviewed customer billing data from FY 2019 through FY 2023. Additionally, assumptions were made regarding the meter count and types of customers, and their associated meter size. There were a number of accounts with an unknown meter size. To be conservative, the Project Team assumed any unknown meter to be the smallest meter size (3/4") offered by the City. No growth in the number of customers served was assumed in the proposed rate revenue scenarios to maintain a conservative approach in revenue forecasting. **The utility's actual water sales and customer counts should be compared annually to the figures utilized within this Study. To the extent significant variances exist, then the rates forecasted herein may need to be amended.**

Revenue Recovery from Current Rates

The current water rate structure consists of a monthly minimum charge for each retail customer unit and a volumetric charge for all gallons used. The rates for water and wastewater are shown in tables 3-1 and 3-2, respectively. The City currently has annual adjustments to rates for both water and wastewater. Water has an annual increase based on the Consumer Price Index (CPI). This varies from year to year, but for the purpose of this study, 3% was used as this was the amount of the most recent increase in September of 2025. Wastewater has an annual increase in January of each year of 5%.

Charges for wastewater are based on each customer's water consumption. For commercial customers charges are based on exact water usage while residential customer charges are based on a winter average. This is calculated by taking the average water used in the three lowest months from December through March.

Table 3-1
Current Water Rates

	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Minimum Monthly Charge				
Residential	\$19.48	\$20.06	\$20.66	\$21.28
Commercial	19.48	20.06	20.66	21.28
City – Landscaping	-	-	-	-
Industrial	109.56	112.85	116.23	119.72
WMBG Residential	19.48	20.06	20.66	21.28
WMBG Commercial	19.48	20.06	20.66	21.28
City Water	19.48	20.06	20.66	21.28

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	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Volumetric Charge¹				
Residential, Commercial, City Water, WMBG Residential, WMBG Commercial				
0-2,000 gallons	\$-	\$-	\$-	\$-
2,001-7,000 gallons	3.41	3.51	3.62	3.73
7,001-15,000 gallons	3.86	3.98	4.10	4.22
15,001-29,000 gallons	4.34	4.47	4.60	4.74
29,001-50,000 gallons	4.87	5.02	5.17	5.32
50,000+ gallons	5.30	5.46	5.62	5.79
Industrial				
0-50,000 gallons	\$3.86	\$3.98	\$4.10	\$4.22
50,001-100,000 gallons	4.34	4.47	4.60	4.74
100,001-150,000 gallons	4.87	5.02	5.17	5.32
150,000+ gallons	5.30	5.46	5.62	5.79
City - Landscaping	\$0.74	\$0.76	\$0.79	\$0.81

1. Volumetric Rate per 1,000 gallons

**Table 3-2
Current Wastewater Rates**

	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Minimum Monthly Charge				
SW Residential Averaged	\$14.46	\$15.18	\$15.94	\$16.74
Commercial	14.46	15.18	15.94	16.74
SW WMBG - Residential Average	23.98	25.18	26.44	27.76
SW WMBG Commercial	23.98	25.18	26.44	27.76
SW Residential Bathhouse	16.30	17.11	17.97	18.86
SW Bathhouse Commercial	50.09	52.59	55.22	57.98
Volumetric Charge¹				
SW Residential Averaged	\$5.08	\$5.34	\$5.60	\$5.88
Commercial	5.08	5.34	5.60	5.88
SW WMBG - Residential Average	5.08	5.34	5.60	5.88
SW WMBG Commercial	5.08	5.34	5.60	5.88
SW Residential Bathhouse	-	-	-	-
SW Bathhouse Commercial	-	-	-	-

1. Volumetric Rate per 1,000 gallons

Under the current forecasted rates, as shown in Table 3-3 and detailed in Schedule 6 for water and Schedule 8 for wastewater, the City is not anticipated to generate sufficient revenue to recover the cost of providing water and wastewater service.

Table 3-3
Projected Revenue Under Current Rates

	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Water – Under Current				
Revenue	\$1,639,003	\$1,688,173	\$1,738,818	\$1,790,983
Revenue Requirement	1,818,842	1,976,799	2,036,180	2,097,862
Water Over / (Under)¹	(179,839)	(288,626)	(297,362)	(306,879)
Cumulative Over / (Under)	(179,839)	(468,465)	(765,827)	(1,072,706)
Wastewater – Under Current				
Revenue	\$1,133,031	\$1,189,682	\$1,249,167	\$1,311,625
Revenue Requirement	1,446,247	1,526,548	1,579,517	1,951,250
Wastewater Over / (Under)¹	(313,216)	(336,865)	(330,350)	(639,625)
Cumulative Over / (Under)	(313,216)	(650,082)	(980,432)	(1,620,056)

1. Any minor arithmetic deviation is due to rounding.

Changes to rates are recommended to ensure proper recovery of the cost associated with water and wastewater service. These changes will be discussed in the following sections.

Proposed Water Rates

Two scenarios were designed for proposed water rate increases. The rate increases outlined in the following section are proposed to take effect at the beginning of each fiscal year (July 1) for FY 2027 through FY 2029. Each scenario includes the phase-in of meter equivalent minimum bills over ten years (described below) and a phase-out of 2,000 gallons included in minimum bills over two years. The phasing out of the 2,000 gallons in the minimum bill for “free”, encourages conservation by customers and follows best management practices with regard to the establishment of water rate structures by water utilities, as endorsed by the American Water Works Association (AWWA). Additionally, the Project Team proposes a 1.25x multiplier on outside customer rates. This reflects the higher cost of providing service to customers located outside the City limits. Proposed water rates are outlined in detail in Schedules 7-1 and 7-2. In Water Rate Scenario 1, NewGen proposes 3% increases for Residential and City, 5% for Commercial and Industrial. In Water Rate Scenario 2, the proposed increases are 6% for Residential and City, 8% Commercial and Industrial.

Water Minimum Bills

Larger water meters can place proportionally greater demands on the water distribution system.⁴ Because of this, it is appropriate for customers with larger meters to pay a higher fixed service charge (i.e., minimum bill). This charge compensates the utility for the additional infrastructure capacity—such as larger water lines, pumps, and storage facilities—required to accommodate higher potential demands associated with larger meters regardless of actual water use. Meter equivalents, which express the relative capacity of different meter sizes compared to a standard meter⁵ or the minimum meter size for residential customers, are summarized in Table 3-4.

Table 3-4
Proposed Water Meter Equivalents

Meter Size (inches)	Meter Equivalent
¾"	1
1"	2.5
1 ½"	5
2"	8
3"	16
4"	25

NewGen recommends phasing in meter equivalent-based minimum bills over a 10-year period. Gradually implementing the new rates, rather than adopting them all at once, will assist in minimizing “rate shock” for customers as they move toward a cost based minimum bill, based on meter size. It should be emphasized that this is a standard industry practice in water rate setting and endorsed by the American Water Works Association. Proposed minimum bill rates for Water Rate Scenario 1 and 2 are outlined in Table 3-5 and Table 3-6, respectively.

Table 3-5
Proposed Minimum Bill Rates: Water – Scenario 1

Meter Size (inches)	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Residential, City				
¾"	\$19.48	\$20.06	\$20.66	\$21.28
1"	19.48	22.85	26.22	29.60
1 ½"	19.48	28.17	36.87	45.56
2"	19.48	34.56	49.64	64.71
3"	19.48	51.58	83.69	115.79
4"	19.48	70.74	122.00	173.26

⁴ American Water Works Association, *M1: Principles of Water Rates, Fees, and Charges*, 7th ed., Appendix B – Equivalent Meter Ratios (Denver, CO: American Water Works Association, 2017).

⁵ The standard meter size used for the meter equivalent calculations is a ¾" meter.

Meter Size (inches)	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Commercial				
3/4"	\$19.48	\$20.45	\$21.47	\$22.55
1"	19.48	23.17	26.86	30.54
1 1/2"	19.48	28.80	38.13	47.46
2"	19.48	35.57	51.66	67.75
3"	19.48	53.61	87.73	121.86
4"	19.48	73.90	128.32	182.74
City – Landscaping				
All Sizes	\$-	\$-	\$-	\$-
Industrial				
3/4"	\$109.56	\$20.45	\$21.47	\$22.55
1"	109.56	109.56	109.56	109.56
1 1/2"	109.56	109.56	109.56	109.56
2"	109.56	109.56	109.56	109.56
3"	109.56	109.56	109.56	121.86
4"	109.56	109.56	128.32	182.74
WMBG Residential				
3/4"	\$19.48	\$25.08	\$25.83	\$26.60
1"	19.48	28.56	32.78	37.00
1 1/2"	19.48	35.21	46.08	56.95
2"	19.48	43.20	62.04	80.89
3"	19.48	64.48	104.61	144.74
4"	19.48	88.42	152.50	216.57
WMBG Commercial				
3/4"	\$19.48	\$25.56	\$26.84	\$28.18
1"	19.48	28.96	33.57	38.18
1 1/2"	19.48	36.00	47.66	59.32
2"	19.48	44.46	64.57	84.68
3"	19.48	67.01	109.67	152.33
4"	19.48	92.37	160.40	228.42

Table 3-6
Proposed Minimum Bill Rates: Water – Scenario 2

Meter Size (inches)	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Residential, City				
3/4"	\$19.48	\$20.65	\$21.88	\$23.20
1"	19.48	23.33	27.18	31.03
1 1/2"	19.48	29.13	38.78	48.43
2"	19.48	36.09	52.70	69.31
3"	19.48	54.65	89.81	124.98
4"	19.48	75.52	131.57	187.62
Commercial				
3/4"	\$19.48	\$21.04	\$22.72	\$24.54
1"	19.48	23.66	27.85	32.04
1 1/2"	19.48	29.80	40.12	50.44
2"	19.48	37.16	54.84	72.52
3"	19.48	56.79	94.10	131.41
4"	19.48	78.87	138.26	197.65
City – Landscaping				
All Sizes	\$-	\$-	\$-	\$-
Industrial				
3/4"	\$109.56	\$21.04	\$22.72	\$24.54
1"	109.56	109.56	109.56	109.56
1 1/2"	109.56	109.56	109.56	109.56
2"	109.56	109.56	109.56	109.56
3"	109.56	109.56	109.56	131.41
4"	109.56	109.56	138.26	197.65
WMBG Residential				
3/4"	\$19.48	\$25.81	\$27.36	\$29.00
1"	19.48	29.16	33.98	38.79
1 1/2"	19.48	36.41	48.47	60.54
2"	19.48	45.11	65.87	86.64
3"	19.48	68.31	112.27	156.23
4"	19.48	94.41	164.46	234.52
WMBG Commercial				
3/4"	\$19.48	\$26.29	\$28.40	\$30.67
1"	19.48	29.58	34.81	40.04
1 1/2"	19.48	37.25	50.15	63.05
2"	19.48	46.45	68.55	90.65
3"	19.48	70.98	117.62	164.26
4"	19.48	98.59	172.83	247.07

Volumetric Rates

The volumetric rates charged to all residential, commercial, and industrial customers are based on an inclining block rate structure and the Project Team recommends maintaining this rate structure. As mentioned earlier, NewGen recommends a phase-out of the 2,000 gallons of “free” water currently included in the minimum bill over a two year timeframe. Similar to the minimum bills, proposed volumetric rates for outside-city customers are subject to a 1.25x multiplier. The multiplier accounts for the higher cost of serving customers located outside the city limits. Proposed volumetric rates for Water Rate Scenarios 1 and 2 are shown in Table 3-7 and Table 3-8, respectively.

Table 3-7
Proposed Volumetric Rates: Water – Scenario 1

Volumetric Rate ¹	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Residential, City				
0-1,000 gallons	\$-	\$-	\$3.62	\$3.73
1,001-2,000 gallons	-	3.51	3.62	3.73
2,001-7,000 gallons	3.41	3.51	3.62	3.73
7,001-15,000 gallons	3.86	3.98	4.10	4.22
15,001-29,000 gallons	4.34	4.47	4.60	4.74
29,001-50,000 gallons	4.87	5.02	5.17	5.32
50,000+ gallons	5.30	5.46	5.62	5.79
Commercial				
0-1,000 gallons	\$-	\$-	\$3.76	3.95
1,001-2,000 gallons	-	3.58	3.76	3.95
2,001-7,000 gallons	3.41	3.58	3.76	3.95
7,001-15,000 gallons	3.86	4.06	4.26	4.47
15,001-29,000 gallons	4.34	4.55	4.78	5.02
29,001-50,000 gallons	4.87	5.12	5.37	5.64
50,000+ gallons	5.30	5.57	5.84	6.14
Industrial				
0-50,000 gallons	\$3.86	\$4.06	\$4.26	\$4.47
50,001-100,000 gallons	4.34	4.55	4.78	5.02
100,001-150,000 gallons	4.87	5.12	5.37	5.64
150,000+ gallons	5.30	5.57	5.84	6.14
WMBG Residential				
0-1,000 gallons	-	\$-	\$4.52	\$4.66
1,001-2,000 gallons	-	4.39	4.52	4.66
2,001-7,000 gallons	3.41	4.39	4.52	4.66
7,001-15,000 gallons	3.86	4.97	5.12	5.28
15,001-29,000 gallons	4.34	5.58	5.75	5.92

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Volumetric Rate ¹	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
29,001-50,000 gallons	4.87	6.27	6.46	6.65
50,000+ gallons	5.30	6.82	7.03	7.24
WMBG Commercial				
0-1,000 gallons	\$-	\$-	\$4.70	\$4.93
1,001-2,000 gallons	-	4.47	4.70	4.93
2,001-7,000 gallons	3.41	4.47	4.70	4.93
7,001-15,000 gallons	3.86	5.07	5.32	5.59
15,001-29,000 gallons	4.34	5.69	5.98	6.27
29,001-50,000 gallons	4.87	6.39	6.71	7.05
50,000+ gallons	5.30	6.96	7.30	7.67
City - Landscaping				
0+ gallons	\$0.74	\$0.76	\$0.79	\$0.81

1. Volumetric rate per 1,000 gallons.

Table 3-8
Proposed Volumetric Rates: Water – Scenario 2

Volumetric Rate ¹	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Residential				
0-1,000 gallons	\$-	\$-	\$3.83	\$4.06
1,001-2,000 gallons	-	3.61	3.83	4.06
2,001-7,000 gallons	3.41	3.61	3.83	4.06
7,001-15,000 gallons	3.86	4.09	4.34	4.60
15,001-29,000 gallons	4.34	4.60	4.87	5.16
29,001-50,000 gallons	4.87	5.16	5.47	5.80
50,000+ gallons	5.30	5.62	5.96	6.31
Commercial				
0-1,000 gallons	\$-	\$-	\$3.98	4.29
1,001-2,000 gallons	-	3.68	3.98	4.29
2,001-7,000 gallons	3.41	3.68	3.98	4.29
7,001-15,000 gallons	3.86	4.17	4.51	4.87
15,001-29,000 gallons	4.34	4.68	5.06	5.46
29,001-50,000 gallons	4.87	5.26	5.68	6.14
50,000+ gallons	5.30	5.72	6.18	6.68
Industrial				
0-50,000 gallons	\$3.86	\$4.17	\$4.51	\$4.87
50,001-100,000 gallons	4.34	4.68	5.06	5.46

Volumetric Rate ¹	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
100,001-150,000 gallons	4.87	5.26	5.68	6.14
150,000+ gallons	5.30	5.72	6.18	6.68
WMBG Residential				
0-1,000 gallons	-	\$-	\$4.79	\$5.08
1,001-2,000 gallons	-	4.52	4.79	5.08
2,001-7,000 gallons	3.41	4.52	4.79	5.08
7,001-15,000 gallons	3.86	5.12	5.42	5.75
15,001-29,000 gallons	4.34	5.75	6.09	6.46
29,001-50,000 gallons	4.87	6.46	6.84	7.25
50,000+ gallons	5.30	7.02	7.44	7.89
WMBG Commercial				
0-1,000 gallons	-	\$-	\$4.97	\$5.37
1,001-2,000 gallons	-	4.60	4.97	5.37
2,001-7,000 gallons	3.41	4.60	4.97	5.37
7,001-15,000 gallons	3.86	5.21	5.63	6.08
15,001-29,000 gallons	4.34	5.85	6.32	6.83
29,001-50,000 gallons	4.87	6.58	7.10	7.67
50,000+ gallons	5.30	7.16	7.73	8.35
City - Landscaping				
0+ gallons	\$0.74	\$0.78	\$0.83	\$0.88

1. Volumetric rate per 1,000 gallons.

Proposed Wastewater Rates

Two scenarios were designed for proposed wastewater rate increases. Similar to the proposed water rate increases, the rate increases outlined in the following section are proposed to take effect at the beginning of each fiscal year (July 1) for FY 2027 through FY 2029. In Rate Scenario 1, NewGen proposes an annual 15% increase in the minimum bill and volumetric rates for FY 2027 through FY 2029. In Rate Scenario 2, NewGen proposes an annual 25% increase in the minimum bill and volumetric rates for FY 2027 through FY 2029. Proposed wastewater rates for Scenarios 1 and 2 are shown in Table 3-9 and 3-10, respectively. They are outlined in detail in Schedules 9-1 and 9-2.

Table 3-9
Proposed Minimum Bill: Wastewater – Scenario 1

	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Minimum Monthly Charge				
SW Residential Averaged	\$14.46	\$16.63	\$19.12	\$21.99
Commercial	14.46	16.63	19.12	21.99
SW WMBG - Residential Average	23.98	27.58	31.72	36.47

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	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
SW WMBG Commercial	23.98	27.58	31.72	36.47
SW Residential Bathouse	16.30	18.74	21.55	24.78
SW Bathouse Commercial	50.09	57.60	66.24	76.17
Volumetric Charge¹				
SW Residential Averaged	\$5.08	\$5.84	\$6.72	\$7.73
Commercial	5.08	5.84	6.72	7.73
SW WMBG - Residential Average	5.08	5.84	6.72	7.73
SW WMBG Commercial	5.08	5.84	6.72	7.73
SW Residential Bathouse	-	-	-	-
SW Bathouse Commercial	-	-	-	-

1. Volumetric Rate per 1,000 gallons

Table 3-10
Proposed Minimum Bill: Wastewater – Scenario 2

	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Minimum Monthly Charge				
SW Residential Averaged	\$14.46	\$18.07	\$22.59	\$28.24
Commercial	14.46	18.07	22.59	28.24
SW WMBG - Residential Average	23.98	29.98	37.47	46.84
SW WMBG Commercial	23.98	29.98	37.47	46.84
SW Residential Bathouse	16.30	20.37	25.46	31.83
SW Bathouse Commercial	50.09	62.61	78.26	97.82
Volumetric Charge¹				
SW Residential Averaged	\$5.08	\$6.35	\$7.94	\$9.93
Commercial	5.08	6.35	7.94	9.93
SW WMBG - Residential Average	5.08	6.35	7.94	9.93
SW WMBG Commercial	5.08	6.35	7.94	9.93
SW Residential Bathouse	-	-	-	-
SW Bathouse Commercial	-	-	-	-

1. Volumetric Rate per 1,000 gallons

Table 3-11 summarizes the projected revenue recovery under the proposed water rate and wastewater rate scenarios. Schedules 7-1 and 7-2 provide the detailed rates and revenue recovery calculations for water. Schedules 9-1 and 9-2 provide the same for wastewater.

Table 3-11
Projected Revenue Under Proposed Rates

	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
Water – Scenario 1				
Revenue	\$1,639,003	\$1,818,023	\$2,008,400	\$2,085,827
Revenue Requirement	1,818,842	1,976,799	2,036,180	2,097,862
Water Over / (Under)¹	(179,839)	(158,775)	(27,781)	(12,035)
Cumulative Over / (Under)	(179,839)	(338,615)	(366,395)	(378,431)
Water – Scenario 2				
Revenue	\$1,639,003	\$1,870,809	\$2,126,190	\$2,271,410
Revenue Requirement	1,818,842	1,976,799	2,036,180	2,097,862
Wastewater Over / (Under)¹	(179,839)	(105,989)	90,009	173,548
Cumulative Over / (Under)	(179,839)	(285,829)	(195,819)	(22,271)
Wastewater – Scenario 1				
Revenue	\$1,133,031	\$1,334,766	\$1,534,981	\$1,765,228
Revenue Requirement	1,446,247	1,526,548	1,579,517	1,951,250
Wastewater Over / (Under)¹	(313,216)	(191,782)	(44,536)	(186,022)
Cumulative Over / (Under)	(313,216)	(504,998)	(549,534)	(735,557)
Wastewater – Scenario 2				
Revenue	\$1,133,031	\$1,450,832	\$1,813,540	\$2,266,925
Revenue Requirement	1,446,247	1,526,548	1,579,517	1,951,250
Wastewater Over / (Under)¹	(313,216)	(75,716)	234,024	315,676
Cumulative Over / (Under)	(313,216)	(388,932)	(154,908)	160,768

1. Any minor arithmetic deviation is due to rounding.

Reserves

As of September 2025, the water and wastewater utilities maintain approximately \$1,823,433 in cash across their respective repair and maintenance reserves. In addition, the City holds an emergency cash balance of \$575,000. The shortfall in revenue requirements under both scenarios is offset by drawing from these reserves. Under Scenario 2, rate revenues begin to generate an over-recovery in FY 2028, which is then allocated to further strengthen the reserve balances. Scenarios 1 and 2 are presented in Schedules 10-1 and 10-2, respectively.

Recommendations

Based on NewGen's experience and the analysis herein, we suggest following recommendations:

1. The City should implement the Proposed Water Rate Scenario 2 rate increases as developed by NewGen. This would ensure the water utility is generating a positive cash flow by FY 2029.
2. The City should implement the Proposed Wastewater Rate Scenario 2 rate increases as developed by NewGen. This would ensure the wastewater utility is generating a positive cash flow by FY 2029.
3. Currently, the City does not have any customers subject to wastewater strength monitoring. NewGen recommends implementing strength monitoring for any large industrial wastewater users to ensure that they are not introducing higher concentration of pollutants into the system. By monitoring these customers, the utility can track pollutant loading trends to ensure the plant stays within its strength loading limits from both a regulatory compliance standpoint, as well as to ensure a fair and equitable cost recovery from customers with higher strength wastewater.
4. There were a number of accounts with an unknown meter size. While the Project Team assumed any unknown meter to be the smallest meter size provided by the City (a $\frac{3}{4}$ " meter) to be conservative, NewGen recommends identifying unknown meter sizes to more accurately project revenue recovery and ensure that the proper rates are being charged to each customer under the proposed minimum bills.
5. NewGen recommends at some point in the future the City consider consolidating the current tiers of the inclining block water rate structure. Rather than the six tiers as shown in the current water rate structure, NewGen would recommend the City consider consolidating down to three or four tiers with larger rate increases between the blocks. This would aid in ease of billing and send clearer pricing signals to the customer as they increase their water consumption. This has become a more common practice within the water industry for the reasons just described. This is a lower priority and should only be considered once Recommendations 1 and 2 are addressed.



APPENDIX A SCHEDULES

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Appendix A

List of Schedules

Schedule 1	Test Year
Schedule 2	Existing Debt
Schedule 3	Proposed Debt
Schedule 4	Water Five-Year Forecast
Schedule 5	Wastewater Five-Year Forecast
Schedule 6	Water Over/(Under) Current Rates – CPI Adjusted
Schedule 7-1	Water Over/(Under) Under Proposed Rates – Scenario 1
Schedule 7-2	Water Over/(Under) Under Proposed Rates – Scenario 2
Schedule 8	Wastewater Over/(Under) Current Rates
Schedule 9-1	Wastewater Over/(Under) Under Proposed Rates – Scenario 1
Schedule 9-2	Wastewater Over/(Under) Under Proposed Rates – Scenario 2
Schedule 10-1	Reserves – Scenario 1
Schedule 10-2	Reserves – Scenario 2

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City of Truth or Consequences, New Mexico
Water-Wastewater Cost of Service Study
Test Year

Line No.	Account Number	Description	FY 2024		FY 2025		FY 2025		FY 2026	Adjustments	Test Year	Allocation		Test Year		Inflation Factor			
			Actual		Budget		Actual	Budget				Water	WW	Water	WW				
Expenses																			
	Water																		
1	504-3803-40110	FULL TIME WAGES-WATER DIVISION	\$	228,669	\$	353,725	\$	301,488	\$	365,591	\$	365,591	100%	0%	\$	365,591	\$	-	Labor
2	504-3803-40120	TEMPORARY POSITION										-	100%	0%		-		-	Labor
3	504-3803-40125	OVERTIME WAGES-WATER DIVISION		27,992		67,600		51,877		26,000		26,000	100%	0%		26,000		-	Labor
4	504-3803-40135	STANDBY WAGES-WATER DIVISION		1,757		9,000		3,726		5,000		5,000	100%	0%		5,000		-	Labor
5	504-3803-40140	DELAYED COMPENSATION-WATER DIV		993		5,000		-		5,000		5,000	100%	0%		5,000		-	Labor
6	504-3803-41205	FICA-REGULAR-WATER DIVISION		15,866		25,300		21,669		25,085		25,085	100%	0%		25,085		-	Benefits
7	504-3803-41210	FICA-MEDICARE-WATER DIVISION		3,711		5,925		5,068		5,867		5,867	100%	0%		5,867		-	Benefits
8	504-3803-41215	PERA-WATER DIVISION		24,127		41,710		33,047		43,140		43,140	100%	0%		43,140		-	Benefits
9	504-3803-41225	HEALTH INSURANCE-WATER DIVISION		27,435		71,115		38,100		85,351		85,351	100%	0%		85,351		-	Benefits
10	504-3803-41226	RETIREE INSURANCE		9,221		11,075		9,691		10,968		10,968	100%	0%		10,968		-	Benefits
11	504-3803-41235	UNEMPLOYMENT INSURANCE-WATER...		-		2,302		2,302		700		700	100%	0%		700		-	Benefits
12	504-3803-41240	WORKER'S COMP ASSESSMENT		54		85		72		90		90	100%	0%		90		-	Benefits
13	504-3803-41785	WORKER'S COMP. PREMIUMS		1,684		3,500		2,287		-		-	100%	0%		-		-	Benefits
14	504-3803-42305	MILEAGE REIMBURSEMENT		-		-		-		-		-	100%	0%		-		-	General
15	504-3803-42310	PER DIEM-WATER DIVISION		225		-		-		6,000		6,000	100%	0%		6,000		-	General
16	504-3803-42620	UNIFORM/LINEN-WATER DIVISION		2,625		4,500		3,267		3,750		3,750	100%	0%		3,750		-	General
17	504-3803-42720	EMPLOYEE TRAINING-WATER DIVISI...		2,921		3,000		1,212		27,000		27,000	100%	0%		27,000		-	General
18	504-3803-43316	FUEL		29,413		40,750		27,646		25,000		25,000	100%	0%		25,000		-	General
19	504-3803-43317	DIESEL-WATER DIVISION								-		-	100%	0%		-		-	General
20	504-3803-43465	RENT OF EQUIPMENT		850		1,200		596		1,200		1,200	100%	0%		1,200		-	General
21	504-3803-43466	RENT OF LAND/BUILDING		2,153		2,500		-		2,200		2,200	100%	0%		2,200		-	General
22	504-3803-43740	PRINTING/PUBLISHING		798		1,500		813		1,500		1,500	100%	0%		1,500		-	General
23	504-3803-43770	SUBSCRIPTION/DUES		1,449		7,000		6,317		10,000		10,000	100%	0%		10,000		-	General
24	504-3803-43775	TELEPHONE		2,613		8,000		3,452		4,500		4,500	100%	0%		4,500		-	General
25	504-3803-43780	UTILITIES		140,352		179,500		172,649		-		-	100%	0%		-		-	Utilities
26	504-3803-43797	WATER CONSERVATION-WATER DIVIS...		14,906		20,000		17,191		22,000		22,000	100%	0%		22,000		-	General
27	504-3803-43815	SOFTWARE LIC/SOFTWARE UPDATE		16,426		27,500		25,467		30,000		30,000	100%	0%		30,000		-	General
28	504-3803-44605	CHEMICALS/LABORATORY TESTING		911		15,000		7,378		15,000		15,000	100%	0%		15,000		-	Chemicals
29	504-3803-44606	OFFICE SUPPLIES		1,533		3,800		2,594		3,000		3,000	100%	0%		3,000		-	General
30	504-3803-44607	FIELD SUPPLIES-WATER DIVISION		125,741		170,642		94,373		100,000		100,000	100%	0%		100,000		-	Chemicals
31	504-3803-44613	NON-CAPITAL ITEMS		1,428		-		-		-		-	100%	0%		-		-	General
32	504-3803-44615	SAFETY EQUIPMENT		5,128		10,000		9,621		10,000		10,000	100%	0%		10,000		-	General
33	504-3803-44810	EQUIPMENT & MACHINERY-WATER DIV		-		4,000		3,644		4,000		4,000	100%	0%		4,000		-	Capital
34	504-3803-45796	FRANCHISE TAX-WATER DIVISION		4,793		4,905		4,904		6,000		6,000	100%	0%		6,000		-	General
35	504-3803-46731	PROPERTY INSURANCE-WATER DIVIS...		2,346		2,500		2,500		-		-	100%	0%		-		-	General
36	504-3803-46732	GENERAL LIABILITY INSURANCE		4,576		7,000		7,000		-		-	100%	0%		-		-	General
37	504-3803-46733	VEHICLE INSURANCE		2,515		3,000		3,000		-		-	100%	0%		-		-	General
38	504-3803-46794	GOVT GROSS RECEIPTS TAX		70,404		71,291		71,291		150,000		150,000	100%	0%		150,000		-	General
39	504-3803-47415	MAINTENANCE--REPAIRS GROUNDS -...		59,841		80,000		21,670		40,000		40,000	100%	0%		40,000		-	General
40	504-3803-47420	MAINTENANCE-VEHICLE/EQUIP-WAT...		17,594		17,073		16,112		13,000		13,000	100%	0%		13,000		-	General
41	504-3803-47421	MAINTENANCE EQUIPMENT		141,036		62,190		8,793		50,000		50,000	100%	0%		50,000		-	General
42	504-3803-47425	OTHER MAINT-WATER METERS-WAT...		-		-		-		-		-	100%	0%		-		-	General
43	504-3803-47430	EMERGENCY REPAIRS		-		-		-		-		-	100%	0%		-		-	General
44	504-3803-48596	AUDIT CONTRACT		9,710		9,710		9,710		-		-	100%	0%		-		-	General
45	504-3803-48598	PROFESSIONAL SERVICES		86,386		100,000		60,370		50,000		50,000	100%	0%		50,000		-	General
46	504-3803-48599	OTHER CONTRACTUAL SERVICES		-		-		-		-		-	100%	0%		-		-	General
47	504-3803-49930	TRANSFER OUT		681,276		5,212,518		812,517		517,000	(372,650)	144,350	100%	0%		144,350		-	General
48	504-3803-80810	OTHER CAPITAL EQUIPMENT-VEHICL...		22,580		-		-		60,000		60,000	100%	0%		60,000		-	Capital

City of Truth or Consequences, New Mexico
Water-Wastewater Cost of Service Study
Test Year

Line No.	Account Number	Description	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Adjustments	Test Year	Allocation Water	WW	Test Year Water	WW	Inflation Factor
49	504-3803-80845	CAPITAL IMPROVEMENTS EQUIPM.	-	30,000	28,724	-	-	-	100%	0%	-	-	Capital
50	504-3803-43595	INSURACE, UTILITY, & MAINT	-	-	-	229,500	-	229,500	100%	0%	229,500	-	Capital
51	504-3803-43403	REGULAR BUILDING MAINTEN	206	-	-	-	-	-	100%	0%	-	-	None
52	Total Water Expense		\$ 1,794,245	\$ 6,695,416	\$ 1,892,136	\$ 1,953,442	\$ (372,650)	\$ 1,580,792			\$ 1,580,792	\$ -	
Wastewater													
53	506-4005-40110	FULL TIME WAGES-WASTEWATER DIV...	\$ 249,173	\$ 168,415	\$ 164,938	\$ 230,558	-	\$ 230,558	0%	100%	\$ -	\$ 230,558	Labor
54	506-4005-40115	PART TIME WAGES-WASTEWATER DI...	-	-	-	-	-	-	0%	100%	-	-	Labor
55	506-4005-40125	OVERTIME WAGES-WASTEWATER DIV...	34,813	25,000	11,225	25,000	-	25,000	0%	100%	-	25,000	Labor
56	506-4005-40135	STANDBY WAGES-WASTEWATER DIVI...	3,624	10,000	1,774	10,000	-	10,000	0%	100%	-	10,000	Labor
57	506-4005-40140	DELAYED COMPENSATION-WASTEW...	1,977	2,090	2,090	1,000	-	1,000	0%	100%	-	1,000	Labor
58	506-4005-41205	FICA-REGULAR-WASTEWATER DIVISI...	17,432	18,625	10,766	16,527	-	16,527	0%	100%	-	16,527	Benefits
59	506-4005-41210	FICA-MEDICARE-WASTEWATER DIVIS...	4,077	4,355	2,518	3,865	-	3,865	0%	100%	-	3,865	Benefits
60	506-4005-41215	PERA-WASTEWATER DIVISION	26,278	29,765	18,109	27,206	-	27,206	0%	100%	-	27,206	Benefits
61	506-4005-41225	HEALTH INSURANCE-WASTEWATER D...	47,443	64,786	33,790	87,258	-	87,258	0%	100%	-	87,258	Benefits
62	506-4005-41226	RETIREE INSURANCE	4,796	8,650	3,926	6,917	-	6,917	0%	100%	-	6,917	Benefits
63	506-4005-41235	UNEMPLOYMENT INSURANCE-WAST...	-	3,598	3,597	1,100	-	1,100	0%	100%	-	1,100	Benefits
64	506-4005-41240	WORKER'S COMP ASSESSMENT	54	80	36	65	-	65	0%	100%	-	65	Benefits
65	506-4005-41785	WORKER'S COMP. PREMIUMS	2,731	3,000	1,143	-	-	-	0%	100%	-	-	Benefits
66	506-4005-42305	MILEAGE REIMBURSEMENT	-	-	-	-	-	-	0%	100%	-	-	General
67	506-4005-42310	PER DIEM-WASTEWATER DIVISION	320	-	-	-	-	-	0%	100%	-	-	General
68	506-4005-42620	UNIFORM/LINEN-WASTEWATER DIVIS...	3,354	2,500	1,930	4,375	-	4,375	0%	100%	-	4,375	General
69	506-4005-42720	EMPLOYEE TRAINING-WASTEWATER ...	2,191	1,547	1,547	12,300	-	12,300	0%	100%	-	12,300	General
70	506-4005-43316	FUEL	11,738	12,000	8,855	12,000	-	12,000	0%	100%	-	12,000	General
71	506-4005-43317	DIESEL FUEL-WASTEWATER DIVISION	-	-	-	-	-	-	0%	100%	-	-	General
72	506-4005-43416	O & M PURCHASES-WASTEWATER DIV	-	-	-	-	-	-	0%	100%	-	-	General
73	506-4005-43465	RENT OF EQUIPMENT	4,508	7,600	6,078	8,000	-	8,000	0%	100%	-	8,000	General
74	506-4005-43735	POSTAGE & MAIL SERVICES	-	-	-	-	-	-	0%	100%	-	-	General
75	506-4005-43740	PRINTING/PUBLISHING	798	2,000	41	2,000	-	2,000	0%	100%	-	2,000	General
76	506-4005-43770	SUBSCRIPTION & DUES	278	6,164	5,001	6,000	-	6,000	0%	100%	-	6,000	General
77	506-4005-43775	TELEPHONE	4,951	5,150	4,895	5,500	-	5,500	0%	100%	-	5,500	General
78	506-4005-43780	UTILITIES	151,672	195,524	193,212	-	-	-	0%	100%	-	-	General
79	506-4005-43815	SOFTWARE LIC/SOFTWARE UPDATE	13,095	17,000	14,478	17,000	-	17,000	0%	100%	-	17,000	Utilities
80	506-4005-44605	CHEMICALS/LABORATORY TESTING	16,741	93,122	57,085	50,000	-	50,000	0%	100%	-	50,000	Chemicals
81	506-4005-44606	OFFICE SUPPLIES	3,118	3,500	2,096	3,500	-	3,500	0%	100%	-	3,500	General
82	506-4005-44607	FIELD SUPPLIES-WASTEWATER DIVISI...	53,811	40,000	30,319	30,000	-	30,000	0%	100%	-	30,000	General
83	506-4005-44613	NON-CAPITAL ITEMS	1,193	5,000	1,921	5,000	-	5,000	0%	100%	-	5,000	General
84	506-4005-44615	SAFETY EQUIPMENT	4,257	8,000	7,426	8,000	-	8,000	0%	100%	-	8,000	General
85	506-4005-46731	PROPERTY INSURANCE-WASTERWAT...	4,009	4,500	4,500	-	-	-	0%	100%	-	-	General
86	506-4005-46732	GENERAL LIABILITY INSURANCE	4,254	6,000	6,000	-	-	-	0%	100%	-	-	General
87	506-4005-46733	VEHICLE INSURANCE	1,881	2,500	2,500	-	-	-	0%	100%	-	-	General
88	506-4005-46794	GOVT GROSS RECEIPTS TAX	57,341	59,387	59,386	70,000	-	70,000	0%	100%	-	70,000	General
89	506-4005-47415	MAINTENANCE--REPAIRS GROUNDS -...	37,106	40,000	33,470	40,000	-	40,000	0%	100%	-	40,000	General
90	506-4005-47420	MAINTENANCE-VEHICLE/EQUIP-WAS...	29,964	28,022	26,362	25,000	-	25,000	0%	100%	-	25,000	General
91	506-4005-47425	OTHER MAINTENANCE-WASTEWATER...	15,298	44,000	16,415	20,000	-	20,000	0%	100%	-	20,000	General
92	506-4005-47430	EMERGENCY REPAIRS	-	-	-	-	-	-	0%	100%	-	-	General
93	506-4005-48596	AUDIT CONTRACT	9,710	9,710	9,710	10,000	-	10,000	0%	100%	-	10,000	General
94	506-4005-48598	PROFESSIONAL SERVICES	134,061	99,377	63,326	75,000	-	75,000	0%	100%	-	75,000	General
95	506-4005-48599	OTHER CONTRACTUAL SERVICES	51,259	11,365	-	60,000	-	60,000	0%	100%	-	60,000	General
96	506-4005-48798	VILLAGE OF WILLIAMSBURG-WASTE...	49,567	50,000	46,071	45,000	-	45,000	0%	100%	-	45,000	General
97	506-4005-49930	TRANSFER OUT	121,450	624,865	288,924	242,076	(78,239)	163,837	0%	100%	-	163,837	General
98	506-4005-80810	OTHER CAPITAL EQUIPMENT-VEHICL...	47,494	-	-	35,000	-	35,000	0%	100%	-	35,000	Capital

City of Truth or Consequences, New Mexico
Water-Wastewater Cost of Service Study
Test Year

Line No.	Account Number	Description	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Adjustments	Test Year	Allocation Water	WW	Test Year Water	WW	Inflation Factor
99	506-4005-80845	CAPITAL IMPROVEMENTS EQUIPMENT	-	95,455	95,454	30,000		30,000	0%	100%	-	30,000	Capital
100	506-4005-44810	EQUIPMENT & MACHINERY	2,427	3,443	3,253	5,000		5,000	0%	100%	-	5,000	Capital
101	506-4005-43595	INSURANCE, UTILITY, & MAINT	-	-	-	270,000		270,000	0%	100%	-	270,000	Capital
102	Total Sewer Expense		\$ 1,230,242	\$ 1,816,095	\$ 1,244,167	\$ 1,500,247	\$ (78,239)	\$ 1,422,008			\$ -	\$ 1,422,008	
103	Existing Debt Service												
104	Water		\$ -	\$ -	\$ -		\$ 372,650	\$ 372,650	100%	0%	\$ 372,650	\$ -	None
105	Wastewater		-	-	-		78,239	78,239	0%	100%	-	78,239	None
106	Total Existing Debt		\$ -	\$ -	\$ -	\$ -	\$ 450,889	\$ 450,889			\$ 372,650	\$ 78,239	
107	Proposed Debt Service												
108	Water		\$ -	\$ -	\$ -			\$ -	100%	0%	\$ -	\$ -	None
109	Wastewater		-	-	-			-	0%	100%	-	-	None
110	Total Proposed Debt		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	
111	Capital Improvement Plan												
112	Water		\$ -	\$ -	\$ -		\$ -	\$ -	100%	0%	\$ -	\$ -	None
113	Wastewater		-	-	-		-	-	0%	100%	-	-	None
114	Total CIP		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	
115	Pay As You Go												
116	Water		\$ -	\$ -	\$ -		\$ 50,000	\$ 50,000	100%	0%	\$ 50,000	\$ -	None
117	Wastewater		-	-	-		50,000	50,000	0%	100%	-	50,000	None
118	Total PAYG		\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000			\$ 50,000	\$ 50,000	
119	TOTAL EXPENSES		\$ 3,024,487	\$ 8,511,511	\$ 3,136,304	\$ 3,453,689	\$ 100,000	\$ 3,553,689			\$ 2,003,442	\$ 1,550,247	
Revenues													
Water													
120	504-3803-30153	GOVERNMENTAL GROSS RECEIPTS-WA	\$ 70,009	\$ 65,000	\$ 70,769	\$ 150,000		\$ 150,000	100%	0%	\$ 150,000	\$ -	None
121	504-3803-34523	UTILITIES SERVICES-WATER DIVISION	1,654,870	1,500,500	1,631,784	1,700,000	(1,700,000)	-	100%	0%	-	-	None
122	504-3803-34533	UTILITIES SVC CONN-WATER DIVISION	9,328	10,000	8,641	10,000		10,000	100%	0%	10,000	-	None
123	504-3803-34553	NEW INSTALLATIONS-WATER DIVISI...	48,389	20,000	14,712	20,000		20,000	100%	0%	20,000	-	None
124	504-3803-34773	M&J CONSTRUCTION WATER DIVISION	19,629	-	1,586	100		100	100%	0%	100	-	None
125	504-3803-35543	NON-PAYMENT PENALTY 8%-WATER ...	5,356	4,500	5,249	4,500		4,500	100%	0%	4,500	-	None
126	504-3803-37374	SURPLUS AUCTION PROCEEDS	-	-	-	-		-	100%	0%	-	-	None
127	504-3803-39935	TRANSFER IN	-	4,400,000	-	-		-	100%	0%	-	-	None
128	504-3803-37390	PROPERTY SALES	2,256	-	-	-		-	100%	0%	-	-	None
129	504-3803-38372	INSURANCE RECOVERIES	22,395	573	573	-		-	100%	0%	-	-	None
130	Total Water Revenue		\$ 1,832,234	\$ 6,000,573	\$ 1,733,314	\$ 1,884,600	\$ (1,700,000)	\$ 184,600			\$ 184,600	\$ -	
Wastewater													
131	506-4005-30155	GOVT. GROSS RECEIPTS-SW-JT UTILITY	\$ 56,639	\$ 50,000	\$ 58,927	\$ 70,000		\$ 70,000	0%	100%	\$ -	\$ 70,000	None
132	506-4005-34355	OTHER CHARGES FOR SERVICE	27,820	15,000	34,162	26,000		26,000	0%	100%	-	26,000	None
133	506-4005-34525	UTILITIES SERVICES-SW-WASTEWATER	1,296,112	1,175,000	1,333,544	1,300,000	(1,300,000)	-	0%	100%	-	-	None
134	506-4005-34555	NEW INSTALLATIONS-SEWER-WAST...	8,997	7,500	6,502	5,000		5,000	0%	100%	-	5,000	None
135	506-4005-35545	NON-PAYMENT PENALTY 8%-WASTE...	3,083	3,500	2,493	3,000		3,000	0%	100%	-	3,000	None
136	506-4005-37374	SURPLUS AUCTION PROCEEDS	-	-	-	-		-	0%	100%	-	-	None
137	506-4005-37385	JOINT POWER AGREEMENTS INCOME	-	-	-	-		-	0%	100%	-	-	None
138	506-4005-38372	REIMBURSEMENTS/REFUNDS	-	-	-	-		-	0%	100%	-	-	None
139	506-4005-39935	TRANSFER IN	-	305,400	-	-		-	0%	100%	-	-	None
140	506-4005-37381	COMPOST REVENUE	75	-	-	-		-	0%	100%	-	-	None
141	Total Sewer Revenue		\$ 1,392,726	\$ 1,556,400	\$ 1,435,629	\$ 1,404,000	\$ (1,300,000)	\$ 104,000			\$ -	\$ 104,000	

City of Truth or Consequences, New Mexico
Water-Wastewater Cost of Service Study
Test Year

Line No.	Account Number	Description	FY 2024 Actual	FY 2025 Budget	FY 2025 Actual	FY 2026 Budget	Adjustments	Test Year	Allocation		Test Year		Inflation Factor
									Water	WW	Water	WW	
142	TOTAL Revenue		\$ 3,224,960	\$ 7,556,973	\$ 3,168,943	\$ 3,288,600	\$ (3,000,000)	\$ 288,600			\$ 184,600	\$ 104,000	
143	REVENUE REQUIREMENT		\$ (200,473)	\$ 954,538	\$ (32,639)	\$ 165,089	\$ 3,100,000	\$ 3,265,089			\$ 1,818,842	\$ 1,446,247	

Footnotes:

- 1 Transfer out broken out between water debt and general fund. Water debt adjusted out and input on line 104.
- 2 FY 2026 Budget value adjusted to include transfer for exisiting debt service.
- 3 Transfer out broken out between wastewater debt and general fund. Wastewater debt adjusted out and input on line 105.
- 4 \$50,000 included to be put aside for pay as you go projects.
- 5 To be calculated in revenue reconciliation.

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Existing Debt

Line No.	Item Description	FY 2025	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029	Allocation	
							W	WW
1	Water							
2	Ground Storage Tanks: TorC 17 WPF-829							
3	Principal	\$ 12,911	\$ 12,943	\$ 12,976	\$ 13,008	\$ 13,041	100%	0%
4	Interest	228	195	163	131	98	100%	0%
5	Subtotal	\$ 13,139	\$ 13,138	\$ 13,139	\$ 13,139	\$ 13,139		
6	Ground Storage Tanks: TorC 18 PPRF-2613							
7	Principal	\$ 8,287	\$ 8,287	\$ 8,287	\$ 8,287	\$ 8,287	100%	0%
8	Interest	-	-	-	-	-	100%	0%
9	Subtotal	\$ 8,287	\$ 8,287	\$ 8,287	\$ 8,287	\$ 8,287		
10	Refinanced Util Bonds 95, 96, 98: TorC 19 PPRF-2737							
11	Principal	\$ 68,240	\$ 70,239	\$ 72,371	\$ 74,639	\$ 77,078	100%	0%
12	Interest	22,945	20,946	18,814	16,546	14,107	100%	0%
13	Subtotal	\$ 91,185	\$ 91,185	\$ 91,185	\$ 91,185	\$ 91,185		
14	Per & Asset Management Plan: TorC 22 WPF-892							
15	Principal	\$ 3,305	\$ 3,313	\$ 3,322	\$ 3,330	\$ 3,338	100%	0%
16	Interest	75	67	59	50	42	100%	0%
17	Subtotal	\$ 3,380	\$ 3,380	\$ 3,381	\$ 3,380	\$ 3,380		
18	Waterline Replacement: CIF-6441							
19	Principal	\$ -	\$ -	\$ 19,972	\$ 21,613	\$ 21,667	100%	0%
20	Interest	-	-	2,692	1,050	996	100%	0%
21	Subtotal	\$ -	\$ -	\$ 22,664	\$ 22,663	\$ 22,663		
22	Municipal Water System PER: CIF-4927							
23	Principal	\$ 458	\$ 458	\$ 458	\$ 458	\$ 458	100%	0%
24	Interest	-	-	-	-	-	100%	0%
25	Subtotal	\$ 458	\$ 458	\$ 458	\$ 458	\$ 458		
26	Waterline Replacement: CIF-6323							
27	Principal	\$ -	\$ -	\$ 78,116	\$ 78,312	\$ 78,508	100%	0%
28	Interest	1,267	4,000	4,000	3,805	3,609	100%	0%
29	Subtotal	\$ 1,267	\$ 4,000	\$ 82,116	\$ 82,117	\$ 82,117		
30	Booster System Improvements: WPF-5089							
31	Principal	\$ 13,058	\$ 13,026	\$ 12,994	\$ 12,962	\$ 12,930	100%	0%
32	Interest	150	182	214	246	278	100%	0%
33	Subtotal	\$ 13,208	\$ 13,208	\$ 13,208	\$ 13,208	\$ 13,208		
34	Water System Improvements PH2: CIF-5550							
35	Principal	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	100%	0%
36	Interest	-	-	-	-	-	100%	0%
37	Subtotal	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500		
38	MSD Water System Improvements: USDA WSI-MSD 5,487,000							
39	Principal	\$ 90,265	\$ 92,043	\$ 94,018	\$ 95,887	\$ 98,241	100%	0%
40	Interest	113,855	112,077	110,102	108,233	105,879	100%	0%
41	Subtotal	\$ 204,120	\$ 204,120	\$ 204,120	\$ 204,120	\$ 204,120		
42	Construction & Operation of Drinking Water Systems: DW-4794							
43	Principal	\$ 25,657	\$ 30,887	\$ 30,965	\$ 31,042	\$ 31,119	100%	0%
44	Interest	1,363	1,487	1,410	1,333	1,255	100%	0%
45	Subtotal	\$ 27,021	\$ 32,374	\$ 32,375	\$ 32,374	\$ 32,374		
46	Total Water Debt	\$ 364,564	\$ 372,650	\$ 473,432	\$ 473,431	\$ 473,431		

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Existing Debt

Line No.	Item Description	FY 2025	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029	Allocation	
							W	WW
47	Wastewater							
48	Waste Water System Improvements: TorC 24 CIF-3171							
49	Principal	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	0%	100%
50	Interest	-	-	-	-	-	0%	100%
51	Subtotal	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846		
52	WWTP Phase 2B: USDA 92-12 715000							
53	Principal	\$ 13,910	\$ 14,136	\$ 14,366	\$ 14,573	\$ 14,836	0%	100%
54	Interest	10,543	10,317	10,087	9,880	9,617	0%	100%
55	Subtotal	\$ 24,453	\$ 24,453	\$ 24,453	\$ 24,453	\$ 24,453		
56	USDA WWTP Phase 2B: USDA 92-19 315000							
57	Principal	\$ 5,640	\$ 5,760	\$ 5,883	\$ 5,992	\$ 6,135	0%	100%
58	Interest	6,132	6,012	5,889	5,780	5,637	0%	100%
59	Subtotal	\$ 11,772	\$ 11,772	\$ 11,772	\$ 11,772	\$ 11,772		
60	WW Design & Construction Phase 2A: TorC 27 CIF-3364							
61	Principal	\$ 3,867	\$ 3,866	\$ 3,866	\$ 3,866	\$ 3,866	0%	100%
62	Interest	-	-	-	-	-	0%	100%
63	Subtotal	\$ 3,867	\$ 3,866	\$ 3,866	\$ 3,866	\$ 3,866		
64	Joint Utility System Improvement: USDA 910000							
65	Principal	\$ 17,000	\$ 17,000	\$ 18,000	\$ 18,000	\$ 19,000	0%	100%
66	Interest	17,685	17,302	16,920	16,515	16,110	0%	100%
67	Subtotal	\$ 34,685	\$ 34,302	\$ 34,920	\$ 34,515	\$ 35,110		
68	WWTP Bar Screen Replace: CIF-6442							
69	Principal	\$ -	\$ -	\$ 1,386	\$ 1,500	\$ 1,504	0%	100%
70	Interest	-	-	187	73	69	0%	100%
71	Subtotal	\$ -	\$ -	\$ 1,573	\$ 1,573	\$ 1,573		
72	WWTP Facility Construction: NMED 473,000							
73	Principal			\$ 21,066	\$ 21,319	\$ 21,575	0%	100%
74	Interest			5,676	5,423	5,167	0%	100%
75	Subtotal	\$ -	\$ -	\$ 26,742	\$ 26,742	\$ 26,742		
76	Total WW Debt	\$ 78,623	\$ 78,239	\$ 107,172	\$ 106,767	\$ 107,363		
77	Total DEBT	\$ 443,187	\$ 450,889	\$ 580,605	\$ 580,198	\$ 580,793		
78	DEBT SUMMARY							
79	Water	\$ 364,564	\$ 372,650	\$ 473,432	\$ 473,431	\$ 473,431		
80	Wastewater	78,623	78,239	107,172	106,767	107,363		
81	Total Debt	\$ 443,187	\$ 450,889	\$ 580,605	\$ 580,198	\$ 580,793		

City of Truth or Consequences, New Mexico
Water and Wastewater Cost of Service and Rate Design Study
Proposed Debt

Line No.	Description	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
1	Wastewater Debt Funded Projects				
2	Wastewater Treatment Plant Improvements				\$ 5,000,000
3	Total WW-Debt Funding	\$ -	\$ -	\$ -	\$ 5,000,000
4	Wastewater Treatment Plant Improvements				
5	Year of Issue				FY 2029
6	Issue Amount	\$ -	\$ -	\$ -	\$ 315,674
7	Bond Issuance & Fees				
8	Total Issue Amount				
9	Issuance Cost				2.00%
10	Interest Rate				2.125%
11	Term (Years)				20
12	Annual Payment				\$ 315,674
13	First Payment in Year of Issue?				Yes
14	Total Annual Wastewater Proposed Debt	\$ -	\$ -	\$ -	\$ 315,674
15	Total Annual W-WW Proposed Debt	\$ -	\$ -	\$ -	\$ 315,674

City of Truth or Consequences, New Mexico
Water-Wastewater Cost of Service Study
Water Five-Year Forecast

Line No.	Account Number	Description	Test Year	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029	Inflation Factor
Expenses								
	Water							
1	504-3803-40110	FULL TIME WAGES-WATER DIVISION	\$ 365,591	\$ 365,591	\$ 380,215	\$ 395,423	\$ 411,240	Labor
2	504-3803-40120	TEMPORARY POSITION	-	-	-	-	-	Labor
3	504-3803-40125	OVERTIME WAGES-WATER DIVISION	26,000	26,000	27,040	28,122	29,246	Labor
4	504-3803-40135	STANDBY WAGES-WATER DIVISION	5,000	5,000	5,200	5,408	5,624	Labor
5	504-3803-40140	DELAYED COMPENSATION-WATER DIV	5,000	5,000	5,200	5,408	5,624	Labor
6	504-3803-41205	FICA-REGULAR-WATER DIVISION	25,085	25,085	26,088	27,132	28,217	Benefits
7	504-3803-41210	FICA-MEDICARE-WATER DIVISION	5,867	5,867	6,102	6,346	6,600	Benefits
8	504-3803-41215	PERA-WATER DIVISION	43,140	43,140	44,866	46,660	48,527	Benefits
9	504-3803-41225	HEALTH INSURANCE-WATER DIVISION	85,351	85,351	88,765	92,316	96,008	Benefits
10	504-3803-41226	RETIREE INSURANCE	10,968	10,968	11,407	11,863	12,338	Benefits
11	504-3803-41235	UNEMPLOYMENT INSURANCE-WATER...	700	700	728	757	787	Benefits
12	504-3803-41240	WORKER'S COMP ASSESSMENT	90	90	94	97	101	Benefits
13	504-3803-41785	WORKER'S COMP. PREMIUMS	-	-	-	-	-	Benefits
14	504-3803-42305	MILEAGE REIMBURSEMENT	-	-	-	-	-	General
15	504-3803-42310	PER DIEM-WATER DIVISION	6,000	6,000	6,150	6,304	6,461	General
16	504-3803-42620	UNIFORM/LINEN-WATER DIVISION	3,750	3,750	3,844	3,940	4,038	General
17	504-3803-42720	EMPLOYEE TRAINING-WATER DIVISI...	27,000	27,000	27,675	28,367	29,076	General
18	504-3803-43316	FUEL	25,000	25,000	25,625	26,266	26,922	General
19	504-3803-43317	DIESEL-WATER DIVISION	-	-	-	-	-	General
20	504-3803-43465	RENT OF EQUIPMENT	1,200	1,200	1,230	1,261	1,292	General
21	504-3803-43466	RENT OF LAND/BUILDING	2,200	2,200	2,255	2,311	2,369	General
22	504-3803-43740	PRINTING/PUBLISHING	1,500	1,500	1,538	1,576	1,615	General
23	504-3803-43770	SUBSCRIPTION/DUES	10,000	10,000	10,250	10,506	10,769	General
24	504-3803-43775	TELEPHONE	4,500	4,500	4,613	4,728	4,846	General
25	504-3803-43780	UTILITIES	-	-	-	-	-	Utilities
26	504-3803-43797	WATER CONSERVATION-WATER DIVIS...	22,000	22,000	22,550	23,114	23,692	General
27	504-3803-43815	SOFTWARE LIC/SOFTWARE UPDATE	30,000	30,000	30,750	31,519	32,307	General
28	504-3803-44605	CHEMICALS/LABORATORY TESTING	15,000	15,000	15,600	16,224	16,873	Chemicals
29	504-3803-44606	OFFICE SUPPLIES	3,000	3,000	3,075	3,152	3,231	General
30	504-3803-44607	FIELD SUPPLIES-WATER DIVISION	100,000	100,000	104,000	108,160	112,486	Chemicals
31	504-3803-44613	NON-CAPITAL ITEMS	-	-	-	-	-	General
32	504-3803-44615	SAFETY EQUIPMENT	10,000	10,000	10,250	10,506	10,769	General
33	504-3803-44810	EQUIPMENT & MACHINERY-WATER DIV	4,000	4,000	4,200	4,410	4,631	Capital
34	504-3803-45796	FRANCHISE TAX-WATER DIVISION	6,000	6,000	6,150	6,304	6,461	General
35	504-3803-46731	PROPERTY INSURANCE-WATER DIVIS...	-	-	-	-	-	General
36	504-3803-46732	GENERAL LIABILITY INSURANCE	-	-	-	-	-	General
37	504-3803-46733	VEHICLE INSURANCE	-	-	-	-	-	General
38	504-3803-46794	GOVT GROSS RECEIPTS TAX	150,000	150,000	153,750	157,594	161,534	General
39	504-3803-47415	MAINTENANCE--REPAIRS GROUNDS -...	40,000	40,000	41,000	42,025	43,076	General
40	504-3803-47420	MAINTENANCE-VEHICLE/EQUIP-WAT...	13,000	13,000	13,325	13,658	14,000	General
41	504-3803-47421	MAINTENANCE EQUIPMENT	50,000	50,000	51,250	52,531	53,845	General
42	504-3803-47425	OTHER MAINT-WATER METERS-WAT...	-	-	-	-	-	General
43	504-3803-47430	EMERGENCY REPAIRS	-	-	-	-	-	General
44	504-3803-48596	AUDIT CONTRACT	-	-	-	-	-	General
45	504-3803-48598	PROFESSIONAL SERVICES	50,000	50,000	51,250	52,531	53,845	General
46	504-3803-48599	OTHER CONTRACTUAL SERVICES	-	-	-	-	-	General
47	504-3803-49930	TRANSFER OUT	144,350	144,350	147,959	151,658	155,449	General
48	504-3803-80810	OTHER CAPITAL EQUIPMENT-VEHICL...	60,000	60,000	63,000	66,150	69,458	Capital
49	504-3803-80845	CAPITAL IMPROVEMENTS EQUIPM.	-	-	-	-	-	Capital
50	504-3803-43595	INSURANCE, UTILITY, & MAINT	229,500	229,500	240,975	253,024	265,675	Capital
52	Total Water Expense		\$ 1,580,792	\$ 1,580,792	\$ 1,637,966	\$ 1,697,349	\$ 1,759,031	
103	Existing Debt Service							
104		Water	\$ 372,650	\$ 372,650	\$ 473,432	\$ 473,431	\$ 473,431	None
105		Wastewater	-	-	-	-	-	None
106	Total Existing Debt		\$ 372,650	\$ 372,650	\$ 473,432	\$ 473,431	\$ 473,431	
107	Proposed Debt Service							
108		Water	\$ -	\$ -	\$ -	\$ -	\$ -	None
109		Wastewater	-	-	-	-	-	None
110	Total Proposed Debt		\$ -	\$ -	\$ -	\$ -	\$ -	

City of Truth or Consequences, New Mexico
Water-Wastewater Cost of Service Study
Water Five-Year Forecast

Line No.	Account Number	Description	Test Year	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029	Inflation Factor
111	Capital Improvement Plan							
112		Water	\$ -	\$ -	\$ -	\$ -	\$ -	None
113		Wastewater	-	-	-	-	-	None
114	Total CIP		\$ -	\$ -	\$ -	\$ -	\$ -	
115	Pay As You Go							
116		Water	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	None
117		Wastewater	-	-	-	-	-	None
118	Total PAYG		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
119	TOTAL EXPENSES		\$ 2,003,442	\$ 2,003,442	\$ 2,161,399	\$ 2,220,780	\$ 2,282,462	
Revenues								
Water								
120	504-3803-30153	GOVERNMENTAL GROSS RECEIPTS-WA	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	None
121	504-3803-34523	UTILITIES SERVICES-WATER DIVISION	-	-	-	-	-	None
122	504-3803-34533	UTILITIES SVC CONN-WATER DIVISION	10,000	10,000	10,000	10,000	10,000	None
123	504-3803-34553	NEW INSTALLATIONS-WATER DIVISI...	20,000	20,000	20,000	20,000	20,000	None
124	504-3803-34773	M&J CONSTRUCTION WATER DIVISION	100	100	100	100	100	None
125	504-3803-35543	NON-PAYMENT PENALTY 8%-WATER ...	4,500	4,500	4,500	4,500	4,500	None
126	504-3803-37374	SURPLUS AUCTION PROCEEDS	-	-	-	-	-	None
127	504-3803-39935	TRANSFER IN	-	-	-	-	-	None
128	504-3803-37390	PROPERTY SALES	-	-	-	-	-	None
130	Total Water Revenue		\$ 184,600	\$ 184,600	\$ 184,600	\$ 184,600	\$ 184,600	
142	TOTAL Revenue		\$ 184,600	\$ 184,600	\$ 184,600	\$ 184,600	\$ 184,600	
143	REVENUE REQUIREMENT		\$ 1,818,842	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862	

City of Truth or Consequences, New Mexico
Water-Wastewater Cost of Service Study
Wastewater Five-Year Forecast

Line No.	Account Number	Description	Test Year	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029	Inflation Factor
Expenses								
Wastewater								
53	506-4005-40110	FULL TIME WAGES-WASTEWATER DIV...	\$ 230,558	\$ 230,558	\$ 239,780	\$ 249,372	\$ 259,346	Labor
54	506-4005-40115	PART TIME WAGES-WASTEWATER DI...	-	-	-	-	-	Labor
55	506-4005-40125	OVERTIME WAGES-WASTEWATER DIV...	25,000	25,000	26,000	27,040	28,122	Labor
56	506-4005-40135	STANDBY WAGES-WASTEWATER DIVI...	10,000	10,000	10,400	10,816	11,249	Labor
57	506-4005-40140	DELAYED COMPENSATION-WASTEW...	1,000	1,000	1,040	1,082	1,125	Labor
58	506-4005-41205	FICA-REGULAR-WASTEWATER DIVISI...	16,527	16,527	17,188	17,876	18,591	Benefits
59	506-4005-41210	FICA-MEDICARE-WASTEWATER DIVIS...	3,865	3,865	4,020	4,180	4,348	Benefits
60	506-4005-41215	PERA-WASTEWATER DIVISION	27,206	27,206	28,294	29,426	30,603	Benefits
61	506-4005-41225	HEALTH INSURANCE-WASTEWATER D...	87,258	87,258	90,748	94,378	98,153	Benefits
62	506-4005-41226	RETIREE INSURANCE	6,917	6,917	7,194	7,481	7,781	Benefits
63	506-4005-41235	UNEMPLOYMENT INSURANCE-WAST...	1,100	1,100	1,144	1,190	1,237	Benefits
64	506-4005-41240	WORKER'S COMP ASSESSMENT	65	65	68	70	73	Benefits
65	506-4005-41785	WORKER'S COMP. PREMIUMS	-	-	-	-	-	Benefits
66	506-4005-42305	MILEAGE REIMBURSEMENT	-	-	-	-	-	General
67	506-4005-42310	PER DIEM-WASTEWATER DIVISION	-	-	-	-	-	General
68	506-4005-42620	UNIFORM/LINEN-WASTEWATER DIVIS...	4,375	4,375	4,484	4,596	4,711	General
69	506-4005-42720	EMPLOYEE TRAINING-WASTEWATER ...	12,300	12,300	12,608	12,923	13,246	General
70	506-4005-43316	FUEL	12,000	12,000	12,300	12,608	12,923	General
71	506-4005-43317	DIESEL FUEL-WASTEWATER DIVISION	-	-	-	-	-	General
72	506-4005-43416	O & M PURCHASES-WASTEWATER DIV	-	-	-	-	-	General
73	506-4005-43465	RENT OF EQUIPMENT	8,000	8,000	8,200	8,405	8,615	General
74	506-4005-43735	POSTAGE & MAIL SERVICES	-	-	-	-	-	General
75	506-4005-43740	PRINTING/PUBLISHING	2,000	2,000	2,050	2,101	2,154	General
76	506-4005-43770	SUBSCRIPTION & DUES	6,000	6,000	6,150	6,304	6,461	General
77	506-4005-43775	TELEPHONE	5,500	5,500	5,638	5,778	5,923	General
78	506-4005-43780	UTILITIES	-	-	-	-	-	General
79	506-4005-43815	SOFTWARE LIC/SOFTWARE UPDATE	17,000	17,000	17,850	18,743	19,680	Utilities
80	506-4005-44605	CHEMICALS/LABORATORY TESTING	50,000	50,000	52,000	54,080	56,243	Chemicals
81	506-4005-44606	OFFICE SUPPLIES	3,500	3,500	3,588	3,677	3,769	General
82	506-4005-44607	FIELD SUPPLIES-WASTEWATER DIVISI...	30,000	30,000	30,750	31,519	32,307	General
83	506-4005-44613	NON-CAPITAL ITEMS	5,000	5,000	5,125	5,253	5,384	General
84	506-4005-44615	SAFETY EQUIPMENT	8,000	8,000	8,200	8,405	8,615	General
85	506-4005-46731	PROPERTY INSURANCE-WASTERWAT...	-	-	-	-	-	General
86	506-4005-46732	GENERAL LIABILITY INSURANCE	-	-	-	-	-	General
87	506-4005-46733	VEHICLE INSURANCE	-	-	-	-	-	General
88	506-4005-46794	GOVT GROSS RECEIPTS TAX	70,000	70,000	71,750	73,544	75,382	General
89	506-4005-47415	MAINTENANCE--REPAIRS GROUNDS -...	40,000	40,000	41,000	42,025	43,076	General
90	506-4005-47420	MAINTENANCE-VEHICLE/EQUIP-WAS...	25,000	25,000	25,625	26,266	26,922	General
91	506-4005-47425	OTHER MAINTENANCE-WASTEWATER...	20,000	20,000	20,500	21,013	21,538	General
92	506-4005-47430	EMERGENCY REPAIRS	-	-	-	-	-	General
93	506-4005-48596	AUDIT CONTRACT	10,000	10,000	10,250	10,506	10,769	General
94	506-4005-48598	PROFESSIONAL SERVICES	75,000	75,000	76,875	78,797	80,767	General
95	506-4005-48599	OTHER CONTRACTUAL SERVICES	60,000	60,000	61,500	63,038	64,613	General
96	506-4005-48798	VILLAGE OF WILLIAMSBURG-WASTE...	45,000	45,000	46,125	47,278	48,460	General
97	506-4005-49930	TRANSFER OUT	163,837	163,837	167,933	172,131	176,435	General
98	506-4005-80810	OTHER CAPITAL EQUIPMENT-VEHICL...	35,000	35,000	36,750	38,588	40,517	Capital
99	506-4005-80845	CAPITAL IMPROVEMENTS EQUIPMENT	30,000	30,000	31,500	33,075	34,729	Capital
100	506-4005-44810	EQUIPMENT & MACHINERY	5,000	5,000	5,250	5,513	5,788	Capital
101	506-4005-43595	INSURANCE, UTILITY, & MAINT	270,000	270,000	283,500	297,675	312,559	Capital
102	Total Sewer Expense		\$ 1,422,008	\$ 1,422,008	\$ 1,473,376	\$ 1,526,749	\$ 1,582,213	
103	Existing Debt Service							
104	Water		\$ -	\$ -	\$ -	\$ -	\$ -	None
105	Wastewater		78,239	78,239	107,172	106,767	107,363	None
106	Total Existing Debt		\$ 78,239	\$ 78,239	\$ 107,172	\$ 106,767	\$ 107,363	
107	Proposed Debt Service							
108	Water		\$ -	\$ -	\$ -	\$ -	\$ -	None
109	Wastewater		-	-	-	-	315,674	None
110	Total Proposed Debt		\$ -	\$ -	\$ -	\$ -	\$ 315,674	

City of Truth or Consequences, New Mexico
Water-Wastewater Cost of Service Study
Wastewater Five-Year Forecast

Line No.	Account Number	Description	Test Year	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029	Inflation Factor
111	Capital Improvement Plan							
112		Water	\$ -	\$ -	\$ -	\$ -	\$ -	None
113		Wastewater	-	-	-	-	-	None
114	Total CIP		\$ -	\$ -	\$ -	\$ -	\$ -	
115	Pay As You Go							
116		Water	\$ -	\$ -	\$ -	\$ -	\$ -	None
117		Wastewater	50,000	50,000	50,000	50,000	50,000	None
118	Total PAYG		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
119	TOTAL EXPENSES		\$ 1,550,247	\$ 1,550,247	\$ 1,630,548	\$ 1,683,517	\$ 2,055,250	

Revenues

Wastewater								
131	506-4005-30155	GOVT. GROSS RECEIPTS-SW-JT UTILITY	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	None
132	506-4005-34355	OTHER CHARGES FOR SERVICE	26,000	26,000	26,000	26,000	26,000	None
133	506-4005-34525	UTILITIES SERVICES-SW-WASTEWATER	-	-	-	-	-	None
134	506-4005-34555	NEW INSTALLATIONS-SEWER-WAST...	5,000	5,000	5,000	5,000	5,000	None
135	506-4005-35545	NON-PAYMENT PENALTY 8%-WASTE...	3,000	3,000	3,000	3,000	3,000	None
136	506-4005-37374	SURPLUS AUCTION PROCEEDS	-	-	-	-	-	None
137	506-4005-37385	JOINT POWER AGREEMENTS INCOME	-	-	-	-	-	None
138	506-4005-38372	REIMBURSEMENTS/REFUNDS	-	-	-	-	-	None
139	506-4005-39935	TRANSFER IN	-	-	-	-	-	None
141	Total Sewer Revenue		\$ 104,000	\$ 104,000	\$ 104,000	\$ 104,000	\$ 104,000	
142	TOTAL Revenue		\$ 104,000	\$ 104,000	\$ 104,000	\$ 104,000	\$ 104,000	
143	REVENUE REQUIRMENT		\$ 1,446,247	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,951,250	

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Current Rates - CPI Adjusted

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
1	Net Revenue Requirement	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862
2	Water Billing Units	Current¹			
3	City (not landscape)				
4	3/4"	2	31	31	31
5	Unknown	29	-	-	-
6	City (not landscape) Total	31	31	31	31
7	City (landscape)				
8	3/4"	5	15	15	15
9	2"	1	1	1	1
10	Unknown	10	-	-	-
11	City (landscape) Total	16	16	16	16
12	Industrial				
13	3/4"	3	5	5	5
14	2"	2	2	2	2
15	3"	2	2	2	2
16	Unknown	2	-	-	-
17	Industrial Total	9	9	9	9
18	Residential				
19	3/4"	950	2,683	2,683	2,683
20	1"	20	20	20	20
21	2"	17	17	17	17
22	3"	1	1	1	1
23	Unknown	1,733	-	-	-
24	Residential Total	2,721	2,721	2,721	2,721
25	Commercial				
26	3/4"	69	290	290	290
27	1"	4	4	4	4
28	1 1/2"	1	1	1	1
29	2"	11	11	11	11
30	4"	2	2	2	2
31	Unknown	221	-	-	-
32	Commercial Total	308	308	308	308
33	Williamsburg Residential				
34	3/4"	78	235	235	235
35	Unknown	157	-	-	-
36	WMBG Res Total	235	235	235	235
37	Williamsburg Commercial				
38	3/4"	5	19	19	19
39	2"	2	2	2	2
40	Unknown	14	-	-	-
41	WMBG Comm Total	21	21	21	21

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Current Rates - CPI Adjusted

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
42	TOTAL	3,341	3,341	3,341	3,341
43	Minimum Bill¹				
44	City (not landscape)				
45	3/4"	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.66
46	1"	18.91	19.48	20.06	20.66
47	1 1/2"	18.91	19.48	20.06	20.66
48	2"	18.91	19.48	20.06	20.66
49	3"	18.91	19.48	20.06	20.66
50	4"	18.91	19.48	20.06	20.66
51	Unknown	18.91	19.48	20.06	20.66
52	City (landscape)				
53	3/4"	\$ -	\$ -	\$ -	\$ -
54	1"	-	-	-	-
55	1 1/2"	-	-	-	-
56	2"	-	-	-	-
57	3"	-	-	-	-
58	4"	-	-	-	-
59	Unknown	-	-	-	-
60	Industrial				
61	3/4"	\$ 106.37	\$ 109.56	\$ 112.85	\$ 116.23
62	1"	106.37	109.56	112.85	116.23
63	1 1/2"	106.37	109.56	112.85	116.23
64	2"	106.37	109.56	112.85	116.23
65	3"	106.37	109.56	112.85	116.23
66	4"	106.37	109.56	112.85	116.23
67	Unknown	106.37	109.56	112.85	116.23
68	Residential				
69	3/4"	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.66
70	1"	18.91	19.48	20.06	20.66
71	1 1/2"	18.91	19.48	20.06	20.66
72	2"	18.91	19.48	20.06	20.66
73	3"	18.91	19.48	20.06	20.66
74	4"	18.91	19.48	20.06	20.66
75	Unknown	18.91	19.48	20.06	20.66
76	Commercial				
77	3/4"	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.66
78	1"	18.91	19.48	20.06	20.66
79	1 1/2"	18.91	19.48	20.06	20.66
80	2"	18.91	19.48	20.06	20.66
81	3"	18.91	19.48	20.06	20.66
82	4"	18.91	19.48	20.06	20.66
83	Unknown	18.91	19.48	20.06	20.66
84	Williamsburg Residential				

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Current Rates - CPI Adjusted

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
85	3/4"	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.66
86	1"	18.91	19.48	20.06	20.66
87	1 1/2"	18.91	19.48	20.06	20.66
88	2"	18.91	19.48	20.06	20.66
89	3"	18.91	19.48	20.06	20.66
90	4"	18.91	19.48	20.06	20.66
91	Unknown	18.91	19.48	20.06	20.66
92	Williamsburg Commercial				
93	3/4"	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.66
94	1"	18.91	19.48	20.06	20.66
95	1 1/2"	18.91	19.48	20.06	20.66
96	2"	18.91	19.48	20.06	20.66
97	3"	18.91	19.48	20.06	20.66
98	4"	18.91	19.48	20.06	20.66
99	Unknown	18.91	19.48	20.06	20.66
100	Minimum Bill Revenue				
101	City (not landscape)				
102	3/4"	\$ 454	\$ 7,246	\$ 7,463	\$ 7,687
103	Unknown	6,581	-	-	-
104	City (not landscape) Total	\$ 7,035	\$ 7,246	\$ 7,463	\$ 7,687
105	City (landscape)				
106	3/4"	\$ -	\$ -	\$ -	\$ -
107	2"	-	-	-	-
108	Unknown	-	-	-	-
109	City (landscape) Total	\$ -	\$ -	\$ -	\$ -
110	Industrial				
111	3/4"	\$ 3,829	\$ 6,574	\$ 6,771	\$ 6,974
112	2"	2,553	2,629	2,708	2,790
113	3"	2,553	2,629	2,708	2,790
114	Unknown	2,553	-	-	-
115	Industrial Total	\$ 11,488	\$ 11,833	\$ 12,188	\$ 12,553
116	Residential				
117	3/4"	\$ 215,574	\$ 627,091	\$ 645,904	\$ 665,281
118	1"	4,538	4,675	4,815	4,959
119	2"	3,858	3,973	4,093	4,215
120	3"	227	234	241	248
121	Unknown	393,252	-	-	-
122	Residential Total	\$ 617,449	\$ 635,973	\$ 655,052	\$ 674,704
123	Commercial				
124	3/4"	\$ 15,657	\$ 67,781	\$ 69,814	\$ 71,909
125	1"	908	935	963	992
126	1 1/2"	227	234	241	248
127	2"	2,496	2,571	2,648	2,728
128	4"	454	467	481	496

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Current Rates - CPI Adjusted

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
129	Unknown	50,149	-	-	-
130	Commercial Total	\$ 69,891	\$ 71,988	\$ 74,148	\$ 76,372
131	Williamsburg Residential				
132	3/4"	\$ 17,700	\$ 54,926	\$ 56,574	\$ 58,271
133	Unknown	35,626	-	-	-
134	WMBG Res Total	\$ 53,326	\$ 54,926	\$ 56,574	\$ 58,271
135	Williamsburg Commercial				
136	3/4"	\$ 1,135	\$ 4,441	\$ 4,574	\$ 4,711
137	2"	454	467	481	496
138	Unknown	3,177	-	-	-
139	WMBG Comm Total	\$ 4,765	\$ 4,908	\$ 5,056	\$ 5,207
140	TOTAL Minimum Bill Revenue	\$ 763,955	\$ 786,873	\$ 810,480	\$ 834,794
141	Volumetric Bill¹				
142	RR to be recovered from Volumetric Rates	\$ 1,031,969	\$ 1,166,319	\$ 1,201,386	\$ 1,238,024
143	<u>Volumetric Rate (per 1,000 gallons)</u>				
144	<u>Class Description</u>				
145	<u>Residential</u>				
146	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -
147	Tier 1 (1,001-2,000) Gals	-	-	-	-
148	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.51	3.62
149	Tier 3 (7,001-15,000) Gals	3.75	3.86	3.98	4.10
150	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.47	4.60
151	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.02	5.17
152	Tier 6 (50,000+) Gals	5.12	5.30	5.46	5.62
153	<u>Commercial</u>				
154	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -
155	Tier 1 (1,001-2,000) Gals	-	-	-	-
156	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.51	3.62
157	Tier 3 (7,001-15,000) Gals	3.75	3.86	3.98	4.10
158	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.47	4.60
159	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.02	5.17
160	Tier 6 (50,000+) Gals	5.12	5.30	5.46	5.62
161	<u>City - Landscaping</u>				
162	All Consumption	\$ 0.74	\$ 0.74	\$ 0.76	\$ 0.79
163	<u>Industrial</u>				
164	Tier 1 (0-50,000) Gals	\$ 3.75	\$ 3.86	\$ 3.98	\$ 4.10
165	Tier 2 (50,001-100,000) Gals	4.21	4.34	4.47	4.60
166	Tier 3 (100,001-150,000) Gals	4.73	4.87	5.02	5.17
167	Tier 4 (150,000+ Gals)	5.12	5.30	5.46	5.62
168	<u>WMBG Residential</u>				
169	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Current Rates - CPI Adjusted

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
170	Tier 1 (1,001-2,000) Gals	-	-	-	-
171	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.51	3.62
172	Tier 3 (7,001-15,000) Gals	3.75	3.86	3.98	4.10
173	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.47	4.60
174	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.02	5.17
175	Tier 6 (50,000+) Gals	5.12	5.30	5.46	5.62
176	<u>WMBG Commercial</u>				
177	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -
178	Tier 1 (1,001-2,000) Gals	-	-	-	-
179	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.51	3.62
180	Tier 3 (7,001-15,000) Gals	3.75	3.86	3.98	4.10
181	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.47	4.60
182	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.02	5.17
183	Tier 6 (50,000+) Gals	5.12	5.30	5.46	5.62
184	<u>City Water</u>				
185	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -
186	Tier 1 (1,001-2,000) Gals	-	-	-	-
187	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.51	3.62
188	Tier 3 (7,001-15,000) Gals	3.75	3.86	3.98	4.10
189	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.47	4.60
190	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.02	5.17
191	Tier 6 (50,000+) Gals	5.12	5.30	5.46	5.62
192	Volumetric Revenue				
193	Class Description				
194	<u>Residential</u>				
195	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -
196	Tier 1 (1,001-2,000) Gals	-	-	-	-
197	Tier 2 (2,001-7,000) Gals	175,092	180,345	185,756	191,328
198	Tier 3 (7,001-15,000) Gals	103,504	106,609	109,807	113,101
199	Tier 4 (15,001-29,000) Gals	65,878	67,854	69,890	71,987
200	Tier 5 (29,001-50,000) Gals	35,607	36,676	37,776	38,909
201	Tier 6 (50,000+) Gals	72,346	74,889	77,136	79,450
202	Total	\$ 452,427	\$ 466,373	\$ 480,364	\$ 494,775
203	<u>Commercial</u>				
204	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -
205	Tier 1 (1,001-2,000) Gals	-	-	-	-
206	Tier 2 (2,001-7,000) Gals	25,040	25,791	26,565	27,362
207	Tier 3 (7,001-15,000) Gals	28,804	29,668	30,558	31,475
208	Tier 4 (15,001-29,000) Gals	35,676	36,746	37,848	38,984
209	Tier 5 (29,001-50,000) Gals	37,419	38,542	39,698	40,889
210	Tier 6 (50,000+) Gals	169,667	175,631	180,900	186,327
211	Total	\$ 296,605	\$ 306,378	\$ 315,569	\$ 325,036
212	<u>City - Landscaping</u>				
213	All Consumption	\$ 11,312	\$ 11,312	\$ 11,651	\$ 12,001

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Current Rates - CPI Adjusted

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
214	<u>Industrial</u>				
215	Tier 1	\$ 6,049	\$ 6,230	\$ 6,417	\$ 6,610
216	Tier 2	7,119	7,333	7,553	7,779
217	Tier 3	4,380	4,511	4,647	4,786
218	Tier 4	3,773	3,906	4,023	4,144
219	Total	\$ 21,321	\$ 21,980	\$ 22,640	\$ 23,319
220	<u>WMBG Residential</u>				
221	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -
222	Tier 1 (1,001-2,000) Gals	-	-	-	-
223	Tier 2 (2,001-7,000) Gals	15,461	15,925	16,403	16,895
224	Tier 3 (7,001-15,000) Gals	8,516	8,772	9,035	9,306
225	Tier 4 (15,001-29,000) Gals	5,103	5,256	5,413	5,576
226	Tier 5 (29,001-50,000) Gals	2,133	2,197	2,263	2,331
227	Tier 6 (50,000+) Gals	1,884	1,950	2,009	2,069
228	Total	\$ 33,097	\$ 34,100	\$ 35,123	\$ 36,176
229	<u>WMBG Commercial</u>				
230	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -
231	Tier 1 (1,001-2,000) Gals	-	-	-	-
232	Tier 2 (2,001-7,000) Gals	1,344	1,384	1,426	1,468
233	Tier 3 (7,001-15,000) Gals	1,301	1,340	1,380	1,422
234	Tier 4 (15,001-29,000) Gals	1,402	1,444	1,487	1,532
235	Tier 5 (29,001-50,000) Gals	1,466	1,510	1,556	1,602
236	Tier 6 (50,000+) Gals	2,330	2,412	2,484	2,558
237	Total	\$ 7,843	\$ 8,090	\$ 8,333	\$ 8,583
238	<u>City Water</u>				
239	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ -
240	Tier 1 (1,001-2,000) Gals	-	-	-	-
241	Tier 2 (2,001-7,000) Gals	1,483	1,527	1,573	1,620
242	Tier 3 (7,001-15,000) Gals	848	873	899	926
243	Tier 4 (15,001-29,000) Gals	1,452	1,496	1,541	1,587
244	Tier 5 (29,001-50,000) Gals	-	-	-	-
245	Tier 6 (50,000+) Gals	-	-	-	-
246	Total	\$ 3,783	\$ 3,896	\$ 4,013	\$ 4,134
247	Total Volumetric Bill Revenue	\$ 826,388	\$ 852,129	\$ 877,693	\$ 904,024

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Current Rates - CPI Adjusted

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
248					
249	Minimum Bill Revenue				
250	Residential	\$ 617,449	\$ 635,973	\$ 655,052	\$ 674,704
251	Commercial	69,891	71,988	74,148	76,372
252	City (not landscape)	7,035	7,246	7,463	7,687
253	City (landscape)	-	-	-	-
254	Industrial	11,488	11,833	12,188	12,553
255	Williamsburg Residential	53,326	54,926	56,574	58,271
256	Williamsburg Commercial	4,765	4,908	5,056	5,207
257	Total Minimum Bill Revenue	\$ 763,955	\$ 786,873	\$ 810,480	\$ 834,794
258	Volumetric Revenue				
259	Residential	\$ 452,427	\$ 466,373	\$ 480,364	\$ 494,775
260	Commercial	296,605	306,378	315,569	325,036
261	City Water	3,783	3,896	4,013	4,134
262	City - Landscaping	11,312	11,312	11,651	12,001
263	Industrial	21,321	21,980	22,640	23,319
264	WMBG Residential	33,097	34,100	35,123	36,176
265	WMBG Commercial	7,843	8,090	8,333	8,583
266	Total Volumetric Revenue	\$ 826,388	\$ 852,129	\$ 877,693	\$ 904,024
267	Total Water Revenue	\$ 1,590,343	\$ 1,639,003	\$ 1,688,173	\$ 1,738,818
268	Water Revenue Requirement	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862
269	Total Over/(Under) Recovery	\$ (179,839)	\$ (288,626)	\$ (297,362)	\$ (306,879)
270	Cumulative Over/(Under)	\$ (179,839)	\$ (468,465)	\$ (765,827)	\$ (1,072,706)

Footnotes

1 Current rates listed are as of FY 2025

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
1	Net Revenue Requirement	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862
Water Billing Units					
Current¹					
2	City (not landscape)				
3	3/4"	2	31	31	31
4	Unknown	29	-	-	-
5	City (not landscape) Total	31	31	31	31
6	City (landscape)				
7	3/4"	5	15	15	15
8	2"	1	1	1	1
9	Unknown	10	-	-	-
10	City (landscape) Total	16	16	16	16
11	Industrial				
12	3/4"	3	5	5	5
13	2"	2	2	2	2
14	3"	2	2	2	2
15	Unknown	2	-	-	-
16	Industrial Total	9	9	9	9
17	Residential				
18	3/4"	950	2,683	2,683	2,683
19	1"	20	20	20	20
20	2"	17	17	17	17
21	3"	1	1	1	1
22	Unknown	1,733	-	-	-
23	Residential Total	2,721	2,721	2,721	2,721
24	Commercial				
25	3/4"	69	290	290	290
26	1"	4	4	4	4
27	1 1/2"	1	1	1	1
28	2"	11	11	11	11
29	4"	2	2	2	2
30	Unknown	221	-	-	-
31	Commercial Total	308	308	308	308
32	Williamsburg Residential				
33	3/4"	78	235	235	235
34	Unknown	157	-	-	-
35	WMBG Res Total	235	235	235	235
36	Williamsburg Commercial				
37	3/4"	5	19	19	19
38	2"	2	2	2	2
39	Unknown	14	-	-	-
40	WMBG Comm Total	21	21	21	21

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
41	TOTAL	3,341	3,341	3,341	3,341
Minimum Bill					
42	City (not landscape)				
43	3/4"	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.66
44	1"	18.91	19.48	22.85	26.22
45	1 1/2"	18.91	19.48	28.17	36.87
46	2"	18.91	19.48	34.56	49.64
47	3"	18.91	19.48	51.58	83.69
48	4"	18.91	19.48	70.74	122.00
49	Unknown	18.91	19.48	20.06	20.66
50	City (landscape)				
51	3/4"	\$ -	\$ -	\$ -	\$ -
52	1"	-	-	-	-
53	1 1/2"	-	-	-	-
54	2"	-	-	-	-
55	3"	-	-	-	-
56	4"	-	-	-	-
57	Unknown	-	-	-	-
58	Industrial				
59	3/4"	\$ 106.37	\$ 109.56	\$ 20.45	\$ 21.47
60	1"	106.37	109.56	109.56	109.56
61	1 1/2"	106.37	109.56	109.56	109.56
62	2"	106.37	109.56	109.56	109.56
63	3"	106.37	109.56	109.56	109.56
64	4"	106.37	109.56	109.56	128.32
65	Unknown	106.37	109.56	20.45	21.47
66	Residential				
67	3/4"	\$ 18.91	\$ 19.48	\$ 20.06	\$ 20.66
68	1"	18.91	19.48	22.85	26.22
69	1 1/2"	18.91	19.48	28.17	36.87
70	2"	18.91	19.48	34.56	49.64
71	3"	18.91	19.48	51.58	83.69
72	4"	18.91	19.48	70.74	122.00
73	Unknown	18.91	19.48	20.06	20.66
74	Commercial				
75	3/4"	\$ 18.91	\$ 19.48	\$ 20.45	\$ 21.47
76	1"	18.91	19.48	23.17	26.86
77	1 1/2"	18.91	19.48	28.80	38.13
78	2"	18.91	19.48	35.57	51.66
79	3"	18.91	19.48	53.61	87.73
80	4"	18.91	19.48	73.90	128.32
81	Unknown	18.91	19.48	20.45	21.47

82 Williamsburg Residential

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
83	3/4"	\$ 18.91	\$ 19.48	\$ 25.08	\$ 26.60
84	1"	18.91	19.48	28.56	37.00
85	1 1/2"	18.91	19.48	35.21	46.08
86	2"	18.91	19.48	43.20	62.04
87	3"	18.91	19.48	64.48	104.61
88	4"	18.91	19.48	88.42	152.50
89	Unknown	18.91	19.48	25.08	26.60
90	Williamsburg Commercial				
91	3/4"	\$ 18.91	\$ 19.48	\$ 25.56	\$ 26.84
92	1"	18.91	19.48	28.96	33.57
93	1 1/2"	18.91	19.48	36.00	47.66
94	2"	18.91	19.48	44.46	64.57
95	3"	18.91	19.48	67.01	109.67
96	4"	18.91	19.48	92.37	160.40
97	Unknown	18.91	19.48	25.56	26.84
Minimum Bill Revenue					
98	City (not landscape)				
99	3/4"	\$ 454	\$ 7,246	\$ 7,463	\$ 7,687
100	Unknown	6,581	-	-	-
101	City (not landscape) Total	\$ 7,035	\$ 7,246	\$ 7,463	\$ 7,687
102	City (landscape)				
103	3/4"	\$ -	\$ -	\$ -	\$ -
104	2"	-	-	-	-
105	Unknown	-	-	-	-
106	City (landscape) Total	\$ -	\$ -	\$ -	\$ -
107	Industrial				
108	3/4"	\$ 3,829	\$ 6,574	\$ 1,227	\$ 1,288
109	2"	2,553	2,629	2,629	2,629
110	3"	2,553	2,629	2,629	2,629
111	Unknown	2,553	-	-	-
112	Industrial Total	\$ 11,488	\$ 11,833	\$ 6,486	\$ 6,547
113	Residential				
114	3/4"	\$ 215,574	\$ 627,091	\$ 645,904	\$ 665,281
115	1"	4,538	4,675	5,484	6,294
116	2"	3,858	3,973	7,049	10,126
117	3"	227	234	619	1,004
118	Unknown	393,252	-	-	-
119	Residential Total	\$ 617,449	\$ 635,973	\$ 659,056	\$ 682,704
120	Commercial				
121	3/4"	\$ 15,657	\$ 67,781	\$ 71,170	\$ 74,729
122	1"	908	935	1,112	1,289
123	1 1/2"	227	234	346	458
124	2"	2,496	2,571	4,695	6,819
125	4"	454	467	1,774	3,080

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
126	Unknown	50,149	-	-	-
127	Commercial Total	\$ 69,891	\$ 71,988	\$ 79,096	\$ 86,374
128	Williamsburg Residential				
129	3/4"	\$ 17,700	\$ 54,926	\$ 70,717	\$ 72,839
130	Unknown	35,626	-	-	-
131	WMBG Res Total	\$ 53,326	\$ 54,926	\$ 70,717	\$ 72,839
132	Williamsburg Commercial				
133	3/4"	\$ 1,135	\$ 4,441	\$ 5,829	\$ 6,120
134	2"	454	467	1,067	1,550
135	Unknown	3,177	-	-	-
136	WMBG Comm Total	\$ 4,765	\$ 4,908	\$ 6,896	\$ 7,670
137	TOTAL Minimum Bill Revenue	\$ 763,955	\$ 786,873	\$ 829,714	\$ 863,821

Volumetric Bill

138	RR to be recovered from Volumetric Rates	\$ 1,031,969	\$ 1,147,084	\$ 1,172,359	\$ 1,198,792
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139 Volumetric Rate (per 1,000 gallons)

140 Class Description

141 Residential

142	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 3.62	\$ 3.73
143	Tier 1 (1,001-2,000) Gals	-	-	3.51	3.62	3.73
144	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.51	3.62	3.73
145	Tier 3 (7,001-15,000) Gals	3.75	3.86	3.98	4.10	4.22
146	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.47	4.60	4.74
147	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.02	5.17	5.32
148	Tier 6 (50,000+) Gals	5.12	5.30	5.46	5.62	5.79

149 Commercial

150	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 3.76	\$ 3.95
151	Tier 1 (1,001-2,000) Gals	-	-	3.58	3.76	3.95
152	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.58	3.76	3.95
153	Tier 3 (7,001-15,000) Gals	3.75	3.86	4.06	4.26	4.47
154	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.55	4.78	5.02
155	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.12	5.37	5.64
156	Tier 6 (50,000+) Gals	5.12	5.30	5.57	5.84	6.14

157 City - Landscaping

158	All Consumption	\$ 0.74	\$ 0.74	\$ 0.76	\$ 0.79	\$ 0.81
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159 Industrial

160	Tier 1 (0-50,000) Gals	\$ 3.75	\$ 3.86	\$ 4.06	\$ 4.26	\$ 4.47
161	Tier 2 (50,001-100,000) Gals	4.21	4.34	4.55	4.78	5.02
162	Tier 3 (100,001-150,000) Gals	4.73	4.87	5.12	5.37	5.64
163	Tier 4 (150,000+ Gals)	5.12	5.30	5.57	5.84	6.14

164 WMBG Residential

165	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 4.52	\$ 4.66
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City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
166	Tier 1 (1,001-2,000) Gals	-	-	4.39	4.66
167	Tier 2 (2,001-7,000) Gals	3.31	3.41	4.39	4.66
168	Tier 3 (7,001-15,000) Gals	3.75	3.86	4.97	5.28
169	Tier 4 (15,001-29,000) Gals	4.21	4.34	5.58	5.92
170	Tier 5 (29,001-50,000) Gals	4.73	4.87	6.27	6.65
171	Tier 6 (50,000+) Gals	5.12	5.30	6.82	7.24
172	<u>WMBG Commercial</u>				
173	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 4.93
174	Tier 1 (1,001-2,000) Gals	-	-	4.47	4.93
175	Tier 2 (2,001-7,000) Gals	3.31	3.41	4.47	4.93
176	Tier 3 (7,001-15,000) Gals	3.75	3.86	5.07	5.59
177	Tier 4 (15,001-29,000) Gals	4.21	4.34	5.69	6.27
178	Tier 5 (29,001-50,000) Gals	4.73	4.87	6.39	7.05
179	Tier 6 (50,000+) Gals	5.12	5.30	6.96	7.67
180	<u>City Water</u>				
181	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 3.73
182	Tier 1 (1,001-2,000) Gals	-	-	3.51	3.73
183	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.51	3.73
184	Tier 3 (7,001-15,000) Gals	3.75	3.86	3.98	4.22
185	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.47	4.74
186	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.02	5.32
187	Tier 6 (50,000+) Gals	5.12	5.30	5.46	5.79
188	Volumetric Revenue				
189	Class Description				
190	<u>Residential</u>				
191	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 97,556
192	Tier 1 (1,001-2,000) Gals	-	-	75,745	80,358
193	Tier 2 (2,001-7,000) Gals	175,092	180,345	185,756	191,328
194	Tier 3 (7,001-15,000) Gals	103,504	106,609	109,807	113,101
195	Tier 4 (15,001-29,000) Gals	65,878	67,854	69,890	71,987
196	Tier 5 (29,001-50,000) Gals	35,607	36,676	37,776	38,909
197	Tier 6 (50,000+) Gals	72,346	74,889	77,136	79,450
198	Total	\$ 452,427	\$ 466,373	\$ 556,109	\$ 670,348
199	<u>Commercial</u>				
200	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 9,882
201	Tier 1 (1,001-2,000) Gals	-	-	7,331	8,083
202	Tier 2 (2,001-7,000) Gals	25,040	25,791	27,081	28,435
203	Tier 3 (7,001-15,000) Gals	28,804	29,668	31,151	32,709
204	Tier 4 (15,001-29,000) Gals	35,676	36,746	38,583	40,512
205	Tier 5 (29,001-50,000) Gals	37,419	38,542	40,469	42,492
206	Tier 6 (50,000+) Gals	169,667	175,631	184,413	193,634
207	Total	\$ 296,605	\$ 306,378	\$ 329,028	\$ 355,361
208	<u>City - Landscaping</u>				
209	All Consumption	\$ 11,312	\$ 11,312	\$ 11,651	\$ 12,001

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
210	<u>Industrial</u>				
211	Tier 1	\$ 6,049	\$ 6,230	\$ 6,542	\$ 6,869
212	Tier 2	7,119	7,333	7,699	8,084
213	Tier 3	4,380	4,511	4,737	4,974
214	Tier 4	3,773	3,906	4,101	4,306
215	Total	\$ 21,321	\$ 21,980	\$ 23,079	\$ 24,233
216	<u>WMBG Residential</u>				
217	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 11,018
218	Tier 1 (1,001-2,000) Gals	-	-	8,735	8,997
219	Tier 2 (2,001-7,000) Gals	15,461	15,925	20,503	21,118
220	Tier 3 (7,001-15,000) Gals	8,516	8,772	11,294	11,632
221	Tier 4 (15,001-29,000) Gals	5,103	5,256	6,767	6,970
222	Tier 5 (29,001-50,000) Gals	2,133	2,197	2,829	2,914
223	Tier 6 (50,000+) Gals	1,884	1,950	2,511	2,586
224	Total	\$ 33,097	\$ 34,100	\$ 52,639	\$ 65,236
225	<u>WMBG Commercial</u>				
226	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 719
227	Tier 1 (1,001-2,000) Gals	-	-	546	573
228	Tier 2 (2,001-7,000) Gals	1,344	1,384	1,817	1,908
229	Tier 3 (7,001-15,000) Gals	1,301	1,340	1,759	1,847
230	Tier 4 (15,001-29,000) Gals	1,402	1,444	1,895	1,990
231	Tier 5 (29,001-50,000) Gals	1,466	1,510	1,982	2,081
232	Tier 6 (50,000+) Gals	2,330	2,412	3,165	3,323
233	Total	\$ 7,843	\$ 8,090	\$ 11,164	\$ 12,441
234					
235	<u>City Water</u>				
236	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 181
237	Tier 1 (1,001-2,000) Gals	-	-	625	644
238	Tier 2 (2,001-7,000) Gals	1,483	1,527	1,573	1,620
239	Tier 3 (7,001-15,000) Gals	848	873	899	926
240	Tier 4 (15,001-29,000) Gals	1,452	1,496	1,541	1,587
241	Tier 5 (29,001-50,000) Gals	-	-	-	-
242	Tier 6 (50,000+) Gals	-	-	-	-
243	Total	\$ 3,783	\$ 3,896	\$ 4,638	\$ 4,958
244	Total Volumetric Bill Revenue	\$ 826,388	\$ 852,129	\$ 988,309	\$ 1,144,579

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
245					
246	Minimum Bill Revenue				
247	Residential	\$ 617,449	\$ 635,973	\$ 659,056	\$ 682,704
248	Commercial	69,891	71,988	79,096	86,374
249	City (not landscape)	7,035	7,246	7,463	7,687
250	City (landscape)	-	-	-	-
251	Industrial	11,488	11,833	6,486	6,547
252	Williamsburg Residential	53,326	54,926	70,717	72,839
253	Williamsburg Commercial	4,765	4,908	6,896	7,670
254	Total Minimum Bill Revenue	\$ 763,955	\$ 786,873	\$ 829,714	\$ 863,821
255	Volumetric Revenue				
256	Residential	\$ 452,427	\$ 466,373	\$ 556,109	\$ 670,348
257	Commercial	296,605	306,378	329,028	355,361
258	City Water	3,783	3,896	4,638	4,958
259	City - Landscaping	11,312	11,312	11,651	12,001
260	Industrial	21,321	21,980	23,079	24,233
261	WMBG Residential	33,097	34,100	52,639	65,236
262	WMBG Commercial	7,843	8,090	11,164	12,441
263	Total Volumetric Revenue	\$ 826,388	\$ 852,129	\$ 988,309	\$ 1,144,579
264	Total Water Revenue	\$ 1,590,343	\$ 1,639,003	\$ 1,818,023	\$ 2,008,400
265	Water Revenue Requirement	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862
266	Total Over/(Under) Recovery	\$ (179,839)	\$ (158,775)	\$ (27,781)	\$ (12,035)
267	Cumulative Over/(Under)	\$ (179,839)	\$ (338,615)	\$ (366,395)	\$ (378,431)

Footnotes

1 Current rates listed are as of FY 2025

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 2

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
1	Net Revenue Requirement	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862
Water Billing Units Current¹					
2	City (not landscape)				
3	3/4"	2	31	31	31
4	Unknown	29	-	-	-
5	City (not landscape) Total	31	31	31	31
6	City (landscape)				
7	3/4"	5	15	15	15
8	2"	1	1	1	1
9	Unknown	10	-	-	-
10	City (landscape) Total	16	16	16	16
11	Industrial				
12	3/4"	3	5	5	5
13	2"	2	2	2	2
14	3"	2	2	2	2
15	Unknown	2	-	-	-
16	Industrial Total	9	9	9	9
17	Residential				
18	3/4"	950	2,683	2,683	2,683
19	1"	20	20	20	20
20	2"	17	17	17	17
21	3"	1	1	1	1
22	Unknown	1,733	-	-	-
23	Residential Total	2,721	2,721	2,721	2,721
24	Commercial				
25	3/4"	69	290	290	290
26	1"	4	4	4	4
27	1 1/2"	1	1	1	1
28	2"	11	11	11	11
29	4"	2	2	2	2
30	Unknown	221	-	-	-
31	Commercial Total	308	308	308	308
32	Williamsburg Residential				
33	3/4"	78	235	235	235
34	Unknown	157	-	-	-
35	WMBG Res Total	235	235	235	235
36	Williamsburg Commercial				
37	3/4"	5	19	19	19
38	2"	2	2	2	2
39	Unknown	14	-	-	-
40	WMBG Comm Total	21	21	21	21

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 2

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
41	TOTAL	3,341	3,341	3,341	3,341
Minimum Bill					
42	City (not landscape)				
43	3/4"	\$ 18.91	\$ 19.48	\$ 20.65	\$ 21.88
44	1"	18.91	19.48	23.33	27.18
45	1 1/2"	18.91	19.48	29.13	38.78
46	2"	18.91	19.48	36.09	52.70
47	3"	18.91	19.48	54.65	89.81
48	4"	18.91	19.48	75.52	131.57
49	Unknown	18.91	19.48	20.65	21.88
50	City (landscape)				
51	3/4"	\$ -	\$ -	\$ -	\$ -
52	1"	-	-	-	-
53	1 1/2"	-	-	-	-
54	2"	-	-	-	-
55	3"	-	-	-	-
56	4"	-	-	-	-
57	Unknown	-	-	-	-
58	Industrial				
59	3/4"	\$ 106.37	\$ 109.56	\$ 21.04	\$ 22.72
60	1"	106.37	109.56	109.56	109.56
61	1 1/2"	106.37	109.56	109.56	109.56
62	2"	106.37	109.56	109.56	109.56
63	3"	106.37	109.56	109.56	109.56
64	4"	106.37	109.56	109.56	138.26
65	Unknown	106.37	109.56	21.04	22.72
66	Residential				
67	3/4"	\$ 18.91	\$ 19.48	\$ 20.65	\$ 21.88
68	1"	18.91	19.48	23.33	27.18
69	1 1/2"	18.91	19.48	29.13	38.78
70	2"	18.91	19.48	36.09	52.70
71	3"	18.91	19.48	54.65	89.81
72	4"	18.91	19.48	75.52	131.57
73	Unknown	18.91	19.48	20.65	21.88
74	Commercial				
75	3/4"	\$ 18.91	\$ 19.48	\$ 21.04	\$ 22.72
76	1"	18.91	19.48	23.66	27.85
77	1 1/2"	18.91	19.48	29.80	40.12
78	2"	18.91	19.48	37.16	54.84
79	3"	18.91	19.48	56.79	94.10
80	4"	18.91	19.48	78.87	138.26
81	Unknown	18.91	19.48	21.04	22.72

82 Williamsburg Residential

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 2

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
83	3/4"	\$ 18.91	\$ 19.48	\$ 25.81	\$ 27.36
84	1"	18.91	19.48	29.16	33.98
85	1 1/2"	18.91	19.48	36.41	48.47
86	2"	18.91	19.48	45.11	65.87
87	3"	18.91	19.48	68.31	112.27
88	4"	18.91	19.48	94.41	164.46
89	Unknown	18.91	19.48	25.81	27.36
90	Williamsburg Commercial				
91	3/4"	\$ 18.91	\$ 19.48	\$ 26.29	\$ 28.40
92	1"	18.91	19.48	29.58	34.81
93	1 1/2"	18.91	19.48	37.25	50.15
94	2"	18.91	19.48	46.45	68.55
95	3"	18.91	19.48	70.98	117.62
96	4"	18.91	19.48	98.59	172.83
97	Unknown	18.91	19.48	26.29	28.40
Minimum Bill Revenue					
98	City (not landscape)				
99	3/4"	\$ 454	\$ 7,246	\$ 7,680	\$ 8,141
100	Unknown	6,581	-	-	-
101	City (not landscape) Total	\$ 7,035	\$ 7,246	\$ 7,680	\$ 8,141
102	City (landscape)				
103	3/4"	\$ -	\$ -	\$ -	\$ -
104	2"	-	-	-	-
105	Unknown	-	-	-	-
106	City (landscape) Total	\$ -	\$ -	\$ -	\$ -
107	Industrial				
108	3/4"	\$ 3,829	\$ 6,574	\$ 1,262	\$ 1,363
109	2"	2,553	2,629	2,629	2,629
110	3"	2,553	2,629	2,629	2,629
111	Unknown	2,553	-	-	-
112	Industrial Total	\$ 11,488	\$ 11,833	\$ 6,521	\$ 6,622
113	Residential				
114	3/4"	\$ 215,574	\$ 627,091	\$ 664,717	\$ 704,600
115	1"	4,538	4,675	5,599	6,523
116	2"	3,858	3,973	7,362	10,750
117	3"	227	234	656	1,078
118	Unknown	393,252	-	-	-
119	Residential Total	\$ 617,449	\$ 635,973	\$ 678,333	\$ 722,951
120	Commercial				
121	3/4"	\$ 15,657	\$ 67,781	\$ 73,203	\$ 79,060
122	1"	908	935	1,136	1,337
123	1 1/2"	227	234	358	481
124	2"	2,496	2,571	4,905	7,239
125	4"	454	467	1,893	3,318

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 2

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
126	Unknown	50,149	-	-	-
127	Commercial Total	\$ 69,891	\$ 71,988	\$ 81,495	\$ 91,435
128	Williamsburg Residential				
129	3/4"	\$ 17,700	\$ 54,926	\$ 72,777	\$ 77,144
130	Unknown	35,626	-	-	-
131	WMBG Res Total	\$ 53,326	\$ 54,926	\$ 72,777	\$ 77,144
132	Williamsburg Commercial				
133	3/4"	\$ 1,135	\$ 4,441	\$ 5,995	\$ 6,475
134	2"	454	467	1,115	1,645
135	Unknown	3,177	-	-	-
136	WMBG Comm Total	\$ 4,765	\$ 4,908	\$ 7,110	\$ 8,120
137	TOTAL Minimum Bill Revenue	\$ 763,955	\$ 786,873	\$ 853,916	\$ 914,413
Volumetric Bill					
138	RR to be recovered from Volumetric Rates	\$ 1,031,969	\$ 1,122,883	\$ 1,121,767	\$ 1,119,231
139	<u>Volumetric Rate (per 1,000 gallons)</u>				
140	<u>Class Description</u>				
141	<u>Residential</u>				
142	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ 3.83	\$ 4.06
143	Tier 1 (1,001-2,000) Gals	-	3.61	3.83	4.06
144	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.61	4.06
145	Tier 3 (7,001-15,000) Gals	3.75	3.86	4.09	4.60
146	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.60	5.16
147	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.16	5.80
148	Tier 6 (50,000+) Gals	5.12	5.30	5.62	6.31
149	<u>Commercial</u>				
150	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ 3.98	\$ 4.29
151	Tier 1 (1,001-2,000) Gals	-	3.68	3.98	4.29
152	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.68	4.29
153	Tier 3 (7,001-15,000) Gals	3.75	3.86	4.17	4.87
154	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.68	5.46
155	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.26	6.14
156	Tier 6 (50,000+) Gals	5.12	5.30	5.72	6.68
157	<u>City - Landscaping</u>				
158	All Consumption	\$ 0.74	\$ 0.74	\$ 0.78	\$ 0.88
159	<u>Industrial</u>				
160	Tier 1 (0-50,000) Gals	\$ 3.75	\$ 3.86	\$ 4.17	\$ 4.87
161	Tier 2 (50,001-100,000) Gals	4.21	4.34	4.68	5.46
162	Tier 3 (100,001-150,000) Gals	4.73	4.87	5.26	6.14
163	Tier 4 (150,000+ Gals)	5.12	5.30	5.72	6.68
164	<u>WMBG Residential</u>				
165	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ 4.79	\$ 5.08

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 2

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
166	Tier 1 (1,001-2,000) Gals	-	-	4.52	4.79
167	Tier 2 (2,001-7,000) Gals	3.31	3.41	4.52	4.79
168	Tier 3 (7,001-15,000) Gals	3.75	3.86	5.12	5.42
169	Tier 4 (15,001-29,000) Gals	4.21	4.34	5.75	6.09
170	Tier 5 (29,001-50,000) Gals	4.73	4.87	6.46	6.84
171	Tier 6 (50,000+) Gals	5.12	5.30	7.02	7.44
172	<u>WMBG Commercial</u>				
173	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 4.97
174	Tier 1 (1,001-2,000) Gals	-	-	4.60	4.97
175	Tier 2 (2,001-7,000) Gals	3.31	3.41	4.60	4.97
176	Tier 3 (7,001-15,000) Gals	3.75	3.86	5.21	5.63
177	Tier 4 (15,001-29,000) Gals	4.21	4.34	5.85	6.32
178	Tier 5 (29,001-50,000) Gals	4.73	4.87	6.58	7.10
179	Tier 6 (50,000+) Gals	5.12	5.30	7.16	7.73
180	<u>City Water</u>				
181	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 3.83
182	Tier 1 (1,001-2,000) Gals	-	-	3.61	3.83
183	Tier 2 (2,001-7,000) Gals	3.31	3.41	3.61	3.83
184	Tier 3 (7,001-15,000) Gals	3.75	3.86	4.09	4.34
185	Tier 4 (15,001-29,000) Gals	4.21	4.34	4.60	4.87
186	Tier 5 (29,001-50,000) Gals	4.73	4.87	5.16	5.47
187	Tier 6 (50,000+) Gals	5.12	5.30	5.62	5.96
189	Volumetric Revenue				
190	Class Description				
191	<u>Residential</u>				
192	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 103,321
193	Tier 1 (1,001-2,000) Gals	-	-	77,951	82,628
194	Tier 2 (2,001-7,000) Gals	175,092	180,345	191,166	202,636
195	Tier 3 (7,001-15,000) Gals	103,504	106,609	113,005	119,786
196	Tier 4 (15,001-29,000) Gals	65,878	67,854	71,926	76,241
197	Tier 5 (29,001-50,000) Gals	35,607	36,676	38,876	41,209
198	Tier 6 (50,000+) Gals	72,346	74,889	79,382	84,145
199	Total	\$ 452,427	\$ 466,373	\$ 572,306	\$ 709,966
200	<u>Commercial</u>				
201	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 10,455
202	Tier 1 (1,001-2,000) Gals	-	-	7,541	8,144
203	Tier 2 (2,001-7,000) Gals	25,040	25,791	27,855	30,083
204	Tier 3 (7,001-15,000) Gals	28,804	29,668	32,041	34,605
205	Tier 4 (15,001-29,000) Gals	35,676	36,746	39,685	42,860
206	Tier 5 (29,001-50,000) Gals	37,419	38,542	41,625	44,955
207	Tier 6 (50,000+) Gals	169,667	175,631	189,682	204,856
208	Total	\$ 296,605	\$ 306,378	\$ 338,429	\$ 375,958
209	<u>City - Landscaping</u>				
210	All Consumption	\$ 11,312	\$ 11,312	\$ 11,990	\$ 12,710
					\$ 13,472

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 2

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
211	<u>Industrial</u>				
212	Tier 1	\$ 6,049	\$ 6,230	\$ 6,729	\$ 7,267
213	Tier 2	7,119	7,333	7,919	8,553
214	Tier 3	4,380	4,511	4,872	5,262
215	Tier 4	3,773	3,906	4,219	4,556
216	Total	\$ 21,321	\$ 21,980	\$ 23,739	\$ 25,638
217	<u>WMBG Residential</u>				
218	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 11,669
219	Tier 1 (1,001-2,000) Gals	-	-	8,989	9,529
220	Tier 2 (2,001-7,000) Gals	15,461	15,925	21,100	22,366
221	Tier 3 (7,001-15,000) Gals	8,516	8,772	11,623	12,320
222	Tier 4 (15,001-29,000) Gals	5,103	5,256	6,964	7,381
223	Tier 5 (29,001-50,000) Gals	2,133	2,197	2,911	3,086
224	Tier 6 (50,000+) Gals	1,884	1,950	2,584	2,739
225	Total	\$ 33,097	\$ 34,100	\$ 54,172	\$ 69,091
226	<u>WMBG Commercial</u>				
227	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 761
228	Tier 1 (1,001-2,000) Gals	-	-	562	606
229	Tier 2 (2,001-7,000) Gals	1,344	1,384	1,869	2,018
230	Tier 3 (7,001-15,000) Gals	1,301	1,340	1,809	1,954
231	Tier 4 (15,001-29,000) Gals	1,402	1,444	1,949	2,105
232	Tier 5 (29,001-50,000) Gals	1,466	1,510	2,039	2,202
233	Tier 6 (50,000+) Gals	2,330	2,412	3,256	3,516
234	Total	\$ 7,843	\$ 8,090	\$ 11,483	\$ 13,163
235					
236	<u>City Water</u>				
237	Tier 0 (0-1,000) Gals	\$ -	\$ -	\$ -	\$ 192
238	Tier 1 (1,001-2,000) Gals	-	-	643	682
239	Tier 2 (2,001-7,000) Gals	1,483	1,527	1,619	1,716
240	Tier 3 (7,001-15,000) Gals	848	873	925	981
241	Tier 4 (15,001-29,000) Gals	1,452	1,496	1,586	1,681
242	Tier 5 (29,001-50,000) Gals	-	-	-	-
243	Tier 6 (50,000+) Gals	-	-	-	-
244	Total	\$ 3,783	\$ 3,896	\$ 4,773	\$ 5,251
245	Total Volumetric Bill Revenue	\$ 826,388	\$ 852,129	\$ 1,016,893	\$ 1,211,777

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Water Over/(Under) Under Proposed Rates - Scenario 2

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
246					
247	Minimum Bill Revenue				
248	Residential	\$ 617,449	\$ 635,973	\$ 678,333	\$ 722,951
249	Commercial	69,891	71,988	81,495	91,435
250	City (not landscape)	7,035	7,246	7,680	8,141
251	City (landscape)	-	-	-	-
252	Industrial	11,488	11,833	6,521	6,622
253	Williamsburg Residential	53,326	54,926	72,777	77,144
254	Williamsburg Commercial	4,765	4,908	7,110	8,120
255	Total Minimum Bill Revenue	\$ 763,955	\$ 786,873	\$ 853,916	\$ 914,413
256	Volumetric Revenue				
257	Residential	\$ 452,427	\$ 466,373	\$ 572,306	\$ 709,966
258	Commercial	296,605	306,378	338,429	375,958
259	City Water	3,783	3,896	4,773	5,251
260	City - Landscaping	11,312	11,312	11,990	12,710
261	Industrial	21,321	21,980	23,739	25,638
262	WMBG Residential	33,097	34,100	54,172	69,091
263	WMBG Commercial	7,843	8,090	11,483	13,163
264	Total Volumetric Revenue	\$ 826,388	\$ 852,129	\$ 1,016,893	\$ 1,211,777
265	Total Water Revenue	\$ 1,590,343	\$ 1,639,003	\$ 1,870,809	\$ 2,126,190
266	Water Revenue Requirement	\$ 1,818,842	\$ 1,976,799	\$ 2,036,180	\$ 2,097,862
267	Total Over/(Under) Recovery	\$ (179,839)	\$ (105,989)	\$ 90,009	\$ 173,548
268	Cumulative Over/(Under)	\$ (179,839)	\$ (285,829)	\$ (195,819)	\$ (22,271)

Footnotes

1 Current rates listed are as of FY 2025

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Wastewater Over/(Under) Under Current Rates

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029	
1	Net Revenue Requirement	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,951,250	
2	Minimum Bill					
3	Month on New Rate	6	6	6	6	
4	Rate Increase %	5%	5%	5%	5%	
5	Rate Increase \$	\$ -	\$ -	\$ -	\$ -	
6	Minimum Bill	Current Rates				
7	SW Residential Averaged	\$ 13.77	\$ 14.46	\$ 15.18	\$ 15.94	\$ 16.74
8	Commercial	13.77	14.46	15.18	15.94	16.74
9	SW WMBG - Residential Average	22.84	23.98	25.18	26.44	27.76
10	SW WMBG Commercial	22.84	23.98	25.18	26.44	27.76
11	SW Residential Bathhouse	15.52	16.30	17.11	17.97	18.86
12	SW Bathhouse Commercial	47.70	50.09	52.59	55.22	57.98
13	Minimum Bill Revenue					
14	Commercial	\$ 389,553	\$ 399,292	\$ 419,257	\$ 440,220	\$ 462,231
15	SW Residential Averaged	78,338	80,296	84,311	88,526	92,953
16	SW WMBG Commercial	61,257	62,788	65,928	69,224	72,685
17	SW WMBG - Residential Average	5,367	5,502	5,777	6,065	6,369
18	SW Bathhouse Commercial	1,474	1,511	1,587	1,666	1,749
19	SW Residential Bathhouse	8,586	8,801	9,241	9,703	10,188
20	Total Minimum Bill Revenue	\$ 544,576	\$ 558,190	\$ 586,099	\$ 615,404	\$ 646,175
21	% of RR Recovered From Min Bill Rev	39%	38%	39%	33%	
22	Volumetric Bill					
23	Revenue to be recovered from Volumetric Rates	\$ 888,057	\$ 940,448	\$ 964,112	\$ 1,305,075	
24	Month on New Rate	6	6	6	6	
25	Rate Increase %	5%	5%	5%	5%	
26	Rate Increase \$	\$ -	\$ -	\$ -	\$ -	
27	Volumetric Bill (per kgals)	Current				
28	SW Residential Averaged	\$ 4.84	\$ 5.08	\$ 5.34	\$ 5.60	\$ 5.88
29	Commercial	4.84	5.08	5.34	5.60	5.88
30	SW WMBG - Residential Average	4.84	5.08	5.34	5.60	5.88
31	SW WMBG Commercial	4.84	5.08	5.34	5.60	5.88
32	SW Residential Bathhouse	-	-	-	-	-
33	SW Bathhouse Commercial	-	-	-	-	-
34	Volumetric Bill Revenue	Current				
35	SW Residential Averaged	\$ 398,371	\$ 408,330	\$ 428,746	\$ 450,184	\$ 472,693
36	Commercial	103,557	106,146	111,453	117,025	122,877
37	SW WMBG - Residential Average	49,329	50,563	53,091	55,745	58,532

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Wastewater Over/(Under) Under Current Rates

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
38	SW WMBG Commercial	9,564	9,803	10,293	10,808
39	SW Residential Bathhouse	-	-	-	-
40	SW Bathhouse Commercial	-	-	-	-
41	Total Volumetric Bill Revenue	\$ 560,820	\$ 574,841	\$ 603,583	\$ 633,762
42	% of RR Recovered From Vol Bill Rev	40%	40%	40%	34%
43	Over/(Under) Recovery				
44	Total Revenue	\$ 1,105,396	\$ 1,133,031	\$ 1,189,682	\$ 1,249,167
45	Revenue Requirement	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,951,250
46	Over/(Under)	\$ (313,216)	\$ (336,865)	\$ (330,350)	\$ (639,625)
47	Cumulative Over/(Under)	\$ (313,216)	\$ (650,082)	\$ (980,432)	\$ (1,620,056)

Footnotes

1. Assumes Rate Increase Take Effect in January

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Wastewater Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
1	Net Revenue Requirement	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,951,250
2	Minimum Bill				
3	Month on New Rate	6	12	12	12
4	Rate Increase %	5%	15%	15%	15%
5	Rate Increase \$	\$ -	\$ -	\$ -	\$ -
6	<u>Minimum Bill</u>	Current Rates			
7	SW Residential Averaged	\$ 13.77	\$ 14.46	\$ 16.63	\$ 19.12
8	Commercial	13.77	14.46	16.63	19.12
9	SW WMBG - Residential Average	22.84	23.98	27.58	31.72
10	SW WMBG Commercial	22.84	23.98	27.58	31.72
11	SW Residential Bathouse	15.52	16.30	18.74	21.55
12	SW Bathhouse Commercial	47.70	50.09	57.60	66.24
13	<u>Minimum Bill Revenue</u>				
14	Commercial	\$ 389,553	\$ 399,292	\$ 470,386	\$ 540,943
15	SW Residential Averaged	78,338	80,296	94,593	108,781
16	SW WMBG Commercial	61,257	62,788	73,968	85,063
17	SW WMBG - Residential Average	5,367	5,502	6,481	7,453
18	SW Bathhouse Commercial	1,474	1,511	1,780	2,047
19	SW Residential Bathouse	8,586	8,801	10,368	11,923
20	Total Minimum Bill Revenue	\$ 544,576	\$ 558,190	\$ 657,575	\$ 756,211
21	% of RR Recovered From Min Bill Rev	39%	43%	48%	45%
22	Volumetric Bill				
23	Revenue to be recovered from Volumetric Rates	\$ 888,057	\$ 868,973	\$ 823,305	\$ 1,081,607
24	Month on New Rate	6	12	12	12
25	Rate Increase %	5%	15%	15%	15%
26	Rate Increase \$	\$ -	\$ -	\$ -	\$ -
27	<u>Volumetric Bill (per kgals)</u>	Current			
28	SW Residential Averaged	\$ 4.84	\$ 5.08	\$ 5.84	\$ 6.72
29	Commercial	4.84	5.08	5.84	6.72
30	SW WMBG - Residential Average	4.84	5.08	5.84	6.72
31	SW WMBG Commercial	4.84	5.08	5.84	6.72
32	SW Residential Bathouse	-	-	-	-
33	SW Bathhouse Commercial	-	-	-	-
34	<u>Volumetric Bill Revenue</u>				
35	SW Residential Averaged	\$ 398,371	\$ 408,330	\$ 481,033	\$ 553,188
36	Commercial	103,557	106,146	125,045	143,801
37	SW WMBG - Residential Average	49,329	50,563	59,565	68,500

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Wastewater Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
38	SW WMBG Commercial	9,564	9,803	11,548	13,281
39	SW Residential Bathhouse	-	-	-	-
40	SW Bathhouse Commercial	-	-	-	-
41	Total Volumetric Bill Revenue	\$ 560,820	\$ 574,841	\$ 677,191	\$ 778,769
42	% of RR Recovered From Vol Bill Rev	40%	44%	49%	46%
43	Over/(Under) Recovery				
44	Total Revenue	\$ 1,105,396	\$ 1,133,031	\$ 1,334,766	\$ 1,534,981
45	Revenue Requirement	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,951,250
46	Over/(Under)	\$ (313,216)	\$ (191,782)	\$ (44,536)	\$ (186,022)
47	Cumulative Over/(Under)	\$ (313,216)	\$ (504,998)	\$ (549,534)	\$ (735,557)

Footnotes

1. FY 2026 Assumes Rate Increase Take Effect in January

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Wastewater Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
1	Net Revenue Requirement	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,951,250

Minimum Bill

2	Month on New Rate		6		12		12		12		
3	Rate Increase %			5%		25%		25%	25%		
4	Rate Increase \$		\$	-	\$	-	\$	-	\$	-	
5	<u>Minimum Bill</u>		Current Rates								
6	SW Residential Averaged	\$	13.77	\$	14.46	\$	18.07	\$	22.59	\$	28.24
7	Commercial		13.77		14.46		18.07		22.59		28.24
8	SW WMBG - Residential Average		22.84		23.98		29.98		37.47		46.84
9	SW WMBG Commercial		22.84		23.98		29.98		37.47		46.84
10	SW Residential Bathhouse		15.52		16.30		20.37		25.46		31.83
11	SW Bathhouse Commercial		47.70		50.09		62.61		78.26		97.82
12	<u>Minimum Bill Revenue</u>										
13	Commercial	\$	389,553	\$	399,292	\$	511,289	\$	639,111	\$	798,889
14	SW Residential Averaged		78,338		80,296		102,818		128,523		160,653
15	SW WMBG Commercial		61,257		62,788		80,400		100,500		125,624
16	SW WMBG - Residential Average		5,367		5,502		7,045		8,806		11,007
17	SW Bathhouse Commercial		1,474		1,511		1,935		2,419		3,024
18	SW Residential Bathhouse		8,586		8,801		11,269		14,086		17,608
19	Total Minimum Bill Revenue	\$	544,576	\$	558,190	\$	714,755	\$	893,444	\$	1,116,805
20	% of RR Recovered From Min Bill Rev			39%		47%		57%		57%	

Volumetric Bill

21	Revenue to be recovered from Volumetric Rates	\$	888,057	\$	811,792	\$	686,072	\$	834,444		
	Month on New Rate		6		12		12		12		
22	Rate Increase %		5%		25%		25%		25%		
23	Rate Increase \$	\$	-	\$	-	\$	-	\$	-		
24	<u>Volumetric Bill (per kgals)</u>	Current									
25	SW Residential Averaged	\$	4.84	\$	5.08	\$	6.35	\$	7.94	\$	9.93
26	Commercial		4.84		5.08		6.35		7.94		9.93
27	SW WMBG - Residential Average		4.84		5.08		6.35		7.94		9.93
28	SW WMBG Commercial		4.84		5.08		6.35		7.94		9.93
29	SW Residential Bathhouse		-		-		-		-		-
30	SW Bathhouse Commercial		-		-		-		-		-
31	<u>Volumetric Bill Revenue</u>	Current									
32	SW Residential Averaged	\$	398,371	\$	408,330	\$	522,862	\$	653,577	\$	816,971
33	Commercial		103,557		106,146		135,918		169,898		212,372
34	SW WMBG - Residential Average		49,329		50,563		64,745		80,931		101,164

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Wastewater Over/(Under) Under Proposed Rates - Scenario 1

Line No.		Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
35	SW WMBG Commercial	9,564	9,803	12,553	15,691
36	SW Residential Bathhouse	-	-	-	-
37	SW Bathhouse Commercial	-	-	-	-
38	Total Volumetric Bill Revenue	\$ 560,820	\$ 574,841	\$ 736,077	\$ 920,096
39	% of RR Recovered From Vol Bill Rev	40%	48%	58%	59%

Over/(Under) Recovery

40	Total Revenue	\$ 1,105,396	\$ 1,133,031	\$ 1,450,832	\$ 1,813,540	\$ 2,266,925
41	Revenue Requirement	\$ 1,446,247	\$ 1,526,548	\$ 1,579,517	\$ 1,579,517	\$ 1,951,250
42	Over/(Under)	\$ (313,216)	\$ (75,716)	\$ 234,024	\$ 234,024	\$ 315,676
43	Cumulative Over/(Under)	\$ (313,216)	\$ (388,932)	\$ (154,908)	\$ (154,908)	\$ 160,768

Footnotes

1. FY 2026 Assumes Rate Increase Take Effect in January

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Reserves - Scenario 1

Line No.	Item Description	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
1	Interest %	2.00%	2.00%	2.00%	2.00%
2	Water Over/(Under)	\$ (179,839)	\$ (158,775)	\$ (27,781)	\$ (12,035)
3	Wastewater Over/(Under)	(313,216)	(191,782)	(44,536)	(186,022)
4	Total Over/(Under)	\$ (493,055)	\$ (350,558)	\$ (72,317)	\$ (198,057)
5	Water Repair and Replacement				
6	Beginning Balance	\$ 840,563	\$ 677,535	\$ 532,310	\$ 515,176
7	Additions				
8	Interest	\$ 16,811	\$ 13,551	\$ 10,646	\$ 10,304
9	Water Over/(Under)	(179,839)	(158,775)	(27,781)	(12,035)
10	Ending Balance	\$ 677,535	\$ 532,310	\$ 515,176	\$ 513,444
11	Wastewater Repair and Replacement				
12	Beginning Balance	\$ 982,870	\$ 689,311	\$ 511,315	\$ 477,005
13	Additions				
14	Interest	\$ 19,657	\$ 13,786	\$ 10,226	\$ 9,540
15	Wastewater Over/(Under)	(313,216)	(191,782)	(44,536)	(186,022)
16	Ending Balance	\$ 689,311	\$ 511,315	\$ 477,005	\$ 300,524
17	Emergency Reserve				
18	Beginning Balance	\$ 575,000	\$ 686,500	\$ 800,230	\$ 916,235
19	Additions				
20	W-PAYG	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
21	WW-PAYG	50,000	50,000	50,000	50,000
22	Interest	11,500	13,730	16,005	18,325
23	Ending Balance	\$ 686,500	\$ 800,230	\$ 916,235	\$ 1,034,559
24	Total Reserves	2,053,346	1,843,856	1,908,416	1,848,527

Footnotes

1 Beginning Balances updated per City on 9/9/25

City of Truth or Consequences, New Mexico
Water Wastewater Cost of Service Study
Reserves - Scenario 2

Line No.	Item Description	Year 1 FY 2026	Year 2 FY 2027	Year 3 FY 2028	Year 4 FY 2029
1	Interest %	2.00%	2.00%	2.00%	2.00%
2	Water Over/(Under)	\$ (179,839)	\$ (105,989)	\$ 90,009	\$ 173,548
3	Wastewater Over/(Under)	(313,216)	(75,716)	234,024	315,676
4	Total Over/(Under)	\$ (493,055)	\$ (181,705)	\$ 324,033	\$ 489,224
5	Water Repair and Replacement				
6	Beginning Balance	\$ 840,563	\$ 677,535	\$ 585,096	\$ 686,808
7	Additions				
8	Interest	\$ 16,811	\$ 13,551	\$ 11,702	\$ 13,736
9	Water Over/(Under)	(179,839)	(105,989)	90,009	173,548
10	Ending Balance	\$ 677,535	\$ 585,096	\$ 686,808	\$ 874,092
11	Wastewater Repair and Replacement				
12	Beginning Balance	\$ 982,870	\$ 689,311	\$ 627,382	\$ 873,953
13	Additions				
14	Interest	\$ 19,657	\$ 13,786	\$ 12,548	\$ 17,479
15	Wastewater Over/(Under)	(313,216)	(75,716)	234,024	315,676
16	Ending Balance	\$ 689,311	\$ 627,382	\$ 873,953	\$ 1,207,108
17	Emergency Reserve				
18	Beginning Balance	\$ 575,000	\$ 686,500	\$ 800,230	\$ 916,235
19	Additions				
20	W-PAYG	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
21	WW-PAYG	50,000	50,000	50,000	50,000
22	Interest	11,500	13,730	16,005	18,325
23	Ending Balance	\$ 686,500	\$ 800,230	\$ 916,235	\$ 1,034,559
24	Total Reserves	2,053,346	2,012,708	2,476,995	3,115,759

Footnotes

1 Beginning Balances updated per City on 9/9/25

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C. PRESENTATION

1. Epilepsy Awareness Proclamation.

Mayor Hechler presented the Epilepsy Awareness Proclamation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commissioner Fahl: It's going to be big.

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

Commissioner Fahl: It's going to be hard.

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

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

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

Commissioner Fahl: Well, I think way before that.

City Attorney Rubin: Yeah, I get it.

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

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

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

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

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

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

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

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

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

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

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

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

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

Commissioner Fahl: Well said.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Ron Pacourek addressed the Commission with comments related to:

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

Deborah Clemente addressed the Commission with comments related to:

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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.6

SUBJECT: Discussion/Action –AIPP (Art in Public Places) selection committee

DEPARTMENT: Community Development

DATE SUBMITTED: January 9, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

AIPP funding is mandated by specific requirements to include forming a selection committee as defined by NM Arts, reviewing slideshows of artwork provided by NM Arts to and meeting with NM Arts Program Director to finalize selection. Art must be displayed in an area viewable by the public. The city received an AIPP allocation of \$4,500.00 as part of the Grant Agreement from Capital Appropriation 23-H3214 for the Animal Shelter and art has been selected and procured for this funding source.

The City has received 2 more Capital Appropriation Projects allocating additional AIPP funds in the amount of \$15,000.00. It is the intent to display the Art in the new Police Dept. once renovations are complete. Prices are all inclusive of artwork, framing, Plexiglas, identification plaque, delivery and secure/permanent installation on site.

Staff would like to begin the process of selecting a review committee. This can include members of the public, local artists, city Employees, and/or users of the space. Once key member must be signatory authority for the purchase agreement – i.e. Mayor, City Manager or Assistant City Manager.

Staff is asking the Commission to help develop the process for selecting committee members and would recommend the following structure:

- Signatory Authority – (Mayor, City Manager or Assistant City Manager)
- 1-2 Commissioner(s) – to be selected and voted on by Commission
- Public Art Board Member – to be selected and voted on by Public Art Board
- Chief of Police or designated officer
- 1-2 members of the public to include local artists – (possibly solicit letters of interest from applicable parties and present them to the Commission for review and selection).

Committee members would be required to complete a Conflict-of-Interest Form and must have access to privately receive and view large PowerPoint files virtually to make their selection. 1-2 in person committee meetings would be required as well. Final selection meeting must be in person with all members present and will include a representative with the NM Arts Dept. of Cultural Affairs.

Recommendation:

AIPP selection Committee Process

Attachments:

- AIPP Selections 11-13-2024

Fiscal Impact (Finance): No

NM Arts will cover cost overage

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

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

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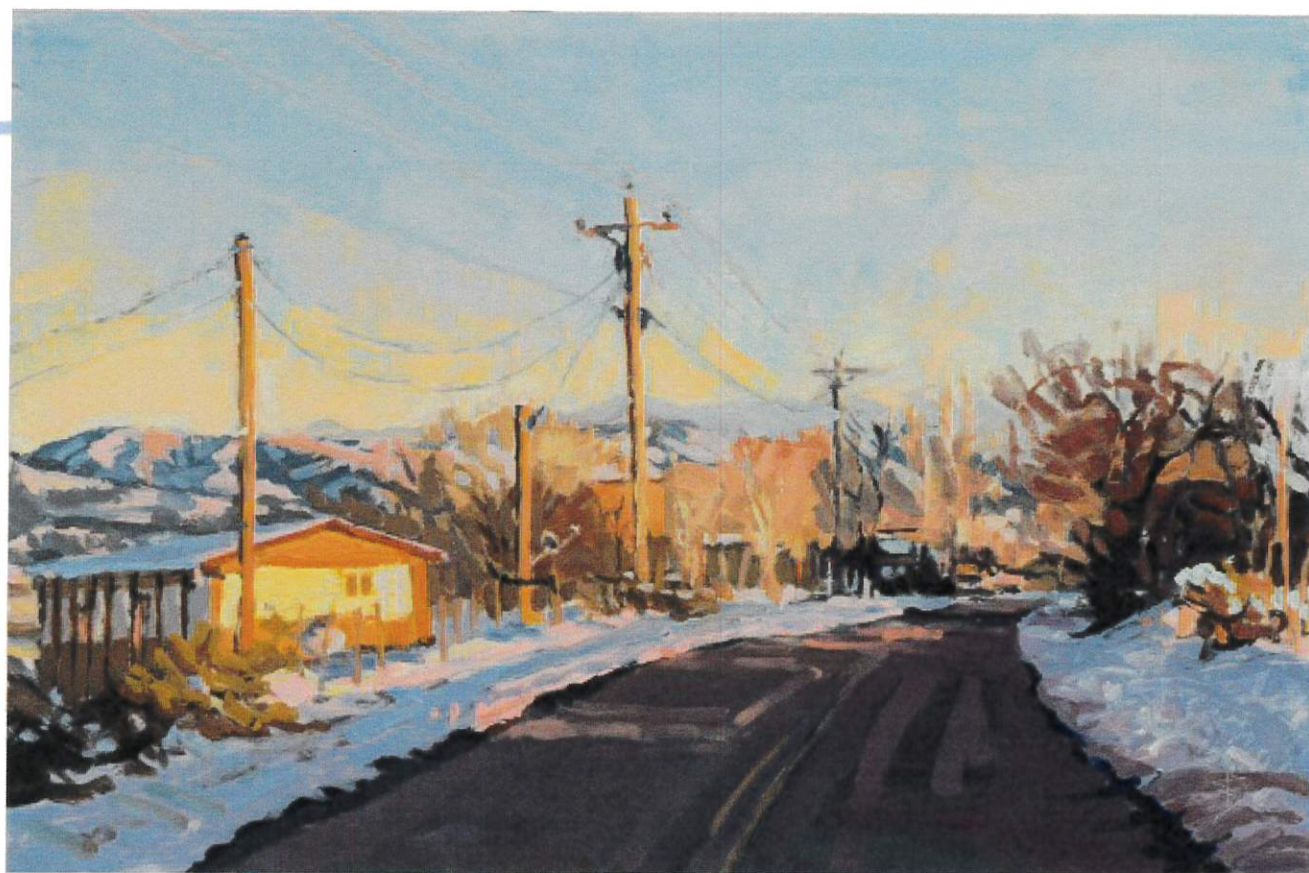
☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 1-16-26

Dan Noyes
Migration
Printmaking
20 x 30 inches
\$1,000



Shawn Demarest
Evening on Placitas
Oil on birch plywood
16 x 24 inches
\$2,400



CAROLE

1 o

Carole Belliveau
Old Barn in Mora
Palette knife oil
16 x 20 inches
\$1,840





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.7

SUBJECT: Appointment of 2 Governing Body Board Members and 1 Alternate Member to serve on the Sierra Vista Hospital Joint Powers Commission (JPC).

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 9, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City has two (2) Commissioners who serve as members on the Sierra Vista Hospital Joint Powers Commission (JPC). Our current members are Mayor Hechler and Commissioner Hoeppner. Commissioner Mitchell is our current alternate.

This item is to appoint two (2) new members and one (1) alternate member to the JPC board.

Recommendation:

Appointment of said positions to the Sierra Vista Hospital Joint Powers Commission (JPC).

Attachments:

- Governing Body Board Member Roster.

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. -

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☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-16-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.8

SUBJECT: Appointment of a Governing Body Board Member and 2 Alternate Board Member to serve on the South-Central Council of Governments Board (SCCOG).

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 9, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City has one (1) Commissioner and two (2) alternates who serve as members on the South-Central Council of Governments Board (SCCOG). Our current member is Mayor Hechler. Mayor Pro-Tem Forrister and Commissioner Hoepfner are our alternates.

This item is to appoint one (1) new board member and two (2) alternate members to the SCCOG board.

Recommendation:

Appointment of said positions to the South-Central Council of Governments Board (SCCOG).

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

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☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 1-16-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.9

SUBJECT: Appointment of a Board Member and an Alternate Board Member to serve on the Regional Planning Organization (RPO).

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 9, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City has one (1) Commissioner and one (1) Alternate member who serves on the Regional Planning Organization (RPO). Our current member is Mayor Hechler, and the Alternate is Merry Jo Fahl.

This item is to appoint one (1) new board member and one (1) alternate member to the Regional Planning Organization (RPO).

Recommendation:

Appointment of said positions at the Regional Planning Organization (RPO).

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

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File Name: CC Agendas 1-16-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.10

SUBJECT: Appointment of a Governing Body Board Member to serve on the Sierra County Recreation & Tourism Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 9, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The City has one (1) Commissioner and one (1) alternate who serves as members on the Sierra County Recreation & Tourism Advisory Board. Merry Jo Fahl is the current city representative, and Commissioner Mitchell is our alternate.

This item is to appoint 1 new member and 1 alternate member to the board.

Recommendation:

None. New Appointment is at the discretion of the Governing Body.

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

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File Name: CC Agendas 1-16-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.11

SUBJECT: Appointment of a Governing Body Board Member to serve on the Jornada Resource Conservation & Development Council

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 9, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The city has one Commissioner who serves as member on the Jornada Resource Conservation & Development Council. Commissioner Mitchell is the current city representative.

This item is to appoint one (1) new board member to the board.

Recommendation:

Appointment of said positions to the Jornada Resource Conservation & Development Council

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: January 16, 2026

Agenda Item #: G.12

SUBJECT: Discussion/Action: Request to advertise for a City Representative to serve a 2 year term on the Sierra Vista Hospital Governing Board. Mayor Hechler

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: January 9, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

On November 19th the governing body appointed Peggy "Cookie" Johnson to serve as a City Representative for a two year term on the Sierra Vista Hospital Governing Board. Unfortunately, Ms. Johnson cannot serve on the board at this time, so we are requesting that the governing body allow us to advertise for applicants interested in serving on the board.

Recommendation:

Approval to advertise for a City Representative to serve a 2-year term on the Sierra Vista Hospital Governing Board.

Attachments:

- None

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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