

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



Ingo Hoeppe
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, APRIL 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 Hoeppe, Commissioner
Hon. Chaz Glines, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Discussion/Action: Public Hearing and Final Adoption of Ordinance No. 773 Authorizing the issuance of the City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A, in the Principal Amount of Two Million Six Hundred Seventy-Three Thousand Dollars (\$2,673,000) for the purpose of Construction Financing. Chris Muirhead, Modrall Sperling

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, March 11, 2026
2. City Commission Regular Minutes, March 25, 2026
3. City Commission Water & Wastewater Cost of Service & Rate Design Study Workshop Minutes, March 25, 2026
4. March 2026 Accounts Payable
5. Take Home Vehicle Form: Community Services Department

G. NEW BUSINESS

1. Discussion/Action: Approval of Contract and Allocation of Funds to the T or C/Sierra County Chamber of Commerce for the T or C & Sierra County Treasure Hunt. City Clerk Torres
2. Discussion/Action: Approval of Contract and Allocation of Funds to the Sierra County Sheriff's Posse for the Fiesta Rodeo. City Clerk Torres
3. Discussion/Action: Approval of Contract and Allocation of Funds to the New Mexico Square & Round Dance Association for the Fiesta Square & Round Dance Festival 2026 Civic Center Rental. City Clerk Torres
4. Discussion/Action: Approval of Contract and Allocation of Funds to the Veterans Memorial Park & Museum for the Veterans Memorial Park Entrance Sign. City Clerk Torres
5. Discussion/Update: Sequence of Events for Interim FY 26/27 Budget. Jocelyn Holguin, Chief Financial Officer
6. Discussion/Action: Change Order to Increase/Correct PO 80427-R1 to the Amount Awarded. Assistant City Manager Alvarez
7. Discussion/Action: Approval of Purchases \$60,000 and over. Carlos Miyagishima, CPO
 - a. Wilson & Company Inc. – CDBG Water meter Replacement Engineering Services
 - b. Smith Co. – WSPI-1
8. Discussion/Action: Approve Letter of Support for the application Destination Forward grant. City Manager Whitehead
9. Discussion/Action: Request Approval for Updated Payroll Salary Chart. City Manager Whitehead

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Update: Acknowledge revisions correcting typographical errors contained within Ordinance No. 771 amending Chapter 3 of the City of Truth or Consequences Municipal Code of Ordinances pertaining to animals. City Clerk Torres

I. EXECUTIVE SESSION

1. Limited Personnel Matters Discussion/Action: Employee Reclassification including Public Service Director, the Public Works Director, and the Public Safety Director, to include the following employees: Chief Tavizon, Bo Easley, Chris Rees, Brenden Anglin, OJ Hechler, Alona Niebergall, Deanna Knull, Kailey (Keegan) McCraw, Zakaila Carrera, Thomas Cool, Jamie Foreman and Michael Kozloski; pursuant to 10-15-1(H.2).

J. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING APRIL 22, 2026 AT 4:00 P.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: D.1

SUBJECT: Discussion/Action: Public Hearing and Final Adoption of Ordinance No. 773 Authorizing the Issuance of The City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A, In the Principal Amount of Two Million Six Hundred Seventy-Three Thousand Dollars (\$2,673,000) for the Purpose of Construction Financing

DEPARTMENT: Community Development

DATE SUBMITTED: April 1, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead

Summary/Background: Public Hearing and Final Adoption of Ordinance No. 773 related to \$2,673,000 loan with Bank of the Southwest for the construction financing of the Water System improvements as approved by USDA Letter of Conditions, dated 7-30-2024. The financing will pay for costs incurred for all construction activities related to the Water System improvements.

Recommendation: The City Staff recommends approval of bond ordinance 773

Attachments:

- Bond Ordinance
- USDA Project Letter of Conditions

Fiscal Impact (Finance): Choose an item.

Yes

Legal Review (City Attorney): Choose an item.

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 4-8-26

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 8th day of April, 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. 773

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2026A, IN THE PRINCIPAL AMOUNT OF TWO MILLION SIX HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$2,673,000) FOR THE PURPOSE OF CONSTRUCTION FINANCING FOR ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Truth or Consequences, Sierra County, New Mexico, is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public water utility, and which the City hereby declares shall be continued to be operated as a public utility; and

WHEREAS, the City has heretofore provided for the imposition of rates and charges against users of the System; and

WHEREAS, the City is authorized under the Act to issue revenue bonds for the Project and the Series 2026A Bonds shall be issued pursuant to the Act; and

WHEREAS, the issuance of the Series 2026A Bonds will provide for the preservation of the public health, peace and safety; and

WHEREAS, it is in the best interest of the City that the Series 2026A Bonds be issued with a first lien on the Net Revenues; and

WHEREAS, the Bank of the Southwest has offered to purchase the Series 2026A Bonds, in the principal amount of \$2,673,000 at par and at an interest rate of 5.00% per annum based on draw-down of the principal amount of the Series 2026A Bonds pursuant to this Ordinance, plus accrued interest, if any, to the date of delivery; and

WHEREAS, all required authorizations, consents or approvals of any state, governmental body, agency or authority, in connection with the authorization, execution and delivery of the Series 2026A Bonds which are required to have been obtained by the date hereof have been obtained, and which will be required to be obtained prior to the date of the issuance of the Series 2026A Bonds, will have been obtained by such date.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

Section 1. Definitions. In addition to words and terms elsewhere defined in this Ordinance, the following words and terms shall have the following meanings:

“Act” means the powers of the City under the authority given by the provisions of Sections 3-31-1 through 3-31-12 NMSA 1978, as amended and supplemented, and all enactments of the Commission relating to the issuance of the Series 2026A Bonds.

“Bond Fund” means the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A, Interest and Bond Retirement Fund” created by Section 16 hereof.

“Bondholder”, “holder” or “owner” means any registered owner of the Series 2026A Bonds.

“City” means the municipal corporation, a body corporate and politic known as the “City of Truth or Consequences, New Mexico.”

“Commission” means the City Commission, or any succeeding legislative body of the City, as such governing body from time to time may be constituted and authorized to act and approve actions by a properly constituted quorum.

“Consulting Engineer” means any registered or licensed professional engineer or firm of such engineers having a wide and favorable repute for skill and experience in the field of designing, preparing plans and specifications for, and supervising construction of water systems and facilities entitled to practice and practicing as such under the laws of the State of New Mexico.

“Debt Service Schedule” means the payment schedule for the Series 2026A Bonds as provided by the Purchaser, as the same may be revised in the event of partial prepayment of the Series 2026A Bonds.

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

"Herein" or "hereby" or "hereunder" or "hereof" or "hereinbefore" or "hereinafter" refers to this Ordinance and not solely to the particular portion thereof in which such word is used.

"Income Fund" means the "Water Utility System Gross Income Fund" continued by Section 16 hereof.

"Independent Accountant" means an accountant employed by the State of New Mexico and under supervision of the State Auditor or any certified public accountant, registered accountant, or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City who (a) is, in fact, independent and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

"Insured Bank" means a bank or savings and loan association insured by an agency of the United States and which invests public funds in accordance with the provisions of Section 6-10-10 NMSA 1978, as amended.

"Mayor" means the Mayor of the City, or if the form of government of the City is changed, the presiding officer of the City no matter how such officer may be designated.

"Net Revenues" means the Gross Revenues of the System less Operation and Maintenance expenses, which net revenues are pledged to the payment of the Series 2026A Bonds are provided herein.

"NMSA 1978" means the compilation of the laws of the State of New Mexico known as New Mexico Statutes Annotated, 1978 Compilation, as from time to time amended and supplemented.

"Operation and Maintenance Fund" means the "Operation and Maintenance Fund" continued herein.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the System, and shall include without limiting the generality of the foregoing, insurance premiums, reasonable charges of depository banks, paying agents and bond registrars, contractual services, professional services required by this Ordinance, salaries and System administrative expenses, labor, cost of materials and supplies used for current operations, legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System, any payments made to the City's general fund as payments in lieu of franchise taxes or fees or other City taxes or fees or other similar payments or transfers to other funds of the City, but shall not include any allowance for depreciation, liabilities incurred by the City as the result of negligence in the operation of the System, costs of improvements, extensions,

enlargements or betterments, or any charges for the accumulation of reserves for capital replacements.

“Ordinance” means this ordinance.

“Outstanding” or “outstanding” means, on any particular date, the aggregate of such bonds issued and delivered under the City ordinance authorizing the issuance of such bonds except:

A. Those cancelled at or prior to such date or delivered to or acquired by the City at or prior to such date for cancellation;

B. Those which have been paid or are deemed to be paid in accordance with the City ordinance authorizing the issuance of the applicable bonds or otherwise relating thereto; and

C. Those in lieu of or in exchange or substitution for which other bonds have been delivered, unless proof satisfactory to the City and paying agent for the applicable bonds is presented that any bond for which a new bond was issued or exchanged is held by a bona fide holder in due course.

“Parity Obligations” or “Parity Bonds” means any other bonds and other obligations now or hereafter issued or incurred payable from the Net Revenues and issued or incurred with a lien on the Net Revenues on parity with the Series 2026A Bonds.

“Paying Agent” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2026A Bonds.

“Project” means construction financing for acquiring, extending, enlarging, bettering, repairing or otherwise improving the System.

“Project Fund” means the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A, Project Fund” created by Section 14 hereof.

“Purchaser” means the Bank of the Southwest to whom the Series 2026A Bonds are to be originally sold and delivered.

“Registrar” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2026A Bonds.

“Revenues”, “Gross Revenues”, “income” or “gross income” means all income and revenues (including but not limited to interest income from the investment of System revenues) derived by the City from the operation of the System, or any part thereof, whether resulting from improvements, extensions, enlargements, repairs or betterments to the System, or otherwise, and includes all revenues derived by the City or any municipal corporation succeeding

to the rights of the City, from the System and from the sale and use of water service and facilities, or any combination thereof, to the residents of what is now the City (including all territorial annexations which may be made while the Series 2026A Bonds or any part thereof are outstanding), or from the sale and use of water service and facilities, by means of the System owned and operated by the City as the same may at any time exist to serve customers outside the City limits as well as customers within the City limits.

“Series 2026A Bonds” means the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A” authorized by Section 5 hereof.

“System” or “Utility” means the municipally owned public utility designated as the City's water utility system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Commission as part of the water utility system, whether situated within or without the limits of the City.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Commission and the officers of the City directed toward the Project and toward the issuance of the Series 2026A Bonds and the sale of the Series 2026A Bonds to the Purchaser is hereby ratified, approved and confirmed.

Section 3. Authorization of Project. The Project shall be constructed and acquired at a total estimated cost not exceeding \$9,900,000 with costs in excess of the amount of the purchase price of the Series 2026A Bonds to be defrayed from sources other than proceeds from the issuance of the Series 2026A Bonds.

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

A. It is in the best interest of the City and its residents to undertake the sale of the Series 2026A Bonds.

B. Moneys available for the Project from all sources other than the issuance of the Series 2026A Bonds are not sufficient to accomplish the Project.

C. The issuance by the City of the Series 2026A Bonds under the Act to provide funds for the Project is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

D. The Net Revenues may lawfully be pledged to secure the payment of the Series 2026A Bonds as set forth herein.

E. The net effective interest rate on the Series 2026A Bonds of 5.00% is less than the statutory maximum of 12% per annum.

Section 5. The Series 2026A Bonds.

A. Authorization. Pursuant to the findings of Section 4 hereof, it is hereby declared that the City, pursuant to the Act, shall issue and sell the Series 2026A Bonds. The Series 2026A Bonds, in the principal amount of \$2,673,000, are hereby authorized to be issued and sold at par to the Purchaser.

B. Details of the Series 2026A Bonds. There are hereby authorized and created a series of bonds designated as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A."

The Series 2026A Bonds shall be dated as of the date of issuance and delivery, shall be originally issued as one bond in the denomination of \$2,673,000, numbered R-1, shall be payable to the registered owner, and shall bear interest on the outstanding principal amount advanced under the Series 2026A Bonds at a rate of 5.00% per annum calculated from the date of each advance to the repayment of each advance, calculated on the basis of a 365-day year, actual number of days elapsed. Interest payments shall be due at maturity of the Series 2026A Bonds with interest accruing based on draws of the principal amount of the Series 2026A Bonds. Principal on the Series 2026A Bonds shall become due and payable upon maturity of the Bonds, which shall be on or about May 15, 2029 (i.e., thirty-six months after issuance of the Series 2026A Bonds).

The form, term, and provisions of the Series 2026A Bonds, in the form set forth in Section 12 hereof are hereby approved with only such changes therein as are not inconsistent with this Ordinance.

Section 6. Prior Redemption.

A. Optional Redemption, Date and Price. The Series 2026A Bonds are subject to prior redemption at the option of the City on any date, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Any partial redemption of the Series 2026A Bonds shall be in inverse order of principal maturity and, after principal redemptions, if any, interest thereafter shall accrue only upon the then outstanding principal amount of Series 2026A Bonds.

B. Notice. Notice of redemption shall be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail, or by electronic transmission, at least thirty (30) days prior to the redemption date to the registered owner of the Series 2026A Bonds to be redeemed at the address shown on the registration books kept by the Registrar as of the close of business of the Registrar on the fifth day prior to the mailing of notice. Notice of redemption shall specify the principal amount to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having

been given in the manner provided above, the principal amount of the Series 2026A Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the principal amount of the Series 2026A Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the principal amount of the Series 2026A Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Series 2026A Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the principal amount of the Series 2026A Bonds so called for redemption plus accrued interest to the redemption date.

Section 7. Signatures, Execution and Authentication of Series 2026A Bonds.

A. Filing of Signatures. Prior to the execution of any Series 2026A Bond, the Mayor and City Clerk-Treasurer may each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Series 2026A Bonds.

B. Execution. The Series 2026A Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Mayor and shall be attested with the facsimile or the manual signature of the City Clerk-Treasurer. There shall be affixed to each Series 2026A Bond the printed, engraved, stamped or otherwise placed facsimile of, or imprint of, the City's corporate seal. The Series 2026A Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar. The Series 2026A Bonds when authenticated and bearing the manual or facsimile signature of the officers in office at the time of signing thereof shall be valid and binding special obligations of the City, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer, at the time of the execution of the Series 2026A Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Series 2026A Bonds or certificates pertaining to the Series 2026A Bonds.

C. Authentication. No Series 2026A Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been fully executed if manually signed and inscribed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2026A Bonds issued hereunder.

Section 8. Negotiability. The Series 2026A Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Bondholder shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code--Investment Securities.

Section 9. Payment and Presentation of Series 2026A Bonds for Payment. Principal and interest on the Series 2026A Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal and interest on the Series 2026A Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 5th calendar day next preceding the payment date (the "Record Date"). If any payment on the Series 2026A Bonds remains unpaid when due, the payment shall continue to bear interest at the rate or rates designated in, and applicable to, the Series 2026A Bonds. The records of the Paying Agent and the Registrar with respect to payments paid to the registered owners of the Series 2026A Bonds shall be conclusive and no posting or notation of payments on the Series 2026A Bond forms shall be required.

Section 10. Registration, Transfer, Exchange and Ownership of Series 2026A Bonds.

A. Registration, Transfer and Exchange. The City shall cause books for registration, transfer, and exchange of the Series 2026A Bonds as provided herein to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of the fully registered Series 2026A Bonds at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall, without cost to the registered owner, authenticate and deliver, not more than three (3) business days after receipt of the Series 2026A Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Series 2026A Bond or Series 2026A Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B. Limitations. The Registrar shall not be required to transfer or exchange any Series 2026A Bonds (i) during the period of fifteen (15) days next preceding mailing of notice calling the Series 2026A Bonds for prior redemption as herein provided, or (ii) after mailing to the registered owner of notice calling such Series 2026A Bonds for prior redemption as herein provided. The Registrar shall close books for change of registered owners' addresses five (5) days prior to each payment date. Transfers shall be permitted within the five (5) days prior to each payment date; such transfer shall not include a transfer of the principal and interest payable on such payment date.

C. Owner of Series 2026A Bonds. The entity in whose name the Series 2026A Bonds are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on the Series 2026A Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026A Bonds to the extent of the sum or sums so paid.

D. Lost Series 2026A Bonds. If the Series 2026A Bonds shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Series 2026A Bonds, if

mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, authenticate and deliver replacement Series 2026A Bonds of a like aggregate principal amount and of the same series, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Series 2026A Bonds shall have matured, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

Section 11. Special Obligations. The Series 2026A Bonds, together with interest accruing thereon, shall be payable and collectible solely out of Net Revenues, the revenues of which are so pledged, and the Bondholders may not look to any general or other municipal fund for the payment of principal and interest on such obligations, except the designated special funds pledged therefor. The Series 2026A Bonds shall not constitute indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City. Nothing herein shall prevent the City from using any other legally available funds for the payment of the principal of and interest on the Series 2026A Bonds, in its sole discretion.

Section 12. Form of Series 2026A Bonds. The Series 2026A Bonds and the forms of authentication and assignment to be attached thereto shall be in substantially the following form with such changes therein as are not inconsistent with this Ordinance.

(Form of Series 2026A Bonds)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO COUNTY OF SIERRA
CITY OF TRUTH OR CONSEQUENCES
WATER SYSTEM IMPROVEMENT REVENUE BONDS
SERIES 2026A

No. R-1 **\$2,673,000**

Interest Rate	Maturity Date	Date of Bonds
5.00%	May __, 2029	May __, 2026

REGISTERED OWNER: BANK OF THE SOUTHWEST

PRINCIPAL AMOUNT: TWO MILLION SIX HUNDRED SEVENTY-THREE
THOUSAND DOLLARS

The City of Truth or Consequences, New Mexico (the "City") for value received, hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner provided for herein, to the Registered Owner stated above, or its registered assigns, in lawful money of the United States of America the principal amount stated above, together with interest thereon, in the amounts and on the dates set forth in the debt service schedule provided by the Registered Owner, until full payment of the principal amount plus accrued interest has been made. This bond shall bear interest on the outstanding principal advanced on the Series 2026A

Bonds at the rate of 5.00% per annum, calculated from the date of each advance on the basis of a 365-day year, actual number of days elapsed. Principal and interest on the Series 2026A Bonds shall become due and payable on the Maturity Date. Payment on the Series 2026A Bonds shall be payable upon presentation and surrender of the Series 2026A Bonds to the City Clerk-Treasurer, as Paying Agent. If any payment of this bond is not made as herein provided, the payment shall continue to bear interest at the Interest Rate stated above until the payment is paid in full. The principal and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or Registrar.

This bond is a fully registered bond of the City in the aggregate principal amount of \$2,673,000, designated as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A" (the "Series 2026A Bonds") issued under and pursuant to City Ordinance No. 773 (the "Bond Ordinance").

This bond may be redeemed, in whole or in part, at the option of the City on any date on at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Notice of redemption will be given by providing at least thirty (30) days prior written notice by first-class, postage prepaid mail to the owner of the Series 2026A Bonds, to be redeemed at the address shown on the registration books as of the close of business of the Registrar on the fifth day prior to the mailing of notice. The notice of redemption shall specify the redemption date and the principal amount thereof, plus accrued interest to the redemption date, and that from and after such date interest will cease to accrue. Notice having been given in the manner provided above, the Series 2026A Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the Series 2026A Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Series 2026A Bonds to be redeemed shall not be deemed to be outstanding and shall cease to bear interest from and after such redemption date.

Upon surrender for transfer or exchange of this bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar will authenticate and deliver in the name of the transferee or registered owner, as appropriate, a new bond in fully registered form of the same outstanding principal amount, maturity and interest rate, in an authorized denomination. The person in whose name any Bond is registered will be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest on the Series 2026A Bonds will be made only to or upon the order of the registered owner thereof or his legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon the Series 2026A Bonds to the extent of the sum so paid.

This bond and the payments of principal hereof and interest hereon do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City and is payable and collectible solely out of the net revenues of the City's water utility system (the "Net

Revenues”) as more particularly described in the Bond Ordinance. The holder of this bond may not look to any general or other municipal fund for payment of the principal of or interest on this bond. The City has covenanted to pay the Net Revenues an amount sufficient to pay specified operation and maintenance expenses of the System, and the regularly scheduled payments on the Series 2026A Bonds and other Parity Obligations when due. For a more complete description of the nature and extent of the security, reference is made to the Bond Ordinance.

The Series 2026A Bonds are issued by the City for the purpose of construction financing for acquiring, extending, enlarging, bettering, repairing or otherwise improving the City's Water Utility System (the “Project”).

The Series 2026A Bonds are secured by a pledge of the Net Revenues. The Series 2026A Bonds constitute an irrevocable first lien (but not an exclusive first lien) upon the Net Revenues on parity with the lien thereon of the City's outstanding Parity Obligations (as defined in the Bond Ordinance). Additional bonds may be issued and made payable from the Net Revenues, subject to express conditions, having a lien thereon on parity with the lien of the Series 2026A Bonds in accordance with the provisions of the Bond Ordinance. The City covenants and agrees with the owner of this bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

The Series 2026A Bonds will not be entitled to any benefit under the Bond Ordinance or become valid or obligatory for any purpose until an authorized officer of the Registrar has manually signed the Certificate of Authentication hereon.

It is hereby certified that all acts and conditions necessary to be done or performed by the City or to have happened precedent to and in the issuance of the Series 2026A Bonds to make them legal, valid and binding special obligations of the City have been performed and have happened, as required by law, and that the Series 2026A Bonds do not exceed or violate any constitutional, statutory or charter limitation. No member of the City Commission, or any officer or employee of the City, including those executing this bond, shall be personally liable on any Series 2026A Bonds.

IN WITNESS WHEREOF, the City of Truth or Consequences, in the State of New Mexico, has caused this bond to be signed and executed on the City's behalf by the signatures of its Mayor and City Clerk-Treasurer and has caused the seal of the City to be affixed hereon all as of the Date of Bond specified above.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

By _____
Mayor

[SEAL]

By _____
Clerk-Treasurer

(Form of Certificate of Authentication)

Date of Registration: _____

This bond is one of the Series 2026A Bonds authorized to be issued by and under the provisions of the Bond Ordinance.

By _____
Clerk-Treasurer
Truth or Consequences, New Mexico

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT CLAUSE

For value received, the undersigned sells, assigns and transfers unto _____, whose social security or tax identification number is _____, the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ as legal representative to transfer the within bond on the books of the Registrar, with full power of substitution in the premises.

DATED: _____

NOTE: The above signature must correspond with the name as written on the face of the within bond in every particular.

(End of Form of Assignment)

(End of Form of Bonds)

Section 13. Sale of Series 2026A Bonds. The sale and award of the Series 2026A Bonds to the Purchaser are hereby ratified, approved and confirmed. The Mayor and other City officers are hereby authorized to do all things necessary and consistent with this Ordinance in connection with the sale, issuance and delivery of the Series 2026A Bonds.

Section 14. Delivery of the Series 2026A Bonds and Disposition of Proceeds. When the Series 2026A Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser. By purchasing the Series 2026A Bonds, the Purchaser agrees to pay to the City the principal amount of the Series 2026A Bonds.

The City shall account for the proceeds of the Series 2026A Bonds as follows:

A. Accrued Interest. The Series 2026A Bonds shall be dated as of the date of actual issuance and delivery and no accrued interest shall be payable by the Purchaser for the period prior to the date of actual issuance and delivery of the Series 2026A Bonds.

B. Sale Proceeds. The proceeds from the sale of the Series 2026A Bonds, as advanced by the Purchaser, shall be deposited by the City promptly upon the receipt thereof in a separate account in an Insured Bank, designated by the City, which account is hereby created and shall be known as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A, Project Fund." The Insured Bank shall be required to pledge collateral security for all deposits in the Project Fund in accordance with the laws of the State of New Mexico, and laws and regulations of the United States of America. The monies in the Project Fund, except as herein otherwise specifically provided, shall be used and paid out solely for the purposes specified in this Ordinance.

C. Purchaser Not Responsible. The Purchaser of the Series 2026A Bonds shall not be responsible for the application or disposal by the City or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

Section 15. The Project Fund.

A. Withdrawals. Monies shall be withdrawn from the Project Fund for the Project by the Mayor and the City Manager.

B. Disposition of Unspent Amounts in the Project Fund. When all work on the Project is completed in accordance with the plans and specifications and all amounts due therefor are paid, the Consulting Engineer shall file with the City a certificate so stating, and thereupon the City shall cause the Insured Bank to transfer to the Bond Fund all funds remaining in the Project Fund, if any, and such proceeds shall be promptly used to pay debt service on the Series 2026A Bonds.

Section 16. Special Funds.

A. The Income Fund is hereby continued. The Water Utility System Gross Income Fund shall be used for the deposit of the Gross Revenues of the System and shall be a special fund, not part of the general treasury or general fund of the City.

B. The Operation and Maintenance Fund is hereby continued as a separate account in the Income Fund and shall be used for the deposit of revenues of the System to be

used for the payment of Operation and Maintenance Expenses of the System as set forth in Section 17 of this Ordinance.

C. The Bond Fund is hereby created as a separate account in the Income Fund and shall be used for deposit of Net Revenues of the System to be used for the payment of principal and interest on the Series 2026A Bonds as set forth in Section 17 hereof.

Section 17. Administration of Income Fund. So long as the Series 2026A Bonds shall be outstanding either as to principal or interest, or both, the Gross Revenues of the System shall be set aside and deposited into the Income Fund and the following monthly payments shall be made from the Income Fund:

A. Operation and Maintenance Expenses. Money in the Income Fund shall first be disbursed to make deposits into the Operation and Maintenance Fund. There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current Operation and Maintenance Expenses of the month.

B. Bond Fund. Second and concurrently with the monthly payments required by paragraph C of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited to the Bond Fund the following:

(1) Monthly, commencing on the first of the month immediately succeeding the issuance and delivery of the Series 2026A Bonds, an amount which is necessary, together with any moneys therein and available therefor, to pay the payment of principal and interest on the Series 2026A Bonds at the Maturity Date based on advances of Bond proceeds; and

(2) If prior to the Maturity Date, there has been accumulated in the Bond Fund the entire amount necessary to pay the principal and interest due on the Maturity Date, the payment required in subparagraph (1) of this subsection, may cease or be appropriately reduced.

Except as provided in paragraph 1 of this Section, the moneys in the Bond Fund shall be used only to pay the principal of and interest on the Series 2026A Bonds as the same become due.

C. Payment of the Additional Parity Obligations. Concurrently with the payments required by paragraph B of this Section, and subject to and after the payments required by paragraph A of this Section, any balance remaining in the Income Fund shall be used by the City for the payment of principal of and interest on the Parity Obligations (including, in each case, reserves therefor), if any, issued and payable from the Net Revenues, as the same accrue.

D. Payment of Subordinate Obligations. Third, and subject to and after the payments required by paragraphs A through C of this Section, from any monies remaining in the Income Fund, there shall be made the payment of interest on and principal of, and reserves for,

additional bonds or other obligations hereafter authorized to be issued and payable from the Net Revenues with a lien thereon which is subordinate and junior to the lien thereon of Parity Obligations.

E. Use of Surplus Revenues. Gross Revenues accumulated over and above that needed to pay Operating and Maintenance Expenses and debt service for any outstanding obligations may only be retained or used to make prepayments on the Parity Obligations or subordinate obligations or for System improvements. Gross Revenues cannot be used to pay any expenses which are not directly incurred for the System.

Section 18. General Administration of Funds. The funds designated in Sections 16 and 17 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Banks. Each fund shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the stated purpose. Payments shall be made into the proper account not later than the first day of the month except when the first day shall be a Sunday or legal holiday, and then payment shall be made on the next succeeding business day. No later than three (3) days prior to each payment date, moneys sufficient to pay interest and principal then due on the Series 2026A Bonds shall be transferred to the Paying Agent. Nothing in this Ordinance shall prevent the Commission from establishing one or more bank accounts in an Insured Bank or Insured Banks for all the funds required by this Ordinance or, except for the Project Fund which must be maintained as a separate account, shall prevent the combination of such funds and accounts with any other bank account or accounts for other funds and accounts of the City.

B. Investment of Moneys. Moneys in any fund or account not immediately needed may be invested in any investment permitted by law. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Clerk-Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

Section 19. Lien on Net Revenues. The Series 2026A Bonds shall constitute an irrevocable first lien (but not an exclusive first lien) on, and the City hereby grants to the owners of the Series 2026A Bonds a security interest in, the Net Revenues as set forth herein and on parity with any existing Parity Obligations or future Parity Obligations which may be issued. The Net Revenues are hereby authorized to be pledged and are hereby pledged and the City grants a security interest therein and in the funds on deposit in the Bond Fund and Project Fund for the payment of the principal of and interest on the Series 2026A Bonds.

Section 20. Additional Bonds or Other Obligations Payable from Net Revenues.

A. Earnings Test. Nothing in this ordinance contained shall be construed to prevent the issuance by the City of additional Parity Obligations payable from the Net Revenues and constituting a lien upon said revenues on a parity with, but not prior or superior to the lien of the Series 2026A Bonds, nor to prevent the issuance of bonds or other obligations refunding all or a part of the Series 2026A Bonds, provided, however, that before any such additional Parity Obligations are authorized or actually issued, the following tests shall be satisfied:

(1) The City is not, and has not been in default as to making any payments required by Section 17 hereof during the twelve months immediately preceding the issuance of such additional Parity Obligations, or if none of the Series 2026A Bonds have been issued and Outstanding for a period of at least twelve months, then for the longest period of time any of such Series 2026A Bonds have been issued and Outstanding; and

(2) The Net Revenues for the Fiscal Year immediately preceding the date of issuance of such additional Parity Obligations shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined average annual principal and interest requirements coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations payable from and constituting a lien upon the Net Revenues and the additional Parity Obligations proposed to be issued (excluding any reserves therefor).

B. Certification or Opinion of Earnings. A written certification or opinion by an Independent Accountant or the City Manager that Net Revenues for the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Obligations are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the proposed additional Parity Obligations on a parity with the Series 2026A Bonds.

C. Consideration of Additional Revenue Permitted. In determining whether or not additional Parity Obligations may be issued as aforesaid, consideration may be given to any probable increase in the estimated Net Revenues of the System that may result from the expenditure of funds proposed to be derived from the issuance and sale of the proposed additional Parity Obligations or an increase in System rates.

D. Subordinate Obligations Permitted. Nothing herein contained shall be construed to prevent the City from issuing bonds or other obligations payable from the revenues of the System and having a lien thereon subordinate, inferior and junior to the lien of the Series 2026A Bonds.

E. Superior Obligations Prohibited. Nothing herein contained shall be construed to permit the City to issue bonds or other obligations payable from the revenues of the System and having a lien thereon prior and superior to the lien of the Series 2026A Bonds.

Section 21. Refunding Bonds. The provisions of Section 20 hereof are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time the Commission shall find it desirable to refund the Outstanding Series 2026A Bonds, the Series 2026A Bonds may be refinanced and paid, in whole or in part, in advance of their maturity.

B. Limitations upon Issuance of Parity Refunding Obligations. No refunding bonds or other refunding obligations payable from any revenues of the System shall be issued on a parity with the Series 2026A Bonds, unless the refunding bonds or other refunding obligations are issued in compliance with paragraph A of Section 20 hereof.

C. Limitations upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from any revenues of the System shall be issued with such details as the Commission may provide by ordinance.

Section 22. Protective Covenants. The City covenants and agrees with each and every holder of the Series 2026A Bonds:

A. Public Utility. The municipal water facilities of the City shall continue to constitute a public utility designated as the System and shall hereafter be operated and maintained as a public utility.

B. Use of Series 2026A Bonds Proceeds. The City, with the proceeds derived from the sale of the Series 2026A Bonds, shall proceed to complete and acquire the Project without delay.

C. Payment of the Series 2026A Bonds. The City shall promptly pay the principal of and interest on the Series 2026A Bonds at the place, on the dates, and in the manner specified herein. Principal and interest on the Series 2026A Bonds are payable solely from Net Revenues, and the special funds herein authorized for such purpose.

D. City's Existence. The City shall maintain its corporate identity and existence so long as the Series 2026A Bonds remain outstanding, unless another political subdivision or authority by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of the holder of the Series 2026A Bonds.

E. Impairment of Contract. Except with the approval of the holder of the Outstanding Series 2026A Bonds, the City agrees that this Ordinance shall not be repealed or otherwise directly or indirectly modified, in such a manner as to adversely affect the Outstanding Series 2026A Bonds.

F. Use Charges. Rates for services rendered by the System shall be reasonable and just, taking into account the cost and value of the System, Operation and Maintenance Expenses, proper allowances for depreciation and the amounts necessary to retire all bonds payable from Net Revenues, and any reserves therefor. There shall be charged against all users, including the City, rates and amounts, which shall be increased from time to time if

necessary, sufficient to produce revenues to pay the annual Operation and Maintenance Expenses, and 120% of the combined average annual principal and interest requirements on all outstanding Parity Bonds and other obligations payable from Net Revenues. No free services of the System shall be furnished by the City. Any use of the System by the City shall be paid for from the City's general fund at the reasonable value of the use so made. Income so derived from the City shall be treated in the same manner as any other System income. The City is granted a statutory lien upon realty for unpaid rates and charges pursuant to Section 3-23-6 NMSA 1978. The City covenants and agrees that it will cause any lien on each property to be perfected and enforced in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-7 NMSA 1978.

G. Levy and Reduction of Charges. Prior to the delivery of the Series 2026A Bonds, the City has established and levied the required rates and charges for use of the System. No reduction in any initial rate schedule may be made unless:

(1) The City has complied with Section 17 hereof for at least one Fiscal Year immediately preceding such reduction; and

(2) The audit for the one full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule will be sufficient to meet the requirements of paragraph F of this Section.

H. Efficient Operation. The City shall operate the System as long as the Series 2026A Bonds are outstanding and shall make such improvements and repairs to the System as may be necessary to insure its economical and efficient operation and its ability to meet demands for service and its continual operation and maintenance in good condition.

I. Records of System. Separate records will be kept showing complete and correct entries of all transactions relating to the System. Such records shall include monthly entries showing the number of customers, the revenues received, a detailed statement of expenses, and such other items as deemed relevant.

J. Right to Inspect. The Purchaser or any other owner of the Series 2026A Bonds or their duly authorized agents shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto.

K. Audits and Budgets. So long as the Series 2026A Bonds shall be Outstanding, the City shall furnish to the Purchaser, and to any owner or owners or insurers of the Series 2026A Bonds who has requested the same, not later than thirty (30) days after the close of each three-month fiscal period, complete operating and income statements of the System in reasonable detail covering such three-month period, and, not later than sixty (60) days after the close of each fiscal year, complete financial statements of the System to the owner of the Series 2026A Bonds covering such fiscal year. In addition, the City will prepare and adopt prior to the beginning of each fiscal year, a budget for the ensuing year for the System, such budget to include an estimate of revenues and expenses during such fiscal year.

L. Billing Procedure and Discontinuance of Service. All System bills shall be sent out on a regularly established day of each month in advance or after service is rendered. If bills are not paid within a reasonable time after such date, they shall be collected in any lawful manner. Upon nonpayment of charges, water service will be discontinued if permitted by law and will be restored only upon payment of the delinquent amounts plus the cost of restoration.

M. Use of Bond Fund. The Bond Fund shall be used solely and only, and said funds are hereby pledged, for the purposes set forth in this Ordinance.

N. Charges and Liens upon System. The City, from Revenues, will pay all taxes and governmental charges lawfully levied in respect of the System when due. The City will comply with all valid requirements of any governmental authority relative to the System and will not create or permit to be created any lien or charge on the System or the Revenues except as permitted herein. The City will satisfy within sixty days after the same shall accrue all lawful claims and demands which might by law become a lien on the System or upon the Revenues unless the validity thereof is being contested in good faith by appropriate legal proceedings.

O. Insurance. The City, in its operation of the System, will carry fire and extended coverage insurance, public liability insurance and other types of insurance in such amounts and to such extent as is normally carried by private corporations operating facilities of the same type. The City will also maintain, as provided by law, a self-insurance fund to cover workmen's compensation insurance or will carry equivalent insurance. The cost of insurance shall be considered one of the Operation and Maintenance Expenses of the System. In the event of property loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged, any remainder shall be treated as Net Revenues, and shall be subject to distribution in the manner provided hereinabove in Section 17, for Net Revenues derived from the operation of the System. Nothing herein shall prevent the City from establishing a funded self-insurance program.

P. Competing System. The City shall not grant any franchise or license to a competing system, or permit any person or organization to sell water service and facilities within the City (unless required to do so by law). To the extent permitted by law, the City will require all residents to connect to the System facilities.

Q. Alienating System. While the Series 2026A Bonds are outstanding, the City will not sell, lease, mortgage, pledge or otherwise alienate the System, or any part thereof. In the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues in the manner provided hereinabove in Section 17 hereof.

R. Extension of Interest Payments. The City will not extend or be a party to the extension of the time for paying any claim for interest on the Series 2026A Bonds. Any installment of interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Ordinance except subject to the prior payment in full of the principal of all Series 2026A Bonds and interest which has not been extended.

S. Management of the System. The City shall employ competent and experienced management personnel for the System. If an "event of default" shall occur and continue for a period of sixty (60) days or if the Net Revenues in any Fiscal Year fail to equal principal, interest and reserve requirements for all Outstanding Parity Obligations and other obligations payable from the Net Revenues, the City shall retain an independent consultant who is qualified in the management of facilities similar to the System, to assist in the management of the System so long as such event of default continues or the Net Revenues are less than the amount designated.

T. Fidelity Bonds. Each municipal official responsible for receiving income and maintaining the accounts of the System shall be bonded at all times, which bond shall be conditioned upon the proper allocation of such income. The cost of each bond shall be considered one of the Operation and Maintenance Expenses of the System.

U. Performing Duties. To the extent permitted by applicable law, the City will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City, including but not limited to, the making and collecting of reasonable and sufficient rates and charges for services rendered or furnished by the System as hereinbefore provided.

V. Service Connections. The City shall provide adequate service to all persons within the service area of the System who can feasibly and legally be served.

Section 23. Events of Default. It is an "event of default" if:

A. Nonpayment of Principal. Payment of principal of any Series 2026A Bonds is not made when due either at maturity or by proceedings for prior redemption, or otherwise; or

B. Nonpayment of Interest. If payment of any installment of interest shall not be made when the same becomes due and payable; or

C. Incapable to Perform. The City becomes incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. The City defaults in the punctual performance of any other of its covenants hereunder for sixty (60) days after written notice shall have been given to the City by the holders of twenty-five percent (25%) of the principal amount of the Series 2026A Bonds then outstanding.

Section 24. Remedies on Default. Upon the happening and continuance of any event of default, the holder or holders of not less than twenty-five percent (25%) of the principal amount of the Series 2026A Bonds then outstanding, or a trustee therefor, may protect and enforce the rights of any owner of Series 2026A Bonds by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenant, the appointment of a receiver (the consent to such appointment being hereby granted), injunctive

relief or requiring the Commission to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all owners of Series 2026A Bonds. Any receiver appointed to protect the rights of owners of Series 2026A Bonds may take possession and operate and maintain the System in the same manner as the City itself might do. The failure of the owner of the Series 2026A Bonds to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other rights and the exercise of any right by any owner of the Series 2026A Bonds shall not be deemed a waiver of any other right.

Section 25. Duties upon Default. Upon the happening of any event of default, the City will perform all proper acts to protect and preserve the security created for the prompt payment of the principal of and interest on the Series 2026A Bonds. The holders of not less than twenty-five percent (25%) in the principal amount of the Series 2026A Bonds, after written demand, may proceed to protect and enforce the rights provided by this Section and by Section 24.

Section 26. Amendment of Ordinance. This Ordinance may not be amended without the written consent of the owner of the Series 2026A Bonds.

Section 27. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing, any required printing of the Series 2026A Bonds and the execution of such certificates as may be required by the Purchaser or bond counsel.

Section 28. Repeal. This Ordinance shall not be repealed unless the Series 2026A Bonds have been discharged in full or provision has been fully made therefor.

Section 29. Limitation of Action. After the passage of 30 days from the publication required by Section 32 hereof, any action attacking the validity of any proceedings had or taken by the City preliminary to and in the authorization and issuance of the Series 2026A Bonds, shall be perpetually barred.

Section 30. Severability Clause. 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 31. Effective Date. Upon its adoption, final passage and approval, this Ordinance shall be recorded in the book of ordinances of the City kept for that purpose and authenticated by the signatures of the Mayor and the City Clerk-Treasurer and the seal of the City affixed hereto. The title and general summary of the subject matter contained in this Ordinance (set out in Section 32 hereof) shall be published in a newspaper which is of general circulation in the City in accordance with law, and the Ordinance shall be in full force and effect five days after such publication and posting as provided by law.

Section 32. General Summary for Publication. 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

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 773 (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on April 8, 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:

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2026A, IN THE PRINCIPAL AMOUNT OF TWO MILLION SIX HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$2,673,000) FOR THE PURPOSE OF CONSTRUCTION FINANCING FOR ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

(End of Form of Summary of Ordinance for Publication)

PASSED, APPROVED, AND ADOPTED THIS 8th DAY OF APRIL, 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 8th day of April, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, March 11, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 31, 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 4-8-26

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MARCH 11, 2026

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 9:01 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

Hon. Rolf Hechler, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Ingo Hoeppner, 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
Deanna Knull, Police Department Administrative Assistant

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Mitchell made a motion to approve the agenda with the change of moving item G9 before G1. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PUBLIC COMMENT (3 Minute Rule Applies):

Michael Donlan addressed the Commission with comments related to:

- I'm the son of an Irish cop and all my uncles were in law enforcement, so I've known law enforcement deeply since birth, practically. I'm a big believer in the concept of community policing, and our Truth or Consequences Police Department has demonstrated their commitment to this concept in their day-to-day operations. They work to be deeply engaged and involved in our community, right down to smiling and helping people whenever they can. I'm here today to lend my support to the matter of moving our department from a building that is no longer meeting our needs – and it does not meet state or federal accreditation guidelines, so we pay more for insurance because of that. The new location, I call it a “honk and wave” location because the police are coming in and out, we're going to be waving at them, seeing them, they're going to be more visible in our community, and they will become even more of a part of our community. The design of the new location creates a welcoming environment. I got to see this when they had the open house. The design and open environment creates things that will draw the public into the department building. There will be public art, a children's art wall where children can have their work up and feel good about going to the department, feeling good about being around policemen, and that's a real plus for our community. They'll even be able to go at Art Hop. The new location makes a statement of our community's pride in our department, and our commitment to public safety. I thank you for listening this morning.

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

- I have a few quick updates for you guys from MainStreet:
 - We are working on putting together the Levitt Amp Truth or Consequences Music Series. We have set the dates for those – this 2026 season is going to be in September and October, partly because Levitt puts some parameters around when we're allowed to do this, and it was a little bit too much to get it going by this Spring, we feel like Summer might be a little bit hot, so we're going to do the shows in September and October on Thursdays. We're trying that this year, to not conflict with all the things that happen on the weekends, from football games, to community events. So Thursday evenings at Ralph Edwards Park, we are working on our lineup of bands at the moment, and hopefully in a few more weeks, we'll be able to announce the headliner bands.

- In addition to that concert series, we are partnering with the city again to do the downtown Dancing in the Streetlights series. Those, we're planning on doing on the first Fridays in the Summer, so June, July, and August. The July date will be July 3rd which coincides with the day before Independence Day. Since Elephant Butte does their fireworks on Independence Day, we were planning on doing a city-wide T or C celebration of Independence Day, and the 250th anniversary of the US on the 3rd. Potentially, with a parade, and then the free downtown concert. We're partnering with city staff to work on that.
- We are putting together a business legacy planning seminar. That will be held on March 24th, from 3pm-4pm. It's a free seminar for any business owners, they don't have to be in the main street district, anyone in Sierra County can attend this. It's for business owners who want to either plan ahead toward retirement, whether that's soon or in 20 years, or they just want to plan for the unexpected with their business, so they can think about what will happen when they're no longer running that business. Whether it's transferring that to their children, if they don't have any heirs what will happen with that. So again, that's a free seminar open to any business owners. Anyone who wants to attend can email me for a signup link for that.
- We're working on several grants right now, as it is grant writing season, so one of those is on your agenda for the end of this meeting and we can talk a little bit more about that when we get there, we're asking for a letter of support from the city for that.
- We had a successful litter cleanup in February, as part of our Clean and Beautiful grant this year. We're scheduling another litter cleanup in coordination with the city-wide cleanup day at the end of April.
- This weekend is the Second Saturday Art Hop downtown, so if you are free, go downtown. As always, there will be lots of good things; live events, art openings, refreshments, a good time to be out. Thank you.

Ron Fenn addressed the Commission with comments related to:

- I'm reading a letter that I just gave to City Manager Whitehead: I write to inform you, and pertinent officials, that while still willing and interested in the Reed Rockets sculpture by Mr. Barbour. I will not conclude this transaction without an order of the District Court from Judge Shannon Murdock. As stated in her conclusion of the case D-721-CV-202400130, with a finding for the plaintiff Ron Fenn. Following over a year and a half of litigation and receiving the judgement, city attorney has filed a document with the court agreeing to the sale with a condition of it's completion by March 15th. I reject this ploy of Mr. Rubin, as it fails to acknowledge state law violations by the City Commission, in their attempt to sell municipal property by bid to city board members, barred by law, except in open public auction for the lowest price bid of \$300, contrary to 3-54-2C. In addition to the Commission's violations of oath of office, compounded with other specific statute violations, this ridiculous action has cost taxpayers thousands of dollars. Attorney Rubin has taken advantage of the Commissioners' apparent ignorance of the laws that they're obliged to uphold and enforce, and pad his

paycheck by more than \$3,000 in a failed attempt to prevent me from purchasing, in submitting the highest bid in accordance with the legal published terms and conditions. Mr. Rubin failed, over the year and a half, to explain the violations to the Commission, and has earned, by such omission, over ten times what the Commission was willing to accept for the artwork. In four Commission agendas, which he signed off as reviewed for legal, and in six executive sessions on this litigation, it seems that no rational actions were taken. The initial dismissal in 2024 was appealed by myself, the case was reversed, and sent back to District Court for two more hearings that concluded with a judgement for the plaintiff. Thank you.

D. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Input/Discussion/Action: PNC building Plan.

City Manager Whitehead: It's good to be bringing this item to the next spot in its life. If you'll remember, the City had purchased the PNC building. Back when I first came on board, we made the decision to forego a bond issue, in a vote that would have required – potentially we were looking at about a \$1.5 or \$1.6 million renovation and purchase of the building. In looking at this, I made the decision that we would move this into a process called design build, which allows us to effectively work to find our own design, our own concept, and you can see in your packet, the basics of what our engineer put together for us. We will go out to RFP. The RFP is ready to go tomorrow, so it'll be published tomorrow. We'll be seeking qualified respondents to that RFP, that have the credentials, the background, and the ability to build this project. Then, they will finish, and do all the necessary engineering and design. This is a process that put the two together, so that we're not trying to build our design and running into those challenges you get where someone doesn't like the design. It's a really common process, it's really well-used for projects that are in the \$1-\$2 million range. In your packet, you'll see that during the budget process, we asked that you allocate funds. We were fortunate enough at the session last year to received \$375,000 in the legislative grant. We broke that out into our budget process under state fundings. The Commission set aside \$200,000 from its general fund, and then through the Police Department Gross Receipts Tax, we've set aside \$250,000. We have incurred costs this year, so we have paid our engineer for the design work that you're seeing. That's part of the RFP package. We have a very defined road map that we'll be looking for. When we started this process, we committed to having a couple of public hearings, we wanted to have one open house in the building so the public could view the building themselves, they could see the condition of the building, and they could see the concepts that we were working towards. We've done so, so today would be a second public hearing, really to get any last-minute feedback that we might have missed, concepts that we've not seen. Through our process, we've also identified some other grants and opportunities. At the last Commission meeting, you approved us going out for a solar application grant, which is available, and that plan would be to now add a covered parking structure at this particular area, so that our police units could be under cover. We're doing all those kinds of things, we keep finding ways and pockets of money and things to help along this project. Our belief is the building is in sound shape, I continue to say, it was an operating bank a few days before

we purchased it, the conditions of the HVAC, the electrical, and the plumbing are in order, they have been evaluated by our engineer to attest to the fact that those things are not necessarily in need of a replacement. There might be minor things that require code upgrades, and code items, and the engineer has identified those, and we will look for those. With that, we will stand for any questions that you might have about the process. You can see the basic floorplan in your packet, and we will try to answer some questions as far as we can. Obviously, tomorrow this will go out to RFP so our information on the exact design, and those items, will be a little privileged at this point. But with that, we will stand for any questions and certainly any public comments on things that we might not have seen or addressed. I will comment, the last thing I'll say is the piece that we're really excited about is the center of the building. It really sets itself up to be a beautiful art gallery, we focused on that, you guys have allowed us to center the money that we received from Capital Outlay, which requires that we do art in public places, so we have about \$20,000 (I'm rounding) that we will be able to use to put art in here, so this building will not only become the Police Department, but it should also become a walk path, a place where people can come in, a participant in Art Hop, all of those opportunities. I think, as Mike Donlan pointed out this morning, the public should see the police as part of their community, not just a building in the corner. With that, we'll stand for questions and look forward to comments.

Mayor Pro-Tem Mitchell: It looks great.

Commissioner Forrister: Excited that we're moving forward, and getting it to where they can get a step closer to moving in.

Mayor Hechler: Manager Whitehead, if everything falls into place, it's not inconceivable that we could be inhabiting that building by the end of the year, does that sound about right?

City Manager Whitehead: I'm an optimist; potentially. The bid opening is April, it'll probably take us the better part of 20-30 days to really settle in and get our cost right. So really, if everything went well, we could be building by June or July. Jocelyn has kind of given them a year, so we have about a year from the time we contract to get it done. But again, the building is in pretty good shape, so if it moves fast, yes, I would think so. I would think, certainly, by this time next year, we should be moving in.

Mayor Hechler: Certainly, the upgrades aren't anything major. They're moving around a few walls, I know we have some things to do that are inherent to the Police Department that make it compatible with what it's supposed to do, but it seems to me like – and I'm being optimistic – it would be nice to have it in by the end of the year, it's been a long time coming, so that's great. If the budget doesn't arrive where we want it to, and I know how much money we have put aside, but we still have that one ace in the hole where we have the old building we could sell if we needed to.

City Manager Whitehead: Correct. I think that's the general consensus amongst us, it still remains that the next step would then be to go ahead and sell the building. It

appraised at about \$300,000 so we think that we could use the proceeds of that, and that's paid for and that could be the money that we need to get over the top.

Mayor Hechler: And finally, we are applying for a grant for the solar, so that solar revenue isn't going to have anything to do with the revenue we have set aside for the PD right now.

City Manager Whitehead: No, that's correct. This is just an additional grant that Assistant Manager Alvarez found. It was available, so we just made the application, and it fit perfectly into the space that we had designed. It actually, because that grant is a \$1 million grant, it would actually cover what we call the bull pen, where their cars are going to park, we could do the customer/citizen parking along McAdoo on the back, and then potentially come all the way down to McAdoo, and then put covered parking next to our charging station. It looks like there's enough, if we received the full \$1 million, we would have enough to do all of that.

There were no comments from the public.

No action was taken.

E. REPORTS:

City Manager Whitehead reported the following:

- It's Spring, it feels good, we have longer days and more sun, so we have a lot going on. Every day at the city is busy. We're thankful the crew is working hard. Here are some of the events that have taken place:
 - Last week, we were lucky, the South Central Council of Governments hosted an NMDOT training in Elephant Butte that we were able to participate in. It was a wonderful training, four hours. I think both the Assistant Manager and I felt really enlightened on how we apply for road projects within our community. When I got here last year, I did these types of projects at the County, and they were a little simpler. This one was kind of big. We put in for 2 projects that were around \$700,000 to \$800,000 worth of projects and one of them was for \$339,000 and we received \$64,000. As you are going, it's kind of a shock to your system like wow. We went through all of that work, and we didn't get the full amount, but it's good to know and we were trained to say that the first project is kind of a maintenance style project and it is made to be that level. This year we were able to think about what we were going to do, and we put in for projects that meet those scopes. It was a really great training for us and hopefully we'll start preparing to get some roads done.
 - Earth Day is coming up on the 24th and the Mayor and I talked about this last year, and we would like to return to the practice of having the open ability to let citizens bring residential waste to the transfer station. In meeting with staff, they had some concerns about it because on a single

day it forms some congestion, and it makes for a long day. It takes a lot of effort, so we are trying to mature a plan that would allow us to do collections for 4 days. What we are proposing right now is from Saturday, the 18th through the 24th, we are thinking of a plan that would allow us to provide a stipend to the residential citizens. The idea is to give our residents a certificate that would allow them to dump, and then they could spread that out over the 4 day period so they could get in at a time that made sense to them. We're pretty close. We just have to figure out how to make sure every citizen gets the voucher. There are always conditions that might not work, but we are trying to figure out how to spread that out. The county also wanted to participate in this, so on Friday, April 24th, they will be hosting collection days at all of their transfer sites and then they are picking a few other spots like Engle, and then they will also put some dumpsters at the county fair grounds. On that day, we want to participate with them to make that kind of the Earth Day, and encourage schools, clubs, and organizations to pick a mile of road, or pick a place to clean, bag your trash, and then we're also going to put some dumpsters at the fair ground as well, so people can bring their free trash there. The landfill would be off-limits on that Friday, for collecting free trash at our transfer facility, but we would do it there in conjunction with the county. We're trying to work through that. The staff really wants to include Williamsburg, as they're our paying customers as well, so we'd need to figure that out, how we would get them a certificate that would allow them something like up to a ton of trash. Then at the end of the month, at the next meeting, I'd like to bring a proposal to you to allow us to charge the county our exact tipping fees. We pay just under \$69 per ton for our disposal, so I would like to reduce our fee for the county to \$70 so we at least cover our costs to get the work that they do in their areas for that particular day. So those are the ideas that we're working on for the Earth Day event, to see how it goes.

- Foch Street is moving along. They're pouring concrete today. As I've pointed out in the past, we had an issue with the gas lines, they were a little shallower than everybody expected. I spoke with the gas company earlier this week, they have a map strategy for the plan, they're trying to get that bid out at this point, so they've kind of changed the plan of the way they're budding Foch. So, they were going to start from the North side and go down, but that's where those gas lines are, so if you can see, they've turned and they're coming from the South up. Today they're pouring the sidewalks under the Money Man property, they should have those finished by tomorrow, and they have formed in front of Lee Belle, and they'll continue going. They're really on-time, just going at it at a backwards rate, so we're not behind. We should hopefully get those done, and in the next 30 days, we hope that we have a work solution with the gas company. I also want to just say publicly, to the gas company and their staff Joshua, I think we have not included them in some of our conversations of late. We include them in all of our water projects, they're

really participating well. When you work with all your partners, it's kind of nice, so thanks to them. I do want to comment, because we are receiving a lot of feedback that the road is not wide enough, and that it's going to be a one-lane road. The road width is 24 feet from curb to curb. The drive lanes are 9.5 feet wide. It's intended to be a slow traffic, that was the design that was intended. I'll remind the public that you're driving on an 11-foot drive lane on Date Street and Broadway, those two lanes are 11 feet. The standards are met, the engineers have verified, they have conferred and presented those plans to NMDOT, so the standards for our streets are met and it will be two-way. It is definitely going to be two-way traffic. I think it looks narrow, and trust me I walk by it, I saw it, I have measured it twice, I have taken a tape measure and measured it twice because it does appear narrow, but I think it's because it's dirt and the concrete is just sitting up there by itself. Again, also remember that all the park lanes are 45°, which if you think about it, ultimately that was the dream for Date and Main Street, was to try to get parking like this, so that's the intent of the road. All the curves, the angles, they all meet, they've all been inspected by NMDOT, they all meet standards, so we're not out of compliance legally, or by regulation. We are in compliance.

- Last week, we had a great meeting with the South Central Regional Transit Authority. I had some citizens request that we look for some new bus stops. One, primarily at the county health building, and one at Sierra Vista Hospital. The Transit Authority has agreed, they think those are good stops, and there's a route in which we could do it. The Mayor is going to try to get a letter of approval from the hospital so that we could put a stop in the parking lot. The Transit Authority agrees they could move the stop, because there's a bus stop in front of the courthouse, they would just move it to the back which would then cover the health building, and then they've also asked me if I can work with Walmart to get a letter to allow the bus to come into the parking lot. They're currently stopping off-site, but that does create some challenges for those that need ADA access, or those kinds of things. So we will try to work with Walmart to get that put in. It was a good visit with the Transit Authority, they're doing really well, their ridership is up, and they are moving people around so I'm excited to present that.
- This month is grant month, and we have been jumping trying to get grants in, you'll see we have one on the agenda that we need a resolution for, we kind of missed that, we thought it was just an application, so that's for today. We also have congressional funding due this month, so all four congressional leaders have asked that we submit plans. Representative Vasquez was the first portal to open, his closed yesterday. We did submit the Lee Belle building, for the exterior renovations, to go along with what we have, so we've asked for \$1 million from Representative Vasquez to do exterior stucco, a roof repair, HVAC upgrades, and potentially foundation work, so if we were able to get that funding, we would then have \$1.5 million to get the foundation and the structure of the building

back in order, so that was the ask there. We did receive a request from the Representative from the North, Representative Hernandez, a ledger. We did submit the same request, we think it's outside of the district, generally I would think she would want to fund projects in her own district, but we did make a request there as well.

- This morning, I'm happy to tell you that we're down to around 10 water leaks. We have 6 of those scheduled, so hopefully by the end of the week, we have 6 more of those repaired. It feels like they've kind of slowed down a little bit for us, so hopefully we can continue that momentum. We are putting a new water line in on Cherry Lane, the contractor has started that work, and that's one of the projects from the GO bond that we've agreed to, so we're starting to finally get those contracts out. The crews will also be overlaying Cherry Lane and Arrowhead, who will both have new water lines in that particular area, so that will be exciting. The water line is a new main, and then extension lines to the meters on both of those projects.
- Finally, the Morgan Street sewer upgrade has started this week as well, so again that's for the apartments that are on Morgan Street. We did not have sewer access for those to be connected to. The private developer has a line on his property, so we're working with him, he's paid for his portion to move a manhole, relocate, and then we'll be adding an 8-inch line, a short run to our manhole, so it's going to work really well, we have that contract in place, and that will be underway. The apartments that are going on Morgan, he'll have the access now to build as many of those as he wants to construct for upgraded rentals. With that, that's my report, I'll stand for any questions.

a. Police Department Update.

City Manager Whitehead: This morning, the Police Chief has the honor of sitting in yesterday and today on interviews for the new Police Chief in Belen, they asked him to sit on that panel, there were three Chiefs selected, and our Chief is up there having three interviews today, so his Admin Assistant is here to report.

Deanna Knull reported the following:

- Chief Tavizon would like me to report on our calls for service for February. We were at 989, those included:
 - 113 for animal control
 - 25 crashes
 - 3 for our school resource officer; not to mention his daily activities at the schools
 - 28 case follow-ups
 - 1 DUI/DWI
 - 9 for code follow-up or calls
 - 174 traffic stops, resulting in 151 citations and 28 arrests
 - We had a couple of trainings in February, not quite as much, we will be picking up on trainings again, but we did have Officer Villarreal go to

instructor development, trying to bring out more instructors in our department so that we can have field training officers and general instructors as well, because we are looking for more instructors. We also had a taser training, we got new equipment, so our officers had to go through new taser training. Just a quick mention, our Animal Control is carrying those as well, so both Tyler and Logan got tased.

Mayor Hechler: My general comment is that when officers have to get tasers, they have to get tased. So they actually put themselves under the same hospices and when they tase other people, so they don't take it lightly, nobody likes to get tased. Same thing with mace, they all get maced before they can carry it, so they understand what our public goes through. They don't make those decisions lightly to use those things in public when they need to.

b. Department Head Report.

OJ Hechler, Community Services Director, reported the following:

- I'd like to kind of update everybody on our skate park progress. The progress is steady. I met with the contractor over there this morning, they're finishing up the ramps, we still have a little bit of concrete to go on a couple of the ramps. Next, we have some railing that will go on the ramps. Additional phases after that, we're going to have to do something with our perimeter fencing, so we're working on that right now. We're also working on some signage for the skate park. Earlier in the month, I was hopeful that we were going to have it done the first or second week in April; the goal is Fiesta. We had a lengthy discussion this morning with the contractor, we let him know that we really need to have it opened up for Fiesta, so we're shooting for about the third or third and a half week of April to have it completely ready to open.
- The boat dock, if you've noticed, there hasn't been much activity over there lately. The beginning of the project, we didn't want water in the river, now we need water in the river to install the dock. BOR anticipates that they're going to start releasing water out of the river on or around April 29th, so we have the boat dock installers, EZ Dock, will be here around the second week in May. So the boat dock won't be ready for Fiesta, but under the circumstances, I think we can understand why.
- Currently, we're working on the proper signage that we need to put out there on the boat dock, and then also the angle iron. I know some of the Commissioners and some of the community members have seen the angle iron, so what we propose – and we got this approved through our engineer – is we're going to take 3/8" thick 1-foot plates, we will weld them to the top of the angle iron, and then pound them down. It will also hold the riprap down, and then you can't get snagged on the angle iron with the current, floaters, swimmers, and things of that nature.
- Staff is also actively preparing for the City Swimming Pool, all hands on deck so to speak. We have a full inspection scheduled for April 11th, we're planning a soft

opening April 15th. A big part of that will be the recruitment of lifeguards, we are advertising for lifeguards. We are hoping we can get a handful like we did last year, it seemed like it worked really well. We're chasing a really ambitious schedule over there this year, so that will be a big part of it.

- Little League has begun, we have 18 teams this year. 6 from Arrey, 12 from T or C. It seems like Arrey gets a few more teams every year, they're killing it out there with that baseball. Staff continues to support league activities throughout the season, and will ensure the field remains safe and playable. We are going to start advertising for seasonal employees for the Parks Department, the Golf Course, the Streets Department, and the Swimming Pool. If you guys know anybody who needs a job, we need the help, and we will have that in the newspaper probably next week. With that, I will stand for any questions.

Commissioner Forrister: Go advertise at the school.

Community Services Director: We will, we absolutely will.

City Attorney Rubin: So, of the 18 teams, I guess that would be T-ball, Minor League, and Major League?

Community Services Director: Correct.

Tara Manning, Animal Shelter Supervisor reported the following:

- Back in October, we presented our spay and neuter grant to you that we received from the state. We started running it back in January of this year, so it's only been running for about two months. We are proud to say that 84 animals have been signed up for the spay and neuter grant, and only 9 of those are shelter dogs. So we're getting a lot of community animals fixed, fully vaccinated, and ready to go, so hopefully we'll have less puppies and kittens, because the season is coming upon us.
- As you know, we had Jordan's Way, it seems like it was forever ago already, but it was a week ago today, two weeks maybe. We got our final numbers in, we raised \$8,700, which is about \$1,000 more than last year, which is really exciting. I am beyond thankful for the community that was involved, the people who watched on Facebook, the 4-H kids who came in, and boy were they willing to eat that scorpion for me. I'm so glad I didn't have to, but if I had to, those boys stepped right up. I am so thankful for that. With those donations we got, we are planning on saving that for the expansion that we are beginning. I know the grant for the expansion will cover the building itself, but what about bowls, supplies, all that other stuff to outfit it? So we've decided to hold onto that until we get the expansion, so that way we're not scrummaging for everything at the last minute, we can just order everything and be able to utilize it pretty much on day one.
- We had Dog As My Copilot last week, we were really excited to send 11 animals on a plane at 4am. Totally worth it, I was exhausted, though. Not only did 11 of our animals go, but there were 50 other animals that got to go on the plane as well. The plane ride was originally 146% capacity, so we were able to downsize

quite a bit, where no animal was turned away, which is really exciting. We are planning to do another one in the beginning of May, as well as in August, so hopefully we can get even more animals out with that.

- Even though we got 11 animals out, we are still very much over-crowded. I feel like I say that all the time, broken record, so we are still continuing to reach out to other rescues to see about help. We have a few coming up at the end of this month where Socorro will be helping us do the transport, because that's a really long drive that we can't make. Thank goodness for them. We also have Best Friends that we're working with, Project Fetch, so we have a lot of rescue transports that we have coming up, and hoping to keep the numbers down a little bit, at least maybe for a day or two.
- The other big exciting thing is we're planning the expansion, obviously, which we can't wait for. As far as the planning process, what we're doing, all that sort of stuff we're looking at either this month or the beginning of next month to do that. As you know, our original plan was to do an expansion onto the current shelter. We have decided that prefab buildings are definitely a better option to go with; more kennels, better pricing, all that good stuff. So we're going to be doing a campus idea, which is really cool. So, we'll have one building for sick animals, one building for the adoptable animals, and they won't cross contaminate, which is the best part of it all. The cool thing is that in May, I'm going to the Best Friends Conference in Salt Lake City. On the way there, I plan on stopping in Kanab, Utah, which is the Best Friends Sanctuary, where I will see the campus setup in full force, and how they make it work. I will take lots of pictures and ideas, and bring it back, so that way our campus setup is even more functional. With that, I'll stand for any questions.

Commissioner Forrister: How many animals can be serviced through that grant?

Animal Shelter Supervisor Manning: Enough to make the money go away. So, it varies, the vet charges by weight on the animal. So, it really varies with that, the grant also allows us \$5,000 for equipment such as feral cat traps, which we have started getting right now, so that's a plus. It also allows us to get cat vaccines and parvo/distemper vaccines, which I plan on buying in the next month or two because we are running – not low low, but we are getting there with the amount of dogs that are coming in, so we plan on using that a little bit for the vaccines, and it's pretty much whenever the money runs out.

Mayor Hechler: Thank you Tara, you always come in bright and cheery, you brighten up our days, and you have good news for us, I really appreciate that.

Bo Easley, Electric Department Director, reported the following:

- I'm just going to go over a couple of projects going on:
 - The electric car charging station – Somos is finalizing the engineering drawings as we speak. It should start groundbreaking in two weeks. The charger should be here the first week of April, so we'll be able to start seeing some efforts going on there.

- The substation – Asplundh was here two weeks ago, they tested the North and South transformers. While they were here, they also replaced and updated the high-side relays, that went well.
- Loves Truck Stop – Three-phase line is completed, the conductor's replaced, the hose have been replaced, the transformer has been set, so we're just waiting on electricians right now to run their secondary to the transformer, and then we can make connections inside the transformer, and it will be ready to fire up Love's Truck Stop when they're ready. I'll stand for any questions.

Mayor Hechler: What was the total value of the charging stations? The grant that we got for that.

Electric Department Director Easley: I think it was just a little over \$500,000.

City Manager Whitehead: \$640,000 is the grant.

Mayor Hechler: I'm trying to figure out what the threshold is going to be for us when we start having announcements to the community, and we do groundbreaking ceremonies and things of that nature. I don't know if that rises quite to that level, but certainly when we get a \$20 million project for water or something like that, we should probably start doing some of those things.

City Manager Whitehead: You're right. The first water project, I think we missed an opportunity, it just started so fast. I think there are a lot of projects we need to make sure we are kicking them off properly.

Mayor Hechler: I agree.

City Manager Whitehead: And if you haven't had a chance to drive up by Denny's all the way to Love's to see the work that's been done on the electrical lines, it's nice, and to remind you, now that whole side of town is really ready for anything that potentially would happen, it's as up to date as it can possibly be on that side of town.

City Commission Reports.

Commissioner Hoepfner reported the following:

- I see a lot of projects starting, it is amazing to see that when you are always here requesting approval for grants, going to Santa Fe, and you get to finally see it come to fruition, how the taxpayers money is being used in a positive way to better the lives of everybody. We are getting new sidewalks, new roads, and our streets are more and more ADA accessible, and improved. It's nice to strive toward the goal of every citizen being able to get around in a safe way. I'm really excited to see the progress on all the projects, and I want to say thank you to every department head and every team from the city, thank you for ensuring that

everything goes smoothly. Working together is the key to success, and to be able to make things happen.

- Like always, I will mention that Art Hop is coming up, everyone is invited to come out, check us out and enjoy a nice evening out.

Commissioner Glines reported the following:

- I fielded multiple emails, as per my request at the last meeting for constituents to be heard by elected officials. Some emails to be heard were thoughts on the discussion with Mr. Pharris at the last Commission meeting regarding the Sierra Gateway Alliance. I feel that those are heard and understood by myself. We will be representing in the future accordingly, everything I've heard from everybody. I have not responded to emails that I felt did not require a response, because I heard a lot of comments and ideas. Some of them required action, I worked through, understood concerns, and recorded my thoughts from the public that reached out to me. Of those that I've spoken to in person, I feel that you've been heard by myself. When you email me, feel free to ask questions also and that will give me more directives to respond to what you need to know. I don't know what's already been said to the other seats among the Commission, but I urge you to reach out to them as you have myself. We have guidelines from specific laws, and communication restrictions through the Open Meetings Act, but there are not restrictions for you reaching out to Commissioners and us being able to hear the same thing five different times. I did have someone reach out with ADA compliance questions regarding the Police Department, and I will summarize the question, "Does the T or C Police Department have access to an ADA-compliant wheelchair transportation option?" there is some stuff that should probably be added as a public comment, and I would just suggest sending emails to the City Clerk to be addressed as public comment, as well as myself. As I sift through different things on my radar, I'd like to hear the words "demand" and "require" less, as the development and structure of complexities within government are significant. I would like to see suggested solutions to problem, alongside the presentation as I'm receiving them. Regardless, I'm still happy to hear about it deal with problems accordingly and hopefully looking for solutions together.
- To end my report on something personal, I'm beside myself to say that I watched my son hit his first T-ball yesterday afternoon. It was a flush, it was really awesome, it got picked up and thrown to first base quick because he's still 3 and he's playing the 6-year-olds. Thank you.

Mayor Pro-Tem Mitchell reported the following:

- I have just a couple things to report on. I was unable to attend the Sustainable T or C meeting last Thursday, but they are gearing up in conjunction with several entities to do an Earth Day event in April, including an educational component, a recycling component, litter clean up, and possibly an art show. That's happening with the Sustainable T or C.
- If you didn't get a chance to go out to the rock and gem show this weekend, it was super awesome, everyone had a great time. Our SCRAGS community, they cultivate some of the best shops around the state and in Arizona. They had lots

of great vendors. Myself and my students helped paint rocks, that was free for everybody, the kids loved it. They had little projects where the kids could break open rocks and find dinosaurs and stuff, and all the kids had a blast. It was a really great community event.

- Finally, they had a Fiesta meeting last night where they have solidified the theme of this year's Fiesta, it is red, white, and blue. Coordinator Allison Hayes is in charge of putting on the event this year, along with co-coordinators. There's lot of City involvement, MainStreet involvement, trying to make sure that we're all geared up for our 76th annual Fiesta. So far, the sponsor forms are out, vendor forms are out, parade entries are out, and we're hoping we can cross-promote the parade for Fiesta with the 4th of July parade that the City hopes to put on as well. Those are my updates.

Commissioner Forrister: And we are running Fiesta the first week?

Mayor Pro-Tem Mitchell: The 1st, 2nd, and 3rd. And then Miss Fiesta is going to be Friday, April 25th. The weekend before Fiesta, which it hasn't been in a long time. They are going to be putting out a call for ladies to sign up for that, so that should be coming out in the next week or two.

Commissioner Forrister reported the following:

- Talking about Earth Day on April 24th, but our Winston Legging s4-H group went out on Sunday and did a trash cleanup, so we will also try to incorporate that planning next time a little bit better and do it more in conjunction with Earth Day. But those kids went down and picked up lots of trash, we're really trying to get it out there more.
- The 4-H kids went to the animal shelter and had an absolute blast there. All think they thought if they got hit with a lot of eggs they wouldn't have to go back to school, which was totally wrong, I made them wash off and go back to school.
- I'm glad Foch Street being two-lane was brought up, I have been bombarded with calls, emails, texts, Facebook, on if Foch is going to be a two-lane, and people are still very much saying "I don't care what they say, when there's someone stopped on Foch, there's no way to turn onto there." So I'm glad we're talking about it, it's going to be what it's going to be, but yeah that's been all I've been hearing about is, "What are we going to do about Foch Street?"
- I didn't get to go to the rock and gem show, but I was right across the street at the fields on Sunday from 1pm-7pm, and it was packed over there, it was insane, and I'm really going to try to make it a point to get out there next time. Hopefully I don't have to be at the ball fields from 1pm-7pm. If you haven't seen T-ball, go watch it, it's the best thing ever. That's all I have today.

Mayor Hechler reported the following:

- I've had a busy couple of weeks. I'll give you the highlights. No rest for the weary, I've been selected for jury duty. I never get selected because once I open my mouth and tell them I have 40 years of law enforcement experience, they don't want us on the jury for some reason. But it's been interesting, and I think it's

everybody's civic duty to do their job with juries. I show up, like I said, I try to get selected, but I don't have any luck.

- On March 5th, after the alliance meeting that we had here, I met with my counterparts, Mayor Holcomb, Mayor Stubblefield, and Chairman Paxon. We had a discussion about how we can work together on things for the future, and we had a special guest, AJ Forte, who is the Executive Director of the New Mexico Municipal League. Mr. Forte gave us some insight into the availability of some funds between now and the end of the year. I think what's happening is that we know there's going to be a change in administrations between now and next year, and they're trying to clean up the books and spend their money. So, there's some money available for certain things. We have a follow-up meeting on Friday, where we will talk with AJ's assistant, and a person that specializes in water and wastewater issues, and we'll make a pitch for a significant amount of additional funding for the future. I was going to try to hold off on that a little bit because we have a lot of money to spend already, and it's going to be difficult to spend all that, but I don't know if we'll have a better opportunity than this year on going for additional funds, because we don't know what's going to happen next year if there is a change in administration. So, we know there's about \$650 million available, state-wide. We know we have significant needs on top of the money we've already acquired, we have \$120 million in preliminary engineering reports that we have ready to go, and I think that will work as a catalyst to help us try to get some additional funds, knowing that if we were successful, it'll be a couple years before we are able to put them into the ground, so maybe it'll work out for us just right. But it's going to keep us busy, so we will work on that and we will find out after Friday if we are going to be successful or not, or what the mechanism is to apply for the additional funds.
- I've worked with and assisted Earl Greer in reserving the Civic Center for March 18th, where we'll have a public meeting with the Office of the State Engineer. We'll talk about our water issues, the availability of water or how much water isn't available, and what the releases are going to be like, and things of that nature. That will be a public meeting at the Civic Center. I'm also assisting the Bureau of Land Management to ask Copper Flat Mines to have a public meeting sometime at the end of this month, or the beginning of April, at the Civic Center. It's a requirement. Copper Flats Mines will have two meetings: one in Truth or Consequences, and one in Kingston. We have yet to determine those dates, but we'll try to make the Civic Center available to them so that we can have those public meetings.
- The last thing is that I'm working with Fiesta again this year, and I get to work on sponsors. That's been a lot of fun, and we have a new group this year, a new team, they're doing a nice job. I expect Fiesta is going to be just as good as it always is, so I'm looking forward to that event in May. That concludes my report.

City Attorney Reports.

City Attorney Rubin reported the following:

- I don't have a report, I do have a very strong temptation to respond to Mr. Fenn's comments this morning. The reason why I have to be careful is because I was notified yesterday that there is a staff conference set before the judge later this month, so the case is still technically in pending litigation, so I can't really go into detail. There is something I can say, this is regarding the notice that I filed on behalf of the city in December, which was of course with the instruction and consent of the City Commission, and it was a notice of compliance with the court's order. What I said in the notice was that the city was prepared to sign the agreement with Mr. Fenn, and he was encouraged to contact the City Manager by March 15th. That was what the court order had said. So that was done in December, and as far as I know, I don't think we've heard Mr. Fenn until this morning, I don't now, if anybody else knows something I don't, but those are the facts of the matter.

Commissioner Forrister: So, he was just coming to talk and tell us that he's not going to comply with talking to the City Manager by March 15th, is basically what I heard.

City Attorney Rubin: I better not comment any further than what I said, because again, I'll be in front of a judge in a couple weeks, but I'm just letting you know that I *can* comment on something that I filed as public record, and that's what I'm bringing up here.

Mayor Hechler: And I had some comments too, but I'll reserve those. I will make one comment, and that is that when we made the decision regarding the Reed Rocket for Mr. Barbour, I look at it as a dying man's wish. He came to us twice before the Commission, one time with his oxygen pack and everything else, barely able to walk in, and he asked us not to go the route of giving the Reed Rockets to Mr. Fenn. He had a different view for it. Morally, we made the right decision. It may have been the wrong decision legally, I understand that, but if I had to make that decision again, I would make it again based upon that, and because of the dollar amount, it was really insignificant. So I think we did the right thing, and it's funny that nobody else wants to bring that up, but I think it was the right decision that we tried to make for those reasons, and I'll stand on that.

City Attorney Rubin: And I will say that when I was arguing the matter in court, I said basically what you just said, Mayor. That is part of the public record. Thank you.

F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, February 11, 2026**
- 2. City Commission Regular Minutes, February 25, 2026**
- 3. February 2026 Accounts Payable**
- 4. Take Home Vehicle Form: Parks & Recreation Department**

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

G. ORDINANCES/RESOLUTIONS/ZONING:

(G9) Discussion/Action: Publication of Ordinance No. 773 Authorizing the issuance of the City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A, in the Principal Amount of Two Million Six Hundred Seventy-Three Thousand Dollars (\$2,673,000) for the purpose of Construction Financing.

Chris Muirhead, Modrall, Sperling: What you have in front of you is the introduction, first reading, of an ordinance similar to what you've seen before in terms of debt. This one relates because you have several things moving around the city here, to the USDA WSPI-2 financing, which is a total of \$9,900,000 for water system improvements tied to a letter of conditions from USDA, which describes the project as 13,983 linear feet of existing water lines with new and larger diameter sized pipe, as well as installation of new meter cans and water service lines. Of that \$9,900,000, \$7,227,000 is between two grants. That leaves \$2,673,000 as a loan. So, USDA, as you know, now requires that the City go out and get interim financing to pay for the construction, and then once it's all done, issue the bonds with USDA. They will then fund and pay off that bond that you're looking at today. So, this is with Bank of the Southwest, who has done a couple, at least two, with the city on doing some interim financing. It's for a three-year term, a line of credit is to draw down, up to that \$2,673,000 at 5% interest, the interest accruing as you draw the money down. So, it's not at closing when the money's available, but as it's drawn down, it gets interest at that point, with the interest accrued and principal due at maturity. So, it would be one payment when the USDA bond closes. It is a pledge of that net system revenues from the water system, consistent with a couple other outstanding bonds, it's not the GO full faith and credit pledge, is the most recent one that you've done, this is instead a limited pledge to those water system revenues. Again, for the new Commission, the total gross receipts revenues come in, pay the operation and maintenance to make sure the system remains operational and functioning. What is left are called net revenues of the system, that is the only thing that the city is pledging for repayment. If there should be a shortfall, the lender – in this case, USDA or Bank of the Southwest – could not look to any other city funds, no other property tax revenues, gross receipts tax revenues, or the like. Though, they can require you to raise your rates, which you've already been doing. Again, this is just the

introduction, it would come back at your April Commission meeting for adoption and then close in early May. I'm happy to answer any questions about it.

Commissioner Forrister: Bank of the Southwest is going through a changeover. Are we prepared to move everything right that way?

Chris Muirhead, Modrall, Sperling: Yes. We have, I think in the most recent meeting talking to the lender, we're geared up for that. This will get assigned or done in the new bank name.

Mayor Hechler: I did talk with the bank president yesterday, and he indicated that Bank of the Southwest is ready proceed, everything is done on their end, so all we have to do is make contact and they're ready to go.

City Manager Whitehead: I would concur. This is done through the local bank, so we're not dealing with anybody outside. The new owners of the bank are already working inside the bank, so there will be no issues with that at all. Again, the process, so the Commission knows, is once the project starts, we would be required to draw these funds down first. As we do pay applications to build out the process, we will work it all the way up to 95% of these funds, and then we would apply for the USDA to pay that loan off, put it in order, and then we would begin to work with the grant funds. That's the process, and we're doing that again on WSPI-1 as well, a similar process. I would also just say that we're fortunate to have Chris and his team, Mark and his team work well to keep us, and we're required to have legal representation on these bond issues, so they do a good job taking care of us. They attend a lot of our meetings even though it's not necessary. They attend a lot of the water meetings so they're aware of the process and the progress, so I appreciate that.

Commissioner Forrister made a motion to approve Publication of Ordinance No. 773 Authorizing the issuance of the City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A, in the Principal Amount of Two Million Six Hundred Seventy-Three Thousand Dollars (\$2,673,000) for the purpose of Construction Financing. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G1) Discussion/Action: Resolution 42 25/26 Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement Between the City of Truth or Consequences and the New Mexico Finance Authority.

City Manager Whitehead: In your packet, you'll see all the documents prepared for us through the New Mexico Finance Authority. If you'll remember, in December, I requested permission to go out to the finance – it's called a PPRF fund – this is an equipment loan fund, made available through the New Mexico Finance Authority. The request was so that we could purchase a new street sweeper. The request is for \$200,000. We have some funds, we had prepared to lease a street sweeper this past

Summer, and we were unable to secure that. We were going to spend about \$30,000 so we have some funds. We would add cash to this. The street sweeper is going to be approximately \$250,000. We will be paying the \$50,000 from our Streets fund, and then we would carry this loan, this would be a five-year loan. We qualified for special funds, so the rate on this loan is going to be approximately .5%. The loan will settle once the loan has settled. Similar to Chris Muirhead being here, these were drafted by the New Mexico Finance Authority's legal team on behalf of us. We reviewed them, and they are standard documents. With that, if you approve the resolution today, then we would go to publication. The resolution, then, has to appear for up to 30 days, and the final loan closing would be April 24th, at which time we would begin working with the vendors. We would purchase off of a state-wide or CES contract for the item, and in this case, the Finance Authority helps us, so they would actually write the check of \$200,000 to the vendor, so we have some work to do to get that done.

Mayor Hechler: Would you explain the intercept agreement to us real quick?

City Manager Whitehead: The intercept agreement is that the New Mexico Finance Authority will take their payment from the state, so once gross receipts taxes are in – they're using gross receipts tax, that's the funding source, the pledge source on this – the New Mexico Finance Authority will take their payment before the State Tax and Revenue Department then sends us the total distribution for the balance that's remaining.

Mayor Hechler: This comes off the .25% that we normally get?

City Manager Whitehead: That's correct.

Mayor Hechler: And it's not a new tax, it's just of the existing tax?

City Manager Whitehead: It's not a new tax. We use and divide our gross receipts tax, we move a portion of our gross receipts tax to our Streets funds, so we already used the GRT to fund the Streets side. It's not a new tax, we're just pledging our revenues that we have in the Streets Department for this particular project. Hopefully, if everything goes well with the PNC building, and the bid is right, we will do the same loan application to try to buy four police cars in the next fiscal year, because we're entitled to \$150,000 in deferred loan payment so we can get the \$150,000 at 0%. But you're only entitled to that one time per fiscal year, so we'd do the same process for police cars.

City Attorney: So, by approving the resolution, you would be also approving the loan agreement and the intercept agreement, that's implied. As Gary pointed out, these are basically standard New Mexico agreements, so I don't see any issues with them.

**Commissioner Forrister made a motion to approve Resolution 42 25/26
Authorizing the Execution and Delivery of a Loan Agreement and Intercept
Agreement Between the City of Truth or Consequences and the New Mexico**

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

G2) Discussion/Action: Resolution No. 43 25/26 Budget Adjustment Request.

Jocelyn Holguin, Chief Financial Officer: There are a lot of them, would you like me to go one-by-one or read them all off and pause for discussion?

Mayor Hechler: Well I've been through it pretty physically, does anybody have any questions regarding the BAR?

Commissioner Forrister: No.

Commissioner Glines: No.

City Manager Whitehead: I would, because it's the transfer of admin fees, I do want to make sure everyone's aware. We discussed this multiple times. As we've pointed out, the City takes care of the enterprise funds, and the only transfer that comes to the general fund is to fund the Utility Office. Each of the enterprise funds pays so that they can collect their bills. The manager's services, the Finance Director, the Procurement Officer, Accounts Payable, Payroll, HR, none of those items are covered. So this is effectively a 1% fee based on revenue that repays the general fund to compensate the general fund for the services those six departments – actually the Clerk could even be included in that as well, notices, all those items – so it is an eligible expense, it's proper under code, it's proper under law, so this would be a 1% based off of last year's revenues, to then compensate us for those portions.

Commissioner Forrister: And I see we have an increase to cover the lobbyist contract?

City Manager Whitehead: That's correct, our lobbyist was \$18,000 and in the budget, we only budgeted \$15,000 for that expense, so with GRT we're covering that, and then the other increase is because I didn't expect the cost on copiers, so everyone's getting a newsletter in their bills, and those color copies cost. We're paying for those in-house. So again, we're using some of the revenue from that transfer to then offset and cover those two costs where we were technically short in budgeting revenues. Other than that, it's a good resolution, it's in order, and we recommend approval.

Mayor Hechler: When does that lobbyist contract expire?

City Manager Whitehead: In July, it's a fiscal year contract.

Mayor Hechler: We'll have a discussion in July whether we want to renew it or not.

City Manager Whitehead: Correct.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 43 25/26 Budget Adjustment Request. Commissioner Glines and Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G3) Discussion/Action: Resolution No. 44 25/26 Approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments.

Assistant City Manager Alvarez: This is a required annual resolution that we have to do in order to keep us in compliance with CDBG. We have current CDBG funding for our water meter replacement project and then making us eligible to apply for future CDBG funding resources, they do require that you guys review the annual certifications. This is for citizen participation; fair housing, residential, anti-displacement, relocation assistance, section 3, and procurement. With that, I'll stand for any questions, if anybody has any questions regarding those certifications.

Mayor Hechler: This is kind of a housekeeping situation that we have to go through all the time?

Assistant City Manager Alvarez: Yes, this is required and we have to submit it annually to CDBG.

City Attorney Rubin: Basically, the same form we've been using.

Commissioner Forrister made a motion to approve Resolution No. 44 25/26 Approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G4) Discussion/Action: Resolution 45 25/26 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority Local Solar Access Fund.

Assistant City Manager Alvarez: The City Manager mentioned we found a funding source through NMFA for solar funding. They were soliciting for applications, I did locate the information a little late, applications were due March 6th, so we did submit an application. Part of the application process is that they require a resolution of support from the City Commission. We've applied for \$1 million. In your packet, you'll see a site plan of where we're planning on putting those canopies and covering them with solar. We're requesting for the Commission to support the application, and once we receive the funding, it will come back to the Commission.

Commissioner Forrister: So, it'll be Police Station parking, and then over here on McAdoo also, correct?

Assistant City Manager Alvarez: Yes, that will be adjacent to where we're putting the electrical vehicle charging station. Right along that area, and then at the PD it'll be over the gated area that the Police Department holds their vehicles in, and then the area that will be for customer and regular employee parking as well. It will offset some of the costs.

Mayor Hechler: If we get awarded, then I imagine we'd have to go through some type of engineering? Is that correct?

Assistant City Manager Alvarez: Part of the application process was that we had to submit a lot of information and documentation that I had no knowledge of when it comes to solar. So, I worked really closely with Steve House, he's kind of a solar guru, he's helping us with the electrical vehicle charging stations as well, so he jumped right on board with me and got me all of the required information. I think we submitted a really good application, which seems to be a new fund, so we have both the planning grant one, as well as the actual project fund. But because we had the support of Steve House, we were able to just reach straight out for the project funds instead of planning.

Mayor Hechler: I notice there's about 14,000 square feet here, do you think that's going to generate what we use, or will there be any excess? I'm just trying to figure out how much this is going to help us.

Assistant City Manager Alvarez: He did the calculations on all of that for the submission, and I really couldn't answer those questions, but I would be happy to provide the Commission with a copy of the application packet that we submitted with all of those. It was a very rushed project application.

Mayor Hechler: I understand that, and I was just kind of shooting in the dark here a little bit, it would be kind of interesting to know at some point. I'm sure we'll have another presentation down the road, especially when we get it engineered.

Assistant City Manager Alvarez: You bet. I'll provide everybody with the application packet via email.

Mayor Hechler: Thank you.

Mayor Pro-Tem Mitchell made a motion to approve Resolution 45 25/26 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority Local Solar Access Fund. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G5) Discussion/Action: Resolution No. 46 25/26 T or C Municipal Golf Course Fees.

OJ Hechler, Community Services Director: I'd like to start off by saying we've changed the structure a little bit, and then we've added some additional membership fees to the structure. The cost, everything remains pretty close to the same on the fees that we have currently. We had a pretty healthy discussion with our recreation board, not this Monday but the Monday prior. What you'll see here is our proposed green fees:

- Monday-Friday:
 - 9 Holes - \$14
 - 18 Holes - \$20
 - Twilight* - \$10
 - All Day - \$25
- Weekends & Holidays goes up \$2:
 - 9 Holes - \$16
 - 18 Holes - \$22
 - Twilight* - \$12
 - All Day - \$30
- Junior Golfers:
 - All Day (Ages 13 and under) we're not going to charge. We want or junior golfers out there golfing as much as possible.
 - All Day (Ages 14-17) - \$5
 - High School Golf Team – we are going to have an agreement with the high school so that they can golf for free.
- Cart prices are as follows, to be paid in addition to the green fee per amount of holes. So for example, if you want to play 9 holes with a cart, you'd pay the green fee of \$14, then you'd pay \$8 for the cart, so you'd pay a total of \$22. For another example, you'd pay \$35 for 18 holes with a cart:
 - Golf or Disc Golf – 9 Holes (Per Cart) - \$8
 - Golf or Disc Golf – 18 Holes – 27 Holes (Per Cart) - \$15
 - Golf or Disc Golf – All Day (Per Cart) - \$20

Commissioner Forrister: Why does it say 27 holes? Is that disc golf 27 holes?

OJ Hechler, Community Services Director: That's golf, or disc golf. Pretty ambitious if you want to go around 3 times at the golf course.

City Manager Whitehead: Currently there are 36 baskets at the golf course, and I've worked with them. They've finished their tournament, had a good tournament last week, but we're doing a redesign where it's going to be up to 27 holes, we're going to change the way it flows, so that's the concept here, is to support that change that we're going to do with the disc golf baskets.

Commissioner Forrister: So that's what I was asking, that 18 holes is for golf, and the 27 holes is like your disc golf, right?

City Manager Whitehead: It's either. We're trying to get the layout to follow the cart path, so if there's somebody who wants to disc golf and also wants to rent a cart, they could rent a cart from us as well. Revenue generations.

OJ Hechler, Community Services Director: Golf Cart Trail Fees – so if I own a golf cart, and I want to take it up to the golf course, we're still going to charge a fee.

- Golf Cart Trail Fees:
 - We'd like to add a daily fee of \$5
 - 1 month - \$30
 - 3 Months - \$80
 - 6 Months - \$150
 - Annual - \$290
- Tournament Fees:
 - Golf Tournament (Per Day, With Cart) - \$15
 - Disc Golf Tournament (Per Day, Per Participant) - \$2
- Disc Golf Rates:
 - 9 Holes - \$2
 - 18 Holes - \$4
 - 27 Holes – All Day - \$5

OJ Hechler, Community Services Director: Our previous fee structure only had semi-annual and annual. We received some public comments where they wanted to see some additional membership passes on here. This is what we have:

- Single One Month - \$120
- Single With Cart - \$155

OJ Hechler, Community Services Director: So, I would say that for a single, one month, if you're going to golf more than 8 times, you should probably buy a membership. These stay pretty consistent on or around that number. Then you'll see your 1-month passes, your 3-month we added in there, your 6-month, and then your 12-month. Are there any questions on those passes?

Mayor Hechler: For tournament fees, is that in conjunction with the regular fees? Or how does that work?

OJ Hechler, Community Services Director: So, you're going to pay \$25 per day, then you're going to get a cart, plus you're going to pay your green fee.

City Manager Whitehead: That's not correct. When you host an event at the golf course, you would have 40 or 50 people, they would come in and say, "Give us a discounted rate to play." And so that discounted rate is \$15 per player, which includes a cart per day. So if I wanted to host a tournament for 2 days, it would cost me \$30, I have to pay the golf course for the facility.

Commissioner Forrister: Per person.

OJ Hechler, Community Services Director: On the last page, you've got your annual memberships, a family; a family will consist of 2 people from the same household and

all children are under the age of 17. You've got 1-month here, 3-months, 6-months, and 12-months. It really just gives an opportunity for community members to have more options as far as the membership passes go.

Mayor Hechler: Things have sure changed. I remember getting a membership at the golf course when I first moved here for \$600 a year. I guess I'm telling you how old I am.

Commissioner Forrister: So with the single, they're really benefitting if they buy the annual, because that's like less than 4?

City Manager Whitehead: We did the calculations on 5 rounds. If you were going to play once a week, you would break even with the memberships. If you felt like you were going to play two times a week, a membership would be – and I tried to look at it from keeping it kind of the same kind of rate that we had from the top, and then working it backwards.

Commissioner Forrister: I'm glad you guys did that, thank you.

OJ Hechler, Community Services Director: So I'll move onto the regulations and addendums:

- Governing Bodies and Compliance
 - All golf and disc golf participants must comply with the applicable governing rules for play and conduct. Generally, the United States Golf Association (USGA) governs golf rules for outings and events.
- City and Course Authority
 - Golf course management, in coordination with City management, reserves the right to modify or update these rules as needed and to refuse service or remove participants who do not accept or comply with City rules and regulations.
- Registration and Payment
 - All golf course participants must register in the Pro Shop and pay their fees in advance of play.
- Special Events and Tournaments
 - The golf course welcomes special events, including golf tournaments, benefits, and fundraisers.
 - All special events must be approved in advance by the Golf Course Manager and/or the City Manager.
 - Events must be scheduled and documented in a written agreement between the golf course and the organizing party(ies).
 - All fees and event-related costs are the responsibility of the organizing party(ies).
 - Organizers should plan and submit requests at least 30 days in advance of the event date.
- Retail Sales, Cash Handling, and Inventory Control
 - The City Manager shall develop and implement written policies and procedures to guide retail sales at the golf course, including cash handling, credit card processing, inventory control, and related internal controls.

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- Credit Card Processing Fee - \$2 is our standard rate
 - The City will charge a credit card processing fee on all transactions paid by credit card.
- Weekends and Holidays*
 - Weekends apply to Saturday and Sunday.
 - Holidays are posted City-recognized dates per City resolution approved by the Commission.
- High School Golf Team
 - A Memorandum of Understanding (MOU) between the City of Truth or Consequences and the Truth or Consequences School District will allow school participation at the golf course during the season.
 - Participation requires a written request from the coach and/or the principal.
 - Each coach will be allowed one golf cart during the season while performing coaching duties.
- Twilight*
 - Twilight begins at 2:00 p.m. during non-daylight savings time and 4:00 p.m. during daylight savings time.
 - Twilight ends one hour before sundown, or if no golfers are present, the course may close.
- Golf Cart Use Rules
 - 1 player: may take 1 cart.
 - 2 players: must use 1 cart.
 - 3 players: may take 2 carts.
 - 4 players: must use 2 carts.
- Group Size
 - The golf course will allow fivesomes.
 - Sixsomes are not recommended but may be approved by management.
- Junior Golfers*
 - Juniors (13 and under): play free all day.
 - Juniors (14-17): \$5 all day.
- Adult Definition
 - An adult is 18 years and up.
- Senior Discount
 - Seniors (60 and older) receive a 10% discount on all fees shown on this chart.
- City Employee Discount
 - Active City of Truth or Consequences employees are eligible for twilight rates for all-day golf.
- Family Membership Definition
 - A family membership includes two family members living in the same household and all children under the age of 17.
- Family Membership With Cart
 - The family membership with cart includes one golf cart only.
- Golf Cart Driver Requirements
 - A valid driver's license is required to drive a golf cart at the T or C golf course.

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- Juniors with a learner's permit may operate the cart only when a licensed driver is present.

Commissioner Glines: Do we still have a free play day on Monday? I misunderstood that. Is golf free, or disc golf free on Mondays?

City Manager Whitehead: The golf course is closed on Mondays.

Commissioner Glines: So, do we have a free day at all?

City Manager Whitehead: The golf course is closed on Mondays.

City Clerk Torres: If you're talking about when they came and did the report they said you guys could go and play, I think that's where that's coming from?

City Manager Whitehead: Initially, we were operating the golf course 7 days a week, and when we took it over and as I've been trying to work through this plan, one of the ways to spread our labor out was to say, let's close on Mondays, cut back on some labor force, and keep it going. We weren't busy at all. Since then, I think I indicated at that meeting that if somebody went up there and walked and played 9 holes, or somebody played disc golf, we're not going to go make a big deal, it doesn't matter. So there is no posted "free day" to play, but it does seem that people go up there and play

Commissioner Forrister: The golf course is closed on Mondays.

City Manager Whitehead: That's the best I can answer that. We don't want to make a big deal out of it, again, we do seem to get a lot of disc golf on Monday. We don't seem to get a lot of disc golf the rest of the week. Hopefully that will improve as we improve the facility. But certainly, we don't have the ability, and I'm not going to advocate that we enforce something. You know, it's a park, it's a city place. We want it to be inviting, so it's no big deal, but I would say again, the course is closed on Mondays.

Mayor Pro-Tem Forrister: But just so you know, if the pool is closed on Mondays –

Commissioner Forrister: There is no swimming if the pool is closed.

Mayor Hechler: So, I have a question. Let's say I'm in the Lions Club and I want to host a tournament for scholarships. Do I get a break?

City Manager Whitehead: No, you pay \$15. You're getting a break from the regular posted fees of \$14 – it will cost you \$35 per person to play if you pay the \$18 for the cart.

Commissioner Forrister: You're getting the tournament fees.

Mayor Hechler: Okay, because it's going to come up.

City Manager Whitehead: Yeah, we're trying to find those spots. You're absolutely right, that's exactly what the tournament fee is designed for, to say, "You know, we have to have staff there, we have to clean up the trash, we have to deal with stuff, the carts get used, and we're paying for all of those things." So that's a way for us to say, "Well if you \$75 per player, you're going to pay us \$15, and the balance is your benefit, for your fundraiser." And that's really standard across the board. A lot of golf courses don't even offer a discount, you're going to pay full rates.

Commissioner Forrister: Now, on Monday...

Commissioner Forrister made a motion to approve Resolution No. 46 25/26 T or C Municipal Golf Course Fees with the addition of adding daily golf cart fees to the Resolution. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin: I have one question, by approving the golf course fees, does that include that we are approving the regulations addendums also?

City Clerk Torres: Yes, because it's part of the resolution.

G6) Discussion/Action: Resolution No. 47 25/26 Amending Park Fee Resolution to include the Louis Armijo Sports Complex User Fees.

OJ Hechler, Community Services Director: So the golf course was the easy one. I'd like to kind of skip to page 2, section 2. I think I need to make this very clear for the public: "Nothing in this resolution shall prohibit or restrict the public's general access and use of city parks." Okay, first-come, first-serve basis. The city parks are free to go use. If you want to *reserve* something, and ensure that it will be there for your availability, then you have to pay a fee. I just want to be clear on that, make sure everybody knows that they are public parks and they are free to use, so you can go use them. Now we get hit a lot with public benefits, "Can you waive the fees?", and you know, it's not fair to go into the Clerks office, the Clerks office comes to me, then I'm talking to the City Manager, we're seeing if we can get these fees waived, so we need something structured here, to just figure out what that looks like. I'll draw your attention to Section 3, page 2 of this resolution:

- Section 3: Authority to Waive Certain Reservation and Rental Fees for Community Benefit Uses:
 - A. Limited Manager Waiver Authority. The City Manager (or designee) may waive reservation and rental fees for the following items only when the eligibility criteria in Section 3(B) are met:
 - Park shelters
 - Gazebos/pergolas
 - Bleachers
 - Folding chairs
 - Tables
 - Healing Waters Plaza

- B. Eligibility Criteria (All Must Apply). A waiver may be granted only when the City Manager determines, in writing, that the activity:
 - Is a community-wide benefit event or program that is open to the general public (or broadly accessible to the community); and
 - Is not generating revenue for the organizer(s), including no admission charge and no sales activity intended to produce profit for the organizer(s) (fundraising may be considered only if it is incidental and clearly for a public purpose as determined by the City Manager); and
 - Is non-political and non-religious in purpose and content; and
 - Does not require extraordinary City staffing beyond normal operations (unless separately approved with cost recovery); and
 - Does not materially displace previously scheduled reservations.
- C. Non-Waivable Costs. A waiver under this Section shall not waive:
 - Any required refundable deposit (cleaning/damage or equipment deposit);
 - Charges for damage, excessive clean-up, or restoration;
 - Required insurance or hold harmless requirements;
 - Utility charges, solid waste service, or other pass-through costs unless specifically approved in writing by the City Manager as necessary to accomplish the community benefit purpose.
- Section 4: Explicit Exclusions
 - A. No Waiver for Special Events. Fees tied to any Special Event Application or equivalent special event reservation category shall not be waived.
 - B. No Waiver for Sports Uses. Fees related to sports leagues, sports tournaments, athletic field use, sports complex facilities, or similar sports activities shall not be waived, including any conference room, concession stand, tournament, or field/light fees associated with sports programming.

OJ Hechler, Community Services Director: Now the rest of this is mostly legality, so if we can move to the next page now, you will see on the top third of the page, that's not supposed to be there, so "the satisfaction of city" and "return of deposit" I ask that we take that off if that makes sense.

Mayor Pro-Tem Mitchell: Get rid of the deposits altogether?

OJ Hechler, Community Services Director: No, it comes back later on in the resolution. Somehow that jumped on the page, I'm not sure. Then if we can skip to exhibit A. A lot of these are consistent with what we had in our previous resolution. This is what we have now:

- Small Shelter:
 - Up to 2 hours - \$20
 - 2-4 hours - \$30
 - All Day until sunset - \$40
 - Refundable Deposit (per rental) - \$25

- Large Shelter:
 - Up to 2 hours - \$25
 - 2-4 hours - \$35
 - All Day until sunset - \$45
 - Refundable Deposit (per rental) - \$25
- Gazebo (Utilities not included):
 - Up to 4 hours - \$30
 - All Day until sunset - \$50
 - Refundable Deposit (per rental) - \$25
- Use of Utilities:
 - Electric (per outlet, until sundown) - \$10
 - South pedestals (all day until sundown) - \$50 (There are about 25 plugins over there)
 - Water Fees (single hose bib per day) - \$10
 - Multiple hose bibs (until sundown) - \$25

OJ Hechler, Community Services Director: For jumping balloons in designated areas – When we first renovated Ralph Edwards Park, we weren't going to allow jumping balloons over there at all, it sets a bad precedence to have jumping balloons all over our grass over there. After a couple of years, we found that we can allow them in the volleyball area, and then I think somebody even set up by the skatepark in the parking lot one time. So we'll designate those areas, it will be \$25, and that will require city approval, liability insurance, and a deposit of \$100. For inflatable water slides – this is another amendment that shouldn't be on there. We do *not* want to allow inflatable water slides. They are not allowed. Water toys, etc. we will allow. If somebody wants to rent the hose bib next to the large shelter, and wants to put a water slide there, we're okay with that. As long as it's within reason. These inflatable water slides gush water everywhere, it gets muddy, and it'll tear up the grass out there. That is one item that needs to just be edited right there. So here are our significant changes:

- Special Event Application (Full access to all park features per day):
 - Event Reservation - \$50
 - Gazebo Reservation - \$100
 - Electricity (per event) - \$50
 - Water Fees (Per hose bib, per day) - \$25
 - Solid Waste Service - \$25
 - Refundable Deposit - \$250

OJ Hechler, Community Services Director: In other words, I can have all-day access to the park for \$250, plus a \$250 deposit, and I'll have it all day. Setup and teardown will be the responsibility of the renter, and this is where we get into some of our changes. We're not going to waive fees anymore for a special event application. We're going to ask that the organizers reach out, and see if the event may qualify for Lodgers Tax. They must apply in advance, so if you want to host an event, you have to get ahead of the game, because I think Lodgers Tax only meets quarterly. These events may not have the fees waived. City Manager (or designee) may negotiate long-term agreements for extended use of the park for special events. Agreements shall not exceed 12 months. These events require city staff for support.

City Manager Whitehead: Just a couple of points; the \$50 event reservation fee got transposed in this presentation, so as we consider this we would want to add that as an amendment to the proposal. It's not there. Sorry about that, we went through many iterations of this, so I apologize for that. Back to the water events, so the water slides are the only thing that are not allowed. Effectively, our conversation was that if somebody is having a birthday party and they had water guns, we didn't want to exclude that, we just don't want people setting up a long water slide and having that be A) a danger, and B) damaging to Ralph Edwards park itself, and we have another accommodation for that. Again, as it relates to funding, Lodgers Tax is an eligible expense for facilities for us, so us being compensated for the park is an eligible expense. So our concept here, and again I haven't put this in writing for the Lodgers Tax board, but the concept would be that if Fiesta's going to be there, or if somebody wants to use the park for an event, do it properly, get in front of it, go make an application, get funding, and then pay the fees for the park, because we're taking it out of circulation for the whole day for the community, if you will. As opposed to us saying, "Yeah it sounds like this is a good community event." And we would expect those events would have vendors, they would be selling things, they would be doing things that are bigger than that particular issue.

OJ Hechler, Community Services Director: For Family Park, the small shelters and large shelters remain consistent. Use of utilities is \$10 per outlet. For jumping balloons and water sports, if you want to have your jumping balloon and you want to do your dunk tank, or anything of that nature, Family Park is your place to do it. The City needs to be made aware of it, we will designate a spot for you, it's probably going to be between the large shelter and the bathrooms on the South side of the park, it'll be away from the playground that way, so you can have your own event and you'll be over on your own over there. No special event is allowed at Family Park, in other words, if I want to go use a park somewhere in T or C and there's this big special event going on at Ralph Edwards Park, but I don't want to be around a bunch of people, I can go to Family Park. We are not going to allow special events at Family Park. Prices for the Healing Waters Plaza:

- Reserving the Pergola:
 - Up to 2 hours - \$25
 - 2-4 hours - \$35
 - All day until sundown - \$45
 - Refundable Deposit fee (per rental) - \$25
- Use of Utilities:
 - Electricity - \$10 (per outlet, per day)
- Full Plaza Event Application:
 - Up to 2 hours - \$50
 - 2-4 hours - \$75
 - All day until sundown - \$100
 - Electricity (per event) - \$50
 - Refundable Deposit (per reservation) - \$100

OJ Hechler, Community Services Director: What we would also like to do is, say there's a group that wants to have an event, we will offer them the plaza first and foremost. We will get into that a little bit later on in these fees. Evelyn Renfro Park Fees:

- Use of Utilities:
 - Electricity (per outlet, per day) - \$10
 - Water Fees (single hose bib, per day) - \$10

OJ Hechler, Community Services Director: For Louis Armijo Sports Complex – A you guys know, on our last resolution where we first changed the fees, we received a little bit of flack from the leagues, particularly soccer. So we took that into consideration here, and we changed up the fee structure a little bit:

- Use of Field Lights:
 - Per day (up to 4 hours) - \$10 (on our old resolution this was \$25)
 - 1 calendar month (30 days) - \$50

OJ Hechler, Community Services Director: So if I want to throw the ball with my kids at the park, but I want the lights on, it's going to cost me \$10. For 1 calendar month, it's \$50. So if I'm having a league, and I know my league will last 3 months, it's probably going to benefit me to pay the \$50 for the whole month. What we've done here is, you know the men's and women's sports league, the softball league was \$150 per team. It's now going to be \$5 per player. For league teams, it will also be \$5 per player. That will include, like for little league and soccer, and also the softball, that gives you use of the concession stand and all the field amenities; the conference room, etc. You've got to have the registration, you've got to be able to do things of that nature. Then, if you're not part of the league, and you do want to rent the conference room, we broke down the numbers here for you:

- Per hour (up to 4 hours) - \$25
- 4-8 hours - \$50
- Tournaments (all day) - \$100
- Refundable deposit (per rental) - \$25

OJ Hechler, Community Services Director: For the use of the concession stand, the numbers are broken down here:

- Per hour (up to 4 hours) - \$25
- 4-8 hours - \$50
- Tournaments (all day) - \$100
- Refundable Deposit (per rental) - \$100

OJ Hechler, Community Services Director: We tried to be as fair, and also make it as simple, as possible for everybody. It's \$5 to go, and you can join your league. I will skip down to some of the rules, so special events may qualify for Lodgers Tax, organizers must apply in advance. So if you want to have a special event at the ball fields, you may qualify for Lodgers Tax. Rotary Park's shelter fees are pretty consistent with the other parks:

- Reserving a park shelter:
 - Small Shelter (up to 2 hours) - \$20

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- 2-4 hours - \$30
 - All day until sundown - \$40
 - Refundable Deposit (per rental) - \$25
- Use of Utilities:
 - Electricity (per outlet, per day) - \$10
- Special Event Application:
 - Event reservation (park only) - \$50
 - All park facilities (per day) - \$100
 - Electricity (per event) - \$50
 - Refundable Deposit (per reservation) - \$100

OJ Hechler, Community Services Director: Tennis Courts stay the same as the last resolution, for the Rodeo Arena, a lot of it is the same as the last resolution as well. I would like to add here, that the RV sites, if you'll see the second bullet point under RV Hookup, the City Manager is going to write a policy for the RV sites over there. Previously, it was \$20 if they want to use it. It seems like it works pretty well, it does get used. We get people that are travelling through, they have a couple horses they want to let run around, and they're welcome to do that. The last change on this, if you see where it says "commercial event application" on the bottom of the page, that should be "special event application".

Commissioner Forrister: So nothing's going on with the RV hookups yet, or we are changing them? Or is it staying \$20 for right now?

OJ Hechler, Community Services Director: It's staying \$20.

City Manager Whitehead: The fees would stay the same, we just didn't have a policy and I haven't yet gotten that developed. Just like the retail policy, I will develop, what the rules are for staying there, what you have to do, when you have to come in, etc. just the policies to administer them, but fees would be the same.

Mayor Hechler: How many sites do we have, do you know?

OJ Hechler, Community Services Director: 10.

Commissioner Forrister: We use them a lot during fair, that's why I was asking.

OJ Hechler, Community Services Director: And I'll add one more thing, that reminds me. When you want to rent the arena, and it's on a weekend or you want additional tractor work, something of that nature, we are not going to offer that. Whomever is using it, whatever organization will be using it, will be responsible for that. Now if it's the Sierra County Fair, or something of that nature, and it's during our normal operating hours, obviously we're going to work the ground for them, the arena. Just to add that in there. Additional City services available:

- Bleachers (per set, includes delivery) - \$50
- Folding Chairs (per chair, no delivery) - \$1

- Tables (per table, no delivery) - \$5
- Refundable Deposit (per rental) - \$50

OJ Hechler, Community Services Director: Rentals are not to exceed 4 days. And under that is where I mentioned it says, "A commercial event application" and it should say "Special Event Application". One of the other changes we've made here is your return deposit format:

- Anything damaged or broken property – full deposit retained
- Clean up time up to 1 hour – 50% deposit retained
- Clean up time 1-2 hours – 75% deposit retained
- Clean up time 2+ hours – full deposit retained

OJ Hechler, Community Services Director: I would like to change one thing on this, I don't know if it makes total sense to break that down on a \$25 deposit. So anything *more* than a \$25 deposit, we can use this criteria, but if it's a \$25 deposit, then we will just keep the whole deposit.

Mayor Hechler: Ms. Torres, how do you like it? You're the one that has to administer this.

City Clerk Torres: I like it. I like that it breaks everything down, that will make it easier for us. Especially the deposit thing, we've had an issue where they're like, "You're going to keep that whole deposit? It took you that long?" so I like that it states exactly what we're going to do. I'm happy with everything.

Commissioner Hoepfner: I just have one question. For Rotary Park, there's water *and* electricity? Or just electricity?

OJ Hechler, Community Services Director: Just electricity.

Commissioner Hoepfner: Okay, thank you.

Commissioner Forrister stepped out momentarily.

OJ Hechler, Community Services Director: We have the frost-free water hose bibs out there, and there's no infrastructure to them. I've been told that there *may* be, but if there's a valve to those, I'd like to know where they're at. I haven't been able to figure it out in 9 years.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 47 25/26 Amending Park Fee Resolution to include the Louis Armijo Sports Complex User Fees with the changes noted by Community Services Director Hechler and City Manager Whitehead. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried with a 4-0 vote.

G7) Discussion/Action: Resolution No. 48 25/26 J.A. Hodges Municipal Swimming Pool Fee Structure.

OJ Hechler, Community Services Director: You'll see here, we're going to shoot for a soft opening, then we will hit our busy season in June and July, and then we're going to kind of go back to our soft opening rules, where we're going to be back to three days a week. The only ways that this flows is if I touch every line, so I apologize for that, but that's kind of the only way to explain this:

- Pool Season Proposed Schedule:
 - April 15th, 2026, soft opening with a limited 3 days per week schedule.
 - May 25th, Memorial Day Summer opening
 - June 1st- Official Summer Schedule begins 7 days per week.
 - July 28th- Aug/Sept schedule limited 3 days per week schedule.
 - October 4th- Official Close Date
- Pool Hours of Operation:
 - OFF SEASON: April/May/Aug/Sept 3 days a week
 - Friday/Saturday/Sunday only 8am-8pm.
 - MAIN SEASON: June/July 7 days a week
 - M-F 7am-8pm
 - S-S 8am-8pm

Mayor Hechler: So what happens between May 25th and June 1st? There's a week there, are we open after Memorial Day during that week or not?

Mayor Pro-Tem Mitchell: It's going to depend on the lifeguard staff, as graduation, I think is that Friday night. It's really just going to depend on staff.

OJ Hechler, Community Services Director: And we'll talk about staff when we get to the end of this, how we are going to do that. The next section:

- Session Breakdowns:
 - Pool hours are broken down into 2 hour sessions beginning at 8am or 10am and closing 1 hour and 50 minutes later.
 - All patrons will be asked to exit the pool before the next session.
 - Patrons must pay another session fee if they would like to stay for multiple sessions.
 - Sessions will be open to anyone, but lanes may be limited during lap swim.
 - There will be no "free swim/children" allowed during lap swim or water aerobics.
- Pool Fees: Entrance Fees
 - Any patron entering the facility will be charged a \$1.00 entrance fee per session whether or not they are swimming or spectating, and regardless of age or ability.
 - Day passes are available for \$5.00 per day and are good for all sessions that are open to the public, excluding swim team practices, pool party reservations, or private programming as designated by the schedule.

- Pool Fees: Seasonal Passes- April 15th-October 4th
 - Single Session per Day
 - Adult \$150.00
 - Youth/SR \$125.00
 - Monthly \$15 (off season) \$30 (main season)
 - Multiple Sessions per Day
 - Adult \$300.00
 - Youth/SR \$250.00
 - Monthly \$30 (off season) \$60 (main season)
- Seasonal Pass Rules and Guidelines:
 - Seasonal passes are good for the entire 2026 season regardless of opening or close date.
 - Seasonal passes are non-refundable due to lack of patron usage and are not valid for any future swim seasons.
 - Credits or reimbursements will not be given to season pass holders if the facility has to close unexpectedly due to weather, emergencies, or staff shortages.
 - No, you may not use your pass to allow a friend to come swimming with you.
- Monthly Pass Rules and Guidelines
 - Monthly passes are good only for the month in which they were purchased and must be specified for each April, May, June, July, August, or September.
 - Off-Season Monthly passes purchased for April, May, August, and September are \$15.00 for the entire month regardless of how many available swimming days are in each month. The \$15 off-season pass is only good for ONE session per day. If you would like to attend more than one session in a day, you will need to purchase the \$30 multiple session per day pass. Please limit your multiple usage passes to less than 2 sessions per day.
 - Main-Season Monthly passes purchased for June and July are \$30.00 for the entire month regardless of how many available swimming days are in each month. The \$30 main-season pass is only good for ONE session per day. If you would like to attend more than one session in a day, you will need to purchase the \$60 multiple session per day pass. Please limit your multiple usage passes to 2 sessions per day.
- Pool Party Private Rentals
 - The Pool is available to rent for private parties just as other City facilities.
 - Pool Rental Times:
 - The available times that the pool can be rented out in the off-season (April, May, August, & September) is as follows:
 - Monday-Thursday 10am-10pm
 - The available times that the pool can be rented out in the main-season (June & July) are as follows:
 - Every day from 2pm-10pm.
 - Pool Rental Prices:

- 2 hour minimum block for \$100.00
 - Refundable deposit fee for \$50.00
- Pool Rental Booking:
 - All parties must be scheduled and paid for at least 1 week in advance.
 - A \$50 refundable deposit will be returned to the renters once staff have confirmed that the facility was left in its original state and no damage has taken place.
- Pool Rental Rules and Guidelines:
 - Outside food, drinks, and party supplies are allowed, as well as shade structures, chairs, and pool toys.
 - **Absolutely NO:** Glass, alcohol, tobacco/vaping, drugs, or other paraphernalia allowed.
 - Propane or charcoal barbecue grills are not permitted inside of the pool enclosure; however, they may be set up in J.A. Hodge's Park behind the pool.
 - Lifeguards will be present during the pool party to enforce the safety rules of the facility.

City Attorney Rubin: On the main-season monthly pass, it says, "please limit your multiple usage passes to less than 2 sessions per day." Do you mean no *more* than 2 or do you mean –

Commissioner Forrister: 2 or less. It needs to say 2 or less.

OJ Hechler, Community Services Director: No more than 2. I thought that sounded funny when I read it.

Mayor Hechler: If you want to get a monthly pass, you don't get it in the first 5 days, it's not going to pay you to get a monthly pass, right? It's not a 30-day pass, in other words, it's a monthly pass for the month that you're in. So, you're not going to sell any monthly passes after the 10th of the month, probably, right?

OJ Hechler, Community Services Director: Right. So, we open April 15th, we probably won't sell any monthly passes in April. But I will say that a lot of this is contingent on our lifeguards. What we're going to do this year is, we have availability for 4 full-time lifeguards or we have the availability for 8 part-time lifeguards. If we get somebody who is going to be consistent – and every year, somebody steps up and they're out go-to lifeguard – if we get 2 or 3 of those, they're going to be our full-time lifeguards, and then the rest are going to be our part-time lifeguards. We've found, through last year, when we hired 7 or 8 lifeguards, it worked best for us because we were able to pull people in if somebody called in or things of that nature.

Commissioner Forrister made a motion to approve Resolution No. 48 25/26 J.A. Hodges Municipal Swimming Pool Fee Structure with the changes mentioned by City Attorney Rubin. Commissioner Hoepfner seconded the motion.

Mayor Pro-Tem Mitchell abstained from the vote.

Roll call was taken by the Clerk-Treasurer. Motion carried with a 4-0 vote and one abstention.

G8) Discussion/Action: Resolution 49 25/26 Confirming the City of Truth or Consequences to Participate in The New Mexico Department of Transportation Municipal Arterial Program Local Government Road Fund Program.

Assistant City Manager Alvarez: I sent an updated resolution out via email, and I think I gave everybody a hard copy as well. We were kind of down to the wire on this application, so my apologies for not getting a fully-executed resolution at the beginning of your agenda packet. The city is looking at applying for funding for the roadway improvements on Clancy Street and McAdoo between the Main and Broadway section there, so it's right around your current Police Department area, that triangle. As Manager Whitehead said, we really learned a lot at this last DOT meeting. It was really enlightening to have them break down the individual funds, and how much is allocated. It kind of explains why we didn't get a good portion of the funds that we applied for in the past. We did find out for the MAP project in district 1, there are a total of 18 entities that are eligible to apply for that funding, and they have allocated for this year only \$1.3 million for that program. So, if all 18 entities apply, and they were awarded, that would roughly only be about \$75,000 per entity. Not every entity applies for it. One of the other misconceptions we had was that the MAP funding, we thought it had to enter and exit on a main arterial street, like the state highway area of Date, Broadway, and Main. What we found out is that it just has to have a benefit to those arterial highways. That being said, we are looking at applying for approximately \$250,000. I just recently got the final quotes in, looking at about \$248,258 for the whole project. Out of that, \$186,194 would be grant, and then there would be the 25% match requirement of \$62,064. In the past, we've applied or included a waiver request with our grant applications. We won't be doing that on this one. We found out that when we submit a waiver request, that goes up to DFA, and we have to demonstrate a financial hardship, as determined by a certification from the DFA. That's why we've never qualified for them in the past, with our municipal GRT for the Streets Department that we have in there, and other funding, we just don't meet those requirements. I think that's it, we learned quite a bit. Last year, as you know we applied for a total of \$744,000 for construction funds for 2nd and Pershing Street, we were actually awarded \$229,000. So, this year we're pairing down our request closer to what our award amount was. With that, I stand for any questions.

Mayor Hechler: Nice presentation.

City Manager Whitehead: I would add that these two streets are going to receive water lines in the shovel-ready project. So, they will be getting new water lines and then we would have the money to then go in and repair the street. So, these are two that we were fortunate for in that particular setting.

Mayor Pro-Tem Mitchell made a motion to approve Resolution 49 25/26 Confirming the City of Truth or Consequences to Participate in The New Mexico Department of Transportation Municipal Arterial Program Local Government Road Fund Program. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G9) Discussion/Action: Publication of Ordinance No. 773 Authorizing the issuance of the City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2026A, in the Principal Amount of Two Million Six Hundred Seventy-Three Thousand Dollars (\$2,673,000) for the purpose of Construction Financing. Chris Muirhead, Modrall, Sperling

This Item was moved before item G1.

H. NEW BUSINESS:

- 1. Discussion/Action: Approval of Purchases \$60,000 and over.**
 - a. Wex Bank: PD Fuel Usage for FY 25/26:**

Carlos Miyagishima, CPO: The Procurement Department, along with the Police Department, will issue a change order. This change order is to increase the purchase order that we have already put in. The reason why I'm bringing this up is because it's going over \$60,000. This change order is an increase of \$19,501, which is because they need additional funds for fuel. This would be using the general fund police fuel. The new total will be \$79,500. I will defer to Deanna Knull if there are any other questions on the increase.

Mayor Pro-Tem Mitchell: Why is it increasing?

Deanna Knull, Police Department Administrative Assistant: When I initially put in the purchase order for that, I'm still learning the finer nuances of purchase ordering, so I had to put in a purchase order just under \$60,000 for quick approval. Unfortunately, we've exceeded that already, so now it needs to increase so we can finish our fiscal year.

Commissioner Forrister: And fuel prices are rising.

Mayor Hechler: So that raises an interesting question, so will this cover us at current prices?

Deanna Knull, Police Department Administrative Assistant: It may not.

Commissioner Forrister made a motion to approve Purchases of \$60,000 and over for Wex Bank: PD Fuel Usage for FY 25/26. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

b. Creative Bus Sales Inc.: SJOA 2026 Mobility Transit Van:

Carlos Miyagishima, CPO: This is for the SJOA 2026 mobility transit van with wheelchair access. The Procurement Department, along with the Community Development Department issued a HGACBUI contract for \$89,987 using the SJOA grant agreement. This is to get a mobility transit van.

Commissioner Forrister: We're just the fiscal agent for this right? They have their funds, correct?

Assistant City Manager Alvarez: The SJOA, as you know, received an \$88,000 grant. The cost of the vehicle exceeds that by just a little bit. You approved the BAR earlier, and SJOA will actually be paying the city the difference once the vehicle is purchased and paid for.

Commissioner Forrister made a motion to approve Purchases of \$60,000 and over for Creative Bus Sales Inc.: SJOA 2026 Mobility Transit Van. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Restructure of the City of Truth or Consequences Organizational Chart and approval of the payroll adjustment as per the payroll study.

City Manager Whitehead: I have met with each of you individually, and presented to staff. Coming on board, I felt like there would be some changes that needed to be made within our structure. As you can see in the packet, I have put our current city structure of government, the way it works. Currently, everyone is a department, there are department heads, and all of those department heads are tied directly to the City Manager, and go through the Assistant City Manager. This process works pretty well, except it keeps the City Manager's Office pretty busy. The proposal I would like to put forth would be that we change the structure, and we create three distinct veins of service. We would move public service items to Facilities. All those items that deal with public access, we put those into one division called Public Service. We'd create what I would call a public works division, which would include all of our enterprise zones, and then all those others; the Streets, and our Fleet Department would end up under that category. Finally, our third vein would be a Public Safety Director, effectively being our Police Chief, and then we put all the items under there that are already actually being done. Other items I feel like we needed to change, one of the bigger changes is to reposition our Human Resource Department. Currently Human Resources is a subset of Finance. I think at this point, with 100 employees, that Department deserves its own integrity. I think we've heard rumblings for a minute that human resource issues end up being in one office where there are multiple people, so we do need to find a space to provide so that the employees would have the ability to deal with private issues in

Human Resources on their own. Effectively, it would be breaking those out. The other piece that would potentially need to be moved would be our Information Technology. Right now, that's sitting in our Finance Department, and really, Information Technology covers everybody so it would make logical sense for that to have its own department, and then be able to work directly for the City Manager or the Assistant City Manager in those avenues. Across those boards, we would produce a few changes. Right now, Human Resources does a few jobs within Finance, so I would be working with the Finance Department and we would be kind of reallocating some of those internal nuances. Through this process, I would like to create some duplication, potentially identify how we could have two CPO's, two payroll clerks. And we do have that currently where we've trained, so there would be some cross-training. The City Clerk's Office would remain the same. Legal services, you can see where they would land. Not really a change there. Then, up to the Fire Department. Probably the biggest change that I'm promoting here and presenting is really – we had two department heads, if you will, that have retired, and this has opened the door for me to consider thinking about making these moves. The first move I want to do is to take one of our department heads, shift the responsibility of the other departments under that department head. I would then like to create subsets of supervisors, so the Electric Department would have a supervisor, the Streets Department would have a supervisor, there are some departments that have a department head active, those would remain the same, there would be no change in their structure. Water and Wastewater already has a supervisor, we would remove the "interim" tag from that. I've decided not to replace the Facilities manager, so that person would end up being in the Community Service Department. I've proposed, in my structure, that I would take the revenues that I'm saving from the department head there, and allocate that to an assistant for both the Assistant City Manager and the Community Services Director, where they would have an administrative assistant, which they both currently don't have right now. That would give them access to their own individual for dealing with grants. We would reclassify the HR Director, so right now HR is a Specialist, so now the HR Director would become a true director of that department under my tutelage. We would reclassify, in the Police Department, the Chief has requested that his Admin Assistant move into an Executive Admin Assistant, and I would concur with that, as that person deals with warrants, individual information, personnel information, kind of a little more than just an admin assistant. Currently, the Police Department has two individuals, so we would be changing that particular structure. I know that currently the Finance Office has been dealing with our asset management and insurance, so I would want to fix that. In the Wastewater Department, when I moved Jamie into an interim position as the Wastewater Supervisor, in order to protect us, I kept the Water/Wastewater Director, we have that full \$90,000 budgeted, and I also kept the Compliance Officer, in case it didn't work out for the current supervisor. In this move, by making that a permanent supervisory position, I would make the Admin Assistant the compliance individual, which we already have filled, and I would take the testing, and create a new position – which doesn't cost us anything, I've already budgeted for that – but we need some help with water dealing with service calls from the Utility Department, when someone wants to turn a meter on or off. Our water team, that's fixing water leaks, that's their responsibility, so we would do that. The second piece that I really feel we need to get back to is our valve testing. We're

supposed to be testing. So I'm proposing taking that one position, keeping it, and then redefining it so that the Water Department has an additional employee that could help us deal with some of the day-to-day operations, and then ultimately we would remove the Water/Wastewater Director. We're in a good spot, we have a contractor, so again, the vision here would be that I would take the position I already have, I would take apart some of the other departments, I would get supervision from one department, and effectively I would have an additional City Manager that would oversee those 7 departments within what I would call Public Works. I would have one manager that would oversee those items in Facilities, and then I would have the Police Chief. What I've handed out to you, the non-color-coded document you're seeing, you have two of them, these are the current payroll study documents, the current process we use after our payroll study. Again, I'll remind the Commission that in the payroll study we agreed that we would take care of the non-exempt employees last year, and this year we would work to solve any pay inequities with the exempt employees. Upper management is preparing in the new budget how we will get them up into the highway, and correct those items. I would also point out that through this year, all those employees that worked for the city, they did receive their compensation or an increase based on the old pay policy, so on their anniversary if they were due, they didn't get an increase. So there may be some increase coming to the exempt, we won't know until we hear back from the consultant, because we've asked them to give use those recommendations. You can see from the exempt structure, what we currently have. And then if you'll take a look at the one that's got the color codes on it for the exempt salary status, you can see the proposed changes that we would make. In the particular strategy that I've put together, you would see, we'll start at the bottom on E1, currently we have an animal shelter manager in this particular position, so we would propose no change there, that's why it's green. We would continue paying our Animal Shelter Manager as an E1, but at some point in the future, if there was to be a change there, that position would move to NE7, into the non-exempt status, the category is similar in structure, but then they would be entitled to earning overtime. I've already replaced and decided not to replace the Facilities Manager, so that would go away from there, that's why the line. The same would exist, we have a Fleets Manager, but somewhere in the future, that would move to NE7, so the structure and the cost to the city would be the same, they would just end up in the non-exempt position. The concept here is eliminate department heads, we wouldn't have a department head for each, every department would have a supervisor and be under one management structure. Under E2, the change would be to add the HR Director, along with the items that are there, you'll see those that stay. Currently we have a director of libraries, that will remain in this category until there's a change, then we have a Parks Manager now, that manager has already been moved to NE7, that happened when we hired, so that position doesn't exist today. Under NE3, you can see that I would remove the Streets Manager, so there would not be a Streets department head, and then we would take the Director of Community Services and it would basically become the Public Service Director. That manager would inherit the Facilities Department, there would be some compensation within that structure for taking on those new duties, but that structure would stay exactly the same as you see there. Under NE4, we would still maintain our Chief Financial Officer, and then the Director of Solid Waste, we do currently have a structure there, that wouldn't change until some

point in the future if there were to be a change there. That would move into a non-exempt supervisory position, and I'll point that out when I get to the non-exempt side. Then you would move into NE5, the Electrical Director, you can see, is under NE5. In this particular change, I would take the Electrical Director and make them the supervisor, or in this case, I would call it the Public Works Director, so it would stay in the same category, only instead of managing one department, they would be managing the other 6 departments. The Police Chief is in that category, and the Assistant City Manager remains in that category. The only item in NE6 would be the City Manager. So your pay structure, the veins would stay the same, but under my proposal we would eliminate department heads over a course of time, and move to that structure. I'll stop right there if there are questions on that.

Commissioner Forrister: Did the consulting group prepare these documents based off –

City manager Whitehead: No, our Human Resources has prepared the proposal. The current one we're operating on was prepared by the consultant, that's correct. These numbers, the structures, the recommended salaries are consistent with what the consultants have presented us, no change in dollar amounts.

Mayor Hechler: I'd like to make a general comment just to digest this a little bit. I've worked with 5 different City Managers. Every time we change the City Manager, everything falls on one plate, it all goes right to the City Manager and they have to know absolutely everything that happens with the city, it's a quick learning curve, and it's hard to get it done, you're usually behind the gun for 6 months. What I see this allowing us to do is to spread that information out amongst three department heads/directors so that if things happen, that can be absorbed. If there are questions, the department heads will be able to handle those things at their level, and I'm hoping they work as a filter to not have so much coming up to the City Manager. They're going to have the authority and the responsibility to handle things within their area, from them, down. This, to me, creates almost an out or a succession plan for the City Manager down the road, so that the city doesn't stop functioning when we lose a city manager. We still have three department heads that handle things at that level, and those things will continue to function and to work as they should. Then, when a new City Manager comes in, they work with the department heads and it becomes a little bit easier of a transition if that happens. Does that make a little bit of sense? So if we look at the positions themselves and we don't worry about personalities or people right now, we're looking at the structure for the city, and if we're okay with the structure of the city, that's the way we should be talking about it and dealing with today. Do we have questions or concerns about the structure?

Mayor Pro-Tem Mitchell: The only thing I was concerned about, and I think the City Manager addressed it, was if it would affect our budget, and I believe you said that by eliminating positions and creating new positions, you were able to shift money to where it's not going to be an increase in our budget?

City Manager Whitehead: That's correct. I put some ballpark figures into what we currently have, took this one out and moved this one in. If I take to the enterprise side of the house, it's going to save about \$51,000. When I go to the general fund, it will cost about \$51,000. Now, in fairness to Human Resources, Alona has not looked at this and given me the exact numbers based on the calculator. We have a payroll calculator that we would have to work with to put those numbers in, so it probably won't be an evenly-rounded number like I added to it. But again, if I move the Electric Department, ask them to help me supervise the other 7, that position is entitled to some compensation for taking on those other departments. Some of those have a director, it's not going to change that, that would be the same, it would just be somebody working in the field, but we will be picking that up. We won't be having, in the Wastewater Department, I'll eliminate the \$120,000 we have budgeted for a Wastewater Supervisor, we've got that kind of solved for a bout a year and a half. Dollar to dollar, it's kind of a break-even proposition, but yes it will cost the general fund \$50,000-\$60,000 more, and it will save the enterprise side of the house a little bit of money to do so. The other thing I would want to point out, and just be really clear, what I'm attempting to do here is just reallocate and move my pieces. I'm not looking to hire another. If the Commission agrees with me in feeling like this is the right structure, I think we, at some point, would be able to change this if the person that's taking this job decides to move on, retire, you have a structure by which we could fund that department, and potentially take it to the next level, we could potentially go hire somebody with an engineering background, that's kind of consistent. They are very hard to find, I have three friends that work in Public Works, I was with one of them on Saturday at the basketball game in Las Cruces, he's the Public Works Director for Rio Rancho, he has four engineering positions open, and they can't fill them. So the fear, for me, is that by not bringing up our people, by not working with our staff to train and figure these things out, it may be tough. But I don't think we should not aspire to that, this would give us that position to allow me to remove these pieces and come up with a different look on how we govern, city-wide, and it would give me one more person that could handle the day-to-day stuff that's going on. There are just a lot of things that happen every day in the field that just need attention, and right now myself and the Assistant City Manager are being pulled in lots of directions. Now, if you'd like to take a look at the non-exempt structure, what we would propose. Again, taking a look at what you have, this is the current structure, this is the current location of all the employees we have that are non-exempt. Those non-exempt employees can be supervisors, they do have leadership roles, maybe Foreman, or those kinds of things. But they're entitled to overtime and additional compensation. That's the main difference between exempt and non-exempt. Going across the structure, if you take a look at the color-coded one, we would propose that the Animal Shelter Director eventually, and not today, but it would end up being the position for that under the new structure if we went there. We wanted to add the IT Support Analyst in that position, and then on the Facilities side, we would promote the Maintenance Foreman would move to a supervisory position. We would leave the Human Resource Specialist. Right now, again, our current Human Resources person does a lot of the work, there are 100 employees, and if the budget allowed, we potentially would want to hire another person to help in there, so we would just classify that person, I'm not promoting that we add somebody, but that's where the "specialist" comes in. Right now,

the Human Resource Specialist is compensated under NE7, we would step that position back to NE6, and again, the Human Resource Director would move up into an NE2 exempt position. For Community Services, we would add an administrative assistant, who would be there for Community Services and the Assistant City Manager. In the future, you can see that the Fleet Manager would end up in NE7. Again, absolutely not promoting that we're changing our current Director of the Fleet Department, but in the future, if there was a change there, it would fall back into that category. If you'll go to page 2, the Library Director we would leave exactly the way it is today, but in the future, that position would move into a non-exempt NE9 position. Our Parks Manager is already in this position. We would move the Admin Assistant in the Police Department from an admin in NE4, up to an NE6 and make that an Executive Assistant to the Police Chief. The Streets Foreman would now become the Streets Supervisor and move up into an NE7 category. I would create, under NE5, what I'm calling Field Testings and Work Order, that's effectively taking that compliance piece that I was holding and just using it there, but reclassifying it to a different title, a different job function, and it would give the Water Department one more person we don't have right now. We have the money for it, but we don't have it filled. Under the NE9, the Water Supervisor would stay in that category, and then eventually in the future, Solid Waste Supervisor would move into an NE9 category. I'm not proposing to change that today at all, that would not be the recommendation, but ultimately that's where that position would land under this structure. Every department that we have would have a supervisor, and they would be reporting to a department manager. With that, I'll stand for questions.

Commissioner Forrister: The supervisor would answer to the director?

City Manager Whitehead: That's correct. The director would then answer to the Assistant City Manager or the City Manager.

City Attorney Rubin: Are you looking for approval today? I know you and I had some discussion yesterday about maybe a possible review. I wasn't sure how you wanted to move forward.

City Manager Whitehead: I could look for approval today if the Commission was so inclined, if they felt that the information is sufficient. If the Commission felt that we needed to do some additional work, if you felt you needed some more information, I would be happy to do so. I will open it up and say that I have received some comments that "If I'm going to create a position I should open it up for applications." The challenge I would have in this position is, I don't have this position. To create that position, I would have to be asking for a budget adjustment to create a position. I'm asking, in this particular sense, to just let me reallocate my pieces and see where we land. Technically, I was not looking to have every position that I am potentially offering to move around and reallocate, to have them apply, that wouldn't be fair to any of those employees to have to apply for something that doesn't exist, with the potential that somebody could come in and take that position, because then I'd have to protect them. So that's probably the biggest reason why I would say, restructuring and reclassifying these positions is what I'm looking for. I hear those comments, but in this case, that's

the issue. To answer Jay's question, the Commission could take no action or table it, you could approve it –

City Attorney Rubin: The reason why I asked the question, I'm just trying to think in my own mind if there are any legal questions that you would need me to research, and I don't know off the top of my head if there necessarily is one, but I was just trying to think if there's something we need to be looking at.

Mayor Hechler: My thoughts are that we're not talking about personalities or people right now, we're talking about an organizational structure. That's what we should be approving or not approving. Remember, we only have one employee and that's the City Manager. We've asked the City Manager to administer the city, and when we do that, he or she has the prerogative to change the organization as they want to, in order to meet the needs that we request of them. I think I would give City Manager Whitehead that nod. So to me, I'm looking at this only as the structure itself, the physical structure of the City, and see if that works. If there needs to be further discussion, and if we're talking about employees or things of that nature, that needs to go into executive session, perhaps down the road. We can request that if we want to talk about it during our next agenda meeting, and if we need to do that we will put it on the executive session, so we can talk specifically about positions or people and things of that nature, because we just don't do those things in public. Today I would just say that if we're okay with this concept and this structure, then that's what I would vote on.

Commissioner Forrister: But we kind of are in that predicament of talking about people and jobs, because he's not asking to restructure this and rehire, he's asking to move these people and these things, so technically we are at that point. Correct?

Mayor Hechler: Well I don't see that because if we're going to fill another position, for instance, if we're going to hire a Public Works Director, that's going to cost us over \$100,000 to do that, in addition to this. So do we want to make that decision today or do we want to accept the organizational structure and then figure out what we're going to do with the personalities afterwards? They can still compete for the job, anybody can compete for any job, if we open it up that way. Correct me if I'm wrong, Manager Whitehead, so if we go with this structure today, does a person apply for the job that they're going to go into?

City Manager Whitehead: No.

Mayor Hechler: So it's pretty much, our minds are made up.

City Manager Whitehead: I would be reclassifying all these positions I spoke about.

Commissioner Forrister: So that's what I'm saying, we *are* talking about people at this point, because those aren't going to be open. So does this need to be something that we put on an executive session where we can discuss people? Because that is what's

happening, right? Because we are *not* opening it up, so if that's what you're saying, if we needed to discuss employees, that needs to not be done in a public setting.

Mayor Hechler: I agree with that. If we need to go to that point. If we don't go beyond what this says, and if we want to discuss personalities and employees, then we do need to go to executive session. With that in mind, I would table this until such a time, and we deal with those issues during executive session.

Mayor Pro-Tem Mitchell: I was actually thinking the same thing because I think they're both kind of connected. My experience working for the schools, it's hard whenever people just get pushed in different places and maybe there wasn't an equal opportunity for somebody to apply.

Commissioner Forrister: I know we've all had our discussions with Manager Whitehead. I would like to be able to openly talk amongst Commissioners about that, as well. In my opinion, I don't know what everybody else thinks.

Commissioner Hoeppner: I agree with that.

Mayor Pro-Tem Mitchell: Well if we tabled this, would it affect Manager Whitehead for the next couple weeks?

City Manager Whitehead: No. If the Commission chose not to follow this particular structure at this time, it doesn't change anything that we do, we'll just keep doing what we do. Probably going to maintain that I'm not going to fill those positions as it changes, because at some point, moving to this structure has to happen, so I would come back and figure out a different solution on how that could work.

Commissioner Forrister: Yeah and I'm not in any way saying that I don't like the structure.

Mayor Pro-Tem Mitchell: Yeah I love the structure.

Commissioner Forrister: I think if we were just talking about that, but I would like to just be able to, as a Commission, talk. If we're just moving people into these positions, I would like to have an open discussion. I know the Commissioners have had discussions with the City Manager, but I would like to discuss it amongst ourselves.

Mayor Hechler: If I'm hearing you correctly then what we should do is have a motion to table this discussion until such time as we can place it on a new agenda for executive session.

Commissioner Forrister: Legally, is that –

City Attorney: That's fine, that's kind of what I was driving at when I was bringing the question up. I think going into closed session is appropriate. You can go into closed

session to talk about personnel, and here you might be talking about classifying/reclassifying positions, and I think that is one of the exceptions. I will double check that between now and then, but I think you're okay.

Commissioner Hoepfner: I like the structure how it is, but when I looked deeper into qualifications, what is qualifying somebody to be a Public Works Director, for example. Like you mentioned before, we are at the level of Civic Engineer here. That is where we are talking, so even if it looks nice on paper, "Oh I combine different positions and then I have an overhead." But you also have to see it like that when you are creating those positions, you have to have a complete structure of the responsibilities and everything, and when you calculate all that together, you come to literally, like you said, the engineering level. When we are creating, for example, the Public Works Director, it should be open for everybody to apply for that because it is a whole different thing. You are a director of a department, and to have knowledge of other departments, but at the end when it comes to education requirements; bachelors, masters, minimum requirements, it should at least be on paper, because they make the big decisions. The same can be said for when they are responsible for writing grants, that we should have a physical full-time job for one person who is the main grant writer for the City. Those departments, and I know from when I tried to write grants and I didn't get them because, "Oh you didn't have the right paperwork ready." Or "You made a mistake." So I want to make sure that we have who will assist those directors, that there's really oversight and they put their stamp on it to say, "Yes I have the certifications. I am the main grant writer, that is my second signature. The paperwork and everything is there." and I know when you apply for grants, that they'd say, "We'll look up names." And say, "Oh yeah, they are certified to do so, and everything is in line." To have more success in that regard, grant writing, like what we see and approve, it's a big job. I have a lot of respect for all you do, but also I would like to see that we have somebody, when it comes to grants, who would do it as a full-time job, so they can bring 100% and these other people's responsibilities as well, and that is where it comes in. When we create those three directors, that it matches minimum requirements, that it is pretty much given to us, or what is created. I would maybe say that we need a job description outlined with minimum requirements, so that when we talk about this next, it is all in place and we can actually say, "Okay who is ideal for certain positions and do they match all those requirements?" we should also include qualifications from if someone worked with a system for 30 years, of course you are qualified to lead a department of that size.

Mayor Hechler: So, what you're saying, Commissioner Hoepfner, is that you want to bring new people in for these departments, and displace the ones that we have? Because what we're doing here is a reorganization, we're not talking about hiring new people. But what you're advocating for is that you want to hire new people for these positions.

Commissioner Hoepfner: Not for all.

CITY COMMISSION MARCH 11, 2026 REGULAR MEETING MINUTES

Mayor Pro-Tem Mitchell: I think he just wants to make sure that however we restructure, the employee has the required training and education to fill that role. Not necessarily go out for bid for them, but just make sure that we vet them.

Commissioner Hoepfner: Exactly.

Mayor Hechler: I think that's part of the discussion that's better for executive session.

Commissioner Forrister: I did not mean to open a can of worms for that.

Mayor Pro-Tem Mitchell: There's no way you can call in?

Commissioner Hoepfner: 3am? Can I call you at 3am for a meeting?

Mayor Hechler: What dates are you going to be gone, Commissioner Hoepfner?

Commissioner Hoepfner: I will only be gone for the next Commission meeting. We are leaving next Tuesday and I'm coming back here on the 7th, so I'll be back for the meeting on the 8th.

Commissioner Forrister: Can we voice his opinion to whomever is presenting, and then we still have that discussion?

Mayor Hechler: That's up to Commissioner Hoepfner, he wants to be involved.

Commissioner Forrister: Because I think Manager Whitehead wants to move ahead with this.

City Clerk Torres: We could put it on the agenda for the 8th, right?

Commissioner Hoepfner: I'm back on the 8th.

City Manager Whitehead: If you table it, it has to come back at the next meeting, but if you would prefer to do it on the 8th, it's perfectly –

Commissioner Forrister: I will not be here on the 8th. I have SAT's.

Mayor Hechler: You're not less important than Commissioner Hoepfner. We need to have the full crew here.

Mayor Pro-Tem Mitchell: Can we have a special executive session in the next week or two?

Commissioner Forrister: Yeah, let's do that. How many days do we have to advertise for executive?

CITY COMMISSION MARCH 11, 2026 REGULAR MEETING MINUTES

City Clerk Torres: I think, and Jay correct me if I'm wrong, but if you say, "We want to discuss this at the second meeting in April, we will bring it back then." You can do it that way, if it's in the motion, right?

City Clerk Torres: If they make a motion today saying, "I want to bring this back in executive session during the second meeting in April." They can do that, right? They can bring it back on that date if you want, since everybody will be here to have a conversation about it, it doesn't have to be at the next meeting.

City Attorney Rubin: Sure.

Commissioner Forrister: Then everybody would be here.

City Clerk Torres: It doesn't have to be at the next meeting. It could be during the second meeting in April.

City Attorney Rubin: April 22nd.

Mayor Hechler: Can you wait that long, Manager Whitehead?

City Manager Whitehead: Sure, absolutely.

Commissioner Forrister: I was just asking how long we have to advertise for a special executive session.

City Clerk Torres: We don't have to advertise for it, it's listed on the agenda, so it's not like a public hearing.

Commissioner Forrister: And why can't we move something into executive?

City Attorney: We are going to move it into executive.

Commissioner Forrister: Why can't we move it into executive today?

City Clerk Torres: At this meeting? You can, right? It's listed on the agenda.

City Attorney Rubin: Actually, you could. It's on the agenda.

Commissioner Forrister: Why don't we just move it into executive?

City Clerk Torres: You guys can if you want to. You did it not too long ago.

Commissioner Forrister: We just hit a thing that shows that we need to talk about personnel, so can we not move it into executive and get it over with?

City Attorney Rubin: I think we can, I'm just not 100% sure about that, I was going to maybe just do a quick check on that.

City Clerk Torres: When we did, I think it was the Talon one, we had it on there and you guys moved it into executive session when it wasn't on there. But if you vote on anything, it just has to be in open session.

City Attorney Rubin: Sure, I wasn't sure about that issue, myself, I actually was just trying to check under the actual – when you close for personnel, what does it actually say as to what issues with personnel can you close for? If you have the Open Meetings Act, I can just do a fast search. I'll just ask, by myself, to see if it says it that way according to state legislature.

Mayor Hechler: Let's table this for a short while, and then we will go ahead and go through the remainder of the agenda, then we will return. I have to note before we adjourn if we're going to go to executive session.

City Attorney Rubin: I know. Angela and I are going to check on that in a minute.

Mayor Hechler: Let's go ahead and make a motion to table it temporarily, until we can find out whether we can go to executive session or not.

City Attorney Rubin: I'll be checking on it while you go onto the next item.

Commissioner Forrister made a motion to table item H2.

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

City Attorney Rubin: The legal question I've been asked to look at is whether we can move this item to closed executive session. There are a couple of legal issues that I am looking at. The first one is: does the agenda item itself, the way it's worded, is that sufficient to actually give notice that we are talking about personnel? It talks about restructure of the City of Truth or Consequences organizational chart, and approval of the payroll adjustment, as per the payroll study. That's obviously a strong implication that we're talking about personnel here. As I read the agenda request form, it's very clear here that we're talking about "the Assistant City Manager and the Public Service Director will share an Administrative Assistant to improve workflow efficiency. There is going to be a new Public Safety Director." So again, we're talking about creating positions, and possible assignment, so yes, I think the way the agenda is worded, I think we can go into closed session. The second pressing issue is, can we go into closed session to talk about basically this chart with several people? And I was looking at the Open Meetings Act, and specifically 10-15-1 H(2), in fact, City Clerk Torres and I were both looking at this, and I will tell you it's not perfectly worded the way this is written, and Ms. Torres had one interpretation, I had another. Let me just read you what it says, "limited personnel matters; provided that for purposes of the Open Meetings Act, "limited personnel matters" means the discussion of hiring, promotion, demotion,

dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee;" and again, it's not really well-written, because one way to interpret it was what Ms. Torres was indicating, because it talks about assignment, possible promotions, but what I didn't like about this is it says, "against any individual public employee;" so I spoke to City Manager Whitehead about it, and I believe what his solution to this was, is if the motion is made to go into closed session, you would actually articulate the positions we are talking about, the individual employees, and I think if you do that then I think we're okay. Maybe you can start the motion saying you want to go into closed session to discuss, and then the City Manager could fill in the blanks?

City Manager Whitehead: I concur that it's a combination of the two. You can't go into executive session to discuss the chart. But the fact that there are employees that potentially would be changing positions, as long as we list those individual employees in the motion to go into executive session, and the discussion was specifically to how those employees would relate to the chart, then it would be warranted.

City Attorney Rubin: And I have to say this, in a perfect world, I would have maybe checked on the legality of this, I know we wanted to try to do this today, so I'm here to give my opinion and that's what I'm doing. I think we're okay.

Commissioner Forrister made a motion to move item H2 into executive session at 12:23pm to discuss the Public Service Director, the Public Works Director, and the Public Safety Director, to include the following employees: Chief Tavizon, Bo Easley, Chris Rees, Brenden Anglin, OJ Hechler, Alona Niebergall, Deanna Knoll, and Michael Kozloski. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Letter of Support for MainStreet T-Mobile Grant.

Becca Eza, MainStreet Truth or Consequences Director: I am coming to you guys this morning to ask for your approval for the City to provide a letter of support for MainStreet's application for a T-Mobile Hometown grant for our wayfinding project. This particular grant program is for various community projects in small communities of under 50,000 people. This is the fifth year this program has been around, and this is the final round of this grant, so this is the last chance we have to get in on this one. T-Mobile partners with MainStreet America in the review process, it's not necessarily just open to MainStreet communities, but that is a partner in this grant. The grant itself, we are requesting the full grant amount of \$50,000. There is no match for this one, which is pretty awesome. This would be toward, at least, phase 1 of our wayfinding plan. As we discussed with you before, we will not actually purchase and install any signs before we come back to you and discuss the specifics of sign content, locations, and how the system will integrate with what already exists in town. If we are awarded this, we would have a year to use the funding up, which gives us plenty of time to present that final proposal to you guys of what it would look like to do any negotiations we need to, and then have time to actually have the signs created and installed. This probably would not

fully fund the entire plan that we have developed so far, but at least a majority of the signage, maybe not some of the monuments yet, and we can look for additional grant funding down the road. We wanted to go ahead and apply for this particular one right now since this is the last opportunity for it, we're also getting letters of support from the Chamber of Commerce, the museum, the visitor's center, and from one of the local businesses. I will stand for any questions.

Mayor Hechler: Is the attached letter the one that we're going to use?

Becca Eza, MainStreet Truth or Consequences Director: I believe so, I submitted a draft to the city, and I think they made some adjustments to it, with what they would like to say.

Mayor Pro-Tem Mitchell made a motion to approve the Letter of Support for MainStreet T-Mobile Grant and to allow the mayor to sign the document on behalf of the city. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

EXECUTIVE SESSION (Item H2)

- 1. Limited Personnel Matters (Restructure of the City of Truth or Consequences Organizational Chart and approval of the payroll adjustment as per the payroll study including Public Service Director, the Public Works Director, and the Public Safety Director, to include the following employees: Chief Tavizon, Bo Easley, Chris Rees, Brenden Anglin, OJ Hechler, Alona Niebergall, Deanna Knull, and Michael Kozloski) pursuant to 10-15-1(H.2).**

Mayor Pro-Tem Mitchell made a motion to go into executive session at 12:48 p.m. to discuss Limited Personnel Matters (Restructure of the City of Truth or Consequences Organizational Chart and approval of the payroll adjustment as per the payroll study including Public Service Director, the Public Works Director, and the Public Safety Director, to include the following employees: Chief Tavizon, Bo Easley, Chris Rees, Brenden Anglin, OJ Hechler, Alona Niebergall, Deanna Knull, and Michael Kozloski) pursuant to 10-15-1(H.2). Commissioner Glines seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 1:01 p.m.

Mayor Pro-Tem Mitchell certified that only matters pertaining to Limited Personnel Matters (Restructure of the City of Truth or Consequences Organizational Chart and approval of the payroll adjustment as per the payroll study including Public Service Director, the Public Works Director, and the Public Safety Director, to include the following employees: Chief Tavizon, Bo Easley, Chris Rees, Brenden Anglin, OJ Hechler, Alona Niebergall, Deanna Knull, and Michael Kozloski)

pursuant to 10-15-1(H.2) were discussed in Executive Session and no action was taken in executive session.

RETURN TO REGULAR SESSION; ACTION (if any) (Item H2)

1. **Limited Personnel Matters (Restructure of the City of Truth or Consequences Organizational Chart and approval of the payroll adjustment as per the payroll study including Public Service Director, the Public Works Director, and the Public Safety Director, to include the following employees: Chief Tavizon, Bo Easley, Chris Rees, Brenden Anglin, OJ Hechler, Alona Niebergall, Deanna Knull, and Michael Kozloski) pursuant to 10-15-1(H.2).**

Commissioner Forrister made a motion to approve the Organizational Chart & Payroll Adjustments as presented. Mayor Pro-Tem Mitchell seconded the motion. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 1:02 p.m.

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

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



RON FENN
Co-CEO, City of Truth or Consequences, NM

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

March 9, 2026

Dear City Manager Whitehead,

I write to inform you and pertinent officials that, while still willing and interested in the Reed Rockets Sculpture by Mr. Barbour. I will not conclude this transaction without an Order of the District Court from Judge Shannon Murdock-Poff, as stated in her conclusion of case D-721-CV-2004-00130 with a finding for the Plaintiff (Ron Fenn).

Following, over 1&1/2 years of litigation and receiving the judgment, City Attorney Rubin filed a document with the Court agreeing to the sale with a condition of its completion by March 15th 2026. I reject this ploy by Atty. Rubin, as it fails to acknowledge State law violations of City Commissioners, in there attempt to sell municipal property, by bid to City Board Members (barred by law except in open public auction) for the lowest of three bids at \$300 contrary to §3-54-2C NMSA. In addition to the Commission's violations of Oath of Office compounded with other specific statutes, this ridiculous action has cost the taxpayers thousands of dollars. Atty Rubin has taken advantage of the Commissioner's apparent ignorance of the laws they are obliged to uphold and enforce, pad his paycheck by more than \$3,000¹ in the failed attempt to prevent me purchasing in submitting the highest bid, in accordance with the legal Published Terms and Conditions.

1 See attached Sheet 1 cost analysis

Mr Rubin failed over the year and a half to explain the violations to the Commission and has earned by such omission over ten times what the Commission was willing to accept for the Artwork. In 4 Commission agendas, which he signed off as reviewed for legal and 6 Executive Sessions on this litigation, it seems that no rational actions were taken. The initial Dismissal in 2024 was appealed by myself, the case was reversed and sent back to District Court for 2 more hearings that concluded with a Judgment for the Plaintiff. Ironically, the only story of this sickly and sordid event was a Sentinel article front page center with photo², extolling the marvelous win over Ron Fenn by Atty. Rubin. The Sentinel also received over \$500.³ for the bid Ads concocted by Traci Alvarez A.C.M. I will contact you, Manager Whitehead, as soon as the Court issues the Order to the City on this case and recommend that the material be kept in good order until that time. Any other attempts to undermine the Court's determination will result in further litigation and expense to the Commissioners and City Attorney. Thank you for your attention to this matter, Sincerely and Resolutely,

Ron Fenn

2 Sentinel Dismissal Story 11/21/24
3 Sentinel Invoice

Rubin Billing on Reed Rockets Case

Date	Hrs	Cost @200/hr	Tax @.8375	Total
09/24/24	0.7	\$140.00	\$11.73	\$151.73
11/01/24	0.5	\$100.00	\$8.38	\$108.38
11/03/24	0.8	\$160.00	\$13.40	\$173.40
11/12/24	0.4	\$80.00	\$6.70	\$86.70
11/14/24	0.6	\$120.00	\$10.05	\$130.05
11/14/24	0.4	\$80.00	\$6.70	\$86.70
11/18/24	0.5	\$100.00	\$8.38	\$108.38
12/27/24	0.4	\$80.00	\$6.70	\$86.70
02/03/25	0.4	\$80.00	\$6.70	\$86.70
02/26/25	0.2	\$40.00	\$3.35	\$43.35
02/27/25	0.2	\$40.00	\$3.35	\$43.35
03/04/25	0.5	\$100.00	\$8.38	\$108.38
04/18/25	2.9	\$580.00	\$48.58	\$628.58
05/16/25	0.3	\$60.00	\$5.03	\$65.03
10/20/25	0.4	\$80.00	\$6.70	\$86.70
11/10/25	0.3	\$60.00	\$5.03	\$65.03
11/12/25	0.3	\$60.00	\$5.03	\$65.03
11/19/25	0.3	\$60.00	\$5.03	\$65.03
12/08/25	0.8	\$160.00	\$13.40	\$173.40
12/10/25	0.5	\$100.00	\$8.38	\$108.38
Direct billing tot to date	11.4	\$2,280.00	\$190.95	\$2,470.95
exec ses tot to date	00:00:00	\$980.00	\$82.08	\$1,062.08
Sub Total				\$3,533.03

Public Cost not included from above

Date	Exec Session	Ron Fenn litigation		
10/09/24		12:10:00 PM	12:51:00 PM	00:41:00
11/13/24		11:51:00 AM	01:02:00 PM	01:11:00
04/09/25		12:31:00 PM	01:11:00 PM	00:40:00
05/14/25		12:41:00 PM	01:11:00 PM	00:30:00
12/03/25		09:22:00 AM	10:02:00 AM	00:40:00
12/17/25		11:00:00 AM	12:17:00 PM	01:17:00
exec ses tot to date	04:59:00	\$980.00	\$82.08	\$1,062.08

Legal Agenda Review Billed by Jaime F Rubin

Date	
04/24/24	H5
07/24/24	H9
11/11/24	H1
08/28/24	G7

All of the above in the defense of the Commission Illegal attempt to sell
To unqualified City officials for **\$300** for over 1.5 years.

Chief's Contract Renewed

By Steve Mull
SENTINEL

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During the executive session of the Truth or Consequences regular commission meeting held Wednesday, Nov. 13, commissioners approved a motion to renew the city's contract with the current chief of police, Luis Tavizon.

"It's an honor to have an opportunity to serve the community for an additional two years," Chief Tavizon said. "I'm looking forward to the continuation of providing professional police services to our community. [Our officers] are a group of highly dedicated individuals who come to work every day and try to provide citizens with the best police services that they can."

Mayor Rolf Hechler added, "We have a quiet and safe community, not by chance, but because we have a dedicated chief of police who has worked hard to fill the ranks with qualified officers. I understand we would rather have more officers hired from this community, but we have been unable to find qualified candidates. Together, we will continue to work on this."



SIERRA COUNTY SENTINEL

NOVEMBER 21, 2024

Your Hometown Newspaper Since 1967

16 PAGES • 4 INSERTS • \$1

Court Dismisses Suit On City Artwork

By Steve Mull
SENTINEL

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The Seventh Judicial Court dismissed a case against the city of Truth or Consequences made by Ronald Fenn on Nov. 14. This action revolved around the sale of the "Reed Rockets" artwork created by local artist Jeff Barbour.

The city commission had first announced the public auction in August. After receiving three offers it was decided that the commission wanted to ascertain where and how the artwork would be displayed. One bidder, Ronald Fenn, did not respond, another bid was received outside of the city, and the third was from a group of local residents.

Ronald Fenn argued that his highest bid should have automatically made him the auction winner, despite subsequent emails requesting further information and/or commission meeting attendance from him prior to determining an auction winner. His filing quoted several statutes regarding the sale of items from a



governing entity to private persons that referred to the artwork as being "worn-out, unusable or obsolete."

City attorney Jaime Rubin pointed out that since the "Reed Rockets" artwork had been in storage for safety and liability reasons since the city had purchased it in 2018, that it in no way could be construed as worn-

out, unusable or obsolete. It was also stated in court filings that due to Fenn's failure to respond, that "the City acted reasonably in assuming that [Fenn] no longer wanted the City to consider his bid."

The court agreed and dismissed the case allowing the city to continue with the disposition of the artwork.

Fairbarn Use Suspended For Construction

Sierra County would like to inform the public that, effective immediately, the Fair Barn will not be available for public or organizational use until further notice. This temporary restriction will remain in place until the bid for the upcoming construction project has been awarded, and a project timeline has been established.

This decision supports the county's commitment to ensuring that construction can proceed efficiently and in a manner that best serves the needs of our community.

We thank you for your understanding and cooperation during this planning phase.

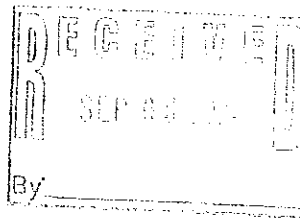
For further questions or clarification, please contact the Sierra County Manager.

Williamsburg Appoints

Hospital Honors EMS Staff

**SIERRA COUNTY
SENTINEL**

a subsidiary of GPK Media LLC
217 East Third Street, Truth or Consequences, NM 87901
575-894-3088 ~ 575-894-2400 ~ Fax: 575-894-3998
gpkmedia.com



Invoice

Invoice No.
2898
Date
08/29/24
P.O. Number
80563

Bill To
City of Truth or Consequences 505 Sims Truth or Consequences, NM 87901

Terms	Due Date
Net 15	09/13/24

Item	Description	Quantity	Rate	Amount
Print Ad	8/8, 8/15, 8/22: Reed Rocket Art Sculpture, 3x8.75	78.75	6.00	472.50T
Legal	8/8: P&Z Public Hearing Sept. 9	74	0.68	50.32T
Affidavit	Proof of Publication	1	5.00	5.00T
Legal	8/15: Monthly Meeting Notice for September	149	0.68	101.32T
Affidavit	Proof of Publication	1	5.00	5.00T
Legal	8/15: Recreation/Golf Advisory special mtg Aug. 26	28	0.68	19.04T
Affidavit	Proof of Publication	1	5.00	5.00T
Legal	8/15: P&Z Public Hearing Sept. 9 (Placement of Shipping Containers)	80	0.68	54.40T
Affidavit	Proof of Publication	1	5.00	5.00T
Legal	8/29: NOtice of Hearing Adoption of Ord. No. 766	43	0.68	29.24T
Affidavit	Proof of Publication	1	5.00	5.00T
Subtotal				\$751.82
Sales Tax (8.375%)				\$62.96
Total				\$814.78



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, March 25, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 31, 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 4-8-26

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MARCH 25, 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 attended via phone
Hon. Ingo Hoepfner, Commissioner was absent
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

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

2. SILENT MEDITATION:

Mayor Pro-Tem Mitchell: I wanted to ask the community to keep the family members of Tom Smith in your thoughts and prayers as they move forward in their difficult time in losing him.

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for City Attorney Rubin to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

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

5. COMMISSION COMMENTS:

Mayor Pro-Tem Mitchell: I don't have much to report other than going to the COG meeting on Friday. I've been gone for a week.

Commissioner Glines: I don't have any announcements.

Mayor Hechler: I have one announcement. It's a public notice for road closures and construction safety. The city would like to remind all residents and visitors that we currently have multiple infrastructure improvement projects taking place throughout the community. As a result, there will be various road closures, lane reductions, and temporary traffic disruptions in different areas of town. We ask for your patience and cooperation as we work to complete these important projects that will benefit our community in the long-term. For your safety and the safety of our workers, please be advised that it is *illegal* to move, bypass, or cross any posted construction barriers, barricades, or traffic control devices. These measures are in place to protect both the public and construction crews. Thank you for your understanding, cooperation, and continued support as we make improvements across our city. Remember I've threatened you folks several times about construction fatigue, it's going to start happening. It's happened already in some areas, so as we put these multiple millions of dollars of funding into our infrastructure, we will have some construction issues, so please be respectful of these barriers, thank you.

6. STAFF COMMENTS:

City Manager Whitehead: Just to follow up on what you just brought up to the table on these projects; currently the Love's Truck Stop is finishing the road and the water line installation for us, so they've had to close that particular stretch of road. They worked with us really well to create a bypass to get traffic around. So we've got that project going on, which obviously creates some frustration in a small area of town. The critical water line project continues to move, we are now bringing that line live, it's hooking up to our system. For the next few weeks, we will have multiple water shutoffs as they tie that line in, just as we had today. This is a good example, the water valve to shut off on one block didn't function, so we had to move two blocks down, which ultimately shut off more of the city than anticipated. Those are just challenges that we just don't know until we come across them. The exciting stuff; for WSPI-1 bid, we did receive bids on that project, I think we had 8 contractors bid on that. We're excited, it came in under budget, looks like we have a qualified group of candidates, so we will be having that go to construction soon. We bid the water meter project, the costs came in. Again, we're

seeing good costs across the board, we're going to be able to bump that from 900 to 1,200 meters. That project will be going out quickly. For the boat dock, we're waiting for the river to come up so they can actually set the structure in, get it to float correctly, and we are finishing those rip-raps, covering that to get that done. The skatepark is just about finished, we're going to be adding on the agenda today, finishing up for fencing. For Foch Street, it looks like it's moving slow but it's really moving at a good pace now. The gas company came in, that was a real hangup and everybody was really concerned. They showed up Monday and they will be gone Friday. They worked until 8:00 last night finishing up. Once they're out of the way and that gas line is solved, it's going to be finishing up pretty quickly. You can see the progress, they're really getting on a trend. We were able to get the annex building stuccoed yesterday, so it looks fantastic. NMDOT has started the restriping downtown. We are finishing hooking up the sewer on Morgan Street to get that project online. We have a water line going in on Cherry Lane. At Cantrell, we've signed on with the engineers, that project is ready to get kicked off. We just received approval to go out to bid for the vac station engineering team. We turned in all of our road applications for new road grant money this last year, and we've started the budget process. We are busy. It's incredible to drive around, and I understand for the citizens, there are road signs and stuff going on, but if we can get through June, I think it will start balancing itself out. But we are working hard, every one of our employees is showing up and giving it a good effort every day. We're trying to get that information out, working hard on the website, so I really support the comments from the Mayor, and we ask the citizens to bear with us, we're trying to make things happen.

Mayor Hechler: Great report, thank you so much for that. The things that we've all worked so hard for are finally coming to fruition, and we have a great manager to make that happen.

City manager Whitehead: I don't know about that.

Mayor Hechler: Well we know enough about it to know, so thank you very much for your efforts.

City manager Whitehead: It's a lot of fun, it's a challenge but it's a lot of fun to see it happening.

C. PRESENTATIONS:

1. National Child Abuse Awareness Month Proclamation.

Mayor Hechler presented the National Child Abuse Awareness Month Proclamation.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Kathleen Sloan addressed the Commission with comments related to:

- 708 Olivo, Williamsburg.

- I request that – you have your ICIP process starting, I believe, April 22nd, you will have two hearings on that day, and the way it usually works is that the public is essentially asked what they want – I'm asking that you educate the public and *then* let them give their input. Traci Alvarez goes around to city directors and she asks them what their priorities are for ICIP projects. I ask that department asset management plans be shown and explained, that support their priorities and any related engineering reports be shown and explained to the public, and *then* let the public give their input, thank you.

E. CONSENT CALENDAR:

1. Purchase report of items between \$20,000 and \$59,999.00
2. Take Home Vehicle Form: Police Department

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

F. NEW BUSINESS:

1. Discussion/Action: Request for Fee Waiver for Family Fun Fest at Ralph Edwards Park.

Korrie Scott, Casa De Luz: Thank you for allowing us to be here today, as we recognize that April is child abuse awareness month. A time to raise awareness, strengthen our commitment, and stand united in protecting the children in our community. Casa De Luz Positive Outcomes Family Advocacy Center, in conjunction with CYFD, would like to take a moment to invite our community to come together in a positive and uplifting way at the Family Fun Fest on April 18th, 2026, from 10am-2pm. Events like this remind us of the importance of connection, joy, and creating safe, supportive environments where children and families can simply enjoy being together, and have valuable resources gather to help and support the citizens of Sierra County. Additionally, we extend our sincere appreciation to Mayor Hechler, City Manager Gary Whitehead, and the City Commissioners, who will hopefully make the generous donation of Ralph Edwards Park for this community event. This gift will provide a space for families to gather, for children to play, and for our community to continue building strong, healthy connections, an important part of prevention and wellbeing. Here in our community, we are fortunate to have many organizations dedicated to protecting and advocating for our children and families. Casa De Luz, a Positive Outcomes Family Advocacy Center, provides a safe and supportive space for children and families navigating difficult circumstances. Casa De Luz, a Positive Outcomes Family Advocacy Center, works tirelessly to ensure that children who have experienced abuse receive compassionate care, advocacy, and the resources they need to begin healing. Casa De Luz, a Positive Outcomes Family Advocacy Center, in conjunction with the Children Youth and Families Department, form a vital network of protection and support. Together, we help investigate concerns, provide services, and work toward safe, healthy outcomes for children and families. The work is not easy, but it is essential. However, our efforts alone are not enough. Protecting our children is a shared responsibility, it requires awareness, vigilance, and

compassion from every member of our community. It means recognizing the signs of abuse, having the courage to report concerns, and supporting families before crises occur. Behind every case is a child who deserves to feel safe, to be heard, and to know they matter. Behind every act of prevention in a community is a community that chose to care. Prevention starts with connection. When families are supported, when parents have access to resources, and when communities come together, we create an environment where children can thrive, and this is what this event is about. Let us use this month of April, not to just raise awareness, but to renew our commitment. Let us support organizations in our community that are supporting families, let us be the voices for those who cannot speak, and let us ensure that every child in our community grows up knowing they are safe, valued, and protected. Together, we can make a difference. Together, we can build a safe future for all children.

Mayor Hechler: Thank you for that presentation, Ms. Scott. Did we have that event last year?

Korrie Scott, Casa De Luz: The year before in 2024, yes sir.

Mayor Hechler: And how did that event go?

Korrie Scott, Casa De Luz: It went great, we didn't do a count, it was my first year putting the event on, but I had been notified that it was the biggest event we've ever had in this community from that April Fun Fest. We're planning on having it just as big, if not bigger.

Mayor Hechler: Perfect. Well I can't think of a more worthwhile endeavor for you folks to take on. Thank you for all you do for our community.

Commissioner Glines: I find it very appropriate to waive these fees in April for the national child abuse awareness month for Casa De Luz. I like that.

City Attorney Rubin: I had a question, actually just looking at the rental agreement that was signed, I saw the name of the organization was listed as Casa De Luz/CYFD.

Korrie Scott, Casa De Luz: We're in conjunction with, we're working together with CYFD. We are contracted with CYFD, and we are collaborating to do this event.

City Attorney Rubin: Got it. I think that's important to note that.

Commissioner Forrister: I agree with Commissioner Glines about waving the fees for this event, it's a huge benefit to our community.

City Attorney Rubin: That's also important from a legal standpoint because, again, you're waiving the fees, but this is not an anti-donation issue as long as the Commission determines that this is actually a community benefit.

Mayor Hechler: That's what my question was going to be, we've got it answered.

Mayor Pro-Tem Mitchell moved to approve the Request for Fee Waiver for Family Fun Fest at Ralph Edwards Park. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Manager Whitehead: I will just comment, OJ will reach out to Casa De Luz, we'll just need to put together an agreement on that, we have to do the contract with the waiving, the time, and those items. Our general rules that we passed, it is going to require that we do have a security deposit, so that is part of our rules so we will have to do that, get that waived, so we'll work through all those conditions as well.

Mayor Hechler: Sounds perfect. Let's make this one work.

City Manager Whitehead: Yep.

Mayor Hechler: Ms. Scott, thank you so much for your presentation, and thank you to your staff.

Korrie Scott, Casa De Luz: Thank you, appreciate your time, thank you very much.

2. Discussion/Action: Approval of the Elephant Butte Annex – 68.579 Acres.

City Manager Whitehead: I apologize, I don't have the date, I think in December, the Commission approved, in tentative discussions with Elephant Butte that we would not be adverse to their work to attempt to find out how they would proceed with changing the annex, or the boundary lines between the two cities. At that meeting, I'd indicated that the land appeared to be about 20+ acres. We were unaware, as we had not surveyed it. What you have in your packet now is the work performed by Elephant Butte to create the actual boundaries that we had discussed. The boundaries come out to be 68.579 acres, of which, 5 acres belong to the City of Elephant Butte, where their wastewater treatment plant is, and the remaining acres belong to the developer, Turtleback Mountain. You'll see the letter in the packet from those folks. One of the requirements of an annex would be that you would have comments from any affected property owners. In this case, we only have one property owner, and we do have a letter from the developer saying that they are in favor and they have no reason to be adverse to this particular action taken by the City. I took the additional time to reach out to the County Assessor to review the parcels of land. The Assessor, off of the tax rolls, estimates that the value of the land in that area has a value of \$53,963. So the taxing value for the entire track is \$1,728, of which, the City of Truth or Consequences, based on our mill levy, would receive \$227 annually of this particular track of land. One of the requirements of being part of our city would be that at some point, we would have to provide services, we would have to take water and sewer. The electric in that area is provided by Sierra Electric Co-op, so they would have to take care of that. By switching this property, I will again remind the public and the Commission that we do *not* own any

land in that, we are not giving up any property, nor any property value. All we're doing would effectively be changing the boundary of which the City of Truth or Consequences lies, and now the City of Elephant Butte has the jurisdiction and the responsibility for that. In this case, it would be in the developer's best interest to be working under one jurisdiction versus two. The potential opportunity for them to decide to now develop is an opportunity which would then, potentially, increase assessed property values in the county if they so chose to do so. The Assessor was clear and quick to point out to me that the majority of the land does lie inside Cuchillo Creek, so it's pretty much undevelopable land in that particular area. Before you today, you have the map that shows the process, the action today would be to approve and sign off on that particular map, and then authorize Elephant Butte to continue the process. Elephant Butte would submit this map to the Boundary Commission, they'll submit this map to the Department of Finance and Administration, they will also submit the map and the proposal to the Department of Taxation and Revenue; those three agencies have to either decided that they have jurisdiction or that they do not, and then primarily Taxation and Revenue, would then change the boundaries because of the taxing district. We would lose that particular part for taxing, Elephant Butte would pick it up for taxation, and the tax rate in that area would change. Your action today would be, again, to accept the plan, and then to authorize Elephant Butte to complete the process and provide us some notification from one or all three of those agencies that some formal action has taken place.

City Attorney Rubin: I think it's important to note that the City of Elephant Butte, they're the ones that have the responsibility of doing this. They're the ones that have to prepare the annexation application, and be in touch with the city agencies. Really, what we're doing is just concurring in their actions to do so. But again, we're not making any warranties or representations about how they should do that, that will be up to them to do it properly.

Mayor Hechler moved to concur with the City of Elephant Butte's efforts to annex the certain 68.579 acre track of real estate that is delineated in Exhibit A (attached). It is the City of Elephant Butte's sole responsibility to properly follow state law to effectuate said annexation. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approval of Cost-Based Internal Electric Billing for City Facilities.

City Manager Whitehead: Last year, coming on board, I didn't fully understand everything we do with utilities. We have over 105 meters in the city that we charge ourselves utilities. The primary reason, which is a quality reason, is to meter the water that we use. There is a cost to us for the electricity, but we're charging ourselves at the full set retail price, like we would charge any customer, and I have to budget those extra costs. So I'm paying myself, I'm moving those costs into the electric, water, wastewater plant, solid waste, and then I'm transferring those dollars out. This came to light, as we are a little bit over budget on the utility side of the house. In order to fix that, I have to do

a budget adjustment to bring that up, and it's not revenue, it's not dollars to us, it's really a fictitious number, if you will, it's an inflated process within our budget. So, the proposal before you today would be to allow us to change the rate within our city Utility Department to be cost plus a penny. So, we have a set cost of about 9 cents per kilowatt hour on the electric side of the house, that's the biggest expense to us. Now, we can't waive the fee because we pay for the electricity. We buy the power from Sierra Electric, through an agreement with Tri-State, so we have a real cost. This would allow us to make sure that the Electric Department makes that compensation, and that the Electric Department does receive at least a penny per kilowatt hour from these City Departments to help them maintain the infrastructure. So that's the request, and then as we complete the budget, I would be able to clean this up a little bit more, and present an overarching plan on how we might potentially charge ourselves for water, wastewater, and trash collection. In this case, you can see by the presentation, this will save us about \$25,000 in the last quarter for an adjustment, which I hope will help us stay in line so that we're not having to submit for a budget adjustment for dollars that we're really not transferring, we're moving them from one pocket to the other. Just a little clean up to help us keep the budget in line. We're running a really good budget, everybody has worked really well on it, we're not over budget in many areas, except this one here that we missed. With that I will stand for any questions.

Mayor Pro-Tem Mitchell: Just one comment, how is this going to work with the dissolution of the penny? Just kidding.

City Manager Whitehead: I'm going to collect more pennies.

Commissioner Glines: Do we have intent to do this with water and wastewater that's going to our building?

City Manager Whitehead: That would be my intent, it's a little bit difficult to assess the amount per gallon, because we charge ourselves in thousand-gallon increments. To offset what our costs are, it's a bit of a – but yes, it would be the intent, to cover our costs for production for the City, and that ultimately, we know every meter, we measure every meter, and we know what our consumption is. Without metering, we potentially could be wasteful.

Mayor Hechler: Thank you. It sounds like it's streamlining the effects of what you're trying to do, so it makes it easier and simpler for you folks as far as budgeting goes, and it makes it easier for us as far as approving things. I think it's a good catch.

Mayor Pro-Tem Mitchell moved to approve the Cost-Based Internal Electric Billing for City Facilities. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Earth Week Cleanup & Earth Day Partnership with Sierra County.

City Manager Whitehead: Mayor, soon after coming on board, you and I had many conversations on how we could continue to improve the pride in our community, and work on those efforts. We have a long way to go, there are a lot of challenges in, but one of them was to try to bring back the Earth Day and that free day when citizens could bring residential waste to clean up their yards. In talking with staff, we identified some challenges early on. They had done those days where you collected one day only on Saturdays, and the staff felt that it was a very intense and hard day on everyone including the system. Cars would line up all the way down Broadway for hours, you would have angry customers, and then it also felt like we were taking waste from everywhere throughout the county, so you weren't just getting residents. Early on, Sierra County Commissioner Jones came to us and said that he really wanted to do something county-wide. In working together with the county manager, the county has come up with a plan for the 24th. They're going to use their collection stations, buy and pay for additional carts so that residents of the county will be able to bring waste to their locations, and then the county will bring that waste to us. What we tried to come up with was a way that we could just benefit the citizens of T or C and the citizens of Williamsburg, both that pay a tipping fee for us. What we've come up with is a 4-day opportunity. We would offer to every citizen that pays an electric or trash bill, on the 17th, 18th, 20th, and 21st, at one time only during those dates, they could bring up to 2,000 pounds of trash, one ton, and we would recognize them as a resident or user of the system, and we would accept that trash at no cost to them. We think by spreading that out over a period of time, it should work where we're not killing the system, residents could decide when they wanted to come on off days. We expect that Saturday will still be busy, we're going to run a full crew on Saturday, and then what we would do is partner with Sierra County on the 24th and take dumpsters to the Sierra County Fairground to add to their dumpsters, and then we could accept trash from organizations that want to do a potential cleanup, if they want to go out and pick up trash and do a street pickup or anything like that, they could bring us bagged trash on that day and we will also collect it. We will *not* be taking trash at a free nature after the 21st. What we're asking today would be that you acknowledge and approve us to provide the citizens of Truth or Consequences only, that have a utility bill, up to one ton of trash at no cost to them, during this period of the Earth Week program. We would also ask that you allow us to charge the county on the 24th for the tipping fee that they would have, to reduce that to our exact cost what it would cost us to take that trash for them and move it out. That's our benefit to say to Sierra County, "You will collect it, we won't have to take those citizens in through our system, you'll bring it to us." And they have agreed they will try to stagger that over three days, so they will bring some Saturday, and some Monday and Tuesday. We're not going to get killed and have extra debris staying on the tipping floor. The staff has worked through this, we've round-tabled it four or five times to come up with what we think is a fair and reasonable idea. The consideration on this would be that we're cleaning up our residential areas and we're providing a service back to the citizens of Truth or Consequences, so it would qualify.

Mayor Hechler: It sounds like a great program.

Commissioner Glines: My only question is, is it per resident, per utility bill, or is it per utility bill, if a resident has multiple bills?

City Manager Whitehead: We're hoping that the spirit would have residents come one time with one utility bill at one address, and bring a couple thousand. Obviously we know we don't exactly know how it's going to go, so I think we could talk about all the conditions that could happen. You know, I don't think we're going to ID you and scan you in, we would hope that the spirit of the event is there. This is not for commercial trash, this is strictly for residential customers. If you're over that one ton limit, we are going to charge you, and we've talked about a condition. If somebody came in with 2,300 pounds, we are going to take it. If somebody comes in with 3,000, we're going to have to charge them for the extra 1,000 pounds. But yeah, the spirit would be one resident, one bill, but you could have a property on both sides of town and come twice.

Mayor Pro-Tem Mitchell: That was just my concern too, what about people in apartment complexes where the utility bill is in the landlord's name? Same kind of thing?

City Manager Whitehead: If you look at the bottom of our flier, for those residents that are renting and don't have the utility bill, they can contact the utility office, and we will prepare a manual voucher we will give them once they verify that they're paying the bill through their landlord. And again, one time, so that would take the landlord's ability to do that. We're trying to be as receptive as we can.

Mayor Hechler: I thin the goal is to accept as much trash, get as much trash out of our community as possible, and not try to be overly enforcing in the way we interact with folks, so that we can get this stuff off the street. I do have one question about Code Enforcement, and their efforts prior to this event. Maybe we can entice people to clean up their properties a little bit better?

City Manager Whitehead: The Chief and I have spoken about Codes being able to drive around, provide a letter, and ask residents and remind them that this is an opportunity for them to clean up and kind of take that first step. We will be trying to do some enhanced enforcement where we can.

Mayor Hechler: Thank you, good progress on this project.

Mayor Pro-Tem Mitchell moved to approve the Earth Week Cleanup & Earth Day Partnership with Sierra County. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Update: FY2028-2032 Infrastructure Capital Improvement Plan Implementation.

Assistant City Manager Alvarez: We're getting ready to move into the ICIP timeframe, so what I've brought to you today are some proposed public meeting dates and overall dates of presentation and implementation. We're proposing to hold a public meeting in the afternoon on the 22nd of April, and again, on the 22nd of April after the 4pm Commission meeting. On May 13th, we would like to do a public meeting prior to the 9am Commission meeting, and then presentation to the Commission during that Commission meeting, we can get some input from the Commission and then potentially come back to the Commission around the 27th of May, and then have you do your review and final ranking. The ICIP plan entries are due July 1st, so that leaves us plenty of time to review and implement. As a reminder, last year they implemented a new system; it's kind of an ever-changing system, it's a much better system than what it was previously, but they are still making some tweaks and updates. It seems like every couple months, there's new information we have to input, so I wanted to ensure that there was plenty of time. We will be working with our COG again, Evette, that assisted us last year with the ICIP. She will be assisting us again this year. Within your packet, you have the projects that were identified and ranked last year, so this will give you the opportunity to start reviewing what we had on that list, and you'll recognize some of those as ones that you guys vetted for up in Santa Fe as well. There is no action on this, it's really just an update. With that, I will turn it over to the City Manager for any input and guidance he has.

City Manager Whitehead: Thank you Traci, I appreciate the effort. The process is changing a little bit, it's getting more streamlined which is really nice. What I would ask each of you to do – I've looked it over and again, I don't see much on the list that would come off. It's kind of a living document, so we'll keep moving some projects down. Certainly, each one of you need to be looking through your neighborhoods. The most important is that you, as representatives of your citizens, need to find those projects that you feel you've been asked about that may or may not be on there, so we can begin to vet those items. Look through the list to see what comes up that need to potentially move up. Primarily for us, the only time that ranking is valuable is when we go to the state legislature for capital outlay. That's when they're looking to see if it's in our top 5. The year before last, they said you should kind of divide them up and present in two phases, your top 5, some to the governor, some to the legislature. This year, when we were at the legislature, they all said, "You should have put them all in to us." So there's no hard, fast book. But I think the most important thing would be recognizing what the top 5 things are that you would expect us to go back to Santa Fe for next year, to advocate for. And again, what are the projects on here that need to be moved up, and what projects are not on here that you've heard from your citizens about, that deserve to be on here, or at least deserve to be presented to the documents.

Mayor Hechler: The first thing we want to look at is the dates to make sure they will work for all of us so that we can attend at least some of the meetings.

Assistant City Manager Alvarez: We'll be doing the advertisements in the paper, and of course, we'll be accepting public comment via email. Last year we took it off Facebook postings as well. We'll gather as much public comment as we can.

Mayor Hechler: Can people mail in comments?

Assistant City Manager Alvarez: They can do that. They can call them in if they'd like to call. They are welcome to give me a call and I can make notes.

City Manager Whitehead: I would assume that even our online portal will be better this year. We were just kind of getting started, and I think this is one of the first acts that Carrie, as our new PIO, kind of got started, where the public can put their requests in through the website. We'll continue to mature that process as well.

Mayor Hechler: I'm very comfortable with the new format, it looks a lot better than previous years, where we had multiple pages. This is condensed, it's a little easier to read, and it makes a little more sense, I'm glad it comes out this way. I had a question about the first 5 projects – we've had movement on several of the projects, with funding in various stages. How do we deal with the top 5 projects as we move forward, knowing that we've had some success with some of these projects? Do they stay in the top of do we move some others up that we're maybe trying to push a little bit harder?

City Manager Whitehead: You would move items up that you feel we need to push on. For example, let's take the 10 megawatt substation. We didn't receive any real motion on that, it didn't seem to really catch anyone's attention, so it may be one of those items that's not going to get capital outlay intention, but it's still important to us. So maybe it slips down to 6, 7, or 8. I think that's how we have to consider these items, what do we have with the best opportunity to potentially get funded. Wastewater – we certainly want to keep that in the top 5 tier, we still need to raise another couple million dollars in those funds, so it certainly needs to be there. Marie Street – we were fortunate, we received \$375,000 to start planning, we have an application in for \$1.5 million to Colonias. If that fund comes, it would be easy to slip Marie back down to 6, because we would have a pot of money to begin working. That's the way I'm going to be looking at its structure, what do we have the ability to do, and what do we still need to fight for?

Mayor Hechler: And we don't want to jeopardize any success that we may have, but we want to identify the items that we need, obviously.

City Manager Whitehead: I re-emphasize, with the exception of capital outlay, that's the only place that asks us to only bring them our top 5 projects. Otherwise, the funding organization says, "Is it on your planning document?" so we should know what we're fighting for in the next few years and make sure it's on the document, whether it's 1 or 15, they're not asking us for its ranking, they're just asking if it's something we're planning for. That's where I think it's important for you to use your connection to the public and those folks that are visiting with you to determine what's not on here that needs our attention.

Mayor Hechler: We're not looking for approvals here, but just a general discussion, are we all okay with the dates?

Mayor Pro-Tem Mitchell: Yes.

Commissioner Glines: Yep.

Mayor Hechler: Okay, seems like we're okay. That was an update item only, so we don't need to take any action.

6. Discussion/Update/Action: Purchase of 8inch Pressure Sustaining Valve within the Shovel Ready Project.

City Manager Whitehead: For this project, the action item we had on the agenda, we were going to bring this for approval, the contractor was ready to go, and it fell under the threshold, so we approved the change order and the purchase for this valve. One of the challenges we've had with the schools is for a period of time, the City has had issues with our system, and those issues have caused the schools to shut down. Primarily after the roundabouts were put in, there was a period of time where they couldn't get enough water pressure, that lack of water pressure caused the fire system to not be adequate, so there were many days where the school had to close. This past year, with two water leaks, we shut the schools down twice. The school had began to prepare to ask for emergency funds to put a storage tank on the property so that they could effectively have enough water supply, if we couldn't supply them water, or while we're doing our construction, they wouldn't be shut down. They have days they have to get kids to school, and it's a challenge every time that happens. In looking at the project, we recognize that first, it would be a really tough timeline for the schools to find \$1.5 million to \$2 million from state emergency funds to get here, design, and construct before we're going to be done building the water lines in their area. Our position, and what we shared with the school and the school's superintendent was that we felt like we were putting them in a position where they would be potentially taking money from a system, and it would end up being a waste. We never failed in delivering them water until recent times. So what we did is we had our engineer go back and look at what we could do in that particular area, and the first major thing that we could accomplish would be to install this pressure sustaining valve. At the top of Silver Street, this will actually catch Sierra Vista Hospital, it will take care of Palomas Springs Healthcare, and the schools. If you take a look, with this valve, if we have a failure of water below the system, below the hospital, anywhere from there to the river, this valve is going to pick up when pressure drops below 50 PSI, and it will automatically shut down, which will then protect the loop. The water comes in from two directions, it comes in on Smith Street, you can see it on the map within your packet, water feeds in from the roundabouts, and it comes all the way down to Silver, that's where we're putting the new water line. Right at the bottom of Silver Street will be one of our new pressure relief valves for that whole area, which will be fantastic, but this is going to be at the top. So this valve will shut off pressure and the

school will not lose pressure, it'll come in from the North loop. If we have a failure on the line on Smith Street while we're building – because that's the next place where we'll be installing a new line – a new water line will come all the way from the roundabouts, around the elementary, and down to Silver Street. If we had a failure there, we've identified all the valves, we are starting to test those valves with the school, we're going to work directly with the school so they can go in and shut – so then we could shut off the valve from the North side, and create water flow from the South through this particular valve, where we would be able to maintain pressure at the school under any condition. Then we would have the same situation at the high school, we have one main feed that comes in from our 12-inch line that feeds the tanks up by the new Love's. You can see, on the map within your packet, the yellow line coming in from left to right. Those are the two valves that we could not find this last year when that main line broke. If we could have found one of those two lines, we would have been able to shut the water off there and the school would not have had to shut down, but because we couldn't, we were just back feeding the flow from there. So we've now located each of those lines. Each of the blue dots on the map would represent an area that we could shut off for the schools. What we've put together, in working with the schools, is a map and an emergency plan that would allow us to preserve and protect the schools so that we don't have a water loss, and they don't need to go ask and request money that's going to do us zero good, it's not going to be a benefit to us. You can see from this map, the water loops, whether it goes out the yellow line to the tanks, water would come in from the Wets to the East, or it feeds around by the roundabouts and comes in from the East to the West. So the school is protected from two ways, by looping, and by having these valves and this pressure sustaining valve, we should be able to protect the school from having a loss of water pressure. Then having the confidence in us gives them the ability to maintain. The last time, they shut the school down within the first 30 minutes of the pressure dropping, and we had the water pressure back up when we got to the valve on top of Smith. So again, our efforts here, Mayor, are to follow your lead and say that we're doing everything we can to be a good partner with the schools, and not have families needing to pick up their kids in the middle of the day, and potentially lose a school day. So that's what's in front of you, there technically is no action. You could vote to accept the plan, move the plan, authorize the change order, but we've already authorized that and the construction company is in place, putting that valve in. The other thing I asked them to do with this valve, the green line that feeds around the elementary school is a 6-inch line, we're putting in an 8-inch line and a 12-inch line. We're not putting any main feeders to 6-inch anymore, so this sustaining valve is an 8-inch valve. Once we're done and we disconnect the 6-inch line, and it's no longer serving the schools, we'll take this valve out, put it into inventory, and we can move it and use it in other locations. Really, again, not wasting these dollars, and putting them to the best use we can for the community.

Mayor Hechler: Perfect report, you answered all the questions.

Mayor Pro-Tem Mitchell moved to approve the Purchase of 8inch Pressure Sustaining Valve within the Shovel Ready Project. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Manager Whitehead: And again, we've also included the superintendent and the director of school maintenance into our weekly meetings for water, all the water projects. So they're getting emails, they're getting the updates, we're inviting them, so we're attempting to get everybody that's involved into the room to be a part of what we're trying to do. That way, we're not leaving anybody behind or making errors that we could have avoided.

Mayor Hechler: Thank you.

7. Discussion/Action: NMFA Planning Grant Award – Effluent Water Preliminary Engineering Report (PER).

Assistant City Manager Alvarez: We applied for a planning grant award to the NMFA, and we were awarded. The funding award is \$75,000. This will give us a preliminary engineering report pertaining to our effluent water, it'll take a look at the Armijo park effluent pond, and pumps park irrigation, a truck fill, and the booster station there, as well as the effluent course main to the golf course. And it'll look at the golf course effluent ponds, pumps, and irrigation system there. As well as potentially identify additional locations where we can utilize effluent sewer for irrigation, potentially all the way up to the cemetery, for which we're using potable water now. Again, the award is for \$75,000, we need to enter into a contract or proposal with an engineering firm by July of this year. Our hope is that that proposal would come in at the \$75,000. We have a great City Manager who's really good at negotiating with the engineers. But if the proposal comes in above the \$75,000 that would come out of our local funds.

Mayor Hechler: Manager Whitehead, we have an excess amount of effluent water, don't we? Doesn't most of it go into the river?

City Manager Whitehead: That's correct.

Mayor Hechler: So a beneficial and efficient use for this effluent water would be a great benefit for our community.

City Manager Whitehead: That's correct. I had an opportunity to actually sit and look at our newsletter, I get to see it and proof it, but I never really sit and read it. If you take a look on the right hand side, it tells you how much effluent water we produce, what we sell to trucks, what we put on the golf course, and we generate about 600,000 gallons of wastewater per day. Our discharge permit is for 1 million gallons per day, and we're at about 60%, and we're not even close to using that. Every place that we can find to use it is a recycle opportunity, it would save us dollars, and it's a good benefit.

Mayor Hechler: It is, perfect.

Mayor Pro-Tem Mitchell moved to accept the NMFA Planning Grant Award – Effluent Water Preliminary Engineering Report (PER). Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Variance request 312 N. Joffre St. pursuant to setback requirements.

Assistant City Manager Alvarez: We had a public hearing for a Variance request at 312 North Joffre on March 9th. There was a motion made at the P&Z meeting to recommend approval. We had two members vote yay, two members voted nay, we were one member short at the meeting. The applicant is requesting a Variance, they want to do a remodel on their kitchen, and a small extension on there, but the extension of the kitchen would be placed within 11-foot setback from the property line. The R-3 district requires a 20-foot setback. You'll see on the site plan within your packet, it does show where the kitchen extension area will still be within their existing fence line, so they are not exceeding outside where their existing fence line is. You'll also see, there are parcel maps within your packet, if you look at the overall property line, you'll see that the structures that are in that area do extend out farther than potential remodel or extension. The applicant was unable to attend the P&Z meeting, he was out of state at the time, he is here if the Commission does have any questions, and with that I'll stand for questions as well.

Nick Gadbois, Applicant: Hello, I don't think I've ever done a Variance in my life, but in this case, this house at 312 N Joffre, I measured the kitchen today, it's 6 feet by 8 feet. So it's like a submarine kitchen. The entire property, as you can see, there's a wooden fence that goes across these two houses, so it's not really visible to anybody. I was glancing through, from the minutes from the meeting before that I wasn't able to attend, and there was one concern about "Well why not just put it out in the back?" well, that's not possible because it's a drop-off, like three feet from the back of the house, it's just a drop-off down to the city maintenance facility. I like to try and upgrade a property the best I can, for the sake of the property, and it's a small addition, but it would just let the kitchen kind of breathe, and be more enjoyable. You could even have a tiny little dining room there, but otherwise, there's nothing. Any questions?

Mayor Hechler: Since Planning & Zoning came to a 2-2 tie on it, I made a visit to the property earlier today, to see what it looked like. I had some concerns in that it looks really busy, it's really congested. I have some fire concerns, just because we're going to add another addition there, but I spoke with Assistant City Manager Alvarez, and it's going to be reviewed by our Fire Chief, right, if we do approve the Variance?

Assistant City Manager Alvarez: If the Commission approves the request for Variance, then he'll have to submit the site plans and development plans to our office. Any

development plans also go through a flood plane and Fire Chief review and approval, that's part of my process.

Mayor Hechler: That was my only concern. I noted that it is kind of in an alleyway.

Nick Gadbois, Applicant: Yeah, I mean, North Joffre is an alley, it's gravel. Garbage trucks, I saw some just today, they're going through there. A small fire truck could do it. 316, that house is already way closer to the fence line than this red house extension that I'm proposing, and the house on the corner of Joffre and Ash Street, that house is right up 3 feet from the alley. So that's grandfathered in, that's already there. So I'm not really changing anything, I understand the concern about fire.

Mayor Hechler: I think you're okay, I would be inclined to request to approve the Variance, contingent upon inspection by the Fire Chief. If he's okay with it, I think I am.

Mayor Pro-Tem Mitchell moved to approve the Variance request 312 N. Joffre St. pursuant to setback requirements contingent on the inspection by the Fire Chief. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Conditional Use Permit 809 Juniper.

Assistant City Manager Alvarez: This is a Conditional Use Permit for a shipping container. The property is located in the R-2 district. The container has been located on the property since 2020, which was prior to the implementation of our Shipping Container & Special Use requirement. Approving this would bring the property into current compliance.

Mayor Hechler: We tackled one of these a couple of meetings ago, and approved that. For that reason, I think I'd be inclined to do it again here.

Mayor Pro-Tem Mitchell moved to approve the Conditional Use Permit 809 Juniper. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 50 25/26 Budget Adjustment Request.

City Manager Whitehead: In front of you is a budget resolution, I am presenting that today for our Finance Department, as they are off at training, which is always exciting. You have three items on the budget adjustment. The first one is our insurance for unemployment insurance. As typical for insurance, the rate came in a little higher than what we had budgeted, so we need to increase to \$34,660. We definitely need to pay

our unemployment insurance. The second item is the \$75,000 grant that you've approved from the New Mexico Finance Authority. The adjustment would accept the revenue into our budget, and authorize the expenditure. The final item is for parks & rec increase, this will go into the Parks budget at \$20,000 which will go into fixing and repairing the fence around our skate park. Our skate park is being completed, but we need to fix and protect the fence. We are going to put a three sided fence to catch the side, so that on the street side and the river side, the structure is protected from potentially skaters losing their valuable boards into the river or onto the street. Those are the items on this adjustment.

Mayor Pro-Tem Mitchell moved to approve Resolution No. 50 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. 51 25/26 Sale of Surplus Property to be sold at the April 11, 2026 Willard Hall Auction.

City Clerk Torres: We have our dome that used to be over the swimming pool, that we can no longer use, and it's just taking up space. We're wanting to try and sell it in an auction. Willard Hall is having an auction on April 11th, so we're going to try to put it in there and see if we can get it sold. It does have some accessories that go along with it, so hopefully somebody can use it for something. It's worth the effort, though, because it's just taking up too much space right now.

Mayor Hechler: Mayor Pro-Tem Mitchell, I'd like you to weigh in on that.

Mayor Pro-Tem Mitchell: Yeah, the dome is no longer able to be used at the swimming pool, so it's just been taking up space for years. Some of the accessories include electronic door frames that would open and close to keep the bubble up, I think there are some lights in there, stuff like that. But it's all just wasted space right now.

Mayor Hechler: What material is it?

Mayor Pro-Tem Mitchell: The canvas is some kind of polyether urethane, to be the inflatable part. There's also a tarp that covers the pool for construction purposes, that's included in that as well. We did have somebody make an offer to buy it from us last Summer, and I think that's what started this conversation to get it. Mainly, it's in the only shaded place at the swimming pool where people can sit, and they can't sit there because it's full of all of this useless stuff we can't use anymore. OJ did a complete survey of everything that was in there to include, and hopefully it can go to auction and be removed so we can have some shaded seating area opened up.

Mayor Hechler: When was the last time we put it up?

Mayor Pro-Tem Mitchell: 2017.

City Clerk Torres: Yeah, it's been a while. And we will take pictures, of course we can't take it to the auction, but we'll have pictures available over there so they can see what it looks like.

City Manager Whitehead: I would also point out, the canvas structure, as I looked at it, is probably the least expensive part of it. There's a fully-functional air conditioner system that's still on the site, that we would potentially try to find a buyer for down the road, and then there's an auxiliary pump that was used to keep the air pressure up. Both of those are pad-mounted inside the structure, so there will be some additional value, and we can find out how to move those.

Mayor Hechler: So those won't be separated from the auction, they'll identify those things as the value –

City Manager Whitehead: We would sell those separately.

City Attorney Rubin: What the City Clerk and I spoke about yesterday is that we're convinced the value of this is a very modest amount. That kind of lessens some of the requirements I would normally be concerned about.

Mayor Pro-Tem Mitchell moved to approve Resolution No. 51 25/26 Sale of Surplus Property to be sold at the April 11, 2026 Willard Hall Auction. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried 3-0.

H. EXECUTIVE SESSION

- 1. Threatened & Pending Litigation (Dianne Gunning) pursuant to 10-15-1(H.7).**
- 2. Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7).**

Mayor Pro-Tem Mitchell made a motion to go into executive session at 5:12 p.m. to discuss Threatened & Pending Litigation (Dianne Gunning) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7). Commissioner Glines seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 5:22 p.m.

Mayor Pro-Tem Mitchell certified that only matters pertaining to Threatened & Pending Litigation (Dianne Gunning) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7) were discussed in Executive Session and no action was taken in executive session.

CITY COMMISSION MARCH 25, 2026 REGULAR MEETING MINUTES

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

- 1. Threatened & Pending Litigation (Dianne Gunning) pursuant to 10-15-1(H.7).**
- 2. Threatened & Pending Litigation (Ron Fenn) pursuant to 10-15-1(H.7).**

No action was taken.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 5:23 p.m.

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

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: F.3

SUBJECT: City Commission Workshop Minutes, March 25, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 31, 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 4-8-26

WATER / WASTEWATER STUDY REVIEW MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MARCH 25, 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. Amanda Forrister, Commissioner - absent
Hon. Destiny Mitchell, Mayor Pro-Tem
Hon. Ingo Hoeppepner, Commissioner - absent
Hon. Chaz Glines, Commissioner

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Angela A. Torres, City Clerk-Treasurer

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

2. PUBLIC HEARING:

A. Present key findings and recommendations from the rate study:

City Manager Whitehead: It's good to be with you here today. We accepted the rate study in January that was presented to us, and agreed that as we moved through this process, we would take more public comment, try to have public meetings, and work to understand what we need to do; do we need to raise rates, etc. Kind of an overview of the process. So what I will say today is, it's really just kind of a casual meeting today to take in what I think the rate study tells us, how I think we should approach it, what the weaknesses are, what the opportunities are that we have, kind of put some numbers on. I think we could look at the report, obviously it's a lot of pages, but in my opinion the consultants did a really good job understanding what we have been doing, what our net costs are, etc. So the biggest item to take on is, what percentage would we want to raise rates? I think that's an easy one to look at. Their proposal were three styles: The first is to stay at a 3% rate, which is what we currently do, every year our rates are going to go up at a 3% rate for the residents, 5% for the consumer. The next option would be to go to a 6% rate increase with an 8% on the consumer side – that was obviously the recommendation from the

CITY COMMISSION MARCH 25, 2026 WATER/WASTEWATER RATE STUDY REVIEW MEETING MINUTES

consultant, to accomplish what the target was. I think it's fair to assume that for all of you that have been doing this for a while, your focus has been on the debt. The debt service continues to mount. We have three current loans with the USDA, that seems to be the program that brings us the most debt, they require somewhere between 30%, one of them is 40% on those debts, and those payments are high. So we're going to talk about that when we get there. Let's start with the PowerPoint presentation you can find within your packet. On slide 11, you can see the current city water rates. Right now, we charge a rate of \$19.48 to every resident. That will go up by 3% next year. What that does for the citizens is puts water at your door. We're going to charge you a base fee to say, "Whatever you want to do with the water from this point forward, we're delivering it to you and we have a cost to do that." What I've learned from the electrical side of the house is, you really ought to assess that fee on what your flat costs are, not really to grow the system, not to buy capital, not to pay debt, but what does it take every day to make sure that the citizen or the business has water at their door, that's kind of what that base service fee should be. If you look down the list here, you can see that we charge everybody exactly the same fee, whether you're a commercial customer or you're a residential customer. Only an industrial customer pays a higher amount here for monthly billing. The next thing you would be looking at is called the volumetric rate, that's what we would charge a consumer that uses. So we charge you \$19.48 to have our water, and if you do nothing with it, you're going to pay us \$19.48. On the volumetric side, we allow you up to 2,000 gallons. I think I understood from the consultant and in communications with the utilities director, that was in relation to saying the rates on the base rate had kind of gone up so significantly that they wanted to find an offset, so they allowed this to be where you would get 2,000 gallons for the \$19.48. So if you're really solid in your water management, if you're very conservative in what you do, you effectively could get water from us for \$19.48 a month, and keep it under the 2,000 gallons, and you'd be okay. Then we move up, as you can see, we start charging by 2,000 gallon increments. Tier 1, 2,001 gallons – 7,000 gallons: you would pay us \$3.41 per 1,000 gallons. If you use 3,000 gallons, it will be \$3.41. If you use 7,000 it'll be \$22 and some change. But that's how it goes, so you would click up per 1,000 gallons on usage. Effectively, we're charging everybody the same base rate, and then we're collecting money based on your usage. One of the things we learned from the consultant is that systems across the country try to use volumetric charges to create conservation practices, so the more you charge for the water you use, hopefully the more the resident or the user says, "I better conserve water." the cheaper it is for the water, the less that they're likely to use it. That should be something we take into consideration.

Mayor Hechler: Regarding the volumetric rates, we're starting between 2,000 and 7,000 at \$3.41. Now from 7,000 to 15,000, we move to \$3.86. We don't go \$3.86 from 2,000 to 15,000? It's broken apart.

City Manager Whitehead: That's correct. You're going to pay \$3.41 for 1,000 gallons of water, up to 7,000 gallons. Then the system says, "Now I'm going to charge you \$3.86 per 1,000 gallons for everything over the 7,000, up to 15,000." Then it'll go up to the \$4.34. Our system is always calculating that new rate as you go up. You can see that the cost

CITY COMMISSION MARCH 25, 2026 WATER/WASTEWATER RATE STUDY REVIEW
MEETING MINUTES

gets higher and higher i.e. that was an idea to try to create conservation. It doesn't take up the whole bill.

Mayor Hechler: Okay, thank you.

City Manager Whitehead: Moving onto Wastewater, slide 13. You can see that we charge pretty much the same fee, the access fee. Wastewater is a little bit different, there's no way to really measure, you don't have a meter at the end of your property calculating it, so we calculate wastewater off of what your water usage is, and it's capped for the residents. You're only going to pay us so much limit on your wastewater, I think that's 7,000 gallons is the top, I could be wrong there, but you're not going to pay for every gallon of water you use. For our residents, we do a calculation in the Winter months so that we can figure out – when people are using less water, we kind of set that base line, and then that tells us what your rates would be set at for wastewater. But it's absolutely tied to water. If you have a water meter on, you're going to pay the city for wastewater. If you continue to slide 15, we can look at the scenarios. Scenario 1 would really be to stay status-quo, continue following the CPI. The norm across the system is to say that the consumer price index rises at 3%. That's really not the case, there are multiple consumer price indexes, we could pick a utility price index, but this is across general and sometimes it's 2%, I think right now it's a little below 3%, but on average, what we're doing is using 3% as a base line. Every year, you're just going to go p 3%. So even though it does say "annual CPI" we're not taking into account a particular day, looking at what CPI is and saying, "That's the next year's base line for raising rates." Because if you did that, at some point, when we came out of COVID, when CPI went up to 9%. If we were using that strategy, you would have gone up by that much on an annual basis. So scenario 1 would be to continue doing what we're doing.

Kathleen Sloan: You have been charging an actual CPI, it was almost 3%.

City Manager Whitehead: I'll go back and review that, understood. So, scenario 1 would be staying with that strategy. Scenario 2 would be staying at 3% and then raising the commercial side to 5%. The other items that the consultant identified that we could potentially do to create more revenues would be to phase in equivalent meter rates. As you saw, we're charging \$19.48 whether you have a ¾-inch meter, or you have a 4-inch meter. The consultant pointed out that if you had a 4-inch meter, you have 25 times the amount of volume you could draw from our system, as opposed to a resident that only has a ¾. So that would be an area where we would consider saying, "The larger the meter that you have on your property, the more your base rate would cost, because we're producing and providing you more dollars." Another item identified by the consultants would be to phase out the 2,000 gallon rule, so that every meter, if you stayed at that rate, no matter what, we would start charging you at 0 for the water that you begin to use. So if you started at \$3.41, it would start at 0, once it passed 2, you'd go to the next limit, and so on. They've proposed that we increase the rate for the outside users, this would take in Williamsburg at a 1.25% multiplier, so we would effectively charge anyone that we would sell water to outside of our city boundaries, we would add a 1.25% multiplier to those bills, and then just standardizing all minimum bills. The second scenario they've

CITY COMMISSION MARCH 25, 2026 WATER/WASTEWATER RATE STUDY REVIEW MEETING MINUTES

recommended then would be to go to a 6% residential increase, and an 8% commercial increase, and then maintain all those same conditions. Different for the phase in for the meters, eliminate free water to 2,000 gallons. I'll move onto slide 16, this is the chart that they presented, so you can see on a 4-inch meter, we effectively can deliver you 25 times the water that you get if you have a ¾-inch meter. On slide 17, you can see the revenues from our water system going forward. They created a test year, they took a look and pulled out our debt service, and the item where we set aside capital, and they came up with their base revenues on what we would be collecting from those, and then they came up with their revenue requirements. This chart will show you, in 2026, their projection, if we stayed doing exactly what we are now, we would need to dip into our cash reserves about \$179,000 to maintain the status quo on that. Then it will just continue to climb if we do nothing, if we stay at the same base rate based on the cost going up at that 3% factor. Effectively, we would be dipping into our full cumulative cash flow at the end of the cycle. If you'll look at the cost estimates I've given you from our analysis, you would see that these trends don't necessarily hold consistency. Our maintenance seems to fluctuate up and down, our labor costs fluctuate as we struggle to keep a full staff on, so you would have years like right now, where we're two positions short, you also have times when you don't have everybody taking full compliment of PERA or health insurance, so there are fluctuations that would go with that. This would be staying fairly consistent. Now going to slide 18, labeled Scenario 1, where we stay at a 3% and a 5% commercial rate. You can see for FY 2029, the overall cumulative effect to our cash reserves would be about \$650,000 less. It costs us about \$378,000 of our cash reserves cumulatively, over the four years, and then ultimately, if we did go to the 6% rate increase, and the 8%, we would start seeing positive cash flow in 2029 of \$173,000 and we would still maintain our cash reserve, we would only dip in about \$22,000. With that, Mayor, I will stand for any questions on the basic concepts of the rate study.

Mayor Pro-Tem Mitchell: So, it looks like we can eventually get out of being in the red.

Mayor Hechler: So, this is absent of any mitigation efforts on our part to reduce fees other ways, whether it's through grant funding or other initiatives to try to avoid having to increase the fees for the public?

City Manager Whitehead: That's correct. If we continue to operate as we're operating, we do everything that we're doing, these would be the numbers.

Mayor Hechler: For instance, on the wastewater side, we've got several things that we're doing now to mitigate some of those costs.

City Manager Whitehead: That's correct. Later in this presentation, we look at the wastewater side.

Mayor Hechler: And if I'm out of turn, we can go over that later.

City Manager Whitehead: Well, you brought up a question, we can look at it now. The debt service on the wastewater side is about \$100,000 or \$107,000 annual. We don't

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have a lot of debt service on that side. One of the questions I asked coming in, understanding that the wastewater plant was in trouble; the headworks is broken, the weirs are broken, not sure where we were going to get those funds, I basically said, "Can you tell me what it would cost us if I had to borrow \$5 million? How could I repay those loans?" so that is absolutely the scenario that you see in this, where they proposed that we could raise rates at 15% for three years, or 25% for three years, to get to a higher baseline, and then go back to a CPI recommendation. The nice part about that is we've been pretty successful this year, we've raised almost \$2 million right now, which will go into fixing the weirs and the headworks, it would appear that we're reasonably in line to receive some water trust funding for the wastewater plant at another \$2.6 million. If we could get those two pots of funds, effectively, the wastewater plant could be back in pretty healthy conditions for – I keep saying 10 years – but if the headworks is functioning, it's going to function forever if the weirs are doing their job, we only need two and we have a backup system, so we would just be effectively looking for a place to get to new technology for what we call the racetrack, the biofield, in the future, so we would be pretty healthy with that, so we can get by without having an increase there.

Mayor Hechler: So on the wastewater side, we're looking better. If we can do some things to mitigate those costs, then perhaps we can either delay any increases, or cut back the increases, dependent upon once we know what's coming in.

City Manager Whitehead: That's correct.

Mayor Hechler: On the water side, as far as our reoccurring debt that we've accumulated because of our success at getting grants of various types, as you know we're processing over \$50 million worth of grants, almost every grant that we receive comes with a loan component and a cash component, and that's what's depleting our cash reserves, right?

City Manager Whitehead: Or it will start to.

Mayor Hechler: And those are some of the issues that we have, so what's happening is it's mitigating our opportunities to go out and apply for more grants on the water side. So we have to be very cognizant of what we're doing because of our reoccurring debt. What is our reoccurring debt now that we're in it for the long haul?

City Manager Whitehead: It's \$473,000 currently under the study, but the study did not take into account the two current USDA projects – WSPI-1 and WSPI-2. So when I calculate the two payments we'll have on an annual basis, we'll be at \$755,000 annual debt payment for the water side.

Mayor Hechler: And do you have a general philosophy as far as cash reserves and what you think we ought to try to work ourselves towards? As far as applying for additional debt, or trying to figure out a way to mitigate some of these costs?

City Manager Whitehead: The general fund is required to have 1/12 of its operating budget it reserve. I've not studied the utilities to see what kind of cash obligations we

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would have at any one moment to recognize that you should have a reserve. But there's definitely going to be some there. We operate at about \$1.7 million at the water side, \$1.4 million at the wastewater side. It's at a 50% factor; so you'd want to have \$800,000 at minimum cash at all times in those accounts. I would think it's some number like that.

Mayor Hechler: And the other philosophy part is that we just want to run this as a business. Eventually we want to get to the point where we're at least breaking even, and breaking even means we're paying our bills, we're buying our equipment, and we're not having to dip into other funds or other areas in order to augment the Water Department or the Wastewater Department. Is that okay to say?

City Manager Whitehead: I think that's okay, I think you can't look at it – you and I have had this conversation – you can't look at it and simply say, "We need to take in a revenue, it needs to have a cost, and whatever that is, we get to 0." Because the system has to move, it has to grow. One of the concerns I have is we're doing really well with these grants, right, we're going to put almost \$60 million in the ground in the next three years, that's going to fix 40%-50% of the water system, which means we still have 50% that needs to be fixed. At some point, I've got to take the crew, and they have to become not only a crew that can go deal with an emergency water leak, and solve water that goes down the street, but we have to be able to start constructing 500 feet of water line in neighborhoods, it needs to be something that's ongoing. Right now in the Electric Department, we are putting up new poles, we're putting in a new conductor, we're fixing the system, taking stuff that's old and antiquated and replacing it, so you have to have all those components in place within the system. I've not had an opportunity to really assess from that perspective, of how much revenue you should have in there that you can effectively put in the ground on a yearly basis within our crew without having to hire a contractor. We can't do a lot, the challenge you have with today's work crew, no disrespect to them, but it's a Monday-Friday 8-5 job, you have days on, days off, sick days, you have a lot of challenges that say, coming in and building 10 blocks of water isn't going to happen in 5 days, it's going to take a little time. Those would be my thoughts on how the system should grow.

Mayor Hechler: And I think the public should be aware that every grant that we apply for, every funding source we work for, we try to avoid having to pay a loan component or a match component. We jump on the Colonias aspect of our community, we let them know that we're a poor community, we let them know that by getting all these grants, we're sating to leverage our future, because we're having this reoccurring debt that we have to pay every year, and it's kind of affecting the decisions we have to make to seek more grant funding. We're cognizant of that and we're going to have to try to find some other ways, other than just tax relief, to mitigate some of these costs.

City Manager Whitehead: Yeah, I would think so. The other component on doing the match, it looks like the Water Trust Board for the state of New Mexico is really working to become a source for dealing with water. I think the governor's 50-year water plan is important, they're working to do that. That particular fund is always going to come with a 10% match and a 10% loan component. But if we know that that's the way it's going to

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be, we can build the system out to say, "Let's accumulate enough cash to be able to apply for \$5 million more, and you have \$50,000 in your match fund to be able to do that." so you're not like you guys were at this point, kind of with your back against the wall, and you're just applying for everything you can get, and when it comes with a loan component, you have no options. I think that's another component where you're building out, and you have enough to match, you match that to your next project and your next plan.

B. Allow the public an opportunity to ask questions and provide input:

Kyle Smith: I live here in town. I'm going to communicate to you why I don't have faith in you guys to interpret this for us, and why I don't think you should do any increase at all. Our city is currently hemorrhaging money to people who are not qualified for the jobs that they have, and because they are not qualified, they don't know how to disperse the money that they're getting. No offense, Mr. Whitehead, I respect you a good bit. No offense, but you are not qualified as much as the other guy that applied for the job. It was a dereliction of y'all's duty, not [Commissioner Glines] you're good, to hire Mr. Whitehead because he's a local, over the guy that was the vice president of the second largest electric co-op in the country, with a masters degree from North Western, and decades of work for one of the largest growing metropolitan areas in the country, Austin, Texas. The City Commission decided, in it's infinite wisdom, not to hire this guy who wanted to retire here, who's been visiting here for decades. No offense, Mr. Whitehead, honestly if you read the two resumes, you logically go, "He's more qualified than me." No big deal. But our continuing nepotism in this city is causing these problems. You want \$179,000 to cover the difference? What about our airport contract, Ms. Alvarez? I understand that your son Kyle works there.

Mayor Hechler: Mr. Smith, we're talking about water, and the water report. Please keep your discussion to that.

Kyle Smith: We could get the money for the water from the broken contracts that the city signs, for instance, the airport, that we signed over to a private company. When we owned it, personnel costs were less than \$100k a year. That was in 2019, you can dig up the minutes, I emailed them to Frances Luna. Now they're over \$300,000 a year, a little over \$20,000 a month, for personnel costs to an entity that should be open to IPRA but it is not, now it is a private company, so we can't figure out who works there, I had to call and ask by name to find out that one of y'all's kids worked there.

Mayor Hechler: I'd like to, again, draw you back to the water and wastewater study.

Kyle Smith: This goes back to water, if we didn't hire felons in the city and all that, to manage our money, we might actually get a little more bang out of our buck. Because currently, we have some felons, don't we, Mr. Hechler? Some people that stole from parks in Las Cruces.

City Clerk Torres: That doesn't have anything to do with this public hearing.

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Kyle Smith: No, I'm saying we don't trust because we have felons working for the city.

Mayor Hechler: If this line continues, I'm going to call for order, and ask you to be excused.

Kyle Smith: My point is this, we don't have qualified people working for the city, and this is a very important one, because I used to work for Water, and my first day I was in a cave-in, I'm fine, I'm not a litigious person, I got right back up, got to work, I had 5 feet of dirt fall on me, Jesus Navarro pulled me out of it by my hands. He said, "Man you're hurt. Go file a claim. I saw that happen." I said, "No, man I'm fine." A month later, I saw a guy almost die on a cave-in by Pelican Spa. A slab of pavement twice the size of this table almost fell on his head, would have killed him right away. 3 in the morning. This is very important, and it is not personal. Jamie Foreman, I'm sure she's a wonderful person, but when I started with Water, I was told that to get your operator license is an apprenticeship under an operator. It's not a memorization test. To put her in charge and give her the books, and let her pass those tests off of wrote memorization while not doing the work is putting the men and women in that line of work in danger. Do you understand that?

Mayor Hechler: Mr. Smith, confine your comments to the rate study or I'm going to have to ask you to be excused.

Kyle Smith: That is the Water Department, and the Water Department is in charge of keeping the wastewater, so how do I know that the wastewater plant – there's nobody capable of actually ascertaining what needs to be done there.

Mayor Hechler asks mic to be cut

Kathleen Sloan: I am at 708 Olivo, Village of Williamsburg. Most of my questions revolve around – I've been trying to track, for years, the engineering studies, I believe in 2019 we had a major water engineering study, and City Manager Swingle, at the time, said, "This is our blueprint." I can't figure out where we are in that blueprint, because it seems like there's been years of neglect, and there has been no estimate of how much it's going to cost to fix it overall; and how long it's going to take. When you do these rate increases, there was a 50% rate increase in 2019, and then it went to cost of living increase. The 50% increase was in October, I think, and then in July they instituted the cost of living increase right away, on top of the 50% within a little more than half a year, and I think that first one was COVID, and it was almost 10%, and then it was almost 6% in the next year, for cost of living, and then I think it was 3%, and then I lost track. Now we're talking about the worst case scenario for wastewater is 25%, significant. But they've gone up 5% every year since at least 2017. I think the people should be able to gauge if there were a master plan for water, wastewater, and roads, for fixing the crisis. Because we've been in crisis for 7 years now, we've had massive leaks since 2019, maybe before that. And there's never been an overall picture or master plan given that estimates the overall cost and puts it in a timeline so that you can even figure what grants you need, how much you need in your rates versus tax, you know, a GO bond versus likely grants given. So that's what I've really been looking for, for years now, and I've been asking for it too, at the mic, in articles that I've written, and to Mr. Whitehead and past city managers. Here, again, we

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have this rate increase, and there's no end in sight and there's no overall picture, and there's no plan. I would really like – I think you're working on a wastewater major plan, I don't think there's been a major water overall plan since 2019. I'd like that overview. The other thing is, I have no idea how we've been paying, and how much we've been paying on average, for these crisis leak fixes. City staff can only address crises, and then we also have to pull in contractors, and there's not been any reporting on how much that is costing us, and I don't see it in this study. I understand from Mr. Whitehead that the scope of work was redefined for this study three times. In the first scope of work, this was under Mr. Swingle, the company, NewGen, they were going to interview department heads, they were going to get an idea of the state of the assets, and capital projects, and they were going to give this overview that I've been looking for. And then, under Angie Gonzales, it changes, and then under Mr. Whitehead, all the capital projects aspect were limited to \$5 million for wastewater. Did the company do that? Do we have that information?

City Manager Whitehead: On the capital –

Kathleen Sloan: Yeah, the first scope of work, because – and I'd like to know how much this study cost through all the iterations, because I think we paid –

City Manager Whitehead: I think I provided you with all the costs, it was about \$44,000 or \$48,000, for the four-year contract, I gave you.

Kathleen Sloan: I'm sorry, I looked over my past notes, I guess I took crummy notes.

City Manager Whitehead: If I didn't, I'll get you that. That was one of the questions you had asked me before.

Kathleen Sloan: Yeah, I did remember asking you and I couldn't find it in my notes what you told me. So you gave me the change in scope letters, but you did not give me – I asked if they went through that process of interviewing the staff, the capital projects, and all that stuff.

City Manager Whitehead: What I would say to you is, they looked at the capital projects, but they only looked at them in debt, so if you take a look again at the debt schedule, they looked at every single project that we had on the books, and what was the debt associated with that capital project, and then they inquired for me, when they came in and briefed me on the project, they said, "That's what we're going to be looking at is your current debt load is, what your current revenues are." and then that's where I came up with the concept to say, "It's potential that we're going to need to borrow something to solve the wastewater plant." I was getting involved in March and April of last year, and finding out the challenges that we have there. It was just a generic concept to say, "How do I solve that problem and what would it cost me if I had to use debt as a potential solution?" and remember, we were under an administrative order at the time, too, that said, "You have to fix these problems, you are not compliant." You kind of take those two opportunities and say, "What's the fastest way for me to fix it?" well I have to borrow the money, if the environment department says they're going to shut it down. That's just a day by day

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assessment for how I would operate any business, to figure out how to solve that problem. I think part 2, I think it's unfair to say that we don't have a cost for what we're spending to fix these leaks that pop up, because we do that in the budget. We do that within our confined budget. I pay staff, so you could go take a look at any year's expense, and you can look at what we buy under the line item non-capital items or field supplies, which will tell you what we're spending to buy parts from our suppliers to send the crew out, and then you can take the labor, and that will tell you what we're spending to patch the leaks. I would say, then I have to go take that budget and figure out how I convert that from a patching system to a repair system, so that I'm actually going out and extending water lines from the main to the meter, versus just patching that and moving on as fast as I can. So that's what the consultant would have looked at, and not looked at us and asked us to show us the account where we paid for that, because it's all within what we generate. You pay us your bills, it goes in the budget, we break the budget down, and with those budgets, we do our best to put those dollars back into the system to fix any ailing repairs.

Kathleen Sloan: And do you have a general budget for what you're going to pay the contractors for the crisis leads?

City Manager Whitehead: One contractor that we use is Jesse Cole, who is our wastewater technician, he's our 4x4. He is the item we use to be compliant. He is charging us somewhere between \$300 and \$500 for leak repair that we have within that, if you go back and look at the contract we just awarded him, we pay him \$75 per hour, plus a reasonable – so if I gave him a list to repair, like we did in December, 15 orders, he came back and said, "I can fix those." And it was \$5,000 or \$6,000. So it's not a significant, like \$8 million for what J&H or Smithco would be doing.

Kathleen Sloan: So it's cheaper than Smithco?

City Manager Whitehead: Well I think it's a little bit cheaper than calling them to do those type of repairs, absolutely. It's also quicker, he's a smaller nimble crew and we only assign tasks that would be considered small water leaks. Unfortunately for us and our system, we have to evaluate, if we pull up on a leak and it's flowing down the street, I'm usually calling in and saying, "We need to get here and get this fixed." If it's seeping down and it's 200 feet down the road and it's been running for a few days, we can say, "Let's call in for locates." And put that on a schedule. That's kind of the way we tried to manage ourselves through to keep the crews going.

Kathleen Sloan: So with these increases, which have been significant over the years, what is driving the cost even higher?

City Manager Whitehead: I would say, first of all, and I know because I've had the pleasure of sitting on state boards that also assess, there's not a board that you go to that doesn't ask you to tell them what your rates are. So I think it's really unfair for the public to assume that this is a Truth or Consequences only problem that we want to raise rates. You cannot go to any state board that sits on a board of Commissioners that are going to grant us money that do not ask us, "When was the last time you did a rate study?" and

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“What are your current rates?” and I would only assume that when this water leak problem started, the manager at the time, Mr. Swingle, was out trying to raise pots of money, that they were looking at those rates and saying – if these are our rates now and they’re still low, I can’t imagine in 2017 /2018 –

Kathleen Sloan: It was USDA.

City Manager Whitehead: That’s right, and the USDA, they have a baseline cost. These are things that you just can’t share with everybody because it doesn’t make a lot of sense, they have a baseline cost that they look at an average rate per system, and if your rate is below that average, they’re going to say, “Your rates are too low, and if you want to borrow this money from us, you’re going to have to raise your rates to be in compliance.” Because the USDA, even though it’s a government organization, they’re lending us the money. They are a bank. The documents that we look at, review, and sign, it’s a bank. I would have to go back and look, but if that was the case and they were raising them, I would still say that they were probably not raising them based on CPI, they were probably raising them at a rate to try to get current, so USDA would say, “Oh you’ve met the threshold, now we’ll start moving forward too.”

Kathleen Sloan: It was USDA, also, that instituted the 5% per year sewer increase.

City Manager Whitehead: And again, we’ve presented at the Water Trust Board last year for this. Question 1, 2, or 3 was “Tell us what your rate study is.” and we were able to say, “We are in a current rate study.” And would propose those. Funding and grant agencies are not going to help us if we’re not going to help ourselves.

Kathleen Sloan: So we have to increase rates regularly, they have to be market level, and you have to do regular rate studies.

City Manager Whitehead: You’d have to do something within some cadence that shows you are trying your best to keep up with it. If we implemented a plan off of this rate study, this rate study would last us 10 years. We would say that we had a 4-year plan to get to this threshold, and we’re continuing to raise on it. But it would not be unreasonable to say in 4, 5, or 6 years, we should contract another \$50,000 and go get another rate study to come and make sure that, again, I am not an expert in every single field that I come across, but I’m going to hire somebody that can give me a baseline data, that I can understand, and say, “I should implement these things along these lines.” It’s the same thing with all of our projects. Every single project we build is built by an engineer, we’re paying considerable money that we get in trouble for, you pay too much for engineers, but we’re hiring the experts to come in and assist us and make sure that we’re building out a better system for us across the board.

Kathleen Sloan: Did this study look at, say, the USDA market rate?

City Manager Whitehead: Not at all, again, this study only looked at:

- What are we charging today?

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- What is our revenue that we're bringing in the door?
- What are the rates that we're charging?
- What's our debt load?
- What's it going to take to get ourselves to be a positive cash flow under those normal conditions?

City Manager Whitehead: So they didn't assess, like if you change and want to add more debt or you want to add a different department, or you want to add 10 more employees, etc. I didn't ask them, or they didn't assume I wanted that information. I wanted to say, "What am I doing today? What's the revenue? And how can we cover and pay for this \$750,000 worth of debt we're fixing to have?" and at that point it was only \$473,000, in fairness to the study. How do we pay for that? And paying for it one way is by raising rates.

Kathleen Sloan: Okay, so what's driving these rates beyond the increases we've already instituted, would it be fair to say that it's the new debt we're going to take on?

City Manager Whitehead: 100%. That's my primary focus, would be how we are going to be able to cover that debt load that we're already under. Part 2 of that would be to recognize that we are probably maxed on that number as well. Not to say also, "Oh great I can just keep raising rates and go borrow more money." It's to say, "We're probably at the top end in taxing the system if we do something like this and now we've got to find – after this \$60 million we spend – we need to find a better tool to raise grant money if we're going to be able to fix the system."

Kathleen Sloan: Okay, so just an aside, it's really \$70 million. I added up what Traci gave me at the February meeting with all the water and wastewater projects, and it's like \$68.9 million, so it's really closer to \$70 million with the projects you have on the books for water and wastewater. Will the city ever present an overview so that we know where we are to fix – you said something earlier that once we get through all these \$70 million worth of projects, we're going to be around 50%. So, we're facing another –

Mayor Hechler: Don't we have about \$120 million in engineering projects?

City Manager Whitehead: What we could do, because we do have a water study, right? I think, again, Kathleen, it's unfair for you to say that we don't have a plan. The city did adopt this plan, it was created by Wilson. Wilson is working that exact plan and that exact strategy. But to your point, I think I probably ought to step back for a minute and go look through that report and find to say, we've checked this box. I can grant you that, to say, that's probably a reasonable step, but we're in the forward in trying to get the projects done. But we have a plan in place, which identified that the overall cost to fix the system would be about \$120 million. That was in 2017, so that means if we make reasonable estimates, we're probably at \$150 million. And then I give you that assessment by saying this: The critical water line project that we're going to put in, which is around \$17 million, should replace every water line and every meter in what we call the Steel Streets, from the Veterans Center all the way to the boundary of Williamsburg, that's what the map

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shows that we're going to replace. New water lines, new extensions, new water meters, and new fire hydrants in that entire area. Then, the water projects that are going on now, are bringing main trunk lines in and putting pressure relief valves everywhere else throughout the system. So if you just look at the map, and you take all the streets that don't have a water extension through them, you can pretty much come up with a reasonable ballpark percentage where I can say, "We're probably got 50% of the city covered, and the other 50%, we've not looked at from doing a water line extension." But the main work is creating a new loop and a new main foundation system that we can start connecting to, and then building projects off of. That's where I'm coming up with that 50%, and that's just looking at a map with colored lines on it. It looks like with this first \$60 or \$70 million of water projects, we're going to get somewhere between 50% of our water covered.

Mayor Hechler: I think it would be fair to say that once these projects are in the ground, we're going to have to make a reassessment of if we need to spend the other \$50 or \$60 million. We will have to re-evaluate where we are to see what's left to be done. I know we're going to try to do the worst of the worst first, right?

City Manager Whitehead: I would think so.

Mayor Hechler: Yeah, and if we do that, then we'll make another assessment after that's completed, to see what's next. Perhaps it won't take \$120 million, we don't know. Perhaps it'll take more. But if we tackle the worst of the worst first in line, I think we'll be okay.

Kathleen Sloan: Do you have an estimate – you just did it for water, what about for wastewater?

City Manager Whitehead: Again, as you know, last year in Colonias, we received a \$200,000 grant to do a PER. The mayor's position was, we've taken care of the water to you, now we have to solve the water coming back to us. I think we will know as soon as we get that PER done, kind of what those costs are.

Kathleen Sloan: When do you think that'll be done?

City Manager Whitehead: Well, we're ready to go, the funds are in. We will go to bid here pretty soon on that. To be fair, we really haven't sat down and said, "Okay let's get the PER out." We've been focused on WSPI-1 and WSPI-2.

Kathleen Sloan: Oh, I know you have been working very hard, I acknowledge you and you have saved us a lot of money, you've been quick on your feet, your planning and strategizing has been terrific. I really am grateful for you.

City Manager Whitehead: Well I'm appreciative, it's a team effort, and I really do mean that. Everybody steps up to the plate, and the work was done, I'm just driving the car right now, that's it.

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Kathleen Sloan: Well I mean, COVID and construction costs threw a massive wrench into this. That's all I need, thank you.

Mayor Hechler closed the public comments.

Mayor Hechler: Any final comments from Manager Whitehead, did you want to finish the report?

City Manager Whitehead: If you could take a look at the budget numbers for the last three years, that's a real dollar, that's a cash projection of what we really spend. I think it's reasonable to say that this year, for the budget, we will not be recommending a 15AA% rate increase for sewer. I'm feeling very confident that we're going to receive the money we need. The sewer should be surviving on its 3% cost of rate, should go. I feel like re-studying, re-evaluating, I think we ought to look at some of the components from the rate study, i.e. charging different rates for different meter size, I think that's one way we would be more consistent. I think, in a couple years, for the water that we use, might work. So we might survive at 3%, and go to 3% and 5%, and pick up a little more from the commercial customers. We have 500 commercial customers, we have just under 3,000 residential customers, so again, even if we do raise rates a little bit on the commercial side, it's not going to glean a lot. Then we just have to start looking to see if we can be more cost effective. But I think we've got to figure out that third piece, which is, how do we build a system that allows us to construct lines from our team? How can our water crew go out and build a couple thousand feet of water line every year? Because that'll save us in the end, too, where we can start taking ten city blocks and solving our problems. I think it's a work in progress and we should have one more hearing, as we come up with what we feel like we should charge for the budget, we could do that. And certainly, I'll take the time to look at the PER, and evaluate it against where we are. I think our engineer could help us, he will really help me put that together, and we can definitely do that.

Mayor Hechler: Thank you so much, and thank you all for your participation. In conclusion, I would like to say one thing. We are all water users too, we all pay city bills, none of us are rich or millionaires, we get by, and we don't want to raise rates on ourselves if we can help it. We're all in the same boat, so to speak, in that situation. We're going to work diligently and hard not to have to raise rates, but we want to run this city like a business so that it runs smoothly, so that we have the tools we need for our staff, and so that our staff can serve the public, which is important. We'll be cognizant of that and we'll work toward that end.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 6:25 p.m.

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

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Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: F.4

SUBJECT: March 2026 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: April 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 March 2026

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,978,188.58

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 04-08-2026

Accounts Payable Transfer Sheet - 2025 - 2026 FY
Post Date Ending: 3/5, 3/13, 3/17, 3/20, 3/26

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>					<u>GRAND TOTAL</u>	<u>Fund Numbers</u>
		3/5/2026	3/13/2026	3/17/2026	3/20/2026	3/26/2026	TRANSFERS	
101	General	\$76,136.27	\$9,616.72	\$1,085.83	\$69,373.45	\$31,239.60	\$187,451.87	101
201	Local Government Corrections		\$2,860.00		\$1,855.66		\$4,715.66	201
209	State Fire	\$619.96	\$3,825.07		\$7,474.60	\$348.42	\$12,268.05	209
211	Law Enforcement Protection		\$1,605.64	\$140.53	\$1,094.25	\$682.06	\$3,522.48	211
214	Lodger's Tax	\$2,053.06	\$3,641.45	\$296.23	\$41,532.85	\$421.08	\$47,944.67	214
216	Street Renovation		\$4,556.10		\$4,140.58	\$1,310.40	\$10,007.08	216
217	Municipal Recreation						\$0.00	217
260	Fiscal Recovery Funds						\$0.00	260
294	State Library		\$2,524.73		\$2,046.95	\$63.06	\$4,634.74	294
295	Municipal Pool				\$3,118.36	\$42.67	\$3,161.03	295
296	PD-GRT Fund	\$125.26		\$162.84	\$1,571.93		\$1,860.03	296
298	PD-Donations						\$0.00	298
299	Special Revenue Funds	\$3,248.56					\$3,248.56	299
302	Electrical Construction						\$0.00	302
303	Veterans Memorial					\$300.09	\$300.09	303
304	SJOA - Grants						\$0.00	304
305	Capital Improvement General						\$0.00	305
306	Capitl Improvement Joint Utility						\$0.00	306
307	Golf Course Improvements						\$0.00	307
308	USDA -Sweeper						\$0.00	308
309	USDA-Wastewater						\$0.00	309
310	R&R-Emergency						\$0.00	310
311	R&R-Sewer						\$0.00	311
312	R&R-Airport						\$0.00	312
313	R&R-Water						\$0.00	313
314	CDBG - Grant						\$0.00	314
315	CI Reserve- Non Capital Equipment		\$30,507.42			\$29,221.12	\$59,728.54	315
316	Emergency Reserve						\$0.00	316
320	USDA Water System Improvements						\$0.00	320
321	Water System Improvements						\$0.00	321
340	ROAD/STREET PROJECTS				\$2,632.57		\$2,632.57	340
360	NMFA Projects		\$62,041.19		\$514,101.99		\$576,143.18	360
370	Water Trust Board Projects						\$0.00	370
380	Community Development		\$28,127.65		\$292,818.02	\$46,103.57	\$367,049.24	380
403	Pledge State Tax	\$30,491.09				\$5,458.44	\$35,949.53	403
501	Cemetery	\$150.00					\$150.00	501
502	Utility Office		\$998.21		\$656.26	\$2,883.13	\$4,537.60	502
503	Electric Dept	\$2,415.10	\$367,385.15	\$54.70	\$96,000.47	\$4,020.91	\$469,876.33	503
504	Water Dept	\$2,381.60	\$6,032.39	\$163.37	\$8,966.77	\$1,594.25	\$19,138.38	504
505	Solid Waste	\$1,132.28	\$61,970.84	\$65.64	\$10,632.21	\$12,040.85	\$85,841.82	505
506	WasteWater	\$4,433.85	\$77.13		\$3,845.84	\$1,398.84	\$9,755.66	506
508	Golf Course	\$1,079.28		\$34.00	\$435.61	\$95.22	\$1,644.11	508
509	Municipal Airport	\$19,872.14			\$49.96	\$455.98	\$20,378.08	509
600	Internal Service Fund	\$14,067.53	\$20,288.25		\$6,054.55	\$5,838.94	\$46,249.28	600
	Grand Total-Accounts Payable	\$158,205.98	\$606,057.94	\$2,003.14	\$1,068,402.89	\$143,518.63	\$1,978,188.58	



Truth or Consequences

AP EOM REPORT MARCH 2026

By Fund

Payment Dates 3/1/2026 - 3/31/2026

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
POLICARPIO V BUSTAMANTE ...	002.2026	03/05/2026	OPEN PO - LANDSCAPE SERVI...	101-1009-47415	1,000.00
TRIPLE H SOLAR LLC	0415	03/05/2026	CONCEPTUAL PLANS/DOCS P...	101-1010-48598	3,040.00
ARENAS VALLEY ANIMAL CLIN...	108648	03/05/2026	VET SERVICES	101-1006-48598	77.38
ARENAS VALLEY ANIMAL CLIN...	109168	03/05/2026	VET SERVICES	101-1006-48598	101.88
COPPLER LAW FIRM PC	13635	03/05/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	1,138.94
COPPLER LAW FIRM PC	13636	03/05/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	64.91
FREEDOM AND GLORY	146993	03/05/2026	3X5' POLYESTER NM FLAG	101-1014-44607	184.98
FREEDOM AND GLORY	146993	03/05/2026	3X5' POLYESTER U.S. FLAG	101-1014-44607	76.98
FREEDOM AND GLORY	146993	03/05/2026	5X8' POLYESTER U.S. FLAG	101-1014-44607	159.98
WILSON & COMPANY INC ENG...	147224	03/05/2026	ON CALL GRANT MANAGEME...	101-1010-48598	2,092.23
AMAZON CAPITAL SERVICES I...	1W9Y-YDKL-6TQH	03/05/2026	48 CT AA & AAA BATTERY PACK	101-1007-44606	25.39
AMAZON CAPITAL SERVICES I...	1W9Y-YDKL-6TQH	03/05/2026	20 PK 8GB USB FLASH DRIVES	101-1007-44606	43.69
AMAZON CAPITAL SERVICES I...	1W9Y-YDKL-6TQH	03/05/2026	48 CT AA & AAA BATTERY PACK	101-1007-44606	25.39
NEW MEXICO GAS COMPANY ...	2/24/2026	03/05/2026	SANITATION DEPT	101-1018-43780	156.81
NEW MEXICO GAS COMPANY ...	2/24/2026	03/05/2026	WATER DEPT	101-1018-43780	89.32
NEW MEXICO GAS COMPANY ...	2/24/2026	03/05/2026	ELECTRIC DEPT	101-1018-43780	72.13
NEW MEXICO GAS COMPANY ...	2/24/2026	03/05/2026	WASTE WATER DEPT	101-1018-43780	36.41
NEW MEXICO GAS COMPANY ...	2/24/2026	03/05/2026	POOL	101-1018-43780	33.59
NEW MEXICO GAS COMPANY ...	2/24/2026	03/05/2026	GENERAL	101-1018-43780	2,376.03
NEW MEXICO GAS COMPANY ...	2/24/2026	03/05/2026	FIRE DEPT	101-1018-43780	532.26
JAIME F RUBIN ATTORNEY AT ...	2/27/2026	03/05/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	3,956.50
KATHRYN ELLIOTT DBA CIVILIT...	233	03/05/2026	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
SIERRA VISTA HOSPITAL SIERR...	3/4/2026	03/05/2026	OPEN PO HOSPITAL GRT DISTR...	101-1017-48599	58,736.28
CIVICPLUS LLC	359907	03/05/2026	ONLINE CODE HOSTING SUBS...	101-1001-43740	496.13
BOHANNAN HUSTON INC	000138178	03/13/2026	ON CALL OPERATIONAL AND ...	101-1010-48598	192.91
FRANCES LUNA	03062026	03/13/2026	REFUND FOR UNNEEDED NEW...	101-1099-10100	35.00
DORAINE MIRANDA	03092026	03/13/2026	DEPOSIT REFUND FOR 3/7/26 ...	101-1099-34348	400.00
BRADY INDUSTRIES LLC	11396903	03/13/2026	BATH TISSUE 2-PLY WHITE 48...	101-1014-44607	337.85
BRADY INDUSTRIES LLC	11396903	03/13/2026	KL ESSENTIALS CENTERPULL T...	101-1014-44607	787.95
BRADY INDUSTRIES LLC	11396903	03/13/2026	KLP MULTI-SURFACE FURNITU...	101-1014-44607	136.03
BRADY INDUSTRIES LLC	11396903	03/13/2026	PULL 23 HCI BOWL CLEANER 3...	101-1014-44607	98.07
BRADY INDUSTRIES LLC	11396903	03/13/2026	KL OIL-BASED SS POLISH 15OZ...	101-1014-44607	80.98
BRADY INDUSTRIES LLC	11396903	03/13/2026	FUEL	101-1014-44607	4.00
BRADY INDUSTRIES LLC	11396903	03/13/2026	INDUSTRIAL SCALE REMOVER ...	101-1014-44607	68.26
BRADY INDUSTRIES LLC	11396903	03/13/2026	TC AUTO FOAM HAND SANITI...	101-1014-44607	93.43
BRADY INDUSTRIES LLC	11396903	03/13/2026	KLP LAUNDERABLE DUST MOP...	101-1014-44607	62.62
BRADY INDUSTRIES LLC	11396903	03/13/2026	KL LAUNDERABLE DUST MOP ...	101-1014-44607	58.44
BRADY INDUSTRIES LLC	11396903	03/13/2026	KLP BLUE LOOPEND MOP LR...	101-1014-44607	45.38
AMAZON CAPITAL SERVICES I...	11FV-PKFY-4CJP	03/13/2026	SHIPPING	101-1004-44607	6.99
AMAZON CAPITAL SERVICES I...	11FV-PKFY-4CJP	03/13/2026	APCRBC133 UPS BATTERY REP...	101-1004-44607	316.98
AMAZON CAPITAL SERVICES I...	11QY-14H3-6Q7F	03/13/2026	DMFLY CARD HOLDER-CM	101-1004-44606	4.99
AMAZON CAPITAL SERVICES I...	11QY-14H3-6Q7F	03/13/2026	DMFLY CARD HOLDER-JH	101-1004-44606	4.69
AMAZON CAPITAL SERVICES I...	11QY-14H3-6Q7F	03/13/2026	SHIPPING	101-1004-44606	6.99
WILSON & COMPANY INC ENG...	147699	03/13/2026	WATER SYSTEM SERVICES INF...	101-1010-48598	278.99
AMAZON CAPITAL SERVICES I...	14TW-M9WM-17VR	03/13/2026	DISCOUNT	101-1004-44606	-1.68
AMAZON CAPITAL SERVICES I...	14TW-M9WM-17VR	03/13/2026	CUSTOM CARD FOR CM	101-1004-44606	6.99

AP EOM REPORT MARCH 2026

Payment Dates: 3/1/2026 - 3/31/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I...	14TW-M9WM-17VR	03/13/2026	CUSTOM CARD FOR JH	101-1004-44606	6.99
AMAZON CAPITAL SERVICES I...	14TW-M9WM-17VR	03/13/2026	SHIPPING	101-1004-44606	12.98
AMAZON CAPITAL SERVICES I...	1TJ6-JXTT-4W1G	03/13/2026	IBM SYSTEM X 300 GB 10K R...	101-1004-44607	63.08
SIERRA ELECTRIC CO-OP INC	2154 3/3/2026	03/13/2026	AIRPORT - ELECTRIC	101-1018-43780	1,128.62
FOXWORTH GALBRAITH	3787352	03/13/2026	RESPIRATOR	101-1009-44607	49.99
NU WAY LAUNDRY & CLEANE...	40826	03/13/2026	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
RAY C JONES	46088	03/13/2026	DELIVERY OF BROKEN CONCR...	101-1009-47415	650.25
SIERRA COUNTY SENTINEL	4765	03/13/2026	LEGAL AD: WSPI 1 ITB 2026-02...	101-1010-43740	265.82
SIERRA COUNTY SENTINEL	4766 CLERK	03/13/2026	FY 25/26 PUBLICATIONS	101-1001-43740	240.16
SIERRA COUNTY SENTINEL	4767	03/13/2026	HELP WANTED ADS - FY23-24 -...	101-1004-43740	442.17
SIERRA ELECTRIC CO-OP INC	5764 3/3/2026	03/13/2026	MIMS AREA - ELECTRIC	101-1018-43780	648.37
SIERRA ELECTRIC CO-OP INC	5873 3/3/2026	03/13/2026	WA METER ROUTERS	101-1018-43780	84.54
VERIZON WIRELESS	6136952146	03/13/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43775	193.60
VERIZON WIRELESS	6136952146	03/13/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.88
WILLIAM I BUHLER	DECJANFEBMAR	03/13/2026	FISH POND WATER RIGHTS FY...	101-1009-43770	1,000.00
TALON SEPTIC & POTTY SERVI...	I3504	03/13/2026	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,100.00
LASTING PAWS PET MEMORIA...	LC10391-I-0073	03/13/2026	ANIMAL CREAMTION	101-1006-48598	451.31
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	POST-ITS	101-1006-44606	26.44
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	WHIP CREAM	101-1006-44607	34.44
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	BOTTLED WATER	101-1006-44607	13.96
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	CONTACT PAPER	101-1006-44607	12.94
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	5 GALLON BUCKET	101-1006-44607	11.52
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	ICE	101-1006-44607	6.99
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	HONEY	101-1006-44607	3.74
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	OATMEAL	101-1006-44607	2.66
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	HOT DOGS	101-1006-44607	1.96
ANIMAL SHELTER BANK OF A...	02/28/2026 - AS	03/17/2026	EASY CHEESE	101-1006-44607	33.18
FINANCE BANK OF AMERICA	02/28/2026 - FIN	03/17/2026	PAST DUE ON LODGING	101-1004-42310	438.00
FINANCE BANK OF AMERICA	02/28/2026 - FIN	03/17/2026	REGISTRATION-J.HOLGUIN	101-1004-43770	250.00
FINANCE BANK OF AMERICA	02/28/2026 - FIN	03/17/2026	REGISTRATION FOR CARLOS M...	101-1004-43770	250.00
GANNETT MEDIA CORP	0007562990	03/20/2026	LEGAL AD: WSPI 1 ITB 2026-02...	101-1010-43740	212.60
MEMORI SAWYER	03172026	03/20/2026	DEPOSIT REFUND 3/14/26 EV...	101-1009-34348	25.00
DELL TECHNOLOGIES	10863966514	03/20/2026	TWO (2) DELL PRO 16 PC16250...	101-1000-44613	2,800.74
WEX BANK	110949182 - CLK	03/20/2026	OPEN PO DRAWDOWN FOR F...	101-1001-43316	75.40
WEX BANK	110949182 - CMO	03/20/2026	OPEN PO FOR FUEL FY 25/26	101-1003-43316	79.50
WEX BANK	110949182 - CO	03/20/2026	OPEN PO FOR CODES/ACO FU...	101-1008-43316	206.04
WEX BANK	110949182 - FM	03/20/2026	WEX BANK FUEL CARD OPEN P...	101-1014-43316	345.28
WEX BANK	110949182 - PD	03/20/2026	CHANGE ORDER 1	101-1007-43316	5,674.99
T OR C HARDWARE INC	184841/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	52.95
T OR C HARDWARE INC	184844/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	32.99
T OR C HARDWARE INC	184874/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	27.25
T OR C HARDWARE INC	184878/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	1.32
T OR C HARDWARE INC	184879/6	03/20/2026	OPEN PO FIELD SUPPLIES FY26...	101-1014-44607	18.99
T OR C HARDWARE INC	184914/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	1.82
T OR C HARDWARE INC	184930/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	35.67
T OR C HARDWARE INC	185009/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	28.84
T OR C HARDWARE INC	185015/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	59.46
T OR C HARDWARE INC	185018/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	70.28
T OR C HARDWARE INC	185039/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	7.21
T OR C HARDWARE INC	185056/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	13.28
T OR C HARDWARE INC	185075/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	6.17
T OR C HARDWARE INC	185077/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	66.48
T OR C HARDWARE INC	185083/6	03/20/2026	OPEN PO FIELD SUPPLIES FY26...	101-1014-44607	11.29
T OR C HARDWARE INC	185123/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	64.89
T OR C HARDWARE INC	185140/6	03/20/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	34.05
AMAZON CAPITAL SERVICES I...	1MCT-DP1L-3H9H	03/20/2026	NAME PLATE - AMANDA FORR...	101-1001-44606	4.98
AMAZON CAPITAL SERVICES I...	1MCT-DP1L-3H9H	03/20/2026	NAME PLATE - DESTINY MITC...	101-1001-44606	4.98
AMAZON CAPITAL SERVICES I...	1MCT-DP1L-3H9H	03/20/2026	CHANGE ORDER	101-1001-44606	11.48
AMAZON CAPITAL SERVICES I...	1MCT-DP1L-3H9H	03/20/2026	CLOROX DISINFECTING CLEAN...	101-1001-44606	16.62
STANTEC CONSULTING SERVI...	2531568 - 200.12	03/20/2026	TAX (LABOR)	101-1010-48598	35.27

AP EOM REPORT MARCH 2026

Payment Dates: 3/1/2026 - 3/31/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STANTEC CONSULTING SERVI...	2531568 - 200.12	03/20/2026	PROPOSAL SURROUNDING AI...	101-1010-48598	420.43
STANTEC CONSULTING SERVI...	2531568 - 200.13	03/20/2026	NON-EXEMPT TAXES	101-1010-48598	96.84
STANTEC CONSULTING SERVI...	2531568 - 200.13	03/20/2026	GENERAL DEVELOPMENT ASSI...	101-1010-48598	1,154.20
STANTEC CONSULTING SERVI...	2531568 - 200.14	03/20/2026	TAX (LABOR)	101-1010-48598	245.55
STANTEC CONSULTING SERVI...	2531568 - 200.14	03/20/2026	627 VAN PATTEN DEV REVIEW	101-1010-48598	2,926.75
CITY UTILITIES	3/11/2026	03/20/2026	FACILITY DEPT LANDFILL	101-1018-43780	11.03
CITY UTILITIES	3/11/2026	03/20/2026	POLICE DEPT LANDFILL	101-1018-43780	11.03
CITY UTILITIES	3/11/2026	03/20/2026	PARKS DEPT LANDFILL	101-1018-43780	144.43
CITY UTILITIES	3/11/2026	03/20/2026	STREETS DEPT LANDFILL	101-1018-43780	160.97
CITY UTILITIES	3/11/2026	03/20/2026	SANITATION DEPT LANDFILL	101-1018-43780	39,712.18
CITY UTILITIES	3/5 & 3/12/2026	03/20/2026	CEMETERY CYCLE A & B UTILIT...	101-1018-43780	123.63
CITY UTILITIES	3/5 & 3/12/2026	03/20/2026	ELECTRIC DEPT CYCLE A & B U...	101-1018-43780	231.01
CITY UTILITIES	3/5 & 3/12/2026	03/20/2026	FIRE DEPT CYCLE A & B UTILITI...	101-1018-43780	297.94
CITY UTILITIES	3/5 & 3/12/2026	03/20/2026	GENERAL CYCLE A & B UTILITI...	101-1018-43780	2,912.31
CITY UTILITIES	3/5 & 3/12/2026	03/20/2026	WATER DEPT CYCLE A & B UTIL...	101-1018-43780	306.11
CITY UTILITIES	3/5 & 3/12/2026	03/20/2026	GOLF COURSE CYCLE A & B UT...	101-1018-43780	852.86
CITY UTILITIES	3/5 & 3/12/2026	03/20/2026	WASTE WATER DEPT CYCLE A...	101-1018-43780	1,935.71
ALBUQUERQUE PUBLISHING ...	356970	03/20/2026	LEGAL AD: WSP1 1 ITB 2026-02...	101-1010-43740	342.39
SIERRA VISTA HOSPITAL SIERR...	41000503	03/20/2026	COLLECTION DRUG TEST FEE ...	101-1004-48599	27.00
ALARM CONTROL TECHNOLOG...	41716	03/20/2026	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	41717	03/20/2026	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
MARLIN LEASING CORPORATI...	41766311	03/20/2026	CLERKS OFFICE OPEN PO FY25...	101-1001-43465	249.74
MARLIN LEASING CORPORATI...	41766311	03/20/2026	CITY MANAGER OPEN PO FY2...	101-1003-43465	360.75
MARLIN LEASING CORPORATI...	41766311	03/20/2026	FINANCE OFFICE OPEN PO FY...	101-1004-43465	299.70
MARLIN LEASING CORPORATI...	41766311	03/20/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43465	599.40
MARLIN LEASING CORPORATI...	41766311	03/20/2026	PARKS DEPT OPEN PO FY25/26	101-1009-43465	249.74
MARLIN LEASING CORPORATI...	41766311	03/20/2026	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.92
BULLOCKS INC	4508	03/20/2026	OPEN PO DRAWDOWN FOR ...	101-1009-44607	90.96
ARMIJOS CASA BONITA	46100	03/20/2026	INSTALL NEW DOOR	101-1014-43403	1,475.00
ARMIJOS CASA BONITA	46100	03/20/2026	TAX (LABOR)	101-1014-43403	123.53
BULLOCKS INC	8010	03/20/2026	OPEN PO FOR WATER	101-1003-44606	32.34
QUEST DIAGNOSTICS INC	9219840502	03/20/2026	OPEN PO DRAWDOWN FOR S...	101-1004-48599	182.55
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	CITY MANAGER'S OFFICE	101-1003-41226	190.46
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	FINANCE / ADMIN SERVICES	101-1004-41226	499.37
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	POLICE DEPT	101-1007-41226	1,450.70
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	PARKS & RECREATION	101-1009-41226	146.41
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	STREET DEPT	101-1011-41226	311.88
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	FACILITY MANAGEMENT	101-1014-41226	144.98
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	LIBRARY	101-1016-41226	237.16
WORKQUEST DBA HORIZONS ...	SINV050381	03/20/2026	RENTAL FEE	101-1004-43999	4.94
WORKQUEST DBA HORIZONS ...	SINV050381	03/20/2026	DOCUMENTS DESTRUCTION &...	101-1004-43999	45.75
DOCUMENT SOLUTION INC	410791	03/25/2026	CITY CLERK OFFICE SHARP OV...	101-1001-43465	145.38
DOCUMENT SOLUTION INC	410791	03/25/2026	CITY MANAGER OFFIC SHARP ...	101-1003-43465	431.25
DOCUMENT SOLUTION INC	410791	03/25/2026	FINANCE OFFICE SHARP OVER...	101-1004-43465	317.23
DOCUMENT SOLUTION INC	410791	03/25/2026	POLICE DEPT SHARP OVERAGE...	101-1007-43465	168.13
DOCUMENT SOLUTION INC	410791	03/25/2026	PARKS DEPT SHARP OVERAGE...	101-1009-43465	1.79
DOCUMENT SOLUTION INC	410791	03/25/2026	FACILITY MAINT SHARP OVER...	101-1014-43465	7.15
WINDSTREAM CORPORATION	101131348 3/18/26	03/26/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	98.07
TURTLEBACK PEST CONTROL I...	113317	03/26/2026	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,074.00
AMAZON CAPITAL SERVICES I...	11JF-ACGN-DFNR	03/26/2026	OFFICE SUPPLIES	101-1004-44606	18.33
AMAZON CAPITAL SERVICES I...	14NW-CNH3-GVFK	03/26/2026	OFFICE SUPPLIES	101-1004-44606	60.31
AMAZON CAPITAL SERVICES I...	17P9-1GH9-44R3	03/26/2026	OFFICE SUPPLIES	101-1004-44606	17.43
AMAZON CAPITAL SERVICES I...	1FMN-V7DK-1VGD	03/26/2026	OFFICE SUPPLIES	101-1004-44606	227.52
JARAMILLO ACCOUNTING GR...	2765	03/26/2026	RFP YEAR 1 OF 4- FY AUDIT SE...	101-1018-48596	5,585.74
UNIFIRST HOLDINGS INC DBA ...	2880346029	03/26/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	46.20

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST HOLDINGS INC DBA ...	2880348588	03/26/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	46.20
ADVANCED BUILDING SOLUTI...	3/25/2026	03/26/2026	ROOF REPAIR AND ELASTOME...	101-1014-43403	15,500.00
ADVANCED BUILDING SOLUTI...	3/25/2026	03/26/2026	TAX (LABOR)	101-1014-43403	1,298.12
QUILL CORPORATION	48020118	03/26/2026	ENHANCE FABRIC MOUSE PAD	101-1001-44606	20.89
QUILL CORPORATION	48033809	03/26/2026	QUILL BRAND PAPER - 8.5"X11"	101-1001-44606	219.95
QUILL CORPORATION	48045116	03/26/2026	WITE-OUT CORRECTION TAPE	101-1001-44606	13.37
QUILL CORPORATION	48045116	03/26/2026	DURACELL BATTERIES AA	101-1001-44606	33.99
QUILL CORPORATION	48045116	03/26/2026	POST IT POP UP NOTES	101-1001-44606	37.76
QUILL CORPORATION	48045116	03/26/2026	KLEENEX FACIAL TISSUE	101-1001-44606	49.60
QUILL CORPORATION	48045116	03/26/2026	AVERY NOTARY SEAL LABELS	101-1001-44606	8.15
QUILL CORPORATION	48045116	03/26/2026	QUILL CLASP ENVELOPES 9"X...	101-1001-44606	19.37
QUILL CORPORATION	48096113	03/26/2026	JAM COLORED PARCHMENT P...	101-1001-44606	333.00
SIERRA COUNTY SENTINEL	4839	03/26/2026	LAMINATED CARD STOCK DO...	101-1008-44607	232.04
STAPLES CONTRACT & COMM...	6058422851	03/26/2026	RED FILE POCKET	101-1004-44606	7.06
STAPLES CONTRACT & COMM...	6058422851	03/26/2026	BROWN FILE POCKETS	101-1004-44606	193.90
TYLER KNULL	64147	03/26/2026	SHIPPING	101-1008-44615	15.00
TYLER KNULL	64147	03/26/2026	METAL BADGES	101-1008-44615	500.00
TESTONS FREEWAY CHEVRON	6797	03/26/2026	ANIMAL SHELTER FUEL	101-1006-43316	66.83
TESTONS FREEWAY CHEVRON	6799	03/26/2026	OPEN PO - UNLEADED/DIESEL ...	101-1009-43316	680.40
TESTONS FREEWAY CHEVRON	6803	03/26/2026	OPEN PO FUEL PURCHASES FY...	101-1013-43316	111.93
INTERNATIONAL ASSOCIATION...	M26-C683824	03/26/2026	IAPE MEMBERSHIP - EVIDENCE...	101-1007-43770	65.00
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	CITY MANAGER'S OFFICE	101-1003-41226	190.46
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	FINANCE / ADMIN SERVICES	101-1004-41226	501.96
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	ANIMAL SHELTER	101-1006-41226	173.21
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	POLICE DEPT	101-1007-41226	1,451.02
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	PARKS & RECREATION	101-1009-41226	138.62
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	STREET DEPT	101-1011-41226	311.88
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	FACILITY MANAGEMENT	101-1014-41226	144.98
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	LIBRARY	101-1016-41226	237.16
Fund 101 - General Total:					187,451.87
Fund: 201 - Corrections					
SIERRA COUNTY TREASURER	03012026	03/13/2026	HOLDING OF PRISONERS FY25...	201-1903-48710	2,860.00
SIERRA VISTA HOSPITAL SIERR...	03/16/2026	03/20/2026	OPEN PO FOR CARE OF ARRES...	201-1903-48598	1,855.66
Fund 201 - Corrections Total:					4,715.66
Fund: 209 - Fire					
FREEDOM AND GLORY	146993	03/05/2026	8X12' POLYESTER US FLAG	209-1603-44607	459.98
FREEDOM AND GLORY	146993	03/05/2026	5X8' POLYESTER U.S. FLAG	209-1603-44607	159.98
XEROX CORP OLD	025162385	03/13/2026	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	330.07
TANGO TANGO LLC	5933	03/13/2026	ANNUAL RADIO INTEGRATION...	209-1603-48599	3,495.00
T OR C HARDWARE INC	185047/6	03/20/2026	OPEN PO DRAWDOWN FOR FD...	209-1603-47405	87.46
RONALD W HOSKINS JR DBA ...	3/14/2026	03/20/2026	LABOR SALES TAX	209-1603-47420	143.21
RONALD W HOSKINS JR DBA ...	3/14/2026	03/20/2026	PUMP TEST LITTLE TIMMY	209-1603-47420	285.00
RONALD W HOSKINS JR DBA ...	3/14/2026	03/20/2026	PUMP TEST REV 1	209-1603-47420	285.00
RONALD W HOSKINS JR DBA ...	3/14/2026	03/20/2026	PUMP TEST LADDER 1	209-1603-47420	285.00
RONALD W HOSKINS JR DBA ...	3/14/2026	03/20/2026	PUMP TEST LITTLE RONNIE	209-1603-47420	285.00
RONALD W HOSKINS JR DBA ...	3/14/2026	03/20/2026	PUMP TEST ROSE 1	209-1603-47420	285.00
RONALD W HOSKINS JR DBA ...	3/14/2026	03/20/2026	PUMP TEST LIL PAULY	209-1603-47420	285.00
LYNNS LANDSCAPE	3181	03/20/2026	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
MARLIN LEASING CORPORATI...	41766311	03/20/2026	FIRE DEPT OPEN PO FY25/26	209-1603-43465	249.74
VERDE ENVIRONMENTAL INC	64059	03/20/2026	SHIPPING	209-1603-44615	454.73
VERDE ENVIRONMENTAL INC	64059	03/20/2026	CLASS A & CLASS B SPILL FIRE ...	209-1603-44615	3,570.00
MPG SERVICES LLC	83100	03/20/2026	1 URINAL & VALVE, 2 HANDLE...	209-1603-47405	733.84
DOCUMENT SOLUTION INC	410791	03/25/2026	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	3.58
WINDSTREAM CORPORATION	100377628 3/16/26	03/26/2026	FIRE DEPT OPEN PO FY25/26	209-1603-43775	144.88

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TESTONS FREEWAY CHEVRON	6800	03/26/2026	OPEN PO FOR GAS/FUEL FY 25...	209-1603-43316	199.96
Fund 209 - Fire Total:					12,268.05

Fund: 211 - Law Enforce Prot

GALLS PARENT HOLDINGS LLC...	034191110	03/13/2026	SHIPPING	211-2003-44573	17.49
GALLS PARENT HOLDINGS LLC...	034191110	03/13/2026	5.11 V.XI SIGURD L/S SHIRT	211-2003-44573	75.00
GALLS PARENT HOLDINGS LLC...	034191110	03/13/2026	5.11 STRYKE PANT W/FLEX-TA...	211-2003-44573	190.00
GALLS PARENT HOLDINGS LLC...	034226801	03/13/2026	COLD WEATHER RAPID OPS	211-2003-44573	150.00
GALLS PARENT HOLDINGS LLC...	034226801	03/13/2026	SHIPPING	211-2003-44573	9.88
SIRCHIE ACQUISITION CO LLC	0727213-IN	03/13/2026	EVIDENCE COLLECTION ITEMS	211-2003-44607	38.08
SIRCHIE ACQUISITION CO LLC	0732303-IN	03/13/2026	EVIDENCE COLLECTION ITEMS	211-2003-44607	95.54
SOUTHWEST TRAINING CONS...	2025263	03/13/2026	INSTRUCTOR DEVELOPMENT ...	211-2003-42535	550.00
THE LINE LLC	227261	03/13/2026	OPEN PO DRAWDOWN FOR U...	211-2003-44573	479.65
POLICE DEPARTMENT BANK O...	02/28/2026 - PD	03/17/2026	LODGING	211-2003-42535	140.53
LENSLOCK INC	0423-260305-OTP	03/20/2026	MAGNETIC MOUNT FOR BODY..	211-2003-44607	68.00
LENSLOCK INC	0423-260305-OTP	03/20/2026	MAGNETIC BODY MOUNT FOR..	211-2003-44607	68.00
LENSLOCK INC	0423-260305-OTP	03/20/2026	MAGNETIC MOUNT FOR BODY..	211-2003-44607	68.00
LENSLOCK INC	0423-260305-OTP	03/20/2026	MAGNETIC MOUNT FOR BODY..	211-2003-44607	68.00
LENSLOCK INC	0423-260305-OTP	03/20/2026	MAGNETIC MOUNT FOR BODY..	211-2003-44607	68.00
LENSLOCK INC	0423-260305-OTP	03/20/2026	SHIPPING	211-2003-44607	20.00
KAUFMANS WEST LLC	2061 5L	03/20/2026	VEST PATCHES FOR EVIDENCE	211-2003-44615	59.90
KAUFMANS WEST LLC	2061 5L	03/20/2026	SHIPPING	211-2003-44615	8.00
KAUFMANS WEST LLC	20614L	03/20/2026	SHIPPING	211-2003-44573	4.00
KAUFMANS WEST LLC	20614L	03/20/2026	NAMETAPE FOR OFFICER AND...	211-2003-44573	8.90
ADVANCED COMMUNICATIO...	303455	03/20/2026	MILAGE / MOBILIZATION	211-2003-44615	333.00
ADVANCED COMMUNICATIO...	303455	03/20/2026	TROUBLESHOOTING RADIO	211-2003-44615	150.00
ADVANCED COMMUNICATIO...	303455	03/20/2026	TAX (LABOR)	211-2003-44615	40.45
NM DEPT OF PUBLIC SAFETY T...	JACQUEZ CONRAD	03/20/2026	ADVANCED CERTIFICATIONS ...	211-2003-42535	110.00
NM DEPT OF PUBLIC SAFETY T...	TAVIZON LOUIS	03/20/2026	INSTRUCTOR CERTIFICATION ...	211-2003-42535	10.00
NM DEPT OF PUBLIC SAFETY T...	VILLARREAL BRANDON	03/20/2026	INSTRUCTOR CERTIFICATION ...	211-2003-42535	10.00
SIERRA COUNTY SENTINEL	4839	03/26/2026	NCR TRESPASS FORMS - 1000 ...	211-2003-44607	407.34
SIERRA COUNTY SENTINEL	4839	03/26/2026	NCR TOW SHEETS - 1000 CT	211-2003-44607	274.72
Fund 211 - Law Enforce Prot Total:					3,522.48

Fund: 214 - Lodgers Tax

GERONIMO TRAIL SCENIC BY...	1/31/2026	03/05/2026	FY 26 WEBSITE MAINTENANCE..	214-2560-60725	130.05
INTEGRATED ENVIRONMENTA...	546	03/05/2026	RENTAL FEE FOR 523 BROAD...	214-2540-60725	1,923.01
RUANNA WALDRUM	14 0001784	03/13/2026	FY 25/26 SCRTAB CONTRACT	214-2560-60725	858.02
RUANNA WALDRUM	15 0001811	03/13/2026	FY 25/26 SCRTAB CONTRACT	214-2560-60725	1,418.94
GERONIMO TRAIL SCENIC BY...	3/6/2026	03/13/2026	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	508.33
SIERRA COUNTY SENTINEL	4766 PIO	03/13/2026	PIO PRINT ADS	214-2540-60725	856.16
COMMUNITY SERVICE BANK ...	02/28/2026 - GO	03/17/2026	1 -1/2 X 1-1/4 PVC SWING JOI...	214-2503-44608	296.23
SUNNY 505	004513	03/20/2026	NM GRT	214-2560-60725	2,976.68
SUNNY 505	004513	03/20/2026	FY 25/26 ADVERTISING CONTI...	214-2560-60725	37,623.60
T OR C HARDWARE INC	184854/6	03/20/2026	GOLF COURSE FIELD SUPPLIES	214-2503-44608	304.15
T OR C HARDWARE INC	184876/6	03/20/2026	GOLF COURSE FIELD SUPPLIES	214-2503-44608	165.87
T OR C HARDWARE INC	185034/6	03/20/2026	GOLF COURSE FIELD SUPPLIES	214-2503-44608	37.69
T OR C HARDWARE INC	185037/6	03/20/2026	GOLF COURSE FIELD SUPPLIES	214-2503-44608	21.44
T OR C HARDWARE INC	185121/6	03/20/2026	GOLF COURSE FIELD SUPPLIES	214-2503-44608	2.27
VETERANS MEMORIAL TRUST ...	3/04/2026	03/20/2026	FY 25/26 VETERANS MEMORI...	214-2560-60725	345.33
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	LODGERS TAX	214-2503-41226	55.82
COOPERATIVE EDUCATIONAL ...	24-164174	03/26/2026	LODGERS TAX-SHORT FALL OF...	214-2503-43999	365.26
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	LODGERS TAX	214-2503-41226	55.82
Fund 214 - Lodgers Tax Total:					47,944.67

Fund: 216 - Muni Street

SUPERIOR WEED AND PEST C...	022022429	03/13/2026	WEED CONTROL	216-4503-43550	4,228.25
SANCO OIL LLC	2072	03/13/2026	FUEL	216-4503-43316	142.74
SANCO OIL LLC	2075	03/13/2026	FUEL	216-4503-43316	53.79
SANCO OIL LLC	2090	03/13/2026	FUEL	216-4503-43316	131.32
SUPERIOR WEED AND PEST C...	022022459	03/20/2026	TREATMENT/SPRAY	216-4503-43550	3,197.06
T OR C HARDWARE INC	184823/6	03/20/2026	OPEN PO DRAWDOWN FOR P...	216-4503-44607	419.87

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T OR C HARDWARE INC	185063/6	03/20/2026	OPEN PO DRAWDOWN FOR P...	216-4503-44607	61.73
BULLOCKS INC	4085	03/20/2026	PALLET OF WATER	216-4503-44607	257.49
MARLIN LEASING CORPORATI...	41760241	03/20/2026	STREET DEPT OPEN PO FY25/...	216-4503-43465	204.43
TESTONS FREEWAY CHEVRON	6798	03/26/2026	TESTON FUEL	216-4503-43316	1,310.40
Fund 216 - Muni Street Total:					10,007.08
Fund: 294 - State Library					
THE LIBRARY CORPORATION	INV11004425	03/13/2026	ITSMARC SOFTWARE LIC REN...	294-5003-60835	2,524.73
MARLIN LEASING CORPORATI...	41766311	03/20/2026	LIBRARY OPEN PO FY25/26	294-5003-60834	324.66
THE LIBRARY STORE	778797	03/20/2026	TLS STEEL BOOKENDS - 9"	294-5003-60835	1,024.10
THE LIBRARY STORE	778797	03/20/2026	TLS STEEL BOOKENDS - 5"	294-5003-60835	597.50
THE LIBRARY STORE	778797	03/20/2026	SHIPPING	294-5003-60835	100.69
DOCUMENT SOLUTION INC	410791	03/25/2026	LIBRARY SHARP OVERAGE OP...	294-5003-60834	63.06
Fund 294 - State Library Total:					4,634.74
Fund: 295 - Muni Pool					
MARLIN LEASING CORPORATI...	41766311	03/20/2026	POOL OPEN PO FY25/26	295-4803-43465	49.96
JR AQUATIC SERVICES LLC	577	03/20/2026	DELIVERY	295-4803-44607	250.00
JR AQUATIC SERVICES LLC	577	03/20/2026	50# FILTER SAND	295-4803-44607	900.00
WARM SPRINGS RENT ALL	59483	03/20/2026	FLOOR EDGER 7"	295-4803-43403	650.00
WARM SPRINGS RENT ALL	59483	03/20/2026	FLOOR POLISHER	295-4803-43403	46.00
WARM SPRINGS RENT ALL	59483	03/20/2026	TILE SAW 24"	295-4803-43403	179.00
WARM SPRINGS RENT ALL	59483	03/20/2026	TAX	295-4803-43403	109.19
WARM SPRINGS RENT ALL	59483	03/20/2026	SANDING DISCS 17" 100 GRIT	295-4803-43403	70.00
WARM SPRINGS RENT ALL	59483	03/20/2026	DIAMOND GRINDER WHEEL	295-4803-43403	65.00
WARM SPRINGS RENT ALL	59483	03/20/2026	GRINDER 7"	295-4803-43403	223.43
WARM SPRINGS RENT ALL	59483	03/20/2026	SANDING DISC 7" 20GRIT	295-4803-43403	31.35
WARM SPRINGS RENT ALL	59483	03/20/2026	SANDING ATTACHMENT FOR ...	295-4803-43403	7.00
WARM SPRINGS RENT ALL	59483	03/20/2026	TUNGSTEN CARBIDE DISC	295-4803-43403	32.00
WARM SPRINGS RENT ALL	59495	03/20/2026	#2 DIAMOND GRINDER WHEEL	295-4803-43403	65.00
WARM SPRINGS RENT ALL	59495	03/20/2026	#3 DIAMOND GRINDER WHEEL	295-4803-43403	77.00
WARM SPRINGS RENT ALL	59495	03/20/2026	TAX	295-4803-43403	35.76
WARM SPRINGS RENT ALL	59495	03/20/2026	#2 GRINDER 7"	295-4803-43403	285.00
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	POOL	295-4803-41226	42.67
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	POOL	295-4803-41226	42.67
Fund 295 - Muni Pool Total:					3,161.03
Fund: 296 - PD GRT					
ADSLCNM INC DBA AMERICAN..	0540840	03/05/2026	BI-MONTHLY DOCUMENT DES...	296-2403-48598	125.26
POLICE DEPARTMENT BANK O...	02/28/2026 - PD	03/17/2026	GPS SERVICES FOR ANNUAL ...	296-2403-48598	162.84
DELL TECHNOLOGIES	10863049610	03/20/2026	DELL PRO TOWER PLUS QBT 1...	296-2403-44613	1,571.93
Fund 296 - PD GRT Total:					1,860.03
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	108594	03/05/2026	BEST FRIENDS MEDICAL FUND	299-7051-48710	439.48
ARENAS VALLEY ANIMAL CLIN...	108635	03/05/2026	GETTING ANIMALS FIXED	299-7067-48598	2,809.08
Fund 299 - SPECIAL REVENUE FUNDS Total:					3,248.56
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724 3/16/26	03/26/2026	VETERANS WALL OPEN PO FY...	303-4703-43775	300.09
Fund 303 - Vet Wall Total:					300.09
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	147737	03/13/2026	SYSTEM REDUNDANCY & HYD...	315-7027-48598	30,507.42
COOPERATIVE EDUCATIONAL ...	24-164174	03/26/2026	SKATE PARK CONSTRUCTION ...	315-8012-80845	29,221.12
Fund 315 - CI Reserve Total:					59,728.54
Fund: 340 - ROAD/STREET PROJECTS					
WILSON & COMPANY INC ENG...	144996	03/20/2026	MATCH	340-7032-45600	2,632.57
Fund 340 - ROAD/STREET PROJECTS Total:					2,632.57
Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY INC ENG...	147737	03/13/2026	WFP-6323 GRANT	360-7048-80860	62,041.19
J & H SERVICES INC	2 - 2/27/2026	03/20/2026	SHOVEL READY WA SYSTEM I...	360-7044-45600	51,000.00

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J & H SERVICES INC	2 - 2/27/2026	03/20/2026	SHOVEL READY WA SYSTEM I...	360-7044-80860	463,101.99
Fund 360 - NMFA PROJECTS Total:					576,143.18
Fund: 380 - OTHER STATE FUNDED PROJECTS					
WILSON & COMPANY INC ENG...	147740	03/13/2026	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	28,127.65
SOMOS SOLAR INC	001	03/20/2026	GENERAL CONDITIONS	380-7058-80860	27,474.11
PLUMA LLC	3 - R1	03/20/2026	FY23 GRANT AGREEMENT 419...	380-7054-80860	265,343.91
SOMOS SOLAR INC	002	03/26/2026	ELECTRICAL	380-7058-80860	4,750.00
SOMOS SOLAR INC	002	03/26/2026	GENERAL CONDITIONS	380-7058-80860	18,371.43
SOMOS SOLAR INC	003	03/26/2026	GENERAL CONDITIONS	380-7058-80860	22,982.14
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					367,049.24
Fund: 403 - Pledge State DEBT SERVICE					
NEW MEXICO FINANCE AUTH...	3/4/2026	03/05/2026	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	3/4/2026	03/05/2026	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.73
NEW MEXICO FINANCE AUTH...	3/4/2026	03/05/2026	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,438.95
NEW MEXICO FINANCE AUTH...	3/4/2026	03/05/2026	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,572.83
BANK OF THE SOUTHWEST	3/4/2026	03/05/2026	INTEREST PAYMENTS WISPI 2...	403-1203-90910	4,065.00
NEW MEXICO FINANCE AUTH...	3/4/2026	03/05/2026	NMFA DW-4794 MONTHLY D...	403-1203-90925	125.00
BANK OF THE SOUTHWEST	3/25/2026	03/26/2026	INCREASED AMOUNT APPROV...	403-1203-90910	5,458.44
Fund 403 - Pledge State DEBT SERVICE Total:					35,949.53
Fund: 501 - Cemetery					
ALL FUNERAL SERVICES	MUWM2MOD-0010-AC2	03/05/2026	FIXED MONTHLY SERVICE CHA...	501-1803-48599	150.00
Fund 501 - Cemetery Total:					150.00
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
XEROX CORP OLD	025162384	03/13/2026	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	358.22
PITNEY BOWES INC	3322145580	03/13/2026	UB OPEN PO 25/26 PITNEY B...	502-3601-43770	639.99
MARLIN LEASING CORPORATI...	41766311	03/20/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43465	399.62
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	UTILITY OFFICE	502-3601-41226	256.64
DOCUMENT SOLUTION INC	410791	03/25/2026	UTILITY OFFICE SHARP OVERA...	502-3601-43465	26.49
SPECTRUM NEW MEXICO LLC ...	IC-26-13617	03/26/2026	10000 #10 WINDOW	502-3601-43740	1,300.00
SPECTRUM NEW MEXICO LLC ...	IC-26-13617	03/26/2026	10000 #9 RETURN	502-3601-43740	1,300.00
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	UTILITY OFFICE	502-3601-41226	256.64
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					4,537.60
Fund: 503 - Electric					
TRIPLE H SOLAR LLC	0417	03/05/2026	ENGINEERING SERVICES- OPEN...	503-3702-48598	2,415.10
MARTO ENERGY	1009	03/13/2026	SUNSET & 1ST ST POLE REPLA...	503-3702-47415	2,000.00
MARTO ENERGY	1009	03/13/2026	SALES TAX	503-3702-47415	1,536.81
MARTO ENERGY	1009	03/13/2026	CLANCEY & MARR POLE REPL...	503-3702-47415	6,000.00
MARTO ENERGY	1009	03/13/2026	RESECURE POLE TOP PINS IN ...	503-3702-47415	10,350.00
TRI STATE GENERATION & TR...	1070000	03/13/2026	POWER SERVICE- OPEN PO FY...	503-3702-50795	43,130.75
FULL SEND LINEWORK LLC	1660	03/13/2026	MATERIALS	503-3702-47415	15,181.26
FULL SEND LINEWORK LLC	1660	03/13/2026	INSTALL 2/0 ACSR AND REPLA...	503-3702-47415	39,375.00
FULL SEND LINEWORK LLC	1660	03/13/2026	TAX (LABOR)	503-3702-47415	4,569.09
REEDS TIRE CENTER	17099	03/13/2026	275/65/18 HERCULES ATX VE...	503-3702-47420	980.00
THE WELDING SHOP	3/7/2026	03/13/2026	FABRICATION OF 2 CUT OFF B...	503-3702-44607	520.00
SIERRA AUTO PARTS LLC	344121	03/13/2026	XBO DEWALT IMPACT	503-3702-44607	169.99
SIERRA AUTO PARTS LLC	344121	03/13/2026	GWR 80420 3/8 HEX SCKT 5/1...	503-3702-44607	3.91
SIERRA AUTO PARTS LLC	344121	03/13/2026	XBO 3/8 ADPT	503-3702-44607	5.99
SIERRA AUTO PARTS LLC	344121	03/13/2026	XBO MARKER PAINT	503-3702-44607	143.88
SIERRA AUTO PARTS LLC	344121	03/13/2026	SCO75260	503-3702-44607	39.08
SIERRA AUTO PARTS LLC	344382	03/13/2026	DOR 270-014	503-3702-44607	6.08
SIERRA AUTO PARTS LLC	344382	03/13/2026	DOR- 210-014	503-3702-44607	12.48
SIERRA AUTO PARTS LLC	344382	03/13/2026	DOR 312-014	503-3702-44607	22.40
SIERRA AUTO PARTS LLC	344382	03/13/2026	DOR 197-425	503-3702-44607	56.00
SIERRA AUTO PARTS LLC	344382	03/13/2026	XBO 10 INSH TIERS	503-3702-44607	59.98
WESTERN UNITED ELECTRIC	6165859	03/13/2026	W40-1	503-3702-44607	309.00
WESTERN UNITED ELECTRIC	6167209	03/13/2026	HDSO57 CLAMP DE SHOE WIDE	503-3702-44607	187.11
WESTERN UNITED ELECTRIC	6167210	03/13/2026	HDSO57 CLAMP DE SHOE WIDE	503-3702-44607	481.14
WESTERN UNITED ELECTRIC	6167211	03/13/2026	1-50211-102DABQ 25KV 1PH ...	503-3702-44607	7,841.25
SIERRA ELECTRIC CO-OP INC	716800 3/6/2025	03/13/2026	POWER SERVICES-OPEN PO FY...	503-3702-50795	214,719.39

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LANDIS+GYR TECHNOLOGY INC	90426838	03/13/2026	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,860.00
SSA SOLAR OF NM 4 LLC MN8	NM-14-015	03/13/2026	POWER SERVICES- OPEN PO FY...	503-3702-50795	17,824.56
ELECTRIC BANK OF AMERICA	02/28/2026 - EL	03/17/2026	WATER CASE OF 40	503-3702-44607	54.70
CABALLO STATE PARK	12022025	03/20/2026	REFUND PAYMENT FOR UTILI...	503-3702-27351	148.99
REEDS TIRE CENTER	17146	03/20/2026	TAXES (LABOR)	503-3702-47420	11.00
REEDS TIRE CENTER	17146	03/20/2026	DISPOSAL 19.5	503-3702-47420	32.00
REEDS TIRE CENTER	17146	03/20/2026	19.5 MOUNTS	503-3702-47420	100.00
TRANSMISSION & DISTRIBUTI...	18453	03/20/2026	EL DISTRIBUTION SYSTEM ST...	503-3702-48598	21,354.51
MARLIN LEASING CORPORATI...	41766311	03/20/2026	ELECTRIC DEPT OPEN PO FY25...	503-3702-43465	124.88
VERIZON WIRELESS	6137609073	03/20/2026	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	54.01
ZIA UTILITY SERVICES LLC	7046	03/20/2026	NETWORK GATEWAY COLLEC...	503-3702-47415	7,772.00
ASPLUNDH ELECTRICAL TESTI...	96483	03/20/2026	ASSEMBLE/TEST EQUIPMENT	503-3702-47415	9,000.00
ASPLUNDH ELECTRICAL TESTI...	96483	03/20/2026	INSTALL PROTECTION PACKA...	503-3702-47415	5,750.00
ASPLUNDH ELECTRICAL TESTI...	96483	03/20/2026	PROCURE EQUIPMENT FOR N...	503-3702-47415	2,000.00
ASPLUNDH ELECTRICAL TESTI...	96483	03/20/2026	INSTALL PROTECTION PACKA...	503-3702-47415	5,750.00
CARLOS SAENZ	INV 03.10.2026	03/20/2026	INSTALL AND CONCRETE 3 BA...	503-3702-47415	850.00
CARLOS SAENZ	INV 03.10.2026	03/20/2026	TAX (LABOR)	503-3702-47415	70.13
WESTERN AREA POWER ADM...	JJPB1798A0226	03/20/2026	BASE DEMAND & BASE ENER...	503-3702-50795	42,553.59
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	ELECTRIC DEPT	503-3702-41226	429.36
DOCUMENT SOLUTION INC	410791	03/25/2026	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	9.02
WESTERN UNITED ELECTRIC	6168284	03/26/2026	PEL-US-8124-30 STEEL BANDI...	503-3702-44607	280.00
WESTERN UNITED ELECTRIC	6168284	03/26/2026	PMR11168-001 BANDING TO...	503-3702-44607	1,088.00
WESTERN UNITED ELECTRIC	6168284	03/26/2026	PMR 10995-001 BUCKLES 3/4	503-3702-44607	125.00
TESTONS FREEWAY CHEVRON	6801	03/26/2026	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,191.09
GRAINGER INC	9830259595	03/26/2026	ANGLE GRINDER 9 IN DIA, 6,5...	503-3702-44607	619.88
GRAINGER INC	9830259595	03/26/2026	SEGMENTCPGRINDWHEEL 5/...	503-3702-44607	278.56
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	ELECTRIC DEPT	503-3702-41226	429.36
Fund 503 - Electric Total:					469,876.33

Fund: 504 - Water

UNIFIRST HOLDINGS INC DBA ...	2880343956	03/05/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	41.53
UNIFIRST HOLDINGS INC DBA ...	2880346036	03/05/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
UNIFIRST HOLDINGS INC DBA ...	2880348599	03/05/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
TAXATION AND REVENUE	3/4/2026	03/05/2026	WATER CONSERVATION FEE FY...	504-3803-43797	767.84
PVS DX INC	747000339-26	03/05/2026	OPEN PO FOR CHLORINE FY 25...	504-3803-44605	1,492.17
SANCO OIL LLC	2073	03/13/2026	OPEN PO FY 25-26 FOR FUEL...	504-3803-43316	62.20
SANCO OIL LLC	2086	03/13/2026	OPEN PO FY 25-26 FOR FUEL...	504-3803-43316	58.99
BAKER UTILITY SUPPLY CORP	INV341968	03/13/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	67.50
BAKER UTILITY SUPPLY CORP	INV342015	03/13/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	3,450.00
BAKER UTILITY SUPPLY CORP	INV342016	03/13/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	2,292.10
BAKER UTILITY SUPPLY CORP	INV342021	03/13/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	101.60
WATER BANK OF AMERICA	02/28/2026 - WA	03/17/2026	HOTEL	504-3803-42720	155.24
WATER BANK OF AMERICA	02/28/2026 - WA	03/17/2026	MEALS	504-3803-42720	8.13
WEX BANK	110949182 - WA	03/20/2026	WATER - OPEN PO 25/26 FUEL	504-3803-43316	1,498.05
T OR C HARDWARE INC	184921/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	7.59
T OR C HARDWARE INC	184925/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	7.59
T OR C HARDWARE INC	185020/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	0.75
T OR C HARDWARE INC	185147/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	93.05
T OR C HARDWARE INC	185163/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	12.82
AMAZON CAPITAL SERVICES I...	1RM6-XDFP-3171	03/20/2026	PALLET OF WATER BOTTLES	504-3803-44607	334.50
AMAZON CAPITAL SERVICES I...	1RW3-34VG-J6HD	03/20/2026	GLASS CLEANERS	504-3803-44606	20.07
AMAZON CAPITAL SERVICES I...	1RW3-34VG-J6HD	03/20/2026	HAND TOWEL	504-3803-44606	21.13
AMAZON CAPITAL SERVICES I...	1RW3-34VG-J6HD	03/20/2026	BATH TISSUE ROLLS	504-3803-44606	48.92
UNIFIRST HOLDINGS INC DBA ...	2880350876	03/20/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
UNIFIRST HOLDINGS INC DBA ...	2880353805	03/20/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
MARLIN LEASING CORPORATI...	41766311	03/20/2026	WATER DEPT OPEN PO FY25/...	504-3803-43465	49.96
BAKER UTILITY SUPPLY CORP	INV342093	03/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	2,010.00
BAKER UTILITY SUPPLY CORP	INV342094	03/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	1,605.50
BAKER UTILITY SUPPLY CORP	INV342388	03/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	2,796.00
BAKER UTILITY SUPPLY CORP	INV342389	03/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	43.00
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	WATER DEPT	504-3803-41226	337.78

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JESSE COLE	03326	03/26/2026	JESSE COLE CONTRACT FOR ...	504-3803-48598	1,126.47
NM UTILITY OPERATOR CERTIF.. FOREMAN JAMIE WS3		03/26/2026	JAMIE FOREMAN WS3 TEST	504-3803-42720	30.00
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	WATER DEPT	504-3803-41226	337.78
PVS DX INC	RE7001307-26	03/26/2026	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
Fund 504 - Water Total:					19,138.38

Fund: 505 - Solid Waste

AMAZON CAPITAL SERVICES I...	17TH-H4TJ-14D6	03/05/2026	WINDEX GLASS & WINDOW C...	505-3904-44606	19.05
AMAZON CAPITAL SERVICES I...	17TH-H4TJ-14D6	03/05/2026	UPGRADED BROOM & DUSTP...	505-3904-44606	37.03
AMAZON CAPITAL SERVICES I...	17TH-H4TJ-14D6	03/05/2026	DIAL POFESSIONAL,LQ HAND ...	505-3904-44606	64.00
AMAZON CAPITAL SERVICES I...	17TH-H4TJ-14D6	03/05/2026	500PK ELECTROLYTE POWDER...	505-3904-44606	174.00
AMAZON CAPITAL SERVICES I...	17TH-H4TJ-14D6	03/05/2026	SUNEE 2POCKET FOLDERS W/...	505-3904-44606	16.14
AMAZON CAPITAL SERVICES I...	17TH-H4TJ-14D6	03/05/2026	MAILLA FOLDERS	505-3904-44606	19.42
AMAZON CAPITAL SERVICES I...	17WY-1Q13-3JJW	03/05/2026	STAPLES TRU RED CLOOR PRI...	505-3904-44606	145.24
FOXWORTH GALBRAITH	379518	03/05/2026	1-60808YP4/CROSSTIE USED 6...	505-3904-47415	657.40
SUPERIOR WEED AND PEST C...	022022464	03/13/2026	WEED CONTROL	505-3904-47415	2,875.00
SUPERIOR WEED AND PEST C...	022022464	03/13/2026	LABOR/SERVICE TAX	505-3904-47415	240.78
CITY OF LAS CRUCES	115345	03/13/2026	SCSWA WASTE DISPOSAL	505-3904-45601	58,374.60
SIERRA AUTO PARTS LLC	344222	03/13/2026	FN7 71985 -SLAP DISC 4-1/2 3...	505-3904-44607	22.12
SIERRA AUTO PARTS LLC	344223	03/13/2026	LIJ 1134 GREASE GUN	505-3904-44607	183.04
SIERRA AUTO PARTS LLC	344223	03/13/2026	CPM 11-151 GREASE FITTING	505-3904-44607	6.68
SIERRA AUTO PARTS LLC	344223	03/13/2026	WIL W5215 GREASE FITTING ...	505-3904-44607	14.78
NORTHERN TOOL & EQUIPME...	4ED59E94	03/13/2026	5774540 -1/2X4X6IN CARBIDE...	505-3904-43403	38.91
NORTHERN TOOL & EQUIPME...	8B0E0A27	03/13/2026	6172559 5PC FLAP DISC-ZIRC	505-3904-43403	79.96
NORTHERN TOOL & EQUIPME...	D6DD9224	03/13/2026	5847999- 1/2X3-3/4 WEDGE ...	505-3904-43403	134.97
SOLID WASTE BANK OF AMER...	02/28/2026 - TR	03/17/2026	GREAT VALUE PURIFIED WAT...	505-3904-44615	65.64
WEX BANK	110949182 - TR	03/20/2026	WEX- DIESEL & GASOLINE	505-3904-43316	4,771.17
RELIANCE STEEL	12 IV-521747	03/20/2026	3/8" X 33.7500" X 96.0000"	505-3904-43403	4,283.28
RELIANCE STEEL	12 IV-521747	03/20/2026	3/8" X 33.7500" X 84.0000"	505-3904-43403	623.74
T OR C HARDWARE INC	185120/6	03/20/2026	LABOR-SHAPING	505-3904-47415	6.50
T OR C HARDWARE INC	185120/6	03/20/2026	DISCOUNT-	505-3904-47415	-10.30
T OR C HARDWARE INC	185120/6	03/20/2026	1 EA -1001511D /PLATINUM O...	505-3904-47415	25.99
T OR C HARDWARE INC	185120/6	03/20/2026	1 EA -1001506D/ HP OIL 12.8...	505-3904-47415	35.99
T OR C HARDWARE INC	185120/6	03/20/2026	2 EA-7000657D/ 33RSC3 60 E ...	505-3904-47415	69.98
T OR C HARDWARE INC	185120/6	03/20/2026	2 EA 2009665 /DIAB AUGER BI...	505-3904-47415	73.98
MARLIN LEASING CORPORATI...	41766311	03/20/2026	SOLID WASTE OPEN PO FY25/...	505-3904-43465	124.88
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	SOLID WASTE DEPT	505-3904-41226	627.00
BORDER RECAPING LLC	26-0341242-003	03/25/2026	315/80R22.5 HANKOOK AMO...	505-3904-44607	1,973.36
BORDER RECAPING LLC	26-0341242-003	03/25/2026	11R22.5 UNIROYAL HS2 LRH	505-3904-44607	7,212.96
DOCUMENT SOLUTION INC	410791	03/25/2026	SANITATION DEPTSHARP OVE...	505-3904-43465	72.00
JACKSON COMPACTION	35669	03/26/2026	LABOR TECH	505-3904-47420	125.00
JACKSON COMPACTION	35669	03/26/2026	DRIVE TIME	505-3904-47420	475.00
JACKSON COMPACTION	35669	03/26/2026	MILEAGE	505-3904-47420	263.50
JACKSON COMPACTION	35669	03/26/2026	FUEL SURCHARGE	505-3904-47420	127.10
JACKSON COMPACTION	35701	03/26/2026	LABOR TECH 1 -	505-3904-47420	343.75
JACKSON COMPACTION	35701	03/26/2026	DRIVE TIME	505-3904-47420	475.00
JACKSON COMPACTION	35701	03/26/2026	FUEL SURCHARGE	505-3904-47420	127.10
JACKSON COMPACTION	35701	03/26/2026	MILEAGE	505-3904-47420	263.50
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	SOLID WASTE DEPT	505-3904-41226	582.58
Fund 505 - Solid Waste Total:					85,841.82

Fund: 506 - WWTP

UNIFIRST HOLDINGS INC DBA ...	2880343956	03/05/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	41.54
UNIFIRST HOLDINGS INC DBA ...	2880346036	03/05/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04
UNIFIRST HOLDINGS INC DBA ...	2880348599	03/05/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04
VILLAGE OF WILLIAMSBURG	3/4/2026	03/05/2026	SEWER RECEIPTS FY 2025 - 20...	506-4005-48798	4,312.23
SANCO OIL LLC	2077	03/13/2026	OPEN PO FY 25-26 FOR FUEL-...	506-4005-43316	77.13
WEX BANK	110949182 - WW	03/20/2026	WW FUEL OPEN PO FY25/26	506-4005-43316	553.81
AMAZON CAPITAL SERVICES I...	17P1-FH3P-G1CG	03/20/2026	UREA FOR COMPOST	506-4005-44607	137.48
T OR C HARDWARE INC	184921/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	7.60
T OR C HARDWARE INC	184925/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	7.60
T OR C HARDWARE INC	185020/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	0.76

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T OR C HARDWARE INC	185147/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	93.06
T OR C HARDWARE INC	185163/6	03/20/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	12.82
AMAZON CAPITAL SERVICES I...	1RM6-XDFP-3171	03/20/2026	PALLET OF WATER BOTTLES	506-4005-44607	334.50
AMAZON CAPITAL SERVICES I...	1RW3-34VG-J6HD	03/20/2026	HAND TOWEL	506-4005-44606	21.13
AMAZON CAPITAL SERVICES I...	1RW3-34VG-J6HD	03/20/2026	BATH TISSUE ROLLS	506-4005-44606	48.92
AMAZON CAPITAL SERVICES I...	1RW3-34VG-J6HD	03/20/2026	GLASS CLEANERS	506-4005-44606	20.06
UNIFIRST HOLDINGS INC DBA ...	2880350876	03/20/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04
UNIFIRST HOLDINGS INC DBA ...	2880353805	03/20/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04
MARLIN LEASING CORPORATI...	41766311	03/20/2026	WASTE WATER OPEN PO FY25...	506-4005-43465	249.74
EUROFINS ENVIRONMENTAL ...	8850034039	03/20/2026	CHANGE ORDER	506-4005-44605	39.14
EUROFINS ENVIRONMENTAL ...	8850034039	03/20/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	574.32
EUROFINS ENVIRONMENTAL ...	8850034300	03/20/2026	CHANGE ORDER	506-4005-44605	134.53
EUROFINS ENVIRONMENTAL ...	8850034423	03/20/2026	CHANGE ORDER	506-4005-44605	613.46
EUROFINS ENVIRONMENTAL ...	8850034545	03/20/2026	CHANGE ORDER	506-4005-44605	134.53
EUROFINS ENVIRONMENTAL ...	8850034687	03/20/2026	CHANGE ORDER	506-4005-44605	613.46
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	WASTE WATER DEPT	506-4005-41226	168.84
DOCUMENT SOLUTION INC	410791	03/25/2026	WASTE WATER DEPT SHARP ...	506-4005-43465	73.54
JESSE COLE	03326	03/26/2026	JESSE COLE CONTRACT FOR ...	506-4005-48598	1,126.46
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	WASTE WATER DEPT	506-4005-41226	168.84
NM UTILITY OPERATOR CERTIF..	THOMAS CHRIS WW1	03/26/2026	CHRIS WASTEWATER 1 TRAIN...	506-4005-42720	30.00
Fund 506 - WWTP Total:					9,755.66

Fund: 508 - Golf Course

MASEK ROCKY MOUNTAIN GO...	02-107672	03/05/2026	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28
TALON SEPTIC & POTTY SERVI...	13395	03/05/2026	OPEN PO PORTA POT RENTAL...	508-4303-43465	100.00
COMMUNITY SERVICE BANK ...	02/28/2026 - GO	03/17/2026	NM ALCOHOL SERVER TRAINI...	508-4303-42720	34.00
MARLIN LEASING CORPORATI...	41766311	03/20/2026	GOLF COURSE OPEN PO FY25/...	508-4303-43465	249.74
TALON SEPTIC & POTTY SERVI...	13494	03/20/2026	OPEN PO PORTA POT RENTAL...	508-4303-43465	100.00
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	GOLF COURSE	508-4303-41226	85.87
DOCUMENT SOLUTION INC	410791	03/25/2026	GOLF COURSE SHARP OVERA...	508-4303-43465	9.35
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	GOLF COURSE	508-4303-41226	85.87
Fund 508 - Golf Course Total:					1,644.11

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEM...	001134	03/05/2026	MONTHLY MANAGEMENT AG...	509-4403-48598	19,872.14
MARLIN LEASING CORPORATI...	41766311	03/20/2026	AIRPORT OPEN PO FY25/26	509-4403-43465	49.96
WINDSTREAM CORPORATION	101112924 3/16/26	03/26/2026	AIRPORT OPEN PO FY25/26	509-4403-43775	455.98
Fund 509 - Muni Airport Total:					20,378.08

Fund: 600 - Internal Serv

REEDS TIRE CENTER	17071	03/05/2026	OPEN PO DRAWDOWN FOR TI...	600-7003-44626	433.50
AMAZON CAPITAL SERVICES I...	17ND-GTMQ-JKM7	03/05/2026	HI VIS JACKETS	600-7003-44615	184.99
AMAZON CAPITAL SERVICES I...	17ND-GTMQ-JKM7	03/05/2026	SHIPPING	600-7003-44615	3.51
4 RIVERS HOLDINGS LLC	1896164	03/05/2026	SHIPPING	600-7003-47420	100.00
4 RIVERS HOLDINGS LLC	1896164	03/05/2026	DEF DOSING FILTER KIT	600-7003-47420	124.24
4 RIVERS HOLDINGS LLC	1896164	03/05/2026	FILTER KIT	600-7003-47420	153.83
4 RIVERS HOLDINGS LLC	1896960	03/05/2026	PRESSURE SENSOR	600-7003-47420	111.79
4 RIVERS HOLDINGS LLC	1896960	03/05/2026	CRANK CASE FILTER	600-7003-47420	59.14
AMAZON CAPITAL SERVICES I...	19TF-PGWK-3VF9	03/05/2026	HI VIS JACKETS	600-7003-44615	174.99
AMAZON CAPITAL SERVICES I...	19TF-PGWK-3VF9	03/05/2026	SHIPPING	600-7003-44615	3.48
JOSE LUIS SIMENTAL SR	20999	03/05/2026	OPEN DRAWDOWN FOR TOOL...	600-7003-44607	702.06
BORDER RECAPING LLC	26-0335278-003	03/05/2026	SCHEDULE SERVICE	600-7003-44626	880.00
BORDER RECAPING LLC	26-0335278-003	03/05/2026	OTR 24' O-RING	600-7003-44626	240.00
BORDER RECAPING LLC	26-0335278-003	03/05/2026	14.00R24	600-7003-44626	10,296.00
BORDER RECAPING LLC	26-0335278-003	03/05/2026	OTR MOUNT/DISMOUNT	600-7003-44626	600.00
O'REILLY AUTO PARTS INC	2162-203696	03/13/2026	REPAIR AND MAINT FOR ALL C...	600-7003-47420	111.71
O'REILLY AUTO PARTS INC	2162-207790	03/13/2026	PARTS AND SUPPLIES	600-7003-47420	11.04
O'REILLY AUTO PARTS INC	2162-208103	03/13/2026	PARTS AND SUPPLIES	600-7003-47420	32.91
O'REILLY AUTO PARTS INC	2162-208902	03/13/2026	PARTS AND SUPPLIES	600-7003-47420	131.40
O'REILLY AUTO PARTS INC	2162-209161	03/13/2026	PARTS AND SUPPLIES	600-7003-47420	153.02
O'REILLY AUTO PARTS INC	2162-209262	03/13/2026	PARTS AND SUPPLIES	600-7003-47420	91.96
BORDER RECAPING LLC	26-0333958-003	03/13/2026	DS8120 19.5L24 DEESTONE R4	600-7003-44626	1,250.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BORDER RECAPING LLC	26-0333958-003	03/13/2026	ST225/75R15 10PLY AMG0638	600-7003-44626	177.76
BORDER RECAPING LLC	26-0333958-003	03/13/2026	19422 LT275/60R20 BFG KO3	600-7003-44626	1,072.00
BORDER RECAPING LLC	26-0333958-003	03/13/2026	DS8120 19.5L24 DEESTONE R4	600-7003-44626	1,250.00
BORDER RECAPING LLC	26-0333958-003	03/13/2026	0553754-1 11R24.5 AMERICUS..	600-7003-44626	2,338.38
BORDER RECAPING LLC	26-0333958-003	03/13/2026	0553754-1 12R22.5 TOYO M3...	600-7003-44626	2,619.24
BORDER RECAPING LLC	26-0333958-003	03/13/2026	17.5-25 DEESTONE L2/G2	600-7003-44626	2,820.00
BORDER RECAPING LLC	26-0333958-003	03/13/2026	LT265/70R17 BFG KO3	600-7003-44626	928.00
BORDER RECAPING LLC	26-0333958-003	03/13/2026	TH12389 12-16.5 12PR WEST...	600-7003-44626	272.62
BORDER RECAPING LLC	26-0333958-003	03/13/2026	AMD9005 225/70R19.5	600-7003-44626	370.00
BORDER RECAPING LLC	26-0333958-003	03/13/2026	0553754-1 ST235/80R16 12PLY	600-7003-44626	473.92
BORDER RECAPING LLC	26-0333958-003	03/13/2026	LF123 11R22.5 LANDFLEET	600-7003-44626	1,335.56
BORDER RECAPING LLC	26-0333958-003	03/13/2026	AMD9820 225/70R19.5 AMER...	600-7003-44626	780.00
BORDER RECAPING LLC	26-0333958-003	03/13/2026	DS5017 12.5X80-18/12 DEEST...	600-7003-44626	550.00
BORDER RECAPING LLC	26-0333958-003	03/13/2026	11R22.5/16	600-7003-44626	608.34
BORDER RECAPING LLC	26-0333958-003	03/13/2026	02001513 11R22.5/16 AMULE...	600-7003-44626	608.34
SIERRA AUTO PARTS LLC	343231	03/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	12.30
SIERRA AUTO PARTS LLC	343823	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	37.21
SIERRA AUTO PARTS LLC	343825	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	5.99
SIERRA AUTO PARTS LLC	343872	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	91.03
SIERRA AUTO PARTS LLC	343963	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	165.62
SIERRA AUTO PARTS LLC	343965	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	26.06
SIERRA AUTO PARTS LLC	344024	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	86.70
SIERRA AUTO PARTS LLC	344082	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	17.99
SIERRA AUTO PARTS LLC	344089	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	30.52
SIERRA AUTO PARTS LLC	344092	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	29.28
SIERRA AUTO PARTS LLC	344123	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	66.67
SIERRA AUTO PARTS LLC	344135	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	43.92
SIERRA AUTO PARTS LLC	344175	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	29.61
SIERRA AUTO PARTS LLC	344192	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	32.40
SIERRA AUTO PARTS LLC	344193	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	86.70
SIERRA AUTO PARTS LLC	344346	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	14.64
SIERRA AUTO PARTS LLC	344366	03/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	14.33
SIERRA AUTO PARTS LLC	344435	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	332.74
SIERRA AUTO PARTS LLC	344436	03/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	37.76
SIERRA AUTO PARTS LLC	344466	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	59.53
SIERRA AUTO PARTS LLC	344489	03/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	26.63
SIERRA AUTO PARTS LLC	344519	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	43.94
SIERRA AUTO PARTS LLC	344530	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	20.37
SIERRA AUTO PARTS LLC	344546	03/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	51.70
SIERRA AUTO PARTS LLC	344622	03/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	79.14
MELLOY DODGE	DOC5624635	03/13/2026	BLOWER MOTOR/ DIAG AND ...	600-7003-47420	586.41
SIERRA AUTO PARTS LLC	FC 343231	03/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	1.00
R J BORDER INTERNATIONAL LP	X400136430.01	03/13/2026	CONNECTOR GASKET (SPARE ...	600-7003-44607	18.23
R J BORDER INTERNATIONAL LP	X400136430.01	03/13/2026	GRP31 P BATTERY	600-7003-44607	153.64
R J BORDER INTERNATIONAL LP	X400136430.01	03/13/2026	GRP 31 BATTERY	600-7003-44607	99.99
WEX BANK	110949182 - FL	03/20/2026	FUEL FOR SERVICE CENTER VE...	600-7003-43316	378.03
AMAZON CAPITAL SERVICES I...	14CH-FXPJ-4X94	03/20/2026	GENERATOR CARB	600-7003-47420	30.68
AMAZON CAPITAL SERVICES I...	14CH-FXPJ-4X94	03/20/2026	SHIPPING	600-7003-47420	6.99
OREILLY AUTO PARTS INC	2162-209563	03/20/2026	PARTS AND SUPPLIES	600-7003-47420	76.50
OREILLY AUTO PARTS INC	2162-209963	03/20/2026	PARTS AND SUPPLIES	600-7003-47420	177.58
OREILLY AUTO PARTS INC	2162-209964	03/20/2026	PARTS AND SUPPLIES	600-7003-47420	28.46
BORDER RECAPING LLC	26-0332357-003	03/20/2026	OPEN PO FOR BORDER TIRE	600-7003-44626	1,491.20
MARLIN LEASING CORPORATI...	41766311	03/20/2026	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.92
WAGNER EQUIPMENT CO	P12C0517211	03/20/2026	OIL FILTER 569-8036	600-7003-47420	33.76
WAGNER EQUIPMENT CO	P12C0517211	03/20/2026	HYDRO FILTER 471-7003	600-7003-47420	32.01
WAGNER EQUIPMENT CO	P12C0517211	03/20/2026	HYDRO FILTER 362-1163	600-7003-47420	92.55
WAGNER EQUIPMENT CO	P12C0517211	03/20/2026	FUEL FILTER 540-5119	600-7003-47420	43.40
WAGNER EQUIPMENT CO	P12C0517211	03/20/2026	PRE FILTER 346-6688	600-7003-47420	43.67
WAGNER EQUIPMENT CO	P12C0517211	03/20/2026	CAB FILTER 417-8134	600-7003-47420	57.98
WAGNER EQUIPMENT CO	P12C0517211	03/20/2026	AIR FILTER 528-0585	600-7003-47420	108.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WAGNER EQUIPMENT CO	P12C0517212	03/20/2026	FUMES DISP. FILTER 352-6008	600-7003-47420	612.72
WAGNER EQUIPMENT CO	P12C0517212	03/20/2026	AIR FILTER 479-8991	600-7003-47420	75.67
WAGNER EQUIPMENT CO	P12C0517212	03/20/2026	CABIN FILTER 505-0158	600-7003-47420	65.96
WAGNER EQUIPMENT CO	P12C0517212	03/20/2026	FUEL FILTER 439-5037	600-7003-47420	57.39
WAGNER EQUIPMENT CO	P12C0517212	03/20/2026	FUEL FILTER 479-4131	600-7003-47420	47.01
WAGNER EQUIPMENT CO	P12C0517212	03/20/2026	FUEL FILTER 360-8960	600-7003-47420	30.93
WAGNER EQUIPMENT CO	P12C0517212	03/20/2026	OIL FILTER -462-1171	600-7003-47420	20.71
WAGNER EQUIPMENT CO	P12C0517212	03/20/2026	AIR FILTER 8989	600-7003-47420	138.65
WAGNER EQUIPMENT CO	P12C0517213	03/20/2026	OIL FILTER 7W-2326	600-7003-47420	17.52
WAGNER EQUIPMENT CO	P12C0517213	03/20/2026	FUEL FILTER 360-8960	600-7003-47420	30.93
WAGNER EQUIPMENT CO	P12C0517213	03/20/2026	AIR FILTER 346-6688	600-7003-47420	43.67
WAGNER EQUIPMENT CO	P12C0517213	03/20/2026	FUEL FILTER 479-4133	600-7003-47420	44.67
WAGNER EQUIPMENT CO	P12C0517213	03/20/2026	INLINE FILTER	600-7003-47420	46.14
WAGNER EQUIPMENT CO	P12C0517213	03/20/2026	HYDRO FILTER 362-1163	600-7003-47420	92.55
WAGNER EQUIPMENT CO	P12C0517213	03/20/2026	AIR FILTER 528-0585	600-7003-47420	108.85
EMP POWER LLC	P90232567	03/20/2026	OPEN PO DRAWDOWN FOR B...	600-7003-44607	1,262.84
NM RETIREE HEALTH CARE	PPE 2026-03-06	03/20/2026	FLEET SERVICE CENTER	600-7003-41226	160.73
R J BORDER INTERNATIONAL LP	X400137074.01	03/20/2026	SEAL, OIL WHEEL	600-7003-47420	97.22
R J BORDER INTERNATIONAL LP	X400137074.01	03/20/2026	FLEETRITE DRUM BRAKE SHOE...	600-7003-47420	99.80
R J BORDER INTERNATIONAL LP	X400137074.01	03/20/2026	FLEETRITE BRAKE DRUM	600-7003-47420	210.00
R J BORDER INTERNATIONAL LP	X400137074.01	03/20/2026	FLEETRITE DRUM BRAKE SHOE...	600-7003-47420	90.00
R J BORDER INTERNATIONAL LP	X400137074.01	03/20/2026	GASKET,AXLE SHAFT FLANGE	600-7003-47420	24.02
DOCUMENT SOLUTION INC	410791	03/25/2026	SERVICE CENTER SHARP OVER...	600-7003-43465	22.43
AMAZON CAPITAL SERVICES I...	11FV-PKPY-64Q9	03/26/2026	REPLACEMENT IGNITER BOX	600-7003-47420	19.77
AMAZON CAPITAL SERVICES I...	11FV-PKPY-64Q9	03/26/2026	SHIPPING	600-7003-47420	6.99
4 RIVERS HOLDINGS LLC	1909495	03/26/2026	BELT TENSIONER	600-7003-47420	120.30
4 RIVERS HOLDINGS LLC	1909495	03/26/2026	V BELT SERPENTINE	600-7003-47420	74.42
AMAZON CAPITAL SERVICES I...	1JCX-QNDX-4G7P	03/26/2026	DESK CALENDAR	600-7003-44606	24.99
AMAZON CAPITAL SERVICES I...	1JCX-QNDX-4G7P	03/26/2026	FREIGHT	600-7003-44606	6.99
AMAZON CAPITAL SERVICES I...	1JCX-QNDX-4G7P	03/26/2026	FILE FOLDERS	600-7003-44606	14.39
AMAZON CAPITAL SERVICES I...	1JCX-QNDX-4G7P	03/26/2026	COPY PAPER (2)	600-7003-44606	79.98
AMAZON CAPITAL SERVICES I...	1JCX-QNDX-4G7P	03/26/2026	BIC GELOCITY PENS (2)	600-7003-44606	15.34
IRON MAN CONSTRUCTION	2/2/2026	03/26/2026	OPEN PO	600-7003-43403	1,214.65
OREILLY AUTO PARTS INC	2162-210812	03/26/2026	PARTS AND SUPPLIES	600-7003-47420	153.00
OREILLY AUTO PARTS INC	2162-211147	03/26/2026	PARTS AND SUPPLIES	600-7003-47420	132.00
OREILLY AUTO PARTS INC	2162-211148	03/26/2026	PARTS AND SUPPLIES	600-7003-47420	22.91
UNIFIRST HOLDINGS INC DBA ...	2880341517	03/26/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	68.61
UNIFIRST HOLDINGS INC DBA ...	2880343948	03/26/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	62.24
UNIFIRST HOLDINGS INC DBA ...	2880346031	03/26/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	59.15
UNIFIRST HOLDINGS INC DBA ...	2880348594	03/26/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	58.18
ALFRED M CANDELARIA	4633	03/26/2026	LABOR COST BUMPER INSTALL	600-7003-47420	297.50
ALFRED M CANDELARIA	4633	03/26/2026	LABOR COST DAMAGED DOOR..	600-7003-47420	680.00
ALFRED M CANDELARIA	4633	03/26/2026	LABOR COST DOOR INSTALLAT...	600-7003-47420	680.00
ALFRED M CANDELARIA	4633	03/26/2026	ADHESIVE FOR REAR BUMPER	600-7003-47420	74.32
ALFRED M CANDELARIA	4633	03/26/2026	LABOR COST BUMPER REMO...	600-7003-47420	510.00
ALFRED M CANDELARIA	4633	03/26/2026	TAX ON LABOR	600-7003-47420	177.46
ALFRED M CANDELARIA	4633	03/26/2026	LABOR COST FOR FRONT FEN...	600-7003-47420	212.50
ALFRED M CANDELARIA	4633	03/26/2026	LABOR COST FOR DAMAGED F...	600-7003-47420	212.50
CENTURY EQUIPMENT COMP...	AP36623	03/26/2026	AIR FILTER 47537400	600-7003-47420	63.23
CENTURY EQUIPMENT COMP...	AP36623	03/26/2026	AIR FILTER 47537393	600-7003-47420	60.97
CENTURY EQUIPMENT COMP...	AP36623	03/26/2026	OIL FILTER 47420082	600-7003-47420	48.33
CENTURY EQUIPMENT COMP...	AP36623	03/26/2026	FUEL FILTER 47419947	600-7003-47420	76.59
CENTURY EQUIPMENT COMP...	AP36623	03/26/2026	HOLDING TANK CAP	600-7003-47420	164.07
CENTURY EQUIPMENT COMP...	AP36623	03/26/2026	DIESEL FUEL CAP	600-7003-47420	184.93
CENTURY EQUIPMENT COMP...	AP36623	03/26/2026	ESTIMATED SHIPPING CHARGE	600-7003-47420	9.56
CENTURY EQUIPMENT COMP...	AP36623	03/26/2026	FUEL FILTER 47420120	600-7003-47420	69.91
NM RETIREE HEALTH CARE	PPE 2026-03-20	03/26/2026	FLEET SERVICE CENTER	600-7003-41226	160.73
Fund 600 - Internal Serv Total:					46,249.28
Grand Total:					1,978,188.58

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	187,451.87
201 - Corrections	4,715.66
209 - Fire	12,268.05
211 - Law Enforce Prot	3,522.48
214 - Lodgers Tax	47,944.67
216 - Muni Street	10,007.08
294 - State Library	4,634.74
295 - Muni Pool	3,161.03
296 - PD GRT	1,860.03
299 - SPECIAL REVENUE FUNDS	3,248.56
303 - Vet Wall	300.09
315 - CI Reserve	59,728.54
340 - ROAD/STREET PROJECTS	2,632.57
360 - NMFA PROJECTS	576,143.18
380 - OTHER STATE FUNDED PROJECTS	367,049.24
403 - Pledge State DEBT SERVICE	35,949.53
501 - Cemetery	150.00
502 - UTILITY OFFICE-UTILITY BILLING	4,537.60
503 - Electric	469,876.33
504 - Water	19,138.38
505 - Solid Waste	85,841.82
506 - WWTP	9,755.66
508 - Golf Course	1,644.11
509 - Muni Airport	20,378.08
600 - Internal Serv	46,249.28
Grand Total:	1,978,188.58

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	5,160.35
101-1000-43598	PROFESSIONAL SERV-G...	1,619.06
101-1000-44613	NON-CAPITAL ITEMS	2,800.74
101-1001-41226	RETIREE INSURANCE	352.76
101-1001-43316	FUEL	75.40
101-1001-43465	RENT OF EQUIPMENT	395.12
101-1001-43740	PRINTING/PUBLISHING	736.29
101-1001-44606	OFFICE SUPPLIES	774.14
101-1003-41226	RETIREE INSURANCE	380.92
101-1003-43316	FUEL	79.50
101-1003-43465	RENT OF EQUIPMENT	792.00
101-1003-43775	TELEPHONE	98.07
101-1003-44606	OFFICE SUPPLIES	32.34
101-1004-41226	RETIREE INSURANCE	1,001.33
101-1004-42310	PER DIEM-ADMIN OFFIC...	438.00
101-1004-43465	RENT OF EQUIPMENT	616.93
101-1004-43740	PRINTING/PUBLISHING	442.17
101-1004-43770	SUBSCRIPTION & DUES	500.00
101-1004-43999	OPERATING COSTS	50.69
101-1004-44606	OFFICE SUPPLIES	566.50
101-1004-44607	FIELD SUPPLIES - IT	387.05
101-1004-48599	OTHER CONTRACTUAL S...	209.55
101-1006-41226	RETIREE INSURANCE	345.15
101-1006-43316	FUEL	66.83
101-1006-44606	OFFICE SUPPLIES	26.44
101-1006-44607	FIELD SUPPLIES	121.39
101-1006-48598	PROFESSIONAL SERVICES	630.57
101-1007-41226	RETIREE INSURANCE	2,901.72

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43316	FUEL	5,674.99
101-1007-43465	RENT OF EQUIPMENT	767.53
101-1007-43770	SUBSCRIPTION & DUES	65.00
101-1007-43775	TELEPHONE	193.60
101-1007-44606	OFFICE SUPPLIES	94.47
101-1008-41226	RETIREE INSURANCE	165.74
101-1008-43316	FUEL	206.04
101-1008-43775	TELEPHONE	154.88
101-1008-44607	FIELD SUPP-CODE ENF/...	232.04
101-1008-44615	SAFETY EQUIPMENT	515.00
101-1009-41226	RETIREE INSURANCE	285.03
101-1009-42620	UNIFORMS/LINEN-MUNI...	92.40
101-1009-43316	FUEL	680.40
101-1009-43465	RENT OF EQUIPMENT	1,351.53
101-1009-43770	SUBSCRIPTION & DUES	1,000.00
101-1009-44607	FIELD SUPPLIES-MUNI R...	643.61
101-1009-47415	MAINTENANCE--REPAIRS..	1,650.25
101-1010-41226	RETIREE INSURANCE	205.34
101-1010-43740	PRINTING/PUBLISHING	820.81
101-1010-48598	PROFESSIONAL SERVICES	10,483.17
101-1011-41226	RETIREE INSURANCE	623.76
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	FUEL	111.93
101-1014-41226	RETIREE INSURANCE	289.96
101-1014-43316	FUEL	345.28
101-1014-43403	REGULAR BUILDING MA...	19,470.65
101-1014-43465	RENT OF EQUIPMENT	82.07
101-1014-44607	FIELD SUPPLIES-FACILITY...	2,323.33
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	474.32
101-1017-48599	OTHER CONTRACTUAL S...	58,736.28
101-1018-43780	UTILITIES	51,857.29
101-1018-48596	AUDIT CONTRACT	5,585.74
101-1099-10100	GENERAL FUND	35.00
101-1099-34348	RENT OF PUBLIC FACILIT...	425.00
201-1903-48598	PROFESSIONAL SERVICES..	1,855.66
201-1903-48710	CARE OF PRISONERS-SIE...	2,860.00
209-1603-43316	FUEL	199.96
209-1603-43465	RENT OF EQUIPMENT	583.39
209-1603-43775	TELEPHONE	144.88
209-1603-44607	FIELD SUPPLIES	619.96
209-1603-44615	SAFETY EQUIPMENT	4,024.73
209-1603-47405	MAINTENANCE-BUILDIN...	821.30
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
209-1603-47420	MAINTENANCE VEHICLE...	1,853.21
209-1603-48599	OTHER CONTRACTUAL S...	3,495.00
211-2003-42535	EMPLOYEE TRAINING	820.53
211-2003-44573	UNIFORM & EQUIPMENT	934.92
211-2003-44607	FIELD SUPPLIES	1,175.68
211-2003-44615	SAFETY EQUIPMENT	591.35
214-2503-41226	RETIREE INSURANCE	111.64
214-2503-43999	OTHER OPERATING COST..	365.26
214-2503-44608	FIELD SUPPLIES - GOLF ...	827.65
214-2540-60725	NON PROMOTIONAL SU...	3,287.50
214-2560-60725	PROMOTIONAL SUB-REC...	43,352.62
216-4503-43316	FUEL	1,638.25
216-4503-43465	RENT OF EQUIPMENT	204.43
216-4503-43550	ROADWAY MAINTENAN...	7,425.31

Account Summary

Account Number	Account Name	Payment Amount
216-4503-44607	FIELD SUPPLIES-STREETS	739.09
294-5003-60834	STATE LIBRARY GRANT-S...	387.72
294-5003-60835	LIBRARY STATE GRANT I...	4,247.02
295-4803-41226	RETIREE INSURANCE	85.34
295-4803-43403	REGULAR BUILDING MA...	1,875.73
295-4803-43465	RENT OF EQUIPMENT	49.96
295-4803-44607	FIELD SUPPLIES-MUNI P...	1,150.00
296-2403-44613	NON-CAPITAL ITEMS	1,571.93
296-2403-48598	PROFESSIONAL SERVICES	288.10
299-7051-48710	Professional Serv -BFAS ...	439.48
299-7067-48598	Professional Serv-NM VE...	2,809.08
303-4703-43775	TELEPHONE	300.09
315-7027-48598	ProfServ/Con- B-23-CP-...	30,507.42
315-8012-80845	CAPITAL IMPROVEMENT...	29,221.12
340-7032-45600	ENTITY MATCH	2,632.57
360-7044-45600	ENTITY MATCH	51,000.00
360-7044-80860	INFRASTRUCTURE	463,101.99
360-7048-80860	INFRASTRUCTURE WPF-...	62,041.19
380-7034-80860	INFRASTRUCTURE	28,127.65
380-7054-80860	INFRASTRUCTURE -419-...	265,343.91
380-7058-80860	INFRA-NMDOT C024500...	73,577.68
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.73
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,438.95
403-1203-90905	DEBT SERVICE PRINCIPAL..	2,572.83
403-1203-90910	DEBT SERVICE INTEREST	9,523.44
403-1203-90925	COMMITMENTS & OTHE...	125.00
501-1803-48599	OTHER CONTRACTUAL S...	150.00
502-3601-41226	RETIREE INSURANCE	513.28
502-3601-43465	RENT OF EQUIPMENT	784.33
502-3601-43740	PRINTING/PUBLISHING	2,600.00
502-3601-43770	SUBSCRIPTIONS & DUES	639.99
503-3702-27351	UNAPPLIED BALANCE	148.99
503-3702-41226	RETIREE INSURANCE	858.72
503-3702-43316	FUEL	1,191.09
503-3702-43465	RENT OF EQUIPMENT	133.90
503-3702-43770	SUBSCRIPTION & DUES	1,860.00
503-3702-43775	TELEPHONE	54.01
503-3702-44607	FIELD SUPPLIES	12,304.43
503-3702-47415	MAINTENANCE--REPAIRS..	110,204.29
503-3702-47420	MAINTENANCE-VEHICLE...	1,123.00
503-3702-48598	PROFESSIONAL SERVICES	23,769.61
503-3702-50795	WHOLESALE POWER CO...	318,228.29
504-3803-41226	RETIREE INSURANCE	675.56
504-3803-42620	UNIFORM/LINEN-WATER..	201.65
504-3803-42720	EMPLOYEE TRAINING-W...	193.37
504-3803-43316	FUEL	1,619.24
504-3803-43465	RENT OF EQUIPMENT	49.96
504-3803-43797	WATER CONSERVATION...	767.84
504-3803-44605	CHEMICALS/LABORATO...	1,592.17
504-3803-44606	OFFICE SUPPLIES	90.12
504-3803-44607	FIELD SUPPLIES-WATER ...	12,822.00
504-3803-48598	PROFESSIONAL SERVICES	1,126.47
505-3904-41226	RETIREE INSURANCE	1,209.58
505-3904-43316	FUEL	4,771.17
505-3904-43403	REGULAR BUILDING MA...	5,160.86
505-3904-43465	RENT OF EQUIPMENT	196.88
505-3904-44606	OFFICE SUPPLIES	474.88

Account Summary

Account Number	Account Name	Payment Amount
505-3904-44607	FIELD SUPPLIES-SOLID ...	9,412.94
505-3904-44615	SAFETY EQUIPMENT	65.64
505-3904-45601	WASTE DISPOSAL	58,374.60
505-3904-47415	MAINTENANCE--REPAIRS..	3,975.32
505-3904-47420	MAINTENANCE-VEHICLE...	2,199.95
506-4005-41226	RETIREE INSURANCE	337.68
506-4005-42620	UNIFORM/LINEN-WAST...	201.70
506-4005-42720	EMPLOYEE TRAINING-W...	30.00
506-4005-43316	FUEL	630.94
506-4005-43465	RENT OF EQUIPMENT	323.28
506-4005-44605	CHEMICALS/LABORATO...	2,109.44
506-4005-44606	OFFICE SUPPLIES	90.11
506-4005-44607	FIELD SUPPLIES-WASTE...	593.82
506-4005-48598	PROFESSIONAL SERVICES	1,126.46
506-4005-48798	VILLAGE OF WILLIAMSB...	4,312.23
508-4303-41226	RETIREE INSURANCE	171.74
508-4303-42720	EMPLOYEE TRAINING	34.00
508-4303-43465	RENT OF EQUIPMENT	1,438.37
509-4403-43465	RENT OF EQUIPMENT	49.96
509-4403-43775	TELEPHONE	455.98
509-4403-48598	PROFESSIONAL SERVICES	19,872.14
600-7003-41226	RETIREE INSURANCE	321.46
600-7003-42620	UNIFORMS/LINEN	248.18
600-7003-43316	FUEL	378.03
600-7003-43403	REGULAR BUILDING MA...	1,214.65
600-7003-43465	RENT OF EQUIPMENT	97.35
600-7003-44606	OFFICE SUPPLIES	141.69
600-7003-44607	FIELD SUPPLIES	3,680.54
600-7003-44615	SAFETY EQUIPMENT	366.97
600-7003-44626	VEHICLE TIRES	31,394.86
600-7003-47420	MAINTENANCE-VEHICLE...	8,405.55
	Grand Total:	1,978,188.58

Project Account Summary

Project Account Key	Payment Amount
None	1,978,188.58
Grand Total:	1,978,188.58



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: F.5

SUBJECT: Take Home Vehicle Form: Community Services Department

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 1, 2026

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for OJ Hechler in the Community Services Department. His commute is 4 miles.

Recommendation:

Approve take home vehicle form.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-8-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: G.1

SUBJECT: Approval of Contract and Allocation of Funds to the T or C/Sierra County Chamber of Commerce for the T or C & Sierra County Treasure Hunt

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 1, 2026

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the T or C/Sierra County Chamber of Commerce Contract and allocation of funds for the T or C & Sierra County Treasure Hunt.

Recommendation:

The applicant requested \$6,359 and the LTAB recommended the full award of \$6,359

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$6,359.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-8-26

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and Tor C/ Sierra County Chamber of Commerce herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of \$6,359.00 to the Contractor for a period commencing on April 8, 2026, and continuing through June 30, 2026.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.
 - d. All invoices must be turned into the City Clerk’s Office no later than the last business day of **May 2026**.

- e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank,

trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the

foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out

of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

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

CITY OF TRUTH OR CONSEQUENCES

_____	_____
Gary Whitehead, City Manager	Date

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

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

CONTRACTOR

_____	_____
Authorized Representative (Signature & Printed Name)	Date

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

Please initial each requirement:

- _____ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
- _____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.
- _____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.
- _____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)
Designee No. 1: _____ Phone No. _____
Designee No. 2: _____ Phone No. _____
- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2026

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

Section of Minutes from Lodgers Tax Meeting on 3/23/2026:

a. Discussion/Action: Truth or Consequences and Sierra County Chamber of Commerce

Chelsea Meece Chamber of Commerce Membership Manager: This idea came about because I had heard about a lack of tourism when the summer hits as far as some of the downtown businesses because it gets hot for the hot springs and those kinds of things. Working with the small business within the chamber I wanted to come up with an idea that could help not only support our chamber but also increase tourism to Truth or Consequences throughout those hotter summer months. As well as add in some additional outside recreation of hiking and things of that nature. Realistically the idea behind this is to go somewhere like how Forrest Bin did his great treasure hunt through out the Rocky Mountains. He hid a treasure and thousands upon thousands of people tried to find that treasure. It took years for them to find it. That is not the goal for it to take years I would like for this to potentially be an annual event to increase every summer. The goal would be to go hide a golden turtle for the great Truth or Consequences and Sierra County treasure hunt and then people would go out hunt and find it. On a day somebody will go out to hunt realistically we would want them to come into town grab coffee, go to a couple shops, go out adventure and then be able to either find it and come back or they would go out multiple days to try and find the treasure. There is a lot more detail in the application that I gave to you. One thing I wanted to know is that since we were going back and forth on some of the budgeting pieces I do have an updated budget.

Vice-Chairman Kelley: Is it less?

Chelsea Meece Chamber of Commerce Membership Manager: I is a little less I didn't realize that we could only go until June when I wrote is so it is a bit less. I did include all of the numbers in the final one.

Vice-Chairman Kelley: It went up?

Chelsea Meece Chamber of Commerce Membership Manager: Originally the email marketing numbers weren't in that. The one from the packet so I cut that one in half.

Vice-Chairman Kelley: You added \$834 for email marketing.

Chelsea Meece Chamber of Commerce Membership Manager: I was doing 6 months on there instead of the 3.

Vice-Chairman Kelley: Its still \$800 more than the original.

Chelsea Meece Chamber of Commerce Membership Manager: The total amount yes but all of those numbers were included in the original one. I just didn't do the math correctly on that.

Vice-Chairman Kelley: Ok, anything else you would like to add?

Chelsea Meece Chamber of Commerce Membership Manager: Our small business in the area would be what are called clue holders or pit stops to encourage people to go and visit them to get individual clues. Let's say somebody goes to Ingo's Art Café they would have a specific clue there and it wouldn't be repeated at other businesses to where it would encourage the tourist to go to different businesses to collect more clues. Obviously somebody who has a higher competitive spirit I can see going to a bunch of them to try and collect the clues to try and find the treasure faster but outside of that the other thing I do want to mention is that it will be accessible for people so I will be hiding it. I only have a wheel drive vehicle so everything will be drivable and it will have some kind of hike or activity in it. It wouldn't be handicap accessible necessarily because it does need to be a contest of skill to not fall into the raffle or gambling blur line. I do want it to be accessible and family friendly. I can see families going out and hiking to try and find it. Maybe even small groups of people who would make a trip out of it those kinds of things.

Destiny Mitchell: I do want to add one more thing on this because when we were originally doing the budget we were budgeting for year round so the digital social media, graphic design and all that stuff that was based off for a year. We have to expense all this before June 1st so we would probably end up asking to cut those in half or a third and come back and ask for more in June or July. With that I would just suggest that we make some changes to that. That would decrease the actual budget that we are asking for this year. We decreased part of it to the 3 months but we did not decrease the social media and that stuff.

Vice-Chairman Kelley: So, the digital and social media boosting ads you are going to cut in half?

Destiny Mitchell: I would cut item c in half. We would come back in the summer and ask for the other half. But we would also be able to say we have expended this much on that can we keep going with it based on the success rate.

Member Sena: How do you pick which business to put the clues in because we do have a lot of people that come to town that are very upset that a lot of them are closed. That gives them a disadvantage if they are coming here. It's really only an advantage for locals that can maybe catch them when they are open.

Chelsea Meece Chamber of Commerce Membership Manager: They would need to be chamber members to be clue holders or pit stops. We will also be marketing the individuals who are clue holders or pit stops where they will be a section on the website

page where it list all of them and the business themselves will sign up for that opportunity. I want it to be worth their while as well so I am going to make sure that it's something that they will actually be able to engage in.

Vice-Chairman Kelley: It's going to be chamber members for the whole chamber? It's not just going to be down town it's going to be everybody?

Destiny Mitchell: Yes, it's Sierra County Chambers. If you have a business that's part of Sierra County Chamber of Commerce. It's not just down town. It's open to anybody. We had originally talked about the business would give us kind of a sponsorship for it and they would get the clue. But I like Chelsea's idea of opening it up to members. Like Rebel Runner is open 7 days a week so she would obviously be one of those people. There are some that are only there during the week so it would just be open to whoever wants to put in an application or throw their name in the hat.

Member Sena: There is going to be one winner correct?

Chelsea Meece Chamber of Commerce Membership Manager: One winner.

Member Sena: That is good because I have done a scavenger hunt and one girl got all of it.

Destiny Mitchell: This is just an idea but there is potential to do like second and third place prizes but there is only one turtle. Who ever brings us the turtle we give you \$2,500 and your name is in the paper. Then we start again next year. But we can have other incentives. We have talked about that yet.

Chelsea Meece Chamber of Commerce Membership Manager: I can see some like whoever collects the most clues might get something. They would also have to be willing to share it on social media for that additional promotional point and obviously the tagging aspect of that.

Member Mackenzie: It sounds fun.

Vice-Chairman Kelley: It does. I have to admit that I have my doubts because you cant make it cooler in the summer. I think it's worth a try. i don't want to want to be negative but let's set our expectations appropriately for summer. If this is any indication of what the weather is going to be like in the summer is going to be brutal.

Member Sena: I have seen this done. I have watched other people hunt these things in other towns. So, I know people do get out.

Destiny Mitchell: I agree with Gina on the whole temperature thing and that was one of the things I told Chelsea. Yes we want to bring people here in the summer time but it's so hot

so why don't we extend this into the fall. If its not found this summer we bring it back. Let people know Timmy Tortugua is still out there come find him.

Member Sena: I think it is good to have something going on though in the slower months for down town.

Member MacKenzie made a motion to approve the amended amount of \$6,359.00.

Member Sena seconded the motion.

Motion carried unanimously.



2024-2025 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Truth or Consequences and Sierra County Chamber of Commerce
Project/Event Name	Truth or Consequences and Sierra County Treasure Hunt (Fiesta Fundraiser for the Chamber)
Event Date(s) and Location (if applicable)	Sunday 5/3/26 - When Found.
Event Organizer & Title within Organization (if applicable)	Chelsea Meece - Chamber Membership Manager, Destiny Mitchell - Fiesta Coordinator, Chamber Board President
Phone Number of Organizer	Chelsea Meece 303-909-6340 Destiny Mitchell 575-740-7542
Email of Organizer	info@torcchamber.org bybs@chelseameece.com destinydawn14@hotmail.com
Organization Address	TorC and Sierra County Chamber of Commerce 207 South Foch, TorC, NM 87901
Organization's Contact Person (If different from the event organizer)	Chelsea Meece
Contact Phone and Email for Organization's Contact Person	303-909-6340 - info@torcchamber.org bybs@chelseameece.com

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$5,000
Anticipated Attendance (not including volunteers/staff):	2,500+

PART 3: CRITERIA

- I. Was this project/event funded in 2024-2025? Circle one: **NO**

II. How many times has your event occurred? List previous event years. If new, indicate "new":

New, this would be the inaugural year, with the intentional design in anticipation of continuing for many years in the future as an annual tourism and economic development initiative.

III. Define/Describe the overall project/event (what is happening at the event?):

- A. The Truth or Consequences and Sierra County Treasure Hunt is a tourism-driven economic development initiative led by the chamber to increase summer visitation and support small businesses throughout the summer, as a dip in the small business economy has negatively impacted the City of Truth or Consequences. This initiative is an interactive, countywide experience that encourages visitors and residents to explore local businesses and participate in a unique, engaging community adventure.
- B. A Golden Turtle, to represent Turtle Mountain, will be hidden as a "Treasure" worth \$2500 once returned, somewhere in Sierra County. It will be considered a "contest of skill" for participants and as a fundraiser for the Chamber of Commerce in support of our small business members. Participating businesses will have the opportunity to be "clueholders" or "pit stops" along the hunt, where additional clues will be given for participants to obtain after a purchase. Each participating business will have a unique clue, intentionally encouraging participants to explore many businesses to obtain more clues for a directed hunt. This, in turn, increases foot traffic and direct economic impact while creating a structured and directed exploration of the community.
- C. This initiative will run continuously until the Golden Turtle is found, allowing ongoing participation and sustained tourism engagement throughout the summer season, and is based on a similar treasure hunt by Forrest Finn, which attracted national attention and hundreds of thousands who searched for his hidden treasure throughout the Rocky Mountains. This localized version aims to generate county-wide interest while maintaining a manageable, impactful, and community-focused scale.
- D. Participants can sign up anytime before the turtle is found, and the first set of clues, presented in the form of a poem, will be released on the Sunday following Fiesta to strategically extend visitor stays as well as for a targeted summer tourism approach. The goal is for the treasure to be found prior to the New Year, allowing the program to be evaluated, refined, and potentially repeated as an annual economic development initiative.

IV. Who is your target audience for your project/event and advertising (who do you want to attend?)

- A. This county-wide treasure hunt is designed to attract adventure-minded visitors, puzzle enthusiasts, outdoor explorers, and travelers who enjoy interactive challenges and destination-based competitions. This hunt will naturally appeal to individuals and small groups interested in problem-solving, geocaching-style activities, hiking, and exploring new places. While the hunt is a contest of skill

aimed at increasing tourism, it is also structured to remain accessible to local residents, families, and casual participants who seek adventure, but not at an extreme level.

- B. In addition to adventure tourists from around the state and passing through, this initiative is intended to attract community-minded visitors and residents who value supporting small businesses. Since each of the additional clues will be distributed through participating Chamber businesses, the initiative creates a meaningful opportunity for participants to intentionally shop local while engaging in the experience. This will create a memorable and interactive experience for our local businesses with the aims to encourage visitor spending and repeat visitation, while strengthening the area's reputation as a unique travel destination.

V. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

- A. Marketing efforts will focus on reaching larger state-wide communities and some bordering cities, which include Albuquerque, Santa Fe, Las Cruces, El Paso, and Tucson, through targeted news outreach, social, and digital promotion. These closer metropolitan areas represent strong tourism audiences interested in outdoor adventure, unique experiences, and small-town destinations within a drivable trip distance of less than five hours.
- B. Being a Chamber of Commerce, we will also collaborate with other Southern New Mexico Chambers, including Alamogordo, Deming/Luna County, Las Cruces, and Silver City/Grant County, to cross-promote the treasure hunt and encourage regional participation. This will help us expand visibility through shared newsletters, visitor centers/networks, and business communities, while strengthening regional cooperation in tourism development and small business support.
- C. Then, local lodging partners, including hotels, motels, and short-term rental hosts, will be invited to participate in a collaborative summer promotion effort to encourage extended stays and weekday visitation. These partnerships will focus on creating coordinated promotions that encourage visitors to experience the treasure hunt while in the area.
- D. Finally, an email marketing campaign will be executed to release the poem/first set of clues, announce clueholders/pitstops, and keep participants up to date on whether the Golden Turtle has been found at the top of their minds until it is in conjunction and consistent with the social media marketing.

VI. What percentage of your printed materials will be distributed outside of Sierra County, and how will they be distributed?

Approximately 75% of our printed marketing materials will be distributed outside of Sierra County in the above-listed targeted markets through regional Chamber Partners, visitors centers, tourism offices, outdoor recreation retailers, and event networks to reach travelers and regional visitors most likely to participate. While print will support regional awareness, the primary marketing focus will be digital promotion and social media outreach due to the interactive nature of the treasure

hunt. Printed materials will primarily serve as awareness tools directing participants to online registration, rules, and clue information.

VII. Describe your project/event indicators of success and how you plan to gather the information, and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first-time attendees:

- A. Success for this tourism-based treasure hunt will be measured primarily through participation numbers, small business engagement, tourism indicators, and digital reach.
- B. Key indicators will include the number of registered participants, the number of participating businesses, clue distribution tracking, social media engagement, and increases in visitor activity during the program period.
- C. Because the hunt allows participants to visit local businesses to obtain clues, participating businesses will also be able to voluntarily report increases in foot traffic, customer counts, and participant purchases tied to the initiative.
- D. We will also set up an initiative for our own Sierra County visitor center that allows participants to "sign in" to the hunt upon arrival in the area.
- E. Then our Chamber will compile this data into a post-initiative summary report to share with interested stakeholders once the treasure hunt has concluded.

VIII. How many Facebook followers do you have for this event page or organization page (for a project)?

This is a new initiative supported by experienced digital marketing leadership, including a Google-Certified Social Media marketer with over 10 years of experience in building and managing online audiences, including strategic launch campaigns.

IX. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate ad revenue will be generated?

Not during the inaugural year, as the focus is on establishing participation and initiative awareness. Participating businesses serving as official clue holder locations will instead receive promotional exposure through event marketing, social media, and participation materials. Future years will likely include sponsorship opportunities as the initiative grows and establishes itself.

X. If you are asking for funding for an existing website, be sure to attach analytics from the previous year.

For the first year, the web page will be hosted on the Chamber of Commerce website, now that the Chamber is active again for awareness purposes.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regard to variation in dates of publication. Items not listed

within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to the City Commission.

I. All Advertisements:

A. Media & Merchandise:

Total (\$325.00)

1. Flyers for Sierra County (color) 150\$95.50
2. Flyers for Outside of Sierra County (stores, state parks, etc.) (color) 150...\$95.50
3. Rackcards for Surrounding Chambers/Visitors Center (front and back + color):
1000\$230.00

B. Printed & Newspaper Ads:

Total (\$1200.00)

1. The Ink: Las Cruces Newspaper April/May.....\$450.00
2. Sierra County Sentinel (April and May):\$750.00

C. Digital/Social Media Ads:

Total (\$4500.00)

1. Graphic Design: All flyers, social media ads, print ads, logo design.....\$1,500.00
2. Web Page: creation, design, upkeep, links, promotion, etc.....\$1,000.00
3. Social Media Boosting/Ads.....\$1,000.00

D. Email Marketing:

1. Email Marketing Platform (flodesk) \$28x6 months.....\$168.00
2. Email Marketing Campaign Creation and Execution.....\$750.00

Total: \$6025.00

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: _____

Signature: _____

Date: _____

FY26 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: March 23, 2026

Applicant: T or C/SierraCounty Chamber of Commerce

Project(s) Applied For:

1) T or C & Sierra County Treasure Hunt

Amount Requested: \$6359 Amount Approved: \$6359

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

TOURISM MARKETING FUNDING:

Scope of Work	Award Amount Approved
1) Flyers for Sierra County (150)	\$ 95.50
2) Flyers for Outside Sierra County (150)	\$ 95.50
3) Rack Cards (1000)	\$ 230.00
4) Print Ads The Ink April/May	\$ 450.00
5) Print Ads Sierra County Sentinel	\$ 750.00
6) Graphic Design	\$1500.00
7) Web Page	\$1000.00
8) Social Media Ads	\$ 500.00
9) Flodesk Email Marketing (3 months)	\$ 84.00
10) Email Marketing Campaign	\$ 750.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: G.2

SUBJECT: Approval of Contract and Allocation of Funds to the Sierra County Sheriff's Posse for the Fiesta Rodeo

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 1, 2026

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the Sierra County Sheriff's Posse Contract and allocation of funds for the Fiesta Rodeo.

During the FY 25/26 budget process, City Manager Whitehead set aside \$5,000 for the Sierra County Sheriff's Posse. The total amount requested through the Lodgers' Tax application was \$7,600. Since \$5,000 had already been allocated for this event, the Lodgers Tax Board approved the remaining balance of \$2,600.

Recommendation:

The applicant requested \$7,600 and the LTAB recommended the full award of \$7,600 (\$5,000 from City plus \$2,600 from Lodgers Tax Board).

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$7,600.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-8-26

Section of Minutes from Lodgers Tax Meeting on 3/23/2026:

a. Discussion/Action: Sierra County Sheriff's Posse- Fiesta Rodeo

Clerk Torres: Before they start, I wanted to let you know that when we did our budget City Manager Whitehead did put \$5,000 aside for their event. I know the application says \$7,500 but you will only need to approve \$2,600.

Vice-Chairman Kelley: You are asking for an additional \$2,600? I think we should be specific about what we are going to fund.

Member Sena: There \$5,000 is going to infrastructure so that would mark out the bleacher repair.

Vice-Chairman Kelley: The bleachers and the porta potties.

Member Sena: What's the other \$1,000?

Vice-Chairman Kelley: They got \$1,000 for the Sentinel.

Member Sena: Everything else adds up to \$2,600.

Vice-Chairman Kelley: We are funding all of the advertising except for the Sentinel because that is coming out of the \$5,000.

Karen Chavez: We are doing 3 days this year instead of the 2.

Vice-Chairman Kelley: I do know that people come to town for this because they come to the visitor's center and say hello.

Member MacKenzie: I remember last year we had asked if there could be a possibility of having more food options. Was that addressed? Was there success in that?

Karen Chavez: We aren't adding more food options because that is one of our main money raisers, however we have upped the kitchen, the facilities in the kitchen and the staff in the kitchen to provide fast service. It went a lot faster last year. I wanted to let you guys know that the reason we are doing 3 days is the rodeo contractor that we contracted wanted to do 3 days because he thinks it will bring more contestants in also.

Sherry Farr: Most of the contestants are from out of town. We will have a few locals but most are from out of town.

Vice-Chairman Kelley: Do you provide them information on where to find lodging like a link to a website that shows all the lodging available?

Karen Chavez: We can put that on there.

Vice-Chairman Kelley: Just something that says for lodging options visit and then have the link to the tourism website that has all the lodging for the whole county in it.

Karen Chavez: I'm writing this down so we can remember it. What was the website?

Vice-Chairman Kelley: Sierracounty.info

Member MacKenzie: Will this be the entirety of the ask for the year or will there be other requests for funding?

Member Sena: Its already going to be Fiesta so if it was something else it would have to be another event that they would come back for. For Fiesta this is it.

Vice-Chairman Kelley: Its very last minute. Just make sure you get all your invoices in and paid by the end of May so you can get reimbursed by the city because they have a hard deadline.

Karen Chavez: We will do it. We did it last year.

Vice-Chairman Kelley: I thought you did but I just thought I'd remind you.

Member Sena: Do you have an estimated time of when your flyers are going to go out for this advertising?

Karen Chavez: We have already started putting some flyers out and there will be more going if it's not this week it will be the beginning of next week. For the out-of-town papers it will probably be 2 to 3 weeks ahead.

Member Sena: It looks like the only thing we took out was the facilities, Talon Septic and Sierra County Sentinel. Everything else had added up to \$2,600.

Member Sena made a motion to approve.

Member MacKenzie seconded the motion.

Motion carried unanimously.

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and Sierra County Sheriff's Posse herein referred to as "Contractor".

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

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

1. **The City shall** provide up to the sum of \$7,600.00 to the Contractor for a period commencing on April 8, 2026, and continuing through June 30, 2026. \$5,000 for facility use and \$2,600 for marketing as outlined in the scope of work.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor's application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2026**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

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

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

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

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

Please initial each requirement:

_____ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

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

_____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

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

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

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

_____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

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

Dated this _____ day of _____, 2026

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

FY26 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: March 23, 2026

Applicant: Sierra County Sheriff's Posse

Project(s) Applied For:

1) Fiesta Rodeo Advertising

Amount Requested: \$7600 **Amount Approved:** \$2600

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: \$5000 is included in the Sheriff's Posse FY26 subrecipient grant funding; the LTAB approved funding for the balance of the application.

TOURISM MARKETING FUNDING:

Scope of Work	Award Amount Approved
1) Xacta Printing	\$ 700.00
2) El Paso Times	\$ 200.00
3) Las Cruces Sun News	\$ 200.00
4) Alamogordo Daily News	\$ 200.00
5) Albuquerque Journal	\$ 200.00
6) Silver City Daily Press	\$ 200.00
7) Deming Headlight	\$ 200.00
8) Valencia County News Bulletin	\$ 200.00
9) KCHS Radio	\$ 250.00
10) Silver City Radio	\$ 250.00



2025-2026 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Sheriff's Posse
Project/Event Name	Arena Improvements, Fiesta Rodeo Advertisement
Event Date(s) and Location (if applicable)	May 1-3, 2026 @ Sheriff's Posse Rodeo Arena
Event Organizer & Title within Organization (if applicable)	Sherry Farr, Manager Karen Chavez, Treasurer
Phone Number of Organizer	Sherry Farr 575-740-1572 Karen Chavez 575-635-2095
Email of Organizer	scsp1949@gmail.com diamondbar2@yhoo.com hxkmc34@gmail.com
Organization Address	601 Rodeo Arena Road, T or C, NM 87901
Organization's Contact Person (If different than event organizer)	N/A
Contact Phone and Email for Organization's Contact Person	N/A

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$7,500
Anticipated Attendance (not including volunteers/staff):	2500 +

PART 3: CRITERIA

Was this project/event funded in 2024-2025? Circle one: **Yes**/No

How many times has your event occurred? List previous events years. If new, indicate "new":

Approximately 75 years

1. Define/Describe the overall project/event (what is happening at the event?): **It will be a three-day event featuring a variety of rodeo activities, including traditional rodeo competitions on Friday evening, and Saturday and Sunday afternoons. We will be featuring National Champion Charro trick roper Daniel Castro and family. On Saturday we will host a visiting Sheriff Posses luncheon and a Dance with live country music on that evening.**

2. Who is your target audience for your project/event and advertising (who do you want to attend?)
We hope to attract participants and spectators locally as well as from across New Mexico and neighboring states.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

Marketing efforts, outside of Sierra County, will focus on areas such as Deming, Alamogordo, Las Cruces, Silver City, Albuquerque, Santa Fe, El Paso and surrounding areas.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

Approximately 75% of printed promotional materials will be distributed outside of Sierra County through volunteers, the Chamber of Commerce and visitors centers across the state.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

Success will be measured through rodeo participant registrations and ticket sales with the event expected to draw an estimated 2500 attendees. Our assessment will be shared in the report given to the Lodger's Tax committee after the event.

6. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? Sponsorship banners and flags will be sold and are projected to generate \$6,000-\$7000 in advertising revenue, helping cover the cost of the rodeo stock contractor and insurance.

7. If you are asking for funding for an existing website, be sure to attached analytics from previous year. **N/A**

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Xacta Printing	Flyers, posters and banners	\$700
Sierra County Sentinel	Newspaper promotion	\$1000
El Paso Times	Newspaper promotion	\$200
Las Cruces Sun News	Newspaper promotion	\$200
Alamogordo Daily News	Newspaper promotion	\$200
Albuquerque Journal	Newspaper promotion	\$200
Silver City Daily Press	Newspaper promotion	\$200

Deming Headlight	Newspaper promotion	\$200
Valencia County News Bulletin	Newspaper promotion	\$200
KCHS Radio	Radio Ads	\$250
Silver City Radio	Radio Ads	\$250
Facilities	Bleacher Repairs	\$2000
Talon Septic	Port-a-Pots	\$2000
TOTAL AMOUNT REQUESTED: Must match page 1.		\$7600

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

☒ IRS and Secretary of State proof of Good Standing

☒ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Karen Chavez, Treasurer

Signature: Karen Chavez

Date: 03-16-2026

STATE OF NEW MEXICO
OFFICE OF THE SECRETARY OF STATE

Certificate of Good Standing

The undersigned Secretary of State for the State of New Mexico
does hereby confirm that the entity is registered with the below
status in the state of New Mexico

***SIERRA COUNTY SHERIFF'S POSSE, SIERRA COUNTY,
NEW MEXICO***

Domestic Nonprofit Corporation

New Mexico

Active

March 17, 2026

Maggie Toulouse Oliver

MAGGIE TOULOUSE OLIVER

Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

005778.559085.46279.13925 1 SP 0.680 532



SIERRA COUNTY SHERIFFS POSSE
601 RODEO RD
TRUTH OR CONSEQUENCES NM 87901

Date of this notice: 02-06-2024

Employer Identification Number:
99-1076184

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-1076184. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

005778

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is SIER. You will need to provide this information, along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. If you do not need to write us, do not complete, and return this stub.

Thank you for your cooperation.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: G.3

SUBJECT: Approval of Contract and Allocation of Funds to the New Mexico Square & Round Dance Association for the Fiesta Square & Round Dance Festival 2026 Civic Center Rental

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 1, 2026

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the New Mexico Square & Round Dance Association Contract and allocation of funds for the Fiesta Square & Round Dance Festival 2026 Civic Center Rental.

Recommendation:

The applicant requested \$450 and the LTAB recommended the full award of \$450

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$450.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-8-26

Section of Minutes from Lodgers Tax Meeting on 3/23/2026:

a. Discussion/Action: New Mexico Square and Round Dance- Fiesta Square and Round Dance Festival 2026

Destiny Mitchell: Joey couldn't be here today. I was asked to help them put together an application and I told them the meeting would be on the 24th. My apologies.

This the 77th annual New Mexico Square and Round Dance competition. It's a 4 day competition here in Truth or Consequences at the civic center. They have lodging already set up for their guest. People have already been registered. It's a huge event. Joey has done all of the leg work in advance with his advertisement, printed flyer and reaching out. The only thing that they wanted to ask for is a possible reimbursement of the rental facility of the Civic Center which will be a total of \$450. They have a deposit on file of \$200 since they do this as an annual event. They are asking if you would be able to cover their rental fees for the event because it is going to be a huge 4 day draw in May.

Vice-Chairman Kelley: I just want to let everybody know that we started funding things like infrastructure, things that were not marketing a couple years ago. The city had asked us to start doing that and I have had a meeting with Manager Whitehead. Linda has also had a meeting with him, and this is kind of the direction he wants us to move in where we just don't do the marketing, but we do request like this one in addition to infrastructure. I personally know that there are a lot of people that come to town for this most of them are from out of town. It does bring a lot of people here and traditionally once Fiesta is over it dies down here. Getting people in here in May is great.

Member MacKenzie: I know this event brings lots of people to town. I think its great.

Member Sena made a motion to approve.

Member MacKenzie seconded the motion.

Motion carried unanimously.



2024-2025 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	New Mexico Square and Round Dance
Project/Event Name	Fiesta Square and Round Dance Festival 2026
Event Date(s) and Location (if applicable)	May 14th-17th 2026 TorC Civic Center Ralph Edwards Auditorium
Event Organizer & Title within Organization (if applicable)	Joey Solis
Phone Number of Organizer	505-804-3842
Email of Organizer	callerjoey@gmail.com
Organization Address	
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$450.00
Anticipated Attendance (not including volunteers/staff):	300+

PART 3: CRITERIA

- I. Was this project/event funded in 2024-2025? Circle one: **NO**
- II. How many times has your event occurred? List previous events years. If new, indicate "new": 77 years
- III. Define/Describe the overall project/event (what is happening at the event?):

- A. The 77th Annual New Mexico State Square and Round Dance Festival will take place May 14–17, 2026, at the Civic Center in Truth or Consequences, New Mexico. This four-day statewide event celebrates the tradition, artistry, and community of square and round dancing, bringing together dancers of all skill levels for a weekend of movement, music, and connection. The festival will feature a full program of activities including a Thursday evening bonus dance, Friday train-in and evening dances, Saturday workshops and evening grand march with posting of the colors and awards, and a Sunday trail-out dance. Attendees will enjoy instruction and calling from featured professionals, including Square Dance Caller Scott Bennett and Round Dance Cuers Kay & Bob Kurczewski. Workshops, mainstream and plus dancing, rounds, and social events provide opportunities for both learning and entertainment in a welcoming, family-friendly atmosphere.
 - B. The event also supports local economic activity by encouraging overnight stays, dining, and shopping in Truth or Consequences. With host hotels and RV parks identified, the festival is designed to be accessible to both traveling participants and regional visitors. This long-standing annual tradition continues to serve as a cultural anchor event that highlights New Mexico's dance heritage while fostering tourism and community engagement.
- IV. Who is your target audience for your project/event and advertising (who do you want to attend?)
 - A. The primary target audience includes square and round dancers from across New Mexico and neighboring states, ranging from beginners to experienced dancers. Secondary audiences include dance clubs, retirees, RV travelers, and cultural tourism enthusiasts seeking unique, community-driven experiences. The event is also family-friendly and welcomes youth participants, with reduced registration options to encourage multigenerational attendance.
- V. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?
 - A. Marketing efforts will extend beyond Truth or Consequences to reach audiences throughout New Mexico, as well as key regional markets in Texas, Arizona, and Colorado where square dancing communities are active. Outreach will include Albuquerque, Las Cruces, El Paso, Tucson, Phoenix, and Denver. Promotion strategies include printed flyers distributed at dance clubs, regional festivals, and visitor centers; digital promotion through social media, email lists, and dance organization networks; and direct outreach to square and round dance associations.
- VI. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?
 - A. Approximately **70% of printed materials** will be distributed outside of Sierra County. Distribution methods include mailing to dance clubs and associations,

handouts at regional dance events, placement in visitor centers, and sharing through partner organizations and tourism networks.

VII. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

- A. Success for the festival will be measured through several key indicators:
- Total event attendance and registration numbers
 - Percentage of out-of-town and first-time attendees
 - Local lodging occupancy rates during the event period
 - Vendor and participant feedback
 - Engagement metrics from digital promotion (social media reach, shares, and event responses)
- B. Data will be gathered through registration forms, attendee surveys (digital and paper), and collaboration with local lodging partners to estimate increased occupancy. Social media analytics will be tracked through the event or organization's Facebook page, which will serve as a primary promotional platform.
- C. A post-event summary report will be compiled and shared with the City of Truth or Consequences, outlining attendance figures, economic impact estimates, marketing reach, and participant feedback to demonstrate the event's value and areas for growth.

VIII. How many Facebook followers do you have for this event page or organization page (for a project)?

- A. The festival will be promoted through an established Facebook presence associated with the New Mexico Square & Round Dance community. (Insert current follower count if available.) This platform will be used to share updates, schedules, registration reminders, and highlight local attractions to encourage extended stays.

IX. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate ad revenue will be generated?

- A. At this time, the festival does **not plan to sell formal advertising space**, focusing instead on partnerships and community promotion. However, opportunities for sponsorship recognition and vendor participation may generate supplemental revenue. Estimated revenue from these sources is modest and primarily intended to offset event costs rather than serve as a primary funding stream.

X. If you are asking for funding for an existing website, be sure to attach analytics from the previous year.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to the City Commission.

A. TorC Civic Center, Ralph Edwards Auditorium Rental Fees:.....\$450.00

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: JOSEPH SOLIS PRESIDENT

Signature: Joseph Solis

Date: 3/18/26

FY26 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: March 23, 2026

Applicant: New Mexico Square & Round Dance Assn

Project(s) Applied For:

1) Fiesta Square & Round Dance Festival 2026 Civic Center Rental

Amount Requested: \$450 **Amount Approved:** \$450

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

TOURISM INFRASTURE FUNDING:

Scope of Work

Award Amount Approved

1) Ralph Edwards Auditorium Rental

\$ 450.00

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and New Mexico Square & Round Dance Assn herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of \$450.00 to the Contractor for a period commencing on April 8, 2026, and continuing through June 30, 2026.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.
 - d. All invoices must be turned into the City Clerk’s Office no later than the last business day of **May 2026**.

- e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank,

trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the

foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

- 18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
- 19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
- 20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
- 21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
- 22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
- 23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
- 24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- 25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out

of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

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

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

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

Please initial each requirement:

_____ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

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

_____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

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

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

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

_____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

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

Dated this _____ day of _____, 2026

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: G.4

SUBJECT: Approval of Contract and Allocation of Funds to the Veterans Memorial Park & Museum for the Veterans Memorial Park Entrance Sign

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 1, 2026

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval is requested for the Veterans Memorial Park & Museum contract and the allocation of funds for the Veterans Memorial Park Entrance Sign. This item was previously presented to the Lodgers' Tax Board, where it was tabled pending additional information regarding the cost to reprint the sign. The item was returned to the Lodgers' Tax Board on March 23, 2026. After review, the board approved the project in the full requested amount of \$8,988.89.

Recommendation:

The applicant requested \$8,988.89 and the LTAB recommended the full award of \$8,988.89

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$8,988.89

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-8-26

Section of Minutes from Lodgers Tax Meeting on 3/23/2026:

a. Discussion/Action: Veterans Memorial Park & Museum Park Entrance Sign

Wendy Barnes: I talked to Bo about the electricity. We know it's bad but how bad it is does it need to be replaced all the way back to the box or what is the case.

Maggie Allen: Our sign is totally dead Bo said there is no way. We have to get a new sign.

Wendy Barnes: That was the most expensive part of it. We did try to get some other bids, but it was unsuccessful. One of our local people was working on one but due to his medical problems he is unable to do it.

Maggie Allen: He said he would continue if we needed him to and if we didn't get the funding. It would be 2 or 3 months down the road. Our park is dark when you enter it though. Bo said on the electrical side there is nothing wrong. We need a new sign.

Wendy Barnes: It will be LED so it will be cheaper on electricity also. It is going to be bigger and brighter than the one we have there now. It will look different as well. We included a picture of it without application.

Vice-Chairman Kelley: Since I'm looking at the sign. When is the helicopter going to be installed?

Maggie Allen: We are at the tail end of it. On the 30th I will give them the rest of the money they are going to paint the rest of the helicopter. It won't take long. Doug, Gary and Bartoo are going to buy a trailer for it. No one has a trailer here not one that extends. It's going to be theirs but they are going to lend it to the park for us to mount it on there temporarily until we can go to the legislature to ask for funds to put it up. We are hoping by the end of May we can put it at the park.

Vice-Chairman Kelley: Good because I would hate to not have it there with this sign showing it.

Maggie Allen: It's going to be there. They said they would put it on there by the end of May.

Member Sena: I think a lit sign is important to detour vandalism on something super important. I think it's important its more than just a sign.

Member MacKenzie made a motion to approve.

Member Sena seconded the motion.

Motion carried unanimously.

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and **Veterans Memorial Park & Museum, Entrance Sign** herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of **\$8,988.89** to the Contractor for a period commencing on April 8, 2026, and continuing through June 30, 2026.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.
 - d. All invoices must be turned into the City Manager’s Office no later than the last business day of **May 2026**.

- e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank,

trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

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12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
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14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
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- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
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19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
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21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
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CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

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

Please initial each requirement:

- _____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
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Designee No. 1: _____ Phone No. _____
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- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

FY26 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: March 23, 2026

Applicant: Veterans Memorial Park & Museum

Project(s) Applied For:

1) Veterans Memorial Park Entrance Sign

Amount Requested: \$8988.89 **Amount Approved:** \$8988.89

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

TOURISM INFRASTRUCTURE FUNDING:

Scope of Work

Award Amount Approved

1) Lynco Electric Co.

\$ 8988.89



2025-2026 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Veterans Memorial Park & Museum
Project/Event Name	Park Entrance Sign
Event Date(s) and Location (if applicable)	New Entrerences sign 996 S. Broadway T or C
Event Organizer & Title within Organization (if applicable)	Windy Barnes - Vice President
Phone Number of Organizer	575-952-0484
Email of Organizer	windyallenbarnes@gmail.com
Organization Address	996 South Broadway T or C, NM
Organization's Contact Person (If different than event organizer)	Windy Barnes
Contact Phone and Email for Organization's Contact Person	same as above

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	8988.89
Anticipated Attendance (not including volunteers/staff):	35222

PART 3: CRITERIA

Meeting
5-9-24
Table ~~3~~
3 on on don

Was this project/event funded in 2023-2024? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate "new":
one other time shortly after we opened the Park in 2005

1. Define/Describe the overall project/event (what is happening at the event?):
Its going to be a 30" h X 120" w Monument double sided. The frame will be made of steel
and covered in aluminum black panels. The faces of the monument will be polycarbonated
and covered in 3M outdoor UV Scotchcal Translucent Graphic Film. The frame will have removable
panels for easy access of the power supplies. The interior of the sign will have LED's and Power
supplies. Lynco Electric Co. will install directly to existing concrete base.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)
everyone that comes to the park We want everyone to come see our beautiful park and
displays and feel what others did for us and our freedom, this museum is better than
any history class.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or
Consequences?

will market it threw pictures and brochures and our web site.

4. What percentage of your printed materials will be distributed outside of Sierra County and how
will they be distributed?

90% of all our printed materials our distributed out side sierra county.

5. Describe your project/event indicators of success and how you plan to gather the information
and how you plan to share that assessment with the City (e.g. increased hotel stays, increased
attendance, first time attendees:

threw word of mouth, sign in sheets and event meetings.

6. How many Facebook followers do you have for this event page or organization page (for a project)? _____ Instagram followers? _____

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? _____

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: The items listed within this budget are the only reimbursable items after funds are awarded. Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board

reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Lynco Electric Co.	Double Sided Monument Sign	8988.89
TOTAL AMOUNT REQUESTED: Must match page 1.		8988.89

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

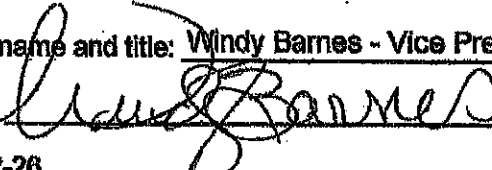
- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after

the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Windy Barnes - Vice President

Signature: 

Date: 1-22-26

西昌市人口地理学研究所 616000 四川省凉山彝族自治州西昌市

25-SI-40 Veterans Memorial Sign

Prepared By:
Kelsey Hayduk
kelsey.hayduk@lyncoelectric.net

	QTY	PRICE	SUBTOTAL
Remove old sign and replace with new sign	1.00	\$8,294.25	\$8,294.25
		Subtotal:	\$8,294.25
		0.8375% Tax:	\$694.64
		TOTAL:	\$8,988.89

30" h x 120" w monument double sided. The frame will be made of steel and covered in aluminum black panels. The faces of the monument will be polycarbonate and covered in 3M Outdoor UV Scotchcal Translucent Graphic Film. The frame will have removable panels for easy access of the power supplies. The interior of the sign will have LED's and power supplies. Lynco Electric Co will install directly to existing concrete base.

Date _____



VETERANS MEMORIAL PARK & Hamilton Military Museum



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: April 2, 2026

Agenda Item #: G.5

SUBJECT: Interim Budget Memo for FY 26/27
DEPARTMENT: Finance
DATE SUBMITTED: April 2, 2026
SUBMITTED BY: Jocelyn Holguin, Chief Financial Officer
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Chief Financial Officer

Summary/Background:

This memo is to assist the City commission, staff and the public with the up-and-coming interim budget review meeting with the City staff on April 14, 2026. Please see attached list.

Recommendation:

Review and advise.

Attachments:

- Finance Memo
- Schedule of Events

Fiscal Impact (Finance): Choose an item.

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: Kerin Salcedo, Accounting 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 04/08/2026

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 Hoepfner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

FINANCE MEMO

April 2, 2026

Dear City Commission and City Personnel,

RE: SEQUENCE OF EVENTS-INTERIM BUDGET

A brief note to inform our City Commissioners of the interim budget process. The finance department along with management have implemented the new budget process and the results thus far have been very satisfactory.

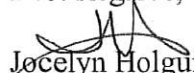
We intend to have a comprehensive interim budget, hard copy binder for each member of the council on or by April 9th, for the all-day workshop schedule on April 14th, 2026. Commencing at 9:00 AM, lunch will be provided by the Managers and Finance Departments. Each budget will be pulled up electronically real time and adjustments.

Tentative Dates as Follows:

- **5/13/2026- City Commission Approval of Final Budget- Final Budgets will be issued electronically for reviews unless a hard copy is requested.**
- **6/5/2026- Purchase Order Shut Down for Reconciliations-Only imperative requestions for City functions shall be reviewed and considered during this time.**
- **6/24/206- Agenda Items over \$60,000.00, for Commission Approval for all new ongoing services necessary purchase orders to be approved prior to the new fiscal year.**
- **7/1/2026- Is when requisitions may be implemented in the system for new fiscal year, not prior to.**
- **7/1/2026- Contracts and Projects shall be the sole purchase orders issued by the CPO for the new fiscal year 26/27.**
- **7/9/2026- Purchase Orders open for all other tangible items and City-wide services.**

Please note: No BARS (Business Analysis & Reporting) will be allowed during the first quarter of the new Fiscal Year per DFA guidelines. Thank you for your continued support.

Best Regards,


Jocelyn Holguin,
Chief Financial Officer

CC: Gary Whitehead Manager and Kerin Salcedo, Accounting Officer

INTERIM BUDGET MEETING LIST

Event Tuesday, April 14, 2026
Date _____

DEPARTMENT NAME	TIME SLOT	
ELECTRIC	9:00 AM	
STREETS	9:15 AM	
SOLID WASTE	9:30 AM	
WATER	9:45 AM	
W/WATER	10:00 AM	
SERVICE CENTER	10:15 AM	
COMMUNITY SERVICES LIBRARY ANIMAL SHELTER GOLF COURSE PARKS & RECREATION POOL FACILTY MANAGMENT	10:30 AM	Orrin Hechler Pat O'Hanlon Tara Manning Robert Massena Cesar Galicia Jesse Robinson Thomas Cool

INTERIM BUDGET MEETING LIST

LUNCH BREAK	11:45 PM	PROVIDED BY MANGEMENT & FIANACE DEPARTMENTS
LODGERS TAX	1:00 PM	COMMUNITY REQUEST
POLICE DEPARTMENT/ANIMAL CONTROL (Tyler Knull)	2:00 PM	GRANTS AND PROGRAMS
CLERK	2:45 PM	
UTILITIES	3:00 PM	
COMMUNITY DEVELOPMENT	3:15 PM	PROJECTS AND AIRPORT
FINANCE	3:45 PM	HUMAN RESOURCES AND IT
MANAGER/LODGERS TAX/CLERK	4:00 PM	
FIRE	4:45 PM	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: G.6

SUBJECT: Discussion/Action: Change Order to Increase/Correct PO 80427-R1 to the Amount Awarded

DEPARTMENT: Community Development

DATE SUBMITTED: April 1, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Request to increase PO 80427-R1 in the amount of \$36,785.15. This PO pertains to the CDBG Water Meter Engineering Services Contract with Wilson & Co. The contract was presented and approved by City Commission on 5-22-2024 in the full amount of \$77,043.00

During requisition entry, only the amount of exhibit C of the Contract was entered for \$40,257.85 – Exhibit B of the Contract was inadvertently/accidentally left out in the amount of \$37,785.15

Recommendation:

Approve Change Order to increase the PO as presented

Attachments:

- Original documents presented at the meeting on 5-22-2024
-

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-8-2026

May 3, 2024

Angie Gonzales
City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Subject: **Exhibit B - Design Services Scope of Work – Project #23-600-599-00
Truth or Consequences Water Meter Replacement**

Dear Mrs. Gonzales:

Thank you for selecting Wilson & Company to complete the engineering services related to the City's CDBG Water Meter Replacement project. The project will consist of the design and construction related to the replacement of aged and deteriorated water meter assemblies. The current manual read water meters will be replaced with new advanced metering infrastructure (AMI) radio read meters. The meter replacements will take place throughout the municipal water system service area which includes the City of TorC and Village of Williamsburg. The condition and location of the meter assemblies varies widely throughout the service area and therefore the location of the assemblies and surface improvements to be replaced will vary as well. In locations where the existing meter can assemblies have failed and are located within the sidewalks, the improvements will also include the replacement of the meter setters, meter cans, lids, plus the removal and replacement of the sidewalk section as needed to complete the installation.

Based on preliminary planning estimates, the project will include the replacement of approximately 981 meters, 98 meter assemblies and 88 square yards of sidewalk removal & replacements. The current state of the inflated construction costs will be the deciding factor for the actual number of meters that can be replaced with the funding available.

Project Scope/Services to be completed as part of the Design Phase of the project:

- I) Engineering Design:
 - a. Preliminary Design:
 - i. Prepare plan drawings to a 50% level of completion
 - 1. Field Data Confirmations
 - 2. Prepare Draft Contract Documents & Technical Specifications
 - 3. Internal QA/QC review of all deliverables
 - 4. Submit 50% design to Owner for review and comments.
 - 5. Hold plan review meeting with Owner
 - b. Final Design:
 - i. Design to 100% Completion
 - 1. Address Client comments on 50% package
 - 2. Prepare plan drawings to 100% level of completion
 - 3. Prepare Final Contract Documents & Technical Specifications
 - 4. Prepare Engineers Opinion of Probable Cost
 - 5. Internal QA/QC review of all deliverables

5/3/2024



6. Submit 100% design package to Owner & Agency for final review and approval.
7. Address Owner & Agency comments and finalize for bidding.

Final Design Phase deliverables will include:

1. Signed and sealed Construction Plan Set prepared in 22x34 sheets to allow for true half size printing
2. CDBG format Contract Documents ready for bidding phase services
3. Project specific Technical Specifications
4. Finalized engineer's estimate of probable construction cost

Compensation:

The design phase services will be completed with deliverables as listed above provided for a lump sum cost of \$34,179.00 excluding gross receipt tax, as shown on Attachment II.

Timeline for Completion of Project:

The contract time for the preliminary design phase shall be 60 calendar days from the date of the Owner's signature below. The contract time for the final design phase shall be 30 calendar days from the date of receipt of all comments from the Owner and Agency

If you have any questions, you may contact Alfredo Holguin at 575-642-8537 or by email at Alfredo.Holguin@wilsonco.com.

Sincerely,
WILSON & COMPANY

Brian P. McBride, P. E.
Vice President

Acceptance:

On behalf of the City of Truth or Consequences, I am authorized to agree to and accept the terms and conditions of this Agreement as outlined above, and hereby authorize Wilson & Company to proceed.

City of Truth or Consequences

Signature: 
Name: Angie Gonzales
Title: City Manager
Date: 5/22/24

**Attachment II
Manhour Worksheet**

Project Name: TorC CDBG Water Meter Replacement
 Project Phase: Design Phase
 Project Number: 23-600-599-00
 Date: 5/3/2024
 Owner: City of TorC
 Engineer: Wilson & Company, Inc., Engineers & Architects

Job Description	Project Manager	Engineering Intern	Project Designer	Expense	Task Total:	Schedule/Notes:
Grade	PS	P1	PDS	Mileage		
Billing Rate:	\$ 212.00	\$ 108.00	\$ 128.00	\$ 0.655		
	Hrs.	Hrs.	Hrs.	\$	\$	
Task 01: Preliminary Design						
Field Data Collection	2	12	8	\$ 151.15	\$ 2,843.00	
Draft Contract Documents and Technical Specifications	2	16			\$ 2,152.00	
Plan Set Preparation	8	8	32		\$ 6,656.00	
Internal QA/QC & Address Internal Comments	4	8	4		\$ 2,224.00	
Packaging of Preliminary Design Package	1	4	4		\$ 1,156.00	
Virtual Design Review Mtg. with Owner	1	1	1		\$ 448.00	
Subtotal (incl. NMGR):	18	49	49	151.15	\$ 12,765.00	
Task 02: Final Design						
Address Owner Comments from Preliminary Design	2	8	8		\$ 2,312.00	
Final Contract Documents and Technical Specifications	2	2	4		\$ 1,152.00	
Plan Set Preparation	8	16	18		\$ 5,728.00	
Internal QA/QC & Address Internal Comments	4	4	2		\$ 1,536.00	
Packaging of Preliminary Design Package	4	16	6		\$ 3,344.00	
Virtual Design Review Mtg. with Owner	6	20	4		\$ 3,944.00	
Address Final Owner & Agency Comments	1	2	2		\$ 684.00	
Subtotal (incl. NMGR):	27	63	34	151.15	\$ 15,700.00	
Total Man-hours	45	117	93	151.15		
Subtotal Tasks 1 - 2 (Excl. NMGR):					\$ 34,179.00	
NMGR @ 7.6250					\$ 2,606.15	
Total incl. NMGR:					\$ 36,785.15	

May 3, 2024

Angie Gonzales
City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Subject: **Exhibit C – Construction Services Scope of Work – Project #23-600-599-00**
 Truth or Consequences Water Meter Replacement

Dear Mrs. Gonzales:

Thank you for selecting Wilson & Company to complete the engineering services related to the City's CDBG Water Meter Replacement project. The project will consist of the design and construction related to the replacement of aged and deteriorated water meter assemblies. The current manual read water meters will be replaced with new advanced metering infrastructure (AMI) radio read meters. The meter replacements will take place throughout the municipal water system service area which includes the City of TorC and Village of Williamsburg. The condition and location of the meter assemblies varies widely throughout the service area and therefore the location of the assemblies and surface improvements to be replaced will vary as well. In locations where the existing meter can assemblies have failed and are located within the sidewalks, the improvements will also include the replacement of the meter setters, meter cans, lids, plus the removal and replacement of the sidewalk section as needed to complete the installation.

The construction phase services for this project will be to complete the bidding, construction administration and construction observation for the water meter replacement project as approved by the City.

Project Scope/Services to be completed as part of the Construction Phase of the project:

- 1) Bidding Services: To comment once final approval of the design package is received
 - a. Distribution of plans and project manuals to Bidder's through Wilson Website
 - b. Coordination & Advertisement for bids to Las Cruces Sun News
 - c. Facilitate pre-bid meeting
 - d. Respond to Contractors questions and issue addenda
 - e. Facilitate bid-opening
 - f. Review bids, prepare bid tabulation, and recommendation of award

- 2) Construction Administration:
 - a. Conform construction documents for awarded contractor
 - b. Facilitate Pre-Construction conference
 - c. Review Shop Drawing Submittals
 - d. Respond to Contractor's RFI's during Construction (Assume 2 total)
 - e. Review of Contractors Application for Payment (Assume 2 total)
 - f. Issue Clarifications and Field Directives (Assume 2 total)
 - g. Review change order proposals and make recommendation (assume 1)
 - h. Attend monthly construction progress meetings (assume 1-hr/ea.)
 - i. Attend Substantial Completion Walk-through and prepare punch list

5/3/2024

**WILSON
& COMPANY**

- j. Attend Final Completion Walk-through
- k. Coordination with Contractor and Owner for all close out documents
- l. Attend 11-Month Warranty Walk-through

3) Part-Time Construction Observation:

- a. Periodic part-time field observations of completed work
- b. Review and verification of Quantities
- c. Quantity tracking and initial review of pay applications with Contractor
- d. Prepare Daily Field Report
- e. Attend Substantial Completion Walk-through, prepare punch list
- f. Attend Final Completion Walk-through
- g. Attend 11-Month Warranty Walk-through

Compensation:

The construction phase services will be completed as listed above provided for a lump sum cost of **\$37,146.81** excluding gross receipt tax, as shown on Attachment III.

Timeline for Completion of Project:

The contract time for the construction administration and observation services are based on a 75-calendar day construction contract. Completion of close out documents shall be 30 calendar days from the date of receipt of all final pay application items from the Contractor.

Billing Terms:

Progress reports and invoices will be submitted monthly through completion of the work.

If you have any questions, you may contact Alfredo Holguin at 575-642-8537 or by email at Alfredo.Holguin@wilsonco.com.

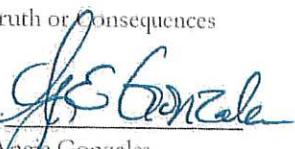
Sincerely,
WILSON & COMPANY

Brian P. McBride, P. E.
Vice President

Acceptance:

On behalf of the City of Truth or Consequences, I am authorized to agree to and accept the terms and conditions of this Agreement as outlined above, and hereby authorize Wilson & Company to proceed.

City of Truth or Consequences

Signature: 

Name: Angie Gonzales

Title: City Manager

Date: May 22 2024

**Attachment III
Manhour Worksheet**

Project Name: TorC CDBG Water Meter Replacement
 Project Phase: Construction Phase
 Project Number: 23-600-599-00
 Date: 5/3/2024
 Owner: City of TorC
 Engineer: Wilson & Company, Inc., Engineers & Architects

Job Description	Project Manager	Project Engineer	Engineering Intern	Construction Observer	Expense	Task Total:	Schedule/Notes
	Grade PS	PI	PS	FCS	Mileage		
Billing Rate:	\$ 212.00	\$ 108.00	\$ 116.00	\$ 118.00	\$ 0.655		
	Hrs.	Hrs.	Hrs.	Hrs.	\$	\$	
Task 03: Bidding & Negotiation							
Bid Admin	6	20	16			\$ 5,288.00	
Pre-Bid Meeting (1)	4	4	4		150	\$ 1,842.25	
Bid Opening and Recommendation (1)	8	12	12		150	\$ 4,482.25	
Subtotal Hours (Excl. NMGR)	14	36	32	0	300	\$ 11,612.50	
Task 04: Construction Administration							
Project Management, Invoicing & Progress Reports (3 months)	3	3				\$ 960.00	
Submittals Reviews & Approvals	2	4	10			\$ 2,016.00	
Construction Progress Meetings (3 Virtual Mtg.)	3	6		2		\$ 1,520.00	
Pay Applications, CO/FO Review, Processing, Coord. with RPR	4	8	4			\$ 2,176.00	
Substantial Completion Walkthrough Mtg. (1)	4			4	150	\$ 1,418.25	
Final Completion Walkthrough Mtg. (1)				3		\$ 854.00	
Project Closeout Process	4	4	2	2		\$ 1,748.00	
12-Month Warranty Walkthrough & Coordination with Contractor	4			4	150	\$ 1,418.25	
Subtotal Hours (Excl. NMGR)	24	25	16	13	300	\$ 10,490.50	
Task 05: Part-Time Construction Observation							
Part-Time Construction Observation - RPR On-Site (60 Working Days)				117	180	\$ 13,923.81	
Subtotal Hours (Excl. NMGR)	0	0	0	117	180	\$ 13,923.81	
Total Man-hours	42	61	48	132	780		
Subtotal Tasks 3 - 5 (Excl. NMGR):						\$ 37,146.81	
NMGR @ 8.375% (TorC Rate - Project Site as Required by State of NM)						\$ 3,111.04	
Total Incl. NMGR:						\$ 40,257.85	

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Angie Gonzales
City Manager

May 22, 2024

Alfredo Holguin, PE
Wilson & Company, Inc.
414 N Main St A
Las Cruces, NM 88001

RE: Notice of Award of Engineering Agreement for the City of Truth or Consequences CDBG Project No. 22-C-NR-I-01-G-01

Dear Mr. Holguin:

On behalf of the City of Truth or Consequences, I would like to thank you for submitting a proposal in response to our RFP 23-24-002 for engineering services for our CDBG project No. 22-C-NR-I-01-G-01. We appreciate your time, effort, and interest in the project related to this procurement.

I would like to notify you that the proposal you submitted is the best apparent solution to the project for which the procurement was issued.

The negotiated agreement for this project is enclosed. This agreement is not to exceed \$77,043.00 including NMGRT.

Please sign and return the enclosed agreement via email. We will email you an executed copy for your records. We look forward to the execution of this agreement and to working with your firm.

Sincerely,

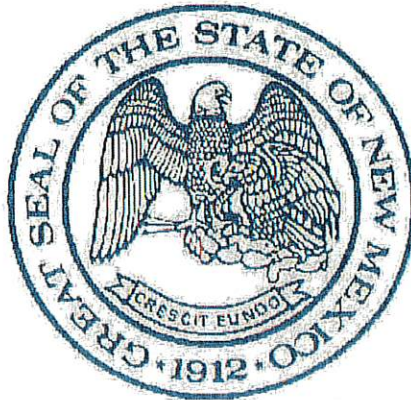

Rolf Hechler
Mayor

3-D

AGREEMENT BETWEEN OWNER AND ENGINEER

Project Truth or Consequences Water Meter Replacement
Contract No. 23-24-002 Project No. 22-C-NR-I-01-G-01

Representative



Distribution to:

- ☒ Owner
- ☒ Engineer
- ☒ LGD
- ☒ Other

This Agreement entered into this 22nd day of May, 2024, by and between

the "Owner"
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

and

the "Engineer"
Wilson & Company, Inc.
414 N Main St A
Las Cruces, NM 88001

Telephone: (575) 952-0565

Telephone: (575) 527-9257

Fax: (575) 894-7767

Fax: (575) 527-9258

Email: talvarez@torcnm.org

Email: alfredo.holquin@wilsonco.com

Professional and technical services shall be provided by the Engineer through the Project Engineer whose signature is contained on the signature page to this Agreement.

[This document was prepared to be used with Community Development Block Grant and incorporates the use of the standard Agreement for Engineering Services (Publicly Funded Project) used by other funding agencies including the New Mexico Environment Department and the New Mexico Finance Authority. **Additions to the standard agreement document include (SECTION A.22) MAXIMUM ALLOWABLE CONSTRUCTION COST and (SECTION A.23) FEDERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES.** This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification]

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this day May 22, 2024 by and between
the City of Truth or Consequences hereinafter referred to as the OWNER,
and Wilson & Company hereinafter referred to as the ENGINEER.

The OWNER intends to construct a Project consisting of

The City of Truth or Consequences' CDBG Water Meter Replacement project will consist of the design and construction related to the replacement of aged and deteriorated water meter assemblies. The current manual read water meters will be replaced with new advanced metering infrastructure radio read meters. The meter replacements will take place throughout the municipal water system service area which includes the City of TorC and Village of Williamsburg. The condition and location of the meter assemblies varies widely throughout the service area and therefore the location of the assemblies and surface improvements ■

In Sierra County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture - Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any sub-agreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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4. Responsibilities of the OWNER
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8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally Funded Projects

20. Remedies
21. Assurance Against Debarment
22. Maximum Allowable Construction Costs (CDBG)
23. Federal Terms and Conditions for Professional Services (CDBG)

SECTION B - ENGINEERING SERVICES

- Engineer Services During the Planning Phase
- Engineering Services During the Design Phase
- Engineering Services During the Construction Phase
- Engineering Services During the Operation Phase

**SECTION C - ADDITIONAL ENGINEERING
SERVICES**

SECTION D - SPECIAL PROVISIONS

Attachment I - Compensation for
Engineering Services During
the Planning Phase

Attachment II - Compensation for
Engineering Services During
the Design Phase

Attachment III - Compensation for
Engineering Services During
the Construction Phase

Attachment IV - Compensation for
Engineering Services During
the Operation Phase

SECTION A - GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) OWNER and ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, representatives of the Funding Agency, or other interested parties and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

- (a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER, shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.
- (b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.
- (c) The OWNER, or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER, nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.
- (d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.
- (e) ENGINEER'S opinions of probable Construction Cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ and independent cost estimator.
- (f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- (g) The standard of care of all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in

connection with ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any verification or adaptation as stated above, will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5. Changes

(a) The OWNER may, at any time, with prior approval of the Funding Agency, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of

the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 9 of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(c) Final Payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. In addition, after fourteen (14) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. TIME

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages.
5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the

amount specified below, not as a penalty, but as liquidated damages.

2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$ 50.00) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due ENGINEER and detailed in the Attachments without the OWNER's prior written approval.

12. Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this

Agreement. Such insurance shall be in an amount not less than \$ 1,000,000.00 for injury to any one person and \$ 1,000,000.00 on account of any one accident and in the amount of not less than \$ 1,000,000.00 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$ 1,000,000.00 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

13. Environmental Condition of Site

(a) Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

(c) If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 calendar days notice.

(f) Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

Engineer will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Engineer's performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) assure that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

22. Maximum Allowable Construction Cost (for CDBG funded projects)

(a) Evaluations of the Owner's Project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the Engineer represent the Engineer's best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer does not have control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, the Engineer cannot and does not represent that bids or negotiated prices will not vary from the Project budget proposed, established, or approved by the Owner, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

(b) The Maximum Allowable Construction Cost (MACC) is established, as a condition of this Agreement, as a fixed limit of Construction Cost for design and bidding purposes. The Engineer shall be permitted to determine what materials, equipment, component systems, and types of construction are to be included in the Bidding Documents to bring Construction Cost within the MACC. With the written consent of the Owner, the Engineer may also include in the Bidding Documents either additive or deductive alternate bids to adjust the Construction Cost to the fixed limit.

(c) The acceptance by the Owner at any time during Basic Services of a revised Statement of Probable Construction Cost in excess of the then established MACC will constitute a corresponding increase in the MACC to the extent indicated in the revised statement.

(d) The Owner shall provide a written response to the funding agency of their acceptance of the increased MACC. This written response shall identify the source of the additional funds (or other procedure for covering the cost).

(e) If bidding or negotiations with potential contractors have not commenced within two months after the Engineer submits Bidding Documents to the Owner, the Project budget and/or MACC shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Bidding Documents to the Owner and the date on which bids are sought.

(f) The MACC, therefore, is established as a condition of this Agreement. When it is exceeded by the lowest bona fide bid, the Owner with review by the funding agency may: a) give written approval of an increase in the MACC; b) authorize re-bidding the Project within a reasonable time, or c) cooperate with the Engineer in revising the Project scope and, as required to reduce the Probable Construction Cost.

(g) If the Owner elects to reduce the Probable Construction Cost, the Owner shall cooperate with the Engineer in revising the quality and scope of the Project; and the Engineer, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the MACC. The Engineer shall then assist the Owner through the Bidding process. When the cost estimate or an evaluation prepared by the Engineer indicates that the Project exceeds the MACC, the provisions outlined in this paragraph shall apply.

(h) The MACC shall not exceed seven hundred twenty five thousand four hundred fifty seven dollars (\$ 725,457.00).

23. Federal Terms and Conditions for Professional Services (for CDBG funded projects)

State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

(a) Termination of Contract for Cause. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall there-upon have the right to terminate this Contract by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Engineer under this Contract shall, at the option of the Owner, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Engineer, and the Owner may withhold any payments to the Engineer for the purpose of set-off until such time as the exact amount of damages due the Owner from the Engineer is determined.

(b) Termination for Convenience of the Owner. The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Engineer. If the Contract is terminated by the Owner as provided herein, the Engineer will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Engineer, paragraph 1 hereof relative to termination shall apply.

(c) Changes. The Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer compensation, which are mutually agreed upon by and between the Owner and the Engineer, shall be incorporated in written amendments to this contract.

(d) Personnel.

1. The Engineer represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

2. All of the services required hereunder will be performed by the Engineer or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

3. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.

(e) **Assign ability.** The Engineer shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Engineer from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

(f) **Reports and Information.** The Engineer, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(g) **Records and Audits.** The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the Owner and the funding agency.

(h) **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Engineer under this Contract are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.

(i) **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.

(j) **Compliance with Local Laws.** The Engineer shall comply with all applicable laws, ordinances and codes of the state and the Owner, and the Engineer shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

(k) **Equal Employment Opportunity.** During the performance of this Contract, the Engineer agrees as follows:

1. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment; upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.

2. The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

3. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that

the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Owner's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Engineer's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Engineer will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the Owner's representative may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

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

(m) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(n) "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations

issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(o) Interest of Members of the Owner. No member of the governing body of the Owner and no other officer, employee, or agent of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Engineer shall take appropriate steps to assure compliance.

(p) Interest of other Local Public Officials. No member of the governing body of the Owner and no other public official of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Engineer shall take appropriate steps to assure compliance.

(q) Interest of Engineer and Employees. The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract, no person having any such interest shall be employed.

(r) Access to Records. The state funding (grantor) agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

(s) All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of six (6) years from the official date of close-out of the grant.

SECTION B -ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

Engineering Services During the Planning Phase

1. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT A -- Planning Services scope of work and cost proposal within the time specified in Attachment I -- Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

2. The ENGINEER shall, prior to completion of ninety (90) percent of the Planning Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to the ENGINEER for providing the services to be performed in the Design Phase.

Engineering Services During the Design Phase

3. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT B -- Design Services scope of work and cost proposal and section B-3 through B-1.1 described herein within the time specified in Attachment II -- Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

4. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.

5. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.

6. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.

7. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.

8. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).

9. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.

10. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.

11. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.

12. Section B-3 through B-11 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

13. ENGINEER shall complete the ENGINEER SERVICES described in EXHIBIT C – Construction Services scope of work and cost proposal and section B-13 through B-24 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.

14. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the

responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.

15. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.

16. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.

17. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.

18. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

19. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

20. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.

21. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the

Contractor's cost and time proposal and the Impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.

22. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.

23. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER, the Funding Agency and others as required.

24. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.

25. Section B-13 through B-24 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

26. The ENGINEER shall complete the ENGINEERING SERVICES described in EXHIBIT D – Operational Services scope of work and cost proposal and section B-26 through B-31 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

27. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.

28. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.

29. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.

30. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall advise the OWNER in writing whether the Project meets the project performance standards.

31. Section B-26 through B-30 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C - ADDITIONAL ENGINEERING SERVICES

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the

ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.
2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
5. Appear before courts or boards on matters of litigation related to the project.
6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.
7. Prepare an operation and maintenance manual.
8. Provide construction-staking services.
9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract

Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Exhibit A to Attachment I.

12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.

14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

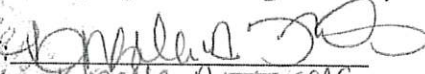
15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

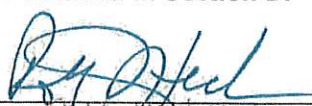
SECTION D - SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

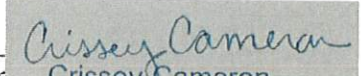
(Describe, attach or indicate "None")

None.

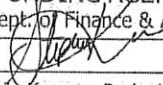
IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below. **The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section D.**

ATTEST: 
Type Name Maria A. Torres
Title City Clerk
Date May 22, 2024

OWNER: 
By _____
Type Name Mayor
Title Mayor
Date May 22, 2024

ATTEST: 
Type Name Crissey Cameron
Title Sr. Project Specialist
Date 06/13/2024

ENGINEER 
By _____
Type Name Brian P. McBride
Title Vice President, Water-Wastewater
Date 06/13/2024

CONCURRENCE: FUNDING AGENCY
AGENCY NAME: Dept. of Finance & Administration
Concurrence 
Name, Title Stephanie Kramer, Project Manager
Date 7/8/2024

- ☐ **ATTACHMENT I** - Compensation for Engineering Services During the Planning Phase
- ☒ **ATTACHMENT II** - Compensation for Engineering Services During the Design Phase
- ☒ **ATTACHMENT III** - Compensation for Engineering Services During the Construction Phase
- ☐ **ATTACHMENT IV** - Compensation for Engineering Services During the Operation Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 22nd day of May, 2024 by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, the ENGINEER, the OWNER and ENGINEER agree this 22nd day of May, 2024 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

- ☐ **EXHIBIT A** - Planning Services scope of work and cost proposal
- ☒ **EXHIBIT B** - Design Services scope of work and cost proposal
- ☒ **EXHIBIT C** - Construction Services scope of work and cost proposal
- ☐ **EXHIBIT D** - Operational Services scope of work and cost proposal

2. Compensation for ENGINEERING SERVICES shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate EXHIBIT, shall not exceed \$ 71,325.81, excluding gross receipt tax and reimbursables.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate EXHIBIT shall not exceed _____ without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES, shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate EXHIBIT, shall not exceed \$ 0.00 gross receipt tax and reimbursables.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate EXHIBIT shall not exceed _____ without prior written approval of the OWNER with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5. Contract Time under Section B, and for the purpose of Section A.8 shall be _____ calendar days (or as specified in the Attachments or Exhibits)

5. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the

rates set forth in the appropriate EXHIBIT. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of _____. Reimbursable expenses shall not exceed the estimate in the EXHIBIT without prior written approval of the OWNER, with Funding Agency concurrence.

6. The method for interim or partial payments, such as milestone or time & materials, shall be as detailed below:

Invoice the 25th of every month with progress report.

7. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST:

Type Name María Torres
Title Manager
Date May 22, 2024

ATTEST:

Type Name Crissey Cameron
Title Sr. Project Specialist
Date 06/13/2024

OWNER:

By [Signature]
Type Name Vicki Hechler
Title Mayor
Date May 22, 2024

ENGINEER

By [Signature]
Type Name Brian P McBride
Title Vice President, Water-Wastewater
Date 06/13/2024

CONCURRENCE: FUNDING AGENCY

AGENCY NAME: Dept. of Finance & Administration

Concurrence [Signature]

Name, Title Stephanie Kramer, Project Manager

Date 7/8/2024



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: G.7a

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: April 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 Financial Officer. Please see the attached purchase item list.

Attachments:

- CBDG Fund
 - CBDG Water Meter Replacement Engineering Services
 - Change Order increase of **\$36,785.15** to P.O. 80427-R1
 - Additional funds required engineering services
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

- **\$ 81,521.99**
- CBDG Fund: Professional Services/Contracts

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 4-8-26

*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*

April 2, 2026

To City Mayor, Pro-Tern and Commissioners,

RE: ENGINEERING SERVICES CDBG WATER METER REPLACEMENT

The Procurement Department along with Water Department and Community Development Department issued a change order to increase the amount over the \$60,000 threshold. The reason for the change order is due to engineering services.

I will defer to Traci Alvarez the Assistant City Manager. Thank you.

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

\$81,521.99

CDBG Funds: 314-8603

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Purchase Order #80427-R1

PROCUREMENTS \$60,000 AND OVER

2025-26 Fiscal Year

COMMISSION MEETING 04/8/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	Wilson & Company Inc. Engineer & Architects	CBDG Water Meter Replacement Engineering Services	Carlos Miyagishima	Procurement	\$36,785.15	CBDG Fund - Professional Services/Contracts
		(total amount is \$81,521.99 after the Change Order)				
TOTAL					\$ 36,785.15	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



4401 Masthead Street NE Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

May 3, 2024

Angie Gonzales
City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Subject: **Exhibit B - Design Services Scope of Work – Project #23-600-599-00**
Truth or Consequences Water Meter Replacement

Dear Mrs. Gonzales:

Thank you for selecting Wilson & Company to complete the engineering services related to the City's CDBG Water Meter Replacement project. The project will consist of the design and construction related to the replacement of aged and deteriorated water meter assemblies. The current manual read water meters will be replaced with new advanced metering infrastructure (AMI) radio read meters. The meter replacements will take place throughout the municipal water system service area which includes the City of ToC and Village of Williamsburg. The condition and location of the meter assemblies varies widely throughout the service area and therefore the location of the assemblies and surface improvements to be replaced will vary as well. In locations where the existing meter can assemblies have failed and are located within the sidewalks, the improvements will also include the replacement of the meter setters, meter cans, lids, plus the removal and replacement of the sidewalk section as needed to complete the installation.

Based on preliminary planning estimates, the project will include the replacement of approximately 981 meters, 98 meter assemblies and 88 square yards of sidewalk removal & replacements. The current state of the inflated construction costs will be the deciding factor for the actual number of meters that can be replaced with the funding available.

Project Scope/Services to be completed as part of the Design Phase of the project:

- I) Engineering Design
 - a. Preliminary Design:
 - i. Prepare plan drawings to a 50% level of completion
 - 1. Field Data Confirmations
 - 2. Prepare Draft Contract Documents & Technical Specifications
 - 3. Internal QA/QC review of all deliverables
 - 4. Submit 50% design to Owner for review and comments.
 - 5. Hold plan review meeting with Owner
 - b. Final Design:
 - i. Design to 100% Completion
 - 1. Address Client comments on 50% package
 - 2. Prepare plan drawings to 100% level of completion
 - 3. Prepare Final Contract Documents & Technical Specifications
 - 4. Prepare Engineers Opinion of Probable Cost
 - 5. Internal QA/QC review of all deliverables

5/3/2024

**WILSON
& COMPANY**

6. Submit 100% design package to Owner & Agency for final review and approval.
7. Address Owner & Agency comments and finalize for bidding.

Final Design Phase deliverables will include:

1. Signed and sealed Construction Plan Set prepared in 22x34 sheets to allow for true half size printing
2. CDBG format Contract Documents ready for bidding phase services
3. Project specific Technical Specifications
4. Finalized engineer's estimate of probable construction cost

Compensation:

The design phase services will be completed with deliverables as listed above provided for a lump sum cost of \$34,179.00 excluding gross receipt tax, as shown on Attachment II.

Timeline for Completion of Project:

The contract time for the preliminary design phase shall be 60 calendar days from the date of the Owner's signature below. The contract time for the final design phase shall be 30 calendar days from the date of receipt of all comments from the Owner and Agency.

If you have any questions, you may contact Alfredo Holguin at 575-642-8537 or by email at Alfredo.Holguin@wilsonco.com.

Sincerely,
WILSON & COMPANY

Brian P. McBride, P. E.
Vice President

Acceptance:

On behalf of the City of Truth or Consequences, I am authorized to agree to and accept the terms and conditions of this Agreement as outlined above, and hereby authorize Wilson & Company to proceed.

City of Truth or Consequences

Signature: 
Name: Angie Gonzales
Title: City Manager
Date: 5/22/24

**Attachment II
Manhour Worksheet**

Project Name: TorC CDSSG Water Meter Replacement
 Project Phase: Design Phase
 Project Number: 23-600-599-00
 Date: 5/3/2024
 Owner: City of TorC
 Engineer: Wilson & Company, Inc., Engineers & Architects

Job Description	Project Manager	Engineering Intern	Project Designer	Expense	Task Total:	Schedule/Notes:
	Grade P5	P1	PDS	Mileage		
Billing Rate:	\$ 212.00	\$ 108.00	\$ 128.00	\$ 0.655		
	Hrs.	Hrs.	Hrs.	\$	\$	
Task 01: Preliminary Design						
Field Data Collection	2	12	8	\$ 151.15	\$ 2,843.00	
Draft Contract Documents and Technical Specifications	2	16			\$ 2,152.00	
Plan Set Preparation	8	8	32		\$ 6,656.00	
Internal QA/QC & Address Internal Comments	4	8	4		\$ 2,224.00	
Packaging of Preliminary Design Package	1	4	4		\$ 1,156.00	
Virtual Design Review Mtg. with Owner	1	1	1		\$ 448.00	
Subtotal Hours (excl. NMGR):	18	49	49	151.15	\$ 12,479.00	
Task 02: Final Design						
Address Owner Comments from Preliminary Design	2	8	8		\$ 2,312.00	
Final Contract Documents and Technical Specifications	2	2	4		\$ 1,152.00	
Plan Set Preparation	8	16	38		\$ 5,728.00	
Internal QA/QC & Address Internal Comments	4	4	2		\$ 1,536.00	
Packaging of Preliminary Design Package	4	16	6		\$ 3,344.00	
Virtual Design Review Mtg. with Owner	6	20	4		\$ 3,944.00	
Address Final Owner & Agency Comments	1	2	2		\$ 684.00	
Subtotal Hours (excl. NMGR):	27	66	63	151.15	\$ 17,700.00	
Total Man-hours	45	117	93	151.15		
Subtotal Tasks 1 - 2 (Excl. NMGR):					\$ 30,179.00	
NMGR @ 7.6250					\$ 2,606.15	
Total Incl. NMGR:					\$ 32,785.15	

Change Order Request - PO 80427 - Correction Needed



Alvarez, Traci

To: Miyagishima, Carlos; Holguin, Jocelyn; Kapela, Silke
Cc: Whitehead, Gary

[Reply](#) [Reply All](#) [Forward](#) [...](#)

Thu 3/26/2026 4:33 PM



Flag for follow up.

You replied to this message on 3/30/2026 11:13 AM.



Exhibit B.pdf
649 KB



Exhibit C.pdf
724 KB



Notice of Award.pdf
324 KB



T or C Water Meter Replacement Agreement - Wilson & Co..pdf
5 MB

Good afternoon,

Please accept this email as a request to increase PO 80427-R1 in the amount of \$36,785.15. This PO pertains to the CDBG Water Meter Engineering Services Contract. The contract was presented and approved by City Commission on 5-22-2024 in the full amount of \$77,043.00

During requisition entry, only the amount of exhibit C of the Contract was entered for \$40,257.85 – Construction Services – we have been expensing these funds for design services.

Exhibit B of the Contract was inadvertently/accidentally left out in the amount of \$37,785.15 – Design Services.

Attached is the Agreement (I separated out the exhibits for easy review, as well as the award letter that was signed.)

Please let me know if there is any further information or documentation you need from me – or would like to meet to discuss. If this correction needs to go to commission for approval, can we please prepare it for the next meeting so I can continue payment processing without too much delay?

Thank you for your assistance,
Traci

Thank you,
Traci

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565

PLEASE UPDATE YOUR RECORDS WITH NEW EMAIL ADDRESS (.GOV)
talvarez@torcnm.gov

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 80427-R1**Date:** 07/01/2025**Requisition #:** 92634**Vendor #:** 7982

ISSUED TO: WILSON & COMPANY INC ENGINEER & ARCHITECTS
4401 MASTHEAD ST NE SUITE 150
ALBUQUERQUE, NM 87109-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		CDBG WATER METER REPLACEMENT ENGINEERIN COMMISSION APPROVED 5-22-2024 CDBG Project No. 22-C-NR-I-01-G-01 WATER METER REPLACEMENT PROJECT RFP 23-24-002	314-8603-48598		0.00	4,478.99

SUBTOTAL:	3,902.81
TOTAL TAX:	576.18
SHIPPING:	0.00
TOTAL	4,478.99

Chief Purchasing Office

Date:

7/1/25

Director of Finance: Requisition approved electronically.City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 80427**Date:** 07/16/2024**Requisition #:** 92634**Vendor #:** 7982

ISSUED TO: WILSON & COMPANY INC ENGINEER & ARCHITECTS
4401 MASTHEAD ST NE SUITE 150
ALBUQUERQUE, NM 87109-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		CDBG WATER METER REPLACEMENT ENGINEERING COMMISSION APPROVED 5-22-2024 CDBG Project No. 22-C-NR-I-01-G-01 WATER METER REPLACEMENT PROJECT RFP 23-24-002	314-8603-48598		0.00	40,257.85

Chief Purchasing Office

Date: 07/16/2024

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	37,146.81
TOTAL TAX:	3,111.04
SHIPPING:	0.00
TOTAL	40,257.85

X
City Manager

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: G.76

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: April 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 Financial Officer. Please see the attached purchase item list.

Attachments:

- USDA RD Loan and Grant
- Construction Services for WSPI-1

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

- \$ 4,984,960.64
- USDA RD Loan
- USDA RD Grant

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 4-8-26

*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*

April 2, 2026

To City Mayor, Pro-Tern and Commissioners,

RE: CONSTRUCTION SERVICES WSPI-1

The Procurement Department along with Water Department and Community Development Department issued a USDA Grant and Loan. This is for the construction and completion of the Water System Performance Improvement 1 project.

I will defer to Traci Alvarez the Assistant City Manager. Thank you.

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

\$4,984,960.64

USDA Funds: 321-7042

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/ Tabled: _____

Notes: _____ Requisition #96193

PROCUREMENTS \$60,000 AND OVER

2025-26 Fiscal Year

COMMISSION MEETING 04/8/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	SmithCo	WSPI-1	Carlos Miyagishima	Procurement	\$4,984,960.64	USDA Loan and Grant
TOTAL					\$ 4,984,960.64	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



REQUISITION

Requisition #: 96193

Date: 04/02/2026

Vendor #: 3592

ISSUED TO: SMITHCO CONSTRUCTION INC
P.O. BOX 45
CABALLO, NM 87931

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 CONSTRUCTION SERVICES WSPI-1		0.00 321-7042-80860	3,375,730.98
2	0 CONSTRUCTION SERVICES WSPI-1		0.00 321-7042-80860	1,609,229.66

PO Description: CONSTRUCTION SERVICES WSPI-1

Detailed Description:

PENDING COMMISSION APPROVAL 4-8-2026
CONSTRUCTION SERVICES WSPI-1 WATER IMPROVEMENT PROJECT
ITB 2026-02-009

Authorized By: _____

SUBTOTAL:	4,984,960.64
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	4,984,960.64

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Destiny Mitchell
Commissioner



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

Ingo Hoepfner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

April 1, 2026

Isaac R. Yturralde
Community Program Loan Specialist
New Mexico - Rural Development
U.S. Department of Agriculture
One Sun Plaza | 100 Sun Avenue NE, Suite 130 |
Albuquerque, NM 87109

Re: City Manager Concurrence -Recommendation of Award, Water System Performance
Improvements 1 (WSPI-1)

Dear Mr. Yturralde,

I am pleased to write this letter regarding the City's concurrence with Wilson and Company, Inc.'s recommendation to award the Water System Performance Improvements 1 (WSPI-1) Project, including the Base Bid, Additive Alternate 1, and Additive Alternate 2, to Smithco Construction, Inc. for an amount of \$4,599,733.00, excluding New Mexico Gross Receipts Tax (NMGR). The applicable NMGR is \$385,227.64, resulting in a total contract amount of \$4,984,960.64, inclusive of tax.

Smithco Construction Inc, credentials, and documentation were evaluated and successfully approved.

Sincerely,

Gary Whitehead
City Manager
City of Truth or Consequences

BID OPENING CHECKLIST FORM



PROJECT NAME: Water System Performance Improvements 1 (WSPI-1)

BID OPENING DATE & TIME: Thursday, March 19, 2026 @ 2:00 PM MDT / Thursday, March 19, 2026 @ 2:15 PM, Public Opening

No.	Bidders Name	Addendum Received #1-#2	List of Proposed Subcontractors		List of Proposed Suppliers		Evidence of authority to do business in the state of the Project		Contractor's license number*	Required Bidder Qualification Statement with supporting data		Signed Compliance Statement (RD 400-6)*	Signed Lower Tier Covered Transactions (AS-10a8)*		Signed RD Instruction 1940-Q Exhibit A-7*		Bid Bond*		TOTAL BASE BID INCLUDING NMGR	TOTAL ADDITIVE ALTERNATE 1 INCLUDING NMGR	TOTAL ADDITIVE ALT 2 INCLUDING NMGR	TOTAL BASE BID + ADD ALT 1 + ADD ALT 2 INCL NMGR
			Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No				
1	KE&G Construction, Inc	Yes	X		X		X		X		X		X		X		X		\$183,666.86	\$594,304.86	\$183,666.86	\$8,667,150.82
2	Spartan Construction of New Mexico, LLC	Yes	X		X		X		X		X		X		X		X		\$170,483.00	\$795,201.00	\$170,483.00	\$6,374,827.00
3	TLC	Yes	X		X		X		X		X		X		X		X		\$168,693.60	\$895,428.88	\$168,693.60	\$6,395,797.65
4	J&H Services, Inc.	Yes	X		X		X		X		X		X		X		X		\$136,211.12	\$701,343.39	\$136,211.12	\$5,585,030.84
5	Sanchez Demolition, Inc.	Yes	X		X		X		X		X		X		X		X		\$179,296.19	\$870,302.57	\$179,296.19	\$6,092,221.62
6	J28 Enterprises, LLC	Yes	X		X		X		X		X		X		X		X		\$160,703.98	\$1,032,875.52	\$160,703.98	\$6,646,689.37
7	File Construction LLC	Yes	X		X		X		X		X		X		X		X		\$159,668.45	\$753,103.29	\$159,668.45	\$6,103,611.50
8	Smithco	Yes	X		X		X		X		X		X		X		X		\$109,632.15	\$675,201.18	\$109,632.15	\$4,984,960.64
9	Morrow Enterprises, Inc.	Yes	X		X		X		X		X		X		X		X		\$154,236.14	\$989,342.00	\$154,236.14	\$7,570,840.96
10																						
11																						
12																						
13																						
14																						
15																						
16																						
17																						
18																						
19																						
20																						

Ag Agency will examine these forms during the bid evaluation stage to ensure compliance with the established bidding requi

PROJECT ENGINEER: Mark Nasi, PE

DATE: 03/19/2022.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between [The city of Truth or Consequences] ("Owner")
and [Smithco Construction, Inc.] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

BASE BID: The project includes the replacement and new installation of waterlines using open trench, and horizontal directional drilling (HDD) methods. Open trench construction consists of approximately 388 LF of 6-inch C-900-DR-18 PVC pipe, 4,905 LF of 8-inch C-900-DR-18 PVC pipe, 6,721 LF of 12-inch C-900-DR-18 PVC pipe, and 2,997 LF of 14-inch C-900-DR-18 PVC pipe, and an approximately 220 LF of 12-inch C-900 DR-18 FPVC waterlines installed by horizontal directional drilling. The replacement of the new water service lines, service lines, meters, hydrants, connections to the existing system and site work to include roadway asphalt removal and replacement.

The project also includes Installation of Five (5) new concrete vault with new PRV's which changes the water system configuration from a two-pressure zone system to a four-pressure zone to control pressure within a 35 to 95 psi design envelope range. All the waterline replacements will be 3 to 5 feet parallel to the existing waterlines and new waterline installation with 6' wide by 4' deep trench. (Base Bid includes Sheets CU-228 to CU-243 / CU-244 to CU-267 / CU-270 to CU-273 / CU-628).

ADDITIVE ALTERNATE 1: The project includes replacement and new installation of approximately ,140 LF of 8-inch C-900-DR-18 PVC pipe, 257 LF of 12-inch C-900-DR-18 PVC pipe. The project also included the replacement of the new water service lines, service lines, meters, hydrants, connections to the existing system and site work to include roadway asphalt removal and replacement.

The project also includes Installation of two (2) new concrete vault with new PRV's , and one (1) new PRV without concrete vault which changes the water system configuration from a two-pressure zone system to a four-pressure zone to control pressure within a 35 to 95 psi design envelope range. All the waterline replacements will be 3 to 5 feet parallel to the existing waterlines and new waterline installation with 6' wide by 4' deep trench. (Additive Alternate 1 Includes Sheets CU-268, and CU-273).

ADDITIVE ALTERNATE 2: The project includes replacement and new installation of approximately. 202 LF of 6-inch C-900-DR-18 PVC pipe. The project also the replacement of the new water service lines, service lines, meters, hydrants, connections to the existing system and site work to include roadway asphalt removal and replacement. All the waterline replacements will be 3 to 5 feet parallel to the existing waterlines and new waterline installation with 6' wide by 4' deep trench. (Additive Alternate 2 Includes Sheets CU-269).

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water System Performance Improvements 1 (WSPI-1)**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Wilson & Company, Inc., Engineers & Architects** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Wilson & Company, Inc., Engineers & Architects** ("Engineering").

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within [200] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [30] days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$[1,640.00] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$[1,640.00] for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is

precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

4.05 "Deleted"

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - B. For all Work, at the prices stated in Contractor's Bid, attached hereto as the **Contractor's BID Form C-410**.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the [25th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) "Deleted"
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, of the entire construction to be provided under the construction Contract Documents. Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of [1.5] percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
- 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of Sixty-Six (66) sheets with each sheet bearing the following general title: **Construction Plans for Truth or Consequences Water System Performance Improvements 1 (WSPI-1)**.
 - 8. Addenda (numbers [1] to [2], inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):

- a. _____]
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [] (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

BOARD OF CITY COMMISSIONERS

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, Finance Director/Chief Procurement Officer

505 Sims Street Truth or Consequences, NM 87901

To: CONTRACTOR

Printed Name:

Address:

By: _____ Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

By: _____ Date: _____

Gary Whitehead, City Manager

Project Manager:

Traci Alvarez

Assistant City Manager

City of Truth or Consequences

575-952-0565

talvarez@torcnm.org

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of _____ - _____, 2026.

Rolf Hechler, Mayor

Attest:

Angela Torres
City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____

Jocelyn Holguin, Finance Director/ CPO
City of Truth or Consequences

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ADDENDUM 2

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Truth or Consequences, 505 Sims St. Truth or Consequences, NM 87901**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security.
 - B. List of Proposed Subcontractors.
 - C. List of Proposed Suppliers.
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
 - F. Required Bidder Qualification Statement with supporting data.
 - G. If Bid amount exceeds \$10,000 signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800).
 - H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048).
 - I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

BASE BID SCOPE: The project includes the replacement and new installation of waterlines using open trench, and horizontal directional drilling (HDD) methods. Open trench construction consists of approximately 388 LF of 6-inch C-900-DR-18 PVC pipe, 4,905 LF of 8-inch C-900-DR-18 PVC pipe, 6,721 LF of 12-inch C-900-DR-18 PVC pipe, and 2,997 LF of 14-inch C-900-DR-18 PVC pipe, and an approximately 220 LF of 12-inch C-900 DR-18 FPVC waterlines installed by horizontal directional drilling. The replacement of the new water service lines, service lines, meters, hydrants, connections to the existing system and site work to include roadway asphalt removal and replacement.

The project also includes Installation of Five (5) new concrete vault with new PRV's which changes the water system configuration from a two-pressure zone system to a four-pressure zone to control pressure within a 35 to 95 psi design envelope range. All the waterline replacements will be 3 to 5 feet parallel to the existing waterlines and new waterline installation with 6' wide by 4' deep trench. (Base Bid includes Sheets CU-228 to CU-243 / CU-244 to CU-267 / CU-270 to CU-273 / CU-628).

BASE BID					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	BID UNIT PRICE	BID AMMOUNT
ALLOWANCES AND MISCELLANEOUS					
1	Mobilization & Demobilization	LS	1	180,000	180,000
2	SWPPP Preparation	LS	1	5,000	5,000
3	SWPPP Implementation and inspection	LS	1	50,000	50,000
4	Construction Sign	LS	1	2,000	2,000
5	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	100,000	100,000
6	Traffic Control	LS	1	100,000	100,000
7	Utility Relocation	ALLW	1	\$ 50,900.00	\$ 50,900.00
8	Material Testing Allowance	ALLW	1	\$ 38,200.00	\$ 38,200.00
9	Subsurface Utility Locating	ALLW	1	\$ 84,700.00	\$ 84,700.00
9.A	Residential Meter Allowance	ALLW	1	\$ 7,500.00	\$ 7,500.00
9.B	Insta-Valve Allowance	ALLW	1	\$ 135,200.00	\$ 135,200.00
PRV					
10	New 12" Cla-Val 50-90 Standard PRV W/ Pressure sustaining Valve in new (11'-6") L X (7'-0") W X (7'-11") H precast concrete vault without bypass W/ all accessories. Complete in Place. (CIP), (CU-272- Morgan)	EA	1	155,000	155,000
11	New 8" Cla-Val 90-01 Standard PRV in new (13'-0") L X (9'-2") W X (9'-5") H precast concrete vault with 2" bypass W/ all accessories. Complete in Place. (CIP), (CU-262 - East)	EA	1	140,000	140,000
12	New 10" Cla-Val 90-01 Standard PRV in new (14'-0") L X (9'-4") W X (9'-11") H precast concrete vault with 2.5" bypass W/ all accessories. Complete in Place. (CIP), (CU-228 - N Silver St)	EA	1	193,000	193,000
13	New 8" Cla-Val 90-01 Standard PRV in new (13'-0") L X (9'-2") W X (7'-2") H precast concrete vault with 2" bypass W/ all accessories. Complete in Place. (CIP), (CU-273- N Date St)	EA	1	140,000	140,000
14	New 8" Cla-Val 90-01 Standard PRV in new (13'-0") L X (9'-2") W X (7'-11") H precast concrete vault with 2" bypass W/ all accessories. Complete in Place. (CIP), (CU-267- Kopra St)	EA	1	140,000	140,000
15	Existing PRV and PRV Vault Remove & Replace with same size straight pipe (Including all labor, equipment and material required for the excavation, the PRV, all by-pass piping, cut, remove, dispose, backfill, compaction, removal of waste excavation and Replacement to match surroundings).CIP (CU-107)	EA	2	6,700	13,400
IMPROVEMENTS TO DISTRIBUTION SYSTEM					
16	6" Waterline C-900 DR-18 PVC Pipe Installed	LF	388	40	15,520
17	8" Waterline C-900 DR-18 PVC Pipe Installed	LF	4,905	44	215,820
18	12" Waterline C-900 DR-18 PVC Pipe Installed	LF	6,721	68	457,028
19	14" Waterline C-900 DR-18 PVC Pipe Installed	LF	2,997	75	224,775
19.A	12-inch FPVC C-900, DR 18 PVC Pipe: Horizontal Directional Drill	LF	220	535	117,700
20	4" PVC pipe restrained coupling installed Series	EA	2	285	570
21	6" PVC pipe restrained coupling installed Series	EA	11	360	3,960
22	8" PVC pipe restrained coupling installed Series	EA	2	570	1,140
23	12" PVC pipe restrained coupling installed Series	EA	4	1,000	4,000
24	6" Gate Valves w/ Valve Can, CIP 2333	EA	3	3,360	9,900

EJCDC® C-410, Bid Form for Construction Contract.

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	BID UNIT PRICE	BID AMMOUNT
25	8" Gate Valves w/ Valve Can, CIP 2333	EA	8	4,100	32,800
26	12" Gate Valves w/ Valve Can, CIP 2333	EA	10	6,300	63,000
27	14" Gate Valves w/ Valve Can, CIP 2333	EA	2	15,000	30,000
28	1 "Combination Air Release Valve (CARV) Assembly	EA	4	6,500	26,000
29	3 1/2'-Depth Fire Hydrant w/ piping valves, and connection	EA	21	13,700	287,700
30	Pressurized waterline connections, CIP	EA	19	8,750	166,250
31	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	29,211	2	58,422
32	Mechanically Restrained Joints, DI & PVC, 4"-8", CIP	EA	89	140	12,460
33	Mechanically Restrained Joints, DI & PVC, 10"-12", CIP	EA	110	280	30,800
34	Mechanically Restrained Joints, DI & PVC, 14"-16", CIP.	EA	40	650	26,000
35	Water Meter Box Remove & Replace (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP (CU-107)	EA	30	2,800	84,000
36	4" Pipe Cut and Cap existing line to include caps, miscellaneous pipe, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	3	3,950	11,850
37	6" Pipe Cut and Cap existing line to include caps, miscellaneous pipe, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	4	4,200	16,800
38	8" Pipe Cut and Cap existing line to include caps, miscellaneous pipe, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	1	5,100	5,100
ROADWAY					
39	Asphalt Roadway, Remove, Dispose and Replace with SP IV, 3" Thick for Residential Streets, include Base Course and, Subgrade Prep, CIP	SY	4,827	73	352,371
40	Excavate and Dispose of Unsuitable Material, CIP	CY	1,431	8	11,448
41	Import of select material	CY	1,431	26	37,206
42	Remove and replace Curb and Gutter, CIP	LF	470	55	25,850
43	Remove and replace Sidewalk including Remove and Replace Sidewalk Ramp to Existing Design", CIP	SY	84	145	12,180

TOTAL ESTIMATED BASE BID \$ 3,875,550

NMGRT AMMOUNT FOR BASE BID\$ 324,577³¹

TOTAL ESTIMATED BASE BID (INCL NMGRT) \$ 4,200,127³¹

ADDITIVE ALTERNATE 1 SCOPE: The project includes replacement and new installation of approximately, 140 LF of 8-inch C-900-DR-18 PVC pipe, 257 LF of 12-inch C-900-DR-18 PVC pipe. The project also included the replacement of the new water service lines, service lines, meters, hydrants, connections to the existing system and site work to include roadway asphalt removal and replacement.

The project also includes Installation of two (2) new concrete vault with new PRV's, and one (1) new PRV without concrete vault which changes the water system configuration from a two-pressure zone system to a four-pressure zone to control pressure within a 35 to 95 psi design envelope range. All the waterline replacements will be 3 to 5 feet parallel to the existing waterlines and new waterline installation with 6' wide by 4' deep trench. (Additive Alternate 1 Includes Sheets CU-268, and CU-273).

ADDITIVE ALTERNATE 1					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST
ALLOWANCES AND MISCELLANEOUS					
44	Mobilization & Demobilization	LS	1	20,000	20,000
45	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	5,000	5,000
46	Traffic Control	LS	1	15,000	15,000
47	Utility Relocation	ALLW	1	\$ 5,600	\$ 5,600
48	Material Testing Allowance	ALLW	1	\$ 4,200	\$ 4,200
49	Subsurface Utility Locating	ALLW	1	\$ 9,300	\$ 9,300
PRV					
50	New 8" Cla-Val 90-01 Standard PRV in new (13'-0") L X (9'-2") W X (8'-5") H precast concrete vault with 2" bypass W/ all accessories. Complete in Place. (CIP), (CU-268- 6th Street)	EA	1	140,000	140,000
51	New 12" Cla-Val 90-01 Standard PRV in new (14'-8") L X (9'-6") W X (7'-11") H precast concrete vault with 6" bypass W/ all accessories. Complete in Place. (CIP), (CU-273- South Broadway)	EA	1	240,000	240,000
52	New 8" Cla-Val 90-01 Standard PRV No meter No bypass. (CIP), with all accessories.(CU-273- Pershing St)	EA	1	50,000	50,000
IMPROVEMENTS TO DISTRIBUTION SYSTEM					
53	8" Waterline C-900 DR-18 PVC Pipe Installed	LF	389	46	17,894
54	12" Waterline C-900 DR-18 PVC Pipe Installed	LF	8	140	1,120
55	6" PVC pipe restrained coupling installed Series	EA	0	0	0
55A	8" PVC pipe restrained coupling installed Series	EA	2	570	1,140
56	12" PVC pipe restrained coupling installed Series	EA	4	1,000	4,000
57	12" Gate Valves w/ Valve Can, CIP 2333	EA	1	6,300	6,300
58	Pressurized waterline connections, CIP	EA	5	7,000	35,000
59	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	4,851	1	4,851
60	Mechanically Restrained Joints, DI & PVC, 4"-8", CIP	EA	8	140	1,120
61	Mechanically Restrained Joints, DI & PVC, 10"-12", CIP	EA	14	280	3,920
ROADWAY					
62	Asphalt Roadway, Remove, Dispose and Replace with SP IV, 3" Thick for Residential Streets, include Base Course and, Subgrade Prep, CIP	SY	144	73	10,512
63	Excavate and Dispose of Unsuitable Material, CIP	CY	24	8	192
64	Import of select material	CY	24	26	624
65	Remove and replace Curb and Gutter, CIP	LF	316	55	17,380
66	Remove and replace Sidewalk including Remove and Replace Sidewalk Ramp to Existing Design", CIP	SY	206	145	29,870

TOTAL ESTIMATED ADDITIVE ALTERNATE 1 \$ 623,023

NMGRT AMMOUNT FOR ADDITIVE ALTERNATE 1 \$ 52,178.18

TOTAL ESTIMATED ADDITIVE ALTERNATE 1 (INCL NMGRT) \$ 675,201.18

TOTAL ESTIMATED BASE BID (INCL NMGRT) + ADDITIVE ALTERNATE 1 (INCL NMGRT) \$ 4,875,328⁴⁹

ADDITIVE ALTERNATE 2 SCOPE: The project includes replacement and new installation of approximately. 202 LF of 6-inch C-900-DR-18 PVC pipe. The project also the replacement of the new water service lines, service lines, meters, hydrants, connections to the existing system and site work to include roadway asphalt removal and replacement. All the waterline replacements will be 3 to 5 feet parallel to the existing waterlines and new waterline installation with 6' wide by 4' deep trench. (Additive Alternate 2 Includes Sheets CU-269).

ADDITIVE ALTERNATE 2					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST
ALLOWANCES AND MISCELLANEOUS					
67	Mobilization & Demobilization	LS	1	5,000	5,000
68	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	5,000	5,000
69	Traffic Control	LS	1	5,000	5,000
70	Utility Relocation	ALLW	1	\$ 1,400	\$ 1,400
71	Material Testing Allowance	ALLW	1	\$ 1,100	\$ 1,100
72	Subsurface Utility Locating	ALLW	1	\$ 2,300	\$ 2,300
IMPROVEMENTS TO DISTRIBUTION SYSTEM					
73	6" Waterline C-900 DR-18 PVC Pipe Installed	LF	202	39	7,878
74	6" PVC pipe restrained coupling installed Series	EA	2	360	720
75	8" PVC pipe restrained coupling installed Series	EA	2	570	1,140
76	6" Gate Valves w/ Valve Can, CIP 2333	EA	2	3,300	6,600
77	Pressurized waterline connections, CIP	EA	2	6,750	13,500
78	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	674	2	1,348
79	Mechanically Restrained Joints, DI & PVC, 4"-8", CIP	EA	8	140	1,120
ROADWAY					
80	Asphalt Roadway, Remove, Dispose and Replace with SP IV, 3" Thick for Residential Streets, include Base Course and, Subgrade Prep, CIP	SY	161	73	11,753
81	Excavate and Dispose of Unsuitable Material, CIP	CY	19	8	152
82	Import of select material	CY	19	26	494
83	Remove and replace Curb and Gutter, CIP	LF	242	55	13,310
84	Remove and replace Sidewalk including Remove and Replace Sidewalk Ramp to Existing Design", CIP	SY	161	145	23,345

TOTAL ESTIMATED ADDITIVE ALTERNATE 2 \$ 101,160

NMGRT AMMOUNT FOR ADDITIVE ALTERNATE 2 \$ 8,472¹⁵

TOTAL ESTIMATED ADDITIVE ALTERNATE 2 (INCL NMGR) \$ 109,632¹⁵

TOTAL ESTIMATED BASE BID (INCL NMGR) + ADDITIVE ALTERNATE 1 (INCL NMGR) + ADDITIVE ALTERNATE 2 (INCL NMGR) \$ 4,984,960⁶⁹

Bidder acknowledges that:

1. Each Bid Unit Price Includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—BASIS OF BID—COST-PLUS FEE "DELETED"

ARTICLE 5—PRICE-PLUS-TIME BID "DELETED"

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 "Deleted"
- 6.03 "Deleted"
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 7.01 *Bid Acceptance Period*
- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 *Instructions to Bidders*
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 7.03 *Receipt of Addenda*
- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	3/4/2026
2	3/11/2026

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all American Iron and Steel requirements.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

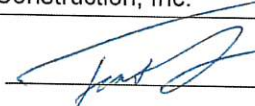
A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Smithco Construction, Inc.

By:  (typed or printed name of organization)

Name: Twister Smith (individual's signature)

Title: President (typed or printed)

Date: 3/19/2026 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:  (individual's signature)

Name: Brett Smith (typed or printed)

Title: Vice President (typed or printed)

Date: 3/19/2026 (typed or printed)

Address for giving notices:

6 King Canyon Loop; PO Box 45
Caballo, NM 87931

Bidder's Contact:

Name: Quaid Muncy (typed or printed)

Title: Estimator/Project Manager (typed or printed)

Phone: 575-740-1660

Email: quaid@smithco.cc

Address: 6 King Canyon Loop
PO Box 45
Caballo, NM 87931

Bidder's Contractor License No.: (if applicable) NM #56580



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: G.8

SUBJECT: Discussion/Action Approve Letter of Support for the application Destination Forward grant

DEPARTMENT: City Manager

DATE SUBMITTED: April 1, 2026

SUBMITTED BY: Gary Whitehead

WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager

Summary/Background:

The Lee Belle Johnson Center is a historic community facility that serves as a central hub for events, programs, and public gatherings in Truth or Consequences and Sierra County. Letters of support from Geronimo Springs Museum, Geronimo Trail National Scenic Byway, and MainStreet Truth or Consequences emphasize the building's importance to local heritage, tourism, and downtown economic vitality. The proposed improvements will enhance accessibility, functionality, and long-term sustainability while preserving the building's historic character. These upgrades will ensure the facility continues to serve residents and visitors and support ongoing community and economic development.

Recommendation: Approve Letter of Support for the application Destination Forward grant.

Attachments:

- 1 Letter of Support
-

[Click here to enter text.](#)

Fiscal Impact (Finance): Choose an item.

[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 4-8-2026

*Rolf Hechler
Mayor*

*Destiny Mitchell
Mayor Pro-Tem*

*Amanda Forrister
Commissioner*



*Ingo Hoeppner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

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

April 2, 2026

On behalf of the Truth or Consequences City Commission, we strongly support the City's application to the New Mexico Tourism Department's Destination Forward Grant Program for the Lee Belle Johnson Center Improvement Project.

The Lee Belle Johnson Center is a vital tourism and community asset for Truth or Consequences and Sierra County. Built in 1938 with Works Progress Administration funding, it is a contributing structure within the Hot Springs Bathhouse and Commercial Historic District, which is listed on the National Register of Historic Places. For decades, the building served as the official Visitor Information Center for the City and County, housing the Geronimo Trail Scenic Byway Visitor Center, Spaceport America exhibits, cultural programming, and community events that contributed to downtown vitality and local businesses.

In 2023, structural and mechanical deficiencies required the building to be vacated, leaving the historic downtown without a centralized visitor hub. The City has since taken proactive steps toward restoration, including engineering and stabilization studies and securing Legislative Capital Outlay funding for foundational repairs. Destination Forward funding is essential to complete remaining work, modernize systems, restore safe occupancy, and return the facility to public use.

Reopening the Center will enhance the visitor experience by restoring a welcoming point of orientation within the Historic District, strengthening tourism associated with the Geronimo Trail Scenic Byway and downtown arts and culture. The project will also provide safe, accessible space for community events, educational programs, and cultural activities serving both residents and visitors. These efforts will be reinforced by the adjacent Foch Street Improvement Project, further supporting downtown vitality and economic growth.

The City Commission believes restoration of the Lee Belle Johnson Center reflects responsible destination stewardship, preserving a historic asset, improving public safety, supporting sustainable tourism, and expanding community programming capacity. We fully support this application and remain committed to the long-term stewardship of this important facility.

Thank you for your consideration and continued investment in New Mexico's tourism infrastructure.

Rolf Hechler, Mayor



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: G.9

SUBJECT: Discussion/Action

DEPARTMENT: City Manager

DATE SUBMITTED: April 2, 2026

SUBMITTED BY: Gary Whitehead

WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager

Summary/Background:

Requesting approval for updated payroll salary chart. The new salary chart is moving and creating different positions inside the approved salary structure, developed by the salary study and adopted by Commission.

Recommendation: Approve new salary schedule chart for Non-Exempt & Exempt employees.

Attachments:

- Recommended Chart - New
- Current Chart

[Click here to enter text.](#)

Fiscal Impact (Finance): [Choose an item.](#)

[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: Human Resources

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 4-8-2026

Appendix A: City of Truth or Consequences
Non-Exempt Salary Structure

Grade	NE1	NE2	NE3	NE4	NE5	NE6	NE7	NE8	NE9	NE10
Maximum	\$18.55	\$20.41	\$22.44	\$24.68	\$27.16	\$30.32	\$33.94	\$38.02	\$42.57	\$47.69
Midpoint	\$15.90	\$17.49	\$19.24	\$21.16	\$23.28	\$25.61	\$28.68	\$32.12	\$35.97	\$40.29
Minimum	\$13.25	\$14.58	\$16.03	\$17.63	\$19.40	\$20.91	\$23.41	\$26.22	\$29.36	\$32.89
Library		Library Clerk (Part Time)	Library Technician						Library Director	
Parks		Maintenance Worker I (Part time)	Maintenance Worker II	Maintenance Worker Foreman			Parks Manager			
Pool				Pool Supervisor						
Police				Evidence Technician	Police Officer (Uncertified)	Office Manager	Police Officer (Certified)		Police Sergeant	Police Lieutenant
				Administrative Assistant		Executive Assistant to the Police Chief			Police Detective Sergeant	
Lodger Tax						Tourism Coordinator/Public Information Officer				
Solid Waste		Solid Waste Scale House Attendant		Administrative Assistant						
				Driver/Collector		Solid Waste Foreman		Solid Waste Supervisor	Solid Waste Supervisor	
Streets			Street General Laborer	Street Equipment Operator I	Street Equipment Operator II	Street Equipment Foreman	Streets Supervisor			
Utility Office		Utility Billing Clerk		Collection Agent		Account Receivable Supervisor				
Wastewater			Water/Wastewater General Laborer	Wastewater Operator I	Wastewater Operator II	Wastewater Operator III	Wastewater Operator IV		Wastewater Supervisor	
Water			Water/Wastewater General Laborer	Water Operator I	Water Operator II	Water Operator III	Water Operator IV		Water Supervisor	
				Administrative Compliance Testing	Field Testing / Work Orders	Reg & Comp Specialist				
Seasonals		Seasonal	Seasonal Lifeguards							

Appendix A: City of Truth or Consequences
Non-Exempt Salary Structure

Grade	NE1	NE2	NE3	NE4	NE5	NE6	NE7	NE8	NE9	NE10
Maximum	\$18.55	\$20.41	\$22.44	\$24.68	\$27.16	\$30.32	\$33.94	\$38.02	\$42.57	\$47.69
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Minimum	\$13.25	\$14.58	\$16.03	\$17.63	\$19.40	\$20.91	\$23.41	\$26.22	\$29.36	\$32.89
Animal Control			Animal Control Officer							
Animal Shelter	Animal Shelter Attendant	Animal Shelter Lead					Animal Shelter Supervisor			
CMO						Executive Assistant to the City Manager	IT Specialist		IT Support Analyst	
						Human Resources Specialist				
Clerks				Administrative Assistant		Deputy City Clerk				
Community Service				Administrative Assistant						
Electric				Administrative Assistant						
				Lineman Apprentice	Lineman 3rd Class	Lineman 2nd Class	Lineman 1st Class	Journeyman Electrician	Lineman Crew Chief (Electric Dept Supervisor)	
Facility Management		Maintenance/Custodian	Maintenance Technician I	Maintenance Technician II	Maintenance Foreman		Facilities Maintenance Supervisor			
Finance						Accounts Payable Specialist	Human Resources Specialist			
						Finance Specialist	IT Support Analyst			
						Chief Procurement Officer				
Fleet				Administrative Assistant	Fleet Mechanic II	Fleet Maintenance I	Fleet Manager			
Golf Course	Pro Shop Clerk	Maintenance Technician I (Part Time)	Maintenance Technician II	Golf Course Operator						

**Appendix A: City of Truth or Consequences
Non-Exempt Salary Structure**

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Minimum	\$13.25	\$14.58	\$16.03	\$17.63	\$19.40	\$20.91	\$23.41	\$26.22	\$29.36	\$32.89
Library		Library Clerk (Part Time)	Library Technician							
Parks		Maintenance Worker I (Part time)	Maintenance Worker II	Maintenance Worker Foreman			Parks Manager			
Pool				Pool Supervisor						
Police				Evidence Technician	Police Officer (Uncertified)	Office Manager	Police Officer (Certified)		Police Sergeant	Police Lieutenant
				Administrative Assistant					Police Detective Sergeant	
Lodger Tax						Tourism Coordinator/Public Information Officer				
Solid Waste		Solid Waste Scale House Attendant		Administrative Assistant						
				Driver/Collector		Solid Waste Foreman		Solid Waste Supervisor		
Streets			Street General Laborer	Street Equipment Operator I	Street Equipment Operator II	Street Equipment Foreman				
Utility Office		Utility Billing Clerk		Collection Agent		Account Receivable Supervisor				
Wastewater			Water/Wastewater General Laborer	Wastewater Operator I	Wastewater Operator II	Wastewater Operator III	Wastewater Operator IV		Wastewater Supervisor	
Water			Water/Wastewater General Laborer	Water Operator I	Water Operator II	Regulatory and Compliance Specialist	Water Operator IV		Water Supervisor	
				Administrative Assistant		Water Operator III				
Seasonals		Seasonal	Seasonal Lifeguards							

**Appendix A: City of Truth or Consequences
Non-Exempt Salary Structure**

Grade	NE1	NE2	NE3	NE4	NE5	NE6	NE7	NE8	NE9	NE10
Maximum	\$18.55	\$20.41	\$22.44	\$24.68	\$27.16	\$30.92	\$33.94	\$38.02	\$42.57	\$47.69
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Library		Library Clerk (Part Time)	Library Technician							
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Lodger Tax						Tourism Coordinator/Public Information Officer				
Solid Waste		Solid Waste Scale House Attendant		Administrative Assistant						
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Streets			Street General Laborer	Street Equipment Operator I	Street Equipment Operator II	Street Equipment Foreman				
Utility Office		Utility Billing Clerk		Collection Agent		Account Receivable Supervisor				
Wastewater			Water/Wastewater General Laborer	Wastewater Operator I	Wastewater Operator II	Wastewater Operator III	Wastewater Operator IV		Wastewater Supervisor	
Water			Water/Wastewater General Laborer	Water Operator I	Water Operator II	Regulatory and Compliance Specialist	Water Operator IV		Water Supervisor	
				Administrative Assistant		Water Operator III				
Seasonals		Seasonal	Seasonal Lifeguards							



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 8, 2026

Agenda Item #: H.1

SUBJECT: Acknowledge revisions correcting typographical errors contained within Ordinance No. 771 amending Chapter 3 of the City of Truth or Consequences Municipal Code of Ordinances pertaining to animals

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 31, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

On February 25, 2026, the governing body adopted Ordinance No. 771 amending Chapter 3 of the City of Truth or Consequences Municipal Code of Ordinances pertaining to animals. While reviewing the ordinance after adoption, a few typographical errors were discovered.

- Page 42 – Exotic and Wild Animals was previously 3-145 and will now be 3-146. There was also an adjustment on Subsection B of this section, it referenced 3-146 (Exotic and Wild Animal Permit) and that section is now 3-147.
- Page 42 – Exotic and Wild Animal Permit was previously 3-146 and will now be 3-147.
- Page 43 – Guard Dogs was previously 3-147 and will now be 3-148.
- Page 45 – Multi-Animal Site Permit and Kennel Permits was previously 3-148 and will now be 3-149.
- Page 48 – License Fees was previously 3-149 and will now be 3-150.
- Page 49 – Reserved sections now read "SECS. 3-151 – 3-156. RESERVED."

Recommendation:

None. Update Only. The revisions are limited to correcting typographical errors. No substantive changes were made to the ordinance's verbiage; therefore, no action is required.

Attachments:

- Redline version reflecting amendments as listed above

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

Yes.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-8-26

ORDINANCE NO. 771

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

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

Chapter 3 - ANIMALS

ARTICLE I. GENERAL PROVISIONS

SEC. 3-1. TITLE AND INTENT.

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

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

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

SEC. 3-2. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cat means belonging to the species *Felis Catus*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate control does not include:

1. Voice or oral commands/control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Possession means the custody of an animal.

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

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

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

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

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

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

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

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

Qualified service animal means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEC. 3-3. PERJURY.

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

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

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

ARTICLE II. ADMINISTRATION OF CHAPTER

SEC. 3-5. ANIMAL CONTROL OFFICERS.

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

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

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

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

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

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

SEC. 3-7. ESTABLISHMENT OF ANIMAL SHELTER.

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

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

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

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

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

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

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

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

SEC. 3-10. SEIZURE OF ANIMALS NOTICE.

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

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

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

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

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

SEC. 3-11. DISPOSITION OF SEIZED ANIMALS.

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

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

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

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

SEC. 3-12. COSTS OF SEIZED ANIMALS.

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

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

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

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

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

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

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

SEC. 3-14. QUALIFIED SERVICE ANIMALS.

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

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

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

SECS. 3-15 – 3-28. RESERVED.

ARTICLE III. PENALTIES

SEC. 3-29. GENERAL PENALTY.

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

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

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

SEC. 3-30. RESTITUTION.

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

SECS. 3-31 – 3-48. RESERVED.

ARTICLE IV. CONTROL AND IMPOUNDING PROCEDURES

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

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

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

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

SEC. 3-50. IMPOUNDMENT.

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

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

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

SEC. 3-51. DESTRUCTION OF ANIMALS.

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

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

SECS. 3-53 – 3-67. RESERVED.

ARTICLE V. OWNER'S DUTIES

SEC. 3-68. VACCINATIONS.

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

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

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

SEC. 3-69. LICENSE REQUIRED.

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

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

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

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

SEC. 3-70. RESTRAINT OF ANIMALS.

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

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

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

F. Exceptions:

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

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

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

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

SEC. 3-71. CONFINEMENT OF RABID ANIMALS.

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

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

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

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

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

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

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

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

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

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

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

SECS. 3-74 – 3-88. RESERVED.

ARTICLE VI. PROHIBITED ACTS

SEC. 3-89. ANIMALS RUNNING AT LARGE.

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

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

SEC. 3-90. LIVESTOCK RUNNING AT LARGE.

A. It is unlawful for the owners of Livestock to willfully allow or permit Livestock to run at large in public or on any public street, public alley, public sidewalk, private or public vacant lot, or private property without the permission of the owner thereof within the city limits. The owners of the Livestock are subject to prosecution under this section regardless of the Livestock's origination.

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

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

SEC. 3-91. ANIMALS DISTURBING THE PEACE.

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

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

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

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

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

SEC. 3-92. PUBLIC NUISANCE.

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

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

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

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

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

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

SEC. 3-94. VICIOUS ANIMALS.

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

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

SEC. 3-95. SALE OF ANIMALS.

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

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

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

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

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

SEC. 3-96. FALSE REPORTING.

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

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

ARTICLE VII. CRUELTY TO ANIMALS PROHIBITED

SEC. 3-108. PHYSICAL ABUSE.

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

B. Exceptions

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

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

SEC. 3-109. WORK CRUELTY.

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

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

SEC. 3-110. CARE AND MAINTENANCE.

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

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

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

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

2) Cleanliness.

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

3) Shelter and Shade.

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

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

4) Space.

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

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

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

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

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

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

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

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

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

- (e) Minimum space required for birds.

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

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

SEC. 3-111. UNCARED FOR ANIMALS.

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

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

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

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

SEC. 3-113. ANIMALS IN VEHICLES.

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

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

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

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

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

SEC. 3-115. ANIMAL FIGHTS.

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

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

SEC. 3-116. FOWL.

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

SEC. 3-117. MOLESTING OR TORMENTING ANIMALS.

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

3-118. SONGBIRDS.

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

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

SEC. 3-119. DRAGGING AND HOBBLING ANIMALS.

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

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

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

SEC. 3-121. REPEAT OFFENSES.

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

SECS. 3-122 – 3-129. RESERVED.

ARTICLE VII. DEAD ANIMALS

SEC. 3-130. DISPOSAL.

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

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

SECS. 3-131 – 3-135. RESERVED.

ARTICLE IX. TAMPERING

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

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

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

It is unlawful for any person to break open any animal control vehicle wherein animals are impounded by the Animal Control Officer or Law Enforcement Officer, or in any other way to remove or assist in the removal of any animal from such vehicle without lawful permission. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29. (Ord. No. 725, 2-9-22)

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

It is unlawful for any person to interfere, hinder or molest any Animal Control Officer or Law Enforcement in the performance of their duties. Offenders shall be guilty of a misdemeanor and sentenced under the provisions of Section 3-29. (Ord. No. 725, 2-9-22)

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

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

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

ARTICLE X. DANGEROUS AND POTENTIALLY DANGEROUS DOGS

SEC. 3-140. POTENTIALLY DANGEROUS DOGS.

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

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

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-141. DANGEROUS DOGS.

A dog shall be deemed dangerous if it causes serious injury to a person, Domestic Animal or Livestock.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-2.

SEC. 3-142. SEIZURE OF DANGEROUS DOGS.

- A. If an Animal Control Officer has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the Animal Control Officer may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- B. If an Animal Control Officer has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
- C. After seizure, the Animal Control Officer will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.
- D. After seizure:
 - 1) The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
 - 2) The Animal Control Officer may, within fourteen (14) days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by

clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.

- E. If the owner does not admit that the dog is dangerous or potentially dangerous and the Animal Control Officer does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
- F. If the owner admits that the dog is dangerous and transfers ownership of the dog to the Animal Shelter, the Animal Shelter may humanely destroy the dog.
- G. A determination that a dog is not dangerous or potentially dangerous shall not prevent the Animal Control Officer from making a subsequent application for seizure based on the dog's subsequent behaviors.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-4.

**SEC. 3-143. DANGEROUS AND POTENTIALLY DANGEROUS DOGS -
REGISTRATION REQUIRED.**

- A. Upon application, the City Clerk's Office shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:
 - 1) The owner is able to keep the dog under control at all times; and
 - 2) A Companion Animal License Certificate, if applicable, has been issued pursuant to the requirements of the City; and
 - 3) The dog has a current rabies vaccination; and
 - 4) The owner has a proper enclosure to the dog; and
 - 5) The owner has paid an annual fee set by resolution to register a dangerous or potentially dangerous dog; and
 - 6) The dog has been spayed or neutered; and
 - 7) The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
 - 8) The owner has entered the dog in a socialization and behavior program approved or offered by the Animal Control Officer.
- B. If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for thirty-six (36) consecutive months, the owner may request the Animal Control Officer in the City to lift the requirements for registration pursuant to this section. If the Animal Control Officer has no reasonable basis to believe that the dog has exhibited the behaviors specified, it may relieve the owner of the requirements of this section.

C. An Animal Control Officer shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of Section 3-142(A), establishes that:

- 1) The owner has paid an annual fee set by resolution, as established by the animal control authority to register a dangerous dog; and
- 2) The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
- 3) The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
- 4) When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and
- 5) The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
- 6) A clearly visible warning sign with a conspicuous warning symbol indicates there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from fifty (50) feet, whichever is less.

D. An Animal Control Officer may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-5.

SEC. 3-144. DANGEROUS AND POTENTIALLY DANGEROUS DOGS – PROHIBITED ACTS.

A. It is unlawful for an owner of a dangerous or potentially dangerous dog to:

- 1) Keep the dog without a valid certificate of registration; or
- 2) Violate the registration and handling requirements for the dog; or
- 3) Fail to notify an Animal Control Officer immediately upon:
 - i. The escape of the dog; or
 - ii. An attack by the dog upon a human being, Domestic Animal or Livestock;
- 4) Fail to notify the animal control authority of the dog's death within five business days; or
- 5) Fail to notify an Animal Control Officer within twenty-four (24) hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or
- 6) Fail to surrender the dog to an Animal Control Officer for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or

- 7) Fail to comply with special handling or case requirements for the dog that a court has ordered.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-6.

SEC. 3-145. PENALTIES.

- A. A person who violates any section or provision of this Article X (Sections 3-140 through 3-145) shall be charged in the court charged with jurisdiction to enforce this Chapter and upon conviction may be sentenced a minimum fine of \$250.00 not to exceed \$500.00 or 90 days imprisonment or both fines and imprisonment.
- B. The court may order the owner to relinquish the dog to the Animal Shelter for humane destruction.

State law reference(s) - Dangerous Dog, Definitions, NMSA, § 77-1A-6.

ARTICLE XI. WILD OR EXOTIC ANIMALS

SEC. 3-146. EXOTIC AND WILD ANIMALS.

- A. No person shall keep, own or harbor any species in violation of federal law, New Mexico law or this section.
- B. No person shall keep any exotic or Wild Animal as defined in this Chapter by the definition of Exotic or Wild Animal except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-1476. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.

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

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

SEC. 3-1476. EXOTIC AND WILD ANIMAL PERMIT.

- A. Any person who keeps, harbors or owns an Exotic Animal or Wild Animal covered by this section at the time of enactment of this Chapter shall obtain an Exotic or Wild Animal Permit from the City. A fee set by resolution shall be charged for the Exotic or Wild Animal Permit through the City.
- 1) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or City Clerk upon the death of the animal.
- 2) An Exotic or Wild Animal Permit holder shall immediately notify an Animal Control Officer or Police Officer upon the escape of the Animal.
- B. An Animal Control Officer shall use seizure procedures which protect the public, the exotic or Wild Animal and other animals to seize any exotic or Wild Animal kept in

contrary to this section or for its owner's failure to obtain an Exotic or Wild Animal Permit. Such animal shall become property of the City. The Exotic or Wild Animal Permit holder or owner of the exotic or Wild Animal is liable for any costs incurred by the City and such costs may be the result of a lien being placed against the Exotic or Wild Animal.

- C. For the purpose of this section, any person or Animal Control Officer who is utilizing a humane live trap for exotic or Wild Animals, vermin, or domesticated dogs or cats which may be a menace to the public may not be considered as keeping, owning or harboring such animals. Trapping shall be done in accordance with New Mexico State law.

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

ARTICLE XII. PERMITTED PREMISES, REGULATIONS, LICENSES AND FEES

SEC. 3-1487. GUARD DOGS.

Anyone using or keeping a dog for the sole purpose of guarding a property, and neither as a pet nor for hunting uses, must obtain a Guard Dog Site Permit from the City in addition to all other applicable provisions of this Chapter:

1. A Guard Dog shall not be used to guard residential property.
2. Only one Guard Dog is allowed on a property at any given time.
3. The permit application shall include sufficient information to identify the owner of the commercial property, the name and address of the owner of the Guard Dog, and the location intended to be guarded by the Guard Dog.
4. The permit applicant shall submit the application to the City Clerk's Office and submit to a pre-permit inspection of the premises by an Animal Control Officer so that an accurate physical description of the animal may be obtained.
5. The applicant must provide to the City proof of vaccination of the Guard Dog as set in Section 3-68 of this Chapter.
6. The applicant must provide to the City proof of licensing as set in Section 3-69 of this Chapter and microchipping of the Guard Dog as set in Section 3-74 of this Chapter. Proof of licensing and microchipping must be provided annually during renewal of the permit.
7. The permit applicant shall pay the Guard Dog Site Permit fee before a permit may be obtained. The permit holder shall, thereafter, pay an annual Guard Dog Site Permit fee. The permit application and annual permit fees shall be set by resolution by the City.
8. The permit applicant must submit to an annual inspection of the property by an Animal Control Officer before a permit may be renewed.
9. Prior to obtaining the permit, the permit applicant shall obtain liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of

- interests and costs, of not less than \$100,000.00 for damage or bodily injury to or death of a person caused by the Guard Dog.
10. The enclosure surrounding the property protected by a Guard Dog must be secure at all times so as to prevent the dog from running at large, unless the owner complies with Section 3-70.
 11. The enclosure surrounding the property must be of sufficient height and strength to contain the Guard Dog within the premises to prevent unauthorized entry and access of animals and people onto the property.
 12. A Guard Dog may only be chained in order to supplement any enclosure. A chain shall not be the only form of restraint for a Guard Dog.
 13. If chained, the animal must be located within 10 feet of the entrance of the building or premises to be guarded and chained in such manner as set forth in Section 3-70.
 14. The owner of the Guard Dog shall post warning signs prominently on all sides of the premises and on all entryways to the premises, stating that a Guard Dog is on the premises.
 - i. Warning signs should be at least twelve (12) inches long on each side.
 - ii. Warning signs shall state "Guard Dog" and "Guardia" and shall show a picture of an aggressive dog.
 - iii. Signs should not be more than fifty (50) feet apart on all exterior fences or walls surrounding the site and shall be posted at all exterior corners of the site and every entrance to the site.
 - iv. Signs shall be maintained in such a manner to maintain their effectiveness.
 15. Vehicles used to transport Guard Dogs shall be secured so the public is protected from injury, shall be constructed or modified to ensure that the Guard Dog is transported in a safe, humane manner and that does not violate Section 3-113, and shall be posted with warning signs on each side of the vehicle.
 16. The City may at any time revoke a Guard Dog Site Permit for any and all violations of this Chapter.
 17. Nothing in this section shall prohibit an Animal Control Officer from placing a Guard Dog on a quarantine and/or seizing a Guard Dog as set by provisions of this Chapter and/or applicable state laws.
 18. An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permits or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.

19. A Guard Dog Site Permit holder shall not apply for a litter permit, Multi-Animal Site Permit or Kennel Permit for the Guard Dog Site. No breeding, boarding or sale of Animals is allowed at a Guard Dog Site.

20. Guard Dog Site Permits shall not be issued to any premises within five-hundred (500) feet of any school zone, daycare, public park or dog park.

SEC. 3-1498. MULTI-ANIMAL SITE PERMIT AND KENNEL PERMITS.

A. Multi-Animal Site Permits

- 1) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four Companion Animals in any combination thereof, three months of age or older on their residential or business premises without a Multi-Animal Site Permit.
- 2) Any person who operates or proposes to operate a residential or commercial Multi-Animal Site shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial Multi-Animal Sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator upon the submission of an application. All initial applications will go before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.

The following requirements must be met during the onsite visit:

- i. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter and possess a city Companion Animal License Certificate.
- ii. All Companion Animals must be implanted with a Companion Animal Microchip or must possess a city animal license tag.
- iii. All Companion Animals must have access to Adequate Food.
- iv. All Companion Animals must have access to Adequate Water.
- v. All Companion Animals must have access to Adequate Shade.
- vi. All Companion Animals must have access to Adequate Shelter.
- vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
- viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from

creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

ix. Site must comply with Section 3-70 of this Chapter.

- 4) There shall not be more than seven Companion Animals in any combination thereof for multi-animal residential or commercial site permits.

B. Kennel Permits

- 1) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of Companion Animals, said business shall apply for a Kennel Permit.
- 2) Any person who operates or proposes to operate a Kennel shall file an application for a permit with the City Clerk's Office, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for Kennel sites must accompany any application to defray the cost of processing the request.
- 3) An onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
- 4) The following requirements must be met during the onsite visit:
 - i. Kennel Permit applicants that are using their permit for commercial purposes shall be required to also apply for a city business license as per (Sec. 7-32. - Application to do business). All other Kennel Permit applicants must provide proof they are a part of a valid nonprofit animal welfare organization.
 - ii. All Companion Animals listed on the application three months of age or over must be vaccinated in accordance with Section 3-68 of this Chapter.
 - iii. All Companion Animals must have access to Adequate Food.
 - iv. All Companion Animals must have access to Adequate Water.
 - v. All Companion Animals must have access to Adequate Shade.
 - vi. All Companion Animals must have access to Adequate Shelter.
 - vii. Each Companion Animal must meet all requirements as set by Section 3-110 of this Chapter, including minimum space requirements per Companion Animal, cleanliness requirements, basic and emergency medical care and access to environmental enrichment.
 - viii. Site must comply with provisions set by Section 3-91 of this Chapter and Section 3-92 of this Chapter in order to prevent Companion Animals from creating a public nuisance by noxious or offensive odors and disturbing the peace by creating noise common to its species.

- ix. Site must comply with the provisions of Section 3-70 of this Chapter.
- 5) The maximum Companion Animal occupancy for Kennel Permits shall be determined based upon the recommendation of an Animal Control Officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.

C. Denial and Revocation of Multi-Animal Site or Kennel Permits

- 1) An application may be denied if the applicant or Companion Animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- 2) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-110 of this Chapter.
- 3) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-91 of this Chapter.
- 4) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-92 of this Chapter.
- 5) An application may be denied or revoked if the Multi-Animal Site or Kennel Site does not comply with requirements set in Section 3-70 of this Chapter.
- 6) An application may be denied if two or more unrelated adult witnesses from unrelated residences reports violations of this Chapter or if one adult witness with recorded video shows a violation of this Chapter.
- 7) A Multi-Animal Site Permit or Kennel Permit may be revoked when, in the opinion of the designated zoning official or administrator or Animal Control Officer, any one or more the following conditions exist:
 - i. The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
 - ii. The number of Companion Animals exceeds the number allowed under the permit.
 - iii. Any other violation listed under this chapter or sections.
- 8) In cases where a Multi-Animal Site Permit or Kennel Permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.

- 9) If a Multi-Animal Site Permit or Kennel Permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.
- 10) Multi-Animal Site Permits and Kennel Permits shall not be issued to any premises which has a Guard Dog Site Permit.

D. Provisions

- 1) All multi-animal residential or commercial site permits, and Kennel Permits must be renewed annually at a fee established by resolution. Renewal applications must be submitted to the City Clerk's Office for processing. A non-refundable fee, established by resolution shall be charged, and an onsite visit of the premises shall occur by an Animal Control Officer and designated zoning official or administrator. Annual renewals up to 3 years are not required to go before the Planning & Zoning Board and can be approved by an Animal Control Officer, designated zoning official, or administrator. However, the Animal Control Officer and designated zoning official or administrator can request that an application renewal go before the Planning & Zoning Board if deemed necessary.
- 2) Multi-Animal Site and Kennel Permit holders shall allow an Animal Control Officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.
- 3) Upon receipt of payment of a Multi-Animal Site or Kennel Permit application fee, the City Clerk's Office shall forward the application to the Planning and Zoning Department and Animal Control Officer. All initial applications for Multi-Animal Site and Kennel Permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- 4) Veterinary hospitals or clinics shall be exempt from the Kennel Permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of Companion Animals.

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

SEC. 3-149150. LICENSE FEES.

- A. The annual license fee shall be set by resolution for each neutered or spayed Companion Animal.
- B. The annual license fee shall be set by resolution for each intact Companion Animal.
- C. A fee shall be charged for each Companion Animal that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the Companion Animal, due to the Companion Animal's age or condition.
- D. No fee shall be charged for licensure of a Companion Animal implanted with a microchip that is registered by the appropriate microchip company provided the owner of the

Companion Animal provides the City with the microchip number and fulfills all requirements set by Section 3-69(D).

SECS. 3-150-151 – 3-156. RESERVED.

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS. CITY COMMISSIONERS
OF THE CITY OF TRUTH OR CONSEQUENCES:**

Section 1. All Ordinances or Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed to revive any Ordinance or Resolution or part thereof, heretofore repealed.

Section 2. This Ordinance shall take effect on the 25th day of February, 2026.

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PASSED, APPROVED AND ADOPTED this 25th day of February, 2026.

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CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY: _____
Rolf Hechler – Mayor

ATTEST: _____
Angela A. Torres – City Clerk