

*Rolf Hechler
Mayor*



*Ingo Hoeppner
Commissioner*

*Destiny Mitchell
Mayor Pro-Tem*

*Chaz M. Glines
Commissioner*

*Amanda Forrister
Commissioner*

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

*Gary Whitehead
City Manager*

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JULY 8, 2026; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. CONSENT CALENDAR

1. City Commission Regular Minutes, June 10, 2026
2. City Commission Regular Minutes, June 24, 2026
3. June 2026 Accounts Payable

F. NEW BUSINESS

1. Discussion/Action: NMDOT Aviation Grant Agreement. Assistant City Manager Alvarez
2. Discussion/Action: Vector Control Services Agreement between City of Elephant Butte and City of Truth or Consequences. OJ Hechler, Community Services Director
3. Discussion/Action: Approval of Purchases \$60,000 and over. Carlos Miyagishima, CPO

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 01 26/27 Open Meetings Act Resolution. City Clerk Torres
2. Discussion/Action: Resolution No. 02 26/27 Series 2026 General Obligation bonds. Chris Muirhead, Modrall Sperling & Mark Valenzuela, Bosque Advisors, LLC
3. Discussion/Action: Publication of Ordinance No. 774 General Obligation Bonds, Series 2026. Chris Muirhead, Modrall Sperling & Mark Valenzuela, Bosque Advisors, LLC
4. Discussion/Action: Resolution No. 03 26/27 Abatement of Dangerous Structure at 825 Morgan Street. Tyler Knull, Code Enforcement Officer
5. Discussion/Action: Resolution No. 04 26/27 Abatement of Dangerous Structure at 304 North Joffre Street. Tyler Knull, Code Enforcement Officer

H. EXECUTIVE SESSION

1. Threatened & Pending Litigation (*Sean Barnes*) pursuant to 10-15-1(H.7).

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

1. Threatened & Pending Litigation (*Sean Barnes*) pursuant to 10-15-1(H.7).

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 JULY 22, 2026 AT 4:00 P.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, June 10, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 2, 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 7-8-26

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JUNE 10, 2026**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

Hon. Rolf Hechler, Mayor
Hon. Destiny Mitchell, Mayor Pro-Tem
Hon. Amanda Forrister, Commissioner present via telephone
Hon. Ingo Hoeppepner, Commissioner
Hon. Chaz Glines, Commissioner

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer
Bo Easley, Public Works Director
OJ Hechler, Public Service Director

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Mitchell made a motion to approve the agenda with the removal of item F12. Commissioner Hoeppepner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PUBLIC COMMENT (3 Minute Rule Applies):

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

- We held the first of the Dancing in the Streetlight series last Friday, and it went really well until a thunderstorm came in and we had to shut it down early. But it was really great to see that a lot of people came out. The opener, Stevie Bluetone, played through his entire set, and then the headliner, Rockabilly Strangers, got started, and then the rain came. People seemed to get the message that we were doing it, brought lawn chairs, and were having a great time up until the rain. We're excited for the next two in that series; the first Fridays of the Summer months, July 3rd, which will also include an Independence Day parade just before, we're just going to do it along Broadway, keep it a little bit shorter since it may be hot. Parade registration is open, so we're just trying to get folks to come join, it's going to be a very casual parade, no entry fee, no prizes, just for fun. After that, the Red Eye band will be opening up at the plaza, and then Tudy Romero and the Silver Bullet band is headlining that day. Then on August 7th, we have Constance opening, and Southern Blend playing. They should be good events, we have food trucks lined up for those as well.
- We're continuing to work on details of the Levitt series coming up in September and October, and excited to get the headliner announcements out as soon as we have contracts signed with those groups.
- We have 2nd Saturday Art Hop coming up this weekend on Saturday, 6pm-9pm downtown, plus whatever after-hours things might be going on.
- We are continuing to support on the Foch Street project, it's really coming along well, we've been hearing positive things about the sidewalk and the light poles, I think people are starting to get excited about what it will look like when it's finally finished.
- We're working on a grant application to the USDA for a restaurant incubator program, so if we were to get funded for this, we would do some trainings of entrepreneurs who are interested in opening a restaurant business, and kind of help people to have the skills needed; everything from the food prep side of things, menu planning, inventory, to also the business side, business plans, taxes, how to pass certifications, and all that kind of thing. The hope is that we would train a new crop of people who are excited to open a successful restaurant here. That's all I have for now, you know how to get in touch with me if you have any questions. Thank you.

Ellie Nordgren addressed the Commission with comments related to:

- My name is Ellie Nordgren, this is Linda Brandis, and we're from Sunshine Valley Garden Club. It was started in 1950 in T or C, and we have a blue star memorial that is honoring veterans, it is in a little area in front of the Rio Bravo Gallery. The memorial is in need of repair, and we're having a hard time finding out when it was put in, but we have a postcard that shows it in 1966. It's in front of a dollar store in 1966, but now it's Rio Bravo Art Gallery. I also have a picture of the sign itself, and

it's back further in the shade, and this is the front of it. The back is really what's in need of repair. We were wondering if the city would help with repairs or give us the name of somebody that could do it. There's all kinds of criteria, it has to be done with a certain kind of paint, and bring the wording up and everything. That's what we're here for today, to try to find out when, exactly, it was put in, and if the city would be willing to help with restoration.

D. REPORTS:

City Manager Whitehead reported the following:

- I would like to do a brief update; in the city right now, we're really trying to bring things to a close, the end of the fiscal year is just a few weeks away, so we're kind of scrambling to make sure that we're getting everything in order. We suspended purchase orders and those kinds of things so that we can get to our final close-out. At the next meeting, hopefully we'll be presenting final budgets, and some updates there, as well as last contracts, and those items that need to be approved to move forward. The next meeting will be a little busier than this one, potentially with some housekeeping items.
- I want to follow up with Becca, I would really like to thank MainStreet and Becca again, she's a real trooper. She hung out there Friday evening in the rain, was soaked in her blanket trying to stay warm, so really appreciate what she did. The musicians may not have all played, but they brought a lot of nice rain. Good on us for that, that was really great.
- Let's touch on Foch Street – Just to remind and keep everybody in-tune, it's really moving along well, there are lots of folks on staff out there right now. Today before coming here, I took a quick look, there are lots of folks. The contract is scheduled to end July 8th, that's the end of the construction period. I'll remind you that they have 30 days from that day to then finish the project. So that will be what we would call the punch list or anything there. We continue to stay really engaged with the crew. We expect, based on their two-week look ahead that Monday, the paving contractor will be on-site to begin paving. I think today they're pouring the last bit of curb and gutter that needs to be poured, which is on the Southeast side behind the restaurant and the insurance company. There's a hot water ditch there that needs to be constructed, so that's been one of their technical spots, and they'll be finishing that up. They're going to be pouring some seed walls this week, those are the big items that stick out. I think, as Becca pointed out, I do also receive lots of nice compliments for the path, people are walking on it, using it, and it's wide. They have done a nice job building that, so we're excited.
- Shovel ready continues to move along at a very good pace, there on Second Street, finishing up that water line. That's the water line extension off the work that you guys did with the downtown project several years back, they've reconnected. That runs all the way up to Silver Street, kind of reconnecting. And then we started the project for Silver street, the extension, yesterday, so we're excited to get that going. If you've taken a drive out towards the South part of T or C, you'll see the new water tank is almost constructed on the Cook Street side.

Our shovel ready project continues to move along really well, the contractor is doing a good job. We did have some concern that there were water leaks back in the new water line, but what they did is paved over everything – they cut, put in the water line, then they come back and pave – so they had to go back and cut out where all the valves are so they could pour those in concrete. They kind of did a little different strategy where they paved everything, and then came back. There were no leaks, just work to finish up exposing the valves.

- We are excited about WSPI-1, that's the second water project, that's been bid, it's been led, we're into our third week of construction. Contract crew is mobilized. They're currently potholing up around the elementary school. They've made a commitment to the city that they're going to bring in a couple of crews so that they can get the water line in around both schools done before school is back in session, so that we can attempt to avoid that concern of water, water outages, and kids having to be out of school because of water. Really thankful for them, they're really working that part.
- So both water projects are going, I'll remind you that the third project, WSPI-2, is ready to bid, as well as critical water, which is our biggest water line, which will be what we call the metal streets, that's ready to bid. We're trying to stagger it so we can create some balance and figure that out, but we are ready to continue down those roads, and they're going well.
- I'd like to congratulate the Parks Department, the boat ramp is finalized, I think. The skate park is close to being final, both those projects came out really well. We have seen some good feedback, people were enjoying that. Ralph Edwards Park looks great, and I think when Levitt gets in there in the Fall, and people are hanging out in the park, I think they're really going to enjoy that nice open space.
- Happy to tell you that we've started the new structure of the employees that you granted us. It took us a little while to get the job descriptions put together, and get it out, but this is the first week that we've had a Public Works Director functioning. Bo is here, and then we have our Community Service Director here to give a report, and at the same time, our Public Safety Director is going to give a report. I'm excited that our three-tier system is going to work today, and you're going to get to hear from all of them. It's been a nice couple of days for me to have somebody now in the field, and I want to thank the staff, they've been really welcoming, we're working well, and again, I applaud all the staff, it feels like we're really getting on the same page.
- We did complete a new water line extension on Cherry Lane, and then our street crew is out there now, we're patching potholes, and we're using Cherry Lane as a backfill. We have to order so much hot mix a day, it takes a little while to move around, to get it into place, and then we'll continue to patch Cherry Lane. Under the GO bond money, we do have funding to do an overlay on Cherry Lane, as well as an overlay on Arrowhead. As Bo gets up to speed with Brenden, we'll start getting those projects fully online.
- It was an exciting day last Friday, we were able to get the helicopter relocated, removed. I really want to thank Bartoo, they donated their time and energy to the Veteran's Park with Maggie and Merry Jo, through their board. The helicopter is there on a temporary trailer in a staged area so that people can at least see it, it's

on display, which is one of the requirements from the donating agency, that within a year we get it at least on display. Then we will begin working to come up with a structure, a plan, where to put it into the park in a permanent setting. That will take a little time to figure that out and raise some funds to do so.

- I will wrap up by saying that Jocelyn and I had a really nice kickoff meeting with our new audit team, kind of laid out the track and the plan. We will continue to do some work, we have several things to get done here before the end of the year, but I feel like we're in a good position, to get us a good audit and take care of a couple of those findings that we had this year. I will stand for any questions.

Mayor Hechler: Thank you, Mr. Whitehead, I guess the analogy I would use is that we have a bunch of dominoes set up, and some of them are starting to fall, and we're setting new ones up at the end trying to catch up. It's a great time for the city with all the projects that are finally coming to fruition, and the things that are happening. People are going to get tired of all the construction, I understand that, but at the end, we're going to have a better city for it. It's taken a long time to get to this stage with the city, and I appreciate your leadership, I appreciate the work of this Commission over the past few years, I think we're in a good place, and I feel really optimistic for what's going to happen in the near future for us. Thank you for that report.

City Manager Whitehead: Thank you, I appreciate that. Staff is doing great, and I feel the same way.

a. Police Department Update.

Chief Tavizon reported the following:

- We've been quite busy at the Police Department. These are our statistics for last month:
 - 1,093 calls for service
 - 17 motor vehicle accidents
 - 11 sky referrals – just a reminder, sky referrals are any kind of suspected neglect or abuse that may be reported to CYFD. They sign it out to us, we go investigate to see if the claims are substantiated or not, and a lot of those are not substantiated, just a concerned neighbor, etc. We continue to ask the community that if they suspect anything, please continue to call. It's better to check and make sure it's not anything, rather than not to say anything and it be something of concern. We appreciate members of the community calling out.
 - 3 DWI's
 - 11 arrests for the month
 - Code Enforcement had 29 properties that they were working on
 - Animal Control took 117 calls for service
 - Officers conducted 235 traffic stops, and issued 148 citations
- We had a string of auto burglaries there for a little bit. Thanks to a quick investigation from our detective, we were able to identify the suspects, and charges were filed.

- Subsequently, we had a string of commercial burglaries as well, where we collaborated with the Sheriff's Department and were able to identify, make arrests, and return some of that property. I'm extremely appreciative of the relationship we've built with the Sheriff's Department, and the collaboration that we have in providing services for the community, to provide a better service to the community.
- Just a couple tips for businesses and residential areas:
 - If you can afford to purchase cameras, they're fairly inexpensive nowadays. Invest in security cameras, it's a really good investment.
 - If you can get motion-sensor lights for your property, that's also a great idea that's fairly inexpensive.
 - Never leave your firearm in your vehicle, and never leave your vehicle unlocked. Some of the firearms we've recovered have been taken from vehicles where they've left those firearms inside those vehicles. For safety reasons all around, it's just better practice that if you're going to have them, lock them up when you're done with them, or in your house anyway.
- We've been busy working with RFP for the new building, we're going through that process. We can't talk a whole lot about that, but that is moving along. It should be in front of you here in not too long a time.
- We've been working our traffic safety grants to try and address some of these issues, try to minimize some of these crashes that we've been dealing with, and some of the traffic complaints that we've had. The way the grants work is they are federal funding that is filtered through the state. We get X amount for that purpose, so we get to address it according to whatever needs the community might have.
- On a positive note, I was approached by a member of the community who happened to be in a little bit of trouble and going through a hard time. They wanted to make sure I was aware that one of my officers, without being asked or told about anything, took it upon himself to go pay out of pocket and buy that individual some groceries and other items they needed, and they were really moved by that and appreciative of it. It's nice when you get that kind of report as a chief, going above and beyond to serve our community members. William Anderson, I don't know if you've had an opportunity to meet him yet. If not, I'll make sure to bring him in. He's a great individual, a great officer, and we're happy to have him. With that, I'll stand for any questions you may have.

Mayor Hechler: Thank you, Chief. Continue to do good work.

b. Department Head Reports.

City Manager Whitehead: I have to apologize, we normally have a five department head kind of meeting, but with the new change and structure, we just couldn't put those together. We're going to try to change it up, you'll still have departments reporting to you on a quarterly basis, the first meeting, so it'll still have the same structure, but we'll probably work it so that one time it'll be through Public Works, one time it'll be Community Service, and then the next time will be the managers' reports. I still want the

departments to at least be visible to the community, and be visible to you. Today, we're just going to kind of talk a little bit and let Bo give you a briefing.

Bo Easley, Public Works Director:

- As Gary said, on Monday, I started the new position of Public Works Director. This week I've been working with Jamie and Traci quite a bit, catching up on all the water projects. There are quite a few projects that were mentioned in meetings yesterday, I got caught up on pretty much all the projects. Also, with the North Riverside Vac Station and everything, we're working on that. Next week, I'll be meeting with all the other departments, catching up with them. I've been working with Chris, that has stepped up into the Supervisor position with the Electric Department, and been showing him everything that I've learned over the years in working with Tim. The Electric Department has been pretty busy, we finished Love's and now we're back catching up on some of the little stuff we had put off while we were building lines for Love's and getting them on. They've been replacing poles and doing new services, etc. I will stand for any questions.

Mayor Hechler: Bo, do you have any involvement with Foch Street?

Bo Easley, Public Works Director: Yes sir. Every Thursday, we have a meeting with the contractors there. Other than working with electrical, we're still waiting on the contractor to do the electrical there for the lights and everything.

Mayor Hechler: Are you satisfied with the way it's working and progressing? Are we going to have a good product at the end?

Bo Easley, Public Works Director: Yeah, I think so. I think it's coming along really good.

OJ Hechler, Public Service Director:

- We'll start with the Animal Shelter:
 - Tara is currently advertising for our spay/neuter grant, so if you qualify for it, you can get your animal fixed at no cost. For people that didn't know that, be sure to take advantage of that. She recently reapplied for the spay/neuter grant, Tara is always working with rescues to keep the no-kill status for the shelter. She's also applying for other Best Friend grants.
 - Our notice of obligation for architectural site plan for the expansion has been approved, so I'll be working on processing a purchase order for that expansion, along with all of her daily operations.
- The Library:
 - Summer reading programs started this past Monday. The theme for this year is archaeology. Pat has decorated the library with banners and dinosaur inflatables. So far she has twelve adults registered for the reading and crafts program, and twenty four children. She wants you to go by if you get a chance.
 - She's also working on getting Wonders on Wheels, which is the state's mobile museum, to come back for another program this summer.

- Facilities Department:
 - Friday night at the Golf Course, part of our golf cart storage building blew off. They're currently working on replacing that. I talked to Thomas this morning, he was on the roof actually replacing it with screws this morning, and tightening and securing it down.
 - They're also working on a leaky valve for the irrigation system over at the Civic Center, along with their daily operations of keeping the facilities clean and stocked.
- Parks Department:
 - They are getting ready to transition from baseball to soccer. They will be aerating the ball fields, as well as upping the watering schedule, to prepare for the soccer season. They'll also be aerating the smaller parks, along with cleaning up the weeds throughout the parks system.
 - As you know, for the Golf Course, we've been working on the irrigation system. Bob has staff that has been supporting him and the vision in getting the sprinkler back up and running. We recently put in an order for eighty eight new sprinklers, and we've received seventy two of them. We'll work with Gray, Bob, and the staff on getting these implemented and installed.
 - We've been working off one pump and motor at the golf course, we're supposed to have two pumps and motors, we've been limping it along. Our pump and motor has been rebuilt, it's ready for pickup. We have to make some arrangements to get to Las Cruces and pick that up, and then we should be running full-board over there with the sprinkler system, as far as the pumps, motors, and the power goes.
 - The swimming pool is open seven days a week, thank you to Mayor Pro-Tem Mitchell! The water clarity and pool temperature has been on target, attendance has been up, we've been super busy over there, you put your prices to \$1 and we've been really busy. Monday and Tuesday we conducted interviews for the pool supervisor position, we'll be offering one of the candidates a position over there. So we will get Mayor Pro-Tem Mitchell some relief over there.
 - As Gary mentioned, our boat ramp and dock project has been completed, that Trails Plus grant has been completely closed out, so we can move on from that and get ready for our next round of the Trails Plus grant. Also, the pay requests have been submitted to DFA for the state park, there were two more left, once we get the reimbursement back, we can close that grant out as well. With that, I'll stand for any questions.

Mayor Pro-Tem Mitchell: I did have one comment on the pool, I just ran the numbers, and we're averaging about ninety seven people a day. That's an average, we have had over one hundred sixty people in one day. So even though we lowered the price, we're making more money, our deposits are bigger, and people are getting to use the pool, and it's really great.

Mayor Hechler: What's the next big thing on your horizon?

OJ Hechler, Public Service Director: We've got a couple projects coming up. Obviously, we're working on the Lee Belle Johnson center, we have money for that, so we'll get that project moving. I'll be stepping into the role of the grant manager for that one. We've also been awarded some grant funding for a new playground at Family Park. It's the first phase of our Louis Armijo Sports Complex master plan. Then, Rotary Park, the master plan there, and then the feasibility study. It's going to be an exciting year, looking forward to it.

Mayor Hechler: Thank you.

2. City Commission Reports.

Commissioner Glines reported the following:

- Summer is here, it's already heating up fast, but it's not slowing down what we've got going on downtown. We still have live music going on all the time, Art Hop is this Saturday, we've got plenty of open mic's – there's karaoke all over the town and in the county right now. There are farmer's markets, wellness stuff, and outdoor activities that are really showing off that it's nice to be outside when it's sunny and hot. Turnout from locals and visitors has been great, they're showing up to these events. I do want to give a shoutout to our city board committees and county committees that have been doing outstanding work, I see a lot of stuff going on for what's supposed to be a nice little art town, getting energy out there into the rest of the state.
- Last Tuesday, I went on a tour with City Manager Whitehead and Commissioner Hoepfner, it went well, we walked Foch Street, and it's nice, I like the way it's looking a lot. It's going to turn out to be a really nice little part of our town connecting our two main streets. We stopped by the airport, it's looking really nice also. I see the vision for that, we talked about that. Fleet Department and the Service Center are doing a good job over there. Thank you to the city staff for all the hard work. I'm keeping an eye on it, watching what everybody's doing, everybody is really, really busy right now. I think we're one of the busiest little cities that New Mexico has going on right now. We still have a lot of progress to make, but as the Mayor said earlier this morning, I'm also feeling optimistic about where we're headed.
- I'll be heading to Albuquerque soon, I guess with the four of us, we'll be going up on Monday and Tuesday. It's going to be some more training, networking, learning. I'm looking forward to putting my best effort to become a better Commissioner.

Mayor Pro-Tem Mitchell reported the following:

- To touch on what Chaz said about the mall, this is the MOLI 2 training from the New Mexico Municipal League. We went to MOLI 1 in January, and once we complete enough of these trainings, we become certified public officials. So we're trying to all get that certificate.

- We had a great report on the swimming pool, we have been slam packed, it's been amazing, the water's been perfect, everybody's happy, got full staff that are great at what they do, just needing a little bit of guidance and common sense, but they are very professional and we've gotten lots of compliments on them.
- I was also going to shout out to Becca on the 4th of July parade, I'm hoping to get some more people interested in that. I keep forgetting that the American Legion wants to put in three entries but they need a form and I haven't been able to get out there and get them the form, so that's for Becca.
- I also had the pleasure of working the polls for the first time last Tuesday, I was one of the presiding judges over at the Elephant Butte center. It was a very interesting experience, and I encourage people from the community to get out and work the polls. It's a paid day, you get paid for it. You get to meet a lot of cool people, and it was just a lot of fun. It was interesting, everybody votes usually, and being there all day, seeing everybody come in, it's really fulfilling. I would just encourage more poll workers in the future.
- I went ahead and did some research on the Blue Star Memorial Park, and it was actually dedicated between September of 1958 and September of 1959, that's when the Club got started, and it was a nationwide project started by the National Garden Clubs Incorporated, in 1945. I would like to, if you got their contact info, I'd like to get them this information. There's also a microfilm of the dedication at the library, according to AI on google. Just a little update.

Commissioner Hoeppner reported the following:

- Thank you for all of the volunteers and the people who make this town a wonderful destination to visit. Keep up the good work. I'm looking forward to all the events, Art Hop is coming up, so we are all getting ready for that. Please come down and be part of the festivities. Thank you to everybody who is volunteering. When we see the numbers, it is appreciated what er do and that is the biggest thank you to everybody who volunteers that try to make these events happen. Thank you.

Mayor Hechler reported the following:

- Yesterday I had the privilege of a discussion with the campus secretary, Rob Black, he's the economic development for the state on New Mexico. We had several discussion points; from the conservation pool at Elephant Butte Lake state park, to expansion of our airport, to potential regionalization of wastewater facilities, and several other topics. The purpose of the call was to determine which representatives from other departments that representative Black will bring with him. I suggested he bring members from the Environment Department to talk about the water/wastewater issues, and things of that nature. Present with me during this meeting was Mayor Holcomb, who is the mayor of Elephant Butte. Chairman Paxon wasn't able to be present because he was certifying an election. But hopefully we can come to agreement on two or three major issues when we meet with representative Black in the near future, and we'll bring those to the Commission for consideration.

- I was honored to present at the Love's ribbon cutting. Thank you to Mayor Pro-Tem Mitchell and the Chamber of Commerce for helping facilitate that. The ceremony was well-attended by Love's management team as well as our City Manager and department heads. There was a great showing, it had energy, and I really appreciated having it. Love's is currently employing over sixty employees for our city. Some of the employees are from out of town, still, but they're training new employees, and their goal is to hire local folks to fill those positions when they depart. Within a year or so, I think 90% of the employees at Love's will be locals, hoping that's the way it works out. They're a wonderful addition to our community. They've already given \$10,000 to various groups in our community, so they will be a great partner. As I told them when I was there, there are 670 Love's nationwide, there are 16 in New Mexico, but they're the only Love's we have. I'm hoping they will continue to be a great partner down the road, and so far, so good.
- As a result of our cornhole tournament at Fiesta, I was able to recruit a major cornhole tournament here, which starts this weekend at the Civic Center on the 12th, 13th, and 14th. We already have teams from Oregon, Arizona, and Nevada signed up. Families and teams, they're coming to town. We missed Lodgers' Tax availability because of the timing, and this is kind of an impromptu meeting, but hopefully we'll be able to recruit them again for next year, and we'll get ahead of the game to facilitate this thing, because they bring a lot of folks in from out of town. I'm excited for that, I'll make a visit this weekend to go see him and welcome them to our community. They're going to be at the Civic Center because they wanted an indoor venue. Obviously, they will live stream this event. It is a regional qualifier for a national tournament, so it will be well-attended. If somebody wants to watch some good folks play cornhole, it's time to come down and take a look. They will be busy Friday, Saturday, and Sunday from 8am to 11pm, so there are going to be a lot of teams and a lot of cornhole going on.
- Finally, at the end of last month, after the meeting, we had a meeting with the South Central Regional Transportation Planning Organization, which I share. We had the meeting in Williamsburg, and Brenden from the Streets Department, presented on behalf of the city. We're looking for money and funds for Smith Street. We already have sidewalks that are funded and allocated, but now we're looking for funding for the roadway itself. We're looking for a little over \$1 million. The presentation was well-presented and well-received. I didn't get to score because I'm the city representative, but I think everybody else scores favorably, it was a good project and Brenden did a nice job, please pass that along to him.

3. City Attorney Reports:

City Attorney Rubin had no report.

E. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, May 13, 2026**
- 2. City Commission Regular Minutes, May 27, 2026**
- 3. Acknowledge Regular Lodgers Tax Advisory Board Minutes, March 23, 2026**
- 4. May 2026 Accounts Payable**

Mayor Pro-Tem Mitchell made a motion to approve the agenda with the removal of item F12. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. NEW BUSINESS:

- 1. Discussion/Action: NMDOT Aviation and FAA Grant applications for a completed Airport Layout Plan.**

Assistant City Manager Alvarez: I'll just give a brief introduction. This is Cheryl, she's with Delta Engineering Consultants. She's our airport engineer, on record. As the Commission knows, we've completed our fuel farm out there at the airport, as well as updated some safety issues that we've received over the last couple years; great funding source for that. She is here to discuss the next round of funding, the grant application process, and our proposed scope of work for this next round. Once she's all done with her presentation, we're here to answer any questions, and the City Manager may have some input regarding the airport as well. If everything looks good to the Commission, we are requesting concurrence today from the Commission to proceed with any grant application process, so we can be in the position for future development compliance and funding opportunities.

Cheryl Rodriguez, Delta Airport Consultants: It's a pleasure to be with you this morning. As Traci said, My name is Cheryl Rodriguez with Delta Airport Consultants. Our firm is the on-call airport engineering firm that does all the capital infrastructure projects and planning projects out at the airport. As Traci said, in the past couple of years, the city has been busy doing capital improvements out at the airport. Notably, we just finished up the terminal apron rehabilitation. The airport has some aging pavement infrastructure, so we focused in on the rehab being of that terminal apron, to get it up to standards for some safety improvements. We also relocated a self-fueling station to put it with the recently constructed new fuel farms. We have a consolidated facility out there, we've got great aircraft parking space now, for both current tenants, as well as travelers coming into the airport, they have a place to park now. We've also put all the circulation or fueling in one central area, so some considerable safety improvement there. We know that we need to move on into other capital infrastructure pavement projects out at the airport; the parallel taxiway, taxiway Alpha, is in need of rehabilitation or a major reconstruction. And then moving out to the runway, over the past years, the city has done a really great job of doing routine pavement maintenance, so right now, today, the runway pavement is in decent condition, but it is getting to the end of its

useful pavement life, so we will have to program that in. As we're working on our capital infrastructure improvement projects for pavement out there, typically we work from the runway centerline out to the terminal building, that's how we prioritize projects. This airport has been a little different, we've been able to prioritize the terminal apron because of some safety considerations, and then we're going to work to taxiway Alpha, and then to the runway. At the airport, the city has two key strategic funding partners, partner one is the FAA. The FAA provides funding for development projects that are eligible, and airport improvement planning handbook. Those basically are your runway, taxiway, aprons, electrical improvements, things of that nature, that's what the FAA will participate in. They will participate in revenue generating projects, but those are lower priority, and all of your other airfields needs need to be met. How the FAA funds project; because the airport is a federally-obligated airport, the airport earns what we call non-primary entitlement funding. That's \$150,000 a year that goes to what I'll call the airport's checkbook in the FAA world. The city can use funding for that for eligible projects. We can use that money annually, or we can bank money to build it up for bigger projects, which is what, historically, the airport has traditionally done. Another funding source that had come through the previous administration was called the Bipartisan Infrastructure Law Act, it's now the IIJA, which is Infrastructure Investment Jobs Act; it's called airport improvement grant funding and there was a special period of funding that was allocated to the airport, and it was a formula-based funding for five years, we're at the tail-end of that funding, we've got two years left of that funding. The airport has been able to leverage that funding source with the NPE dollars to do some great projects like the terminal apron project. The other key funding partner for the airport is the New Mexico Department of Transportation Aviation Division, they also support the airport in all capital type projects as well. Now how does the funding stream work from these two agencies? The FAA's funding participates up to 90% of total eligible project costs. The remaining 10% of the project costs is what they consider the sponsor share, in this case, the city's share. The state of New Mexico Aviation Division then steps in, and says, "We're going to help fund the sponsor's share." So right now, they fund up to 9% of the total eligible costs. Really, on any given project, the city's share on capital improvement or planning projects out at the airport is 1% of total project costs. So what does this mean moving forward for the items that you have in your agenda today? We've been having active discussions with the FAA about how we're going to prioritize and program the need to do taxiway Alpha, and eventually the runway project. When the FAA funds a project and they issue a grant, there is a grant application, assurances, and the grant conditions say that the airport should have an updated FAA-compliant airport layout plan, particularly exhibit A, which is what we also call an airport property map. That instrument is a document that gets attached to the grants and that instrument today is an antiquated document, it doesn't meet FAA standards. So the FAA said, "We know you have upcoming big rock projects for taxiway Alpha, we're going to pause in between the terminal apron project and the taxiway project, and we're recommending that the city move forward with a planning project." Which is what is presented before you today. What we're going to be doing next in between capital improvement projects is what we're calling an airport layout update with narrative. What is an airport layout plan? The airport layout plan is a critical document that shows existing and future development conditions for the airport. If you want to get funding

from the FAA, the project needs to be depicted on your airport layout plan. The exhibit A property map also shows how property within the airport boundary inside the airport was acquired historically, and whether or not any of that property acquisition historically was purchased with federal funds. The airport property map also shows the immediate adjacent properties around the airport so we can just see if there's future land acquisition, if it needs anything like that, it's all identified on the exhibit A. Exhibit A is a key document because depending on an airport's size, and I'm not saying this is specific to the city's airport, but generally speaking, if an airport is large, and they've got property that has demonstrated that it cannot be developed for air and nautical use, it can be developed for non-aeronautical use. There is a land release program that it goes through, but it all has to be on exhibit A. With that thinking, the FAA is asking airports, including the city's airport, to get everything updated so we can identify property acquisition, and also aeronautical and potential non-aeronautical uses within the airport boundary itself. What Delta has done is we prepared a scope of work that will update the airport layout plan, because right now the airport layout plan is about twenty years old. There has been some development on the airport, new fuel farm, things of that nature, so we'll have to identify where that new development is going. But also, as part of this airport layout plan, going to focus in on what we call a terminal area plan. That terminal area plan is going to identify facilities for future aeronautical use. Those are potentially facilities that are also potential revenue-generating facilities, hangar developments notably. Hangar development is eligible for funding, but it needs to be depicted on the ALP. We want to make sure that the airport has a good short-term and long-term planning document that captures the anticipated needs of growth out at the airport, and can identify the facilities that can capture potential revenue generation in the future, and then we can move forward on programming those funds in the long-term. Also what the ALP will do; right now you have a primary runway that's improved, it's an asphalt-improved runway. There's also other unimproved runways out of the airport, there are five dirt runways. We are going to evaluate those runways to determine whether or not they are needed, and the critical item in that evaluation is because when we look at runways, we don't look just at, "This is the dirt that they're landing on." We have to look at the air space out and above those runways. That's critical because there is property outside the airport boundary that could be potentially developed for other economic development type uses, and today they're constrained because of the unimproved runways. To facilitate future economic growth out at the airport, outside the airport boundary, we're going to take a look at those runways to see what can be done to mitigate that moving forward in the future. When we're doing the ALP layout plan, we're also going to write a narrative report that accompanies it, that basically documents the planning that went behind the ALP, and identifies existing and future facilities. And then we're going to do a couple of development alternatives of hangar layouts, things of that nature, for the city to consider, and for the city to adopt, and then developed a capital improvement plan moving forward that supports the long-term growth at the airport. In addition to the scope for this project, we're also going to develop what we call minimum standards and rules and regulations. One of the things that, when you have FAA grant assurances, we're up to 40 grant assurances now, but basically as development occurs at the airport, you want it to have an even playing field so that everybody is operating under the same rules, regulations, and policies. And you

want to make those policies and everything transparent. We're going to develop the minimum standards and rules and regulations for the airport, as part of this planning exercise as well. Those are instruments that the city can use to help say, "Yes, FAA, we are meeting our grant assurances, and these are policy documents that we can use to help mitigate potential future risks at the airport for development." That's the program in front of you today. I did provide a slide that kind of talks about all the components of an ALP, it's a really involved document, there are several different sheets, I'm not going to get into the nuts and bolts of them, but basically what's important for this exercise moving forward is that we will be identifying the existing layout, the terminal area plan, and the airport property map. Those are the key, critical components of this exercise. It's hard to read, but this [\(Page 128 in the packet, page 2 on item F1\)](#) is the existing ALP for the airport today. You can see all of the items that go in, that ALP identifies all the runways, both your improved runway, and all of the unimproved runways. It also identifies some aircrafts characteristics that help facilitate future development. What we're going to be doing is updating this key sheet, and then updating exhibit A, which is a document that actually gets attached to current and future FAA grant applications. One of the things that we do, like how do we get to this point, every year we work with Traci and her staff to develop what we call an airport capital improvement plan, that outlines the next five-year needs for the airport. The planning document that we're going to be working on, we will be updating that, but we're also going to be looking at five, ten, and fifteen years out, developing that capital improvement plan. I included a slide of what the current ACIP looks at today. We're in federal fiscal year 2026, so before you, you have the FAA grant applications that are applying for the funding source to use AIG funds to fund a component of this overall project. It doesn't fund it all in its totality, NMDOT Aviation Division is going to be a key partner on this, they're funding the bulk of this. The FAA is going to be funding the components that they wanted, which is exhibit A, so we're going to leverage their dollars under our Delta scope to do this planning document. Grant applications are due now to the FAA, so before you, it's my understanding that action today allows city management to sign those applications and receive those funds when they come in. How the FAA grant application works is typically they issue grants in the late summer/early fall, but before the end of the federal fiscal year, which is September 30th. Usually in August, it's a mad dash to get grants that come in, and they come in through Docusign, and then they flow through into the city, they'll go to the city attorney, and then to city management for execution. Then the funds become available after October 1st. Once funding becomes available for this project through both the FAA and the state, that's when we would anticipate the city to give Delta notice to proceed, so we wouldn't start this project, I would say, until October/November of this year, once all the funding is completely in place. After we finish up this project, which is expected to last about twelve months, because we do need to do some aerial obstruction evaluation for the runway and things of that nature. It's a twelve-month planning project, but meanwhile, we're already working on federal fiscal year 2027, we have a planning project underway, I keep my eye on the prize for federal fiscal year 2027, and we're refocusing back onto taxiway Alpha. I anticipate I'll be back before you in the next couple of months to talk about the taxiway Alpha project, but that's the next *big* capital improvement project that we'll need to do at the airport. Once that project is done, then we'll move over to the runway. So right now, the FAA is

aware, and they've had staff out at the airport, they've seen the pavement conditions, and they agree that this is the best path forward. We are working diligently to get the planning exercise done and move into taxiway Alpha, move into the runway. From there, we'll look at other capital improvement projects, because we can only say, "Have we met our airfield needs? Yes. Can we shift funding now to other potential revenue generating development such as hangar development?" but that would probably be about 10-15 years out at that point. It's a tedious process, but we're happy that the FAA and the state have been tremendous partners, through the fuel farm and the apron project, and now through the planning exercise, and they're supporting the next project, taxiway Alpha. That concludes my presentation, I'm happy to answer any questions that you may have. Thank you.

City Attorney Rubin: I just want to clarify that I have everything in my packet that I should be looking at. I have here the scope of services document that goes from the table of contents, paragraph 1 to paragraph 4.5, and then there's a letter that I think you prepared from December 19th, on the letterhead it says Delta Airport Consultants, that went to Mr. Douglas Fuller. And then there is another letter from him back to you, oh it was actually signed by Lance Foster, what else do we have here?

Cheryl Rodriguez, Delta Airport Consultants: That's a very good question. As part of Delta's scope, we have two subconsultants on our team to do key work. One of them is Souder, Miller & Associates, who will be doing the surveying and mapping of the airport property boundary, and then we have NV5, they're going to be doing the aerial surveying. They will be flying the airport, identifying potential obstructions and identifying elevations because we have to get some key data that goes into developing the ALP. Our scope says we are going to be FAA, SOP 2.0 and SOP 3.0 compliant, so our subs are key partners that ensure we can meet all of those checklist requirements for the FAA.

City Attorney Rubin: So what you're asking us to do is sign the grant agreement. So how does that play into what I have here? I'm sorry for the confusion.

City Manager Whitehead: Attorney Rubin, what you have in front of you is simply a grant agreement. That's the presentation of the vendors and the subcontractors that will participate within that program, should we be granted the grant agreement. We have to make an application not only to the FAA, but also to the NMDOT Aviation Division, this is their funding cycle, so what we're asking for today would be authorization to apply for the grant, the grant would include the work done by Delta Engineering. If you look inside your packets, you have a bid proposal that has been reviewed by the funding sources, so you have a proposal from Delta for engineering costs of \$303,000, you have an NV5 sub contract for the aeronautical support of \$137,000, and then the boundary survey of the airport at \$87,000, miscellaneous expenses gross receipts tax, for a total project of \$582,000. The total project will be funded in three parts: the FAA will fund their portion, NMDOT will fund their portion, and the City of Truth or Consequences will have to fund our 1% portion, as our 10% grant is being matched 9-1. The proposal, again, today is to grant us permission to make the applications. We did sign a document earlier this year

where the Commission granted us the authority for the Mayor or the City Manager to use electronic funding and signing on those grants that you apply for. The final contract, once awarded, would come back before the Commission to approve the contract, the scope of work, and the budget and budget adjustment if necessary. Did that answer the question?

City Attorney Rubin: Yeah, really, I'm being even more basic than that, I'm just trying to understand the document that we're going to be signing, the grant application, is that included in what we have here, or that's something separate?

City Manager Whitehead: It would seem that we did not add the grant application into the packet for your review today, we only added the concept, the planning documents from Delta, and the budgetary amount for the grant application.

Assistant City Manager Alvarez: I will say it's not your standard grant application. What you're looking at there, for lack of a better word, is the proposal that's submitted.

Cheryl Rodriguez, Delta Airport Consultants: What's being applied for is Delta's professional services fee, \$582,000. That includes the sub costs, the NM standards, as well as NM gross receipts tax. The FAA grant application is to use for applying for the available airport improvement grant funding of AIG funds to the tune of \$274,000. Then, there's going to be a grant request up to NMDOT Aviation Division for \$301,190. The city's portion is about \$6,810, that represents the 1% share on the federal side. And then the rules and regulations and minimum standards is not federally eligible for funding, the state is going to participate in that at a 90-10 split for that. That's why the math doesn't quite work out to a true 1%, but overall the bulk of the project, the city's share is 1% on the ALP update with the narrative.

City Attorney Rubin: Let me apologize to you and everybody else, because I've had this packet for a few days, so I'm noticing this now, which is not really a good thing, but I'm noticing it now. So is there anything legally that I need to be aware of? I'm just trying to protect the city, so is there anything I need to be aware of regarding this application we're going to be approving?

Cheryl Rodriguez, Delta Airport Consultants: At this time, no. However, you will be the first signature on the FAA grant in August. What I can do is send you the FAA grant assurances, I can forward them to Traci and she can share those with you, so that you can take a look at what the assurances are that get attached to a grant agreement that your signature will be going on.

City Attorney Rubin: The document you are presenting up there, is that part of what we're talking about and submitting?

Cheryl Rodriguez, Delta Airport Consultants: This document, no.

Mayor Hechler: I'm not sure that the community is aware of the jewel that we have so close to the outside borders of our community. Not many communities of our size enjoy an airport of this magnitude. This is perfect timing, as far as I'm concerned, to have this plan done because there are so many things happening in the near future for us that are going to be impacting our community, and certainly the upgrade and expansion of the airport, however we get it done, is going to be an intricate part of what we're trying to get ahead of here, so great. What's really important to us, and I know this is a little bit premature, is our relationship with Spaceport. I'm hoping that once we get the grant agreements, we have our planning underway, and we have our public meetings, that they're going to be a key player. I want to know how this community can service Spaceport, because you can't fly a private plane into Spaceport, you have to hub from here. So that's going to be a very important part of the plan for me in how we get those partners to the table and figure out what they need that we can support them with, and here's a perfect vehicle to get those things done, so I'm excited for it. Our payments to Spaceport end in 2029. We need a carrot or two from Spaceport for this community to keep us positive, to get us to support Spaceport for more tax dollars down the road. This might be a good vehicle to get that done. I appreciate your presentation, it was very informative, and thank you so much.

City Attorney Rubin: Thank you, Ms. Rodriguez, I learned a lot from that as well.

Cheryl Rodriguez, Delta Airport Consultants: Thank you, I appreciate it. And Mayor, you're absolutely right, communities have numerous gateways into their community, and the airport absolutely serves as one of those economic gateways into a community. We're pleased to be a partner in developing the airport and improving that gateway into the City of Truth or Consequences and Sierra County. I was recently at a conference where Spaceport America was present, and they did an amazing presentation, but Spaceport America actually said that members of the public cannot fly into Spaceport America, but members of the public can fly into public-use airports in and around Spaceport America. So the fact that we can hopefully develop that partnership there and develop the facilities to support that endeavor is exciting.

City Manager Whitehead: Let me reasonably address the attorney's question; the only thing that's not within the packet is the grant application itself, which would include transposing all the information that's in your packet into a pre-formed document. But the scope of work, every schedule, every cost, etc. is presented by Delta Engineering, and again, that document, if approved, this information would go into the grant application, which would then bear your signature and go out to receive those funds. To assure you, our process would then have that grant come back to you once received for approval and inclusion in the budget.

City Attorney Rubin: I'm glad you said that because as I'm going through all these things in the scope of work, I was thinking the application was included, and then I realized that it wasn't. So that's probably what the hangup was.

City Manager Whitehead: It would appear so, and it would have been an easy – not necessarily a miss – but it's so well-defined within your packet, you can see every document, everything that Delta will perform and do for us. And again, it will be transformed into a boiler plate grant application, which is not included in the packet. The Assistant City Manager has also indicated that it will be uploaded online as well. Our recommendation remains to allow us to apply for such a grant, and what I like to do is always bring things back down to home – Cheryl did a great job and talked about a lot of stuff, but what I'm excited about with this project is, put yourself in a vision for five years, we really have a five-year plan that we don't have to go seek funding for. The funding sources have said, "If you'll do step one first, then you can go to step two, then you can go to step three." We have the right partner in place to help us direct that, so as this moves, we will have a new airport plan, then we'll get started on the taxiway, then we'll get started on the runway. So by 2030 or 2031, we should have the airport back in good shape. What's exciting for me is that we're not going to have to go beat doors down to go find the funding. The funding sources have said, "It's time, you're in line, do these things in this order." So it feels really good. The airport is near and dear to Traci, this is a project that she's worked hard on, it carries a lot of pride, so this one is definitely in her basket, and I carry the confidence that her and Cheryl will put together a great, solid plan here. The last piece; in the study, as Cheryl has indicated, we are going to look at removing two dirt runways. The opportunity would be not to weaken or create a challenge for the airport, but to open that door for the possibility of the airport having additional economic development around it. The document would prove the safety, the nature, the intent, and it wouldn't happen unless the document verifies those things would be done correctly.

Mayor Pro-Tem Mitchell made a motion to approve the NMDOT Aviation and FAA Grant applications for a completed Airport Layout Plan. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Approval of Government Relations Contract with Civility Government Relations.

City Manager Whitehead: In front of you today is next year's budgeted proposal with Civility Government Relation, technically our lobbyist. As you'll remember, three years ago, the city entered into a partnership as you were trying to raise funds for water and water projects, last year we kind of brought that down a little bit. The contract came down from \$36,000 to \$18,000 last year; we're proposing the same concept. We had what I would consider a very good year with our lobbyist. She attends many of the finance committee meetings across the state, and then is providing us a report. So we're getting our eyes and ears on projects, the state funding, anything that would be available. Throughout the legislative process is an absolute conduit. This year we were able to really facilitate some meetings. Through the association, we did end up with a meeting with the governor's chief of staff. It didn't produce any fruit, but we were in a room for about 45 minutes at the 11th hour trying to arrange funds for our wastewater

treatment plant. It's our recommendation that we continue to work with this project at least one more year and see if it continues to bear fruit. Again, we invested \$18,000 last year and we brought home \$850,000 in funding, \$500,000 for Lee Belle, and \$350,000 for Marie Street. Civility was an intricate part of that while we were at the legislative session. I would stand for any questions.

City Attorney Rubin: The contract on the last page, it has an acknowledgement that Civility is acknowledging it's aware of the procurement code, I don't see that as a problem because we're talking about a one-year contract for \$18,000, so I think it falls within small purchases, I don't see any issue there.

Mayor Hechler: I'm on the same page with you, Manager Whitehead, I think we keep going a year at a time, as long as this relationship bears fruit, I think it did last year, we'll work at it this year, certainly the discussion you and I had, we're very capable of doing our own lobbying at certain times, but we can't attend all the meetings, and that's what this person does for us. I appreciate that part of it, and as long as we're successful, it would be my inclination to keep going with it. Thank you.

Commissioner Glines made a motion to approve the Government Relations Contract with Civility Government Relations. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Vector Control Operations Agreement.

OJ Hechler, Public Service Director: This agreement establishes a five-year partnership with Superior Weed & Pest Control to provide professional mosquito and vector control services. The contractor will perform licensed mosquito control operations, respond to public concerns, maintain required documents and reporting, and assist with emergency mosquito response activities. You'll see that the county is referenced in this agreement, the city will act as the fiscal agent. The city's contribution for the four months, July through October, will be \$10,600 and the county's contribution will be \$15,600. This will be paid in monthly installments of \$2,650 to the city, and then \$3,900 in monthly installments from the county to the city. Part of the reason that the city will act as the fiscal agent is because the contractors will be using city equipment. The contractor will be required to provide insurance and insure the equipment as well. Any cost to maintenance during mosquito-spraying season to the equipment, like if a component goes out on it, the fan needs to be replaced, or something of that nature, the county and the city will split the cost of repairing the equipment. Included in your packet are equipment logs, fuel logs, and a mosquito spraying map for the city. It's been fun jumping into this. As you know, our vector sprayer for the city retired last year, so it's been fun learning and jumping into this new contract. With that, I will open up for any questions or discussion.

Mayor Pro-Tem Mitchell: What do the yellow and red areas mean?

CITY COMMISSION JUNE 10, 2026 REGULAR MEETING MINUTES

City Clerk Torres: On one day they follow the yellow route, and on the other day they follow the red route. I believe they did Tuesdays and Thursdays, so on Tuesdays they would cover the area highlighted in yellow and on Thursdays they would cover the areas highlighted in red.

Commissioner Glines: How do we coordinate the no-spray list versus the please-spray list if it's on the same street or next to the same address?

City Clerk Torres: They would call into the City Clerk's Office to get on either list. Unfortunately, if they're on the no-spray list, even if somebody does request to be sprayed, we cannot spray within a certain radius. I know it used to be within that lock, but right now we're talking about doing a certain radius.

OJ Hechler, Public Service Director: Within 400 feet.

City Clerk Torres: I know it's unfortunate for the people that do want to be sprayed, but we can't, there is a law against it in case someone has allergies against it, or situations like that. But if you would like to request to be on either list, please contact the City Clerk's Office and we will coordinate with OJ and our contractor to get you on those lists.

OJ Hechler, Public Service Director: I will also say that this has to go to the County Commission for approval as well, they're working on their contract for the mosquito spraying with the city. We're using our city equipment, so if some reason this wouldn't pass, we can procure the contractor directly. He'd still be required to insure it, obviously.

Mayor Pro-Tem Mitchell: So from here on out, will we just be using a contractor, or will we be looking at getting our own sprayer again?

OJ Hechler, Public Service Director: We will look to see what the future holds. The city lost their vector sprayer. It's a class, you've got to take it, then you've got to be responsible, so you've got to find somebody who can do that and obligate that to. We have had a couple people from the city go and take the test, and they haven't been able to pass the test. This is a five-year agreement, either party can terminate the agreement during that process. I think for the time being, this is the direction that I would like to work towards.

Mayor Hechler: The other issue is, you spray at night, and you'd have to take someone off their job in order to spray at night, they wouldn't be available during the day at their regular job. So you'd have to find an outside person or a different person to be hired from the city, is that correct?

OJ Hechler, Public Service Director: Yes, that's correct.

Mayor Hechler: You only spray when there's no wind, if I'm understanding correctly. So what happens if there's a prolonged period of time where you don't spray? Do we still pay? Is the contract lump-sum or is it –

OJ Hechler, Public Service Director: Yes, it's set in monthly installments. There are going to be times, weather permitting, that they will not be able to spray. For that, like Angela mentioned, they spray along those separate routes, so that route won't get sprayed that week.

Mayor Hechler: But they keep track of the hours that they do spray, and they report those hours in so that we can make that assessment down the road?

OJ Hechler, Public Service Director: Correct, yes sir.

Mayor Pro-Tem Mitchell: This seems like it would be cheaper than having a full-time vector control person.

OJ Hechler, Public Service Director: I'm glad you asked that, you know, we broke down the costs, and these are things that you would have to take into consideration: employee overtime, licensing and training, chemical purchasing, fuel costs, vehicle costs, equipment and maintenance calibration, administrative reporting and record keeping, compliant response and public callouts, estimated internal program costs, and obviously the costs between the county – the county was paying \$6,500 for their services in the previous contract – and the city was eating most of that cost, the county is a larger area, so for the city I think this is a good way to go for us.

Jocelyn Holguin, Chief Financial Officer: This is just during the mosquito time, right? Not all year?

OJ Hechler, Public Service Director: Correct.

Commissioner Hoepfner: When would they start?

OJ Hechler, Public Service Director: July 1st.

Mayor Hechler: Any further comments?

City Manager Whitehead: Just want to support OJ, he did a lot of work, we had good conversations, he touched on everything within the contract. I think I share the thoughts, probably a little bit of an additional cost rather than having somebody on staff, but you offset the burden that we put on an employee. By getting this in and putting it in a five-year agreement, next year, Community Services will be able to contract this sooner and get out faster. Because this year, we've already started seeing rain. I think we already have a mosquito infestation starting, where last year we didn't. I'm supportive, I think it's the right decision for us.

Mayor Pro-Tem Mitchell made a motion to approve the Vector Control Operations Agreement. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Lease Amendment for 523 Broadway, Suites B & C (Geronimo Trails Scenic Byway Visitor Center) – Integrated Environmental Services QOZB, LLC.

City Manager Whitehead: In front of you today is a lease extension for the commercial property that we use for Geronimo Trails Scenic Byway. A bit of history, they were in the Lee Belle facility when it was closed, and the city worked to procure this particular spot. This is in the parking lot opposite the West end of the Bank of the Southwest parking lot, for reference. The contract was set to expire on June 1st of 2026. We worked directly with Integrated Environmental Services, also known as PreReal, they own the property, their lease was set to go up, it had a month-to-month lease extension rate which we could have stayed at, the lease would have put it a little over \$2,100 monthly. I worked directly with them, they were very favorable, we negotiated a lease for a three-year extension, the rate would be set at \$2,000 (it was \$1946 and some change last year) and the nice part is we agreed to a 60-day lease termination clause at the end of any one year. My hope is that with Lee Belle, we can get that resolved this year, and then potentially, 60 days before the lease expires, I would be able to then say, "We're going to move out in the 60-day period." And then be able to move on. If we started the second year of the contract, then we would be subject to stay the entire year. Where the previous contract was a full three-year lease, which required that we stay, it had lease extensions and multipliers within it, and we just tried to negotiate that out, so we'd have a set cost, I know exactly where we're going to be, and we have a way to move out. Our recommendation is that you adopt the extension, and I think Attorney Rubin had a couple of changes to the lease language that he wanted to propose, and we would get that resolved.

City Attorney Rubin: Very minor change. The document is called an amendment/assignment to lease agreement, and it really wouldn't be assignment, it would really just be an extension, so we would call it an amendment/extension to lease agreement, and that's in a couple of places.

City Manager Whitehead: The subject item was under the \$60,000 limits, \$24,000. It came into us on May 26th, and was set to expire June 1st. I signed and executed the extension, so we would accept the new payment. What you would be doing today would technically be acknowledging the action by the manager according to our policies, and then recommending that we make the changes of replacing "assignment" with "extension".

Commissioner Glines made a motion to approve the Lease Amendment for 523 Broadway, Suites B & C (Geronimo Trails Scenic Byway Visitor Center) – Integrated Environmental Services QOZB, LLC with the changes noted by Attorney Rubin.

Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Letter of Support for Davis-Fleck Pharmacy.

City Manager Whitehead: At this point, we have a member of the public that has come today and patiently waited. If I can, I'd like to give them an opportunity to speak and address the issue, and then we'll talk about opportunities that you might have to support.

Grace Bauman, Davis Fleck United Pharmacy: My name is Grace Bauman, I'm the lead technician and DEA case manager with Davis Fleck Pharmacy. We currently are going through this DEA case, they came in on 6/23/2025 to inspect our building. They found numerous red flag violations, no acts of diversion, aside from numbers that they don't have in record-keeping. We're moving forward with a hearing, they sent us a letter stating that we should relieve our license, which is technically not a legal action that they can do towards us without any type of hearing. We choose not to relieve our license to them, so we are looking for support from our community. I have as much information as I possibly can give, if you have any questions for me. Our key goals right now are trying to keep the business open, and work on our record-keeping. We do have a numerous amount of elderly folks, chronically ill people, and people who have mental health issues who get controlled substances with us. Controlled substances in our building are one of the highest-selling, unfortunately, medications that we carry due to the fact that we live in a retirement town, as well as a town of people who have been burdened with being addicted to substances and other things. Best way to treat that, unfortunately, is with another controlled substance. We are left in kind of a hot spot, trying to figure out what we can do in terms of our community, and trying to help the people.

Mayor Hechler: Thank you.

Mayor Pro-Tem Mitchell: Are there any other pharmacies in the community that prescribes controlled substances, or are you guys the only one?

Grace Bauman, Davis Fleck United Pharmacy: We do, Wal-Mart does as well, but they are very selective about what they are willing to fill. We are also very selective, but we do supply the largest number of prescriptions from elite primary care. We are their main people they send prescriptions to that are controlled substances for chronic pain management. So we specialize in taking care of their folks.

City Attorney Rubin: Because you brought that question up, Mayor Pro-Tem Mitchell, that is something we talked about during the agenda review sessions. So there is another pharmacy, Wal-Mart, so there is a letter of support that Davis Fleck is requesting. You might consider throwing a sentence in there that says that you are

supporting the efforts of both pharmacies, that way you're not really showing favoritism to one business over another.

Mayor Hechler: Speaking personally, Davis Fleck has been a landmark for our community for many years. It provides another location where folks can get their pharmaceuticals. Many of our community is on foot, and a lot of people that live in the downtown area are in efficiencies, they walk to Davis Fleck, it's convenient. It's going to be difficult for them to get to Wal-Mart. It's an institution that I would whole-heartedly support. I think what I'd like to have done is, the letter looks fine, Manager Whitehead, I'd like our attorney to review it, and then I would like to request, if we're in support, to allow the mayor and the Commissioners to sign the letter along with Manager Whitehead to signify our support for this institution for our community. Those are personal words on my part, if anybody else would like to speak to this, they are welcome to.

Mayor Pro-Tem Mitchell: I will speak to that. Personally, living right down the street from Davis Fleck my whole life, that was our pit stop getting of the school bus, going there to grab a candy bar before we got home. I've had my prescriptions there for years. Currently I'm not, I'm at Ben Archer, but I think that they really do fill that niche, especially in the downtown. We have our mom and pop shops, that's part of the downtown, and if you've met the pharmacist, the staff there, they're all amazing people, super friendly, and I feel like we need to support them in any way that we can.

Grace Bauman, Davis Fleck United Pharmacy: I'd like to talk briefly about changes that we're making to the pharmacy, as they did present some red flags that are valid assumptions of the business. Our record-keeping was not managed very well previously, we had previous staff that did not manage it properly. We've changes all of our record-keeping, we're now doing it electronically, as well as physically, so that we won't have any record-keeping issues from here on out.

Mayor Hechler: Thank you for that, that's important.

Commissioner Hoepfner: I just wanted to say thank you for being there. You've helped me a few times. For example, when my prescription ran out, I got on the phone with you, and a short time after I got a text that my prescription was ready. I appreciate all the work you do, the friendliness, and especially with me, patience with my dialect and trying to understand. When it comes to medical terms, English can be tough, but you always were there to assist and I'm grateful for you guys being here as an independent pharmacy. We see more and more that corporations are swallowing up small businesses. I'm very happy to see that you're standing tall and representing independent pharmacies.

Mayor Pro-Tem Mitchell made a motion to approve the Letter of Support for Davis-Fleck Pharmacy with the Mayor and Commissioners' signatures, along with City Manager Whitehead's signature, subject to review by the City Attorney. The letter shall include language clarifying that the City's position is in support of the

health, safety, and welfare of the community, including access to healthcare, access to quality and competent providers, patient choice, and the continued availability of medical services. The letter shall also recognize that Wal-Mart is an existing provider in the community and clarify that the City would support any qualified provider offering such services, and that the City's position is not intended to favor Davis-Fleck Pharmacy over any other provider. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Amendment to MainStreet Truth or Consequences FY 25/26 Subrecipient/Lodgers tax Agreement. City Clerk Torres

City Clerk Torres: At the beginning of this fiscal year, 25/26, our City Manager budgeted \$110,000 to MainStreet for MainStreet operations, Fiesta marketing and promotion, Fiesta facility purposes, and MainStreet marketing. It's all laid out in your packet with the amounts listed. I was new to Lodgers' Tax this fiscal year, and instead of having separate contracts, we put everything together. So when we did the contract, we made it for \$85,000 and we didn't include the \$25,000 for Fiesta because they usually go to Lodgers' Tax to request that. There was a bit of miscommunication, so instead of them going and requesting from the board, they did a report. About the time we caught it, it was too late for them to go back and request it. Since it was already budgeted, we wanted to come back and add it to their agreement, just so we can cover all of the expenses for this fiscal year. Then, starting new fiscal year 26/27, we have a new process that I've been using, I understand how everything works, and we will have everything separated so we don't fall into this again. So I'm just bringing this to you so we can add that additional \$25,000 for the Fiesta event to the agreement so we can get everything paid out for this fiscal year.

City Attorney Rubin: And the agreement does set forth in the red line the \$25,000. We're also going to change the first line where it says, "The city shall provide up to the some of" instead of it saying \$85,000 it will say \$110,000.

Mayor Hechler: So to be clear, this isn't extra money. Fiesta, itself, would be asking for that money independently if it wasn't allocated to MainStreet. So it's not extra money, it's the same pot of money, we're just moving things around to make it more efficient and to have it managed of that \$25,000.

City Clerk Torres: Correct. In your packet, there is a sheet where it shows that City Manager Whitehead did do the allocation, and it showed that \$25,000 in there that was approved during our budget.

Mayor Pro-Tem Mitchell made a motion to approve the Amendment to MainStreet Truth or Consequences FY 25/26 Subrecipient/Lodgers tax Agreement.

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

Mayor Hechler: Ms. Torres, thank you for taking this project on, I know it wasn't in your basket a while ago. You're doing a good job managing it and I appreciate the particular hands-on, so thank you.

7. Discussion/Action: Approval of FY 26/27 Contract and Allocation of Funds to the Geronimo Trail Scenic Byway for Website Hosting & Maintenance

City Clerk Torres: Items 7-11 are Lodgers' Tax allocations for our upcoming fiscal year 26/27, and they're all annual requests. Starting with this one, this application is from the Geronimo Trails Scenic Byway. This is their annual request for website hosting and maintenance. The applicant requested \$600 and the board recommended the full award of \$600. I recommend approval of this agreement.

City Attorney Rubin: And in all these agreements, I won't repeat this for every item, but what you're basically implying is that by approving the contract, we're gaining the benefit that's set forth within the contract, exchanged for the funds that are being spent. That way we're not having any anti-donation clause issues here.

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

8. Approval of FY 26/27 Contract and Allocation of Funds to MainStreet Truth or Consequences for the 2026 T or C Desert Ultra Event.

City Clerk Torres: This is their annual request for the Desert Ultra event, which will be held on November 14th, 2026. The applicant requested \$5,650 and the board recommended approval of the entire amount.

Mayor Hechler: I think we can all agree that this has been a great event over the years. Glad that it's an annual event, and it's currently one of our signature events. It's nice to have this as a reoccurring event.

Mayor Pro-Tem Mitchell made a motion to approve the MainStreet T or C agreement for the 2026 Desert Ultra Event in the amount of \$5,650.00 Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Approval of FY 26/27 Contract and Allocation of Funds to Sierra County Arts Council for the Artists of Sierra County Tour 2026.

City Clerk Torres: This is another annual request from the Sierra County Arts Council. The Artists of Sierra County Tour will be November 7th – 8th of 2026. The applicant requested \$7,000 however, the board only recommended approval of \$4,500 due to the marketing and tour coordinator staff positions not being eligible expenses for this. I recommend approval in the amount of \$4,500.

Commissioner Glines: I did just see in the minutes that they said they could make that up internally.

Mayor Pro-Tem Mitchell made a motion to approve the Sierra County Arts Council agreement for the Artists of Sierra County Tour 2026 in the amount of \$4,500.00 Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer.

10. Approval of FY 26/27 Contract and Allocation of Funds to Sierra County Arts Council for Promoting T or C as an Art Destination.

City Clerk Torres: On this application, the applicant requested \$17,049 however, the board recommended approval of \$16,049. During the meeting when it was being discussed, we determined that the Pasatiempo ad was not eligible for this upcoming fiscal year because it was going to be done during this fiscal year. They redacted that amount from there, and I recommend approval of \$16,049.

Mayor Pro-Tem Mitchell made a motion to approve the Sierra County Arts Council agreement for Promoting T or C as an Art Destination in the amount of \$16,049.00. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Approval of FY 26/27 Contract and Allocation of Funds to the Veterans Memorial Park & Museum for their Billboard Contract.

City Clerk Torres: This is their annual contract for the billboard rental. The applicant requested \$4,489.32 and the board recommended approval of the entire amount, so I recommend approval for this agreement.

Commissioner Glines made a motion to approve the Veterans Memorial Park & Museum agreement for their Billboard Contract in the amount of \$4,489.32. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 57 25/26 Sierra County 2026 Hazard Mitigation Action Plan.

Chief Tavizon: What you have within your packet is a public version of the hazard mitigation plan that was filled out and conducted by H2 consulting firm, who specializes in hazard mitigation, as well as a sample resolution. The hazard mitigation plans are important for our community. The last one we had and the one that is currently active until this one is approved is from 2019. On average, they like to have those done every five years. Hazard mitigation plans assist us in making informed decisions as an entity. Not only can we make the decisions as to our zoning within our city, but we also could make ordinance decisions based off the hazard mitigation plan. They help empower our municipality to proactively identify any kind of vulnerabilities within our community. These vulnerabilities could be potential fire hazards like we dealt with in Mims Park, or flood situations like we had downtown. Having a FEMA-approved hazard mitigation plan is a strict requirement for funding for non-emergency hazard mitigation grants, as you're aware, and then it also is required for any kind of post-disaster public assistance that we may submit for afterwards. With that, I stand for any questions you may have, and I will open the floor to our emergency manager as well, who was part of the entire process with that company.

Ryan Williams, Emergency Services Administrator: It's been a long two-year process. The reason it took a little longer than our five-year gap was, first of all, it was FEMA funding, the first step was applying for about a \$96,000 grant to get this process going. That took a little while because we had some delays with FEMA funding coming through, so I had to file for an extension, which we got the grant award, and then we had to do an ITB for a vendor to come in, and we selected H2O as the contractor to develop the plan for us. In that two-year timeframe, we had a lot of community meetings, public input, stakeholder meetings, everyone with the Village of Williamsburg, the City of Truth or Consequences, the City of Elephant Butte, and Sierra County. It's a long, drawn-out process, and I'm really happy we're at this point right now because this is the last process; having the local jurisdictions submit their resolutions for adopting the plan. FEMA's already approved it, the state's already approved it, as soon as the resolutions come in at the end of the month from all the jurisdictions, FEMA will bless it, we go into publishing, and then we go into distribution. Just to give you some historical context, the 2019 plan only identified six risks to our communities. Those risks included dam failure, drought, flood, wildfire, winter storm, and severe storms. What that implies is that we would have to experience just those situations in order to get state disaster funding for recovery. If we wanted to do mitigation projects, if there was something not on that list, it wouldn't be identified and we wouldn't get the funding. So this year, I identified sixteen risk assessments. To include: earthquakes, expansive soil, landslide an rockfall, land subsidence, volcano, lightening, tornado, high wind, hail, extreme heat, and extreme cold. A lot of people say, "Volcano?" but we are situated right over geothermal vents, correct? That's a huge thing that is effected globally when something happens, as we know, when Kīlauea erupts, the hot springs increases in temperature, so it's all connected in the arteries. Hopefully it's just water that comes out of our vents,

but we want to ensure that the possibility of something happening in the future is identified on the plan, then we can utilize that for funding. I also added five human-caused events on there, it's for official use only, not released to the public, but it affects our community lifelines which would be critical infrastructure, food and supply chains, resource allocation, communities at risk, and health and medical. I wanted to include as much as we could on there, there were a lot of things we didn't include, like typhoons, tsunamis, etc. If we ever got there, then I think those are end of times. To mirror what Chief Tavizon said, it allows us to get funding for mitigation projects, it allows us to apply for post-disaster recovery efforts, and it's a really great plan, I'm excited to see it come out, I've reviewed it numerous times, and it's going to be really good and it will be nice to see it published out. Also then we won't have to worry about it for another five years. It's been a long, drawn-out project, and I will stand for any questions.

Mayor Pro-Tem Mitchell: It's interesting to see all the historical maps based on the different floods, volcanoes, earthquakes, and stuff like that. I thought it was fascinating, we are right in the middle of the Rio Grande valley, and Socorro is hit with earthquakes every year, so we definitely need to have that in our plan, because it could happen. So thank you for adding in the extra stuff, I really appreciate it.

Ryan Williams, Emergency Services Administrator: I hate to be a worst-case-scenario planner, but it's my job and my duty to forecast what might come our way.

Mayor Pro-Tem Mitchell: One thing I saw missing was the zombie apocalypse.

Ryan Williams, Emergency Services Administrator: That's for official use only, I didn't want to release that to the public because I didn't want to cause panic. There is actually a lot of stuff for official use only, like our agricultural disasters, things we're experiencing right now that are in Texas that might be coming in, like screwworm. So there's a lot of those different things included in that report. There are appendixes that are included. When the official use only version comes out, the public will have a copy, and you will all be able to review a pdf or Dropbox version, as well as a hard copy. So you will all have them for review in your office. It's interesting to read through, it gives a lot of data and historical value to what's going on in our communities.

Mayor Hechler: Could you describe a little bit on how this is going to be used, in other words, do we wait for a disaster to happen and then apply for funds? Or do we get ahead and mitigate things that we anticipate?

Ryan Williams, Emergency Services Administrator: Preparedness. We did a lot of studies with our stakeholder meetings, and we've identified certain areas within the local jurisdiction in T or C, and other jurisdictions in the county. It could be bridge repair, flooding, all the dams were included on there, you have all the outflows from below to make sure that we're protecting our communities and residents down below. I know we all collaboratively are working on dam projects as we speak. If they're all identified on the list, and we go out to request funding, and it shows it's on the list as we have identified it, then it's an easier approval process. If we came out and said we want

funding to prepare for the zombie apocalypse and it's not on the chart, they're going to say, "Why didn't you identify it? Now you're going to have to amend this document." And the amendment process will be years. Also definitely post-disaster recovery, I plan to schedule another meeting with you all to brief you, the president's council has done a FEMA review council, which is going to impact everyone greatly. There's a report out, they made ten recommendations to – not restructure, but change some of the processes. It will affect all of us drastically. As far as the burden of recovery, it will fall more on the local jurisdictions. The federal government will not come in and prop us up. I just attended a conference Saturday, Sunday, and got back yesterday, it was with 33 counties, with the Emergency Management Association, and we're planning, we have to rely on each other, FEMA will not come in and prop us up. The numbers increased, so the county threshold was \$54,000 and that's per capita, so if we exhaust \$54,000 and our local resources, then we can apply for state assistance. That's jumping from \$1.94 to \$2.99 which is a 54% increase. Big. That means our disasters, we can't just declare. We're 54% increased on it, and the numbers – so 29% of all disasters declared between 2012 and 2025 would not have qualified with these new thresholds. So we have to think how to rely on each other, how to better plan, how to mitigate, and how to be prepared for stuff. It's a good thing, you know, we don't want to rely on the federal government or the state at all times. We know it takes a long time, but the funding is critical to have, so we're working on alternative avenues to have funds in certain accounts at the state and local levels, so that you have a cushion if something were to happen. FEMA review council report has hard numbers, I'd like to come do a presentation so that all jurisdictions are aware. We can't just hit the panic button and they all show up and help us out. We're going to have to rely on each other.

Mayor Hechler: Okay. Well it's 400+ pages it looks like, and certainly comprehensive.

Ryan Williams, Emergency Services Administrator: Yeah, there were a few things I made some changes to, one of them was graphics, I didn't feel it was necessary to have a saguaro cactus in there, we don't have any here in the county, but other than that, the contractor did a fantastic job, I'm pleased with it.

Mayor Hechler: So how is this information archived? Who is the "keeper of the book" per se, so that if we have any issues or questions, do we just come to you?

Ryan Williams, Emergency Services Administrator: Each local jurisdiction will have both a digital copy and a hardback copy, and they will be stored. The official one that the local jurisdictions have, that's for internal use. Then there's the public copy that you can put on the website or anywhere else where folks can look through it.

City Attorney Rubin: I have a question regarding the wording of the resolution. There are a couple places you use the words "city council" and we would want to say City Commission. On the very last sentence under the "now therefore" clause, it reads, "this only applies to this specific plan and does not absolve the community from updating the plan in five years." You're using the word "absolve" did you mean to use the word

"prevent"? It seemed like maybe that would make more sense, maybe I'm misreading this.

Ryan Williams, Emergency Services Administrator: The contractor put this resolution together. I had an attorney Pato review it, and sometimes the verbiage in there on the legal side can be translated differently, but I understand what your concerns are on it. If you all would like to make an amendment to the resolution, the local jurisdiction can do it, they can change it.

City Attorney Rubin: I'm not sure how the word "absolve" – you know, absolve is like you're bringing someone an obligation, but I'm not sure if that's what we're intending here. I think what we're saying is that this does not prevent us from updating this in five years, that's why I thought prevent was the better word, that's how I saw it.

Ryan Williams, Emergency Services Administrator: You are more than welcome to amend any verbiage in this resolution. I was thinking each local jurisdiction was probably going to tailor it a little bit.

City Attorney Rubin: Well if we're allowed to do it, I would recommend we do so. That's up to the Commission on how they want to proceed.

Mayor Hechler: So if we're going to approve the plan, if we want to make any caveats to it, maybe have the attorney review and make a recommendation, do we approve the resolution now or do we wait for that to happen?

City Attorney Rubin: You need the resolution approved today, don't you?

Ryan Williams, Emergency Services Administrator: At the end of this month. You have another meeting in two weeks, the 23rd, you can put it on there because the 23rd is the county's meeting where I'm presenting it, and I was hoping to get all jurisdictions with the resolution approved, then I can submit it to FEMA and the contractor.

City Attorney Rubin: I was going to suggest you approve the resolution with that change. I wasn't trying to make it difficult for you, that's all.

Ryan Williams, Emergency Services Administrator: No, not at all. When we draft these resolutions, the contractor drafts it from other templates from other states and counties, and then we push it out to the local jurisdictions so they can proof it and make changes. As long as it has the formal adoption as the hazard mitigation plan.

Mayor Hechler: What was the verbiage change?

City Attorney Rubin: There are two places where the resolution uses the phrase, "city council" so we would change that to City Commission. And in the last sentence, instead of using the word "absolve" I think we want to use the word "prevent".

City Manager Whitehead: It looks like we made a draft presentation, and my packet has those changes made.

City Clerk Torres: I did, I just missed one where it says city council, but I'll get that amended.

Mayor Hechler: Yeah, and I see the word prevent in there.

City Manager Whitehead: Yes, based on our meeting yesterday. Attorney Rubin had suggested that and it appears City Clerk Torres made that correction, so in your packet you have the resolution which would be ready for adoption, so that we can accept the plan. The word "absolve" has been replaced with "prevent", and then we would just ask the Clerk to make sure "city council" is replaced with "City Commission" in any remaining sections. Then the resolution would be ready, and we would adopt.

City Attorney Rubin: And in fairness to the City Clerk, she actually did call me yesterday and told me she had changed some of the documents that were set forth. But I wanted to bring it up anyway because I know we had Mr. Williams here to make sure what we're doing is satisfactory from your standpoint.

Ryan Williams, Emergency Services Administrator: I haven't had the opportunity to review the city draft.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 57 25/26 Sierra County 2026 Hazard Mitigation Action Plan with the noted changes from City Attorney Rubin. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Manager Whitehead: It would be remiss of me not to say, when this project came to us last year, we partnered and funded some of the program, and then I asked the Chief of Police to lead this document and this program for us for our emergency management throughout the city. I really want to thank Chief Tavizon again for stepping up and helping me with this administrative process, and making sure this came before you today. Thank you.

H. EXECUTIVE SESSION:

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

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

Mayor Pro-Tem Mitchell made a motion to go into executive session at 11:15 a.m. to discuss Threatened & Pending Litigation (Sean Barnes vs. City of T or C)

pursuant to 10-15-1(H.7). Commissioner Hoeppe seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Mitchell reconvened the meeting in open session at **12:10 p.m.**

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

No action was taken on the matter.

I. ADJOURNMENT:

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

Passed and Approved this 8th day of July, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: E.2

SUBJECT: City Commission Regular Minutes, June 24, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 2, 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 7-8-26

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JUNE 24, 2026**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer
OJ Hechler, Public Services Director

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation and asked that we honor all our fathers in observance of Father's Day.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Commissioner Forrister made a motion to approve the agenda as submitted. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. COMMISSION COMMENTS:

Mayor Pro-Tem Mitchell: The pool is doing great. Swim Team is having a fundraiser at the Brewery from 5pm-7pm on Saturday.

Commissioner Forrister: 4-H is having a fundraiser at the Eagles Club tomorrow from 5pm to 8pm.

6. STAFF COMMENTS:

City Manager Whitehead:

- Next week is 4th of July. We will be hosting our July 3rd Friday evening celebration which includes a parade. Tudy and the Silver bullets will be playing downtown.
- We have 3 and a half projects that we are working on. I say half, because we are trying to get Cantrell going.
- I would like to thank the Commission. We are in our 3rd week of our new employee structure. It feels good. Our Public Works Director Bo Easley is really hitting the ground running. He has been attending a lot of meetings and working with staff. It feels really good to have that coordination.

B. PUBLIC COMMENT (3 Minute Rule Applies):

There were no comments from the public

C. CONSENT CALENDAR:

1. Acknowledge purchase report of items under \$60,000
2. Take Home Vehicle Form: Animal Control/Code Enforcement

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

D. NEW BUSINESS:

1. Discussion/Action: Approval of new Fiscal Year 26/27 Open Purchase Orders Over \$60,000.

Jocelyn Holguin, Chief Financial Officer: The way it was done before had all of the requisitions in the system, but we haven't moved over the interim budget yet. What we have listed are the ongoing services for the fiscal year. I broke down the loans for the hospital cost and Taxation and Revenue and then we moved into the estimated cost for services for the utilities, the copiers, the NMSIF, and the Tyler system. These are

CITY COMMISSION JUNE 24, 2026 REGULAR MEETING MINUTES

ongoing continuously and then we added the electric department's contract services as well. The breakdown on page 67 is the cost associated with all of the departments which was estimated. Silke put this nice report together for us. This is how she tracks it throughout the year to know how much utilities, gas usage, and so on are charged for each department throughout the year. I added the beginning pages of the electric service agreement because it is like a book and I didn't want to overwhelm anybody. This is just to keep it going and then when they do the requisition for these services, we will attach this document and then, anything \$60,000 and over for the first meeting in July that is not on this document will come for approval at that time and throughout the rest of the year.

Mayor Hechler: So, I understand that you are asking us for approval for those documents that are routine?

Jocelyn Holguin, Chief Financial Officer: Yes sir.

Mayor Hechler: And they are re-occurring between \$20,000 and \$60,000 and we are going to have City Manager scrutiny and approval before we actually see those items. Is that correct?

Jocelyn Holguin, Chief Financial Officer: There are a couple that are between \$20,000 and \$60,000 but the majority of them are \$60,000 and over.

Mayor Hechler: Ok.

Jocelyn Holguin, Chief Financial Officer: He will approve them in the Tyler system based on the packet and the requisition with all of the supporting documentation prior to it flipping into a purchase order at that time.

Mayor Hechler: When will we see them?

Jocelyn Holguin, Chief Financial Officer: We can add them if you want to.

City Manager Whithead: Unfortunately, the title on the agenda request form says \$20,000 through \$60,000, but these are all of the purchase orders above \$60,000 except for a few exceptions that are in there. So, affectively you are granting us permission to issue purchase orders for each one of these items in front of you because each one of these items has to continue operating on July 1st so you won't necessarily see them back. We can add them to July's budget to show the purchase order for each one of them. Just to give you a clear example you can see that Sierra Vista Hospital is on here for \$500,000. That's the gross receipt tax we collect for them and it has to pass through, so that purchase order would then allow Silke to make that payment in July to continue on with Sierra Vista Hospital. There are no items in here that are not consistent regular normal payments that the city has to make. I also wanted to brief you on the electric department portion on page 66. This is so we can pay the wholesalers to purchase our power that we sell. So we will be paying Tristate for the delivery cost, we

CITY COMMISSION JUNE 24, 2026 REGULAR MEETING MINUTES

pay for the solar power, we pay Sierra Electric for usage power and WAPA for power, and that purchase order would be consistent throughout the entire year.

Jocelyn Holguin, Chief Financial Officer: There's technically nothing new here. These are ongoing and we have to do these for audit purposes. We are asking for approval to continue services for these as soon as they hit.

Commissioner Forrister: Would it be beneficial to have this exact thing come back yearly just for piece of mind and showing what we are approving every year.

City Manager Whitehead: 100% and what Jocelyn and I missed last year is that the city had been doing that. They had a form that they had been submitting. We just didn't get it done and then July 1st, our electric department was really panicked because we had a \$400,000 bill from Sierra Electric Cooperative and we couldn't pay it because we didn't have a purchase order, and that's when we went back and found the document so that's what I presented to Jocelyn and she did the work this year to prepare it.

Jocelyn Holguin, Chief Financial Officer: The prior document had the requisitions in the system which took more time, and this will avoid delays.

City Manager Whitehead: If you go to the utility bills portion in the packet, the first document for \$717,924, remember, every department, every building that we have is on a meter and we pay utilities just like a consumer. In the middle of last year because we were running high, I came and presented to allow us to charge our electric rate at what we are paying at cost, and then I added a small amount, so the utility part grows. So, the \$717,924 approval is an authorization for us to pay our utility bills for our individual departments. If you scroll down, the second group are purchase orders for individual departments that may use different utilities or the transfer station. The one that I want to draw your attention to is the 505 fund which is the sanitation part. The sanitation department does not pay \$535,000 in utilities. We will have to make a correction and you will see that in a budget adjustment in a moment. We'll talk a little bit more about it, but in our final budget, that number will go back down to a more realistic number. There is a process that the sanitation department is using for measuring what they bring across the scales and we missed that and we actually thought that was a real bill and we were paying that bill, so we were actually paying ourselves and that's how that number ended up being so high. We'll correct that in the budget adjustment portion, and I'll explain that a little bit more. Sanitation does not pay \$500,000 in utility costs.

Jocelyn Holguin, Chief Financial Officer: I'd like to make a clarification on the utility portions, we don't them in a purchase order because they are exempt from the procurement code, so she can just make direct payments for those. This is approval of the cost that we are going to have to utilize. Some of the other ones will be in a purchase order.

Commissioner Forrister: I have a question about what we pay Sierra Electric for.

City Manager Whitehead: Sierra Electric serves the rodeo arena area because it was part of the county before it was annexed and it was in their service area so that's why those consumers go through Sierra Electric Cooperative, the water and wastewater in that area is paid to the city. However, to answer your question, we buy our wholesale power from Tri-State, and it has to come through Sierra Electric Cooperative because Tristate can only sell power to a Cooperative, so the city at some point put together an agreement with Sierra Electric Cooperative so we can buy power from Tri-State. The main line that you see that runs over the golf course is the Tri-State line. Sierra Electric Cooperative is a conduit for us to buy our wholesale power which we sell to the rest of the city. Likewise, we receive because we are part of the Western Area Power Association (WAPA), we are able to buy power through them which is hydrogenated, so we get some consideration and we get a discount on our Tri-State line for what we buy from WAPA. The third place we receive power from is the solar plant. We lease them the land, and then we buy back power. We also pay Tri-State for the distribution lines. We have to pay for the "highway" if you will, to bring the power to us.

Commissioner Forrister made a motion to approve the new Fiscal Year 26/27 Open Purchase Orders which are presented within the packet. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: MOU between the City of T or C and the Hot Springs Cemetery Association.

OJ Hechler, Public Service Director: This is an MOU that I have been working with the Association for the past several years. It's been going on for 14 plus years. The services will remain the same in the current MOU that we are requesting approval for today. The only difference is the slight increase from \$4,000 annually to \$4,800 annually. This was budgeted for. We have been paying them \$4,000 for the past several years. In our last cemetery meeting that we had, we felt that it was reasonable to ask for a slight increase for contract labor for cemetery services that include landscaping over there. The MOU is for this fiscal year and can be extended up to 3 additional years.

Mayor Hechler: How many employees do they have?

OJ Hechler, Public Service Director: They have one employee. His name is Jay. He does a great job. He communicates well with the city, he prunes trees, things of that nature, and he'll pile them up and let us know that we need to come get them. He'll also call us when there are any sunken graves that need to be filled. They are great partners with the city.

Commissioner Glines made a motion to approve the MOU between the City of T or C and the Hot Springs Cemetery Association in the amount of \$4,800. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Contract for Services Agreement between City of Truth or Consequences and Mañana.

OJ Hechler, Public Services Director: This is an extension request. The contract was approved last year. This is for groundskeeping services at the Veteran Memorial Park. I had a pretty good discussion with Paul Bustamonte aka: Manana Services. He wants to renew this contract for the same services of tree pruning, watering, irrigation, fixing occasional water leaks out there, fertilization and weed control.

Commissioner Forrister made a motion to approve the Contract for Services Agreement between City of Truth or Consequences and Mañana. Commissioner Hoepfner and Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Vector Control Agreement for Village of Williamsburg.

OJ Hechler, Public Services Director: The current agreement with the Village of Williamsburg expires this year. It had language in there that said that you cannot subcontract for services, but as you know this year we are going in a different direction where we will need to subcontract these services. The services for this contract will include a minimum of 4 sprays per month, also on an on-call as needed basis. In talking with the contractor, we feel that consistency and being proactive with spraying and the mitigation of mosquitos is going to be necessary. We also added the language in there that the city can subcontract these services and it would be a 5 year term, and either party can terminate the agreement with a 30 day written notice. We met with the Village of Williamsburg, and they agreed to the changes.

City Attorney Rubin: I know that you and I have gone back and forth with this, but I just saw something. How will it work for the whole year.

OJ Hechler, Public Services Director: Thanks for bringing that up Jay. It's for a 5 year term, but during mosquito season starting July 1st through the end of October.

City Attorney Rubin: I think the last one you sent me just said, 4 vector control treatments per month, but it doesn't specify that it's for a 4 month period though.

Commissioner Forrister: The agreement says "**Services Frequency** – Contractor shall provide mosquito control services annually during mosquito season, defined as July 1 through October 31 of each year, for the duration of this Agreement."

City Attorney Rubin: Okay, it does say that.

OJ Hechler, Public Services Director: Anything outside of that will need prior approval.

Mayor Pro-Tem Mitchell made a motion to approve the Vector Control Agreement for Village of Williamsburg. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: FY 26/27 Sub-Recipient Grant Agreement for Geronimo Trail Scenic Byway.

City Clerk Torres: These next 8 agreements are our annual subrecipient requests that are presented during the budget hearings. Geronimo Trail Scenic Byway, Geronimo Springs Museum and MainStreet Truth or Consequences are all budgeted through our city's portion of lodger's tax. The other 5 are through are general fund which we budget \$50,000 for those requests. City Manager Whitehead reviewed the applications after the budget hearing and assigned a recommended amount to each applicant. Some of the applicants that receive funding through the general fund are not receiving the full amount requested, due to us having to stay in range of the \$50,000 that was budgeted. All of the following agreements will take affect July 1st, 2026.

City Clerk Torres: Our first request is from the Geronimo Trail Scenic Byway. The applicant requested \$5,600.00. Our recommended allocation for this applicant is \$5,600.00.

Mayor Pro-Tem Mitchell made a motion to approve the FY 26/27 Sub-Recipient Grant Agreement for Geronimo Trail Scenic Byway in the amount of \$5,600. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: FY 26/27 Sub-Recipient Grant Agreement for Sierra County Historical Society (Geronimo Springs Museum).

City Clerk Torres: This request is from the Sierra County Historical Society (Geronimo Springs Museum). The applicant requested \$10,000.00. Our recommended allocation for this applicant is \$10,000.00.

Commissioner Forrister made a motion to approve the FY 26/27 Sub-Recipient Grant Agreement for Sierra County Historical Society (Geronimo Springs Museum) in the amount of \$10,000. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: FY 26/27 Sub-Recipient Grant Agreement for MainStreet Truth or Consequences.

City Clerk Torres: This request is from MainStreet Truth or Consequences. The applicant requested \$65,000.00. Our recommended allocation for this applicant is \$65,000.00.

Commissioner Forrister made a motion to approve the FY 26/27 Sub-Recipient Grant Agreement for MainStreet Truth or Consequences in the amount of \$65,000. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: FY 26/27 Sub-Recipient Grant Agreement for The Club.

City Clerk Torres: This request is from The Club. The applicant requested \$10,000.00. Our recommended allocation for this applicant is \$10,000.00.

Commissioner Forrister made a motion to approve the FY 26/27 Sub-Recipient Grant Agreement for The Club in the amount of \$10,000.00. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: FY 26/27 Sub-Recipient Grant Agreement for Sierra Joint Office on Aging (SJOA).

City Clerk Torres: This request is from the Sierra Joint Office on Aging (SJOA). The applicant requested \$50,000.00. Our recommended allocation for this applicant is \$25,000.00.

Mayor Pro-Tem Mitchell made a motion to approve the C FY 26/27 Sub-Recipient Grant Agreement for Sierra Joint Office on Aging (SJOA) in the amount of \$25,000. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: FY 26/27 Sub-Recipient Grant Agreement for Domestic Abuse Intervention Center (DAIC).

City Clerk Torres: This request is from the Domestic Abuse Intervention Center (DAIC). The applicant requested \$3,500.00. Our recommended allocation for this applicant is \$3,500.00.

Commissioner Forrister made a motion to approve the FY 26/27 Sub-Recipient Grant Agreement for Domestic Abuse Intervention Center (DAIC) in the amount of \$3,500. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: FY 26/27 Sub-Recipient Grant Agreement for Companion Animal Action Team (CAAT).

City Clerk Torres: This request is from the Companion Animal Action Team (CAAT). The applicant requested \$1,500.00. Our recommended allocation for this applicant is \$1,500.00.

Mayor Pro-Tem Mitchell made a motion to approve the FY 26/27 Sub-Recipient Grant Agreement for Companion Animal Action Team (CAAT) in the amount of \$1,500. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: FY 26/27 Sub-Recipient Grant Agreement for Matthew 25.

City Clerk Torres: This request is from Matthew 25. The applicant requested \$10,450.00. Our recommended allocation for this applicant is \$10,000.00.

Commissioner Forrister made a motion to approve the FY 26/27 Sub-Recipient Grant Agreement for Matthew 25 in the amount of \$10,000. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler: Just for clarification, we went through items E5 through E12 rather quickly. However, all of the subrecipients had a chance to present to us at our budget meeting, and that's when we became familiar with their request and the reason for the request. I know it sounds like we hustled through these items and we went through them quickly, but that was the reason, because we previously received the information during our budget meeting and through their presentations.

13. Discussion/Action: Appointment of Andrew Curry to serve a 2-year term on the Public Utility Advisory Board.

City Clerk Torres: We have a vacancy on our Public Utility Advisory Board. We advertised and we received one application from Andrew Curry to serve in the vacant position. The application was reviewed by the Public Utility Advisory Board, and they recommended approval with a 2-1 vote. We only had 3 members present at the meeting. 2 voted yes and 1 voted no. However, I am recommending approval because it is difficult for us to get people to serve on these boards.

Commissioner Forrister: I know we don't get enough people interested in this. We didn't receive minutes from that meeting. Can you give us a run down on what happened.

City Clerk Torres: My understanding is that one of the members went out in the community, and he asked about the applicant, and due to the applicant being very vocal on social media, the board member felt that he wouldn't be a great fit for the board, so that's why he voted no on the recommendation.

Commissioner Forrister: So, if we appoint this person, is that going to cause turmoil within that board?

Mayor Hechler: Did we have a quorum?

City Clerk Torres: Yes, we did have a quorum. If you do appoint him, we can give it a test run and see how it goes. If stuff doesn't work out, then we can re-advertise and see where it goes from there.

Mayor Pro-Tem Mitchell: Do board members get training like we do, or do they get a handbook of what you can and can't do? For example, do they know that when they are on a board they can't go on Facebook and blast the city.

City Clerk Torres: We give them copies of the Governmental Conduct Act and the Open Meetings Act, the city code regarding the board and stuff like that, but because they are advisory boards, we don't send them to trainings. Planning & Zoning has a specific Rules of Procedure for Planning & Zoning that they have to follow.

City Attorney Rubin: I think you have the right to table this item and ask the applicant to come to the next meeting.

Mayor Hechler: He is Susan Curry's son. He has come to the office many times. All of my interactions with him have been positive. He has always been supportive of the community, certainly with his mom and helping us out with certain items. I don't have a problem with the appointment at all. Some of you may not know him like I know him.

Mayor Hechler made a motion to table this item and send it back to the Public Utility Advisory Board so they can make a recommendation with all members present. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Re-appointment of Chris Sisney to serve a 2-year term on the Public Utility Advisory Board.

City Clerk Torres: Mr. Sisney has been serving as a member of the board for 2 years. His term expires this month, and he is interested in serving another 2 year term on the board. His application was sent to the Public Utility Advisory Board, and they voted unanimously to re-appoint Mr. Sisney to the board.

Commissioner Forrister made a motion to re-appoint Chris Sisney to serve an additional 2 year term on the Public Utility Advisory Board. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

E. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 58 25/26 Budget Adjustment Request.

Jocelyn Holguin, Chief Financial Officer: When we set up the 1018 we knew we were going to do the transfer in for the utilities. As we mentioned earlier, with the landfill costs that we were initially paying through the 1018, we found that adjustment and technically the budget adjustment would have bigger if we hadn't found that adjustment. It was an internal transfer. When we came back a couple of months ago, it was a higher amount, but since we found that we were paying for the landfill out of the 1018, we did an internal transfer to clean that portion up. We had budgeted \$600,000 but we initially did not budget the full amount that I intended for the fiscal year. So, with that being said, with the short fall of the entire budget not being included initially, and then the remaining services, this is to cover the remaining of the fiscal year utilities for June where we are currently short from the overage for not being fully budgeted. We broke it down evenly and the amounts are listed and broken down to show where the adjustments are. So, it is basically the increase for the budgets shortfall.

Mayor Hechler: We're just moving money around within the city to make the balance.

City Manager Whitehead: At this point we are landing the plane. We can't have any budget line items with a negative. This is the last of the large increases that we need to take care of. Last year in the budget, we were not fully aware of all the utility costs that the city pays. It was kind of new to both Jocelyn and I. There was a spreadsheet that Jocelyn was using that had the general fund side of the house, and the enterprise side,

well the enterprise fund didn't get into her final numbers to go into the budget, so that's where the \$600,000 came from vs. the \$750,000 budget that she had projected to use. So, in the middle of the year when we realized our utility budget was going over, that's when we started looking to see why our costs were so high and that helped us find the issue with the solid waste department, and it helped her locate that she forgot to add that \$250,000 that just didn't get put in. So, we adjusted the rates. As you remember I came and said lets lower our utility rates and I asked Jocelyn, lets see where that gets us if that doesn't get us close to a cleanup. It got us within \$129,000 of being budgeted and balanced. So, at this point we are asking for an adjustment to city's utility bills in the amount of \$129,000 and then Jocelyn's projection would be to take a balance of \$21,000 from the general fund as well as each of our enterprise funds to cover our cost and pay for our water, sewer, wastewater and solid waste. Technically you are right. We are moving money from one of our pockets to another one, but it has to balance and her budget had to end in all positives.

Jocelyn Holguin, Chief Financial Officer: It was approved in the interim last year, it just wasn't put in the final budget, so that's why it threw us off.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 58 25/26 Budget Adjustment Request. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 59 25/26 Authorizing Acceptance of Water Trust Board (WTB) Project No. 6947-WPF Funding Offer; Water Conveyance and Treatment Project from New Mexico Finance Authority (NMFA).

Assistant City Manager Alvarez: As you know we applied for the Water Trust Board Fund for improvements for our Water/Wastewater treatment plant. We received the notice of award and this is part of the process to accept the grant funds and proceed forward with the loan and grant agreement. A resolution is required to accept their award. The project award will be a grant in the amount of \$2,270,488.00. It will require a loan in the amount of \$252,277.00, and we will also have a required cash match of \$2,052,276.00. That will give us a total project fund for the full project of \$2,775,042.00.

City Manager Whitehead: I am really excited today to bring this to you and have Traci present this. Over the last year and a half we've talked about all of the water improvements that are happening and of course one of the first meetings I attended when I joined the city was an environmental meeting that I had to attend via zoom that our wastewater plant was in administrative order. We've been working diligently going forward. This pot of money will put us right over the \$5 million mark for our wastewater treatment plant. It opens the door for us to facilitate all the necessary repairs at the wastewater plant to completely move out of the administrative order. What's nice is that we have already started the process. We've contracted with Bohannon Huston to be our

engineer on the wastewater side. They already have started for the weirs and the headworks project. We will be able to move diligently into the next phases of this project. What is significant about that is that we talked about a rate increase. We are still going to have to look, and I plan to present to the Commission my final decision on rates and rate increases. I asked the study to look at our need to borrow \$5 million to renovate the wastewater plant. We now achieved that goal through grants and grant processes. We will be using a little bit of our general obligations fund, so it's really nice. We have not obligated a 4th GO Bond which we have to present, so that will cover the match side of this particular project, plus I have set aside a little bit of money from the 2nd and 3rd allocation of those bonds to do wastewater repairs. We were also notified 3 months ago that we did receive a grant from the federal government for our Clancy lift station extension. So, at this point we are very comfortable and confident to tell you that raising and borrowing the \$5 million for the wastewater plant will not have to happen, which is great. So, that will take that 15% to 25% rate increase on that off and primarily we will be able to get the wastewater plant in a 10 to 15 year health cycle with the funds that we have available to us. We worked hard at this. We had to make a couple of special trips to get these funds, but we are thrilled, we have the money and we have the grant and the match. We can afford the loan on this particular side.

Mayor Hechler: That is great news because we were looking at a significant rate increase if we weren't able to get these funds. So, it was a good plan to try and get those funds. Thank you for making that extra trip because we got awarded. We have enough projects going on that sometimes we get questioned on where we are with the projects and sometimes, they question us about whether or not they should fund us because we have so much going on. I think that's what happened in this circumstance and City Manager Whitehead had to convince them that we are on target with our spending, we have our engineering done, and we are doing the things we are supposed to do, and they should award us the money. And fortunately it worked out, so thank you for doing that for us. This is good news.

Commissioner Forrister made a motion to approve Resolution No. 59 25/26 Authorizing Acceptance of Water Trust Board (WTB) Project No. 6947-WPF Funding Offer; Water Conveyance and Treatment Project from New Mexico Finance Authority (NMFA). Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 60 25/26 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation and Execute Grant Agreement Co-Op Project Fund.

Brenden Anglin, Streets Supervisor: We are asking to approve Resolution 60 25/26. This is the Local Government Road Fund Program Administered by New Mexico Department of Transportation. The area is for 2nd and Date to Ash Street.

Mayor Hechler: Can these projects be done in-house?

City Manager Whitehead: We are not going to be building roads. We re-directed our team of moving us to do maintenance and he has to learn how to administer, so what we are asking for is an extension of time on both of these as Brenden gets his skills up to know how we are going to find and be able to contract with a different provider. The scope of work will remain the same, we are just going to approach it a little differently.

Assistant City Manager Alvarez: These previously came to the commission and you already approved the grants and accepted the award. It's just, in order to request an extension of time, they require a new resolution.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 60 25/26 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation and Execute Grant Agreement Co-Op Project Fund. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 61 25/26 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation Municipal Arterial Project Funds and Execute Grant Agreement.

Brenden Anglin, Streets Supervisor: Brenden Anglin, Streets Supervisor: We are asking to approve Resolution 61 25/26. This is the Local Government Road Fund Program Administered by New Mexico Department of Transportation. The area is for 2nd and Pershing down to Main Street.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 61 25/26 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation Municipal Arterial Project Funds and Execute Grant Agreement. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution No. 62 25/26 in support of the Infrastructure Capital Improvement Plan (ICIP) for the Sierra Joint Office on Aging (SJOA).

Crystal Walton, SJOA Executive Director: The Sierra Joint Office on Aging is asking for approval of our resolution. We have already held our public hearings and we have board approval of our capital infrastructure plan that was provided to you in the packet. The SJOA has been working very diligently with the City Manager and Assistant City

Manager as well as the facilities and maintenance team in order to establish a little bit more of an extensive listing for capital projects. As you can see, we are still working on our walk-in freezer, the secondary set which has been a little confusing for the state that we asked for 2 different sets to be replaced. We are just looking to continue with the additional funding in order to complete the secondary set replacement. The fire alarm system as you all know is quite old, so we are looking to replace that. We have a kitchen remodel on there as well. That also pertains to the fire alarm and fire suppression system which will be included within the hood vent and our fire suppression system within the kitchen. We are asking for additional senior meal trucks because anytime one of the trucks go down, we have to take them to Albuquerque for repair and that is at least a one month wait prior to getting us back on track and its extremely difficult whenever we have that situation come about because we don't have a backup for that situation. Our guys are delivering out around 50 to 60 meals in a two hour window, and that is pretty hard to package whenever you are talking about hot bags, and bricks that are heated in the oven.

Mayor Hechler: How is your staffing going?

Crystal Walton, SJOA Executive Director: We are short staffed and we will continue to run short staffed. We actually had to do away with some positions so services will be impacted by that.

Mayor Hechler: Is it hard to find people. Is that what is happening?

Crystal Walton, SJOA Executive Director: It's due to no budget. The money just isn't there.

City Manager Whitehead: We are the fiscal agent for the Senior Joint Office on Aging. Their ICIP list, much like our goes to their funding source. Ours goes to the state and theirs goes to the office on aging and then that group tries to put together a legislative package. We didn't have enough funds to grant her entire request. They use our funds for direct food costs. If our gross receipts tax increases it could be one of the areas that you may want to keep in mind to find a way to fund in the future if we get extra funds.

Commissioner Forrister made a motion to approve Resolution No. 62 25/26 in support of the Infrastructure Capital Improvement Plan (ICIP) for the Sierra Joint Office on Aging (SJOA). Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Resolution No. 63 25/26 Utility Billing Policies & Procedures.

City Manager Whitehead: You have two policies in front of you. The primary focus is to try and improve our collections and the way that we handle things in the utility department we needed to create this policy. We were kind of moved a little forward from

the last audit to identify that we were missing many of our policies or they were out of date. So, this is one of those policies. We worked directly with the Utility Office Director Sonya Renfro who reached out to peers in the same area to come up with the ideas, and then I took the items and presented and matched stuff against chapter 14 of our code for utilities and utility collections to make sure that it matched up, so what you have in front of you here is a utility operations policy for utility billing and collections.

Mayor Hechler: What are the issues that we have from time to time when we landlords that have renters and the renters are gone, and they didn't pay their utility bill, and then we are not able to collect from the landlord. I'm not sure that this has been satisfied in this policy and I'm a little worried about that. What else can we do to put more teeth into the policy so the landlord can't open up that property again until that bill is paid because the city shouldn't be left holding the bag all the time.

City Manager Whitehead: That is a great question and we definitely understand that it needs more work. Attorney Rubin brought that to our attention yesterday. One of the things that we try to do in the front end is this. The law in the State of New Mexico allows for a landlord to present a written notarized document to the city that would indicate that they are not liable for utility costs and when they do so, we are immediately subject to then having to collect from the renter, so what I've instructed this team to do is to collect a deposit. We are no longer turning on utilities for a renter without a deposit. We need to look at that and extend that a little bit longer in the future so we can hold that deposit. Part 2 is that we are trying to be more vigilant in recognizing that at 60 days, if we are not receiving payment, we need to move diligently to the red tag process and then by 90 days we need to be shutting that meter off. So, affectively, we at least have the deposit and we are out a short period of time vs. trying to work with the renter and trying to keep it going. That is the way we have been working it over the past year. Clearly the policy needs some additional work in that area. We had a collections person and we changed and recently hired a new person 3 weeks ago, so we will get back into that process where we have somebody in house paying attention to that and doing so. City Attorney Rubin and I have talked a little bit about our process to file liens against those properties. There are two opportunities, again with the landlord situation, if they have that letter, then we are going to be subject to filing against that person, but we also think if we have property owners that aren't paying their bills then there is a process in state law that would allow us to file that lien against the property. We just need to explore it and kind of come to terms with it and have a policy put in place and then be able to adjudicate that. We have a 4 year period of time to where we have to take action on that. That is a law on our part, so there is a lot of debt that they city was carrying that technically is gone. We need to present that to the auditors and get that written off as soon as we can develop and come up with our new book. It remains a challenge. I think its been better in the last year by us adding that requirement for a deposit on the books.

Mayor Hechler: How much is the deposit?

City Manager Whitehead: It would depend on your utility bill. It would be up to one month of whatever that utility bill was in the past. So, we would have effectively 30 days

if somebody didn't pay us for 90 days, we would lose 2/3 of the bill. They calculate it based on previous usage on the property.

Mayor Hechler: Is there any room to increase that deposit?

City Manager Whitehead: Absolutely. If the commission felt that they needed to look at that, we could bring that to you. You could certainly make it \$200 deposit or a \$500 deposit.

Commissioner Forrister: I think that would be good if they were repeated offenders, then I think we do need to look at increasing the deposit. It may be on a case by case basis, because I don't want to do it for somebody who pays their bill.

City Manager Whitehead: In this case I have to give the Utility Department a lot of credit. They've worked hard this year and they are collecting, so if you left us with a bill, even though we turned it off, if you come back in to connect utilities on a new rental, we wouldn't let you until you pay some of the bill. They are doing a good job of collecting half or 2/3 and getting that in and making sure we are doing a deposit. Sonya is letting them make extra payments on the account to help them catch up with the deposit. She has good notes and we have a good policy so we are attempting to make some strides on it. However, it will always remain a challenge. Sometimes people have tough times, and when it comes to paying your electric bills or having food, it becomes a problem so it just isn't that people don't want to pay their bills. You are correct. We could come up with a fee structure that would allow us to keep that. One of the things that they've been doing is at the end of the year, we would refund you so, if you gave us a deposit, at the end of the first year we could send that back. I would change that in the new policy to say, that deposit remains and it is your final payment. So, if you would come in to turn your electric off, then we would look at your deposit and that would go towards your last payment so we always have the ability to collect at least something if we ended up 90 days out.

Commissioner Forrister: Is that happening a lot where the owner of the property signs a letter that says they are not responsible for the bill, and then they are throwing their hands up and saying, well I rented that property, so I don't have to pay that bill.

City Manager Whitehead: Yes. We did clear a few bills 7 or 8 months ago from landlords that had that situation where people left, but they didn't have the letter on file. They hadn't found the law to do that, so we did get them to pay. In those cases if the landlord hasn't signed a notarized letter that says they are not responsible then the city could file on that particular landlord and we could file a lien and put that on their property, but in fairness if they came in with the letter we'd be tied. I'm also subject to saying is it disingenuous of us not to make sure that landlords know the law. I don't know what our application says.

Commissioner Forrister: It's the responsibility of the landowner to make sure they are also collecting those deposits. All my rentals are in my name and I make those people pay me directly.

City Attorney Rubin: We talked about this yesterday. We are talking about paragraph 3.2 and 3.3 of the policy. I had the same concerns that you have, but as Gary explained it about the 90 day provision and the cutoff and we are back to requiring deposits, so we can give it a try. One thing that you have to keep in mind is that we still have our ordinances which might conflict with what we are saying here so we may want to look at that to see if we need to repeal that or not. That's something we can talk about down the road.

Mayor Hechler: It's a slippery slope. We don't want to harm people unnecessarily. People do struggle from time to time, but then there are those that may be habitual or had a past and had some issues and I don't want them to get away with it again. So, I guess we have to rely on the ability of our manager to deal with these things on a case by case basis.

City Manager Whitehead: I think that our Utility Manager is doing a great job and we are doing lots of good things. At the end of the day, what I would ask here is part of this policy came because through our audit process we needed to get an updated policy so we attempted to create what we are currently doing consistent with chapter 14 in our code. That's what you have before you. I still need to do more work within the utility department to tighten that up and bring back what I would say would be an amended policy in the future for utilities and utility collections.

Jocelyn Holguin, Chief Financial Officer: This is going to help remove the current audit findings with these two policies. If you approve it and sign it, I will send it to the state as part of the corrective action.

Mayor Hechler: So, what you're saying is if we approve it, we still know that this is a work in progress.

City Manager Whitehead: Yes. Absolutely.

Commissioner Glines made a motion to approve Resolution No. 63 25/26 Utility Billing Policies & Procedures. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Resolution No. 64 25/26 Utility Billing Cash Handling Policy.

City Manager Whitehead: This is the same concept within our audit last year. It identified many policies that were out of date or inaccurate. The reason why our Utility Manager is involved is because all cash handling comes through the utility department. Not only do they collect utility payments, but they also collect rent payments and other payments that come through the city. All cash comes through the utility department. What you see in front of you is a policy that identifies in writing all the ways that we collect cash, what should happen with cash, and how we should manage cash. It's consistent with other policies we've reviewed. It's a clear-cut policy on how you should make a deposit, when we should make a deposit, how we should deal with people's personal information, when the safe should be open, how the safe should be open, and how many people should be in the safe. It's all the items that are required to say that's our policy so the auditors will have the ability to say whether we are in policy or non-compliant with the policy. At this point we would recommend approval.

Commissioner Forrister made a motion to approve Resolution No. 64 25/26 Utility Billing Cash Handling Policy. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 5:18 p.m.

Passed and Approved this 8th day of July, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: E.3

SUBJECT: June 2026 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: July 1, 2026
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for June 2026

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 2,848,260.90

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 07-08-2026

Accounts Payable Transfer Sheet - 2025 - 2026 FY
Post Date Ending: 6/2, 6/5, 6/9, 6/12, 6/16, 6/18, 6/26, 6/29, 6/30

Fund	Fund Description	Fund Totals										Fund Numbers	
		6/2/2026	6/5/2026	6/9/2026	6/12/2026	6/16/2026	6/18/2026	6/18/2026	6/26/2026	6/29/2026	6/30/2026	GRAND TOTAL TRANSFERS	
101	General		\$15,176.70		\$84,359.88	\$1,000.00	\$74,132.86		\$68,981.80	\$11,814.55	\$45,748.23	\$301,214.02	101
201	Local Government Corrections				\$1,760.00							\$1,760.00	201
209	State Fire		\$40,968.65		\$165.00		\$2,696.75		\$8,839.33	\$87.09	\$495.96	\$53,252.78	209
211	Law Enforcement Protection				\$7,922.54						\$15,844.36	\$23,766.90	211
214	Lodger's Tax		\$50,632.23		\$10,386.65		\$29,837.90		\$367.65	\$27,646.95	\$7,150.43	\$126,021.81	214
216	Street Renovation				\$5,113.94		\$204.43		\$3,060.60			\$8,378.97	216
217	Municipal Recreation											\$0.00	217
260	Fiscal Recovery Funds											\$0.00	260
294	State Library		\$83.69				\$324.66		\$117.95	\$102.72		\$629.02	294
295	Municipal Pool				\$1,000.00		\$369.96		\$947.31			\$2,317.27	295
296	PD-GRT Fund				\$32,320.94						\$1,801.44	\$34,122.38	296
298	PD-Donations											\$0.00	298
299	Special Revenue Funds		\$3,039.94		\$1,688.14							\$4,728.08	299
302	Electrical Construction											\$0.00	302
303	Veterans Memorial								\$299.98			\$299.98	303
304	SJOA - Grants			\$2,500.00			\$35,000.00					\$37,500.00	304
305	Capital Improvement General											\$0.00	305
306	Capitail Improvement Joint Utility											\$0.00	306
307	Golf Course Improvements											\$0.00	307
308	USDA -Sweeper											\$0.00	308
309	USDA-Wastewater											\$0.00	309
310	R&R-Emergency											\$0.00	310
311	R&R-Sewer											\$0.00	311
312	R&R-Airport											\$0.00	312
313	R&R-Water											\$0.00	313
314	CDBG - Grant											\$0.00	314
315	CI Reserve- Non Capital Equipment				\$88,867.50				\$949.70		\$1,095.82	\$90,913.02	315
316	Emergency Reserve											\$0.00	316
320	USDA Water System Improvements											\$0.00	320
321	Water System Improvements	\$2,451.69			\$92,171.75							\$94,623.44	321
340	ROAD/STREET PROJECTS											\$0.00	340
360	NMFA Projects			\$35,744.51					\$767,366.41	\$57,999.31		\$861,110.23	360
370	Water Trust Board Projects											\$0.00	370
380	Community Development		\$31,510.42			\$143,545.49		\$265,834.06	\$72,455.67			\$513,345.64	380
403	Pledge State Tax		\$36,169.10						\$5,923.30			\$42,092.40	403
501	Cemetery						\$1,000.00					\$1,000.00	501
502	Utility Office		\$10,253.93				\$4,187.93		\$493.75	\$32.55		\$14,968.16	502
503	Electric Dept		\$30,099.67		\$277,955.54		\$67,217.53		\$71,455.58	\$9.50		\$446,737.82	503
504	Water Dept		\$3,609.10		\$944.78		\$1,657.60		\$9,912.83	\$13,788.11		\$29,912.42	504
505	Solid Waste		\$55,031.29		\$2,957.46		\$124.88		\$11,758.94	\$30.20		\$69,902.77	505
506	WasteWater		\$801.77		\$737.90		\$5,898.53	\$16,600.76	\$11,113.17	\$84.10		\$35,236.23	506
508	Golf Course		\$1,243.90		\$100.00		\$249.74		\$147.70	\$10.13		\$1,751.47	508
509	Municipal Airport		\$19,997.80				\$249.96		\$565.03	\$2,270.46		\$23,083.25	509
600	Internal Service Fund		\$10,826.09		\$6,156.56		\$855.66		\$11,736.17	\$18.36		\$29,592.84	600
	Grand Total-Accounts Payable	\$2,451.69	\$309,444.28	\$38,244.51	\$614,608.58	\$144,545.49	\$224,008.39	\$282,434.82	\$1,046,492.87	\$113,894.03	\$72,136.24	\$2,848,260.90	



Truth or Consequences

AP EOM REPORT JUNE 2026

By Fund

Payment Dates 6/1/2026 - 6/30/2026

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
POLICARPIO V BUSTAMANTE ...	005.2026	06/05/2026	OPEN PO - LANDSCAPE SERVI...	101-1009-47415	1,000.00
MARIANA WEST	06012026	06/05/2026	DEPOSIT REFUND 5/30/26 RA...	101-1099-34348	25.00
ARENAS VALLEY ANIMAL CLIN...	111617	06/05/2026	VET SERVICES	101-1006-48598	202.66
ARENAS VALLEY ANIMAL CLIN...	111994	06/05/2026	VET SERVICES	101-1006-48598	272.02
COPPLER LAW FIRM PC	13823	06/05/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	64.99
COPPLER LAW FIRM PC	13824	06/05/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	43.28
KATHRYN ELLIOTT DBA CIVILT...	254	06/05/2026	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
EWING IRRIGATION	30453206	06/05/2026	DS-100 DRI SPLICE CONN (25)	101-1014-44607	72.81
NU WAY LAUNDRY & CLEANE...	41021	06/05/2026	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
DOCUMENT SOLUTION INC	418999	06/05/2026	CITY CLERK OFFICE SHARP OV...	101-1001-43465	181.82
DOCUMENT SOLUTION INC	418999	06/05/2026	CITY MANAGER OFFIC SHARP ...	101-1003-43465	363.64
DOCUMENT SOLUTION INC	418999	06/05/2026	FINANCE OFFICE SHARP OVER...	101-1004-43465	450.55
DOCUMENT SOLUTION INC	418999	06/05/2026	POLICE DEPT SHARP OVERAGE...	101-1007-43465	231.64
DOCUMENT SOLUTION INC	418999	06/05/2026	PARKS DEPT SHARP OVERAGE...	101-1009-43465	4.03
DOCUMENT SOLUTION INC	418999	06/05/2026	FACILITY MAINT SHARP OVER...	101-1014-43465	15.59
JAIME F RUBIN ATTORNEY AT ...	5/29/2026	06/05/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	4,182.90
JERRY M NOE	52726-002	06/05/2026	RALPH EDWARDS PARK SIGNS ...	101-1009-48599	1,691.50
WILLIAM I BUHLER	6/1/2026	06/05/2026	FISH POND WATER RIGHTS FY...	101-1009-43770	250.00
VERIZON WIRELESS	6144517642	06/05/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43775	193.55
VERIZON WIRELESS	6144517642	06/05/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.84
SPECTRUM NEW MEXICO LLC ...	IC-26-14597	06/05/2026	22,500 #10 WINDOW & #9 EN...	101-1004-44606	346.31
LASTING PAWS PET MEMORIA...	LC10391-I-0076	06/05/2026	ANIMAL CREAMTION	101-1006-48598	82.99
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	CITY MANAGER'S OFFICE	101-1003-41226	190.46
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	FINANCE / ADMIN SERVICES	101-1004-41226	462.89
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	ANIMAL SHELTER	101-1006-41226	173.21
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	POLICE DEPT	101-1007-41226	1,449.44
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	ANIMAL CONTROL	101-1008-41226	84.62
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	PARKS & RECREATION	101-1009-41226	179.95
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	STREET DEPT	101-1011-41226	311.88
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	FACILITY MANAGEMENT	101-1014-41226	183.46
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	LIBRARY	101-1016-41226	237.16
JAMES DRYDEN	0000890	06/12/2026	PROPERTY APPRAISALS	101-1010-48598	1,625.00
TYLER TECHNOLOGIES INC	025-553778	06/12/2026	POSITION BUDGETING	101-1004-43815	314.29
BRADY INDUSTRIES LLC	11821452	06/12/2026	5 DIAL BASIC SOAP	101-1014-44607	561.77
T OR C HARDWARE INC	186312	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	32.93
T OR C HARDWARE INC	186317	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	25.87
T OR C HARDWARE INC	186346	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	4.43
T OR C HARDWARE INC	186349	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	19.17
T OR C HARDWARE INC	186350	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	19.99
T OR C HARDWARE INC	186390	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	61.98
T OR C HARDWARE INC	186428	06/12/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	2.90
T OR C HARDWARE INC	186454	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	4.84
T OR C HARDWARE INC	186496	06/12/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	38.27

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T OR C HARDWARE INC	186525	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	349.99
T OR C HARDWARE INC	186526	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	48.80
T OR C HARDWARE INC	186530	06/12/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	361.69
T OR C HARDWARE INC	186537	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	24.08
T OR C HARDWARE INC	186538	06/12/2026	FS 94 R-Z BRUSHCUTTER	101-1009-44607	429.99
T OR C HARDWARE INC	186546	06/12/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	123.38
T OR C HARDWARE INC	186559	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	42.44
T OR C HARDWARE INC	186573	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	5.94
T OR C HARDWARE INC	186581	06/12/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	9.83
T OR C HARDWARE INC	186608	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	16.99
T OR C HARDWARE INC	186626	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	10.31
T OR C HARDWARE INC	186627	06/12/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	42.13
T OR C HARDWARE INC	186633	06/12/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	23.67
T OR C HARDWARE INC	186665	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	19.38
T OR C HARDWARE INC	186678	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	30.72
T OR C HARDWARE INC	186687	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	27.35
T OR C HARDWARE INC	186688	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	11.59
T OR C HARDWARE INC	186725	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	4.32
T OR C HARDWARE INC	186763	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	80.42
T OR C HARDWARE INC	186764	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1009-44607	21.23
T OR C HARDWARE INC	186776	06/12/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	7.74
AMAZON CAPITAL SERVICES I...	1D34-7KGW-L1QK	06/12/2026	HPE Networking Instant On Se...	101-1016-44613	372.96
AMAZON CAPITAL SERVICES I...	1D34-7KGW-L1QK	06/12/2026	HPE Networking Instant On Sw...	101-1016-44613	1,451.73
AMAZON CAPITAL SERVICES I...	1FP1-D1DC-WCT9	06/12/2026	2X DISPLAYPORT TO VGA ADA...	101-1004-44607	14.95
AMAZON CAPITAL SERVICES I...	1FP1-D1DC-WCT9	06/12/2026	2X HDMI TO VGA ADAPTER	101-1004-44607	9.98
AMAZON CAPITAL SERVICES I...	1FP1-D1DC-WCT9	06/12/2026	PACKING TAPE DISPENSER + B...	101-1004-44607	38.36
AMAZON CAPITAL SERVICES I...	1FP1-D1DC-WCT9	06/12/2026	CISCO 8 PORT UNMANAGED ...	101-1004-44607	60.60
AMAZON CAPITAL SERVICES I...	1NMY-M9DR-YFCP	06/12/2026	HUSQVARNA TITANIUM XPRO...	101-1009-44607	416.04
AMAZON CAPITAL SERVICES I...	1NMY-M9DR-YFCP	06/12/2026	SHIPPING	101-1009-44607	4.32
AMAZON CAPITAL SERVICES I...	1NMY-M9DR-YFCP	06/12/2026	RAIN BIRD DRIP KIT BAG	101-1009-44607	84.96
AMAZON CAPITAL SERVICES I...	1NMY-M9DR-YFCP	06/12/2026	FAYMART LIGHTING 8IN. BLA...	101-1009-44607	116.18
AMAZON CAPITAL SERVICES I...	1NMY-M9DR-YFCP	06/12/2026	GORDON'S AMINE 400 2,4-D ...	101-1009-44607	281.94
SIERRA ELECTRIC CO-OP INC	2154 - 6/2/2026	06/12/2026	AIRPORT - ELECTRIC	101-1018-43780	1,263.08
JARAMILLO ACCOUNTING GR...	2811	06/12/2026	RFP YEAR 1 OF 4- FY AUDIT SE...	101-1018-48596	17,015.51
ALARM CONTROL TECHNOLOG...	42937	06/12/2026	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	42938	06/12/2026	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
OFFICE DEPOT	470275120001	06/12/2026	2PK CLIPBOARDS	101-1007-44606	9.98
OFFICE DEPOT	470275120001	06/12/2026	2- 12PK 5X8 LEGAL PADS	101-1007-44606	8.84
OFFICE DEPOT	470275120001	06/12/2026	2- 12 PK 8.5 X 11 LEGAL PADS	101-1007-44606	16.46
OFFICE DEPOT	470275120001	06/12/2026	2- 12PK BLACK SHARPIE PENS	101-1007-44606	19.78
OFFICE DEPOT	470275120001	06/12/2026	2-BROTHER LABEL MAKER TA...	101-1007-44606	35.88
OFFICE DEPOT	470275120001	06/12/2026	3- 2 PK LYSOL SPRAY	101-1007-44606	48.27
OFFICE DEPOT	470275120001	06/12/2026	5 - 10 REAMS PRINTER PAPER	101-1007-44606	220.51
OFFICE DEPOT	470275120001	06/12/2026	10PK CLEANING DUSTER SPR...	101-1007-44606	49.99
OFFICE DEPOT	470275644001	06/12/2026	25PK 8GB FLASH DRIVES	101-1007-44606	105.89
OFFICE DEPOT	470275645001	06/12/2026	2- 12 PK BLUE SHARPIE PENS	101-1007-44606	19.78
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	HAND SOAP REFILL	101-1006-44607	5.97
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	TOILET CLEANER	101-1006-44607	5.24
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	LAUNDRY DETERGENT	101-1006-44607	15.98
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	PAPER TOWELS	101-1006-44607	6.97
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	DRAIN CLEANER	101-1006-44607	16.48
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	WINDEX	101-1006-44607	6.96
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	TOILET PAPER	101-1006-44607	25.94
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	TRASH BAGS	101-1006-44607	35.91
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	ZEVP INSECT TRAP	101-1006-44607	29.94
CITY MANAGER BANK OF AM...	5/31/2026 - CM	06/12/2026	LODGING (CROWN PLAZA) - G...	101-1003-42310	304.46
FINANCE BANK OF AMERICA	5/31/2026 - FI	06/12/2026	BACKGROUND CHECKS - NH A...	101-1004-48599	505.90
FINANCE BANK OF AMERICA	5/31/2026 - FI	06/12/2026	ISO BUSTER ENTERPRISE FOR ...	101-1010-43770	61.27
PARKS AND REC BANK OF AM...	5/31/2026 - PA	06/12/2026	RGC MNS FOREMAN CT BOOT...	101-1009-44615	99.99
PARKS AND REC BANK OF AM...	5/31/2026 - PA	06/12/2026	RGC MENS STMOC 10W	101-1009-44615	109.99

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POLICE DEPARTMENT BANK O...	5/31/2026 - PD	06/12/2026	LODGING FOR TRAINING - JA...	101-1007-42310	50.16
POLICE DEPARTMENT BANK O...	5/31/2026 - PD	06/12/2026	LODGING FOR BASIC MEDIA T...	101-1008-42720	11.90
SIERRA COUNTY SENTINEL	5090	06/12/2026	HELP WANTED ADS - FY23-24 ...	101-1004-43740	442.17
SIERRA ELECTRIC CO-OP INC	5764 - 6/2/2026	06/12/2026	MIMS AREA - ELECTRIC	101-1018-43780	638.02
SIERRA ELECTRIC CO-OP INC	5873 - 6/2/2026	06/12/2026	WA METER ROUTERS	101-1018-43780	84.54
SIERRA VISTA HOSPITAL SIERR...	6/08/2026	06/12/2026	COLLECTION DRUG TEST FEE ...	101-1004-48599	216.00
SIERRA VISTA HOSPITAL SIERR...	6/8/2026	06/12/2026	OPEN PO HOSPITAL GRT DISTR...	101-1017-48599	53,915.20
QUEST DIAGNOSTICS INC	9221177510	06/12/2026	OPEN PO DRAWDOWN FOR S...	101-1004-48599	547.65
TALON SEPTIC & POTTY SERVI...	13877	06/12/2026	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,100.00
CITY MANAGER BANK OF AM...	05/31/2026 - CM	06/16/2026	GOV. BODY MOLI LEVEL II REG...	101-1000-42720	1,000.00
ADVANCED BUILDING SOLUTI...	002	06/18/2026	ANNEX BUILDING EXTERIOR R...	101-1014-43403	6,530.00
ADVANCED BUILDING SOLUTI...	002	06/18/2026	UPGRADED PRODUCTS	101-1014-43403	3,251.25
TREVER PORTER	06122026	06/18/2026	DEPOSIT REFUND 6/12 -6/14/...	101-1099-34348	650.00
AMAZON CAPITAL SERVICES I...	1N3Y-JT4X-NYKC	06/18/2026	FINANCE OFFICE SUPPLIES OR...	101-1004-44606	478.09
AMAZON CAPITAL SERVICES I...	1YJW-3JYD-4T77	06/18/2026	CRAFTSMAN MECHANICS TOO...	101-1009-44607	198.00
AMAZON CAPITAL SERVICES I...	1YJW-3JYD-4T77	06/18/2026	SHIPPING	101-1009-44607	2.67
STANTEC CONSULTING SERVI...	2573967 - 82727	06/18/2026	GENERAL DEVELOPMENT ASSI...	101-1010-48598	1,731.30
STANTEC CONSULTING SERVI...	2573967 - 82727	06/18/2026	NON-EXEMPT TAXES	101-1010-48598	145.26
STANTEC CONSULTING SERVI...	2573967 - 83395	06/18/2026	1520 VEATER ST. PROJECT DE...	101-1010-48598	4,636.50
STANTEC CONSULTING SERVI...	2573967 - 83395	06/18/2026	TAX (LABOR)	101-1010-48598	389.00
UNIFIRST HOLDINGS INC DBA ...	2880380921	06/18/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	65.30
UNIFIRST HOLDINGS INC DBA ...	2880383529	06/18/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	65.30
MARLIN LEASING CORPORATI...	42213006	06/18/2026	CLERKS OFFICE OPEN PO FY25...	101-1001-43465	249.74
MARLIN LEASING CORPORATI...	42213006	06/18/2026	CITY MANAGER OPEN PO FY2...	101-1003-43465	360.75
MARLIN LEASING CORPORATI...	42213006	06/18/2026	FINANCE OFFICE OPEN PO FY...	101-1004-43465	299.70
MARLIN LEASING CORPORATI...	42213006	06/18/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43465	599.40
MARLIN LEASING CORPORATI...	42213006	06/18/2026	PARKS DEPT OPEN PO FY25/26	101-1009-43465	249.74
MARLIN LEASING CORPORATI...	42213006	06/18/2026	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.92
SIERRA COUNTY SENTINEL	5089 - CL	06/18/2026	FY 25/26 PUBLICATIONS	101-1001-43740	176.96
CHAPARRAL SURVEYING LLC	6/10/2026	06/18/2026	NMGRT	101-1009-48599	167.19
CHAPARRAL SURVEYING LLC	6/10/2026	06/18/2026	TRAIL EASEMENT SURVEY	101-1009-48599	2,500.00
CITY UTILITIES	6/15/2026	06/18/2026	ELECTRIC DEPT LANDFILL	101-1018-43780	66.16
CITY UTILITIES	6/15/2026	06/18/2026	PARKS DEPT LANDFILL	101-1018-43780	72.77
CITY UTILITIES	6/15/2026	06/18/2026	SANITATION DEPT LANDFILL	101-1018-43780	41,854.33
CITY UTILITIES	6/15/2026	06/18/2026	AIRPORT LANDFILL	101-1018-43780	22.05
CITY UTILITIES	6/9 & 6/16/2026	06/18/2026	CEMETERY CYCLE A & B UTILIT...	101-1018-43780	1,162.59
CITY UTILITIES	6/9 & 6/16/2026	06/18/2026	GOLF COURSE CYCLE A & B UT...	101-1018-43780	1,409.95
CITY UTILITIES	6/9 & 6/16/2026	06/18/2026	WASTE WATER DEPT CYCLE A...	101-1018-43780	1,893.56
CITY UTILITIES	6/9 & 6/16/2026	06/18/2026	ELECTRIC DEPT CYCLE A & B U...	101-1018-43780	222.55
CITY UTILITIES	6/9 & 6/16/2026	06/18/2026	WATER DEPT CYCLE A & B UTIL...	101-1018-43780	350.30
CITY UTILITIES	6/9 & 6/16/2026	06/18/2026	GENERAL CYCLE A & B UTILITI...	101-1018-43780	4,206.84
WORKQUEST DBA HORIZONS ...	SINV052163	06/18/2026	RENTAL FEE	101-1004-43999	4.94
WORKQUEST DBA HORIZONS ...	SINV052163	06/18/2026	DOCUMENTS DESTRUCTION &...	101-1004-43999	45.75
GANNETT MEDIA CORP	0007701094	06/26/2026	RFP #2026-05-006 PER WAST...	101-1010-43740	77.18
LAWRENCE LYTE	06222026	06/26/2026	DEPOSIT REFUND 6/19/26 RA...	101-1099-34348	25.00
JESSICA MORGAN	06222026	06/26/2026	DEPOSIT REFUND 6/19/26 TA...	101-1099-34348	50.00
WINDSTREAM CORPORATION	101131348 - 6/18/26	06/26/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	97.96
WEX BANK	112930373 - AS	06/26/2026	GAS FOR TRANSPORT	101-1006-43316	146.34
WEX BANK	112930373 - CM	06/26/2026	OPEN PO FOR FUEL FY 25/26	101-1003-43316	95.75
WEX BANK	112930373 - CO	06/26/2026	OEPN PO FOR CODES/ACO FU...	101-1008-43316	740.20
WEX BANK	112930373 - FM	06/26/2026	WEX BANK FUEL CARD OPEN P...	101-1014-43316	629.07
WEX BANK	112930373 - PD	06/26/2026	OPEN PO FOR FUEL (FY 2026)	101-1007-43316	8,729.02
TURTLEBACK PEST CONTROL I...	115040	06/26/2026	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,074.00
WILSON & COMPANY INC ENG...	151717	06/26/2026	CHANGE ORDER 1	101-1010-48598	2,960.71
WILSON & COMPANY INC ENG...	151717	06/26/2026	OPEN PO GRANT MANAGEM...	101-1010-48598	780.34
AMAZON CAPITAL SERVICES I...	1JQK-VGQV-P9Q7	06/26/2026	MILWAUKEE M18 CORDLESS L...	101-1009-44607	726.69
AMAZON CAPITAL SERVICES I...	1JQK-VGQV-P9Q7	06/26/2026	MILWAUKEE 48-11-1850R M1...	101-1009-44607	138.89
AMAZON CAPITAL SERVICES I...	1VLT-G94J-K6N9	06/26/2026	MILWAUKEE 2626-20 M18 18...	101-1009-44607	119.47
ALBUQUERQUE PUBLISHING ...	403020	06/26/2026	LEGAL AD: RFP #2026-05-006 ...	101-1010-43740	117.19
SIERRA COUNTY SENTINEL	5107	06/26/2026	LEGAL AD: RFP #2026-05-006 ...	101-1010-43740	116.22

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA VISTA HOSPITAL SIERR...	6/25/2026	06/26/2026	OPEN PO HOSPITAL GRT DISTR..	101-1017-48599	43,978.76
VERIZON WIRELESS	6146154289	06/26/2026	COMMISSION OPEN PO FY25/...	101-1000-43775	154.84
VERIZON WIRELESS	6146154289	06/26/2026	CITY CLERK OPEN PO FY25/26	101-1001-43775	230.53
VERIZON WIRELESS	6146154289	06/26/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	224.31
VERIZON WIRELESS	6146154289	06/26/2026	FINANCE OPEN PO FY25/26	101-1004-43775	218.04
VERIZON WIRELESS	6146154289	06/26/2026	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	141.85
VERIZON WIRELESS	6146154289	06/26/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43775	1,032.99
VERIZON WIRELESS	6146154289	06/26/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.28
VERIZON WIRELESS	6146154289	06/26/2026	PARKS DEPT OPEN PO FY25/26	101-1009-43775	126.01
VERIZON WIRELESS	6146154289	06/26/2026	COMMUNITY DEVELOPEMENT...	101-1010-43775	43.14
VERIZON WIRELESS	6146154289	06/26/2026	STREETS DEPT OPEN PO FY25/...	101-1011-43775	168.89
VERIZON WIRELESS	6146154289	06/26/2026	FACILITIES MAINT OPEN PO F...	101-1014-43775	100.54
TESTONS FREEWAY CHEVRON	6889	06/26/2026	OPEN PO FUEL PURCHASES FY...	101-1013-43316	88.03
TESTONS FREEWAY CHEVRON	6890	06/26/2026	ANIMAL SHELTER FUEL	101-1006-43316	174.09
TESTONS FREEWAY CHEVRON	6892	06/26/2026	OPEN PO - UNLEADED/DIESEL ...	101-1009-43316	1,810.47
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	CITY MANAGER'S OFFICE	101-1003-41226	190.46
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	FINANCE / ADMIN SERVICES	101-1004-41226	466.78
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	ANIMAL SHELTER	101-1006-41226	173.21
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	POLICE DEPT	101-1007-41226	1,457.40
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	ANIMAL CONTROL	101-1008-41226	105.06
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	PARKS & RECREATION	101-1009-41226	179.95
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	STREET DEPT	101-1011-41226	312.22
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	COMMUNITY SERVICES	101-1013-41226	85.58
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	FACILITY MANAGEMENT	101-1014-41226	211.44
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	LIBRARY	101-1016-41226	237.16
WORKQUEST DBA HORIZONS ...	SINV052298	06/26/2026	BANKERS' BOX (16)	101-1001-43999	77.49
WORKQUEST DBA HORIZONS ...	SINV052298	06/26/2026	BOX LOADING FEE	101-1001-43999	30.20
JAMES DRYDEN	0000904	06/29/2026	APPRAISAL REPORTS - ACCTS. ...	101-1010-48598	1,625.85
RIANNON PADILLA	06242026	06/29/2026	DEPOSIT REFUND 6/27/2026 C...	101-1099-34348	250.00
CYNTHIA GARCIA	06242026	06/29/2026	DEPOSIT REFUND 6/27/26 RA...	101-1099-34348	25.00
AMAZON CAPITAL SERVICES I...	1M93-1T1X-HPNJ	06/29/2026	2 PORTABLE SWAMP COOLER	101-1006-45607	649.98
AMAZON CAPITAL SERVICES I...	1M93-1T1X-HPNJ	06/29/2026	SHIPPING	101-1006-45607	6.99
DOCUMENT SOLUTION INC	422198	06/29/2026	CITY CLERK OFFICE SHARP OV...	101-1001-43465	486.51
DOCUMENT SOLUTION INC	422198	06/29/2026	CITY MANAGER OFFIC SHARP ...	101-1003-43465	411.27
DOCUMENT SOLUTION INC	422198	06/29/2026	FINANCE OFFICE SHARP OVER...	101-1004-43465	469.15
DOCUMENT SOLUTION INC	422198	06/29/2026	POLICE DEPT SHARP OVERAGE...	101-1007-43465	236.38
DOCUMENT SOLUTION INC	422198	06/29/2026	PARKS DEPT SHARP OVERAGE...	101-1009-43465	7.96
DOCUMENT SOLUTION INC	422198	06/29/2026	FACILITY MAINT SHARP OVER...	101-1014-43465	16.64
TDS	6/25/2026	06/29/2026	014-044-1371	101-1018-43780	440.14
TDS	6/25/2026	06/29/2026	014-044-1353	101-1018-43780	440.14
TDS	6/25/2026	06/29/2026	014-044-1369	101-1018-43780	149.00
TDS	6/25/2026	06/29/2026	014-044-1372	101-1018-43780	440.14
TDS	6/25/2026	06/29/2026	014-044-1351	101-1018-43780	440.14
TDS	6/25/2026	06/29/2026	014-044-1348	101-1018-43780	440.14
TDS	6/25/2026	06/29/2026	014-044-1373	101-1018-43780	440.14
TDS	6/25/2026	06/29/2026	014-044-1402	101-1018-43780	440.14
TDS	6/25/2026	06/29/2026	014-044-1553	101-1018-43780	221.02
TDS	6/25/2026	06/29/2026	014-044-1618	101-1018-43780	189.89
TDS	6/25/2026	06/29/2026	014-044-1537	101-1018-43780	149.00
TDS	6/25/2026	06/29/2026	014-044-1352	101-1018-43780	440.14
TDS	6/25/2026	06/29/2026	014-044-1526	101-1018-43780	129.95
NEW MEXICO GAS COMPANY ...	6/25/2026	06/29/2026	SANITATION DEPT	101-1018-43780	33.92
NEW MEXICO GAS COMPANY ...	6/25/2026	06/29/2026	ELECTRIC DEPT	101-1018-43780	33.59
TDS	6/25/2026	06/29/2026	014-044-1406	101-1018-43780	600.00
NEW MEXICO GAS COMPANY ...	6/25/2026	06/29/2026	WASTE WATER DEPT	101-1018-43780	36.41
NEW MEXICO GAS COMPANY ...	6/25/2026	06/29/2026	WATER DEPT	101-1018-43780	37.03
NEW MEXICO GAS COMPANY ...	6/25/2026	06/29/2026	POOL	101-1018-43780	335.51
NEW MEXICO GAS COMPANY ...	6/25/2026	06/29/2026	GENERAL	101-1018-43780	493.85

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TDS	6/25/2026	06/29/2026	014-044-1828	101-1018-43780	1,350.14
VERIZON WIRELESS	6147022167	06/29/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43775	193.55
VERIZON WIRELESS	6147022167	06/29/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.84
POLICARPIO V BUSTAMANTE ...	006.2026	06/30/2026	OPEN PO - LANDSCAPE SERVI...	101-1009-47415	1,000.00
UNIFIRST HOLDINGS INC DBA ...	2880386018	06/30/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	65.30
UNIFIRST HOLDINGS INC DBA ...	2880388284	06/30/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	65.30
UNIFIRST HOLDINGS INC DBA ...	2880390326	06/30/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	65.30
SIERRA COUNTY SENTINEL	5097	06/30/2026	EMERGENCY MENTAL HEALTH...	101-1007-43740	97.54
SIERRA COUNTY SENTINEL	5177	06/30/2026	HELP WANTED ADS - FY23-24 -...	101-1004-43740	442.17
CITY UTILITIES	6/25 & 6/30/26	06/30/2026	UTILITY BILLING OFFICE CYCLE...	101-1018-43780	338.48
CITY UTILITIES	6/25 & 6/30/26	06/30/2026	SANITATION DEPT CYCLE C & D...	101-1018-43780	1,057.85
CITY UTILITIES	6/25 & 6/30/26	06/30/2026	POOL CYCLE C & D UTILITIES	101-1018-43780	1,221.40
CITY UTILITIES	6/25 & 6/30/26	06/30/2026	ELECTRIC DEPT CYCLE C & D U...	101-1018-43780	4,993.38
CITY UTILITIES	6/25 & 6/30/26	06/30/2026	WASTE WATER DEPT CYCLE C ...	101-1018-43780	10,040.06
CITY UTILITIES	6/25 & 6/30/26	06/30/2026	WATER DEPT CYCLE C & D UTIL...	101-1018-43780	14,910.87
CITY UTILITIES	6/25 & 6/30/26	06/30/2026	GENERAL CYCLE C & D UTILITI...	101-1018-43780	10,259.08
THE LINE LLC	69263	06/30/2026	OPEN PO FOR CODES UNIFO...	101-1008-42620	391.50
DESERT GRAPHICS INC	7236	06/30/2026	SIGN FRAME BLACK - RALPH E...	101-1009-48599	800.00
Fund 101 - General Total:					301,214.02

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	6/1/2026	06/12/2026	HOLDING OF PRISONERS FY25...	201-1903-48710	1,760.00
Fund 201 - Corrections Total:					1,760.00

Fund: 209 - Fire

XEROX CORP OLD	025729542	06/05/2026	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
K3 RESEARCH LLC	1796	06/05/2026	SAFETY FEATURES	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	ELHART UHP PISTOL GRIP NO...	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	ELECTRICAL	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	TANK	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	PANEL	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	HOSE REEL	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	EXTRAS	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	SHIPPING	209-1603-80810	1,850.00
K3 RESEARCH LLC	1796	06/05/2026	DD-20 250-12-AW-AF-RD 72" ...	209-1603-80810	37,500.00
K3 RESEARCH LLC	1796	06/05/2026	SPECIFICATIONS	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	PUMP	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	ADDED AMOUNTS ON LINES ...	209-1603-80810	-0.11
K3 RESEARCH LLC	1796	06/05/2026	PUMP HOUSE	209-1603-80810	0.01
K3 RESEARCH LLC	1796	06/05/2026	ENGIN/DRIVETRAIN	209-1603-80810	0.01
LYNNS LANDSCAPE	3347	06/05/2026	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
DOCUMENT SOLUTION INC	418999	06/05/2026	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	4.21
MORNING STAR SPORTS LLC	69740	06/05/2026	ITEM # EP-100-4 4"EMBROIDE...	209-1603-44613	433.50
MORNING STAR SPORTS LLC	69741	06/05/2026	48101 LICENSE PLATE 24 PT ...	209-1603-44613	403.70
MUNICIPAL EMERGENCY SERV...	IN2500580	06/12/2026	5-PACK HEAVY DUTY COLLAPS...	209-1603-44607	165.00
AMAZON CAPITAL SERVICES I...	1NVD-RTM1-GWHW	06/18/2026	ESSENTIALS OF FIRE FIGHTING...	209-1603-42720	797.94
LYNNS LANDSCAPE	3432	06/18/2026	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
MARLIN LEASING CORPORATI...	42213006	06/18/2026	FIRE DEPT OPEN PO FY25/26	209-1603-43465	249.74
CITY UTILITIES	6/9 & 6/16/2026	06/18/2026	FIRE DEPT CYCLE A & B UTILIT...	209-1603-43780	443.45
MUNICIPAL EMERGENCY SERV...	IN2510104	06/18/2026	HUSKY SALVAGE COVER - 10 ...	209-1603-44607	680.00
WINDSTREAM CORPORATION	100377628 - 6/16/26	06/26/2026	FIRE DEPT OPEN PO FY25/26	209-1603-43775	144.70
THREE CROSSES MAINTENAN...	160	06/26/2026	ONAN GENERATOR LABOR - T...	209-1603-43999	375.00
THREE CROSSES MAINTENAN...	160	06/26/2026	TAX (LABOR)	209-1603-43999	98.46
THREE CROSSES MAINTENAN...	160	06/26/2026	MILEAGE (148)	209-1603-43999	111.00
THREE CROSSES MAINTENAN...	160	06/26/2026	TRAVEL (2.5)	209-1603-43999	312.50
THREE CROSSES MAINTENAN...	160	06/26/2026	PARTS - FILTERS, OIL & 31 D B...	209-1603-43999	375.00
HIGH PLAINS FIRE SERVICES L...	20327	06/26/2026	EXTENSION LADDER TEST (7)	209-1603-47420	420.00
HIGH PLAINS FIRE SERVICES L...	20327	06/26/2026	HOSE TESTING (12,525)	209-1603-47420	3,998.75
HIGH PLAINS FIRE SERVICES L...	20327	06/26/2026	FOLDING LADDER TEST (7)	209-1603-47420	210.00
HIGH PLAINS FIRE SERVICES L...	20327	06/26/2026	TRAVEL FEE (2)	209-1603-47420	1,368.00
HIGH PLAINS FIRE SERVICES L...	20327	06/26/2026	TAX	209-1603-47420	325.68
HIGH PLAINS FIRE SERVICES L...	20327	06/26/2026	ROOF LADDER TEST (8)	209-1603-47420	480.00

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	6146154289	06/26/2026	FIRE DEPT OPEN PO FY25/26	209-1603-43775	123.19
TESTONS FREEWAY CHEVRON	6893	06/26/2026	OPEN PO FOR GAS/FUEL FY 25...	209-1603-43316	497.05
DOCUMENT SOLUTION INC	422198	06/29/2026	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	4.34
NEW MEXICO GAS COMPANY ...	6/25/2026	06/29/2026	FIRE DEPT	209-1603-43780	82.75
CITY UTILITIES	6/25 & 6/30/26	06/30/2026	FIRE DEPT CYCLE C & D UTILIT...	209-1603-43780	495.96
Fund 209 - Fire Total:					53,252.78

Fund: 211 - Law Enforce Prot

GALLS PARENT HOLDINGS LLC...	035120580	06/12/2026	SHIPPING	211-2003-44573	7.42
GALLS PARENT HOLDINGS LLC...	035120580	06/12/2026	2- HYBRID PERFORMANCE SHI...	211-2003-44573	97.60
GALLS PARENT HOLDINGS LLC...	035120580	06/12/2026	DOUBLE MAG POUCH	211-2003-44573	56.00
GALLS PARENT HOLDINGS LLC...	035162057	06/12/2026	SHIPPING	211-2003-44573	19.83
GALLS PARENT HOLDINGS LLC...	035162057	06/12/2026	2- HIDDEN CARGO PANTS & H...	211-2003-44573	136.38
GALLS PARENT HOLDINGS LLC...	035162057	06/12/2026	4- HIDDEN CARGO PANTS & H...	211-2003-44573	272.76
NM DEPT OF PUBLIC SAFETY T...	2026-A1079	06/12/2026	COMMAND CERTIFICATION F...	211-2003-42535	100.00
NM DEPT OF PUBLIC SAFETY T...	2026-A576	06/12/2026	INTERMEDIATE CERTIFICATIO...	211-2003-42535	25.00
NM DEPT OF PUBLIC SAFETY T...	2026-A577	06/12/2026	ADVANCED CERTIFICATION FEE	211-2003-42535	35.00
NM DEPT OF PUBLIC SAFETY T...	2026-A578	06/12/2026	FIRST LINE SUPERVISOR FEE	211-2003-42535	50.00
POLICE DEPARTMENT BANK O...	5/31/2026 - PD	06/12/2026	HOTEL FOR FIESTA OFFICERS ...	211-2003-42310	251.90
POLICE DEPARTMENT BANK O...	5/31/2026 - PD	06/12/2026	LODGING SESSION V CORE CL...	211-2003-42310	523.65
POLICE DEPARTMENT BANK O...	5/31/2026 - PD	06/12/2026	DEPARTMENT CHALLENGE CO...	211-2003-44573	3,105.00
BMC TACTICAL LLC	543	06/12/2026	50 X 200 WINCHESTER USA 9...	211-2003-44607	3,242.00
GALLS PARENT HOLDINGS LLC...	035465535	06/30/2026	2- T-6 SERGE PANTS & HEMM...	211-2003-44573	139.58
GALLS PARENT HOLDINGS LLC...	035465535	06/30/2026	SHIPPING	211-2003-44573	6.75
GUNHERS LLC	2026-629	06/30/2026	500 RND5 380 SUTY AMMO	211-2003-44607	329.90
GUNHERS LLC	2026-629	06/30/2026	200 RND5 38 SPECIAL AMMO ...	211-2003-44607	379.90
GUNHERS LLC	2026-629	06/30/2026	500 RND5 38 SPECIAL AMMO ...	211-2003-44607	399.85
GUNHERS LLC	2026-629	06/30/2026	1500 RND5 223 TRAINING A...	211-2003-44607	1,260.00
KAUFMANS WEST LLC	21262V	06/30/2026	UNIFORM ITEMS AND EQUIP...	211-2003-44573	1,756.36
KAUFMANS WEST LLC	21262V	06/30/2026	BOOTS FOR ACADEMY	211-2003-44615	220.00
TACONE CONSULTING	2326	06/30/2026	ACTIVE SHOOTER TRAINING (4)	211-2003-42535	1,400.00
DEPARTMENT OF FINANCE A...	6/30/2026	06/30/2026	LEPF REVERSION	211-2003-44613	4,473.32
ENCHANTED TECHNOLOGY SO...	INV-260082	06/30/2026	5 - L-TRON 4910LR MICROPH...	211-2003-44607	2,647.50
ENCHANTED TECHNOLOGY SO...	INV-260082	06/30/2026	5 - POCKETJET, RUGGEDJET C...	211-2003-44607	142.50
ENCHANTED TECHNOLOGY SO...	INV-260082	06/30/2026	5 - IN-VEHICLE MOUNT	211-2003-44607	592.30
ENCHANTED TECHNOLOGY SO...	INV-260082	06/30/2026	5 - BROTHER POCKETJET 8	211-2003-44607	1,963.40
ENCHANTED TECHNOLOGY SO...	INV-260082	06/30/2026	5 - USB CABLE TYPE A TO C	211-2003-44607	133.00
Fund 211 - Law Enforce Prot Total:					23,766.90

Fund: 214 - Lodgers Tax

AMAZON CAPITAL SERVICES I...	1TNK-33QH-47QN	06/05/2026	COMMERCIAL REFRIGERATOR ...	214-2503-43403	999.99
GERONIMO TRAIL SCENIC BY...	5/2/2026	06/05/2026	FY 25/26 STATEWIDE BROCH...	214-2560-60725	44.40
CHAMBER OF COMMERCE	5/20/2026	06/05/2026	FY 25/26 Chamber of Commer...	214-2560-60725	3,414.02
SIERRA COUNTY ROCK & GEM...	5/25/2026	06/05/2026	2026 ROCK AND GEM SHOW ...	214-2560-60725	6,326.27
GERONIMO TRAIL SCENIC BY...	5/26/2026	06/05/2026	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	185.98
GERONIMO TRAIL SCENIC BY...	5/26/2026	06/05/2026	FY 25/26 SUBRECIPIENT ALLO...	214-2560-60725	322.35
GERONIMO TRAIL SCENIC BY...	5/27/2026	06/05/2026	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	508.37
SIERRA COUNTY ROCK & GEM...	5/27/2026	06/05/2026	2026 ROCK AND GEM SHOW ...	214-2560-60725	2,889.42
SIERRA COUNTY SHERIFFS PO...	5/27/2026	06/05/2026	FY 25-26 SHERRIFS POSSE FIES...	214-2560-60725	6,185.50
SIERRA COUNTY ARTS COUNCIL	5/28/2026	06/05/2026	ARTS DESTINATION MARKETI...	214-2560-60725	9,156.69
SIERRA COUNTY ROCK & GEM...	5/29/2026	06/05/2026	2026 ROCK AND GEM SHOW ...	214-2560-60725	6,418.42
INTEGRATED ENVIRONMENTA...	577	06/05/2026	RENTAL FEE FOR 523 BROAD...	214-2540-60725	2,000.00
MATTHEW 25 FOOD PANTRY ...	6/2/2026	06/05/2026	FY 25/26 SUBRECIPIENT AGRE...	214-2540-60725	2,500.00
DOMESTIC ABUSE INTERVENT...	6/3/2026	06/05/2026	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	875.00
THE CLUB OF SIERRA COUNTY	6/3/2026	06/05/2026	FY25/26 SUBRECIPIENT AGRE...	214-2540-60725	2,500.00
SIERRA JOINT OFFICE ON AGI...	6/4/2026	06/05/2026	OPEN PO FOR FY 25/26 SUBR...	214-2540-60725	6,250.00
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	LODGERS TAX	214-2503-41226	55.82
T OR C HARDWARE INC	186535	06/12/2026	OPEN PO DRAWDOWN FOR FI...	214-2503-44608	32.10
T OR C HARDWARE INC	186705	06/12/2026	OPEN PO DRAWDOWN FOR FI...	214-2503-44608	125.85
T OR C HARDWARE INC	186707	06/12/2026	OPEN PO DRAWDOWN FOR FI...	214-2503-44608	18.35
T OR C HARDWARE INC	186790	06/12/2026	OPEN PO DRAWDOWN FOR FI...	214-2503-44608	134.62
T OR C HARDWARE INC	186794	06/12/2026	OPEN PO DRAWDOWN FOR FI...	214-2503-44608	4.11

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GOLF COURSE BANK OF AMER...	5/31/2026 - GO	06/12/2026	PAYPAL CHARGE 4%	214-2503-44608	390.25
GOLF COURSE BANK OF AMER...	5/31/2026 - GO	06/12/2026	SHIPPING	214-2503-44608	748.00
GOLF COURSE BANK OF AMER...	5/31/2026 - GO	06/12/2026	PURCHASE OF SPRINKLERS (88)	214-2503-44608	8,788.56
T OR C HARDWARE INC	83433	06/12/2026	OPEN PO DRAWDOWN FOR FL...	214-2503-44608	144.81
ADVANCED BUILDING SOLUTI...	0001	06/18/2026	TAX	214-2503-44608	74.22
ADVANCED BUILDING SOLUTI...	0001	06/18/2026	BLOWER MATERIALS AND LA...	214-2503-44608	886.16
SUNNY 505	004835	06/18/2026	NM GRT	214-2560-60725	553.15
SUNNY 505	004835	06/18/2026	FY 25/26 ADVERTISING CONTI...	214-2560-60725	6,604.77
SIERRA COUNTY SENTINEL	4982	06/18/2026	PIO PRINT ADS	214-2540-60725	1,502.08
SIERRA COUNTY SENTINEL	5089 - PIO	06/18/2026	PIO PRINT ADS	214-2540-60725	1,001.38
COMPANION ANIMAL ACTION...	6/10/2026	06/18/2026	OPEN PO FOR FY 25/26 SUBR...	214-2540-60725	375.00
MAINSTREET TRUTH OR CONS...	6/5/2026	06/18/2026	CONCERT SOUND EQUIPMENT	214-2560-60725	11,275.49
MAINSTREET TRUTH OR CONS...	6/9/2026	06/18/2026	SENTINEL AD	214-2540-60725	227.59
MAINSTREET TRUTH OR CONS...	6/9/2026	06/18/2026	TALON SEPTIC	214-2540-60725	300.00
MAINSTREET TRUTH OR CONS...	6/9/2026	06/18/2026	ROCKABILLY STRANGERS	214-2540-60725	1,200.00
MAINSTREET TRUTH OR CONS...	6/9/2026	06/18/2026	STEVIE BLUETONE	214-2560-60725	400.00
TURNER ELECTRIC MOTOR INC	86196	06/18/2026	TAX (LABOR)	214-2503-44608	268.06
TURNER ELECTRIC MOTOR INC	86196	06/18/2026	LABOR	214-2503-44608	3,195.00
TURNER ELECTRIC MOTOR INC	86196	06/18/2026	PARTS	214-2503-44608	1,975.00
CITY OF ELEPHANT BUTTE NM	2026-003	06/26/2026	STAGE RENTAL: 6/5/26	214-2540-60725	250.00
VERIZON WIRELESS	6146154289	06/26/2026	PUBLIC INFORMATION OPEN ...	214-2540-43775	61.83
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	LODGERS TAX	214-2503-41226	55.82
MAINSTREET TRUTH OR CONS...	5/20/2026	06/29/2026	FIESTA MARKETING	214-2560-60725	23,241.42
MAINSTREET TRUTH OR CONS...	5/29/2026	06/29/2026	MAINSTREET MARKETING	214-2560-60725	4,405.53
SUNNY 505	004872	06/30/2026	NM GRT	214-2560-60725	552.57
SUNNY 505	004872	06/30/2026	FY 25/26 ADVERTISING CONTI...	214-2560-60725	6,597.86
Fund 214 - Lodgers Tax Total:					126,021.81

Fund: 216 - Muni Street

T OR C HARDWARE INC	186462	06/12/2026	STIHL BRUSH TRIMMERS FS 56...	216-4503-43550	519.98
T OR C HARDWARE INC	186462	06/12/2026	SQUARE SHOVEL (4)	216-4503-43550	85.13
T OR C HARDWARE INC	186462	06/12/2026	PINCH POINT BAR (2)	216-4503-43550	68.76
T OR C HARDWARE INC	186462	06/12/2026	BR 600-Z	216-4503-43550	549.99
T OR C HARDWARE INC	186462	06/12/2026	FS56C BIKE HANDLE TRIMMER...	216-4503-43550	699.98
T OR C HARDWARE INC	186502	06/12/2026	OPEN PO DRAWDOWN FOR R...	216-4503-43550	446.51
T OR C HARDWARE INC	186511	06/12/2026	OPEN PO DRAWDOWN FOR R...	216-4503-43550	146.76
T OR C HARDWARE INC	186617	06/12/2026	OPEN PO DRAWDOWN FOR R...	216-4503-43550	343.82
T OR C HARDWARE INC	186745	06/12/2026	OPEN PO DRAWDOWN FOR R...	216-4503-43550	148.89
SANCO OIL LLC	2160	06/12/2026	FUEL	216-4503-43316	125.97
SANCO OIL LLC	2167	06/12/2026	FUEL	216-4503-43316	149.86
SANCO OIL LLC	2171	06/12/2026	FUEL	216-4503-43316	194.46
SANCO OIL LLC	2172	06/12/2026	FUEL	216-4503-43316	117.98
SANCO OIL LLC	2174	06/12/2026	FUEL	216-4503-43316	455.30
SANCO OIL LLC	2181	06/12/2026	FUEL	216-4503-43316	497.48
SANCO OIL LLC	2189	06/12/2026	FUEL	216-4503-43316	195.02
CITY MANAGER BANK OF AM...	5/31/2026 - ST	06/12/2026	PER DIEM MEALS - BRENDEN ...	216-4503-42310	58.17
CITY MANAGER BANK OF AM...	5/31/2026 - ST	06/12/2026	LODGING (CROWN PLAZA) - B...	216-4503-42310	309.88
MARLIN LEASING CORPORATI...	42205531	06/18/2026	STREET DEPT OPEN PO FY25/...	216-4503-43465	204.43
WEX BANK	112930373 - ST	06/26/2026	WEX FUEL	216-4503-43316	129.90
SANCO OIL LLC	2192	06/26/2026	FUEL	216-4503-43316	158.81
SANCO OIL LLC	2194	06/26/2026	FUEL	216-4503-43316	168.99
SANCO OIL LLC	2196	06/26/2026	FUEL	216-4503-43316	466.09
SANCO OIL LLC	2202	06/26/2026	FUEL	216-4503-43316	285.93
SANCO OIL LLC	2206	06/26/2026	FUEL	216-4503-43316	171.62
SANCO OIL LLC	2207	06/26/2026	FUEL	216-4503-43316	209.67
TESTONS FREEWAY CHEVRON	6891	06/26/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	1,469.59
Fund 216 - Muni Street Total:					8,378.97

Fund: 294 - State Library

DOCUMENT SOLUTION INC	418999	06/05/2026	LIBRARY SHARP OVERAGE OP ...	294-5003-60834	83.69
MARLIN LEASING CORPORATI...	42213006	06/18/2026	LIBRARY OPEN PO FY25/26	294-5003-60834	324.66
VERIZON WIRELESS	6146154289	06/26/2026	LIBRARY OPEN PO FY25/26	294-5003-60834	117.95

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOCUMENT SOLUTION INC	422198	06/29/2026	LIBRARY SHARP OVERAGE OP...	294-5003-60834	102.72
Fund 294 - State Library Total:					629.02

Fund: 295 - Muni Pool

DESTINY MITCHELL	2026	06/12/2026	AMERICAN RED CROSS LIFEG...	295-4803-42720	1,000.00
ALEXIA VALDEZ	06052026	06/18/2026	POOL PARTY REFUND FROM 6...	295-4803-34355	150.00
JESSE REE MOORE	06112026	06/18/2026	POOL PASS REFUND	295-4803-34351	120.00
MARIA CHAVEZ	06122026	06/18/2026	POOL PARTY REFUND FROM 6...	295-4803-34355	50.00
MARLIN LEASING CORPORATI...	42213006	06/18/2026	POOL OPEN PO FY25/26	295-4803-43465	49.96
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	WOMEN'S GUARD ATHLETIC ...	295-4803-42620	52.36
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	WOMEN'S GUARD ATHLETIC ...	295-4803-42620	52.36
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	MEN'S GUARD BOARD SHORT...	295-4803-42620	116.22
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	MEN'S GUARD BOARD SHORT...	295-4803-42620	55.98
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	MEN'S GUARD BOARD SHORT...	295-4803-42620	55.98
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	WHISTLE, 3PCS EMERGENCY	295-4803-42620	5.69
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	LIFEGUARD TANK TOP_WHITE...	295-4803-42620	14.99
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	LIFEGUARD VISOR (3)	295-4803-42620	24.72
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	MEN'S GUARD BOARD SHORT...	295-4803-42620	55.98
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	FIRST AID FANNY PACK (3)	295-4803-42620	25.50
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	WOMEN'S GUARD ATHLETIC ...	295-4803-42620	50.42
AMAZON CAPITAL SERVICES I...	1QNC-JLYN-DNJM	06/26/2026	WOMEN'S GUARD ATHLETIC ...	295-4803-42620	52.36
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	HOODIE SWEATSHIRT LIFEGU...	295-4803-42620	53.90
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	HOODIE SWEATSHIRT LIFEGU...	295-4803-42620	49.88
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	LIFEGUARD STAFF T-SHIRT_R...	295-4803-42620	29.90
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	LIFEGUARD STAFF T-SHIRT_S...	295-4803-42620	30.98
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	LIFEGUARD STAFF T-SHIRT_M...	295-4803-42620	30.98
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	LIFEGUARD STAFF T-SHIRT_R...	295-4803-42620	29.90
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	LIFEGUARD TANK TOP_MEDI...	295-4803-42620	14.99
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	LIFEGUARD TANK TOP_RED ...	295-4803-42620	14.99
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	LIFEGUARD STAFF T-SHIRT_R...	295-4803-42620	29.90
AMAZON CAPITAL SERVICES I...	1QQN-XHHK-FWH9	06/26/2026	LIFEGUARD STAFF T-SHIRT_LA...	295-4803-42620	30.98
VERIZON WIRELESS	6146154289	06/26/2026	POOL OPEN PO FY25/26	295-4803-43775	68.35
Fund 295 - Muni Pool Total:					2,317.27

Fund: 296 - PD GRT

PUBLIC SAFETY PSYCHOLOGIC...	075-042	06/12/2026	ACADEMY CLEARANCE FOR H...	296-2403-48598	373.41
AMAZON CAPITAL SERVICES I...	193N-MVR7-1PGX	06/12/2026	DISPLAY PORT ADAPTERS X 2	296-2403-43999	93.10
AMAZON CAPITAL SERVICES I...	193N-MVR7-1PGX	06/12/2026	THERMAL PRINTER PAPER X 6	296-2403-43999	85.98
AMAZON CAPITAL SERVICES I...	193N-MVR7-1PGX	06/12/2026	ORANGE MARKING PAINT	296-2403-43999	83.98
CENTRALSQUARE TECHNOLOG...	462586	06/12/2026	PS PRO- RMS- SERVICES	296-2403-48598	4,719.00
CENTRALSQUARE TECHNOLOG...	462586	06/12/2026	PS - PRO - RMS ANNUAL SUBS...	296-2403-48598	19,381.05
CENTRALSQUARE TECHNOLOG...	462586	06/12/2026	TAX (SERVICE)	296-2403-48598	2,018.40
WILLIAM PHILIP BUCKLEY	5/19/2026	06/12/2026	ARCHITECTUAL SERVICES FOR...	296-2403-80805	5,403.13
POLICE DEPARTMENT BANK O...	5/31/2026 - PD	06/12/2026	GPS SERVICES FOR ANNUAL ...	296-2403-48598	162.89
WORKMED OCCUPATIONAL H...	EM011743	06/30/2026	ACADEMY MEDICAL CLEARAN...	296-2403-48598	600.48
WORKMED OCCUPATIONAL H...	EM011743	06/30/2026	CBW MEDICAL CLEARANCE F...	296-2403-48598	600.48
WORKMED OCCUPATIONAL H...	EM011917	06/30/2026	ACADEMY MEDICAL CLEARAN...	296-2403-48598	600.48
Fund 296 - PD GRT Total:					34,122.38

Fund: 299 - SPECIAL REVENUE FUNDS

ARENAS VALLEY ANIMAL CLIN...	111833	06/05/2026	BEST FRIENDS MEDICAL FUND	299-7051-48710	167.99
ARENAS VALLEY ANIMAL CLIN...	112030	06/05/2026	GETTING ANIMALS FIXED	299-7067-48598	2,655.20
ARENAS VALLEY ANIMAL CLIN...	112261	06/05/2026	BEST FRIENDS MEDICAL FUND	299-7051-48710	216.75
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	PARKING FOR FOUR DAYS	299-7073-42720	132.00
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	HOTEL	299-7073-42720	1,229.44
ANIMAL SHELTER BANK OF A...	5/31/2026 - AS	06/12/2026	MEAL EXPENSES	299-7073-42720	326.70
Fund 299 - SPECIAL REVENUE FUNDS Total:					4,728.08

Fund: 303 - Vet Wall

WINDSTREAM CORPORATION	100550724 - 6/16/26	06/26/2026	VETERANS WALL OPEN PO FY...	303-4703-43775	299.98
Fund 303 - Vet Wall Total:					299.98

Fund: 304 - Senior Grants

COYOTE HVAC LLC	299	06/09/2026	TEMP MONITORING SYSTEM	304-7071-80805	2,500.00
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AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA JOINT OFFICE ON AGI...	5/15/2026	06/18/2026	JUNIOR BILL APPROPRIATION ...	304-7075-60785	35,000.00
Fund 304 - Senior Grants Total:					37,500.00
Fund: 315 - CI Reserve					
HIGHLAND ENTERPRISES INC	4 - 2025-06-25	06/12/2026	CITY CASH MATCH	315-8010-45600	8,127.60
HIGHLAND ENTERPRISES INC	4 - 2025-06-25	06/12/2026	ENTITY SHORT FALL/COMM. ...	315-8012-45600	80,739.90
WILSON & COMPANY INC ENG...	147266	06/26/2026	PROFESSIONAL SERVICES - R...	315-8010-48598	949.70
WILSON & COMPANY INC ENG...	151817	06/30/2026	PROFESSIONAL SERVICES - R...	315-8010-48598	1,095.82
Fund 315 - CI Reserve Total:					90,913.02
Fund: 321 - WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY INC ENG...	149741	06/02/2026	WA SYSTEM PERFORMANCE I...	321-7017-80860	2,451.69
SMITHCO CONSTRUCTION INC	1 - 5/26/2026	06/12/2026	CONSTRUCTION SERVICES WS...	321-7017-80860	82,365.00
WILSON & COMPANY INC ENG...	151210	06/12/2026	WA SYSTEM PERFORMANCE I...	321-7017-80860	9,806.75
Fund 321 - WATER SYSTEM IMPROVEMENTS Total:					94,623.44
Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY INC ENG...	151222	06/09/2026	ADDITIONAL CONSTRUCTION ...	360-7044-80860	32,982.25
WILSON & COMPANY INC ENG...	151222	06/09/2026	TAX (LABOR)	360-7044-80860	2,762.26
J & H SERVICES INC	5 - 5/29/2026	06/26/2026	SHOVEL READY WA SYSTEM I...	360-7044-45600	200,864.87
J & H SERVICES INC	5 - 5/29/2026	06/26/2026	CHANGE ORDER #1	360-7044-80860	124,631.25
J & H SERVICES INC	5 - 5/29/2026	06/26/2026	CHANGE ORDER #2	360-7044-80860	59,443.69
J & H SERVICES INC	5 - 5/29/2026	06/26/2026	SHOVEL READY WA SYSTEM I...	360-7044-80860	382,426.60
COOPERATIVE EDUCATIONAL ...	24-166817	06/29/2026	MORGAN BOOSTER FLOW ME...	360-7044-80860	21,692.07
ZIA ELECTRICAL PRODUCTS	7561	06/29/2026	3/4" Multi-Jet AMI Water Met...	360-7044-80860	36,307.24
Fund 360 - NMFA PROJECTS Total:					861,110.23
Fund: 380 - OTHER STATE FUNDED PROJECTS					
PLUMA LLC	5R1	05/22/2026	FY24 GRANT AGREEMENT 419...	380-7055-80860	265,834.06
SOMOS SOLAR INC	5	06/05/2026	PROCUREMENT AND CONSTR...	380-7058-80860	8,745.09
SOMOS SOLAR INC	5	06/05/2026	GENERAL CONDITIONS	380-7058-80860	22,765.33
PLUMA LLC	6 - 5/25/2026	06/16/2026	FY24 GRANT AGREEMENT 419...	380-7055-80860	143,545.49
J & H SERVICES INC	5 - 5/29/2026	06/26/2026	SHOVEL READY - INFRASTRUCT...	380-7034-80860	72,455.67
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					513,345.64
Fund: 403 - Pledge State DEBT SERVICE					
BANK OF THE SOUTHWEST	6/3/2025	06/05/2026	INTEREST PAYMENTS WISPI 2...	403-1203-90910	4,500.54
BANK OF THE SOUTHWEST	6/3/2026	06/05/2026	INCREASED AMOUNT APPROV...	403-1203-90910	5,458.43
NEW MEXICO FINANCE AUTH...	6/4/2026	06/05/2026	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	6/4/2026	06/05/2026	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTH...	6/4/2026	06/05/2026	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,222.89
NEW MEXICO FINANCE AUTH...	6/4/2026	06/05/2026	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,579.33
NEW MEXICO FINANCE AUTH...	6/4/2026	06/05/2026	NMFA DW-4794 MONTHLY D...	403-1203-90925	118.57
BANK OF THE SOUTHWEST	6/17/2026	06/26/2026	INCREASED AMOUNT APPROV...	403-1203-90910	5,923.30
Fund 403 - Pledge State DEBT SERVICE Total:					42,092.40
Fund: 501 - Cemetery					
HOT SPRINGS CEMETERY ASS...	6/30/2026	06/18/2026	HOT SPRINGS CEMETERY CON...	501-1803-47415	1,000.00
Fund 501 - Cemetery Total:					1,000.00
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
XEROX CORP OLD	025729541	06/05/2026	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	489.74
PITNEY BOWES INC	3322622780	06/05/2026	UB OPEN PO 25/26 PITNEY B...	502-3601-43770	639.99
POSTMASTER	37779261 - 6/3/26	06/05/2026	UTILITY OFFICE POSTAGE OPE...	502-3601-43735	5,000.00
DOCUMENT SOLUTION INC	418999	06/05/2026	UTILITY OFFICE SHARP OVERA...	502-3601-43465	31.18
SPECTRUM NEW MEXICO LLC ...	IC-26-14597	06/05/2026	22,500 #10 WINDOW & #9 EN...	502-3601-43740	3,878.69
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	UTILITY OFFICE	502-3601-41226	214.33
PITNEY BOWES INC	3322722841	06/18/2026	UB OPEN PO 25/26 PITNEY B...	502-3601-43770	3,788.31
MARLIN LEASING CORPORATI...	42213006	06/18/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43465	399.62
WEX BANK	112930373 - UT	06/26/2026	WEX CARD UTILITY GAS USAGE	502-3601-43316	90.15
VERIZON WIRELESS	6146154289	06/26/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43775	182.29
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	UTILITY OFFICE	502-3601-41226	221.31
DOCUMENT SOLUTION INC	422198	06/29/2026	UTILITY OFFICE SHARP OVERA...	502-3601-43465	32.55
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					14,968.16

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 503 - Electric					
MARTO ENERGY	06012026-01	06/05/2026	S BROADWAY	503-3702-47415	6,000.00
MARTO ENERGY	06012026-01	06/05/2026	N CABALLO	503-3702-47415	6,000.00
MARTO ENERGY	06012026-01	06/05/2026	HYDE POLE	503-3702-47415	6,000.00
MARTO ENERGY	06012026-01	06/05/2026	LABOR TAX	503-3702-47415	1,507.50
DOCUMENT SOLUTION INC	418999	06/05/2026	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	14.07
QUILL CORPORATION	48947685	06/05/2026	KLEENEX PROFESSIONAL FACI...	503-3702-44606	13.10
QUILL CORPORATION	48967895	06/05/2026	APPROVED FOR PAYMENT ST...	503-3702-44606	9.29
ALTEC INC	52104050	06/05/2026	REPLACE DAMAGED UPPER C...	503-3702-47420	1,976.61
ALTEC INC	52104050	06/05/2026	SUPPLIES AND ENVIRONMEN...	503-3702-47420	40.38
ALTEC INC	52104050	06/05/2026	REPLACE FILTER ASSEMBLY	503-3702-47420	147.99
ALTEC INC	52104050	06/05/2026	ESTIMATED FREIGHT	503-3702-47420	252.01
ALTEC INC	52104050	06/05/2026	TRAVEL TO AND FROM CUST...	503-3702-47420	591.00
ALTEC INC	52104050	06/05/2026	REPLACE DAMAGED PLATFO...	503-3702-47420	977.77
ALTEC INC	52104050	06/05/2026	REPLACE MISSING JIB COVERS	503-3702-47420	1,940.44
ALTEC INC	52104050	06/05/2026	REPLACE LEAKING JIB ROTATI...	503-3702-47420	2,340.15
LANDIS+GYR TECHNOLOGY INC	90431342	06/05/2026	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,860.00
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	ELECTRIC DEPT	503-3702-41226	429.36
CONSOLIDATED ELECTRICAL D...	0146-1150983	06/12/2026	LUMEC RFL-270W80LED3K-G2...	503-3702-44607	1,286.74
ELECTRIC BANK OF AMERICA	5/31/2026 - EL	06/12/2026	CASES OF WATER 40 COUNT	503-3702-44607	52.70
WESTERN UNITED ELECTRIC	6175020	06/12/2026	GRC58 CLAMP GROUND ROD ...	503-3702-44607	243.00
WESTERN UNITED ELECTRIC	6175022	06/12/2026	CONCHXLP1800R OH #2 TRIPL...	503-3702-44607	981.30
WESTERN UNITED ELECTRIC	6175022	06/12/2026	CHANGE ORDER (ADDITIONAL ...	503-3702-44607	1,430.70
SIERRA ELECTRIC CO-OP INC	716800 - 6/4/2026	06/12/2026	POWER SERVICES-OPEN PO FY...	503-3702-50795	252,861.10
ASPLUNDH ELECTRICAL TESTI...	98104	06/12/2026	INSTALL PROTECTION PACKA...	503-3702-47415	10,550.00
ASPLUNDH ELECTRICAL TESTI...	98104	06/12/2026	INSTALL PROTECTION PACKA...	503-3702-47415	10,550.00
TRIPLE H SOLAR LLC	0423	06/18/2026	ENGINEERING SERVICES- OPEN...	503-3702-48598	2,160.00
TRI STATE GENERATION & TR...	1076005	06/18/2026	POWER SERVICE- OPEN PO FY...	503-3702-50795	43,162.32
MARLIN LEASING CORPORATI...	42213006	06/18/2026	ELECTRIC DEPT OPEN PO FY25...	503-3702-43465	124.88
VERIZON WIRELESS	6145177463	06/18/2026	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	59.28
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202605-01	06/18/2026	POWER SERVICES- OPEN PO FY...	503-3702-50795	21,711.05
CONSOLIDATED ELECTRICAL D...	0146-1151078	06/26/2026	HAP 100213 40' SINGLE 10' A...	503-3702-44607	11,795.18
VILLAGE OF WILLIAMSBURG	6/25/2026	06/26/2026	FRANCHISE TAX FY 2025 -2026...	503-3702-45796	10,285.38
VERIZON WIRELESS	6146154289	06/26/2026	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	201.89
WESTERN UNITED ELECTRIC	6176285	06/26/2026	SG7SZ20C1YBF10-00 16" PED...	503-3702-44607	237.00
WESTERN UNITED ELECTRIC	6176960	06/26/2026	ERL2016C540DGRAY EVOLVE ...	503-3702-44607	1,644.00
TESTONS FREEWAY CHEVRON	6894	06/26/2026	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	2,529.39
WESTERN AREA POWER ADM...	JJPB1798A0526	06/26/2026	BASE DEMAND & BASE ENER...	503-3702-50795	44,321.48
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	ELECTRIC DEPT	503-3702-41226	441.26
DOCUMENT SOLUTION INC	422198	06/29/2026	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	9.50
Fund 503 - Electric Total:					446,737.82

Fund: 504 - Water

AMAZON CAPITAL SERVICES I...	1HW1-GJY3-X16J	06/05/2026	DEWALT 12V MAX BATTERY	504-3803-44810	79.00
AMAZON CAPITAL SERVICES I...	1HW1-GJY3-X16J	06/05/2026	1/2 INCH DEEP SOCKET SET	504-3803-44810	76.99
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	HP923 INK CARTRIDGES (2)	504-3803-44606	77.67
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	COPY PAPER	504-3803-44606	21.41
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	CATALOG ENVELOPES	504-3803-44606	14.35
GRAINGER INC	9926836645	06/05/2026	SHIPPING COSTS	504-3803-80810	169.00
GRAINGER INC	9926836645	06/05/2026	GAS-POWERED COMPACTOR ...	504-3803-80810	2,647.06
BOOT BARN	INV00611100	06/05/2026	BOOTS FOR CONRAD CHANVEZ	504-3803-44615	188.95
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	WATER DEPT	504-3803-41226	334.67
BULLOCKS INC	0300	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.39
JESSE COLE	053026	06/12/2026	JESSE COLE CONTRACT FOR ...	504-3803-48598	541.87
BULLOCKS INC	0706	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	10.99
T OR C HARDWARE INC	186383	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	17.31
T OR C HARDWARE INC	186512	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	26.67
T OR C HARDWARE INC	186676	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	37.49
T OR C HARDWARE INC	186689	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	64.99
T OR C HARDWARE INC	186729	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	0.44
T OR C HARDWARE INC	186796	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	29.99

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SANCO OIL LLC	2177	06/12/2026	OPEN PO FY 25-26 FOR FUEL-...	504-3803-43316	106.90
BULLOCKS INC	3772	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	3.59
BULLOCKS INC	5757	06/12/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.15
PVS DX INC	RE7008542-26	06/12/2026	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
UNIFIRST HOLDINGS INC DBA ...	2880378434	06/18/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	41.53
UNIFIRST HOLDINGS INC DBA ...	2880380930	06/18/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	41.53
UNIFIRST HOLDINGS INC DBA ...	2880383535	06/18/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	41.53
UNIFIRST HOLDINGS INC DBA ...	2880386032	06/18/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	41.53
MARLIN LEASING CORPORATI...	42213006	06/18/2026	WATER DEPT OPEN PO FY25/...	504-3803-43465	49.96
TAXATION AND REVENUE	6/17/2026	06/18/2026	WATER CONSERVATION FEE FY...	504-3803-43797	1,441.52
DELL TECHNOLOGIES	10878523040	06/26/2026	x2 DELL - W/WW FIELD	504-3803-44607	3,084.50
WEX BANK	112930373 - WA	06/26/2026	WATER - OPEN PO 25/26 FUEL	504-3803-43316	1,264.07
UNIFIRST HOLDINGS INC DBA ...	2880388310	06/26/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	41.53
UNIFIRST HOLDINGS INC DBA ...	2880390337	06/26/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	37.51
QUILL CORPORATION	49112141	06/26/2026	DAUPLER CARDS	504-3803-44607	14.86
VILLAGE OF WILLIAMSBURG	6/25/2026	06/26/2026	FRACHISE TAX FY 2024-2025 -...	504-3803-45796	2,286.16
VERIZON WIRELESS	6146154289	06/26/2026	WATER DEPT OPEN PO FY25/...	504-3803-43775	247.61
USA BLUEBOOK	INV01056241	06/26/2026	FREIGHT	504-3803-44615	61.24
USA BLUEBOOK	INV01056241	06/26/2026	L PIGSKIN LEATHER DRIVING G...	504-3803-44615	29.97
USA BLUEBOOK	INV01056241	06/26/2026	HOUSE INSPECTION PRESSURE..	504-3803-44615	535.80
USA BLUEBOOK	INV01056241	06/26/2026	XL NITRILE GLOVES - 72613 (2...	504-3803-44615	284.16
USA BLUEBOOK	INV01056241	06/26/2026	DEWALT RADIUS SAFETY GLAS...	504-3803-44615	96.48
USA BLUEBOOK	INV01056241	06/26/2026	HARD HAT NECK SHADE - 324...	504-3803-44615	15.99
USA BLUEBOOK	INV01056241	06/26/2026	3XL POSIWEAR ZIP COVERALL...	504-3803-44615	208.76
USA BLUEBOOK	INV01056241	06/26/2026	XL PIGSKIN LEATHER DRIVING...	504-3803-44615	119.88
USA BLUEBOOK	INV01056241	06/26/2026	XL POSIWEAR ZIP COVERALL ...	504-3803-44615	99.98
USA BLUEBOOK	INV01056241	06/26/2026	L NITRILE GLOVES - 72612 (24)	504-3803-44615	284.16
USA BLUEBOOK	INV01056241	06/26/2026	DEWALT PROTECTOR CLEAR S...	504-3803-44615	21.80
USA BLUEBOOK	INV01059095	06/26/2026	3/4 LEAD FREE BRASS M NIPPL...	504-3803-44615	65.94
USA BLUEBOOK	INV01059095	06/26/2026	L PIGSKIN LEATHER DRIVING G...	504-3803-44615	69.93
USA BLUEBOOK	INV01059095	06/26/2026	HOUSE INSPECTION PRESSURE..	504-3803-44615	267.90
USA BLUEBOOK	INV01059095	06/26/2026	DEWALT PROTECTOR CLEAR S...	504-3803-44615	26.16
USA BLUEBOOK	INV01062945	06/26/2026	DEWALT PROTECTOR CLEAR S...	504-3803-44615	4.36
USA BLUEBOOK	INV01065393	06/26/2026	HARD HAT NECK SHADE - 324...	504-3803-44615	47.97
USA BLUEBOOK	INV01067174	06/26/2026	L PIGSKIN LEATHER DRIVING G...	504-3803-44615	19.98
USA BLUEBOOK	INV0183383	06/26/2026	HARD HAT NECK SHADE - 324...	504-3803-44615	127.92
USA BLUEBOOK	INV0183383	06/26/2026	POSIWEAR DISPO ZIP COVERA...	504-3803-44615	175.16
USA BLUEBOOK	INV0183383	06/26/2026	XL POSIWEAR ZIP COVERALL ...	504-3803-44615	99.98
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	WATER DEPT	504-3803-41226	273.07
BAKER UTILITY SUPPLY CORP	INV344163	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	1,992.66
BAKER UTILITY SUPPLY CORP	INV344860	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	1,085.65
BAKER UTILITY SUPPLY CORP	INV344879	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	4,165.80
BAKER UTILITY SUPPLY CORP	INV344886	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	1,939.00
BAKER UTILITY SUPPLY CORP	INV345121	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	3,886.00
BAKER UTILITY SUPPLY CORP	INV345446	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	147.00
BAKER UTILITY SUPPLY CORP	INV345447	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	572.00
Fund 504 - Water Total:					29,912.42

Fund: 505 - Solid Waste

CITY OF LAS CRUCES	117322	06/05/2026	SCSWA WASTE DISPOSAL	505-3904-45601	54,350.18
DOCUMENT SOLUTION INC	418999	06/05/2026	SANITATION DEPTSHARP OVE...	505-3904-43465	59.23
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	SOLID WASTE DEPT	505-3904-41226	621.88
DELL TECHNOLOGIES	10874964948	06/12/2026	SOLID WASTE PC (2)	505-3904-43815	2,957.46
MARLIN LEASING CORPORATI...	42213006	06/18/2026	SOLID WASTE OPEN PO FY25/...	505-3904-43465	124.88
WEX BANK	112930373 - TR	06/26/2026	WEX- DIESEL & GASOLINE	505-3904-43316	6,592.96
JACKSON COMPACTION	36752	06/26/2026	FUEL SURCHARGE	505-3904-47420	127.10
JACKSON COMPACTION	36752	06/26/2026	MILEAGE	505-3904-47420	263.50
JACKSON COMPACTION	36752	06/26/2026	LABOR TECH 1 -	505-3904-47420	375.00
JACKSON COMPACTION	36752	06/26/2026	DRIVE TIME	505-3904-47420	475.00
VILLAGE OF WILLIAMSBURG	6/25/2026	06/26/2026	FRACHISE TAX FY 2024-2025 - ...	505-3904-45796	3,183.31
VERIZON WIRELESS	6146154289	06/26/2026	SANITATION OPEN PO FY25/26	505-3904-43775	137.71

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	SOLID WASTE DEPT	505-3904-41226	604.36
DOCUMENT SOLUTION INC	422198	06/29/2026	SANITATION DEPTSHARP OVE...	505-3904-43465	30.20
				Fund 505 - Solid Waste Total:	69,902.77
Fund: 506 - WWTP					
PUMPTech HOLDINGS LLC	P0015160	05/15/2026	TEARDWON AND INSPECT P...	506-4005-47420	3,000.00
PUMPTech HOLDINGS LLC	P0015160	05/15/2026	LABOR TO REBUILD PUMPS	506-4005-47420	4,309.24
PUMPTech HOLDINGS LLC	P0015160	05/15/2026	REBUILD KIT TYPE M SEAL - E...	506-4005-47420	6,575.64
PUMPTech HOLDINGS LLC	P0015160	05/15/2026	MOTOR ELECTRICAL TEST AND...	506-4005-47420	2,715.88
DOCUMENT SOLUTION INC	418999	06/05/2026	WASTE WATER DEPT SHARP ...	506-4005-43465	131.64
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	CATALOG ENVELOPES	506-4005-44606	14.36
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	HP923 INK CARTRIDGES (2)	506-4005-44606	77.67
STAPLES CONTRACT & COMM...	6064453139	06/05/2026	COPY PAPER	506-4005-44606	21.40
BOOT BARN	INV00611101	06/05/2026	BOOTS FOR NEW EMPLOYEE	506-4005-44615	170.95
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	WASTE WATER DEPT	506-4005-41226	207.31
AERO MOD INC	SO50360-1	06/05/2026	AIR PRESSURE FILTER FOR BEL...	506-4005-47420	161.58
AERO MOD INC	SO50360-1	06/05/2026	SHIPPING	506-4005-47420	16.86
BULLOCKS INC	0300	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.39
JESSE COLE	053026	06/12/2026	JESSE COLE CONTRACT FOR ...	506-4005-48598	541.88
BULLOCKS INC	0706	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	10.99
T OR C HARDWARE INC	186383	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	17.31
T OR C HARDWARE INC	186512	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	26.67
T OR C HARDWARE INC	186676	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	37.50
T OR C HARDWARE INC	186689	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	64.99
T OR C HARDWARE INC	186729	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	0.44
T OR C HARDWARE INC	186796	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	30.00
BULLOCKS INC	3772	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	3.58
BULLOCKS INC	5757	06/12/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.15
UNIFIRST HOLDINGS INC DBA ...	2880378434	06/18/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	41.54
UNIFIRST HOLDINGS INC DBA ...	2880380930	06/18/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	41.54
UNIFIRST HOLDINGS INC DBA ...	2880383535	06/18/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	41.54
UNIFIRST HOLDINGS INC DBA ...	2880386032	06/18/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	41.54
MARLIN LEASING CORPORATI...	42213006	06/18/2026	WASTE WATER OPEN PO FY25...	506-4005-43465	249.74
VILLAGE OF WILLIAMSBURG	6/17/2026	06/18/2026	SEWER RECEIPTS FY 2025 - 20...	506-4005-48798	5,482.63
DELL TECHNOLOGIES	10878523040	06/26/2026	x2 DELL - W/WW FIELD	506-4005-44607	3,084.50
WEX BANK	112930373 - WW	06/26/2026	WW FUEL OPEN PO FY25/26	506-4005-43316	1,342.94
UNIFIRST HOLDINGS INC DBA ...	2880388310	06/26/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	41.54
UNIFIRST HOLDINGS INC DBA ...	2880390337	06/26/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	37.50
VERIZON WIRELESS	6146154289	06/26/2026	WASTE WATER DEPT OPEN PO...	506-4005-43775	361.82
EUROFINS ENVIRONMENTAL ...	8850038911	06/26/2026	CHANGE ORDER	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850039229	06/26/2026	CHANGE ORDER	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850039230	06/26/2026	CHANGE ORDER	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850039505	06/26/2026	CHANGE ORDER	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850039597	06/26/2026	CHANGE ORDER	506-4005-44605	387.45
USA BLUEBOOK	INV01056241	06/26/2026	DEWALT RADIUS SAFETY GLAS...	506-4005-44615	96.48
USA BLUEBOOK	INV01056241	06/26/2026	DEWALT PROTECTOR CLEAR S...	506-4005-44615	21.80
USA BLUEBOOK	INV01056241	06/26/2026	L PIGSKIN LEATHER DRIVING G...	506-4005-44615	29.97
USA BLUEBOOK	INV01056241	06/26/2026	FREIGHT	506-4005-44615	61.24
USA BLUEBOOK	INV01056241	06/26/2026	HARD HAT NECK SHADE - 324...	506-4005-44615	15.99
USA BLUEBOOK	INV01056241	06/26/2026	XL POSIWEAR ZIP COVERALL ...	506-4005-44615	99.98
USA BLUEBOOK	INV01056241	06/26/2026	XL PIGSKIN LEATHER DRIVING...	506-4005-44615	119.88
USA BLUEBOOK	INV01056241	06/26/2026	3XL POSIWEAR ZIP COVERALL...	506-4005-44615	208.76
USA BLUEBOOK	INV01056241	06/26/2026	L NITRILE GLOVES - 72612 (24)	506-4005-44615	284.16
USA BLUEBOOK	INV01056241	06/26/2026	XL NITRILE GLOVES - 72613 (2...	506-4005-44615	284.16
USA BLUEBOOK	INV01056241	06/26/2026	HOUSE INSPECTION PRESSURE...	506-4005-44615	535.80
USA BLUEBOOK	INV01059095	06/26/2026	L PIGSKIN LEATHER DRIVING G...	506-4005-44615	69.93
USA BLUEBOOK	INV01059095	06/26/2026	3/4 LEAD FREE BRASS M NIPPL...	506-4005-44615	65.94
USA BLUEBOOK	INV01059095	06/26/2026	DEWALT PROTECTOR CLEAR S...	506-4005-44615	26.16
USA BLUEBOOK	INV01059095	06/26/2026	HOUSE INSPECTION PRESSURE...	506-4005-44615	267.90
USA BLUEBOOK	INV01062945	06/26/2026	DEWALT PROTECTOR CLEAR S...	506-4005-44615	4.36
USA BLUEBOOK	INV01065393	06/26/2026	HARD HAT NECK SHADE - 324...	506-4005-44615	47.97

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
USA BLUEBOOK	INV01067174	06/26/2026	L PIGSKIN LEATHER DRIVING G...	506-4005-44615	19.98
USA BLUEBOOK	INV0183383	06/26/2026	XL POSIWEAR ZIP COVERALL ...	506-4005-44615	99.98
USA BLUEBOOK	INV0183383	06/26/2026	HARD HAT NECK SHADE - 324...	506-4005-44615	127.92
USA BLUEBOOK	INV0183383	06/26/2026	POSIWEAR DISPO ZIP COVERA...	506-4005-44615	175.16
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	WASTE WATER DEPT	506-4005-41226	207.31
DOCUMENT SOLUTION INC	422198	06/29/2026	WASTE WATER DEPT SHARP ...	506-4005-43465	84.10
Fund 506 - WWTP Total:					35,236.23
Fund: 508 - Golf Course					
DOCUMENT SOLUTION INC	418999	06/05/2026	GOLF COURSE SHARP OVERA...	508-4303-43465	12.63
SANCO OIL LLC	51103	06/05/2026	GASOLINE FUEL FOR GOLF CO...	508-4303-43316	1,145.40
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	GOLF COURSE	508-4303-41226	85.87
TALON SEPTIC & POTTY SERVI...	13847	06/12/2026	OPEN PO PORTA POT RENTAL...	508-4303-43465	100.00
MARLIN LEASING CORPORATI...	42213006	06/18/2026	GOLF COURSE OPEN PO FY25/...	508-4303-43465	249.74
VERIZON WIRELESS	6146154289	06/26/2026	GOLF COURSE OPEN PO FY25/...	508-4303-43775	61.83
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	GOLF COURSE	508-4303-41226	85.87
DOCUMENT SOLUTION INC	422198	06/29/2026	GOLF COURSE SHARP OVERA...	508-4303-43465	10.13
Fund 508 - Golf Course Total:					1,751.47
Fund: 509 - Muni Airport					
TECH 45 AIRPORT MANAGEM...	001137	06/05/2026	MONTHLY MANAGEMENT AG...	509-4403-48598	19,997.80
NMED PETROLEUM STORAGE ...	330327	06/18/2026	FY26/27 ANNUAL STORAGE T...	509-4403-43770	200.00
MARLIN LEASING CORPORATI...	42213006	06/18/2026	AIRPORT OPEN PO FY25/26	509-4403-43465	49.96
WINDSTREAM CORPORATION	101112924 - 6/16/26	06/26/2026	AIRPORT OPEN PO FY25/26	509-4403-43775	455.98
VERIZON WIRELESS	6146154289	06/26/2026	AIRPORT OPEN PO FY25/26	509-4403-43775	109.05
APEX TECHNOLOGIES LLC	10008133	06/29/2026	DAMAGED CAMERA REPLAC...	509-4403-43403	2,270.46
Fund 509 - Muni Airport Total:					23,083.25
Fund: 600 - Internal Serv					
APEX TECHNOLOGIES LLC	10007819	06/05/2026	FEE FOR SECURITY SYSTEM @ ...	600-7003-48599	195.08
AMAZON CAPITAL SERVICES I...	1R3K-HJRY-LK1C	06/05/2026	UNIVERSAL SEAT	600-7003-47420	119.99
OREILLY AUTO PARTS INC	2162-216265	06/05/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	18.71
OREILLY AUTO PARTS INC	2162-216321	06/05/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	286.81
BOOT BARN	218502	06/05/2026	SAFETY BOOTS FOR ADMIN AS...	600-7003-44615	125.95
JESSICA MULLER DBA FREED...	2231-5518736	06/05/2026	OPEN PO FOR FREEDOM AUTO...	600-7003-47420	240.00
BORDER RECAPING LLC	26-0356113-003	06/05/2026	OPEN PO DRAWDOWN FOR TI...	600-7003-44626	604.36
BORDER RECAPING LLC	26-0356879-003	06/05/2026	OPEN PO DRAWDOWN FOR TI...	600-7003-44626	700.80
UNIFIRST HOLDINGS INC DBA ...	2880373973	06/05/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	63.42
UNIFIRST HOLDINGS INC DBA ...	2880376418	06/05/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	63.42
UNIFIRST HOLDINGS INC DBA ...	2880378424	06/05/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	63.41
UNIFIRST HOLDINGS INC DBA ...	2880380924	06/05/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	63.41
DOCUMENT SOLUTION INC	418999	06/05/2026	SERVICE CENTER SHARP OVER...	600-7003-43465	23.58
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	CHASSIS PLATFORM	600-7003-47420	3,458.91
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	SEAT BRACKET	600-7003-47420	805.72
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	SEAT BELT & ATTACHMENT	600-7003-47420	233.26
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	SEAT BOTTOM	600-7003-47420	689.06
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	SEAT BACK	600-7003-47420	662.08
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	ESTIMATED SHIPPING	600-7003-47420	200.00
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	SLIDER TRACK (Y DIRECTION)	600-7003-47420	402.41
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	SOURCING FREIGHT	600-7003-47420	250.00
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	SEAT SLIDER	600-7003-47420	773.38
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	ADJUST KNOB	600-7003-47420	50.35
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	RUBBER PLT MOUNTS X4	600-7003-47420	216.52
CENTURY EQUIPMENT COMP...	AP36976	06/05/2026	CONTRACT DISCOUNT	600-7003-47420	-79.92
RED WING SHOES OF LAS CRU...	INV-006415	06/05/2026	SAFETY BOOTS COUNTRY SLA...	600-7003-44615	190.00
RED WING SHOES OF LAS CRU...	INV-006415	06/05/2026	SAFETY BOOTS DANIEL GURR...	600-7003-44615	190.00
NM RETIREE HEALTH CARE	PPE 2026 05 29	06/05/2026	FLEET SERVICE CENTER	600-7003-41226	215.38
4 RIVERS HOLDINGS LLC	1944057	06/12/2026	JD TURF GUARD OIL BY QRT (...)	600-7003-47420	83.40
4 RIVERS HOLDINGS LLC	1944057	06/12/2026	AIR FILTER (2)	600-7003-47420	48.68
4 RIVERS HOLDINGS LLC	1944057	06/12/2026	OIL FILTER (2)	600-7003-47420	21.56
4 RIVERS HOLDINGS LLC	1944057	06/12/2026	FUEL FILTER (2)	600-7003-47420	10.80
4 RIVERS HOLDINGS LLC	1944057	06/12/2026	SPARK PLUG (4)	600-7003-47420	21.96

AP EOM REPORT JUNE 2026

Payment Dates: 6/1/2026 - 6/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BORDER RECAPING LLC	26-0360679-003	06/12/2026	OPEN PO DRAWDOWN FOR TI...	600-7003-44626	825.60
SIERRA AUTO PARTS LLC	346598	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	134.16
SIERRA AUTO PARTS LLC	346599	06/12/2026	OPEN PO SHOP SUPPLIES APRI...	600-7003-44607	165.68
SIERRA AUTO PARTS LLC	346785	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	86.90
SIERRA AUTO PARTS LLC	346864	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	38.76
SIERRA AUTO PARTS LLC	346904	06/12/2026	OPEN PO SHOP SUPPLIES APRI...	600-7003-44607	29.99
SIERRA AUTO PARTS LLC	346942	06/12/2026	OPEN PO SHOP SUPPLIES APRI...	600-7003-44607	29.99
SIERRA AUTO PARTS LLC	346975	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	9.55
SIERRA AUTO PARTS LLC	347006	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	63.96
SIERRA AUTO PARTS LLC	347013	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	74.36
SIERRA AUTO PARTS LLC	347054	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	35.18
SIERRA AUTO PARTS LLC	347083	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	52.66
SIERRA AUTO PARTS LLC	347154	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	125.55
SIERRA AUTO PARTS LLC	347170	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	272.67
SIERRA AUTO PARTS LLC	347218	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	29.31
SIERRA AUTO PARTS LLC	347233	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	75.36
SIERRA AUTO PARTS LLC	347234	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	54.16
SIERRA AUTO PARTS LLC	347235	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	25.10
SIERRA AUTO PARTS LLC	347247	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	52.85
SIERRA AUTO PARTS LLC	347268	06/12/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	17.99
SERVICE CENTER BANK OF AM...	5/31/2026 - FL	06/12/2026	WATER	600-7003-44615	44.16
LAWSON PRODUCTS INC	9313418219	06/12/2026	OPEN PO DRAWDOWN FOR M...	600-7003-47420	275.58
LAWSON PRODUCTS INC	9313464446	06/12/2026	OPEN PO DRAWDOWN FOR M...	600-7003-47420	168.95
CENTURY EQUIPMENT COMP...	INT CHG 05	06/12/2026	INTEREST CHARGE FOR PAST ...	600-7003-47420	114.93
RED WING SHOES OF LAS CRU...	INV-006420	06/12/2026	SAFETY BOOTS WYATT GRAVES	600-7003-44615	200.00
R J BORDER INTERNATIONAL LP	R400038870.01	06/12/2026	SHOP SUPPLIES	600-7003-47420	65.00
R J BORDER INTERNATIONAL LP	R400038870.01	06/12/2026	SELECTOR SHIFT	600-7003-47420	1,824.26
R J BORDER INTERNATIONAL LP	R400038870.01	06/12/2026	ENGINE DIAGNOSTICS	600-7003-47420	967.50
R J BORDER INTERNATIONAL LP	R400038870.01	06/12/2026	EPA CHARGE	600-7003-47420	55.00
R J BORDER INTERNATIONAL LP	R400038870.01	06/12/2026	MACHINE CHARGE	600-7003-47420	55.00
O'REILLY AUTO PARTS INC	2162-217303	06/18/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	52.34
O'REILLY AUTO PARTS INC	2162-217508	06/18/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	3.66
O'REILLY AUTO PARTS INC	2162-217606	06/18/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	69.99
O'REILLY AUTO PARTS INC	2162-218128	06/18/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	15.81
JOSE LUIS SIMENTAL SR	22408	06/18/2026	OPEN DRAWDOWN FOR TOOL...	600-7003-44607	638.94
MARLIN LEASING CORPORATI...	42213006	06/18/2026	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.92
WEX BANK	112930373 - FL	06/26/2026	FUEL FOR SERVICE CENTER VE...	600-7003-43316	504.57
O'REILLY AUTO PARTS INC	2162-218758	06/26/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	47.01
BORDER RECAPING LLC	26-0361755-003	06/26/2026	OPEN PO DRAWDOWN FOR TI...	600-7003-44626	6,544.16
ALFRED M CANDELARIA	6/17/2026	06/26/2026	LABOR TAX	600-7003-47420	83.51
ALFRED M CANDELARIA	6/17/2026	06/26/2026	DRIVER SIDE FENDER	600-7003-47420	800.00
ALFRED M CANDELARIA	6/17/2026	06/26/2026	REMOVE AND REPLACE FRONT...	600-7003-47420	382.50
ALFRED M CANDELARIA	6/17/2026	06/26/2026	REMOVE AND REPLACE DRIVE...	600-7003-47420	340.00
ALFRED M CANDELARIA	6/17/2026	06/26/2026	SAND, PAINT, CUT AND BUFF ...	600-7003-47420	680.00
ALFRED M CANDELARIA	6/17/2026	06/26/2026	CLEAR COAT AND PAINT SUPP...	600-7003-47420	570.00
ALFRED M CANDELARIA	6/17/2026	06/26/2026	WHITE PAINT	600-7003-47420	400.00
ALFRED M CANDELARIA	6/17/2026	06/26/2026	DRIVER SIDE DOOR	600-7003-47420	950.00
VERIZON WIRELESS	6146154289	06/26/2026	SERVICE CENTER OPEN PO FY...	600-7003-43775	226.63
NM RETIREE HEALTH CARE	PPE 2026-06-12	06/26/2026	FLEET SERVICE CENTER	600-7003-41226	207.79
DOCUMENT SOLUTION INC	422198	06/29/2026	SERVICE CENTER SHARP OVER...	600-7003-43465	18.36
Fund 600 - Internal Serv Total:					29,592.84
Fund: 999 - Revolving					
CITY OF T OR C	INV0009809	06/18/2026	EMPLOYEE OWES	999-9999-20270	225.46
			REFER TO PG 19	Fund 999 - Revolving Total:	225.46
Grand Total:					2,848,486.36

Report Summary**Fund Summary**

Fund	Payment Amount
101 - General	301,214.02
201 - Corrections	1,760.00
209 - Fire	53,252.78
211 - Law Enforce Prot	23,766.90
214 - Lodgers Tax	126,021.81
216 - Muni Street	8,378.97
294 - State Library	629.02
295 - Muni Pool	2,317.27
296 - PD GRT	34,122.38
299 - SPECIAL REVENUE FUNDS	4,728.08
303 - Vet Wall	299.98
304 - Senior Grants	37,500.00
315 - CI Reserve	90,913.02
321 - WATER SYSTEM IMPROVEMENTS	94,623.44
360 - NMFA PROJECTS	861,110.23
380 - OTHER STATE FUNDED PROJECTS	513,345.64
403 - Pledge State DEBT SERVICE	42,092.40
501 - Cemetery	1,000.00
502 - UTILITY OFFICE-UTILITY BILLING	14,968.16
503 - Electric	446,737.82
504 - Water	29,912.42
505 - Solid Waste	69,902.77
506 - WWTP	35,236.23
508 - Golf Course	1,751.47
509 - Muni Airport	23,083.25
600 - Internal Serv	29,592.84
999 - Revolving	225.46
Grand Total:	2,848,486.36

REFER TO PG 19

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42720	EMPLOYEE TRAINING-G...	1,000.00
101-1000-43597	ATTORNEY FEES-GOVER...	4,291.17
101-1000-43598	PROFESSIONAL SERV-G...	1,619.06
101-1000-43775	TELEPHONE	154.84
101-1001-41226	RETIREE INSURANCE	352.76
101-1001-43465	RENT OF EQUIPMENT	918.07
101-1001-43740	PRINTING/PUBLISHING	176.96
101-1001-43775	TELEPHONE	230.53
101-1001-43999	OPERATING COSTS	107.69
101-1003-41226	RETIREE INSURANCE	380.92
101-1003-42310	PER DIEM-OFF CITY MA...	304.46
101-1003-43316	FUEL	95.75
101-1003-43465	RENT OF EQUIPMENT	1,135.66
101-1003-43775	TELEPHONE	322.27
101-1004-41226	RETIREE INSURANCE	929.67
101-1004-43465	RENT OF EQUIPMENT	1,219.40
101-1004-43740	PRINTING/PUBLISHING	884.34
101-1004-43775	TELEPHONE	218.04
101-1004-43815	SOFTWARE LIC/SOFTWA...	314.29
101-1004-43999	OPERATING COSTS	50.69
101-1004-44606	OFFICE SUPPLIES	824.40
101-1004-44607	FIELD SUPPLIES - IT	123.89
101-1004-48599	OTHER CONTRACTUAL S...	1,269.55
101-1006-41226	RETIREE INSURANCE	346.42
101-1006-43316	FUEL	320.43
101-1006-43775	TELEPHONE	141.85

Account Summary

Account Number	Account Name	Payment Amount
101-1006-44607	FIELD SUPPLIES	149.39
101-1006-45607	DONATION EXPENSE	656.97
101-1006-48598	PROFESSIONAL SERVICES	557.67
101-1007-41226	RETIREE INSURANCE	2,906.84
101-1007-42310	PER DIEM-POLICE DEPT	50.16
101-1007-43316	FUEL	8,729.02
101-1007-43465	RENT OF EQUIPMENT	1,067.42
101-1007-43740	PRINTING/PUBLISHING	97.54
101-1007-43775	TELEPHONE	1,420.09
101-1007-44606	OFFICE SUPPLIES	535.38
101-1008-41226	RETIREE INSURANCE	189.68
101-1008-42620	UNIFORMS LINEN-CODE ...	391.50
101-1008-42720	EMPLOYEE TRAINING-C...	11.90
101-1008-43316	FUEL	740.20
101-1008-43775	TELEPHONE	368.96
101-1009-41226	RETIREE INSURANCE	359.90
101-1009-42620	UNIFORMS/LINEN-MUNI...	326.50
101-1009-43316	FUEL	1,810.47
101-1009-43465	RENT OF EQUIPMENT	1,361.73
101-1009-43770	SUBSCRIPTION & DUES	250.00
101-1009-43775	TELEPHONE	126.01
101-1009-44607	FIELD SUPPLIES-MUNI R...	3,381.92
101-1009-44615	SAFETY EQUIPMENT	209.98
101-1009-47415	MAINTENANCE--REPAIRS..	2,000.00
101-1009-48599	OTHER CONTRACTUAL S...	5,158.69
101-1010-41226	RETIREE INSURANCE	205.34
101-1010-43740	PRINTING/PUBLISHING	310.59
101-1010-43770	SUBSCRIPTION & DUES	61.27
101-1010-43775	TELEPHONE	43.14
101-1010-48598	PROFESSIONAL SERVICES	13,893.96
101-1011-41226	RETIREE INSURANCE	624.10
101-1011-43775	TELEPHONE	168.89
101-1013-41226	RETIREE INSURANCE	162.88
101-1013-43316	FUEL	88.03
101-1014-41226	RETIREE INSURANCE	394.90
101-1014-43316	FUEL	629.07
101-1014-43403	REGULAR BUILDING MA...	10,855.25
101-1014-43465	RENT OF EQUIPMENT	107.15
101-1014-43775	TELEPHONE	100.54
101-1014-44607	FIELD SUPPLIES-FACILITY...	1,342.29
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	474.32
101-1016-44613	NON-CAPITAL ITEMS	1,824.69
101-1017-48599	OTHER CONTRACTUAL S...	97,893.96
101-1018-43780	UTILITIES	103,348.29
101-1018-48596	AUDIT CONTRACT	17,015.51
101-1099-34348	RENT OF PUBLIC FACILIT...	1,025.00
201-1903-48710	CARE OF PRISONERS-SIE...	1,760.00
209-1603-42720	Employee Training & Tra...	797.94
209-1603-43316	FUEL	497.05
209-1603-43465	RENT OF EQUIPMENT	509.91
209-1603-43775	TELEPHONE	267.89
209-1603-43780	UTILITIES	1,022.16
209-1603-43999	OPERATING COSTS	1,271.96
209-1603-44607	FIELD SUPPLIES	845.00
209-1603-44613	NON-CAPITAL ITEMS	837.20
209-1603-47415	MAINTENANCE--REPAIRS..	1,051.24
209-1603-47420	MAINTENANCE VEHICLE...	6,802.43

Account Summary

Account Number	Account Name	Payment Amount
209-1603-80810	OTHER CAPITAL EQUIPM...	39,350.00
211-2003-42310	PER DIEM	775.55
211-2003-42535	EMPLOYEE TRAINING	1,610.00
211-2003-44573	UNIFORM & EQUIPMENT	5,597.68
211-2003-44607	FIELD SUPPLIES	11,090.35
211-2003-44613	NON-CAPITAL ITEMS	4,473.32
211-2003-44615	SAFETY EQUIPMENT	220.00
214-2503-41226	RETIREE INSURANCE	111.64
214-2503-43403	REGULAR BUILDING MA...	999.99
214-2503-44608	FIELD SUPPLIES - GOLF ...	16,785.09
214-2540-43775	TELEPHONE	61.83
214-2540-60725	NON PROMOTIONAL SU...	19,675.40
214-2560-60725	PROMOTIONAL SUB-REC...	88,387.86
216-4503-42310	PER DIEM-STREET MAIN...	368.05
216-4503-43316	FUEL	4,796.67
216-4503-43465	RENT OF EQUIPMENT	204.43
216-4503-43550	ROADWAY MAINTENAN...	3,009.82
294-5003-60834	STATE LIBRARY GRANT-S...	629.02
295-4803-34351	SWIMMING POOL PROC...	120.00
295-4803-34355	POOL DEPOSIT/RENTAL	200.00
295-4803-42620	UNIFORMS-LIFEGUARDS	878.96
295-4803-42720	EMPLOYEE TRAINING-M...	1,000.00
295-4803-43465	RENT OF EQUIPMENT	49.96
295-4803-43775	TELEPHONE	68.35
296-2403-43999	OPERATING COSTS	263.06
296-2403-48598	PROFESSIONAL SERVICES	28,456.19
296-2403-80805	BUILDINGS & STRUCTUR...	5,403.13
299-7051-48710	Professional Serv -BFAS ...	384.74
299-7067-48598	Professional Serv-NM VE...	2,655.20
299-7073-42720	BFAS GRANT 01-21-26 E...	1,688.14
303-4703-43775	TELEPHONE	299.98
304-7071-80805	Capital Outlay-SJOA A22...	2,500.00
304-7075-60785	Grant Expenses-SJOA JU...	35,000.00
315-8010-45600	ENTITY MATCH	8,127.60
315-8010-48598	Professional Serv/Contra...	2,045.52
315-8012-45600	ENTITY MATCH/SHORTF...	80,739.90
321-7017-80860	INFRASTRUCTURE-WSPI...	94,623.44
360-7044-45600	ENTITY MATCH	200,864.87
360-7044-80860	INFRASTRUCTURE	660,245.36
380-7034-80860	INFRASTRUCTURE	72,455.67
380-7055-80860	INFRASTRUCTURE -A23...	409,379.55
380-7058-80860	INFRA-NMDOT C024500...	31,510.42
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.76
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,222.89
403-1203-90905	DEBT SERVICE PRINCIPAL...	2,579.33
403-1203-90910	DEBT SERVICE INTEREST	15,882.27
403-1203-90925	COMMITMENTS & OTHE...	118.57
501-1803-47415	MAINTENANCE--REPAIRS..	1,000.00
502-3601-41226	RETIREE INSURANCE	435.64
502-3601-43316	FUEL	90.15
502-3601-43465	RENT OF EQUIPMENT	953.09
502-3601-43735	POSTAGE & MAIL SERVI...	5,000.00
502-3601-43740	PRINTING/PUBLISHING	3,878.69
502-3601-43770	SUBSCRIPTIONS & DUES	4,428.30
502-3601-43775	TELEPHONE	182.29
503-3702-41226	RETIREE INSURANCE	870.62
503-3702-43316	FUEL	2,529.39

Account Summary

Account Number	Account Name	Payment Amount
503-3702-43465	RENT OF EQUIPMENT	148.45
503-3702-43770	SUBSCRIPTION & DUES	1,860.00
503-3702-43775	TELEPHONE	261.17
503-3702-44606	OFFICE SUPPLIES	22.39
503-3702-44607	FIELD SUPPLIES	17,670.62
503-3702-45796	FRANCHISE TAX-ELECTRI...	10,285.38
503-3702-47415	MAINTENANCE--REPAIRS..	40,607.50
503-3702-47420	MAINTENANCE-VEHICLE...	8,266.35
503-3702-48598	PROFESSIONAL SERVICES	2,160.00
503-3702-50795	WHOLESALE POWER CO...	362,055.95
504-3803-41226	RETIREE INSURANCE	607.74
504-3803-42620	UNIFORM/LINEN-WATER..	245.16
504-3803-43316	FUEL	1,370.97
504-3803-43465	RENT OF EQUIPMENT	49.96
504-3803-43775	TELEPHONE	247.61
504-3803-43797	WATER CONSERVATION...	1,441.52
504-3803-44605	CHEMICALS/LABORATO...	100.00
504-3803-44606	OFFICE SUPPLIES	113.43
504-3803-44607	FIELD SUPPLIES-WATER ...	17,083.48
504-3803-44615	SAFETY EQUIPMENT	2,852.47
504-3803-44810	EQUIPMENT & MACHIN...	155.99
504-3803-45796	FRANCHISE TAX-WATER ...	2,286.16
504-3803-48598	PROFESSIONAL SERVICES	541.87
504-3803-80810	OTHER CAPITAL EQUIPM...	2,816.06
505-3904-41226	RETIREE INSURANCE	1,226.24
505-3904-43316	FUEL	6,592.96
505-3904-43465	RENT OF EQUIPMENT	214.31
505-3904-43775	TELEPHONE	137.71
505-3904-43815	SOFTWARE LIC/SOFTWA...	2,957.46
505-3904-45601	WASTE DISPOSAL	54,350.18
505-3904-45796	FRANCHISE TAX	3,183.31
505-3904-47420	MAINTENANCE-VEHICLE...	1,240.60
506-4005-41226	RETIREE INSURANCE	414.62
506-4005-42620	UNIFORM/LINEN-WAST...	245.20
506-4005-43316	FUEL	1,342.94
506-4005-43465	RENT OF EQUIPMENT	465.48
506-4005-43775	TELEPHONE	361.82
506-4005-44605	CHEMICALS/LABORATO...	3,374.04
506-4005-44606	OFFICE SUPPLIES	113.43
506-4005-44607	FIELD SUPPLIES-WASTE...	3,280.52
506-4005-44615	SAFETY EQUIPMENT	2,834.47
506-4005-47420	MAINTENANCE-VEHICLE...	16,779.20
506-4005-48598	PROFESSIONAL SERVICES	541.88
506-4005-48798	VILLAGE OF WILLIAMSB...	5,482.63
508-4303-41226	RETIREE INSURANCE	171.74
508-4303-43316	FUEL	1,145.40
508-4303-43465	RENT OF EQUIPMENT	372.50
508-4303-43775	TELEPHONE	61.83
509-4403-43403	REGULAR BUILDING MA...	2,270.46
509-4403-43465	RENT OF EQUIPMENT	49.96
509-4403-43770	SUBSCRIPTION & DUES	200.00
509-4403-43775	TELEPHONE	565.03
509-4403-48598	PROFESSIONAL SERVICES	19,997.80
600-7003-41226	RETIREE INSURANCE	423.17
600-7003-42620	UNIFORMS/LINEN	253.66
600-7003-43316	FUEL	504.57
600-7003-43465	RENT OF EQUIPMENT	116.86
600-7003-43775	TELEPHONE	226.63

Account Summary

Account Number	Account Name	Payment Amount
600-7003-44607	FIELD SUPPLIES	864.60
600-7003-44615	SAFETY EQUIPMENT	750.11
600-7003-44626	VEHICLE TIRES	8,674.92
600-7003-47420	MAINTENANCE-VEHICLE...	17,583.24
600-7003-48599	OTHER CONTRACTUAL S...	195.08
999-9999-20270	MISCELLANEOUS PAYAB...	225.46
Grand Total:		2,848,486.36

PAYROLL ITEM

Project Account Summary

Project Account Key	Payment Amount
None	2,848,486.36
Grand Total:	2,848,486.36

2,848,486.36
 -225.46
 = 2,848,260.90



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: F.1

SUBJECT: Discussion/Action: NMDOT AVIATION GRANT AGREEMENT TCS-2602

DEPARTMENT: Community Development

DATE SUBMITTED: July 2, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Grant application and project information was presented by Delta Airport Consultants at the May 13, 2026 Commission Meetings. Funds will be combined with federal funding for the purpose of the Airport Layout Plan (ALP) Update for the Truth or Consequences Municipal Airport. Grant was received via Docu sign and executed as approved by City Commission.

Recommendation:

Accept the executed Grant Agreement

Attachments:

- Grant Agreement
-

Fiscal Impact (Finance): Yes

[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 7-8-26

A-1330
Updated: 07/2025
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form



Date

Jun 23, 2026

Project Location

TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Sponsor

TRUTH OR CONSEQUENCES, CITY OF

Address

505 SIMS ST.

City

TRUTH OR CONSEQUENCES

NM

Zip Code

87901

Participation

FAA

Funding Breakdown

FAA/STATE

Contract No. _____

Project No. TCS-26-02

Vendor No. 0000054340

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

ALP UPDATE WITH NARRATIVE

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 301,190	\$ 6,810	\$ 274,000	\$ 582,000

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

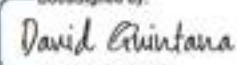
Name	TRACI ALVAREZ		
Title	ASSISTANT CITY MANAGER		
Sponsor	TRUTH OR CONSEQUENCES, CITY OF		
Address	505 SIMS ST		
City	TRUTH OR CONSEQUENCES	NM	Zip Code 87901
Office Phone	+1 (575) 952-0565	Fax	
E-Mail	TALVAREZ@TORCNM.GOV		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

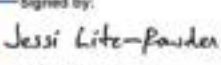
In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: 
C939254216206474
Cabinet Secretary or Designee

Date: 06/24/26

Recommended by:

By: 
B93A2097D71440A
Aviation Division Director
or Designee

Date: 06/24/26

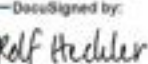
Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: 
C750CEC16250488
Assistant General Counsel

Date: 06/24/26

SPONSOR

Print Name: Rolf Hechler

By: 
EE46666FD4644D

Date: 06/24/26

Title: Mayor

EXHIBIT A

TRUTH OR CONSEQUENCES

TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT (TCS)

SITE NO. 14747.A

REMARKS:

1. QUAD. - 7.5 MIN. CUCHILLO.
2. BLADED RUNWAYS NOT MARKED.
3. TAXIWAYS 40' WIDE.
4. USAF HELICOPTER TRAINING ON AIRPORT.

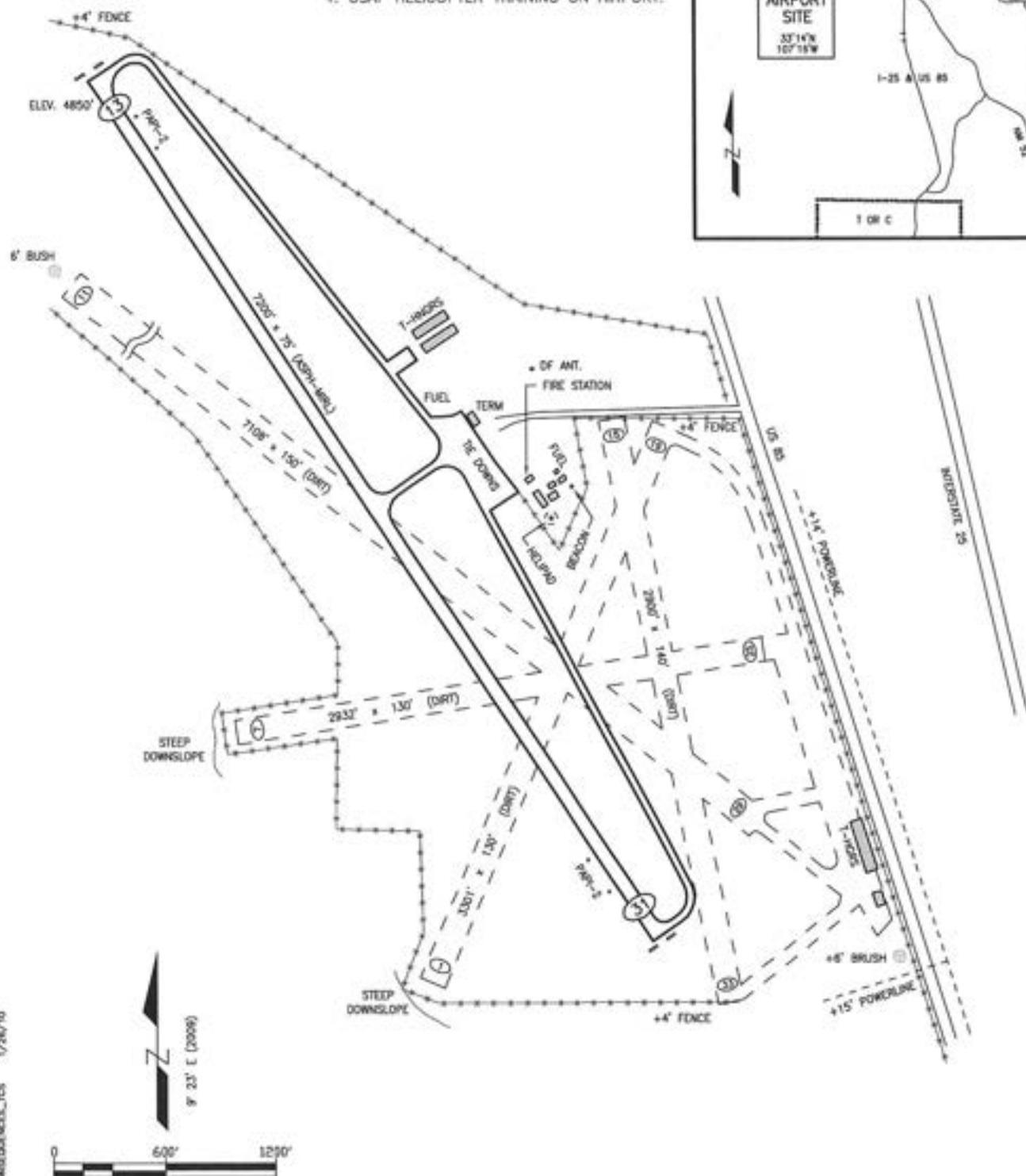


EXHIBIT B PROJECT COST

Project Location

TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Project Description

ALP UPDATE WITH NARRATIVE

State		Sponsor		Other		Total	
\$	301,190	\$	6,810	\$	274,000	\$	582,000



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: F.2

SUBJECT: Discussion/Action: Vector Control Services Agreement between City of Elephant Butte and City of Truth or Consequences

DEPARTMENT: Community Services

DATE SUBMITTED: July 1, 2026

SUBMITTED BY: O.J. Hechler

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

Summary/Background: This is an agreement between the City of Elephant Butte and the City of Truth or Consequences for vector control services. The agreement establishes a 5-year term for treatment services, complaint response, emergency response, and program reporting, with annual compensation to support operations and equipment needs.

Recommendation:

Approval

Attachments:

- Vector Control Services Agreement

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-8-26

PROPOSED INTERGOVERNMENTAL VECTOR CONTROL SERVICES AGREEMENT

Between

CITY OF ELEPHANT BUTTE, NEW MEXICO

and

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Item	Description
Proposed Term	July 1, 2026 through June 30, 2031
Operational Season	July, August, September, and October of each contract year
Annual Service Compensation	\$12,200.00
Annual Equipment Support Reserve	\$1,000.00 per year, if needed for qualifying equipment repairs
Maximum Annual Program Value	\$13,200.00
Purpose	Mosquito and vector control services, route operations, complaint response, reporting, and emergency response support for designated Elephant Butte service areas.

DRAFT FOR REVIEW - SUBJECT TO LEGAL REVIEW, APPROVAL, AND EXECUTION

TABLE OF CONTENTS

Article 1 - Parties and Purpose

Article 2 - Recitals

Article 3 - Definitions

Article 4 - Term and Renewal

Article 5 - Scope of Services

Article 6 - Service Areas and Treatment Maps

Article 7 - Service Schedule, Operational Conditions, and Equipment Operations

Article 8 - Program Administration and Subcontracting Authority

Article 9 - Licensed Applicator and Regulatory Requirements

Article 10 - City of Truth or Consequences Responsibilities

Article 11 - City of Elephant Butte Responsibilities

Article 12 - Equipment Provided for Services

Article 13 - Equipment Support Reserve Contribution

Article 14 - Insurance and Risk Requirements

Article 15 - Indemnification and Risk Allocation

Article 16 - Complaint Management and Public Requests

Article 17 - Reporting, Logs, and Records

Article 18 - Emergency Response and Public Health Events

Article 19 - Environmental and Operational Compliance

Article 20 - Compensation and Payment

Article 21 - Annual Compensation and Program Review

Article 22 - Record Retention and Audit

Article 23 - Public Records, Confidentiality, and Proprietary Materials

Article 24 - Suspension, Default, and Termination

Article 25 - Notices

Article 26 - Miscellaneous Provisions

Article 27 - Signatures

Exhibit A - Elephant Butte Treatment Maps

Exhibit B - Service Area Descriptions

Exhibit C - Compensation Schedule

Exhibit D - Equipment Support Reserve Procedures

Exhibit E - Monthly Vector Control Report

Exhibit F - Do Not Spray Registry

Exhibit G - Priority Spray Request Form

Exhibit H - Complaint Investigation Form

Exhibit I - Emergency Response Procedures

Exhibit J - Equipment Inspection Log

Exhibit K - Weekly Application Log

Exhibit L - Annual Program Review Form

Exhibit M - Certificate of Insurance Requirements

ARTICLE 1 - PARTIES AND PURPOSE

This Intergovernmental Vector Control Services Agreement ("Agreement") is entered into by and between the City of Elephant Butte, New Mexico ("Elephant Butte") and the City of Truth or Consequences, New Mexico ("Truth or Consequences").

The purpose of this Agreement is to establish the terms under which Truth or Consequences shall provide mosquito and vector control services within designated Elephant Butte service areas, including operational treatment routes, program administration, complaint response, recordkeeping, reporting, and emergency response support.

This Agreement is intended to support public health, reduce nuisance mosquito populations, provide a documented service process, and establish a uniform regional vector control framework among participating governmental entities.

This Agreement is a proposed municipal agreement and is subject to legal review, approval by the authorized governing bodies, and execution by authorized representatives of both parties.

ARTICLE 2 - RECITALS

WHEREAS, Elephant Butte desires to provide mosquito and vector control services for the protection of public health, public comfort, and quality of life within designated areas of the municipality;

WHEREAS, Truth or Consequences has access to vector control equipment, program experience, administrative capabilities, and operational resources suitable for providing mosquito and vector control services;

WHEREAS, the parties desire to coordinate mosquito and vector control services in a manner consistent with regional public health needs, available equipment, weather conditions, route feasibility, and lawful pesticide application requirements;

WHEREAS, Truth or Consequences may provide services directly through City personnel or through qualified subcontractors and licensed applicators while retaining overall responsibility for administration of this Agreement;

WHEREAS, the parties desire to set forth their respective duties, service areas, compensation terms, reporting obligations, equipment support provisions, scheduling guidelines, and termination rights;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

ARTICLE 3 - DEFINITIONS

Agreement. This proposed Intergovernmental Vector Control Services Agreement, including all exhibits and written amendments.

Elephant Butte. The City of Elephant Butte, New Mexico, including authorized employees, officials, or representatives acting within their authority.

Truth or Consequences. The City of Truth or Consequences, New Mexico, including authorized employees, officials, agents, subcontractors, or representatives acting within their authority.

Vector Control Services. Mosquito and vector control operations, including ULV applications, route planning, complaint response, reporting, recordkeeping, emergency response support, and related public health services authorized under this Agreement.

ULV Application. Ultra-Low Volume mosquito control application performed using equipment designed to disperse mosquito control products in accordance with label requirements and applicable law.

Service Areas. Areas within or near Elephant Butte designated for treatment under this Agreement and depicted or described in the attached exhibits.

Operational Season. The anticipated four-month treatment season consisting of July, August, September, and October of each contract year, subject to weather, mosquito activity, public health needs, and operational conditions.

Equipment Support Reserve. A separate annual reserve contribution established for qualifying major equipment repairs or replacement components needed to support regional vector control equipment used to perform services.

Do Not Spray Registry. A list maintained for properties or residents requesting no application at or adjacent to a location, subject to law, operational feasibility, and public health requirements.

ARTICLE 4 - TERM AND RENEWAL

The proposed initial term of this Agreement shall begin on July 1, 2026 and shall continue through June 30, 2031, unless terminated earlier in accordance with this Agreement.

The parties acknowledge that a five-year term is intended to align the Elephant Butte vector control program with related regional vector control agreements and to promote uniform service planning, equipment support, budgeting, and public health coordination.

Continuation of services is subject to lawful appropriation, annual funding availability, equipment availability, regulatory compliance, insurance requirements, and approval by authorized representatives of both parties.

The parties may renew, extend, or amend this Agreement only by written agreement approved by authorized representatives of both parties.

ARTICLE 5 - SCOPE OF SERVICES

Truth or Consequences shall provide or cause to be provided mosquito and vector control services within the designated Elephant Butte service areas. Services may include the following:

- Adult mosquito control using ULV applications when authorized and conditions permit.
- Larvicide applications where authorized, appropriate, and consistent with product labeling and site conditions.
- Review of treatment routes and scheduling in coordination with Elephant Butte.
- Response to complaints, do-not-spray requests, priority spray requests, and follow-up inspection requests forwarded by Elephant Butte.
- Emergency mosquito control response when public health or nuisance conditions warrant additional action.
- Documentation of application dates, times, routes, products, rates where required, weather conditions, operator information, complaints, corrective actions, and equipment issues.
- Preparation of monthly reports and annual program review information.

- Communication with designated municipal personnel regarding operations, equipment concerns, delays, and public requests.

ARTICLE 6 - SERVICE AREAS AND TREATMENT MAPS

Services shall be performed in areas designated by Elephant Butte and accepted by Truth or Consequences as operationally feasible. The current proposed treatment maps are attached as Exhibit A.

The treatment maps are intended to identify proposed service routes and high-priority treatment corridors. The maps may be modified by mutual written agreement, administrative approval, or written route update when mosquito activity, development patterns, public health concerns, standing water conditions, public events, or operational needs warrant route modifications.

The parties acknowledge that the routes shown in Exhibit A are planning maps and may be adjusted in the field based upon access limitations, road conditions, weather, safety, equipment conditions, no-spray requests, public health directives, or treatment effectiveness.

Any material expansion of service areas that substantially increases labor, route time, product usage, equipment use, or operational cost may require written compensation review.

ARTICLE 7 - SERVICE SCHEDULE, OPERATIONAL CONDITIONS, AND EQUIPMENT OPERATIONS

Truth or Consequences shall provide mosquito and vector control services within designated Elephant Butte service areas during the entire length of the contract. There will be an emphasis during the mosquito control season, generally occurring between July 1st and October 31st of each contract year.

The anticipated operational schedule for Elephant Butte service areas shall primarily consist of Friday treatment routes, with supplemental treatment activities occurring on designated Mondays when necessary to complete routes, respond to complaints, address mosquito activity, or recover from weather-related delays.

Routine evening and nighttime mosquito control operations shall generally occur between the hours of 8:00 p.m. and 1:00 a.m. When operationally appropriate, early morning treatment may begin as early as approximately 3:00 a.m., and additional treatment activity may occur near dusk or during other periods when mosquito activity, weather, route timing, and label requirements support treatment.

The operational schedule described herein is intended as a planning guideline and shall not constitute a guarantee that treatment will occur on any specific date or time.

Mosquito control operations may be delayed, modified, rescheduled, or suspended due to wind conditions, rainfall, storms, lightning, flooding, temperature inversions, equipment malfunction, calibration concerns, mechanical failure, public events, emergency incidents, road closures, construction activities, safety concerns, product availability, regulatory restrictions, or public health directives.

Wind and rain are significant factors in mosquito control operations. Treatment shall not be performed when the responsible operator or program administrator determines that wind, precipitation, or atmospheric conditions could reduce treatment effectiveness, create drift concerns, violate label requirements, or compromise public safety.

When a scheduled treatment route is postponed or cancelled, Truth or Consequences shall make reasonable efforts to perform the missed treatment on the next available operational day when conditions permit.

The equipment utilized under this Agreement consists primarily of energy-efficient, electrically powered Ultra-Low Volume application equipment. Such equipment is intended to operate with minimal noise output and reduced operational disruption when compared with traditional engine-driven application systems.

Operations shall be conducted in a manner intended to comply with applicable municipal ordinances, county regulations, New Mexico law, pesticide label requirements, and accepted industry practices. Nothing in this Agreement shall be interpreted as an absolute warranty regarding noise, route timing, environmental conditions, or treatment occurrence on any specific date.

Truth or Consequences shall not be deemed in default of this Agreement when operational delays occur due to weather conditions, equipment failures, public safety concerns, emergency events, regulatory requirements, or other circumstances beyond its reasonable control.

ARTICLE 8 - PROGRAM ADMINISTRATION AND SUBCONTRACTING AUTHORITY

Truth or Consequences may administer the program directly or through qualified subcontractors, licensed applicators, consultants, or service providers. Truth or Consequences may subcontract all or any portion of the operational mosquito and vector control services required under this Agreement.

Any subcontractor performing pesticide applications shall maintain licenses, certifications, insurance coverage, and regulatory approvals required by federal, state, and local law.

Truth or Consequences shall remain responsible to Elephant Butte for overall contract administration, reporting, coordination, compliance oversight, and performance under this Agreement regardless of subcontracting arrangements.

Truth or Consequences may modify operational staffing or subcontracting arrangements during the term of this Agreement without amendment, provided that required services remain subject to this Agreement and applicable law.

ARTICLE 9 - LICENSED APPLICATOR AND REGULATORY REQUIREMENTS

All pesticide applications performed under this Agreement shall be conducted by or under the supervision of properly licensed applicators in accordance with applicable federal, state, and local requirements.

Pesticides shall be applied only in accordance with EPA-approved product labeling, New Mexico Department of Agriculture requirements, federal pesticide law, New Mexico pesticide law, local requirements, and applicable safety standards.

No party, employee, contractor, or subcontractor shall be required to perform any application that is inconsistent with product labeling, regulatory requirements, weather limitations, equipment limitations, or sound professional practice.

ARTICLE 10 - CITY OF TRUTH OR CONSEQUENCES RESPONSIBILITIES

Truth or Consequences shall provide program administration and designate a contact for operational coordination.

Truth or Consequences shall provide or make available vector control equipment necessary for services under this Agreement, subject to equipment availability, mechanical condition, and operational feasibility.

Truth or Consequences shall coordinate subcontracted operational services when utilized, maintain reasonable operational records, review service issues, and provide monthly or periodic reports to Elephant Butte.

Truth or Consequences shall make reasonable efforts to maintain equipment readiness, schedule services, coordinate treatment routes, respond to complaints forwarded by Elephant Butte, and document delays or operational issues.

ARTICLE 11 - CITY OF ELEPHANT BUTTE RESPONSIBILITIES

Elephant Butte shall designate a municipal contact for vector control coordination, public requests, no-spray requests, priority requests, and complaint routing.

Elephant Butte shall provide reasonable access to designated service areas, assist with route clarification, forward public complaints or priority requests in a timely manner, and coordinate public communication when necessary.

Elephant Butte shall pay the annual service compensation and equipment support reserve contribution established in this Agreement and attached exhibits.

Elephant Butte shall promptly notify Truth or Consequences of public events, road closures, access restrictions, sensitive locations, or operational issues that may affect vector control services.

ARTICLE 12 - EQUIPMENT PROVIDED FOR SERVICES

Truth or Consequences shall provide or make available the vector control equipment used to perform services under this Agreement, which may include ULV foggers, pumps, tanks, hoses, nozzles, calibration equipment, accessories, and related operational equipment.

All equipment provided by Truth or Consequences shall remain the property of Truth or Consequences unless otherwise agreed in writing. Nothing in this Agreement shall transfer ownership of any equipment to Elephant Butte.

Equipment may be operated by Truth or Consequences personnel or authorized subcontractors for the purpose of performing vector control services under this Agreement and related regional vector control agreements.

ARTICLE 13 - EQUIPMENT SUPPORT RESERVE CONTRIBUTION

In addition to the annual service compensation, Elephant Butte shall establish an annual Equipment Support Reserve Contribution in the amount of One Thousand Dollars (\$1,000.00) per contract year.

The Equipment Support Reserve Contribution is intended as a safety blanket for qualifying major equipment repairs, replacement components, calibration-related repairs, mechanical failures, electrical failures, pump assemblies, atomizer assemblies, blower assemblies, control systems, or other significant equipment expenses associated with vector control equipment used to provide regional services.

The parties acknowledge that other governmental entities receiving vector control services, including Sierra County and Truth or Consequences, may maintain similar equipment support contributions or budgeted funds. The purpose of this provision is to equitably distribute major equipment support costs among the governmental entities receiving the benefit of the regional vector control program.

The Equipment Support Reserve shall not be used automatically. Before requesting or applying reserve funds, Truth or Consequences shall provide written notice to Elephant Butte identifying the affected equipment, the failed component or required repair, the estimated repair or replacement cost, the operational necessity of the expenditure, and supporting documentation when available.

Elephant Butte shall not be responsible for more than One Thousand Dollars (\$1,000.00) per contract year under this reserve contribution unless a separate written amendment or approval is executed by authorized representatives.

Unused Equipment Support Reserve funds may remain available for future qualifying equipment-related expenditures during the term of this Agreement or may be handled as otherwise directed by the parties in writing.

ARTICLE 14 - INSURANCE AND RISK REQUIREMENTS

Truth or Consequences shall ensure that services performed directly or through subcontractors are supported by insurance coverage customary for municipal operations and contracted pesticide application services.

Any subcontractor performing operational pesticide application services shall maintain general liability insurance of not less than \$1,000,000 per occurrence, commercial automobile liability coverage, and workers compensation coverage when required by law.

Proof of required subcontractor insurance may be requested by Truth or Consequences and maintained in program records. Operations may be suspended if required insurance or proof of coverage is unavailable.

ARTICLE 15 - INDEMNIFICATION AND RISK ALLOCATION

To the extent permitted by law, each party shall be responsible for its own acts, omissions, negligence, employees, officials, agents, and contractors, subject to applicable law and any limitations, immunities, or defenses available under the New Mexico Tort Claims Act or other applicable law.

Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, defense, or protection available to either party under applicable law.

Truth or Consequences shall not be responsible for claims or damages arising from Elephant Butte policy decisions, public communications, access restrictions, incorrect information supplied to Truth or Consequences, or matters outside the scope of this Agreement, except to the extent caused by Truth or Consequences as provided by law.

ARTICLE 16 - COMPLAINT MANAGEMENT AND PUBLIC REQUESTS

The parties shall use a structured complaint and request process to ensure public requests are documented and handled consistently.

The general workflow shall be: resident or member of the public to Elephant Butte designated contact; Elephant Butte designated contact to Truth or Consequences; Truth or Consequences to operational personnel or authorized subcontractor; response, documentation, and follow-up report as appropriate.

Do Not Spray requests shall be documented and maintained in the Do Not Spray Registry or a substantially similar format. Priority Spray requests shall be documented using the Priority Spray Request Form or substantially similar format. Complaints shall be investigated when reasonably necessary and documented using the Complaint Investigation Form or substantially similar format.

Elephant Butte shall determine public policy issues and provide direction when public requests conflict with public health needs, operational requirements, or municipal priorities.

ARTICLE 17 - REPORTING, LOGS, AND RECORDS

Truth or Consequences shall maintain or cause to be maintained operational records for services performed under this Agreement. Records may be maintained in paper or electronic format.

Reports and logs may include monthly vector control reports, weekly application logs, complaint forms, priority request forms, no-spray lists, equipment inspection logs, emergency response documentation, and annual program review information.

Monthly reports should include dates of service, locations or routes treated, products used when applicable, application rates where required, operator information, weather conditions, complaints received, corrective actions taken, emergency responses, and equipment issues.

ARTICLE 18 - EMERGENCY RESPONSE AND PUBLIC HEALTH EVENTS

Upon authorization or coordination between the parties, Truth or Consequences may provide emergency response services for mosquito outbreaks, confirmed or suspected mosquito-borne disease activity, flooding-related mosquito concerns, public events, standing water issues, or other public health conditions requiring additional response.

Emergency services may include additional applications, modified routes, priority inspections, larvicide applications where appropriate, supplemental reporting, or coordination with public health personnel.

Emergency services remain subject to product labeling, weather conditions, equipment availability, licensing requirements, public safety considerations, and applicable law.

ARTICLE 19 - ENVIRONMENTAL AND OPERATIONAL COMPLIANCE

All operations shall be performed in a manner intended to comply with applicable federal, state, and local requirements governing pesticide application and mosquito control operations.

Treatment activities shall be subject to pesticide label restrictions, weather conditions, environmental conditions, access limitations, route safety, and equipment availability.

No treatment shall be required when conditions make application unsafe, ineffective, unlawful, inconsistent with label requirements, or inconsistent with sound professional judgment.

ARTICLE 20 - COMPENSATION AND PAYMENT

In consideration of the services provided under this Agreement, Elephant Butte shall compensate Truth or Consequences in the amount of Twelve Thousand Two Hundred Dollars (\$12,200.00) annually for mosquito and vector control services within the designated Elephant Butte service areas.

The annual service compensation includes program administration, route planning, operational oversight, complaint response, emergency response capability, reporting, recordkeeping, regulatory compliance activities, subcontracted operational services when utilized, and routine program costs associated with performance of vector control services.

The annual service compensation is separate from the annual Equipment Support Reserve Contribution described in Article 13.

Compensation shall be paid pursuant to the payment schedule established in Exhibit C or as otherwise agreed by the parties in writing.

ARTICLE 21 - ANNUAL COMPENSATION AND PROGRAM REVIEW

The parties may conduct an annual program review to evaluate service areas, route performance, complaints, mosquito activity, equipment needs, public health concerns, fuel costs, chemical costs, subcontractor costs, insurance requirements, staffing needs, and regulatory changes.

Compensation may be adjusted only by written amendment or written approval by authorized representatives of both parties.

No annual adjustment shall be effective unless approved in writing by authorized representatives of the parties.

ARTICLE 22 - RECORD RETENTION AND AUDIT

Application records and operational records required by law shall be retained for the period required by applicable regulation. Unless a longer retention period is required by law, program records under this Agreement should be retained for not less than five (5) years.

Either party may request copies of records reasonably related to services performed under this Agreement, subject to applicable law, public records requirements, and protection of confidential or proprietary information.

ARTICLE 23 - PUBLIC RECORDS, CONFIDENTIALITY, AND PROPRIETARY MATERIALS

The parties acknowledge that municipal records may be subject to public records laws. Public records requests shall be handled by the receiving public entity in accordance with applicable law.

Nothing in this Agreement shall transfer ownership of proprietary contractor materials, operational systems, private business records, or third-party intellectual property to either municipality unless expressly transferred in writing.

ARTICLE 24 - SUSPENSION, DEFAULT, AND TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

Operations may be suspended if funding is unavailable, equipment is not operational, required insurance or licensing is unavailable, unsafe conditions exist, regulatory restrictions apply, public safety requires suspension, or weather conditions prevent safe or effective treatment.

If either party materially defaults, the non-defaulting party may provide written notice describing the alleged default and a reasonable opportunity to cure unless immediate action is required for safety, legal compliance, or protection of property.

Termination shall not relieve either party of payment obligations or reporting obligations incurred prior to the effective date of termination unless otherwise agreed in writing.

ARTICLE 25 - NOTICES

Notices to Elephant Butte shall be directed to the City Manager or other designated representative of the City of Elephant Butte, New Mexico.

Notices to Truth or Consequences shall be directed to the City Manager or other designated representative of the City of Truth or Consequences, New Mexico.

Either party may update its notice contact by providing written notice to the other party.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

This Agreement, together with its exhibits and written amendments, represents the proposed understanding of the parties regarding vector control services for Elephant Butte.

If any provision is found invalid, the remaining provisions shall remain in effect to the extent permitted by law.

Any amendment must be in writing and approved by authorized representatives of both parties.

Headings are for convenience and do not limit the meaning of the provisions.

This Agreement shall be interpreted under applicable New Mexico law.

The parties acknowledge that this Agreement is intended for attorney review and governing body consideration before final execution.

ARTICLE 27 - SIGNATURES

IN WITNESS WHEREOF, the parties execute this proposed Agreement through their authorized representatives.

CITY OF ELEPHANT BUTTE, NEW MEXICO

By: _____ Date: _____

Name/Title: _____

ATTEST:

By: _____ Date: _____

City Clerk

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By: _____ Date: _____

Name/Title: _____

ATTEST:

By: _____ Date: _____

City Clerk

EXHIBIT A - ELEPHANT BUTTE TREATMENT MAPS

The following maps identify proposed mosquito and vector control treatment routes and service areas for Elephant Butte. The maps are intended for planning and council review and may be updated by written agreement, administrative route update, or final approval before execution.

Exhibit A-1 - Primary Elephant Butte Residential Service Area and Hot Springs Landing Route



Exhibit A-1 - Primary Elephant Butte Residential Service Area and Hot Springs Landing Route

Exhibit A-2 - Lakeshore / Commercial Corridor and Western Residential Service Area

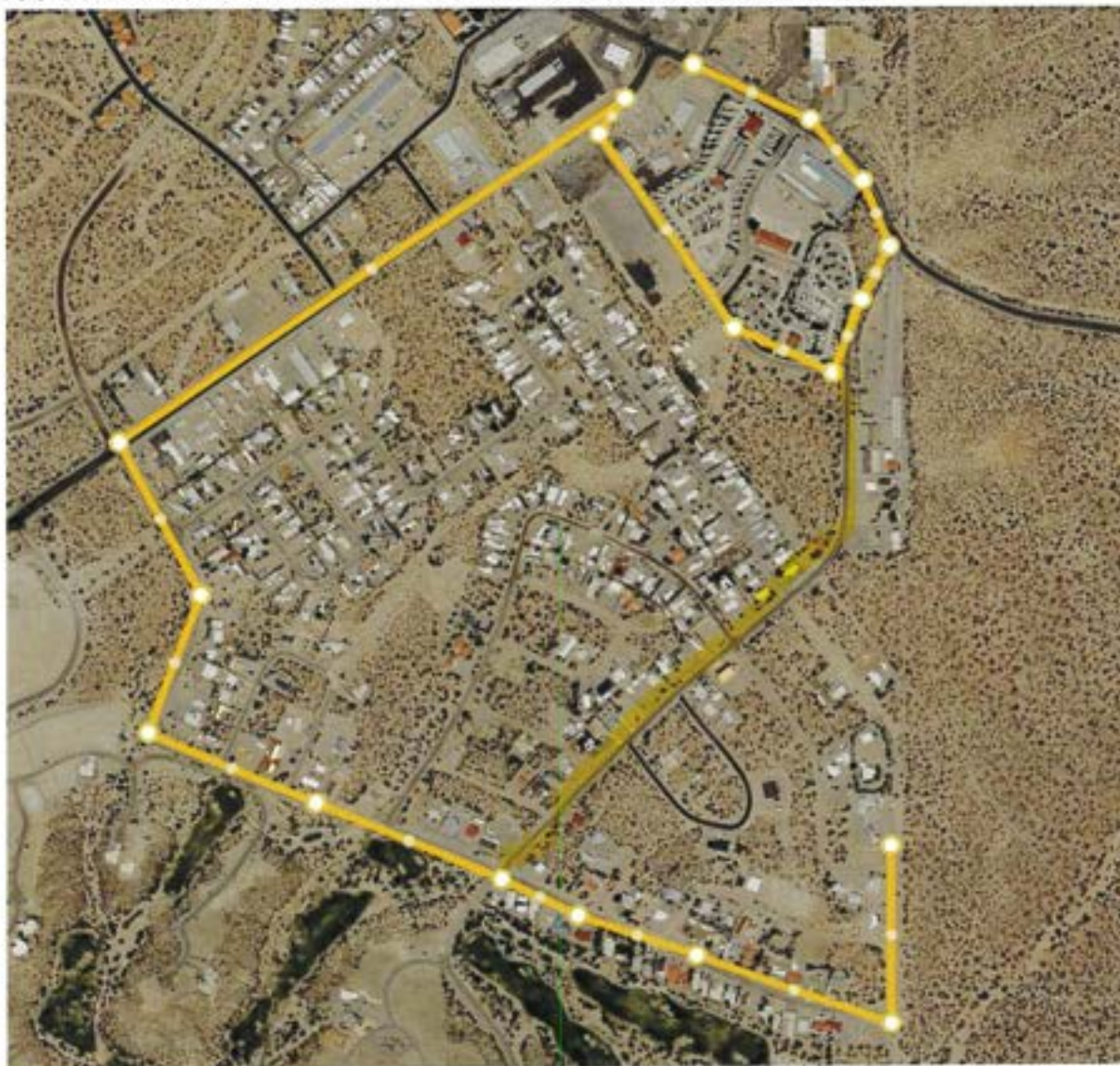


Exhibit A-2 - Lakeshore / Commercial Corridor and Western Residential Service Area

Exhibit A-3 - Golf Course, Resort, Pond, and Adjacent Residential Service Area



Exhibit A-3 - Golf Course, Resort, Pond, and Adjacent Residential Service Area

EXHIBIT B - SERVICE AREA DESCRIPTIONS

The service areas consist of the proposed treatment routes shown in Exhibit A-1 through Exhibit A-3, including residential neighborhoods, commercial corridors, lake-adjacent areas, Hot Springs Landing, golf-course-adjacent areas, resort and clubhouse corridors, pond-influenced areas, and other locations approved by the parties.

Treatment areas may be adjusted based on mosquito activity, standing water, route access, public health concerns, resident requests, no-spray requests, public events, field conditions, or direction from authorized municipal personnel.

EXHIBIT C - COMPENSATION SCHEDULE

Compensation Item	Annual Amount	Notes
Vector Control Services	\$12,200.00	Four-month operational season: July, August, September, and October. Includes routine program services and administration.
Equipment Support Reserve Contribution	\$1,000.00	Annual maximum reserve contribution for qualifying equipment repairs or replacement components, if needed and requested in writing.
Maximum Annual Program Value	\$13,200.00	Service compensation plus annual equipment reserve contribution.

The parties may use a monthly payment schedule during the operational season unless otherwise agreed in writing. Suggested monthly service compensation for the four-month operational season is \$3,050.00 per month for July, August, September, and October, exclusive of any Equipment Support Reserve request.

Month	Suggested Service Payment
July	\$3,050.00
August	\$3,050.00
September	\$3,050.00
October	\$3,050.00
Total	\$12,200.00

EXHIBIT D - EQUIPMENT SUPPORT RESERVE PROCEDURES

The Equipment Support Reserve Contribution shall be requested or applied only for qualifying equipment repairs, replacement components, or operational equipment failures associated with vector control equipment used to serve participating governmental entities.

Before reserve funds are utilized, Truth or Consequences shall provide written notice identifying the affected equipment, failed part or repair need, estimated cost, operational necessity, and supporting documentation when available.

Elephant Butte annual exposure for this reserve shall not exceed \$1,000.00 per contract year unless separately approved in writing.

EXHIBIT E - MONTHLY VECTOR CONTROL REPORT

Reporting Month		Year		Prepared By		Date Submitted	
Date	Route / Location	Product	Rate	Start / End Time	Weather	Operator	

Complaints / Requests Received:

Corrective Actions Taken:

Equipment Issues Noted:

Additional Comments:

Authorized Signature / Date:

EXHIBIT F - DO NOT SPRAY REGISTRY

Date Requested	Name	Address / Location	Phone / Contact	Notes / Radius / Restrictions

Do-not-spray requests are subject to law, operational feasibility, route safety, public health needs, and emergency response requirements.

EXHIBIT G - PRIORITY SPRAY REQUEST FORM

Field	Information
Date Received	
Received By	
Requestor Name	
Phone	
Address / Location	
City / Area	
Reason for Request	
Standing Water Present	Yes / No
High Mosquito Activity	Yes / No
Public Event / Health Concern	Yes / No
Inspection Date	
Action Taken	
Follow-Up Required	Yes / No
Resolution Date	
Notes	

EXHIBIT H - COMPLAINT INVESTIGATION FORM

Field	Information
Complaint No.	
Date Received	
Received From	Elephant Butte / Resident / Other
Received By	
Complainant Name	
Phone	
Location / Address	
Route Area	
Complaint Type	Missed Area / Mosquito Activity / Drift Concern / No-Spray Request / Other
Investigation Date	
Investigator	
Findings	
Action Taken	
Follow-Up Required	Yes / No
Resolution Date	

EXHIBIT I - EMERGENCY RESPONSE PROCEDURES

Emergency response procedures may be activated when mosquito activity, disease-vector concerns, flooding, standing water, public events, or public health conditions require response outside the normal operational schedule.

Notification Chain: Public / Elephant Butte Department / Authorized Representative -> Elephant Butte Designated Contact -> Truth or Consequences Designated Contact -> Operational Personnel or Authorized Subcontractor.

Emergency Review: Before response, operational personnel should review product label limitations, weather conditions, equipment status, route safety, and available personnel.

Emergency Action: Upon authorization or coordination, operational personnel may perform additional ULV applications, inspections, larvicide applications where appropriate, route modifications, or follow-up services.

Emergency Reporting: Date, time, location, reason for response, products used, conditions, and outcome should be documented in the monthly report or separate emergency report.

EXHIBIT J - EQUIPMENT INSPECTION LOG

Date	Truck / Equipment ID	Power / Battery / Fluids	Lights / Safety	ULV / Pump	Leaks / Damage	Operator Initials
		OK / Issue	OK / Issue	OK / Issue	None / Issue	
		OK / Issue	OK / Issue	OK / Issue	None / Issue	
		OK / Issue	OK / Issue	OK / Issue	None / Issue	
		OK / Issue	OK / Issue	OK / Issue	None / Issue	
		OK / Issue	OK / Issue	OK / Issue	None / Issue	

Issues / Notes:

EXHIBIT K - WEEKLY APPLICATION LOG

Week Of	Route	Date	Start Time	End Time	Product	Rate	Weather	Operator

Route Notes / Missed Areas / No-Spray Observations:

EXHIBIT L - ANNUAL PROGRAM REVIEW FORM

Program Year	Prepared By
Review Item	Total / Notes
Total Applications	
Total Complaints	
Priority Spray Requests	
Do-Not-Spray Requests	
Emergency Responses	
Equipment Issues	
Recommended Route Changes	
Recommended Equipment Changes	
Compensation Review Notes	
Recommended Program Improvements	

EXHIBIT M - CERTIFICATE OF INSURANCE REQUIREMENTS

When services are performed by a subcontractor, the subcontractor shall provide proof of insurance upon request and annually thereafter throughout the term of the Agreement or subcontract period.

The Certificate of Insurance should demonstrate required coverage, including General Liability Insurance of not less than \$1,000,000 per occurrence and any additional coverage required by law or by Truth or Consequences for contracted operations.

If a required policy expires or proof of coverage is not provided, operations may be suspended until acceptable proof of insurance is received.

ATTORNEY REVIEW NOTE

This packet is prepared as a proposed municipal review draft. Final terms, statutory authority, indemnification language, procurement requirements, insurance requirements, funding appropriations, noise ordinance references, and execution authority should be reviewed by the appropriate municipal attorney before adoption or execution.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: **F.3**

SUBJECT: Approval of Purchases over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: July 2, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

Per Resolution No 46 20/27 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$60,000).

Recommendation:

Approval Recommended by Chief Procurement Officer. Please see the attached purchase item list.

Attachments:

-
-

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

- -
-

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Carlos Miyagishima, Chief Procurement Officer

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 7-8-26

PROCUREMENTS \$60,000 AND OVER

2026-27 Fiscal Year

COMMISSION MEETING 07/8/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	CITY OF LAS CRUCES	WASTE DISPOSAL FOR SCSWA	Carlos Miyagishima	Procurement	\$780,000.00	Solid Waste Fund
B.	LONESTAR FREIGHTLINER GROUP LLC	2027 FREIGHTLINER REFUS TRUCK	Carlos Miyagishima	Procurement	\$ 390,000.00	Solid Waste Fund (possibly CES, need confirmation)
C.	WEX BANK	WEX- DIESEL & GASOLINE	Carlos Miyagishima	Procurement	\$ 60,000.00	SWPA Contract
D.	SUNNY 505	FY 26/27 CITY ADVERTISING & MARKETING AGREEMENT	Carlos Miyagishima	Procurement	\$ 132,869.92	Sunny 505 2026-2027 Contract
E.	JAIME F RUBIN ATTORNEY AT LAW LLC	OPEN PO DRAWDOWN FOR LEGAL SERVICES (FY26/27)	Carlos Miyagishima	Procurement	\$ 65,000.00	RFP #2025-05-002 Annual Legal Service Contract
F.	WEX BANK	OPEN PO FOR FUEL USAGE FOR PATROL UNITS	Carlos Miyagishima	Procurement	\$ 69,000.00	SWPA Contract
TOTAL					\$1,496,869.92	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date

*Rolf Hechler
Mayor*

*Destiny Mitchell
Mayor Pro-Tem*

*Amanda Forrister
Commissioner*



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

*Ingo Hoeppner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

July 1, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: WASTE DISPOSAL FOR SCSWA

The Procurement Department along with the Waste Department is requesting an approval amount of \$780,000.00 from the Waste Fund – Waste Disposals, with a Contract with SCSWA No. 2024-14. This is a yearly requisition that gets processed every fiscal year.

I will defer to Traci Alvarez, thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

\$780,000.00

Waste Fund – Waste Disposals: 505-3904

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition : #96526



REQUISITION

Requisition #: 96526

Date: 07/01/2026

Vendor #: 2146

ISSUED TO: CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NM 88004-9002

SHIP TO: SANITATION
601 Nadyne Court
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 SCSWA WASTE DISPOSAL		0.00 505-3904-45601	780,000.00
PO Description: WASTE DISPOSAL FOR SCSWA Detailed Description: WASTE DISPOSAL TRANSPORTED TO LAS CRUCES, SCSWA. SEE ATT. SIGNED RECITALS AGREEMENT 5-22-24 CITY OF LAS CRUCES COMMISSION MEETING 6-20-24 FINAL OPEN PO FY 2026-2027 - SOLID WASTE COMMISSION APPROVED 5-22-2024				

Authorized By: _____

SUBTOTAL:	780,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	780,000.00

**SOUTH CENTRAL SOLID WASTE AUTHORITY
RESOLUTION NO. 2024-14**

A RESOLUTION APPROVING THE SOLID WASTE HAULING SERVICES CONTRACT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO AND THE SOUTH CENTRAL SOLID WASTE AUTHORITY

The South Central Solid Waste Authority (SCSWA) is informed that:

WHEREAS, this Memorandum of Agreement (referred herein as the "Agreement") is entered into by and between the **CITY OF TRUTH OR CONSEQUENCES, NM** (referred to herein as the "City of T or C") and the **SOUTH CENTRAL SOLID WASTE AUTHORITY** referred to herein as the "Authority."); and

WHEREAS, the Joint Powers Agreement establishing the Authority delegated to the Authority the power to make and enter into contracts; and

WHEREAS, the Authority and the City of T or C desire to enter into this Solid Waste Hauling Services Contract for the purpose of the Authority to provide daily Solid Waste transfer hauling services for the City of T or C; and

WHEREAS, the Authority Executive Director is authorized to do all acts necessary to accomplish the intent of this Resolution, to include the signing of the contract, without further Board approval.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the South Central Solid Waste Authority.

(I)

THAT, the Board approves the Solid Waste Hauling Services Memorandum of Understanding by and Between the City of Truth or Consequences, New Mexico and South Central Solid Waste Authority; and

(II)

THAT, the Authority Executive Director is authorized to do all acts necessary to accomplish the intent of this Resolution, to include signing of the contract, without further Board approval.



G2024-0159
RESOLUTION

JUN 20, 2024 11:26:14 AM PAGES: 9

Deputy: Thomas Sierra

Amanda López Askin, County Clerk, Dona Ana, NM

Resolution 2024-14
Solid Waste Hauling Services Contract
City of T or C and SCSWA

PASSED AND APPROVED this 20th day of June 2024.

SOUTH CENTRAL SOLID WASTE AUTHORITY



Christopher Schaljo-Hernandez, Chair

MOVED BY: Commissioner Manuel Sanchez

SECONDED BY: Chair Christopher Schaljo-Hernandez

VOTE:

Commissioner Manuel Sanchez	Aye
Commissioner Diana Murillo	Aye
MPT Johana Bencomo	Aye
Chair Christopher Schaljo-Hernandez	Aye
Mayor Erick Enriquez	Absent
Vice Chair Becki Graham	Absent

MEMORANDUM OF UNDERSTANDING

Final Audit Report

2024-06-20

Created:	2024-06-20
By:	ROSA MONTOYA (rmontoya@scswa.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA09U-5bslm3ELUbD0p8FoQ7p67tcP9_m

"MEMORANDUM OF UNDERSTANDING" History

-  Document created by ROSA MONTOYA (rmontoya@scswa.net)
2024-06-20 - 3:59:19 PM GMT
-  Document emailed to Christopher Schaljo-Hernandez (schaljoherandez@donaanacounty.org) for signature
2024-06-20 - 3:59:23 PM GMT
-  Email viewed by Christopher Schaljo-Hernandez (schaljoherandez@donaanacounty.org)
2024-06-20 - 4:01:50 PM GMT
-  Document e-signed by Christopher Schaljo-Hernandez (schaljoherandez@donaanacounty.org)
Signature Date: 2024-06-20 - 4:02:03 PM GMT - Time Source: server
-  Agreement completed.
2024-06-20 - 4:02:03 PM GMT

CONTRACT BETWEEN THE CITY OF TRUTH OR CONSEQUENCES AND SOUTH CENTRAL SOLID WASTE AUTHORITY

This Contract entered into by and between the City of Truth or Consequences, hereinafter referred to as the "City," and **South Central Solid Waste Authority** hereinafter referred to as the "Contractor," to transfer Municipal Solid Waste (as defined in the New Mexico Solid Waste Act) for the City of Truth or Consequences. The Contractor is a state agency that was created by an appropriately executed Joint Powers Agreement. The parties can therefore enter into this Contract as a government-to-government Contract. As such, this Contract is exempt from the provisions of the State of New Mexico Procurement Code, pursuant to §13-1-98.

ARTICLE 1. MATERIAL TO BE PROVIDED: When requested, Contractor shall provide solid waste/transfer station hauling services as specified in the RFP and response documents for the City of Truth or Consequences. The Contractor shall have available the service required on an as ordered basis.

The parties had already successfully cooperated with each other in a January, 2016 Contract pursuant to a City's Request for Proposals (RFP) # 15-16-001. The Contractor shall continue to provide the services in accordance with the provisions of that Contract which included the RFP and the Contractor's responses thereto.

ARTICLE 2. PERIOD OF PERFORMANCE: The period of performance of this Contract shall begin from **July 1, 2024**. The Contract shall continue unless either party exercises its right to termination pursuant to paragraph 9 herein.

ARTICLE 3. PLACE OF PERFORMANCE: Contractor shall have available the item(s) and provide the service as per contract.

ARTICLE 4. ESTIMATED COST: The City procured a "Solid Waste Cost of Service and Rate Design Study" from Parkhill, Smith and Cooper dated January, 2024. Pursuant to the terms of the study, the Contractor's Disposal Rates Per Ton shall be in accordance with the following schedule:

South Central Solid Waste Authority Disposal Rate Per Ton

FY 2023 Revenue	FY 2024 Revenue	FY 2025 Revenue	FY 2026 Revenue	FY 2027 Revenue	FY2028 Revenue
\$57.01	\$61.00	\$65.27	\$68.53	\$71.96	\$75.56

Commencing in the year 2029 the rates will be adjusted annually consistent with the Consumer Price Index (CPI).

ARTICLE 5. NOTICES AND INVOICES: Invoices shall be mailed to Accounts Payable Office, 505 Sims Street, Truth or Consequences, New Mexico, 87901. All other correspondence shall be submitted jointly to:

CITY OF Truth or Consequences
505 Sims Street
T or C, NM 87901
575-894-6673 Ext. 320
FAX 575-894-0363
e-mail: agonzales@torcnm.org

ARTICLE 6. ASSIGNMENT OF CLAIMS: The Contractor shall not assign or delegate any interest in this Contract or transfer any interest or assign any claims for money due or to become due under this Contract, without the written consent of the City.

ARTICLE 7. MUTUAL HOLD HARMLESS AND INDEMNIFY CLAUSE: The contractor shall indemnify, defend and hold harmless the City, their officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the contractor, or sub-contractor caused by or arising out of the performance, act or omission by the contractor of any term of this contract.

Likewise, the City shall indemnify, defend and hold harmless the contractor, their officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the City caused by or arising out of the performance, act or omission by the City of any term of this contract.

ARTICLE 8. INSURANCE: For the duration of the contract and until all work specified in the contract is completed the Contractor shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated therein.

Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the Finance Department.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the City. If for any reason, any material change occurs in the coverage during the course of the contract such change will not become effective until thirty (30) days after the City has received written notice of such change.

A. The policy shall be written and the certificate shall reflect that:

1. All insurance required below is in *effect*.
 2. The City is an additional insured on the Contractor's general liability policy with respect to activities under the contract.
 3. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 4. The insurance afforded therein shall be primary insurance and any insurance or self-insurance of the City shall be excess and not contributory insurance.
 - i. Being that both Parties are governmental agencies and members of the New Mexico Self Insurance Pool, the contractor shall obtain insurance of the types described below from the New Mexico Self Insurance Fund.
1. Commercial General Liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury, and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance limiting coverage for claims arising from explosion, collapse or underground exposures.
 2. Worker's Compensation Insurance as required by the State.

3. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles.

B. Contractor shall maintain insurance coverage to meet the limits set in place by the New Mexico Tort Claims Act.

1. \$100,000 for damage to or destruction of property arising out of a single occurrence;
2. \$300,000 for all past and future medical and medically related expenses arising out of a single occurrence;
3. \$400,000 to any person for any number of claims arising out of a single occurrence;
4. \$750,000 for all claims other than medical or medically related expenses arising out of a single occurrence;
5. Worker's Compensation Insurance as required by statute.

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this Contract, for negligence, acts, errors or omissions to act occurring during the term of this Contract.

ARTICLE 9. TERMINATION: Either party may terminate this Contract with or without cause by providing written notice to the other party six (6) months in advance of the termination. In the event of a Contract termination, the Contractor shall be reimbursed for completed work that is approved by the City.

ARTICLE 10. RELEASE: The Contractor, upon final payment of the amount due under this Contract for work completed and approved by the City, releases the City, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority from an authorized City employee to do so, and then only within the limits of the expressed written authority.

ARTICLE 11. CONFLICT OF INTEREST: The Contractor warrants that he presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the City and appropriate action acceptable to the City shall be taken. The Contractor's failure to inform the City of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the City.

ARTICLE 12. INDEPENDENT CONTRACTOR: Nothing in this Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Contractor as an agent, representative or employee of the City for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City.

Contractor is an independent Contractor of the City. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

ARTICLE 13. PROCUREMENT CODE: As noted in the preamble of this Contract, this Agreement is a government-to-government Contract, and is thus exempted from the provisions of the Procurement Code as per the provisions of §13-1-98, N.M.S.A. (1978)

ARTICLE 14. AMENDMENT: This Contract shall not be altered, changed or amended except by a written instrument signed by both parties.

ARTICLE 15. SOVEREIGN IMMUNITY: By entering into this Contract, the City and its "public employees" as defined in the New Mexico Tort Claims Act, *supra*, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

ARTICLE 16. WAIVER: Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 17. MERGER OF PRIOR AGREEMENTS: This Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of the Contract. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 18. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 19. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 20. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the City shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 21. GOVERNING LAW: This contract shall be construed in agreement with the Laws of the State of New Mexico. The Contractor shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the City.

ARTICLE 22. BINDING EFFECT OF AGREEMENT: Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding on the administrators, assigns, and successors of the Contracting Parties.

ARTICLE 23. SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, the remainder of the Contract shall remain in full force and effect. However, in the event that neither party can reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is void and no damages shall accrue to either party.

ARTICLE 24. ARBITRATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the City and the Contractor, it shall be resolved by arbitration in New Mexico in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses shall be awarded as decided by the Arbitrator.

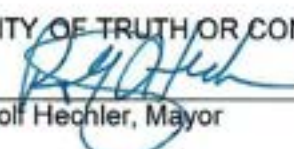
ARTICLE 25. NOTICE TO PROCEED: It is expressly understood that this Contract is not binding upon the City until approved and signed by the City and, further, that the Contractor is not to proceed with its obligations under the Contract until the Contractor has received a fully signed copy of the Contract.

ARTICLE 26. NON-APPROPRIATION: The City's obligation to make payment under the terms of this Agreement are contingent upon its appropriation of sufficient funds to make those payments. If the City does not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Principal. The City's determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

ARTICLE 27. DUPLICATE ORIGINALS: This document shall be executed in no less than four (4) counterparts, each of which shall be deemed an original.

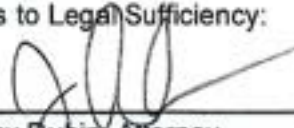
ARTICLE 28. SUB-CONTRACT: The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the City or as negotiated an made part of this Agreement.

CITY OF TRUTH OR CONSEQUENCES


Rolf Hechler, Mayor

Date May 22, 2024

As to Legal Sufficiency:


Jay Rubin, Attorney

Date May 22, 2024

CONTRACTOR

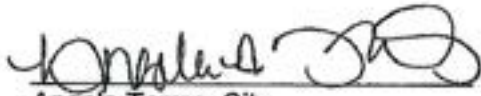

Patrick L. Pook
Print Name

Address: SASWA

2865 W. Amarok Ave.

Las Cruces, NM 88005

CRS #: _____



Angela Torres, City
Clerk-Treasurer

Date: May 22, 2024

Federal Tax ID #or SS#: _____

Telephone#: 575-528-3800

Date: 6/20/24

*Rolf Hechler
Mayor*

*Destiny Mitchell
Mayor Pro-Tem*

*Amanda Forrister
Commissioner*



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

*Ingo Hoeppner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

July 1, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: 2027 FREIGHTLINER REFUS TRUCK

The Procurement Department along with the Waste Department is requesting an approval amount of \$390,000.00 from the Waste Fund – Waste Disposals. We already have a Rollover PO (82390-R1) with the vendor, but this would be for a new truck.

I will defer to Traci Alvarez, thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

\$390,000.00

Waste Fund – Waste Disposals: 505-3904

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition : #96534



REQUISITION

Requisition #: 96534

Date: 07/01/2026

Vendor #: 8677

ISSUED TO: LONESTAR FREIGHTLINER GROUP LLC
12901 I-40 WEST FRONTAGE RD
ALBUQUERQUE, NM 87121-

SHIP TO: SANITATION
601 Nadyne Court
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 2027 FREIGHTLINER 108SD PLUS REFUS TRUCK		0.00 505-3904-80810	390,000.00

PO Description: 2027 FREIGHTLINER REFUS TRUCK

Detailed Description:

2027 FREIGHTLINER 108SD REFUS TRUCK
LONESTAR FREIGHTLINER GROUP LLC
SEE ATTACHED:
COMMISSION APPROVED:
*CAPITAL ITEM
SOLID WASTE

Authorized By: _____

SUBTOTAL:	390,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	390,000.00

Pete's Equipment Repair, Inc.



Cleaning and Protecting Our Communities

1412 Broadway NE
Albuquerque, NM 87102
(505) 242-6969 Phone
(505) 242-4156 Fax
www.petesequip.com

March 5, 2026

Lonestar Truck Group
12901 Frontage Rd. SW
Albuquerque, NM 87121
Pat Torres, Governmental Sales Associate

Dear Mr. Torres:

I am pleased to offer you a new 2026 New Way 33 yd Sidewinder Automated Side Loader body for \$209,831.00. This price includes the following options and features:

- 33-yard, Automated Side Loader Body
- Strobe Light Package, Lower tailgate
- Hot Shift PTO, Tandem Vane, Drive Line
- Acrylic Urethane Enamel White
- Strobe Light Package, Upper tailgate
- Variable Grip Pressure Arm
- LED Body Lights
- Strobe Light Package, Lower tailgate
- Trough Cleanout Tool
- Hopper Floor Liner, 188 AR450
- Remote Grease Zerk Tailgate & Upper Cyl Hinge
- Cleanout Chute Extension
- Arm Powder Coat (Safety Yellow)
- 10 lb. Fire Extinguisher
- LED Mid Body back up lights
- Arm Control Joystick on Console
- Shovel/Broom Rack
- Camera System w/7" Color Monitor
- Arm Controls Keypad Under Seat
- Upper Light Bar w/(2) Stop/Tail
- Hopper Access Ladder
- Rake Teeth Breaker Bar
- 96 Gallon Arm 6 x 6 Chains
- Arm Cycle Counter

The purchase order should be addressed to Pete's Equipment Repair, Inc. as we are the sole dealer for New Way Refuse Trucks in the State of New Mexico. Delivery is estimated to be 120 days after chassis is received by New Way Refuse Trucks from chassis dealer. Quote is valid for 30 days from today's date. If you have any questions, please give me or Laurie Rebarchik a call.

Thank you for this opportunity,

Pete Marquez, Sr.
President



1412 Broadway NE, Albuquerque, NM 87102 (505) 242-6969 Phone, (505) 242-4156 Fax

Prepared by:
Pat Torres
LONESTAR TRUCK GROUP
ALBUQUERQUE
12901 I-40 WEST FRONTAGE
ROAD
ALBUQUERQUE, NM 87121
Phone: 505-833-1000

A proposal for
NEW MEXICO DOT AND ALL POLITICAL SUB DIVISIONS

Prepared by
LONESTAR TRUCK GROUP ALBUQUERQUE
Pat Torres

Mar 11, 2026

Freightliner 108SD Plus



Components shown may not reflect all spec'd options and are not to scale

Prepared by:
Pat Torres
LONESTAR TRUCK GROUP
ALBUQUERQUE
12901 I-40 WEST FRONTAGE
ROAD
ALBUQUERQUE, NM 87121
Phone: 505-833-1000

Mr. Alvarez

Thank You for allowing me to be able to quote you on your next truck purchase. I have attached the new quote on the new Freightliner with the Dual Sit Down Right Hand Drive Conversion as well as the New Way Body Quote. Please see the attached. Please feel free to call me or e mail me with any questions you may have.

Respectfully,,

Pat Torres



S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-30D	SD PRL-30D (EFF:MY27 ORDERS)		
Data Version			
DRL-027	SPECPRO21 DATA RELEASE VER 027		
Vehicle Configuration			
001-176	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748
004-227	2027 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs		

Prepared by:
 Pat Torres
 LONESTAR TRUCK GROUP
 ALBUQUERQUE
 12901 I-40 WEST FRONTAGE
 ROAD
 ALBUQUERQUE, NM 87121
 Phone: 505-833-1000

	Data Code	Description	Weight Front	Weight Rear
	A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs		
Truck Service				
	AA3-062	REFUSE, SIDE LOAD OR REAR PACKER BODY - DOES NOT UNLOAD IN A LANDFILL		
	AF3-151	NEW ENGLAND TRUCK EQUIPMENT		
Engine				
	101-2NB	DD8 7.7L 6 CYL DUAL STAGE 350 HP @ 2200 RPM, 2600 GOV RPM, 1050 LB-FT @ 1200 RPM	-70	
Electronic Parameters				
	79A-070	70 MPH ROAD SPEED LIMIT		
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED		
	79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM		
N	79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
N	79Q-004	PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM		
	79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	79W-002	TWO REMOTE PTO SPEEDS		
	79X-006	PTO SPEED 1 SETTING - 950 RPM		
	79Y-005	PTO SPEED 2 SETTING - 1200 RPM		
N	80C-001	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS		
N	80G-001	PTO MINIMUM RPM - 600		
	80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
	80S-013	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCK, WITH PTO CONNECTIONS, NO INTERLOCKS		
	80T-013	PTO 2, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, NO FACTORY INTERLOCKS		
	87W-021	PTO 2 MODE ENGINE RPM LIMIT - 1600 RPM		
Engine Equipment				
N	99C-024	EPA 2010/GHG 2024 CONFIGURATION		

Data Code	Description	Weight Front	Weight Rear
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-047	WABCO 20.0 CFM SINGLE CYLINDER AIR COMPRESSOR		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1A7	DETROIT MD COMPRESSION BRAKE WITH ON/OFF SWITCH		
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		

	Data Code	Description	Weight Front	Weight Rear
	43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
	242-998	NO MUFFLER/TAILOPIPE SHIELD	-10	
	273-059	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE		
	276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
	110-077	DETROIT ENGINE MOUNTED FUEL/WATER SEPARATOR WITH WATER-IN-FUEL SENSOR AND ESOC		
	118-001	FULL FLOW OIL FILTER		
N	266-104	1115 SQUARE INCH ALUMINUM RADIATOR		
	103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
	171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	270-016	RADIATOR DRAIN VALVE		
	138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
	140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
	155-080	DELCO 12V 31MT STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

N	342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

	343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
	84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
	84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
	84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

Data Code	Description	Weight Front	Weight Rear
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
85E-011	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 1000 RPM		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-2JV	(2) CUSTOMER INSTALLED CHELSEA 281 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		

Data Code	Description	Weight Front	Weight Rear
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID		
Front Axle and Equipment			
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	310	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1K8	MERITOR MT-44-14XP 44,000# R-SERIES TANDEM REAR AXLE WITH PUMP		2,610
421-586	5.86 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	60	60
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		

Data Code	Description	Weight Front	Weight Rear
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE		
87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF		
87B-023	INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH PR LESS, DISENGAGE WIGN OFF OR SPEEDS EXCEEDING 25 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-1B3	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		810
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		-20
628-004	STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		100
439-001	REAR SHOCK ABSORBERS - ONE AXLE		40
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL		

Prepared by:
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 12901 I-40 WEST FRONTAGE
 ROAD
 ALBUQUERQUE, NM 87121
 Phone: 505-833-1000

Data Code	Description	Weight Front	Weight Rear
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
46E-001	STANDARD AIR MANAGEMENT UNIT		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
478-998	NO AIR HOSE HANGER		
1AZ-998	NO TRAILER RECEPTACLE BRACKET		
Wheelbase & Frame			
545-675	6750MM (266 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	750	170
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	270	450
552-007	2450MM (96 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-70	300
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 200.2 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 197.2 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 401.62 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 133.96 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 146.08 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		

Data Code	Description	Weight Front	Weight Rear
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-042	BETTS B-25 PAINTED MUDFLAP BRACKETS		15
590-998	NO REAR MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE		
607-026	CLEAR FRAME RAILS (EXCEPT AIR DRYER) OUTBOARD BOTH RAILS BACK OF CAB TO REAR SUSPENSION		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5	
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-119	DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT	5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	

Data Code	Description	Weight Front	Weight Rear
094-1RK	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL REAR TIRES		168
510-1RK	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL SPARE TIRE		134
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		160
511-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC SPARE WHEEL		83
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-004	FRONT FENDERS SET-BACK AXLE		
678-001	LH AND RH GRAB HANDLES		
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
652-001	FREIGHTLINER NAME PLATES		
690-002	TUNNEL/FIREWALL LINER		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		

Data Code	Description	Weight Front	Weight Rear
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

Cab Interior

055-019	RUGGED TRIM PACKAGE
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
706-013	MOLDED DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-036	ASH CUP AND (1)LIGHTER,(1)12V POWER OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY

Data Code	Description	Weight Front	Weight Rear
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-004	10 LB. FIRE EXTINGUISHER WITH MOUNTING BRACKET	20	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
740-998	NO MATTRESS	-20	-15
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-1AK	BLACK VINYL DRIVER SEAT COVER		
761-1AK	BLACK VINYL PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		

	Data Code	Description	Weight Front	Weight Rear
	765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls				
	106-002	ELECTRONIC ACCELERATOR CONTROL		
	732-998	NO INSTRUMENT PANEL-DRIVER		
	734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
N	87L-003	ENGINE PTO SPEED CONTROL WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
	870-001	BLACK GAUGE BEZELS		
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
	198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
	721-001	97 DB BACKUP ALARM		3
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
	81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
	844-001	2 INCH ELECTRIC FUEL GAUGE		
	148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
	48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
	48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
	163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
	856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
	854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		

Prepared by:
 Pat Torres
 LONESTAR TRUCK GROUP
 ALBUQUERQUE
 12901 I-40 WEST FRONTAGE
 ROAD
 ALBUQUERQUE, NM 87121
 Phone: 505-833-1000

Data Code	Description	Weight Front	Weight Rear
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
73H-014	(1) BACKUP CAMERA-END OF FRAME MOUNTED WITH 15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-004	ELECTRONIC STABILITY CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
75W-998	NO MULTIBAND ANTENNA		
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		

Data Code	Description	Weight Front	Weight Rear
8D1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		
838-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR		

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
96F-972	POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)
964-020	STANDARD BLACK BUMPER PAINT
963-003	STANDARD E COAT/UNDERCOATING

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 ALBUQUERQUE, NM 87121
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Data Code	Description	Weight Front	Weight Rear
Extended Front Axle Coverage			
WA4-039	AXLE: DETROIT FRONT ONLY: HD EXTREME 5 YEARS/200,000 MILES/322,000 KM EXTENDED AXLE COVERAGE		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		
99B-001	SHIP TO FONTAINE (MOUNT HOLLY, NC) PRIOR TO DELIVERY		
Sales Programs			
NO SALES PROGRAMS HAVE BEEN SELECTED			

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight*	8680 lbs	8896 lbs	17576 lbs
Total Weight*	8680 lbs	8896 lbs	17576 lbs

Extended Warranty	
WAI-78Y	EXT ULTIMATE DETROIT ENGINE: DD8 SINGLE/DUAL STAGE 5 YEARS/200,000 MILES/322,000 KM. FEX APPLIES
WBB-21P	EXT ULTIMATE TRUCK CHASSIS: US MD EXTREME-SEVERE 5 YEARS/200,000 MILES/322,000 KM
WAK-121	ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE FEX
WAL-253	AXLE: NON-DETROIT TANDEM REAR ONLY: HD EXTREME 5 YEAR/200,000 MILE/322,000 KM EXTENDED COVERAGE



Prepared by:
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12901 I-40 WEST FRONTAGE
ROAD
ALBUQUERQUE, NM 87121
Phone: 505-833-1000

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

CONDENSED SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Vehicle Configuration			
001-176	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748
002-004	SET BACK AXLE - TRUCK		
Engine			
101-2NB	DD8 7.7L 6 CYL DUAL STAGE 350 HP @ 2200 RPM, 2600 GOV RPM, 1050 LB-FT @ 1200 RPM	-70	
Engine Equipment			
128-1A7	DETROIT MD COMPRESSION BRAKE WITH ON/OFF SWITCH		
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
Transmission			
N 342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Front Axle and Equipment			
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
Front Suspension			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	310	
Rear Axle and Equipment			
420-1K8	MERITOR MT-44-14XP 44,000# R-SERIES TANDEM REAR AXLE WITH PUMP		2,610
421-586	5.86 REAR AXLE RATIO		
Rear Suspension			
622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		810
Wheelbase & Frame			
545-675	6750MM (266 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	750	170
Fuel Tanks			
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5	
Tires			

Data Code	Description	Weight Front	Weight Rear
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-1RK	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL REAR TIRES		168

Wheels

502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		160

Cab Exterior

829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
---------	---

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	8680 lbs	8896 lbs	17576 lbs
Total Weight*	8680 lbs	8896 lbs	17576 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

(*) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Prepared by:
 Pat Torres
 LONESTAR TRUCK GROUP
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 12901 I-40 WEST FRONTAGE
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QUOTATION

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 DD8 7.7L 6 CYL DUAL STAGE 350 HP @ 2200 RPM, 2600
 GOV RPM, 1050 LB-FT @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MERITOR MT-44-14XP 44,000# R-SERIES TANDEM
 REAR AXLE WITH PUMP
 HENDRICKSON RT463 @46,000# REAR SUSPENSION
 DETROIT DA-F-20 0-5 20,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 20,000# FLAT LEAF FRONT SUSPENSION

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 6750MM (266 INCH) WHEELBASE
 NO FIFTH WHEEL
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 2450MM (96 INCH) REAR FRAME OVERHANG
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
 REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	144,221	\$	144,221
EXTENDED WARRANTY		\$	8,096	\$	8,096
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	152,317	\$	152,317

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(387)	\$	(387)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	233,126	\$	233,126

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	385,056	\$	385,056
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___



Prepared by:
Pat Torres
LONESTAR TRUCK GROUP
ALBUQUERQUE
12901 I-40 WEST FRONTAGE
ROAD
ALBUQUERQUE, NM 87121
Phone: 505-833-1000

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*Rolf Hechler
Mayor*

*Destiny Mitchell
Mayor Pro-Tem*

*Amanda Forrister
Commissioner*



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

*Ingo Hoeppner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

July 1, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: SUPPLY VEHICLES & EQUIPMENT WITH FUEL

The Procurement Department along with the Solid Waste Department are requesting an approval amount of \$60,000.00, using a Statewide Price Agreement Contract 20-00000-22-00058. This PO would be to supply vehicles and equipment with fuel.

I will defer to Gary Whitehead, thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

\$60,000.00

Solid Waste Fund – Fuel: 505-3904

Regards,

Carlos Miyagishima

Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition : #96528



REQUISITION

Requisition #: 96528

Date: 07/01/2026

Vendor #: 7389

ISSUED TO: WEX BANK
P.O. BOX 6293
CAROL STREAM, IL 60197-6293

SHIP TO: SANITATION
601 Nadyne Court
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 WEX- DIESEL & GASOLINE		0.00 505-3904-43316	60,000.00
PO Description: SUPPLY VEHICLES & EQUIPMENT WITH FUEL Detailed Description: GAS & DIESEL FOR ALL VEHICLES & EQUIPMENT ON WEX CARD OPEN PO FY 2026-2027- SOLID WASTE				

Authorized By: _____

SUBTOTAL:	60,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	60,000.00



**State of New Mexico
General Services Department
Purchasing Division
Price Agreement Amendment**

Awarded Vendor:

0000045609

WEX Bank

111 E Sego Lily Dr.

Sandy, UT 84070

Contact: Cory Herzog**Email:** cory.herzog@wexin.com**Telephone No.** (801) 347-9379Number: 20-00000-22-00058NASPO Master Agreement No.: 00819Amendment No.: TwoTerm: July 8, 2022 – December 31, 2026**Ship To:**

All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Jessica Chavez *JC*Telephone No.: (505) 500-9824Email: jessica.chavez@gsd.nm.gov**Invoice:**

As Requested

Title: **Fleet Card Services****This amendment is to be attached to the respective Price Agreement and become a part thereof.**

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 30, 2025 to December 31, 2026 at the same price, terms and conditions.

This Amendment is issued to update vendor's address and point of contact as follows:

FROM

97 Darling Ave.

So. Portland, ME 04106

Contact: Ryan Kelly**Email:** ryan.kelly@wexinc.com**Phone:** (952) 922.1104**TO**

111 E Sego Lily Dr.

Sandy, UT 84070

Contact: Cory Herzog**Email:** cory.herzog@wexinc.com**Phone:** (801) 347-9379

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico*Dorothy Mendonca*

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 12/9/2025

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

Certificate Of Completion

Envelope Id: A305E740-323A-4B7A-8085-D6CE718C7207

Status: Completed

Subject: Please DocuSign: SPD SPA 20-00000-22-00058 Fleet Card Services A002

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Jessica Chavez

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

jessica.chavez@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Jessica Chavez

Location: DocuSign

12/9/2025 3:14:49 PM

jessica.chavez@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Vanessa LeBlanc

vanessa.leblanc@gsd.nm.gov

Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication (None), Login with SSO

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 12/9/2025 3:16:29 PM

Viewed: 12/9/2025 3:16:59 PM

Signed: 12/9/2025 3:17:03 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Jessica Chavez

jessica.chavez@gsd.nm.gov

Procurement Specialist II

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 12/9/2025 3:17:04 PM

Viewed: 12/9/2025 3:18:16 PM

Signed: 12/9/2025 3:18:30 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1011:b15f:317c:31a8:f1e9:a83f:7b1d

Signed using mobile

Sent: 12/9/2025 3:18:31 PM

Viewed: 12/9/2025 3:36:41 PM

Signed: 12/9/2025 3:36:50 PM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2025 3:16:29 PM
Certified Delivered	Security Checked	12/9/2025 3:36:41 PM
Signing Complete	Security Checked	12/9/2025 3:36:50 PM
Completed	Security Checked	12/9/2025 3:36:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPDinfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000045609

WEX Bank

97 Darling Avenue

So. Portland, ME 04106

Contact: Ryan Kelly

Email: ryan.kelly@wexinc.com

Telephone No.: (952) 922-1104

Number: 20-00000-22-00058

NASPO Master Agreement No.: 00819

Amendment No.: One

Term: July 8, 2022 – December 31, 2025

Ship To:

**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.**

Procurement Specialist: Jessica Chavez

Telephone No.: (505) 500-9824

Email: jessica.chavez@gsd.nm.gov

Invoice:

As Requested

Title: Fleet Card Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This Amendment is issued to add the attached Enrollment Form to the Statewide Price Agreement.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 4/17/2025

X This has been signed on behalf of the State Purchasing Agent

**GOVERNMENT -- EV CHARGING EN ROUTE SOLUTION
ENROLLMENT FORM**

This En Route EV Charging Solution Enrollment Form (“**Enrollment**”) is submitted by the entity listed below (“**Company**”). Upon WEX Bank’s (“**Issuer**”) approval of Company’s enrollment, this Enrollment will govern the provision of the Solution (as defined hereunder) by Issuer to Company, and will incorporate the terms of the Business Charge Account Agreement between Company and Issuer (“**Agreement**”). The Company and Issuer are referred to individually as a “**Party**” and jointly as the “**Parties**”. Capitalized terms used in this Enrollment that are not otherwise defined shall have the meanings set forth in the Agreement.

Company Name: State of New Mexico	
Company Address: 1100 St. Francis Drive	City/State/Zip: Santa Fe, NM 87505
☐ New Customer	☒ Existing Customer Account Number: 0496001871896
☐ Tax Exempt Organization	

EV CHARGING EN ROUTE SOLUTION (“SOLUTION”)

Company wishes to enable Card acceptance or payment via an Authorized Payment Device (defined below) at certain electric vehicle (“**EV**”) charging stations operated by charge point operators participating in the WEX Inc. card network (each, a “**CPO Merchant**”) pursuant to the terms set forth in this Enrollment and the terms of the Agreement.

FEES, BILLING, AND PAYMENT

EV Enabled Card Fee. The Company will pay a **monthly fee of \$5.00** (the “**EV Fee**”) for **each** Card that is enabled for Transactions at EV charging stations. The EV Fee applies for each Card enabled on any day of a given calendar month.

Authorized Payment Device Replacement Fee. Company will be provided one radio frequency identification (RFID) device to use as an Authorized Payment Device (as defined below) for each enabled Card at no additional cost. If an RFID device needs to be replaced, an additional RFID device will be provided and Company will be charged \$10.00 per additional RFID device, with the original RFID to be disabled.

Payment Terms. Billing for purchases made with an Authorized Payment Device shall be pursuant to the terms of the Agreement.

No Rebates. Any purchases made through use of an Authorized Payment Device shall not be eligible for any Rebate provided under the Agreement.

TERMS AND CONDITIONS

1. **Solution Description.** Pursuant to the terms of this Enrollment and the Agreement, Company will use an Authorized Payment Device to purchase EV charging from CPO Merchants. An “**Authorized Payment Device**” means any RFID device, a physical form of payment or a mobile application, in any case specified and provided by Issuer. Subject to completing the request in section 2.1, Company authorizes Issuer to connect an EV-enabled Card to an Authorized Payment Device to initiate and complete purchases from CPO Merchants. All terms and conditions of the Agreement applicable to “Cards” or to Transactions using a Card shall also apply to the Authorized Payment Devices and Transactions using an Authorized Payment Device, except to the extent expressly set forth otherwise in this Enrollment.
2. **Company Responsibilities**
 - 2.1 Upon acceptance and approval of this completed Enrollment by Company, Issuer will enable one or more Cards designated by Company for use for purchases from CPO Merchants. Upon such enablement by Issuer, any individual that uses the Authorized Payment Device linked to that Card shall be considered an “**Authorized EV Charging User.**” Company may add or change Cards or Authorized EV Charging Users, or request additional RFID devices in the online portal.
 - 2.2 Company will comply with, and shall ensure all Authorized EV Charging Users to comply with, any reasonable instructions provided by Issuer or the applicable CPO Merchant pertaining to use of EV charging, the EV charging station equipment and related applications, any mobile applications intended for use with the Solution, and any Authorized Payment Devices.
 - 2.3 ChargePoint Charging. This section applies if Company or Authorized EV Charging Users purchase EV charging or related products and services from ChargePoint and its network operators. The Authorized Payment Device provided to Company or any Authorized EV Charging User may include or utilize services, software and/or other proprietary materials of ChargePoint, Inc. (“**ChargePoint**”) in connection with Company’s or any Authorized EV Charging User’s accessibility to electric vehicle charging services provided via ChargePoint and its network (collectively, “**ChargePoint Technology**”). Company hereby represents and warrants that its use and/or any Authorized EV Charging User’s use of any of the Charge Technology shall be governed by and subject to the following: (i) ChargePoint Terms of Service (found at: https://na.chargepoint.com/terms_mobile?instance=NA-US&country_id=233&locale=en) (collectively, “**ChargePoint Terms**”); and (ii) ChargePoint, as a third-party beneficiary with respect to the ChargePoint Terms, shall be entitled to enforce any of the ChargePoint Terms against Company with regards to Company’s use or any Authorized EV Charging User’s use of the ChargePoint Technology.

With sole respect to the Enrollment, the following Special Terms apply if a Company is a state or local government entity (“**Special Entity**”) and only to the extent that any offerings provided under the Enrollment are being used in a Company’s official capacity as a state or local government entity (“**Special Purpose**”). In the event of any conflict or inconsistency between the Enrollment terms, including the ChargePoint Terms of Service for ChargePoint® Accounts and the Special Terms, the following Special Terms shall prevail for the Special Purpose.

Special Terms:

- I. Governing law and venue shall be those of the respective state of the Special Entity;
- II. Limitation of liability terms in the Enrollment terms shall not apply to the Special Entity;
- III. Indemnification terms in the Enrollment terms shall not apply to the Special Entity; and
- IV. Arbitration terms in the Enrollment terms shall not apply to the Special Entity.

- 2.4 Company will immediately notify Issuer when an Authorized EV Charging User leaves the Company, retires or is absent for an extended period of time.
3. **Issuer Responsibilities.** Upon receipt of a request in the online portal to enable a Card for EV charging, Issuer will enable the applicable Account for EV charging and provide an Authorized Payment Device if requested by Company. Upon enablement of the Account, Company may use a mobile application designated by Issuer for EV charging upon downloading and/or updating the mobile application, as applicable. If an Authorized EV Charging User already has access rights to use EV charging with an CPO Merchant, Issuer may "link" preexisting account information. Use of a mobile application may be subject to additional terms and conditions as set forth in the relevant application. Company must comply and must ensure that its Authorized EV Charging Users comply with the policies and terms of use posted on such mobile applications or otherwise provided to Company by Issuer.
4. **Data Collection and Usage**
- 4.1 Issuer owns all data collected by or on behalf of Issuer in connection with Company's use of the Solution, including but not limited to transactional data collected at EV charging stations. Any feedback provided by Company in connection with its use of the Solution shall be owned by Issuer, including any suggested improvements to the Solution.
- 4.2 Activation of an Authorized Payment Device may require Issuer to share certain Company and Authorized EV Charging User information with the applicable CPO Merchant, including contact information, VIN information and usage associated with Company's Account. Additionally, for Cards issued with the name of an Authorized EV Charging User, Issuer may ask for personally identifiable information from the Authorized EV Charging Users and may share this information with the applicable CPO Merchant in order for it to provide and support services related to the access to and provision of the Solution.
5. **Controls.** The application of any Controls may not be available for purchases on an Authorized Payment Device when an RFID is used and Company agrees to be liable for purchases made with a CPO Merchant even if a Control has been exceeded for any Transaction. Subject to the terms of the Agreement, Company remains liable for all EV charging session fees billed to its Account.
6. **Term; Termination.** The term of this Enrollment will commence on the date this signed Enrollment is submitted to Issuer ("**Enrollment Effective Date**") and will continue on an ongoing basis until either Party terminates as set forth in this section. Either Party may terminate this Enrollment at any time for any reason upon thirty (30) days' prior written notice to the other Party, provided that Company will not be entitled to a refund of any EV Fees paid and must pay all amounts due through the effective date of termination. Issuer may also suspend usage of any Authorized Payment Device in its sole discretion, including if it reasonably believes it is being used for any unauthorized or fraudulent purpose. Upon termination of this Enrollment, Company shall return all Authorized Payment Devices to Issuer within 30 days of the effective date of termination.
7. **Miscellaneous.** This Enrollment will also be subject to and governed by the Agreement and any subsequent amendments, modifications, or replacements thereto. If there is any conflict between the provisions in this Enrollment and the provisions in the Agreement, the provisions in this Enrollment shall prevail but only with respect to the Solution. Issuer may modify the terms and conditions of this Enrollment, including any applicable fees, pursuant to the terms of the Agreement. No course of dealing between the Parties will be construed as a waiver of any breach or right, and no waiver of any breach or right arising under this Enrollment will be effective unless consented to in writing in the form of an amendment signed by both Parties, nor shall it be construed as a waiver of any breach or right subsequently. This Enrollment may be executed electronically.

The undersigned hereby executes this Enrollment on behalf of Company as an authorized representative of Company. Company understands that Company's participation in the Solution is subject to acceptance by the approval of Issuer. Upon such approval, which may be evidenced by Issuer's commencement of services, the terms and conditions above, in addition to the relevant terms of the Agreement, shall govern the provision of services and products hereunder.

IN WITNESS WHEREOF, Company agrees to comply with the terms and conditions of this Enrollment.

Company: State of New Mexico

Authorized Signature Dorothy Mendonca

Print Name: Dorothy Mendonca

Title: State Purchasing Agent

Date: 4/17/2025

Certificate Of Completion

Envelope Id: EED473F9-2E47-4CAE-939B-0322367C1096

Status: Completed

Subject: Complete with Docusign: 20-00000-22-00058 A001

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Vanessa LeBlanc

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Vanessa.LeBlanc@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Vanessa LeBlanc

Location: DocuSign

4/17/2025 7:40:18 AM

Vanessa.LeBlanc@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.205.227.4

Signed using mobile

Sent: 4/17/2025 7:46:55 AM

Viewed: 4/17/2025 8:55:51 AM

Signed: 4/17/2025 10:02:16 AM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

Vanessa LeBlanc

vanessa.leblanc@gsd.nm.gov

Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 4/17/2025 7:46:54 AM

Viewed: 4/17/2025 7:47:01 AM

Signed: 4/17/2025 7:47:19 AM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2025 7:46:55 AM
Certified Delivered	Security Checked	4/17/2025 7:47:01 AM
Signing Complete	Security Checked	4/17/2025 7:47:19 AM
Completed	Security Checked	4/17/2025 10:02:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPDinfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

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- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
State Purchasing Division**

Statewide Price Agreement Cover Page

Awarded Vendor:
0000045609
WEX Bank
97 Darling Avenue
So. Portland, ME 04106

Contact: **Ryan Kelly**
Email: **ryan.kelly@wexinc.com**
Telephone No.: **(952) 922-1104**

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law

Invoice:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law

Agreement Number: **20-00000-22-00058**

NASPO Master Agreement No.: **00819**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: **Tami Concha** *JC*

Telephone No.: **505-660-3671**

Email: **Tami.Concha@state.nm.us**

Title: **Fleet Card Services**

Term: **July 8, 2022 thru December 31, 2025**

NASPO ValuePoint Master Agreement Link: <https://www.naspovaluepoint.org/portfolio/fleet-card-services-2021-2025/wex-bank/>

The attached Agreement is made subject to the “terms and conditions” as indicated.

NASPO ValuePoint

PARTICIPATING ADDENDUM**FLEET CARD SERVICES**

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

Master Agreement #: 00819

Contractor: **WEX BANK**

Participating Entity: **STATE OF NEW MEXICO**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This addendum covers the *Fleet Card Services* led by the State of *Washington* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. By this reference, this Participating Addendum incorporates the Master Agreement between the State of Washington and Fleet Card Services with the exceptions, clarifications, and modifications as set forth in this addendum and in accordance with Section 33 of this addendum.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ryan Kelly
Address:	97 Darling Avenue So. Portland, ME 04106
Telephone:	Office (952) 922-1104 Cell (612) 213-7699
Email:	ryan.kelly@wexinc.com

Participating Entity

Name:	Tami Concha – State of New Mexico
Address:	1100 Saint Francis Dr., Santa Fe, New Mexico 87505
Telephone:	(505) 660-3671
Email:	Tami.Concha@state.nm.us

NASPO ValuePoint

PARTICIPATING ADDENDUM



FLEET CARD SERVICE

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of Washington

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. Taxes:

As applicable, the Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.

Reserved

E. Performance Bond.

Reserved

2. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent and end on December 31, 2025. The Participating State reserves the right to extend this agreement, pursuant to the term in the Master Agreement. In the event that a local or regional agency submits a PO or enters into an Addendum pursuant to the terms of this Participating Addendum, termination of this Addendum shall not impact the term of the subordinate ordering document, unless the Parties to that ordering document agree otherwise

NASPO ValuePoint

PARTICIPATING ADDENDUM**FLEET CARD SERVICES**

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of Washington

in writing (including through specifying a specific term of services that extends beyond the term of this document).

3. Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for all purchases made on WEX cards and any fees accrued prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

4. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor, provided that the Procuring Agency remains responsible for all outstanding balances

NASPO ValuePoint

PARTICIPATING ADDENDUM**FLEET CARD SERVICES**

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

and fees as set forth in this Agreement. Except as set forth in the preceding sentence, the Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor

NASPO ValuePoint

PARTICIPATING ADDENDUM**FLEET CARD SERVICES**

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

7. Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. Reserved.

8. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

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PARTICIPATING ADDENDUM**FLEET CARD SERVICES****(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)**

Led by the State of Washington

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance:

The Contractor agrees to abide by federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, which are applicable Contractor, pertaining to equal employment opportunity. In accordance with applicable laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

11. Workers Compensation:

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

12. Applicable Law:

Reserved.

13. Records and Financial Audit:

Reserved

14. Invalid Term or Condition:

Reserved.

15. Enforcement of Agreement:

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective

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PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

16. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

17. Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:

Ryan Kelly
97 Darling Avenue So. Portland, ME 04106
Office (952) 922-1104 Cell (612) 213-7699
ryan.kelly@wexinc.com

18. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

19. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach:

The Procuring Agency shall have the same rights set forth in Section 16 of the Master Agreement as Enterprise Services with respect to this Participating Addendum. For the avoidance of doubt, the Procuring Agency shall have no rights to terminate the Master Agreement or any other Addendum executed by a customer of Contractor.

NASPO ValuePoint

PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of Washington

21. Equitable Remedies:

Reserved.

22. New Mexico Employees Health Coverage: The following requirements shall apply to Contractor's business operations within the state of New Mexico, if any:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://bewellnm.com>.

23. Indemnification:

Reserved.

24. Default and Force Majeure:

The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

25. Assignment:

Reserved.

26. Subcontracting:

Reserved.

NASPO ValuePoint

PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of Washington

27. Inspection of Plant:

Reserved

28. Commercial Warranty:

Reserved

29. Condition of Proposed Items:

Reserved

30. Release:

Reserved.

31. Confidentiality:

Reserved

32. Contractor Personnel:

Reserved

33. Incorporation by Reference and Precedence:

In the event of a dispute under this Agreement between the Procuring Agency and Contractor, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Participating Addendum in reverse chronological order; (2) the Participating Addendum; (3) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

34. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

35. Inspection of Services:

Upon request by the Procuring Agency, not more than once per year, Contractor will provide a copy of its SOC 1 or 2 report, as applicable.

NASPO ValuePoint

PARTICIPATING ADDENDUM**FLEET CARD SERVICES**

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of Washington

36. Insurance:

Reserved

37. Dispute Resolution:

The parties shall cooperate to resolve any dispute pertaining to this Participating Addendum efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute. For the avoidance of doubt, this Section 15 shall not apply to disputed transactions, which shall be governed by Exhibit G Section 16 of the Master Agreement.

38. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** The 1% Administrative Fee is not an additional percentage added to the rebate being offered by Contractor pursuant to the NASPO ValuePoint Master Agreement, but rather, it is based on the qualified rebate amount for all accounts and a direct share of the rebate (e.g. 1.7% rebate (170 basis points), 100 bps (1%) would be paid as the administration fee and the remaining 70 bps (.7%) would go to the account holder)..This assessment shall apply to all New Mexico state agencies and local public bodies.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this Agreement, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	November 30
Second	December 31	February 28 (29)
Third	March 31	May 31
Fourth	June 30	August 31

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

NASPO ValuePoint

PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to the 1% of the qualified rebate amount for New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #20-00000-22-00058 on the remittance.**

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
Joseph Montoya Building Room 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 469-2679 or (505) 795-4512

39. Lease Agreements: *Reserved*

40. Subcontractors: All contactors, dealers, and resellers authorized in the State of *State of New Mexico*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

41. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint

PARTICIPATING ADDENDUM**FLEET CARD SERVICES**

(2021-2026 WITH THE OPTION TO EXTEND AN ADDITIONAL 24 MONTHS AT THE SOLE DISCRETION OF THE LEAD STATE)

Led by the State of **Washington**

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of New Mexico	Contractor: WEX Bank
Signature: <i>Valerie Paulk</i>	Signature: <i>Jason Price</i>
☒ This Agreement was signed on behalf of the State Purchasing Agent.	
Name: Mark Hayden	Name: Jason Price
Title: State Purchasing Agent	Title: President & CEO
Date: 7/11/2022	Date: 7/11/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Certificate Of Completion

Envelope Id: 9C28E4D070E848659600074B759B78E8

Status: Completed

Subject: Please Electronically Sign: 20-00000-22-00058 Fleet Card Services PA

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Tami Concha

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

tami.concha@state.nm.us

IP Address: 174.56.109.88

Record Tracking

Status: Original

Holder: Tami Concha

Location: DocuSign

7/8/2022 3:28:00 PM

tami.concha@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez

natalie.martinez1@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 7/8/2022 3:47:23 PM

Viewed: 7/8/2022 3:48:12 PM

Signed: 7/8/2022 3:49:01 PM

Signature Adoption: Pre-selected Style

Using IP Address: 207.155.55.132

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tami Concha

tami.concha@state.nm.us

Procurement Officer-A

New Mexico General Services, State Purchasing
DivisionSecurity Level: Email, Account Authentication
(None)

Sent: 7/8/2022 3:49:03 PM

Viewed: 7/8/2022 3:50:00 PM

Signed: 7/8/2022 3:50:06 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.56.109.88

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Casi Finstad

casi.finstad@wexinc.com

Security Level: Email, Account Authentication
(None)

Sent: 7/8/2022 3:50:07 PM

Resent: 7/11/2022 11:36:10 AM

Viewed: 7/11/2022 12:18:01 PM

Signed: 7/11/2022 12:19:44 PM

Signature Adoption: Pre-selected Style

Using IP Address: 163.116.133.118

Electronic Record and Signature Disclosure:

Accepted: 7/8/2022 4:00:54 PM

ID: 576411f7-3566-4a5f-ac88-68427f359c2e

Jason Price

jason.price@wexinc.com

Security Level: Email, Account Authentication
(None)

Sent: 7/11/2022 12:19:46 PM

Viewed: 7/11/2022 1:00:59 PM

Signed: 7/11/2022 1:01:34 PM

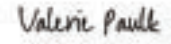
Signature Adoption: Pre-selected Style

Using IP Address: 4.1.4.226

Electronic Record and Signature Disclosure:

Accepted: 7/11/2022 1:00:59 PM

ID: ed994523-e666-40c3-95b1-99f080936494

Signer Events	Signature	Timestamp
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 75.161.227.238 Signed using mobile	Sent: 7/11/2022 1:01:35 PM Viewed: 7/11/2022 1:06:22 PM Signed: 7/11/2022 1:08:15 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2022 3:47:23 PM
Certified Delivered	Security Checked	7/11/2022 1:06:22 PM
Signing Complete	Security Checked	7/11/2022 1:08:15 PM
Completed	Security Checked	7/11/2022 1:08:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

*Rolf Hechler
Mayor*

*Destiny Mitchell
Mayor Pro-Tem*

*Amanda Forrister
Commissioner*



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

*Ingo Hoeppner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

July 6, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: FY 26/27 CITY ADVERTISING & MARKETING AGREEMENT

The Procurement Department along with the City Clerk Department are requesting an approval amount of \$132,869.92 with the Sunny 505, 2026-2027 Contract. This PO would to an open drawdown for the City Advertising and Marketing Agreement, throughout the Fiscal year.

I will defer to Gary Whitehead, thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

\$132,869.92

Lodgers Tax Fund – 60% Promotional Sub-Recipients : 214-2560

Regards,

Carlos Miyagishima

Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition : #96570



REQUISITION

Requisition #: 96570

Date: 07/01/2026

Vendor #: 7376

ISSUED TO: SUNNY 505
9426 INDIAN SCHOOL RD. NE
ALBUQUERQUE, NM 87112-

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 FY 26/27 CITY ADVERTISING & MARKETING PROMOT		0.00 214-2560-60725	122,602.00
2	0 NM GRT		0.00 214-2560-60725	10,267.92

PO Description: FY 26/27 CITY ADVERTISING & MARKETING AGREEMENT

Detailed Description:

PENDING COMMISSION APPROVAL

Authorized By: _____

SUBTOTAL:	132,869.92
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	132,869.92



CITY OF TRUTH OR CONSEQUENCES

2026-2027

THIS AGREEMENT is made and entered into by and between the **City of Truth or Consequences**, State of New Mexico, hereinafter referred to as the "City" and **Sunny 505**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the City and Contractor.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the work outlined in the Scope of Work attached hereto as Attachment 1 and Attachment 2 incorporated herein by reference.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] One Hundred Twenty-Two Thousand, Six Hundred Two dollars (122,602.00) per year plus gross receipts tax in the amount of Ten Thousand Two Hundred Sixty-Seven dollars and Ninety-Two cents (\$10,267.92). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$10,267.92) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$132,869.92). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no

later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

- C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. **Term.**

This Agreement shall begin July 1, 2026 and terminate on June 30, 2027 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed three years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

- A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. This contract will not automatically renew and must be initiated by the City for extension. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work prior to the termination. The thirty (30) day period shall commence running upon the other party receiving such notice. Provided, however that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commissioners, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor is an independent contractor performing services for the City and is not an employee of the City. The Contractor shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Truth or Consequences and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;
- 2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Truth or Consequences City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with State laws and rules applicable to workers compensation benefits. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Truth or Consequences City harmless

from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Truth or Consequences by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Force Maieure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

27. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator.

28. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting or unless it is executed by the Truth or Consequences City Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

29. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

30. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

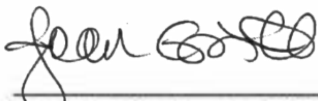
31. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

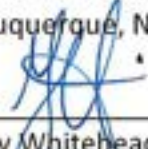
To the City: Gary Whitehead, City Manager
505 Sims Street
Truth or Consequences, NM 87901

To the Contractor: Sunny 505
119 Dartmouth
Albuquerque, New Mexico 87106

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Commissioners below.

By: 
Joan Griffin, Sunny 505
119 Dartmouth
Albuquerque, NM 87106

Date: 6-01-2026

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

Date: 5-28-26

Attachment 1

Scope of Work

The objective of this contract is to increase City revenues through meetings, convention bookings and tour operators. The scope of work shall consist of planning, booking, coordinating and scheduling site visits, press trips and bus tours and generally the promotion of Truth or Consequences City in the Tourism industry locally and abroad. The contract is scheduled to begin on July 1, 2026, and end on June 30, 2027.

Realizing the benefits of a cooperative effort the Sierra County, City of Truth or Consequences, and the City of Elephant Butte are all participants and parties to this contract. It is expected the contractor will maximize the interests of each participant. The total 2 to 1 combined State match of all (3) three entities are as follows:

City of Elephant Butte	\$ 5,000.00
Sierra County	\$5,000.00
City of Truth or Consequences	\$53,102
Total Available Funds	\$63,102.00

Understanding that a schedule of values is difficult determine prior to development of the marketing plan the following is understood by parties:

1. Contractor will facilitate community meeting(s) as necessary and develop a marketing plan acceptable to the Truth or Consequences City Tourism Board. The cost of the initial meetings and plan will not exceed \$2500.00. Marketing Plan will assign appropriately a schedule of values to be used for the first year of this contract.
2. The Marketing Plan's primary focus should be:
 - a) Public Relations and Media Outreach and,
 - b) Electronic and Social media.
3. The cost of production of advertisement packages shall not exceed 10% of the total buy.
4. The Electronic and Social Media component is thought to be approximately 90% manpower and 10% media buy.

Contractor shall submit monthly pay requests, along with appropriate documentation to the Truth or Consequences City Tourism Board and the 4 individual entities for approval. Individual entities shall be responsible for payment of their prospective amounts. A single invoice reflecting the names of each entity and the amounts due shall be acceptable.

Attachment 2

FY 2026/2027 Tourism Marketing Proposal



Proposed FY2026 Tourism Marketing Budget

New Mexico True Cooperative Advertising

Contributors:

Truth or Consequences:	\$53,102
Elephant Butte:	\$5,000
Sierra County:	\$5,000
Total:	\$63,102

The \$63,102 total investment will get us \$126,204 worth of advertising including:

- Billboard on I-15 (One northbound, north of Las Cruces and one southbound, south of Albuquerque)
- Managed Search (Google Ad Words) – for six months
- Regional Instagram Influencer visit and posting (one per quarter)
- Facebook & Instagram Static ads, Facebook & Instagram Video ads, Sponsored Content Ads and YouTube ads – for three months
- New Mexico Travel Intender Ads – for three months
- Full-Page NM True Adventure Guide (600,000 copies plus online) – The New Mexico Tourism Department publishes a summer and winter edition.
- New Mexico Magazine half-page advertorial and digital ads on their website
- New Mexico Magazine custom written article plus digital distribution
- Photo shoot with 35 photos that will be delivered promoting the hot springs as well as downtown.

Additional Proposed budget on top of NM True:

- SUNNY505 time for managing the account, developing all ads, managing the grant, earned media outreach and overall support \$12,000
- OTT - (Over the Top) or Connected Streaming TV – This is video programming transmitted via the Internet instead of traditional cable, broadcast or satellite dish. It can be watched on any streaming device including ROKU, Connected/Smart tv, Fire TV sticks, gaming consoles, Apple TV, Chromecast, etc. More than 50% of people in New Mexico have "cut the cord," and in the Albuquerque metro that percentage is greater than 65%. \$24,000
- Programmatic Digital Media - Programmatic Digital Ads – Like OTT, programmatic digital ads allow us to specifically target recipients of our advertising. Social Media - Facebook and Instagram provide another great opportunity for targeting people by age, lifestyles and interests and zip codes. \$24,000
- Albuquerque & El Paso Print Publications \$9,500

Total TorC request:

\$122,602 + NMGR

If there is additional budget, I recommend the following additions:

- Network Television Advertising in Albuquerque & El Paso promoting the hot springs
\$25,000
- Network Television Advertising in Albuquerque & El Paso promoting summer activities.
\$25,000

*Rolf Hechler
Mayor*

*Destiny Mitchell
Mayor Pro-Tem*

*Amanda Forrister
Commissioner*



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

*Ingo Hoeppner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

July 6, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: OPEN PO DRAWDOWN FOR LEGAL SERVICES (FY26/27)

The Procurement Department along with the City Manager's Office Department are requesting an approval amount of \$65,000, using their RFP #2025-05-002 Annual Legal Service Contract. This PO would be an open PO drawdown, to be used throughout this fiscal year.

I will defer to Gary Whitehead, thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

\$65,000.00

General Fund – Attorney Fees-Governing Body : 101-1000

Regards,

Carlos Miyagishima

Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition : #96507



REQUISITION

Requisition #: 96507

Date: 07/01/2026

Vendor #: 0226

ISSUED TO: JAIME F RUBIN ATTORNEY AT LAW LLC
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NM 87901

SHIP TO: CMO
401 McAdoo St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 OPEN PO DRAWDOWN FOR LEGAL SERVICES (FY26/2		0.00 101-1000-43597	65,000.00
PO Description: OPEN PO DRAWDOWN FOR LEGAL SERVICES (FY26/27) Detailed Description: OPEN PO DRAWDOWN FOR LEGAL SERVICES FY26/27 COMMISSION APPROVED 6/25/2025 CMO				

Authorized By: _____

SUBTOTAL:	65,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	65,000.00

CITY OF TRUTH OR CONSEQUENCES**RFP #2025-05-002 ANNUAL LEGAL SERVICE
CONTRACT #2025-05-002 (1)**

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, hereinafter referred to as the "City" and Jaime F. Rubin, LLC hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Chief Procurement Officer and the Board of City Commissioners.

IT IS AGREED BETWEEN THE PARTIES:**1. Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as Attachment 1 and incorporated herein by reference.

2. Compensation.

A. The City shall pay to the Contractor an hourly rate of Two Hundred Dollars (\$200.00), plus New Mexico Gross Receipts Tax not to exceed an annual amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) plus New Mexico Gross Receipts Tax for services satisfactorily performed for the first year of this Contract, without the Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

This Agreement is for one (1) year from the date of approval by the City of T or C's City Board of City Commissioners. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

- a. This contract may be renewed up to Three (3) additional years after the original contract issue date per response to **RFP #2025-05-002** Annual Legal Services as follows:

Year 2 (07/01/2026 through 06/30/2027)	\$220.00 per hour plus GRT
Year 3 (07/01/2027 through 06/30/2028)	\$220.00 per hour plus GRT
Year 4 (07/01/2028 through 06/30/2029)	\$220.00 per hour plus GRT

- b. This Contract shall renew automatically under the above terms unless otherwise terminated.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of City Commissioners, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Truth or Consequences and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color,

national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Sierra County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City of Truth or Consequences shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the City of Truth or Consequences harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City of T or C in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and

all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Truth or Consequences and the New Mexico Municipal League by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. [2025-05-002] and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the City of Truth or Consequences against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Truth or Consequences based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the City of Truth or Consequences for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Truth or Consequences shall:

- i. give the contractor prompt written notice of any claim;

- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the City the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of [insert appropriate coverage amounts depending on assignment].

BOARD OF CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES

37. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: City of Truth or Consequences

Jocelyn Holguin, Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To: Jaime F. Rubin, LLC- Attorney at Law

Address: P.O. Drawer 151
Truth or Consequences, NM 87901

Phone # 575.894.3031

By:  Date: 7/1/25
Jaime F. Rubin, LLC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

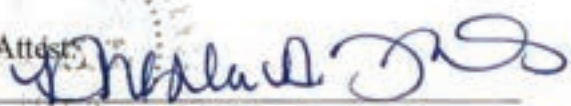
By:  Date: 7.1.2025
Gary Whitehead, City Manager

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 25th day of June 2025.



Rolf Hechler, Mayor


Attest: 

Angela Torres
City Clerk

City of Truth or Consequences Chief Procurement Officer:

By:  _____ Date: 7/1/2025 _____

Jocelyn Holguin
Finance Director/CPO
City of Truth or Consequences

Attachment 1

Scope of Work

Required activities include, but are not necessarily limited to -

The scope of work is for Legal Services and shall consist of the following:

- Provide day to day legal services to the City Commission and Administration
- Experience with New Mexico Local Government
- Employment Laws
- Legal staff will provide legal opinion and guidance- but will ultimately leave final decisions to the City Commission and Administration- and continue to provide legal support based on these decisions
- Attend All City Commission Meetings and Administrative Hearings
- Advise Commission on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise. Including and not limited to liens and property abatements
- Draft and review Notices of Contemplated Actions
- Draft and Review Resolutions, Ordinances and other city departments
- Draft and review Contracts, Leases, Memorandums of Understandings, Joint Powers Agreements and as requested by departments as needed
- Subdivision, property and road experience
- Provide written legal opinions and advise county on methods to avoid civil litigation
- Advise elected officials
- Timely Response to inquiries
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred
- Monthly Flat Rate
- Annual Fee
- Other Rates (Detailed)
- To be respectful and diplomatic to all staff

END

*Rolf Hechler
Mayor*

*Destiny Mitchell
Mayor Pro-Tem*

*Amanda Forrister
Commissioner*



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

*Ingo Hoeppner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

July 6, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: OPEN PO FOR FUEL USAGE FOR PATROL UNITS

The Procurement Department along with the Police Department are requesting an approval amount of \$69,000, using a Statewide Price Agreement Contract 20-00000-22-00058. This PO would be to supply vehicles and equipment with fuel, throughout the 2026-2027 fiscal year.

I will defer to Chief Tavison, thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

\$69,000.00

General Fund – Police-Fuel: 101-1007

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition : #96603



REQUISITION

Requisition #: 96603

Date: 07/06/2026

Vendor #: 7389

ISSUED TO: WEX BANK
P.O. BOX 6293
CAROL STREAM, IL 60197-6293

SHIP TO: TCPD
507 McAdoo Street
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 OPEN PO FOR FUEL USAGE FY 26-27 FOR PATROL UN		0.00 101-1007-43316	69,000.00
PO Description: OPEN PO FOR FUEL USAGE FOR PATROL UNITS Detailed Description: OPEN PO FOR FUEL USAGE FOR PATROL UNITS OPEN FOR FY 26-27 SWPA CONTRACT: 20-00000-22-00058 WILL HAVE THIS IN THE ACCOUNT WHEN ROLLED OVER PO FOR FY 25-26 IS CLOSED				

Authorized By: _____

SUBTOTAL:	69,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	69,000.00



**State of New Mexico
General Services Department
Purchasing Division
Price Agreement Amendment**

Awarded Vendor:
0000045609
WEX Bank
111 E Sego Lily Dr.
Sandy, UT 84070
Contact: Cory Herzog
Email: cory.herzog@wexin.com
Telephone No. (801) 347-9379

Number: 20-00000-22-00058
NASPO Master Agreement No.: 00819
Amendment No.: Two
Term: July 8, 2022 – December 31, 2026

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: Jessica Chavez *je*
Telephone No.: (505) 500-9824
Email: jessica.chavez@gsd.nm.gov

Title: Fleet Card Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 30, 2025 to December 31, 2026 at the same price, terms and conditions.

This Amendment is issued to update vendor's address and point of contact as follows:

FROM
97 Darling Ave.
So. Portland, ME 04106
Contact: Ryan Kelly
Email: ryan.kelly@wexinc.com
Phone: (952) 922.1104

TO
111 E Sego Lily Dr.
Sandy, UT 84070
Contact: Cory Herzog
Email: cory.herzog@wexinc.com
Phone: (801) 347-9379

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 12/9/2025

Dorothy Mendonca
New Mexico State Purchasing Agent
Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472



Truth or Consequences

Budget Report Account Summary For Fiscal: 2025-2026 Period Ending: 07/31/2025

Fund: 101 - General

Expense	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
101-1007-40110 FULL-TIME WAGES-POLICE DEPT	1,122,060.00	1,030,543.00	121,597.09	121,597.09	0.00	908,945.91	88.20 %
101-1007-40125 OVERTIME WAGES-POLICE DEPT	70,000.00	130,938.00	12,908.67	12,908.67	0.00	118,029.33	90.14 %
101-1007-40135 STANDBY WAGES-POLICE DEPT	13,000.00	22,116.00	2,605.72	2,605.72	0.00	19,510.28	88.22 %
101-1007-40140 DELAYED COMPENSATION-POLICE DEPT	12,472.00	27,472.00	12,471.15	12,471.15	0.00	15,000.85	54.60 %
101-1007-41205 FICA-REGULAR-POLICE DEPT	7,365.00	9,760.00	1,234.48	1,234.48	0.00	8,525.52	87.35 %
101-1007-41210 FICA-MEDICARE-POLICE DEPT	16,270.00	16,338.00	2,117.90	2,117.90	0.00	14,220.10	87.04 %
101-1007-41215 PERA-POLICE DEPT	226,209.00	226,209.00	22,731.30	22,731.30	0.00	203,477.70	89.95 %
101-1007-41225 HEALTH INSURANCE-POLICE DEPT	227,676.00	227,676.00	17,719.25	17,719.25	0.00	209,956.75	92.22 %
101-1007-41226 RETIREE INSURANCE	42,077.00	42,077.00	2,845.85	2,845.85	0.00	39,231.15	93.24 %
101-1007-41240 WORKER'S COMP ASSESSMENT PR	190.00	190.00	0.00	0.00	0.00	190.00	100.00 %
101-1007-42310 PER DIEM-POLICE DEPT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
101-1007-42220 EMPLOYEE TRAINING-POLICE DEPT	2,000.00	1,499.00	0.00	0.00	300.00	1,199.00	79.99 %
101-1007-43316 FUEL	80,000.00	110,916.00	8,805.76	8,805.76	51,193.24	50,917.00	45.91 %
101-1007-43465 RENT OF EQUIPMENT	15,000.00	15,000.00	1,204.70	1,204.70	12,744.11	1,091.19	7.01 %
101-1007-43735 POSTAGE & MAIL SERVICES	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
101-1007-43740 PRINTING/PUBLISHING	1,000.00	720.00	0.00	0.00	159.12	560.88	77.90 %
101-1007-43720 SUBSCRIPTION & DUES	2,500.00	2,500.00	0.00	0.00	550.00	1,950.00	78.00 %
101-1007-43725 TELEPHONE	15,000.00	15,000.00	1,238.03	1,238.03	13,711.97	50.00	0.33 %
101-1007-43815 SOFTWARE	38,000.00	38,000.00	12,084.01	12,084.01	0.00	25,915.99	68.20 %
101-1007-44605 OFFICE SUPPLIES	3,000.00	3,000.00	0.00	0.00	382.41	2,617.59	87.25 %
101-1007-47420 MAINTENANCE VEHICLE/EQUIP-POLICE	10,000.00	763.00	21.19	21.19	0.00	741.81	97.22 %
101-1007-48598 PROFESSIONAL SERVICES	5,000.00	4,103.00	1,302.67	1,302.67	0.00	2,800.33	68.25 %
101-1007-48599 OTHER CONTRACTUAL SERVICES	220,405.00	220,404.00	0.00	0.00	220,405.00	-1.00	0.00 %
Expense Total:	2,132,224.00	2,147,224.00	220,887.77	220,887.77	299,445.85	1,626,890.38	75.77 %
Fund: 101 - General Total:	2,132,224.00	2,147,224.00	220,887.77	220,887.77	299,445.85	1,626,890.38	75.77 %
Report Total:	2,132,224.00	2,147,224.00	220,887.77	220,887.77	299,445.85	1,626,890.38	75.77 %



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: G.1

SUBJECT: Resolution 01 2026-2027 Open Meetings Act

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 2, 2026

SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

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

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

Recommendation:

Approve the Resolution.

Attachments:

- Resolution No. 01 2026/2027

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 01 2026/2027

Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 7-8-2026



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 01 26/27

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

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

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this 8th day of July 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: G.2

SUBJECT: Discussion/Action -Series 2026 General Obligation bonds

DEPARTMENT: Community Development

DATE SUBMITTED: July 1, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead – Modrall Sperling/Mark Valenzuela – Bosque Advisors, LLC

Summary/Background: The proposed Application Resolution authorizes City staff to submit a financing application with the New Mexico Finance Authority for the City's proposed General Obligation Bonds, Series 2026. The Resolution is required by the New Mexico Finance Authority.

Recommendation:

Recommend adoption of the Application Resolution and working with the New Mexico Finance Authority as purchaser of the Series 2026 General Obligation Bonds and Authorize Mayor/City Manager to execute applicable documents

Attachments:

- Application Resolution No. 02-26/27
-

Fiscal Impact (Finance): TBD

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 7-8-26

RESOLUTION NO.02 26/27

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT
APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Truth or Consequences, New Mexico ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the City Commission ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects or for refinancing of outstanding bonds for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Finance Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Finance Authority for public projects; and

WHEREAS, the Governing Body has undertaken a plan to issue general obligation bonds for the (i) laying off, opening, constructing, repairing, and otherwise improving municipal alleys, streets, public roads and bridges, or any combination thereof, and (ii) enlarging, improving or extending the City's water and wastewater system for the benefit of the Governmental Unit and its residents ("Project"); and

WHEREAS, the application prescribed by the Finance Authority has been completed and this resolution ratifying and approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application; and

WHEREAS, the Governing Body desires to consider for adoption an ordinance authorizing the issuance of the general obligation bonds to provide funds for the Project.

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

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

Section 2. The completed Application submitted to the Finance Authority, be and the same is hereby ratified, approved and confirmed.

Section 3. The submittal of the completed Application to the Finance Authority for its review is hereby ratified and approved. Officers and employees of the Governmental Unit are further authorized to take such other action as may be requested by the Finance Authority in its consideration and review of the Application and to further proceed with arrangements for financing and undertaking the Project.

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

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

PASSED APPROVED AND ADOPTED this 8th day of July, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Mayor

[SEAL]

ATTEST:

City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: G.3

SUBJECT: Discussion/Action –Publication of Ordinance No. 774 General Obligation Bonds, Series 2026

DEPARTMENT: Community Development

DATE SUBMITTED: July 1, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead – Modrall Sperling/Mark Valenzuela Bosque Advisors, LLC

Summary/Background: The proposed Bond Ordinance authorizes the issuance of general obligation bonds in the par amount of \$630,000. The general obligation bonds were approved at an election on November 8, 2022 in the total amount of \$3,000,000. The City previously issued three series of general obligation bonds related to the \$3,000,000 approved amount in 2023 in the amount of \$790,000, in 2024 in the amount of \$790,000, and in 2025 in the amount of \$790,000. The debt service is paid through the collection of ad valorem property taxes. The bond proceeds will be used for improvements to streets and water/wastewater system.

Recommendation:

This is the first reading of the Bond Ordinance and Commission action to approve publishing notice of meeting and consideration of the Bond Ordinance at the first meeting in August.

Attachments:

- Bond Ordinance 774
-

Fiscal Impact (Finance): TBD

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 7-8-26

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the ____ day of August, 2026, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present:

Absent:

Thereupon, there was officially filed with the Mayor, each Commissioner and the City Clerk-Treasurer a copy of a proposed bond ordinance in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 774

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2026, IN THE PRINCIPAL AMOUNT OF \$630,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE MANNER OF SALE, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS; APPROVING FORMS OF THE BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, at a general obligation bond election duly called and held for the City of Truth or Consequences, New Mexico, (the "City") on the 8th day of November, 2022, the electors of the City authorized the City Commission (the "Commission") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purpose (the "Project") in the following amount:

<u>Purposes:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Laying off, opening, constructing, repairing, and otherwise improving municipal alleys, streets, public roads and bridges, or any combination thereof	\$1,000,000	\$810,000	\$190,000
Enlarging, improving or extending the City's water and wastewater system	\$2,000,000	\$1,560,000	\$440,000

WHEREAS, the Commission has determined and does hereby determine that it is necessary and in the best interest of the City and the inhabitants thereof that the \$630,000

general obligation bonds authorized at the election (the "Bonds") be issued at this time; and

WHEREAS, the Commission has determined and hereby does determine to enter into a Bond Purchase Agreement and sell the Bonds to the New Mexico Finance Authority ("Finance Authority"); and

WHEREAS, the Commission has determined and does hereby determine that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds shall not be more than ten percent (10%) a year as set forth in the Sale Certificate; and

WHEREAS, pursuant to Sections 6-14-8 through 6-14-11 NMSA 1978, as amended (the "Supplemental Public Securities Act"), the Commission is authorized to adopt an ordinance delegating to one or more of its members, City officers, or City employees the authority to sign a contract for the purchase or sale of public securities or to accept a binding bid for public securities and to determine the sale for public securities to be issued so long as such sale is within the parameters established by an authorizing ordinance adopted in conformity with the Supplemental Public Securities Act; and

WHEREAS, in order to, among other things, allow the City flexibility in setting the pricing date of the Bonds and optimize interest rates for the City, the Commission desires to grant to the Mayor, Manager, Finance Director or any other employee of the City when designated by a certificate signed by the Mayor (collectively, the "Designated Officers"), the authority (a) to determine any or all of the following terms of the Bonds: (i) the interest and principal payment dates, (ii) the principal amounts, denominations, and maturity dates, (iii) the sale prices, (iv) the interest rates, (v) the interest payment periods, (vi) the redemption and tender provisions, (vii) the procurement of municipal bond insurance and any related covenants or agreements, (viii) the creation of any capitalized interest or debt service reserve funds, including the size and funding of such funds, and (ix) the amount of underwriting discount, if any; and (b) to make any changes with respect thereto from those terms which were before the Commission at the time of adoption of this Ordinance, provided such terms do not exceed the parameters set forth for such terms in this Ordinance; and

WHEREAS, the City will approve the specific terms of the sale of the Bonds in the Sale Certificate; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Commission and the officers of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF CITY TRUTH OR CONSEQUENCES, NEW MEXICO AS FOLLOWS:

Section 1. All actions heretofore taken by the Commission and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$630,000 to the New Mexico Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Mayor is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

Section 2.

A. This Bond Ordinance has been adopted by the affirmative vote of a majority of all members of the Commission. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City, by financing the capital projects described herein, it is hereby declared necessary that the City, pursuant to the Public Securities Act, Sections 6-14-1 through 6-14-12 NMSA 1978 and Sections 6-15-1 through 6-15-28, NMSA 1978, and acts amendatory and supplemental thereto (collectively, the "Act"), issue its negotiable, fully registered, general obligation bonds to be designated "City of Truth or Consequences, New Mexico General Obligation Bonds, Series 2026," in an aggregate principal amount not to exceed \$630,000 (the "Bonds") and the issuance, sale and delivery of the Bonds is hereby authorized. The Bonds shall be sold in a negotiated sale to the purchaser. The underwriter's discount on the Bonds shall not exceed 2% of the aggregate principal amount of the Bonds. The longest maturity of the Bonds shall not be later than 20 years from the date of issuance.

B. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); the Bonds shall bear interest from the Series Date to maturity at the rates per annum set forth in the Sale Certificate, but not to exceed ten percent (10%) per annum as required by Section 6-14-3, NMSA 1978, payable to the registered owner thereof, or registered assigns, commencing on the date established in the Sale Certificate, and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding; and shall mature on August 1 of each year set forth in the Sale Certificate, provided, however, Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

C. The exact principal amount, authorized denominations, transfer restrictions, if any, pricing, redemption terms and maturity schedule for the Bonds shall be established in the Sale Certificate, subject to the parameters and conditions contained in this Bond Ordinance.

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

E. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the

redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 3. The Bonds shall constitute the general obligation debt of the City, payable from general ad valorem taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 4. The Bonds shall bear the facsimile or manual signature of the Mayor and shall be attested by the facsimile or manual signature of the City Clerk-Treasurer and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk-Treasurer may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk-Treasurer, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

Section 6. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that said Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 8. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED

REGISTERED

NO. R-__

\$ _____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2026

Registered Owner: _____

Principal Amount: _____ DOLLARS

Interest Rate

Maturity Date

Series Date

_____% per annum _____ 1, _____, 2026

The City Commission (the "Commission") of the City of Truth or Consequences, New Mexico (the "City"), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2027, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$630,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City for the purposes of providing funds to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to Ordinance No. _____ of the Commission duly adopted on August __, 2026, as supplemented by the Sale Certificate (collectively, the "Bond Ordinance").

The Bonds maturing on and after September __, 2037 are callable on and after September __, 2036, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the

office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Commission has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the City Commission of the City of Truth or Consequences, New Mexico, constituting the governing board of the City, has caused the seal of the City to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor and subscribed and attested with the facsimile or manual signature of the City Clerk-Treasurer, all as of the Series Date.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Mayor

[City Seal]

ATTEST:

By _____
City Clerk-Treasurer

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____, 2026

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Finance Director, as Registrar/Paying Agent

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Ordinance. The funds realized from the sale of the Bonds shall be applied solely to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 10. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Commission, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and City taxes are certified, levied and collected. The taxes, when

collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 11. The Mayor, City Manager, City Clerk-Treasurer and other officers of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the deposit of the proceeds of the Bonds into an acquisition fund held by the Finance Authority for payment of the costs of the Project and the costs of issuance of the Bonds, the printing of the Bonds, accounting and verification fees, and the execution of such certificates as may be required by the Finance Authority relating to the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase price of the Bonds from the purchasers and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Pursuant to the Supplemental Public Securities Act, Sections 6-14-8 through 6-14-11, NMSA 1978, the Mayor and City Manager are each hereby delegated authority to select the purchaser, to execute the Sale Certificate and purchase agreement and to determine any or all of the final terms of the Bonds, subject to the parameters and conditions contained in this Bond Ordinance. The Mayor or the City Manager shall present the Sale Certificate to the Commission in a timely manner, before or after delivery of the Bonds, at a regularly scheduled public meeting of the Commission.

"Sale Certificate" means one or more certificates executed by the Mayor or the City Manager dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the identity of the initial purchaser of the Bonds and the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; and (ix) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Bond Ordinance.

Section 12. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue

Code of 1986, as amended (the "Code"). The Mayor, City Clerk-Treasurer, City Manager and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 13. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for deposit in

the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 14. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Commission and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 15. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided.

Section 16. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. The title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE NO. 774

Notice is hereby given of the title and of a general summary of the subject matter contained in an Ordinance (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on August __, 2026. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL
OBLIGATION BONDS, SERIES 2026, IN THE PRINCIPAL AMOUNT
OF \$630,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON

ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE MANNER OF SALE, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS; APPROVING FORMS OF THE BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

The Ordinance directs and authorizes the issuance of the City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2026 in the aggregate principal amount of \$630,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

[End Form of Notice]

Section 18. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF AUGUST,
2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

Commissioner _____ then moved adoption of the foregoing ordinance, duly seconded by Commissioner _____. The motion to adopt said ordinance, as amended, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Absent:

_____ () Commissioner having voted in favor of said motion, the motion to suspend the rules was thereupon declared by the Mayor to have passed.

After consideration of the matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

Dated this ____ day of August, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: G.4

SUBJECT: Discussion/Action: Resolution pertaining to the abatement of Dangerous Structure at 825 Morgan Street.

DEPARTMENT: Code Enforcement

DATE SUBMITTED: July 2, 2026

SUBMITTED BY: Tyler Knull

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

Summary/Background:

Property has been served with letters of violation pertaining to dangerous structure. No attempts to remediate or secure the structure have been made. Past and current photos show further deterioration of the structure.

Recommendation:

Approve Resolution pertaining to abatement at 825 Morgan Street

Attachments:

- Photographs from December 2025
- Photographs from June 2026
- Municipal Code References

Fiscal Impact (Finance): Yes

City will need to hire an outside abatement service. All costs will be accounted for and a lien placed on the property.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC Agendas 7-8-26

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 03 26/27

A RESOLUTION FINDING THE PROPERTY AT 825 MORGAN, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

WHEREAS, the City of Truth or Consequences wishes to pursue the removal of dangerous and unsafe structures within the City, and;

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located at 825 Morgan to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the _____ Inspection Report, a copy of which is attached hereto as Exhibit 1.

WHEREAS, the City has followed all of the required procedures as follows:

1. Certified letters were sent stating the violation and action to be taken by the owner(s).
2. The certified letters were duly sent to all those known to have an interest in the property. The certified letters were not claimed.
3. The owners were allowed 15 days from receipt of the letter to take action.
4. As no action had been taken after 15 days, the property was posted with a condemnation notice.
5. Commission action is now needed to approve the demolition of the structure(s), and;

WHEREAS, the City has followed all of the required procedures for notification as described in City Code for the removal of the structure(s).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF TRUTH OR CONSEQUENCES, NEW MEXICO:

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 825 Morgan, Truth or Consequences NM.

The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest.

Any entity who can establish an ownership interest in the above-described premises has the right to file an objection to this Resolution with the City Clerk's office located at 505 Sims, Truth or Consequences, NM. Said objection must be filed within ten (10) days of the Resolution.

being served upon those claiming an interest, or if no such person can be found, then ten (10) days from the date of publication. A copy of the Resolution shall also be posted on the premises. If a timely objection is filed, the City Commission will schedule a hearing to decide the merits of the objection.

PASSED, APPROVED AND ADOPTED THIS ____ 8th DAY OF July, 2026.

CITY OF TRUTH OR CONSEQUENCES

By _____
Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk

12/22/25

OFFICE OF THE DISTRICT ATTORNEY
STATE OF CALIFORNIA
COUNTY OF [illegible]

**NOTICE OF FORFEITURE
NOTICE OF VIOLATION**

[illegible text]

1/16

**DANGEROUS
EXPOSURE TO INJURY**

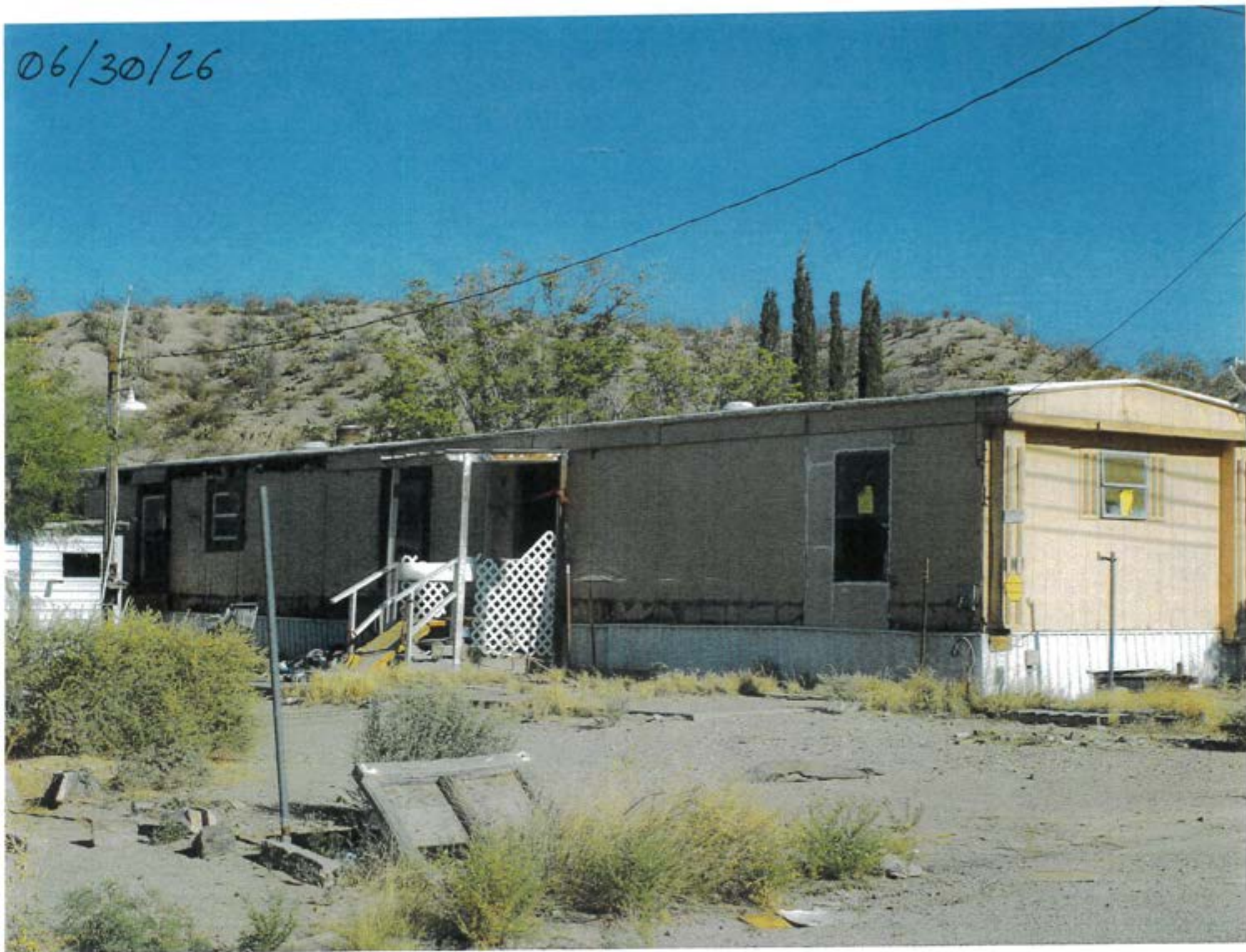
[illegible text]

**POLICE
NOTICE OF VIOLATION**

[illegible text]

DANGER DO NOT ENTER

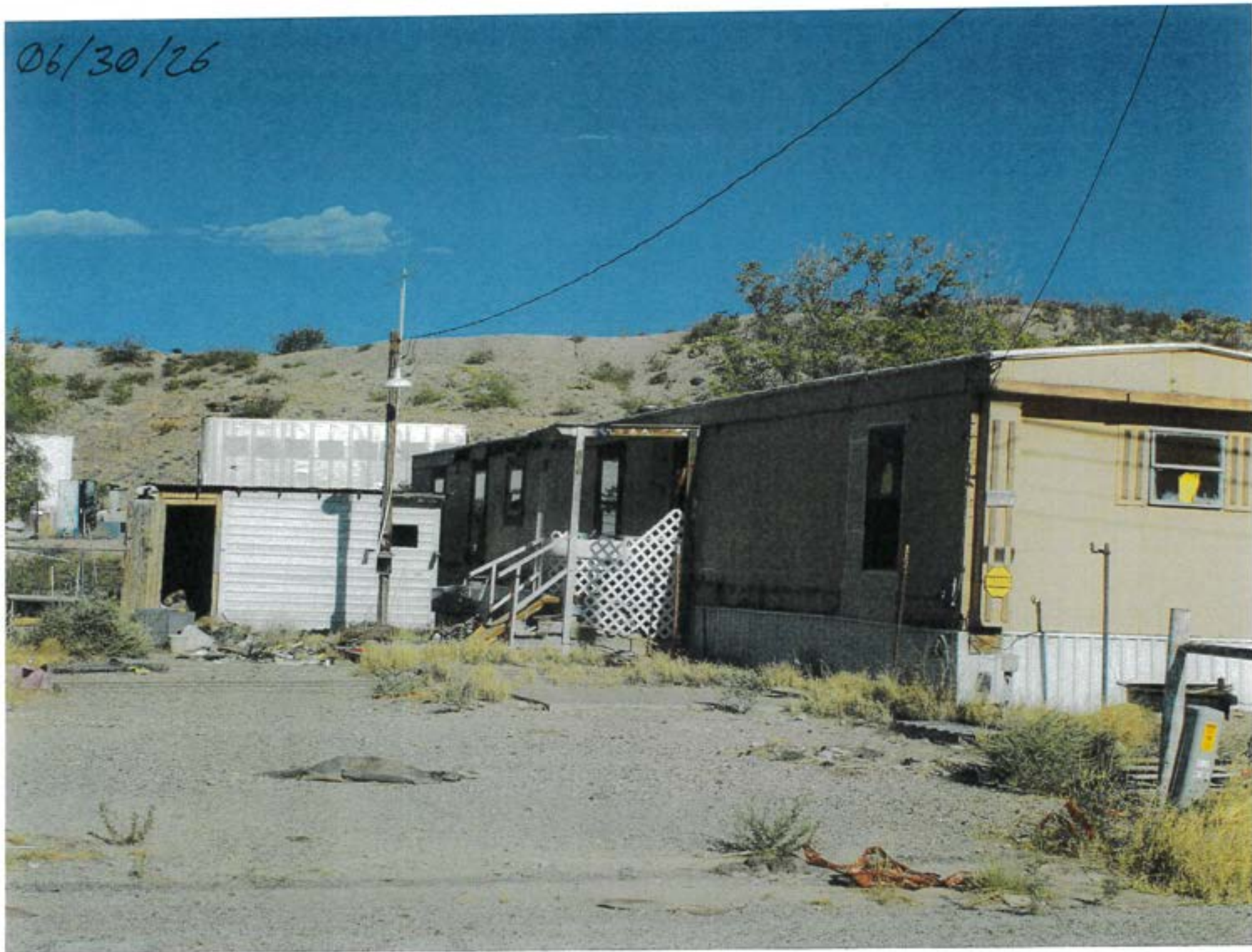
06/30/26



06/30/26



06/30/26



Sec. 4-229. - Dangerous structures or premises.

For the purpose of this Code, any building, structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

(1)

Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.

(2)

The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

(3)

Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

(4)

Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

(5)

Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.

(6)

The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

(7)

The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

(8)

Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

(9)

A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

(10)

Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(Ord. No. 640, § 1, 9-24-13)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 8, 2026

Agenda Item #: G.5

SUBJECT: Discussion/Action: Resolution pertaining to the abatement of Dangerous Structure at 304 North Joffre Street.

DEPARTMENT: Code Enforcement

DATE SUBMITTED: July 2, 2026

SUBMITTED BY: Tyler Knull

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

Summary/Background:

Property has been served with letters of violation pertaining to dangerous structure. No contact has been made with property owners and accumulation of rubbish, junk, trash and refuse exists on the property. However, a roll-off dumpster has appeared at the property.

Recommendation:

Approve Resolution pertaining to abatement at 304 North Joffre Street

Attachments:

- Photographs from November 2025
- Photographs from June 2026
- Inspection Report/Memo (May 20, 2026)
- Municipal Code References

Fiscal Impact (Finance): Yes

City will need to hire an outside abatement service. All costs will be accounted for and a lien placed on the property.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC Agendas 7-8-26

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 04 26/27

A RESOLUTION FINDING THE PROPERTY AT 304 JOFFRE, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

WHEREAS, the City of Truth or Consequences wishes to pursue the removal of dangerous and unsafe structures within the City, and;

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located at 304 Joffre to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the _____ Inspection Report, a copy of which is attached hereto as Exhibit 1.

WHEREAS, the City has followed all of the required procedures as follows:

1. Certified letters were sent stating the violation and action to be taken by the owner(s).
2. The certified letters were duly sent to all those known to have an interest in the property. The certified letters were not claimed.
3. The owners were allowed 15 days from receipt of the letter to take action.
4. As no action had been taken after 15 days, the property was posted with a condemnation notice.
5. Commission action is now needed to approve the demolition of the structure(s), and;

WHEREAS, the City has followed all of the required procedures for notification as described in City Code for the removal of the structure(s);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF TRUTH OR CONSEQUENCES, NEW MEXICO:

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 304 Joffre, Truth or Consequences NM.

The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest.

Any entity who can establish an ownership interest in the above-described premises has the right to file an objection to this Resolution with the City Clerk's office located at 505 Sims, Truth or Consequences, NM. Said objection must be filed within ten (10) days of the Resolution being served upon those claiming an interest, or if no such person can be found, then ten (10) days from the date of publication. A copy of the Resolution shall also be posted on the premises.

If a timely objection is filed, the City Commission will schedule a hearing to decide the merits of the objection.

PASSED, APPROVED AND ADOPTED THIS 8th DAY OF July 2026.

CITY OF TRUTH OR CONSEQUENCES

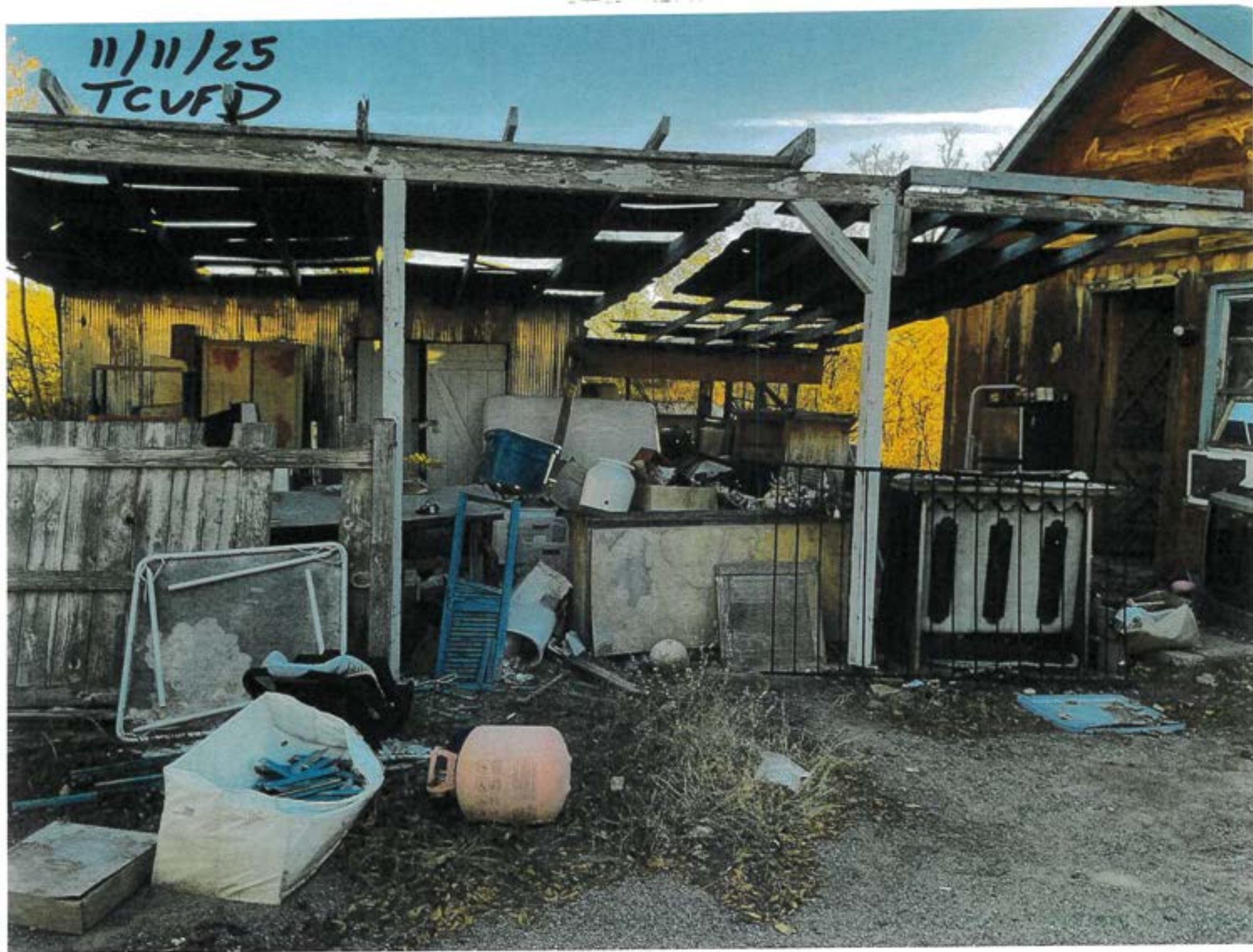
By _____

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk

11/11/25
TCVFD



11/11/25
TCVFD



11/11/25
TCVFD



12/22/25

NOTICE TO REMOVE
PROPERTY FROM THE
FEDERAL GOVERNMENT

THIS NOTICE IS TO ADVISE YOU THAT THE PROPERTY DESCRIBED BELOW IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE FEDERAL GOVERNMENT. IF YOU ARE INTERESTED IN PURCHASING THIS PROPERTY, YOU SHOULD CONTACT THE OFFICE OF THE FEDERAL ASSET MANAGEMENT SERVICE (FAMS) AT THE ADDRESS LISTED BELOW.

PROPERTY DESCRIPTION: [REDACTED]

OFFICE OF THE FEDERAL ASSET MANAGEMENT SERVICE
1000 ...
WASHINGTON, DC 20540

FOR MORE INFORMATION, VISIT THE WEBSITE: www.fams.gov



07/01/2026



07/01/2026





Truth or Consequences Police Department

Luis A. Tavizon, Chief

507 McAdoo Street
T or C, NM 87901

Phone: 575-894-1204
Fax: 575-894-6287

Professionalism, Respect, and Integrity



MEMO

MEMORANDUM

TO: City Manager Whitehead

CC: Assistant City Manager Alvarez, City Attorney Jamie Rubin

FROM: Tyler Knull

Senior Code Enforcement Officer #C1

Truth or Consequences Police Department

DATE: May 20, 2026

SUBJECT: Information dangerous structure at 304 North Joffre Street

Property Address: 304 North Joffre Street, Truth or Consequences, New Mexico 87901

UPC: 3022078022456

Legal Description: ORIGINAL TOWNSITE BLOCK 86 LOT LOTS 11, N2 LOTS 12,13,14

Listed Property Owner: Quinton Riley

Listed Property Owner Address: 205 North Silver Street, Truth or Consequences, New Mexico 87901

Account Number: 3100

Last Tax Payment Received by Sierra County Treasurer's Office: July 15, 2024

Utilities Disconnected: June 12, 2024

Inspection Completed: December 1, 2025

Property Posted with Notice of Violation: December 4, 2025

Property Re-Posted: December 22, 2025

Notice of Violation Sent by Certified Mail: December 4, 2025

Notice of Violation Sent To: 304 North Joffre Street, Truth or Consequences, NM 87901 and 205 Silver Street, Truth or Consequences, NM 87901.

Notice of Violation Status: Notice sent via certified mail was returned, unclaimed.



Truth or Consequences Police Department

Luis A. Tavizon, Chief

507 McAdoo Street
T or C, NM 87901

Phone: 575-894-1204
Fax: 575-894-6287



Professionalism, Respect, and Integrity

The following conditions exist on the premises, contrary to Section 4-229 of the City Code:

- The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

More information:

On November 11, 2025, a fire was reported at the property. The Truth or Consequences Volunteer Fire Department and the Truth or Consequences Police Department responded. Law Enforcement Officers have also received reports of unhoused people squatting on the premises, and it was speculated this was part of the cause of the fire.

I have received multiple complaints regarding the property from neighbors.

I believe the property is injurious to public health and safety and is an attractive nuisance to people wishing to commit criminal acts due to it being easily accessible from the outside and its somewhat secluded location.

Attorney Rubin has notified all interested parties and a demand letter from Mr. Rubin has been posted on the property. As of May 20, 2026, all of my previous posted paperwork is still on the door of the property. I have not heard from any interested party on the property throughout this entire process.

Please let me know if further discussion or clarification is needed.

Sincerely,

Tyler Knull

Senior Code Enforcement Officer #C1

tknull@torenm.gov

Sec. 4-229. - Dangerous structures or premises.

For the purpose of this Code, any building, structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

(1)

Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.

(2)

The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

(3)

Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

(4)

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

(5)

Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.

(6)

The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

(7)

The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

(8)

Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

(9)

A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

(10)

Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(Ord. No. 640, § 1, 9-24-13)