

Rolf Hechler
Mayor



Ingo Hoeppe
Commissioner

Destiny Mitchell
Mayor Pro-Tem

Chaz M. Glines
Commissioner

Amanda Forrister
Commissioner

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

Gary Whitehead
City Manager

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, MARCH 11, 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. Public Input/Discussion/Action: PNC building Plan. City Manager Whitehead

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

G. ORDINANCES/RESOLUTIONS/ZONING

1. 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
2. Discussion/Action: Resolution No. 43 25/26 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
3. Discussion/Action: Resolution No. 44 25/26 Approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments. Assistant City Manager Alvarez
4. 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
5. Discussion/Action: Resolution No. 46 25/26 T or C Municipal Golf Course Fees. OJ Hechler, Community Services Director
6. 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
7. Discussion/Action: Resolution No. 48 25/26 J.A. Hodges Municipal Swimming Pool Fee Structure. OJ Hechler, Community Services Director
8. 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
9. 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

H. NEW BUSINESS

1. Discussion/Action: Approval of Purchases \$60,000 and over. Jocelyn Holguin, Chief Financial Officer
 - a. Wex Bank: PD Fuel Usage for FY 25/26
 - b. Creative Bus Sales Inc.: SJOA 2026 Mobility Transit Van
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
3. Discussion/Action: Letter of Support for MainStreet T-Mobile Grant. Becca Eza, MainStreet Truth or Consequences Director

I. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING MARCH 25, 2026 AT 4:00 P.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: D.1

SUBJECT: Public Input/Discussion/Action: PNC building Plan

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 6, 2026

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

This item is to review the PNC Building Plan for the new Police Department and receive public input.

Recommendation:

N/A.

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: -

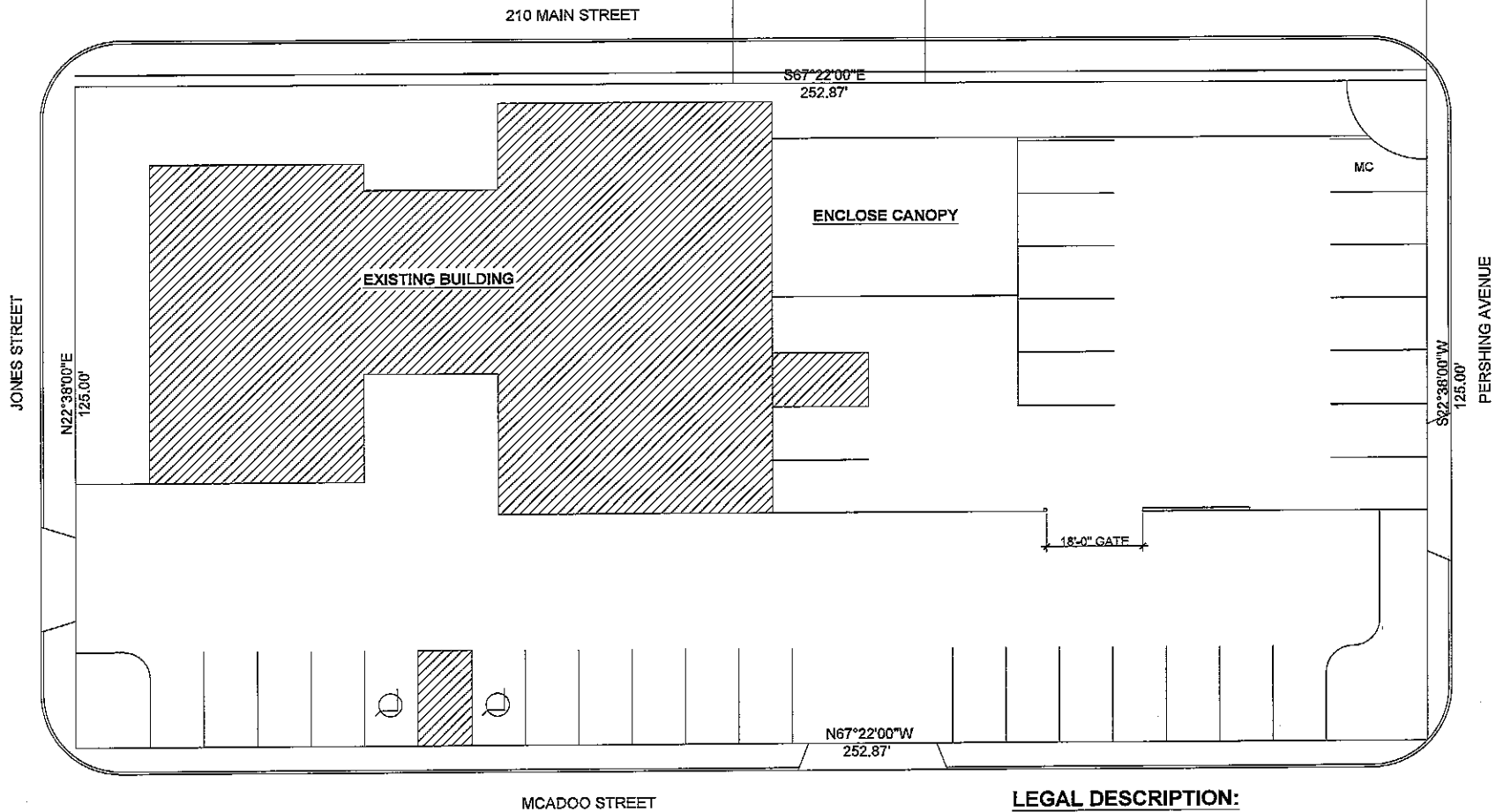
☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-11-26

bill buckley solar architects
 218 camino sels, elephant butte, nm 87935
 blibuckley1@aol.com 505-263-1960

PROPOSED TORC POLICE DEPT REMODEL
 210 MAIN STREET
 TRUTH OR CONSEQUENCES, NEW MEXICO

S-1



SITE PLAN
 SCALE: 1" = 10'-0"

LEGAL DESCRIPTION:
 LOTS 1 - 8, BLOCK 103
 HOT SPRINGS ORIGINAL TOWNSITE
 TRUTH OR CONSEQUENCES
 SIERRA COUNTY, NEW MEXICO

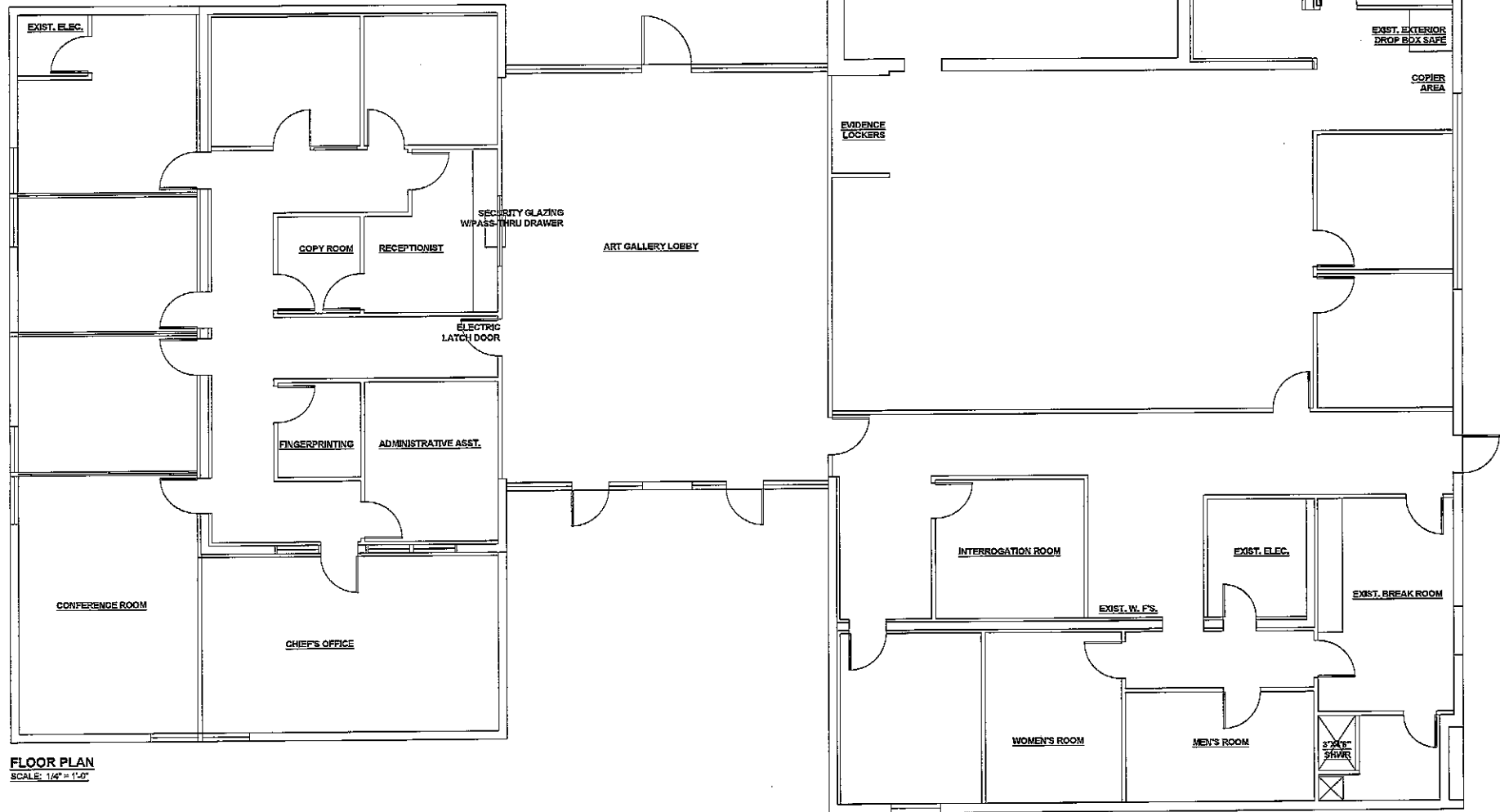
bill buckley solar architects

218 camino seis, elephant butte, nm 87935
billbuckley1@aol.com 505-263-1960

PROPOSED TORC POLICE DEPT REMODEL

210 MAIN STREET
TRUTH OR CONSEQUENCES, NEW MEXICO

A-1



FLOOR PLAN
SCALE: 1/4" = 1'-0"



Truth or Consequences

Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 03/31/2026

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Fund: 380 - OTHER STATE FUNDED PROJECTS							
Revenue							
<u>380-7063-32380</u>	State Grants PD APPROPRIATION G...	0.00	356,400.00	0.00	0.00	-356,400.00	100.00 %
<u>380-7063-39935</u>	Transfer In	0.00	356,400.00	0.00	0.00	-356,400.00	100.00 %
Revenue Total:		0.00	712,800.00	0.00	0.00	-712,800.00	100.00%
Expense							
<u>380-7063-49930</u>	Transfer Out	0.00	356,400.00	0.00	0.00	356,400.00	100.00 %
<u>380-7063-80805</u>	BUILDINGS & STRUCTURES PD APP...	0.00	356,400.00	0.00	0.00	356,400.00	100.00 %
Expense Total:		0.00	712,800.00	0.00	0.00	712,800.00	100.00%
Fund: 380 - OTHER STATE FUNDED PROJECTS Surplus (Deficit):		0.00	0.00	0.00	0.00	0.00	0.00%
Report Surplus (Deficit):		0.00	0.00	0.00	0.00	0.00	0.00%



Truth or Consequences

Budget Report

Account Summary

For Fiscal: 2025-2026 Period Ending: 03/31/2026

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Fund: 296 - PD GRT							
Revenue							
296-2403-30316	1/4% MGRT (POLICE)	380,000.00	380,000.00	0.00	234,624.80	-145,375.20	38.26 %
296-2403-36373	INTEREST INCOME	0.00	120.00	0.00	98.31	-21.69	18.08 %
Revenue Total:		380,000.00	380,120.00	0.00	234,723.11	-145,396.89	38.25%
Expense							
296-2403-43999	OPERATING COSTS	13,000.00	13,000.00	0.00	7,281.89	5,718.11	43.99 %
296-2403-44613	NON-CAPITAL ITEMS	15,000.00	15,000.00	0.00	299.99	14,700.01	98.00 %
296-2403-44615	SAFETY EQUIPMENT	24,000.00	24,000.00	0.00	3,096.00	20,904.00	87.10 %
296-2403-44616	TRAINING SUPPLIES	5,000.00	5,000.00	0.00	2,505.67	2,494.33	49.89 %
296-2403-48598	PROFESSIONAL SERVICES	15,000.00	15,000.00	125.26	8,288.24	6,711.76	44.75 %
296-2403-49930	TRANSFER OUT	75,000.00	75,000.00	0.00	75,000.00	0.00	0.00 %
296-2403-80805	BUILDINGS & STRUCTURES	250,000.00	250,000.00	0.00	16,209.38	233,790.62	93.52 %
296-2403-80810	OTHER CAPITAL EQUIPMENT-VEHIC...	0.00	21,872.00	0.00	21,871.95	0.05	0.00 %
Expense Total:		397,000.00	418,872.00	125.26	134,553.12	284,318.88	67.88%
Fund: 296 - PD GRT Surplus (Deficit):		-17,000.00	-38,752.00	-125.26	100,169.99	138,921.99	358.49%
Report Surplus (Deficit):		-17,000.00	-38,752.00	-125.26	100,169.99	138,921.99	358.49%



Truth or Consequences

Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 03/31/2026

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Fund: 101 - General							
Expense							
101-1000-40105	ELECTED OFFICIALS-GOVERNING B...	62,400.00	62,400.00	0.00	41,600.00	20,800.00	33.33 %
101-1000-41205	FICA-REGULAR-GOVERNING BODY	3,870.00	3,870.00	0.00	2,579.20	1,290.80	33.35 %
101-1000-41210	FICA-MEDICARE-GOVERNING BODY	905.00	905.00	0.00	603.20	301.80	33.35 %
101-1000-42305	MILEAGE REIMBURSEMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
101-1000-42310	PER DIEM-GOVERNING BODY	2,500.00	4,800.00	0.00	3,191.95	1,608.05	33.50 %
101-1000-42720	EMPLOYEE TRAINING-GOVERNING ...	2,500.00	3,500.00	0.00	2,650.00	850.00	24.29 %
101-1000-43316	FUEL	500.00	500.00	0.00	0.00	500.00	100.00 %
101-1000-43597	ATTORNEY FEES-GOVERNING BODY	100,000.00	100,000.00	5,160.35	50,532.98	49,467.02	49.47 %
101-1000-43598	PROFESSIONAL SERV-GOVERNING ...	15,000.00	15,000.00	1,619.06	13,630.52	1,369.48	9.13 %
101-1000-43770	SUBSCRIPTION & DUES	8,500.00	15,500.00	0.00	14,512.00	988.00	6.37 %
101-1000-44606	OFFICE SUPPLIES-GOVERNING BODY	250.00	1,050.00	0.00	958.64	91.36	8.70 %
101-1000-44625	OTHER SUPPLIES-GOVERNING BODY	500.00	500.00	0.00	79.99	420.01	84.00 %
101-1000-45607	CLAIMS, JUDGEMENTS, AND SETTLL...	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
101-1000-48599	OTHER CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
101-1000-60430	EMERGENCY DECLARATIONS	60,000.00	60,000.00	0.00	1,600.31	58,399.69	97.33 %
101-1000-60725	GRANTS TO SUB-RECIPIENTS-GOVE...	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
101-1000-80805	BUILDINGS & STRUCTURES	200,000.00	200,000.00	0.00	14,836.27	185,163.73	92.58 %
Expense Total:		522,425.00	533,525.00	6,779.41	156,775.06	376,749.94	70.62%
Fund: 101 - General Total:		522,425.00	533,525.00	6,779.41	156,775.06	376,749.94	70.62%
Report Total:		522,425.00	533,525.00	6,779.41	156,775.06	376,749.94	70.62%



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, February 11, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 6, 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 3-11-26

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

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer
Luis Tavizon, Chief of Police
Wes Meyers, Sanitation Supervisor
Alona Neibergall, Human Resources Specialist

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 Glines 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.

C. PUBLIC COMMENT (3 Minute Rule Applies):

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

- I'm just here with some quick MainStreet updates like usual. A week ago, two of the MainStreet board members and I went to the Levitt Learning Conference to learn all about what it takes to put on the Levitt Concert Series. We came back with a lot of information, we're getting a lot of support from the Levitt Foundation, so we're really excited to start putting together this first concert series for this year, and then we'll continue to do it for the next two years after. We're hoping to finalize the dates and schedule in the next week or two, then start to look at what music we're going to have. They really want us to have a variety of genres for this, it's more than just, go see a concert, it's a community gathering, trying to bring people from all aspects of our community together to enjoy live music and gather in the park, so we're really excited to see how this comes together.
- Along with that, we're looking at the possibility of continuing the Dancing in the Streetlights downtown concert series that we dipped out toe into last year to see how it went, and it was successful, so we'll be taking a look soon at how we may schedule that for this year.
- Beyond concerts, this weekend, we are having a city cleanup. On Saturday, we're meeting at 1pm at the Healing Waters Plaza. This is part of our Clean and Beautiful Grant, which MainStreet does, along with the city, with OJ. This is kind of the community engagement part of it. We're meeting at the plaza, we'll have trash bags, disposable gloves, and some litter grabbers that people can check out, and we'll just spread out and clean up around town, gather back at about 2:30pm, take some photos, and see how much trash we've gotten.
- Also on Saturday, it is the second Saturday Art Hop, so please go downtown, check out what's going on at galleries and businesses open late then. It's always a fun time, and the weather should be nice.
- Finally, we're really getting into the role of things with the Fiesta planning, as some of you know as you're part of that committee. We're starting to finalize things around music, schedules, and whatnot. We're excited to get the ball rolling on that, and have another great Fiesta this year. You guys know how to get in touch with me if you have any questions about MainStreet. Thank you.

Steve Green addressed the Commission with comments related to:

- Referring to the Sentinel article, "Renewing the Spaceport Visitor Center Promise", Bruce Swingle doesn't speak or represent the citizens of Truth or

Consequences, you do. He is the business development director of a real estate development company, not an elected official. Recently, Mr. Swingle talked about three different zones in T or C, and their economic value in order of revenue generated. Zone 1: Date Street to exit 79, Zone 2: South Broadway to Williamsburg. Mr. Swingle doesn't appreciate the intrinsic value to the city of our downtown Main Street historic hot springs district, Zone 3, that cannot and should not be measured by dollars alone. A Spaceport Visitor Center anywhere in Zone 1 does nothing to showcase who we are. Most communities have what we have in Zone 1, Walmart, lodging, gas stations, restaurants. It is our historic hot springs district, encompassing 70 businesses such as hot springs, lodging, spas, restaurants, art galleries, unique shops, bookstores, healing arts, homes, a museum, a visitor center, a brewery, a movie theater, the Healing Waters Plaza, city offices, and the historic Lee Belle Johnson building, that make us unique and different. We are a welcoming tourist destination, and the assets that support who we are are located downtown. Our city has lost population, it is our downtown where lasting impressions of our community are formed, our visitors return time and time again, they buy homes, bringing back people who add value and economic stimulus to our city. The historic Lee Belle Johnson building is the crown jewel of downtown, located on what will be a new and beautified Foch Street, thanks to MainStreet and the city. The director of Spaceport America approved the Spaceport tour bus operator using the Lee Belle Johnson as it's terminal and as the Sierra County Spaceport visitor central location, promise kept, supported by a vote from our citizens and Virgin Galactic. Go back to Santa Fe, I ask you, please contact our legislatures and the governor's office, ask them to fully fund the request on our ICIP to repair the Lee Belle Johnson so we can put back the Spaceport Visitor Center where it was, and where it belongs. Thank you.

Kathleen Sloan addressed the Commission with comments related to:

- I have a question about the Talon Septic, it's on the agenda, do they have an NPDES permit? And if so, where does the effluent go? Where is their sludge going to go if there is sludge, and is that going to compete with the city trying to give away its sludge? Because, I think the city, leftover sludge goes into the trucks that are trucked at great expense to Las Cruces, and our solid waste, and that would not be good for us. Has it been 3 or four years – how long has Talon Septic been using our sewer system? Because it's been very hard on our sewer system. As far as I know, we didn't charge him impact fees. You know, we're just about to undergo an upgrade to the Wastewater treatment plant for \$5.5 million, and you're considering fees going up 25% year over year for the next five years, for solid waste, to pay for this. The people appear to be, in some way, subsidizing Talon Septic. Please explain that when you get to that agenda item.
- I'm wondering if it can be explained to me if Destiny Mitchell has a conflict of interest for being the head of the Chamber of Commerce. Business interests, that's a special interest, and would indicate favoritism over the people in general. In the past – I mean – is her school being given free space? Isn't that a conflict of interest in a city building? Please explain if that's so and if that's a conflict. I

believe she was also paid with T or C public funds to manage Fiesta, was that not a conflict of interest? Thank you.

D. REPORTS:

City Manager Whitehead reported the following:

- I'll just make a brief note, I wrote down some questions, and we can answer some of those when we get to Talon Septic, I'll be able to answer those. I'm going to have a brief report, it's been extremely busy at the city for the last three weeks, the magnitude of the process and the flow has been incredible. We continue to work hard at it and keep up with it. It comes in pretty fast, but we're making good progress, the team, across the board, is working hard to accomplish the goals that you guys are setting forward for us.
- Let me brief you a little bit on Foch Street. Thanks to Becca and MainStreet, we have a good process, every Monday we put out a notice to every person that signed up for information, so we're briefing everyone that's on the street, and certainly everyone that's around that's interested in the weekly progress. We're getting updates on a weekly basis, conducting many meetings. Foch Street is, as many of you probably thought when you started that project, it's a challenge, lots of unknown infrastructure in the ground. Most of it, abandoned, but it's still there, creates a problem, but we're working through getting that resolved as that goes forward. Probably the biggest issue that's come up that we're dealing with right now is New Mexico Gas Company's main service lines that service that area ended up being a little bit shallower than they had anticipated, and that we would have anticipated. When they were located, obviously you would assume that they were at the required depth, but they're not. So, we're in the process right now, working as quick as they can, to come up with a solution to get those lines in. The good part about the process for them is they will be doing most of their work through a process called boring, so we're able to continue working, but we just need everybody to know that it is going to be a little bit of a challenge and we'll continue to work through that. We also had a couple of issues that were there before, we relocated a fire hydrant, again, trying to take a look at the area and things we can fix. On the corner of Foch and Main, there was a fire hydrant that was installed, probably a little too close to the walkway, a little too close to the door of the business, so when we opened that area, we were able to go in there, relocate that, and put it into a safe spot. I want to thank everybody involved with that.
- The second big project we have going, shovel-ready, is our first major water project. It's going and seems to be moving very well. Believe it or not, we just don't hear much. So the contractor's working well, there are problems, but the contractor seems to be very aware of working in communities. They're working very close with the residents, making good strides, so when there's an issue, they seem to address it pretty quickly. Our water team is going out on a daily basis to meet with the general contractor, their field inspector and our field inspector from Wilson, so that we have a daily communication on that particular

issue. I've said a couple times, we'll continue to work with the schools, the hospital, and the nursing home to make sure that we can maintain pressure. We feel pretty confident that we've identified a valve, where if we have a break in the bottom half of the town, we can shut it off and it will eliminate the flow of the water moving through there, and maintain the pressure. We'll continue to work on that. The Mayor and I had a conversation with the superintendent and we'll continue to keep that open channel of communication so that we try our best to avoid causing a situation that the school has to then let the students out. We remain committed to that. The contract on shovel-ready started so quickly we didn't have a chance to really get our notification system going like we did on Foch Street. We really worked about six weeks in front of Foch Street, notifying, talking to folks, walking door to door. We didn't get that opportunity with this one, the contractor hit the ground running, once they got permission to work they started. However, we have done that now, on the back end. Your water department has gone, we've developed a letter through our PIO, so we've gone door to door on that entire street to hand residents the letter, so that we've notified them about the project, the time, those items. So again, the contractor was already doing a good job, but again, we've taken that time and we've done that door to door. We'll go now, and get in front of that process as it's going, because remember, shovel-ready has multiple pieces throughout the town. We'll continue to try to make sure we're communicating as best we can.

- An anomaly that's happened – it's happening on both of our projects – is that people are really curious about what we're doing. We've been notified by the contractor, easily on Foch Street, we can see it, we think we've begun to get it under control as we've worked, so the business owners are working and people are able to get in, we've built good walk paths, we're trying to make that open, but there are many days when people decide to walk in while the construction equipment is working, and they stop on the project – the equipment has to stop working. Yesterday, we had a situation on the critical water project where an individual was on-site, exploring and investigating the depth of the trenches. What we ask of the public is, please find a way to give us some space, give those contractors the ability – we certainly don't want anybody ending up being injured or hurt in a construction zone – I know it's new and we're excited, but please heed those signs. Those things are there for a reason and it's important that we do that. It could cause us some delays and problems with the contract, so we're going to do our best to keep the public notified, but we also need a little help from the public where we can.
- Last week we travelled to the Municipal League, it's legislative session. I'll say, Mayor, I'm sure you have a report that you'll give today, I'll let you talk about the session and the work that we've done up there, where that's landed, but we did have a very good meeting at the Municipal League. One of the main carets we brought back was a program the Municipal League has put in place to look at roofs for municipalities. They've recognized, from the insurance side of the house, that there are so many roofs – because we're self-insured, right – so it's such a problem that they've developed a department that will come out, and actually do an assessment of our roofs, evaluate our roofs, find the proper and

fair cost for repairing them. Even though they don't have the funds, they're not going to pay for them, they will still help us develop a strategy so that we can begin to budget and get these roofs taken care of, so they're not dealing with roofs, roof leaks, damage from water, etc. as insurance claims. Our team talked about that this week, and we'll begin that process. We made the decision yesterday, as you may have noticed, we're fixing the annex building, it was in pretty poor repair, and when we got there, the roof is also leaking, we have about four leaks inside, so we're going to do a small repair on that to try to fix that particular building, but we'll put this process in place to hopefully get active on that.

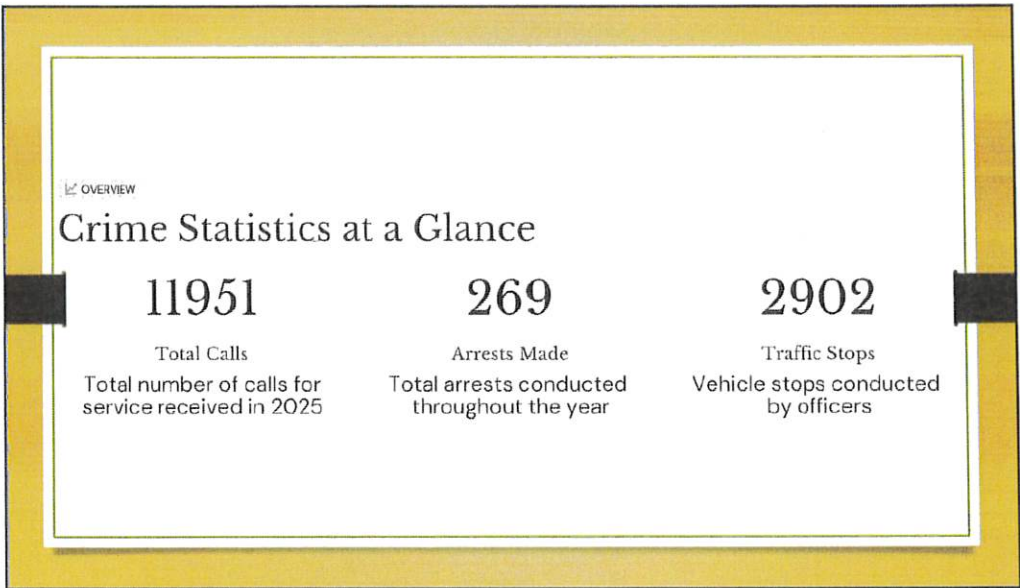
- To talk a little bit about water and wastewater, I have some good news, but I will share with you, it's been one year that we've been operating with a contract for 4x4 for water. Again, to operate a water and wastewater system, you must have someone with at least a level 3 credential in both water and wastewater. We have contracted with a provider that provides that service for multiple systems throughout New Mexico. He also lives here, Jesse Cole, with his business, 4x4 Services. That contract is up and we'll be preparing a new contract to come back to the Commission at our next meeting. I would just like to say, that process is working really well. Again, Jesse is on-site one day a month, in which he inspects our entire system, he goes to every location, and he and I meet with our water supervisor, and we go over any concerns that he might have found. He gives us work products, and work ideas for the month, and then he's also available to come and consult. When we have a major water leak, or the last day, where we had that problem, Jesse was called, he comes in and helps the team assess and find valves and those kinds of things. He knows the system, he's providing the service, not only for us, but for other agencies, it's probably the way of the future, because finding individuals with the credential of a 4x4, it's quite a license, and it's expensive. So this process is working well, we look forward to bringing that back.
- You've heard me speak to you, over the last year, as I've come up to speed, we ended up under an administrative order for the wastewater treatment plant. That order primarily revolves around some equipment at the plant that's not functioning. The weirs, and then our headworks. We worked together through the legislative session last year, ended up with a grant, we have some money, we have the bond money, we've put together about a \$2 million pot of money so that we can repair both of those. Once we had those identified, we were able to notify the Federal Environment Department of our plan, we created a work for it, we're going to get started on those, and I think what I am most pleased to tell you is that I received a letter, once we submitted our final plans, it was due the 2nd but we got it to them by the 26th of January, "After review by our technical staff, the materials you have provided have been determined to be a satisfactory response, and the administrative order is hereby closed." So the City of Truth or Consequences is no longer under an administrative order for our wastewater treatment plant. However, we have the plan now, we just have to close the door and get those things done. We'll be finishing up on Morgan Street, you know we have those apartments coming on, we have a sewer line issue there, there is no

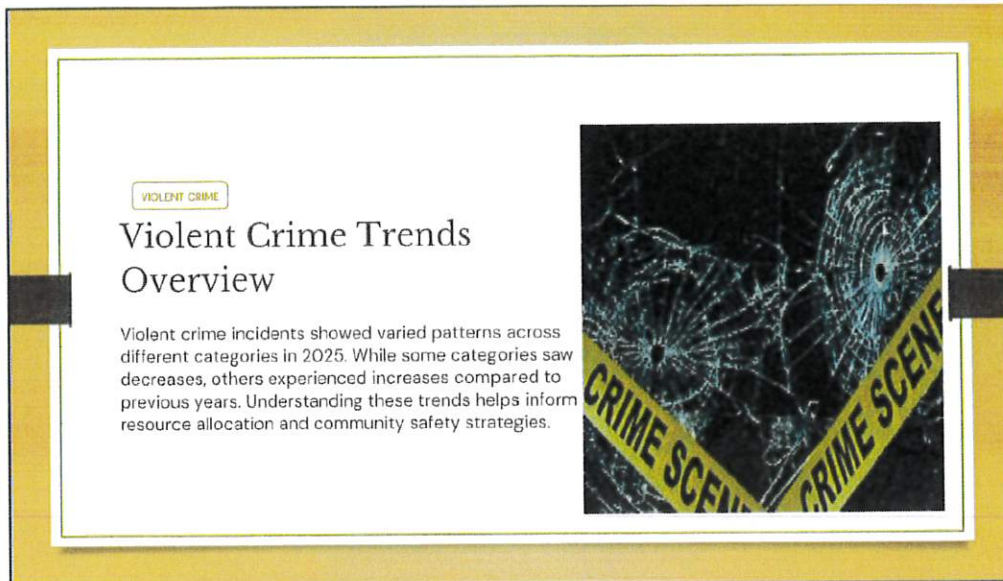
sewer line in a major portion of Morgan. We did find a piece towards the end, the private developer has a private sewer line on that property. We've worked with our engineers, and have developed a plan for us to create a connection so that the private line will become active, and they'll be able to hook up the houses and the developments they want, and then we'll be able to hook it to our sewer. We're excited for that, we will be finishing that up and that'll get that development open, they have four new apartments, and we expect that they'll be bringing the next set of plans to continue to build housing and rental houses for our community. With that, I think I will stand for any questions.

a. Police Department Update.

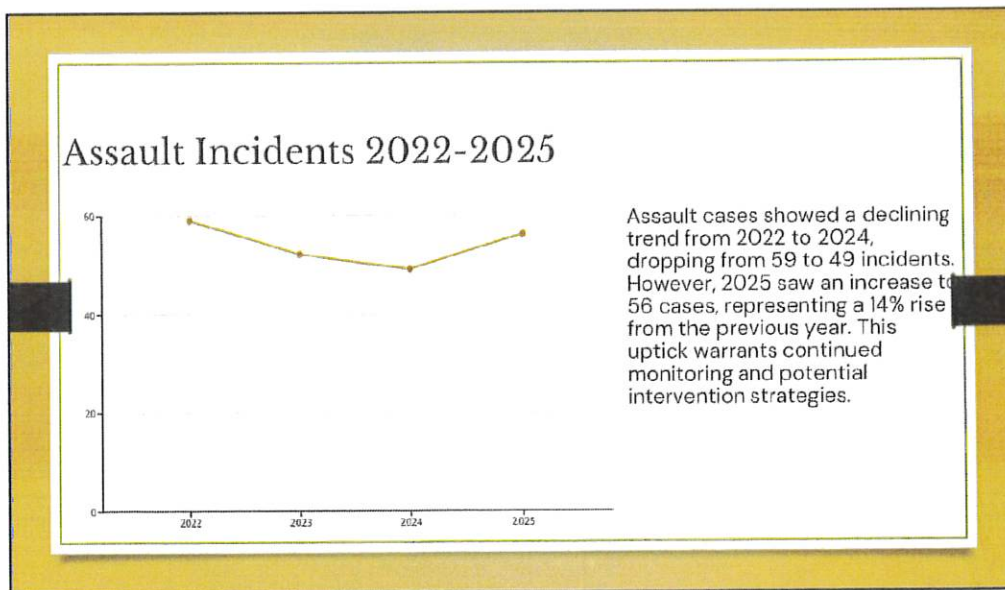
Chief Tavizon reported the following:

- As promised at a previous Commission meeting, I told you I would be preparing a 2025 crime trend for us, that way we get a little bit of a better understanding of what we've dealt with. This report will reflect on some of the 4-year analysis, since 2022 on certain standards. You'll also have copies of this available to you if you need it down the road. In this packet, it's a comprehensive analysis of crime statistics and law enforcement activity across violent crime, property crime, and police operations for the year of 2025:

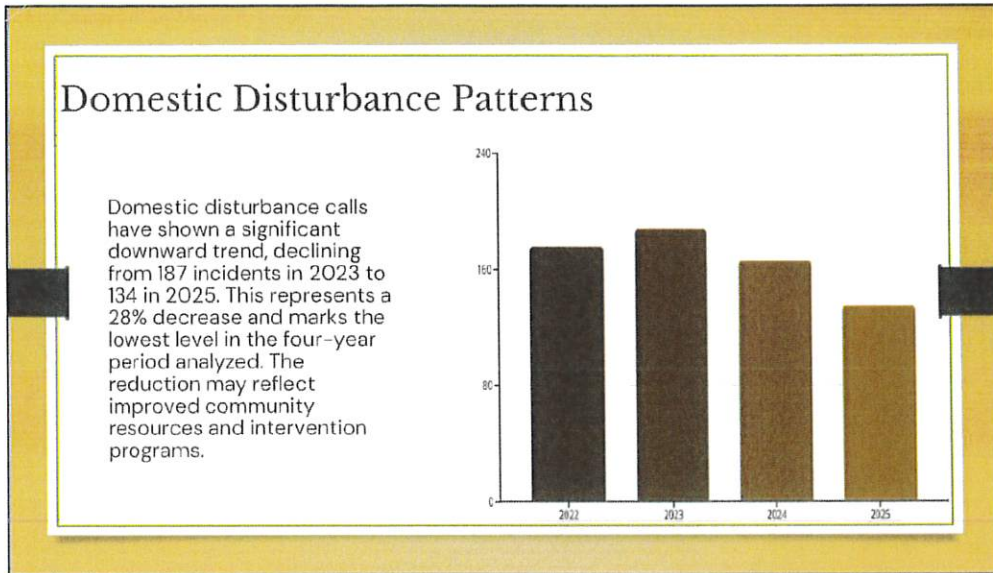




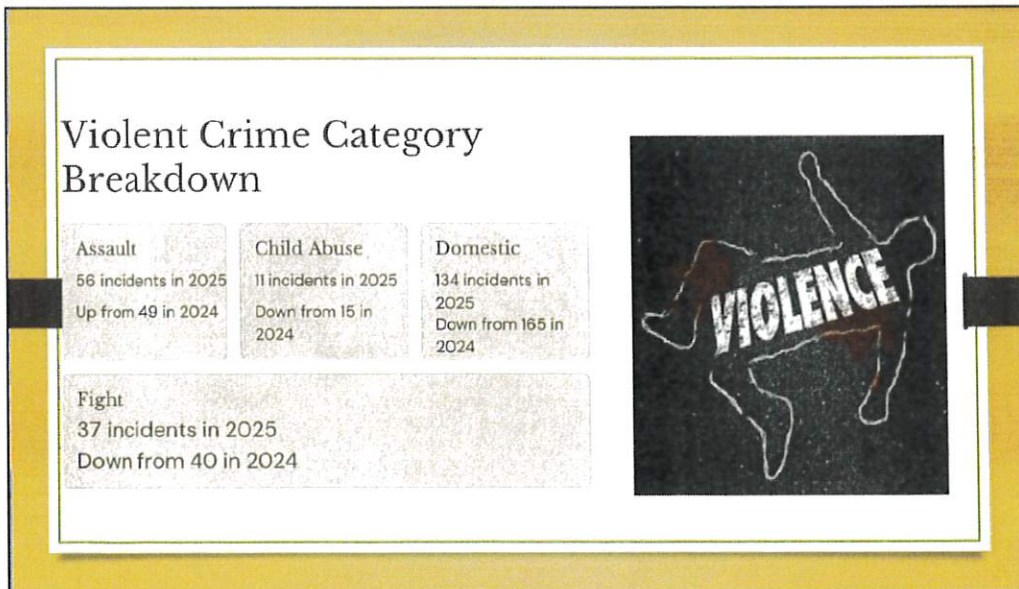
- So there was nothing that really stood out that was specific to [any one category], it was pretty much all over the place, kind of like our crashes. Understanding these trends helps us identify when we need to do direct patrols and try to combat some of these numbers that we're looking at.



- For assault incidences, the way the crime statistic reporting works *includes* batteries within these trends.



- For the improved resources and intervention programs, I know we work with our domestic violence shelter quite well, there have been some other cases and laws that have passed that have maybe attributed to this, the red flags and red flag laws, as well as domestic violence protection orders that have been implemented that may have helped to show these numbers.



- For this breakdown of the violent crime category, as you can see, the assaults were slightly up from the previous year, from 49 to 56. Child abuse cases were at 11 incidents, down from 15 in 2024. Domestic violence, 134 cases in '25, down from 165 in '24. Fights, these could be public frays, and could include school as well, but this is just the total number of fights – 37 incidences in 2025, down from 40 in the previous year.

Sexual Offenses and Rape Statistics

Sexual offenses and rape cases require careful attention and sensitive handling. In 2025, rape incidents increased to 4 cases from just 1 in both 2023 and 2024, while sexual offenses remained at 4 cases, down from 5 in 2024.

These crimes have profound impacts on victims and communities. The data underscores the importance of continued investment in victim support services, prevention education, and investigative resources.

2025 Figures

- Rape: 4 incidents
- Sexual Offenses: 4 incidents
- Combined total: 8 cases

- So these are initially called in, so we'll get these from dispatch, and during the course of the investigation, we'll determine whether or not there's evidence to take it to court, whether or not the DA's going to pick it up based off the evidence that's presented to them. So these numbers do not reflect adjudicated numbers that we've dealt with, just calls that we've investigated.

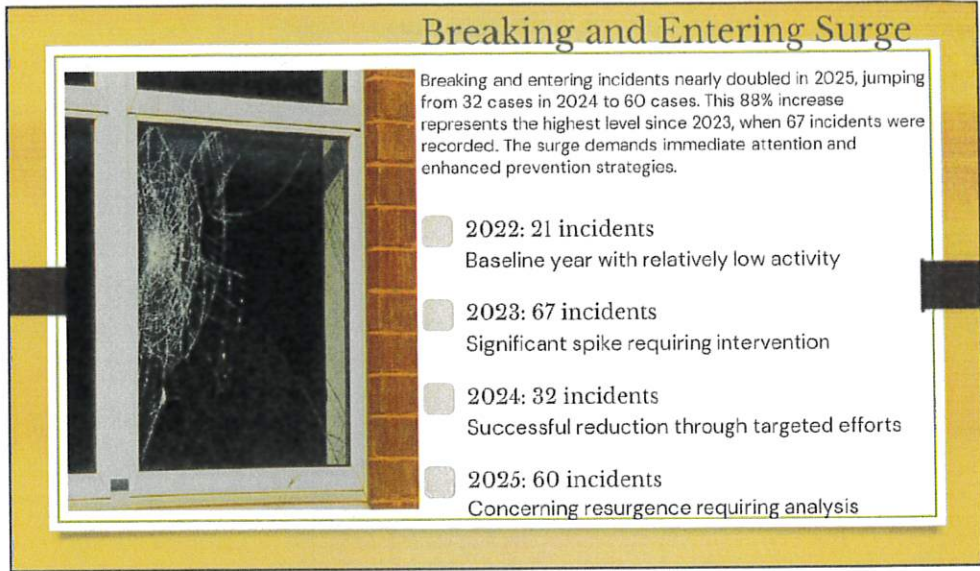
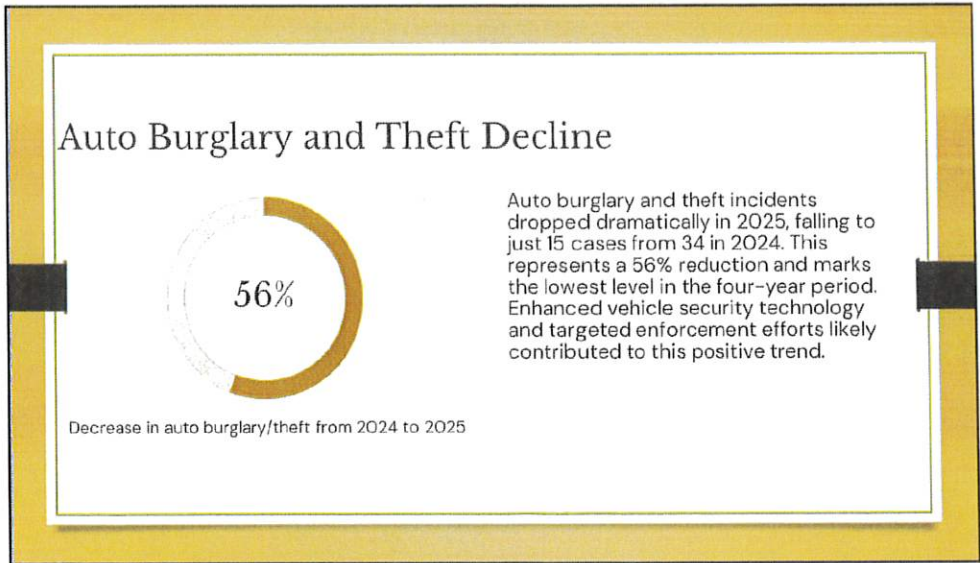
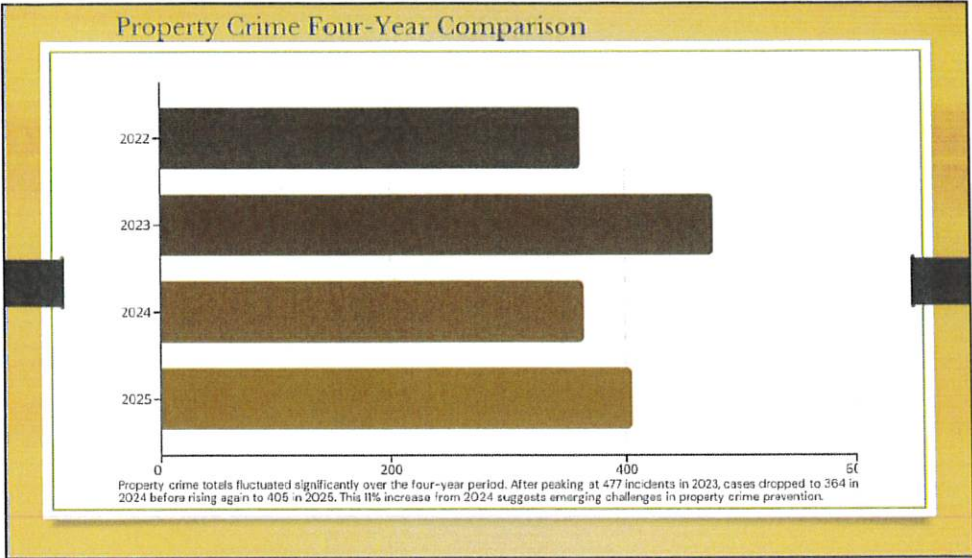
Property Crime Trends

Property crime represents a significant portion of overall criminal activity, with 405 total incidents reported in 2025. This category includes auto burglary, breaking and entering, burglary, shoplifting, theft, and vandalism. Understanding these patterns helps law enforcement allocate resources effectively.



PROPERTY CRIME

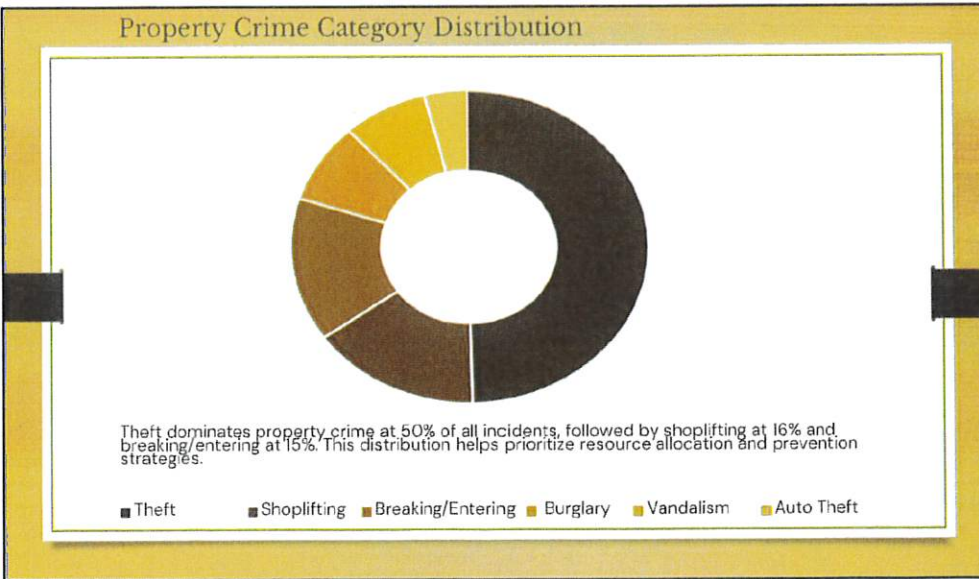
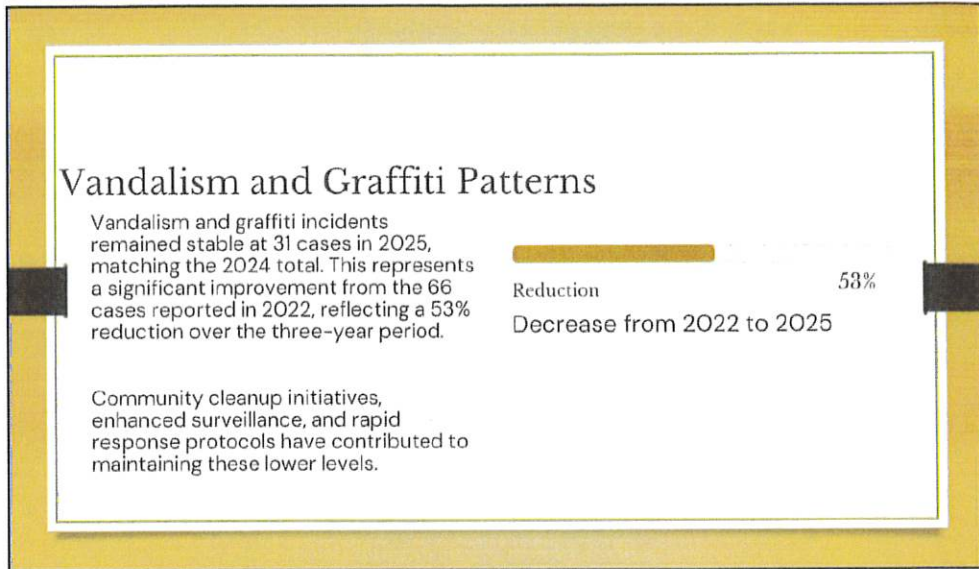
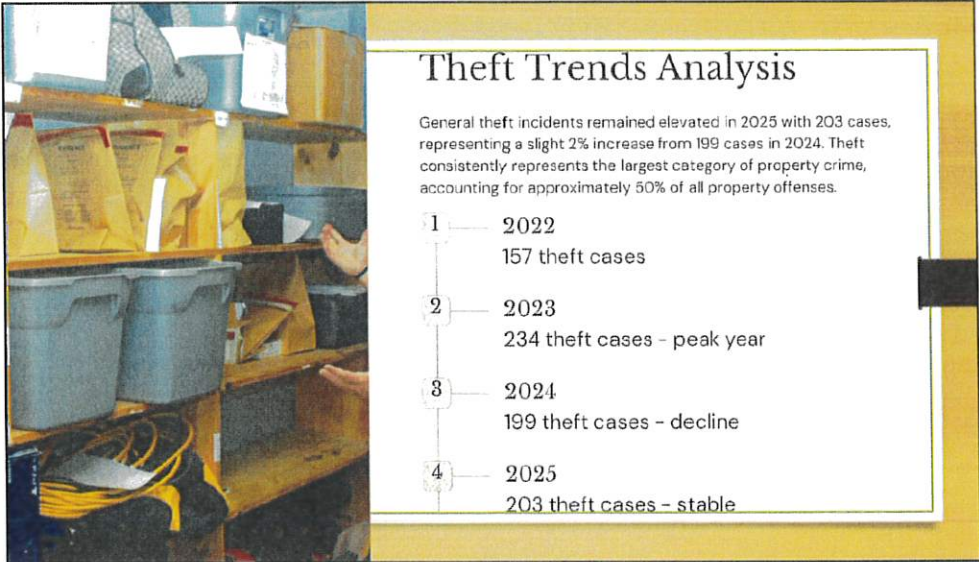
- Property crime trends - this is a pretty big portion of what our calls are. These are numbers that we're reporting federally, as well, so this is what this is based off of.



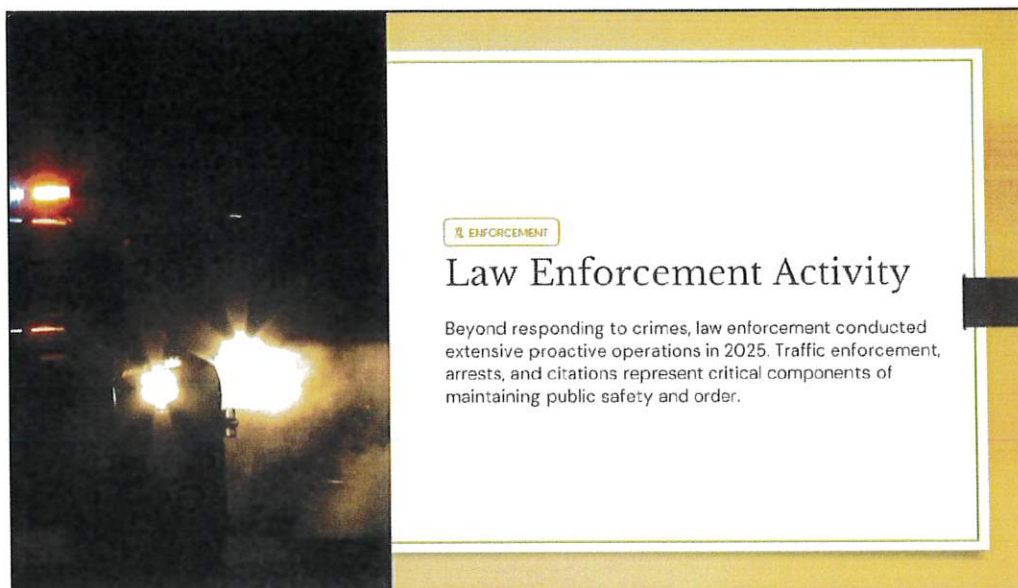
- For the enhanced prevention strategies for the breaking and entering surge – as you know, in this area we have a lot of snowbirds, so a lot of times they'll come in from being gone, they'll come home their residence that's been broken into, and it's a little bit after the fact, so as far as investigating goes, it's hard for us to gain or obtain any kind of evidence that, over time, would have been destroyed with the weather and natural occurrences, so it's a little bit more difficult for us to adjudicate these cases and get convictions on them, so these are just reported on. As you can see, 2022 was our baseline year at 21 incidences, and just recently in 2025, to 60 incidences. As a department, we've also implemented that if there's any kind of personal cameras that are at residences, if they want to register them with us or let us know that they're available to us, it helps with potential surveillance footage in the event that a residence is broken into.



- Shoplifting – this is one of the biggest areas that we deal with.



- This slide is at a glance – when you put it on paper, that's what it looks like, with theft being the largest category.

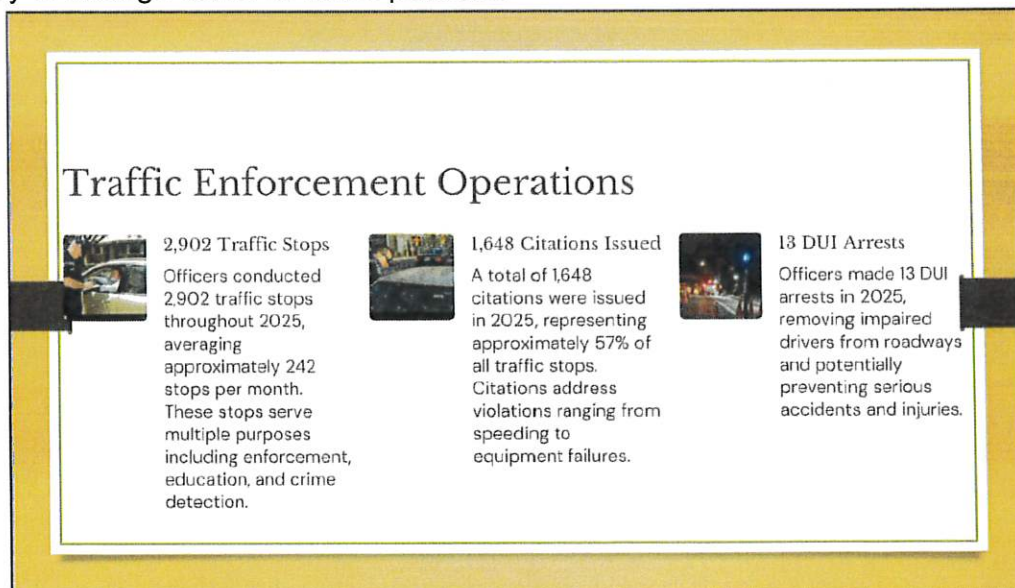


ENFORCEMENT

Law Enforcement Activity

Beyond responding to crimes, law enforcement conducted extensive proactive operations in 2025. Traffic enforcement, arrests, and citations represent critical components of maintaining public safety and order.

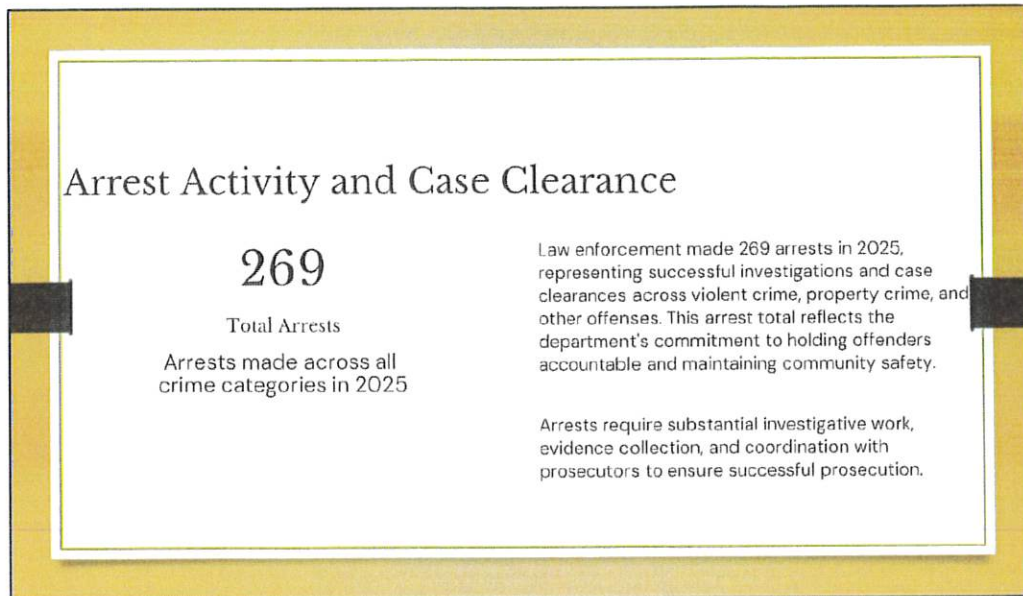
- We have programs in the school that help with preventative measures, we have community events, proactive policing, patrols, and different things put in place to try to change some of these patterns.



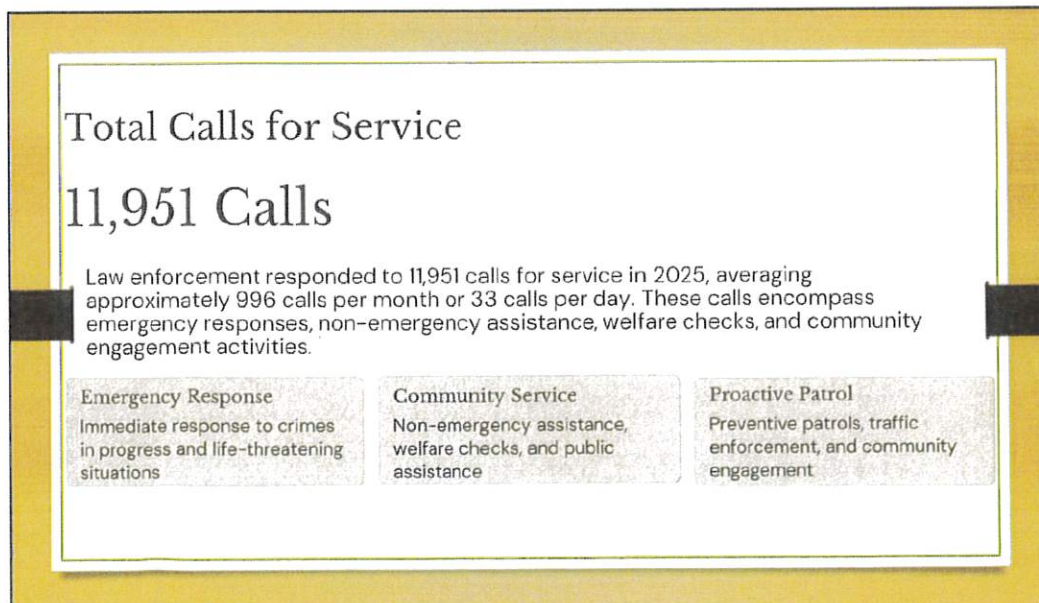
Traffic Enforcement Operations

 2,902 Traffic Stops Officers conducted 2,902 traffic stops throughout 2025, averaging approximately 242 stops per month. These stops serve multiple purposes including enforcement, education, and crime detection.	 1,648 Citations Issued A total of 1,648 citations were issued in 2025, representing approximately 57% of all traffic stops. Citations address violations ranging from speeding to equipment failures.	 13 DUI Arrests Officers made 13 DUI arrests in 2025, removing impaired drivers from roadways and potentially preventing serious accidents and injuries.
---	---	--

- As well as serving the purposes of enforcement, education, and crime detection, traffic stops also help with prevention at times if it's a deterrence.



- A lot of times, cases are brought to the prosecutors, and they feel, for one reason or another, that the evidence isn't there, so they are the ones that ultimately have the final say in whether a case is fully adjudicated and put through the process in court. Regardless of if it's a major crime, a minor crime, shoplifting, if they don't feel that it's there, they're the ones that have the ultimate say in whether or not they will prosecute. They usually will give a declamation letter when they make that decision.



- With that, I will stand for any questions you may have.

Mayor Hechler: It's a widely-accepted premise in law enforcement that drug abuse and alcohol abuse are contributing factors to many things like theft, assault, murder,

domestic abuse, things of that nature. What is your indication about drug abuse in this community? Are there any trends or anything we need to be aware of?

Police Chief Tavizon: I would say it's consistent with that theory. We do have methamphetamines that are out in the community quite a bit. As you know, it's a terrible drug, it does change people. We've had a lot of theft cases that are associated with that. They'll steal, they'll try to sell it so that they can feed that addiction they may have. Fentanyl has gone down a little bit, which is positive, because we were seeing more overdoses and things of that nature with fentanyl. It's still out there, just not as abundant as it was previously. Methamphetamine seems to be one of those that is a game-changer for us. It's very difficult to change that mindset once they're addicted to it. But yes, sir, it is a big factor in some of those thefts that we deal with.

Mayor Hechler: Have there been any trends of reduction? I know that drug interdiction has been on the news quite a bit, especially stuff coming across the border. Have you noticed any decline or any change?

Police Chief Tavizon: I feel like there's probably been a decline, just because of policies that have been enacted through the state that make it more difficult for law enforcement to make those kinds of interdiction cases. There's probably been a decline on our side, on the local level. I know that the state and the county work in the interstate, they may see different amounts travelling through the big egress there of I-25 into Albuquerque, but for us, the interdiction part slowed down quite a bit, we haven't had as many drug cases as we had in 2022 when I first took over. It's still out there.

Mayor Hechler: Do we actively work drug cases or do we just wait to see what happens and then take care of it?

Police Chief Tavizon: If we get a case, we'll work it as far as we can. We used to try to transfer things over to the feds if it met their threshold. That threshold has increased, so the majority of those have fallen back on us. We work with the prosecutors to try to get those cases prosecuted, and there are some challenges. There are some new case laws out there that make it a little more difficult.

Mayor Hechler: Do we share information with the Sheriff's Department and other agencies back and forth so that it can be more effective?

Police Chief Tavizon: Yes, sir we do. State and federal.

b. Department Head Report.

Wes Myers, Sanitation Supervisor, reported the following:

- I have a brief report for you this morning. A couple weeks ago, on January 23rd, the department hosted a public tour of the recycling facility for members of the recycling committee and the public. We were pleased with the strong community turnout. The session included a comprehensive question and answer session,

followed by a live cardboard recycling demonstration. We illustrated our operational processing capabilities, and I think we all had a good time.

- In a collaborative effort with the Streets Department, we have completed the installation of twelve new deterrent signs in identified hotspots including Poplar Street, Morgan, and off West 9th. Our team has provided signage and worked with the Streets Department in strategic locations for the sign placement. Streets then did a wonderful job installing these signs, and we would like to urge residents to remain vigilant – if you witness illegal dumping, please report it to law enforcement to help us maintain a clean community.
- We would like to talk about residential waste collection practices to ensure efficient service and compliance with city ordinances. We would like to remind residents of the following Polycart placement protocols:
 - Placement Window: Containers must be placed curbside by 6:30am on the scheduled collection date, or the evening prior.
 - Route Variability: While routes typically run between 6:30am-3:00pm, exact pickup times fluctuate due to safety briefings, mechanical maintenance, or route optimizations such as doubling up a route on a heavier workload day like Wednesdays – which is a large route for our drivers – and we may end up consolidating the two so we can get the drivers back to do maintenance, cleaning the truck out, washing, greasing, etc. We'd like to remind residents that they should avoid timing their driver based on typical arrival, as routes may be reversed or doubled to improve efficiency. Your actual pickup time can vary, but is always between 6:30am and 3:00pm.
 - The same rules also apply to holidays; the Solid Waste Department only observe three major holidays where no collection occurs: Thanksgiving, Christmas, and New Year's Day. On all other holidays, we will have drivers out collecting commercial and residential waste. A great example would be this upcoming holiday, Monday, being President's Day. We will be closed to the public, but we will still be collecting both commercial and residential waste. These days follow the same placement window of 6:30am or the night before, and we will have your trash picked up.

Mayor Pro-Tem Mitchell: I have a couple questions. I drove by Riverside the other day and I saw a trashcan that was clearly snow-coned. Does the department have anything in place where they can maybe put a little sign on it that says, "We cannot empty this if it's snow-coned, can you please put it in separate loads?" or something like that? Do we have any way to let the public know that they won't be picked up if it's snow-coned over?

Wes Myers, Sanitation Supervisor: We don't have anything in place when it comes to putting a note on their can. It is in the ordinances that snow-coning is not allowed. Depending on the severity of it, our driver will either pick it up or refuse it, and then we'll get a call. That's when we explain to them, and we will go back and pick it up, but we like to make sure we can give the customers the ability to ask us, talk to us, we can

inform them, educate them, and then take care of it from there on. We do have some policies in the ordinances that address that.

Alona Neibergall, Human Resources Specialist, reported the following:

- We currently have 7 positions open, with 1 (possibly 2) pending. We will be interviewing this afternoon to fill one of those positions. Hopefully, we'll be down to 4.
- In November, we hired a finance specialist. She is going to be doing the bulk of the payroll process moving forward, her name is Karina. She hit the ground running and she's doing a great job.
- I will be moving forward with preparing the part of the pay study for the exempt employees. I will be following the same process we did for the non-exempt employees, making sure that the employees are placed on the highway correctly. I've been in contact with Valiant, the company that did the pay study, and I'll be reaching out for guidance if needed.
- In the last four years, prices for benefits and the mandatory PERA contributions have increased for our employees. I found out yesterday that PERA will not be increasing this fiscal year. However, for benefits in January, they rolled out a half-year's benefits. The employee benefit program will end at the end of June, and then the state is restructuring the benefits coming July. That's to align with the fiscal year instead of the calendar year. Employees will have more options come July, and hopefully they'll be in open enrollment. They said March, but I'm guessing later towards July.
- Some goals I will be working on this year will be building out a training program, updating policies, and finishing up job descriptions.

Mayor Hechler: Thank you for that report. 7 positions open is better than it was, so good job with the positive movement.

Alona Neibergall, Human Resources Specialist: About half, yeah, thank you.

City Manager Whitehead: Just to add a comment in support, the decision we made when we did the study was to take care of the lower end, those employees that were working by the hour, and then we would consider and do the salaried employees, so we're on that trend. That will be a full presentation to you during the budget process. Alona will prepare all the information, and that will be what we will interject into the budget.

Jocelyn Holguin, Chief Financial Officer, reported the following:

- The city recently completed the audit for fiscal year 24/25. It was successfully turned over to the state auditor in time, including the federal single audit. We are now waiting for the state auditor to accept the final audit, and to publish prior to releasing any further information as required by law. I would like to extend my gratitude to the entire city staff, as they were very supportive in fulfilling this process.

- Miss Kerin Salcedo, our Accounting Officer, has successfully completed second quarter reporting to the state, which in turn, has been fully accepted. The Finance Department is committed to ensuring that we continue to exceed our expectations of the past, and move forward to continue professional growth to the future of the city. We are fully staffed with the payroll specialist's departure. We now have redefined positions with Miss Karina Gomez as our Finance Specialist. She has exceeded our expectations and has taken on multi-functional tasks to assist with the office needs.
- As I reported to the department heads during the recent meeting which was held last Wednesday, the mid-year trend is on point with the departments staying within budget. We have a couple of departments we will need to adjust accordingly, including the portions from the enterprise funds for their part in the expenses for utilities, insurance, and other coverages, including the administrative costs, which will be placed on a future BAR once the reviews have been completed and calculated. This process will then bring the general fund back on the revenue from the expenses the fund has been covering. Our next phase will begin the budget process for the new fiscal year 26/27.
- The Finance Department will be conducting a training of the Tyler system for pre-budgets on February 24th, there will be two timeslots for the course, one at 8am and the other at 1pm, either via Zoom or at the Gardner Learning Center for a classroom-like setting. I have sent out an email to invite the Commission to participate and gain an understanding of the new process prior to the pre-budget review. I will stand for any questions, thank you.

Commissioner Glines: When do we expect to hear back from the state auditor?

Jocelyn Holguin, Chief Financial Officer: They were delayed because of the extension. We were advised that it probably won't be any time soon. I don't have an answer for that.

City Manager Whitehead: I would just indicate, based on last year, we didn't receive the audit until probably August of last year, and it was timely filed in December. So I would anticipate, over the summer is probably when we would get the notification that we could then review it. That seems to be their trend on that.

Jocelyn Holguin, Chief Financial Officer: Once it's accepted, they'll publish, and then we'll bring it back to the Commission.

Mayor Hechler: So we've completed the budgetary process. That means that we'll be eligible to apply for funding and things of that nature? Or do we wait until we get the results of the audit?

City Manager Whitehead: I apologize, can you rephrase the question? You said budget.

Mayor Hechler: Well since we completed the budgetary process, we met our deadlines. Does that keep us eligible for application of additional funds? Or do we have to get the results?

Jocelyn Holguin, Chief Financial Officer: It depends on the funding source you're requesting from. There are certain funding sources that require the audit, and some don't. So it would depend based on that.

Mayor Hechler: For instance, we are going to be applying for Colonias and other things.

City Manager Whitehead: Absolutely. We've had presentations where the board and those sitting on that board would say, "Are your audits turned in?" we have the ability, if you go to the state auditor's website, it will indicate that the submission of our audit is timely and we're current. Jocelyn would be correct, we can't talk about the findings, we can't go over it, we couldn't give that to that board, but we would be able to indicate that we are current, and we are timely, if we were applying for a grant that asks that. We do get that question asked a lot, that's an important thing and that's why Jocelyn was very focused on getting that in on time, because it's a big trigger with grants and those processes. With confidence, I tell you we are timely and we are able to continue moving down the road with anything that we would need to apply for.

Mayor Hechler: Okay, thank you.

City Manager Whitehead: Just to wrap up the reports, the Library was due to be here today, and I couldn't get there on Tuesday, so we've agreed that we will go back over the library at the next quarter. Pat and the staff are doing a great job over there at the library, and then the golf course was also due to be here today, they're just busy. I would indicate that the positive trend continues to work forward. We've really identified, I think all the sprinklers are now found and exposed, almost operational. They've replaced a controller, so this summer we should have the majority of the sprinkler system working on the electronics like it should. We have one pump down, it's at the shop getting repaired, but the second pump is working. Just across the board, the trends seem to be very positive there, play is up, and we're seeing people out there. I was there Saturday in the morning and there were a lot of folks out there, then yesterday, I stopped in the evening, and they were there until about 6pm. The high school golf team is now preparing for their season, so those kids were out there. So your golf course is busy. With that, I will stand for nay last questions and that will wrap up these reports.

2. City Commission Reports:

Mayor Pro-Tem Mitchell reported the following:

- First I wanted to say that we've spent a lot of time in Santa Fe in the past three weeks, I will let Mayor Hechler report on our activities there, but it was good to meet with our legislature and with the governor's chief of staff, it was very interesting to see how the process worked and I was happy to be there

- As the Commission liaison to the T or C Recycling Committee, Sustainable T or C, we're working on launching an educational campaign informing the public of what items can be recycled. We had a wonderful open house at the Sanitation Department on January 23rd, it was very well-attended. It was funny to see a long-time pro-recycling advocate say, "Well I didn't know you could recycle that." So really getting the word out there education-wise for 2026 is something that committee is really committed to doing.
- As the Commission appointee to the Sierra County Recreation and Tourism Board, I attended the first meeting there on January 6th. I was excited to meet all the players on the board. They meet quarterly, but they seem to be very involved in tourism and recreation in Sierra County, so I'm glad to be a part of that.
- On January 29th, I met with the Jornada Resource Conservation and Development Board. I've been their liaison from the Commission for the past four years. Continuing that, they have a lot of projects coming up, mainly the Turtleback Trails Network. They're working alongside with that, and getting us funds, and inviting the Commission to the Dam Owners Conference, which is the first week of May, and I would really like to see someone from the Commission or city management go to that. It's very educational and informative, and Merry Jo says "Hi". That's all I've got today.

Commissioner Hoeppner reported the following:

- I just wanted to say it was an honor representing the community up in Santa Fe. I think it was successful for us. Like Mayor Pro-Tem mentioned, the Mayor will update you all about that. It is really interesting to see how things work in Santa Fe, how much effort and work they put in. They are really running around everywhere, with voting and trying their best to be there for us. The nice thing is that we have good representation in Santa Fe. It was a very informative event, and we learned a lot. It was amazing to go and represent the city.
- It is Art Hop time this Saturday, I would like to invite everybody to check us out and to come downtown and see what galleries and different businesses are providing for our guests and tourists. It is also Valentine's Day so it is a day of love. I hope to see you all out there.

Commissioner Glines reported the following:

- I was also proud to go to Santa Fe and represent our community. I'm learning a lot still, as it is. I learned a lot about how our legislature actually operates, as Commission Hoeppner said. The speed at which they're moving is impressive, to say the least. I'm glad they fit us in, they actually sat down and listened to us. It was rewarding.
- I've got a new baby, so I'm pretty busy, but a bit about what I'm up to: at the start of this month, the Sierra County Arts Gala on February 6th, that was really impressive. It was their 30th anniversary, and it was an great example of downtown and the community event itself. Grapes Gallery is fantastic, we had a good time. It was just a great overall representation of the community and I really enjoyed attending.

- Right now, I'm going through the New Mexico Municipal League PowerPoints that were sent to us. I'm just trying to learn at a rapid pace while I'm actively fulfilling my seat right now. Thank you.

Mayor Hechler reported the following:

- I'll keep my report pretty brief – I've made four trips to Santa Fe so far, two with the majority of our Commissioners and two with City Manager Whitehead. It's amazing to me how things change from one trip to the next. We have to constantly stay in contact with our senator and our representatives because they have so many things going on at the same time, we have to make sure they stay on track for us. Our representatives and our senator have various representations in our community. For instance, Rebecca Dow only has 12% of our community in her district, yet she's really supporting us. What I'm hoping to see as fruits of our labor from our visit is this. So, we spent some time with Diego Arencon for the governor's office. We made a heavy push for capital money in the line of the line at the sewer plant. If you'll remember, the governor gave us \$1 million last year, we have some bond money that we may throw into it. The goal is, if we can be successful in getting some additional capital money, is to not have to increase fees. We're working really hard to get ahead of the game so that we can get several million dollars for the sewer plant so that we can make our improvements. Knowing what the goal is and how we're going to get there is really important, so we made these visits. I did follow up on those particular visits, I sent another email to Chairman Arencon, I also sent an email to our lobbyists asking them to follow up. We're making a strong push to try to get support of this \$3 million for our sewer plant, I think that's important. This is a short session, having only made four trips I guess is okay, next year is a long session and I'm sure we'll make more. So that's the major part of the report I have today.
- In addition to that, I've been corresponding to Ala Alhalholy, she is the congressional field representative for representative Vasquez. Manager Whitehead, she wants to come to our community on Friday, perhaps we can find a few minutes to meet with her. The former field representative is the one we were working with for Clancy Street, if you'll remember, we have \$1.5 million in the hopper, it's at the federal level, we haven't been informed yet on if we've received it or not. We haven't been informed yet that we didn't, so I'm hoping that we get that up for the Clancy Street lift station. Let's meet with her on Friday if we can, spend a little time with her, and maybe start thinking about another project you want to try to put into the hopper that we can request funding for, and we'll move ahead on that.
- On January 30th, I attended a presentation from Lancing Adams, our state tourism director. He informed us on some grant opportunities, as well as other general information for our communities. It was nice to have that meeting with him and to finally get the information that we needed. There's some good stuff in there, that maybe we can apply for, for the Lee Belle Johnson center and things of that nature. I forgot to mention this at the beginning part of my presentation, but we probably will get some funding for the Lee Belle Johnson center, we've requested a half a million dollars, I think we've got support for that. We won't

know until it actually comes, but it looks pretty good. It also looks like we're going to get some funding for Marie Street from our two representatives. At least we'll have enough money for planning and things of that nature, it's looking pretty positive, again, we don't know definitively, but hopefully that's what will happen. If we have at least enough money for planning for Marie then we can go forward and you'll see later on that we're going to Colonias and some other places for additional funding, so I think that will set us up nicely to have another successful year in getting the money that we need. I think that concludes my report, thank you.

3. City Attorney Reports.

City Attorney Rubin reported the following:

- I don't really have anything specific to report on, I will just say that in the last week or so I've had the pleasure of working with Gary and Traci on several routine items, we're making progress, and I imagine sometime in the near future, we'll have some stuff on the agenda for the Commission to consider, but everything seems to be going smoothly at this point.

E. CONSENT CALENDAR:

1. **City Commission Regular Minutes, January 16, 2026**
2. **City Commission Regular Minutes, January 28, 2026**
3. **Acknowledge Golf Course/Recreation Advisory Board Minutes, January 5, 2026**
4. **January 2026 Accounts Payable**
5. **Take Home Vehicle Form: Streets 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.

F. ORDINANCES/RESOLUTIONS/ZONING

1. **Discussion/Action: Resolution No. 36 25/26 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer**

Jocelyn Holguin, Chief Financial Officer: As you see in the packet, there's a large amount of BARs for this approval. As I had mentioned in the past, we've been trying to clean up the numbers from previous finance directors and whomever handled the budgets. As we move forward – and I've been here a year so we've come a long way but there's still a ways to go – some of the things we're adding to the BAR:

- For the first example, we budgeted \$5,000 for the animal shelter donations, but Tara received \$858 more, so we're adjusting the budget to increase for her animal shelter donation fund, which is \$5,885.

- On item number two, the Finance Department (as I mentioned in my report) had our payroll specialist have an early retirement, which we were not prepared for, and the PD had a person leave their department as well, so these were payouts as part of the delayed comp.
- Item number three is just the expense that was made for the Shop With a Cop. We didn't know exactly how much money would be in until all the numbers were in, and the amount was \$6,597 which was pretty good for the donations they received, in combination with the leftovers from last year. So we're just adjusting the budget for that.
- For items 4 and down through 6, as I mentioned this was on budgets before I was here so some of the numbers were not exact to the award documents, so this was basically an accounting process on our part, and for transparency to show that we're fixing the numbers according to how they were supposed to initially be, versus the way they were submitted. Moving forward, hopefully after this cleanup we won't have these kinds of BARs in the future. I would like them to be exactly as the contract is listed. I'm not sure exactly how these numbers got here, but we're cleaning them up now, is what's happening, so this is basically for reporting. As you can see, on the red where it says completed, the majority of these projects are already done, so these are just adjusting the numbers to clean them up and cancel out.
- Number 7 is the same concept as well. If you look on the green, green being for increase and the pinkish color being decrease, so that shows you how we're doing it.
- On item 8, it's for WSPI-1 that we are increasing the budget for to make sure the numbers are correct on that one as well.
- Number 9 is another adjustment to clean up.
- Number 10 down to the water is another adjustment that we were doing for the projects that were completed. The Foch Street project, for some reason we missed putting that into the BAR to have it in the numbers, so that's just adding it to make sure we have all the numbers that are complete for all the awards.
- For The water state grant, I'll defer to Traci on this one

Assistant City Manager Alvarez: This is just another cleanup, when we were transitioning budgets from previous years that were identified within different departments, this one here was combined. Kerin's just splitting that one out.

Mayor Hechler: Which one are you on?

Jocelyn Holguin, Chief Financial Officer: Number 10, it's 380-7034-32380 labeled "Wtr-State Grant". So that's right. Initially the funding sources were combined, which we're not technically supposed to do, so this is separating them the way they're supposed to be separated and identified as individual. The Foch Street is basically what I mentioned just a second ago, to make sure all the Foch Street funding is accurate and in the financial system.

- The other one we have, item 1 on a separate document, is for the SJOA for vehicle purchase of \$88,000 that was awarded.

CITY COMMISSION FEBRUARY 11, 2026 REGULAR MEETING MINUTES

I know this is a little frustrating, but I have to do it in order to clean up the numbers. I will stand for any questions.

Mayor Hechler: There's an attachment at the end of your budget adjustments with a bunch of numbers on it with no reference, what's all that about? Page 156.

City Clerk Torres: That might have been a part of the excel sheet that was in the back, so just disregard that.

Mayor Hechler: On item number 2, the separation of money that we paid for folks that are retiring, that will be budgeted for next year, right? You'll anticipate who's going to retire and figure out how to budget that so we don't have to –

City Manager Whitehead: That's a tough question. The conversation amongst employees might be, "I'm thinking about retiring." But if you're asking me to budget repairing a building or put money into deferred comp so I can make sure if somebody decides to retire, I'm going to make that 0 and I will put the money where I know that I'm going to spend it. That's what you have here, it's really hard to say, "I really think Angela's going to retire, let me figure out how many hours she's going to have on the exact day that she retires that we're going to owe her for." And just set that aside in a budget. I'm going to say no, we're probably going to continue to operate like this, and when an employee decides it's their time and they want to move on, and we owe them some compensation for their sick leave or vacation time, we'll just do it as an adjustment like this, because it's hard to budget.

Jocelyn Holguin, Chief Financial Officer: Like for our department, Mindee just lucked out and somebody gave her a lot of money for her house.

Mayor Hechler: So, you don't factor in when somebody gets eligible, you don't just automatically assume that, "Well they're eligible, they're probably going to go." Should we anticipate that? And Part B of that question is that it's the tendency of employees to try to increase their numbers before they retire, and we should have policies in place that try to protect the city. So how does that balance work?

City Manager Whitehead: Well one of the things that I asked and kind of instituted when I came on board, we put a notice on in July this year, that we would not allow any accrual beyond the 240, and we're requiring and constantly asking staff that if they get up around 240 or 230, you need to take time off, you need to make the time. So, it feels like those that have been around a minute are averaging around 200. I would need to go in and look with Alona to find out how many, but I don't feel like when I look at the leave calculator that we have, that there's a significant amount of employees that have a lot of leave coming. We have a lot of senior staff that have been around a lot, and we have a lot of new staff. I still would just say, it would not be in our best interest to necessarily budget \$10,000 from everyone's department in case someone decides to leave. Even if they didn't retire, if somebody worked for us for 4, 5, or 6 years and had that, and they decided to take another job somewhere else, it could happen to us. We

would look at that, and through my first year here, it's tough when you get those, but I don't know that that would be our best idea to budget, to set that side of the money aside.

Mayor Hechler: Okay, I just thought it was a significant hit, so I'm just looking at it.

City Manager Whitehead: And just to support Jocelyn and the staff, she had a lot to talk about here, and if you'll remember this year in the budget, we did create divisions amongst all of our projects, they're all in the 300 account, and then we found times where, I think there was one for USDA, where they budgeted it under USDA and then they budgeted under WSPI-1 so it's not a problem, it just kind of ended up as an entry into the accounting system twice. There are a lot of things like that, and maybe the expenditures, if you go look, some of those are really low, there's an \$1,800 change, we just didn't spend all the grant money, so you've got a line item open with a few dollars in it, and there's no reason to carry that, we ought to have a clean set of books, and that's really what you're looking at here. The finance team did a good job and they continue to on cleaning these items up.

Mayor Hechler: Okay, thank you sir.

Commissioner Glines made a motion to approve Resolution No. 36 25/26 Budget Adjustment Request. Mayor Pro-Tem Mitchell and Commissioner Hoeppepner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 37 25/26 Budget Adjustment Request.

Jocelyn Holguin, Chief Financial Officer: This one is the SJOA one.

City Manager Whitehead: And again, just to support on this, Jocelyn did advise you on the last item, but the SJOA received emergency funding and we are the fiscal agent, so the funds came in and we need to account for them so we can get them to buy a new van.

Commissioner Hoeppepner made a motion to approve Resolution No. 37 25/26 Budget Adjustment Request. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Revised Notice of Intent and Resolution No. 38 25/26 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund.

Assistant City Manager Alvarez: We previously brought to you two notices of intents, one for the Electric Department, and one for Marie Street to apply for Colonias funding. This particular item pertains to the Electric Department, I'm bringing you back a revised notice of intent because we've decided to increase our request from \$5 million to \$12 million for the Electric Department, and with the application process, a resolution to submit application through Colonias is required. With that, I'll stand for any questions.

City Attorney Rubin: I was just going to ask, per the resolution, "The City will be committed to a 10% match." is that the way I'm reading this?

Mayor Hechler: Right. You and I have had this discussion, Mr. Whitehead, but since we own our own utility, are we able to apply for Colonias funds? Have you figured that question out yet?

City Manager Whitehead: I won't know until this happens. As you know, we've been working really close with the Council of Governments, they have a grant writer that's able to support us, so Gwen has been working for some time with the Electric Department, trying to find avenues for grants and funding spots that could help us. The executive director, Jay Armijo, is involved in this, he also sits on the Colonias board, so he's the reason that we've upped the ask. He requested that we go ahead and apply for the full amount that we can, we've moved the request into the housing side of the requests for Colonias, so we're really rolling the dice here to see if this isn't a funding source. I can't answer saying we will be successful, but I feel some level of confidence since someone who sits on the Colonias board, that reviews those applications, has kind of guided us a little bit to think about how we might put in this application. That's where we're at. The nice part, from the water side, we could apply, but again, we will have a 10% loan, the staff felt like our plate is full with water at this moment, and we didn't want to potentially be looking at those two costs to the city, but the Electric Department is pretty solvent, and if we were fortunate enough to get the \$12 million, we could easily handle the \$1.2 million match, and \$12 million would be an incredible shot in the arm for our grid.

Mayor Hechler: I remember during our assessment, most of our poles are more than 38 years old, so they have no evaluation, and that entered into our decision-making process, and we decided not to sell the Electric Department, I think that was a good move. So there's a total of \$80 million available, and 15% of that is around \$12 million. What was the strategy of asking for the full 15% instead of just going half? Do you think we have a better shot at going half?

City Manager Whitehead: Our representative from the Council of Governments, who sits on the Colonias board, gave us a strong indication that we should make the application

for the full amount we're entitled to. I would assume, the impression would be that it's probably eligible for funding, and if we ask for all of it, then the board could come back and do their math, and we may get \$1 million, or we could get \$6 million. That was the intention that I took from our conversation with the director there.

Mayor Hechler: And it seems like the request is really simple, just for poles, so it can't be used for anything else.

City Manager Whitehead: Oh this could be used for everything, we're applying for it for system-wide grid improvements.

Mayor Hechler: Okay.

City Manager Whitehead: So we would use it for poles, transformers, conductor that's not wire, Bo if you're listening, conductor. We also do have another grant in for the resiliency fund, where we've applied for I think \$2.5 million for our substation rehab. So we're attempting to find as many pots of money as we can, and we do have \$1 million ask in to the governor for a transformer. So we're attempting to find any pot of money that might be available. The answers may be no, we may find out that they say, "You're a municipally-owned Electric Department, it's not eligible." but we won't know until we ask.

Mayor Hechler: No, I think it's a good ask, I'm just making sure.

Mayor Pro-Tem Mitchell made a motion to approve the revised Notice of Intent and Resolution No. 38 25/26 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 39 25/26 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund.

Assistant City Manager Alvarez: As stated before, this is just one of the steps that's required to apply for Colonias funding, we have to have the resolution to complete the application and submit. This one is for Marie Street, with a total project cost of \$1.5 million. We're asking for a grant of \$1.3 million, that would require a 10% match of \$136,000 or so, with a loan component of \$136,000. I stand for questions.

Commissioner Glines: My first thought is, where do we stand with our ICIP to Marie Street for the funding we asked for in Santa Fe, along with this new street improvement?

City Manager Whitehead: As you saw, there was a process in getting capital from Santa Fe, I think our three representatives have indicated that they are putting some level of funding into Marie Street, so we think we've arranged about \$150,000 from them, which we requested it for planning, design, and construction. It's not going to go far in the construction side, but you do it that way so you can use it for everything. We hope that if that comes through, we would be ready in July to enter into a contract with someone to start the design work on Marie Street. This ask would then come on top of that, where we would know we would have the \$1.5 million. The nice part about Colonias funding is that you can phase it, they're okay with that, and we know \$1.5 million is probably not going to get Marie Street done like we would like to, there are three major water lines that run on the West side of Marie Street, we have our effluent line, we have the main service line that fills the tanks, and we have a service line that feeds the area there. Other than that, the water side of Marie Street is pretty simplistic, it generally crosses there at Kopra, and there's access on Foch. That's where we would be on those, so that's the vision. If we get that \$150,000, we'll do the planning, design, get that kicked off. Part two of that is, Commissioner Fahl was adamant that we get that dam on Marie Street redesigned. I've spoken with some engineers on how we would do hydrology on that to take care of that, so we could use that study for part of that as well. I hope that answers your question.

Commissioner Glines: That answers it, thank you.

Mayor Hechler: If we do get some funding from our legislatures, would that be able to be used for match?

City Manager Whitehead: No, capital outlay cannot be used for match.

Mayor Hechler: Okay, so we're going to have to come up with that anyway.

City Manager Whitehead: We would have to come up with that. Streets, we ended up with a little under \$300,000 a year off of the gross receipts tax that we have for street funding. So that's what we'll be using this year to fix the roads, we're going to use that to help us pay for the street sweeper, so that we could get to the match on this amount.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 39 25/26 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund. Commissioner Hoeppe and Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution No. 40 25/26 Approve Resolution and Purchase Agreement pertaining to the Sale of 612 E. 2nd Street, Truth or Consequences, New Mexico.

City Manager Whitehead: In your packet you have the information. Early last year, this individual reached out to us and made us an offer. The city took over this property many years back, 2017 I think, we have several properties that are sitting on our inventory that we need to figure out a process to move forward to liquidate those and take some proposals. This individual made us an offer last year of \$10,000. Looking at the appraisal, and looking at the piece of property, my first instinct was that it's probably worth a little more than that, but I met with the individual, we had a good conversation, we made a counter-proposal at \$15,000 and the individual said it wasn't timely for him, he didn't feel like he could do it, and he has since come back and has made a counter-offer matching that \$15,000 offer. We think everything is in order from his original proposal, we've looked at it, the city does have the ability under \$25,000 to sell a piece of property, it is compliant, and we do have the ability to sell at less than appraised value, so our recommendation is to move forward and accept the purchase agreement. Didn't think there was any reason to present this in executive session, this is a pretty straightforward proposal and offer. With that, I'll stand for additional questions.

Mayor Pro-Tem Mitchell: I have one question, are there any buildings on this property?

City Manager Whitehead: There are no buildings. We maintain it yearly, we have to keep the weeds and those kinds of things in check. It's a nice piece of property, it's a completely vacant piece of land.

City Attorney Rubin: I'll just elaborate with one legal point, just to go forth with what Mr. Whitehead said, yes you have the legal right to sell property below the appraised value pursuant to 3-54-1B, and I think the 6th 'whereas' in the resolution is the important aspect of that. Again, you can sell property below the appraised value, as long as you put forth in the resolution your reasons for doing so, and here, we have said that "the City has advertised and marketed the real property on numerous occasions over the past several years. The City has not received any other reasonable offers, and the City is not optimistic that a more favorable offer will be forthcoming in the future" so that's the reason as to why you're going forward. That was important to put that in there, I thought.

Mayor Hechler: Yep, I think so.

City Manager Whitehead: When we had this on the agenda a year ago, I received one call after the meeting inquiring about the property, and they never came back. I indicated, our first thing would be, to be honorable, if somebody comes in and makes an offer on a piece of property, we should see that to its full and make a decision, but no one came back after it was published and offered, etc. So we've not received any other inquiries or offers on this particular piece of property. The property owner lives in the

neighborhood, he has a home, it's connected to this person's property, so it'll make a nice connection for what they're doing in the neighborhood.

Mayor Hechler: No, it makes sense. I remember the correspondence we received before and it was good for us not to sell it at the time. So, hey, we made a little bit more money.

City Manager Whitehead: We got closer. Let me just reiterate, the offer to us is \$15,000 in total, so we'll have some closing costs, and those kinds of items, then we'll pick a title company, if the Commission approves this, and we would have those costs associated with this.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 40 25/26 and approve Resolution and Purchase Agreement pertaining to the Sale of 612 E. 2nd Street, Truth or Consequences, New Mexico. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. NEW BUSINESS

1. Discussion/Action: Best Friends Grant.

Tara Manning, Animal Shelter Supervisor: This grant is from Best Friends. A little backstory on how we got the grant, as you know in November of 2024, and I think in May of 2025, we got the Best Friends grants, one's for the adoption and one was for the medical grant. Part of the stipulation was that we had to put our data, as far as how animals came into the shelter and how they left the shelter, onto this website, [Shelter Pet Data Alliance](#), and we had to do it in a timely manner. I did it all the time on the first of the month, because I do my reports, and it was part of their first stipulation for the other two grants we had received, so I got in the habit of it. Apparently, what happened is if you put your information in on a timely manner, you got entered into this drawing for a grant. So they picked five shelters and rescues across the entire country, just five, to get \$5,000 each, and we were one of them. So that is beyond exciting. We found out about it, so this is just for the approval of it because we found out about it, it had to be docu-signed and submitted back to them within about three days because it was very time-sensitive. So what we're looking at here is just for the approval of it at this point, it has already been signed and sent off, and the check is actually on its way already. I will stand for any questions, concerns.

Mayor Pro-Tem Mitchell: What do you expect to use this money for?

Tara Manning, Animal Shelter Supervisor: That is totally up to what the shelter needs. I did ask Best Friends as far as what shelters have done with it in the past, a lot of them will use it for training to better their staff, or to better technology, because let's face it, everything changes all the time as far as illnesses, medications, what we can do for shelter care, some use it for shelter supplies, some use it towards buildings like if we

needed a storage shed for anything, it is an open-ended grant. It is something I'm currently working on putting some suggestions together, and then I'll be sitting down with City Manager Whitehead to come up with how we want to use it. I have no idea currently what exactly to use it for, because that's a good chunk of money, but I'm sure I can find something.

Mayor Hechler: That's a nice problem to have.

Tara Manning, Animal Shelter Supervisor: It's a nice problem to have, exactly.

Mayor Pro-Tem Mitchell: I was thinking a doggie swimming pool.

Tara Manning, Animal Shelter Supervisor: I am not opposed to that.

Mayor Hechler: Ms. Manning, obviously your passion for our animal friends manifests itself into continued revenue sources for our shelter. Thank you so much for your dedication to your job, and keep up the good work. It's nice to have you here.

Tara Manning, Animal Shelter Supervisor: Thank you, it means a lot to me.

Mayor Pro-Tem Mitchell made a motion to approve the Best Friends Grant. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Contract Agreement Amendment Proposal – Wilson & Co. Critical Waterline Project.

Assistant City Manager Alvarez: City Manager Whitehead updated the Commission on this change order at the last meeting during his manager report. Upon further discussion, we decided that this needed to come back to the Commission for official action. So that's why we're bringing it back. With that, I'll turn it over to City Manager Whitehead.

City Manager Whitehead: Yes, again, this is part of our critical water line project, which is our \$17.5 million water project. The Commission, in 2022, approved the HUD grant application. When I reviewed this purchase order against the HUD grant, it appeared that the Commission had approved the amounts in the contract with Wilson & Company to perform the design, the construction, construction management, bidding, and those items. However, when we went back to look, we had not approved the full amount in the purchase order amount. If you look at the documents that are presented, you can see the HUD document talks about the project being a \$20 million project, that's what the Commission, through work with Wilson & Company and your PER, indicated that fixing those water lines in the Steel Street areas would effectively cost us. Wilson & Company provided you a proposal of \$3.1 million to do that design work for that \$20 million project. That design also includes all the construction management. The action you took

at that time was, you received a \$1.6 million grant from senator Heinrich, that was eligible to be used, it covers our match, and it was eligible to be used for planning. So, the purchase order you let and the contract was for \$1.6 million for partial planning and design. In this particular case, all we're doing is now asking you to complete the purchase order, give us authorization to grant the \$1.4 million that Wilson will need to finish the design work of critical water, and then as we move into the bidding and the construction management. So, this will get the project for its full three years. That's why we brought that back, and when I had reviewed the HUD, I saw that approval, but again, the purchase order was not done correctly, so this did require that it come back to you for approval. I hope I've explained that well.

City Attorney Rubin: I thought you did a really good job explaining this to me yesterday, because I was in the dark. I saw these in the packet, seeing these lengthy contracts, "Oh my gosh do I need to refamiliarize myself with all this again?" but actually, it's a much more simple concept. If you look in your packet, you'll see here the change order request, there it is right there in black and white in the amount of \$1,415,774.75 total increase. Mr. Whitehead then showed me the line item budget where he actually identified where the money is going to be going, and it adds up to \$1.4 million. So that was the easy way for me to understand what's going on here.

Mayor Hechler: I just have a couple general questions. So, we're talking about installation of over 37,000 linear feet of water line, that's the project, right?

City Manager Whitehead: Correct.

Mayor Hechler: Okay. What happens, and what's occurred in the past is that we've had disruptions. Is there a disruption plan if we affect the hospital or the schools? Should that be in the contract? Is there a discussion about that? How do we plan on handling that? One of the things I would recommend is that we have the maintenance supervisors at the hospital and/or the schools present at some of our meetings so that they can hear, not only what we're doing and what areas we're affecting, but I'd like to have some assurances that, "Hey, if there's an incident where we disrupt a water line, this is how we're going to go around that so that we can ensure that you have water." is that a discussion we need to have with our engineers? Or how does that work?

City Manager Whitehead: Yes, I think it's a discussion we will continue to have with our engineers, and it is ongoing. If we go back to the water break that happened a month ago when the new construction started and shut the schools down. We've had a face-to-face meeting with the schools, they are now in our email chain of all the information that's happening. In this particular project, critical water, we shouldn't have any effect on the schools or that infrastructure at the hospital, including the fire department, all in that area, because this will be over on the Street Streets. We will have disruption to, potentially, our wastewater plant, we could have disruptions to Williamsburg. So we will continue to mature that, at the session in Santa Fe, we spoke with the legislatures about looking at ways we could fund, the school is asking for ways that they could find some workarounds, so yeah the conversation needs to keep going and we will continue to ask

our engineers to consider the downside. We approved a change order yesterday on the shovel-ready project. I think we'll be bringing that to you for your review, but it's to install an item called an insta-valve, and that is an emergency measure that the contractor could then use if they break a line, or a line breaks – I don't want to say a contractor because in our original case, they didn't break the line they just exposed it and it broke - but we've added \$60,000 in shovel-ready so that we would have the contingency for this item called insta-valve to be able to do that. I think we just have to keep talking about it and work on it.

Mayor Hechler: Okay, yeah, I just wanted to make sure that was on the radar somewhere, because it's going to happen. We have three years, \$50 million, there will be issues that will arise and I just want to make sure that we have a way out when those things happen.

City Manager Whitehead: And I would add, in this particular project, a big chunk of it, \$750,000 of this, is not going to be spent at this moment, it's really for the construction phase. Traci and I began to start looking at that piece, we had a good conversation yesterday on the Cantrell project, to really have them assess to us, what that construction management is going to look like, to make sure that we are getting the best dollar. My hope is that we don't spend everything that they have, but yet we still need to make sure that we're getting good inspection on these projects. I certainly don't want to be the one that said, "Yeah let's cover that and that compaction looks like it's okay." I'm not qualified to do so, you have to keep that in mind. We want a quality project, and it takes dollars to pay those engineers to manage it, but we'll continue to work and tighten our belt there. No matter what we end up with, let's say we only get \$32,000 linear feet of pipe because of the bidding, it looks like the prices are better, the entire design for that area will be complete. So we would not have to go spend more dollars – PER's done, engineering's done, so we could go find the money that we need to finish it if we ended up short on our bid. We're paying them for a 100% design and concept.

Mayor Hechler: Okay, thank you.

Mayor Pro-Tem Mitchell made a motion to approve the Contract Agreement Amendment Proposal – Wilson & Co. Critical Waterline Project. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Update: Capital Project List.

Assistant City Manager Alvarez: I'm not going to spend the time and go project by project, I think you guys are very familiar with all the projects that are on here. I just wanted to highlight a couple of points. Currently, the city has obtained and we have in our coffers almost \$70 million in funds for various projects from the airport, animal shelter, parks, streets, water, wastewater. The other item I'll highlight on your second page of that, is that over the last year and a half, we have completed a little over \$17

million in projects for the various departments as well, those projects were funded and they've been fully completed. Some of these would reference some of those projects we're cleaning up on the BAR. Your next section is going to be pending and future applications, these are items that have been brought to the Commission or ones that you guys are familiar with through the legislative process. We currently have approximately \$25 million in projects that we're applying for. On the last page is just the list of the ones that we do for fiscal agents, so that's going to be your MainStreet and Foch Street projects, and then the SJOA that we're fiscal agents for. With that, I'll stand for questions on any particular projects or funding sources that the Commission may have.

Mayor Pro-Tem Mitchell: This is very helpful to see.

Assistant City Manager Alvarez: As you can see, with all of these projects, especially the ones that we have full funding for, all of them include a lot of meetings. Not only, obviously bringing things to the Commission to update you on, but just internal meetings. All these departments are very involved in each one of these funding sources, construction meetings, engineering meetings, Gary's probably overloaded with a lot of meetings for some of these, you know. There's a lot of juggling, we're doing great.

Mayor Hechler: I have a general observation, these are the fruits of this Commission, previous Commissions, and our management's direction over the last several years, the culmination of what we have in front of us here today, it's a lot of work. I would say that we've been pretty successful. Now we have to put it into the ground and move forward with it, so good job to you guys, good job to our previous Commissions, previous mayors, you know, this is work that's been done over 4-5 years, it's coming to fruition now. I appreciate the hard work.

Mayor Pro-Tem Mitchell: I have one more question, on WSPI-1 and WSPI-2, we have grants for those but we also have a loan component. Where do those loans come from?

Assistant City Manager Alvarez: They come from the applicable department. In the case of WSPI-1 and WSPI-2, that's one of the loan components that's associated with our water enterprise fund.

Mayor Pro-Tem Mitchell: Okay, and then we have that as debt repayment, right? We pay that back?

Assistant City Manager Alvarez: Yeah, you'll see me come to the Commission here, hopefully very soon, with an ordinance for the WSPI-2 and we're going to pay off what we call the pre-development or the design loan that we have with Bank of the Southwest. We will bring it to you as a bridge loan, and that bridge loan will be for the full amount of the USDA WSPI loan. We'll use those loan funds to pay off the design portion for Bank of the Southwest. We'll have the remaining to move into the construction portion of WSPI-2. Once we spend all of our allowable loan funds, we'll

come back to you, USDA will pay off Bank of the Southwest, and then we will have only the loan portion that we'll be paying to USDA, which, it's a loan and it stinks, but at least it's very low interest through the USDA process.

Mayor Hechler: Well, it's nice to have everything together at our fingertips, see where we are. Good work, and thanks for keeping these up. You update these spreadsheets every day, don't you?

Assistant City Manager Alvarez: I try to update these as funding comes in, and I would say every few months. Just as a simplified breakdown, for each one of these projects that were funded, I have what's called a grant matrix, and that one tracks every invoice that we've paid, every request I've submitted for reimbursement for each project, as well as every time a reimbursement comes in. That's something I work closely with finance on, so we ensure that invoices are getting paid, reimbursement requests are getting submitted, and our funding is coming back through the grant. Those, I update very often.

Mayor Hechler: Okay.

City Manager Whitehead: Mayor, just to give you context, I spend some time trying to study other websites and communities to look at what they're doing. I happen to be on the City of Las Cruces, and they have 35 total community projects for a budget of \$53.2 million. The work you have exceeds the number that Las Cruces has for projects, and they have two more people that work for them, in every department.

Mayor Hechler: It's been an interesting ride, I'll put it that way. Thank you and good job.

4. Discussion/Action: Fire Department presentation request for purchase of Spartan ERV 500-Gal Pumper on International HV5.

Fire Chief Tooley: I'm presenting you a little appetizer to start with before the entrée: **(Copy is attached hereto and made a part thereof)**

This is just a printout, we did 190 calls last year, this is broken down, each page has a different section. The first page is strictly fire, then it goes into overpressure, explosion, etc. on page two. These are done by what we call the NFIRS (National Fire Incident Reporting System) codes, which has now changed to the NERIS (National Emergency Response Information System) codes. This all changed in the state of New Mexico. The 300 series, the third page, is anything that was rescue, medical, we did some automobile accidents, and it's split up on the graph showing with injuries versus without injuries. Page four shows hazardous conditions with no fire. Then we get into service calls in the 500 series, then good intent, and finally the last one is your false alarms and so forth. So you can see we can run quite a few false alarms, get cancelled in service, but this September we will be finishing our 103rd year as a volunteer organization to this community, so we're very proud of that. What you have in front of you for this

presentation to approve is a firetruck that we spec'd out through the state fire marshal's office. Currently, we got rid of our two small mini-pumpers, and what we needed was something a little bigger, we needed 4-wheel drive, we didn't need quite a class-A pumper, but we wanted the pump to be able to put it in service, that's why it's 1,250 gallons a minute. It only carries 500 gallons, but it allows us to get on some of these dirt roads behind the river and so forth and not take our big metro trucks out. This is going to fill a little niche, it's also got what we call an ultra-high pressure system in it, it's 1,500 PSI at 20 gallons per minute, and you can actually fight a lot of fire with that. So that'll help us with dumpster fires, car fires, and so forth. We have been working on this spec, we finally got it approved by the state fire marshal's office. We have this money set aside in our budget. With approval, it's still going to be a year or two before we see it, we're trying to lock in the price now. Believe it or not, this price, over \$700,000 – our 75 foot ladder truck that we bought, we started approval maybe in 2019 or 2020, we paid cash for that it was \$780,000 at that time – this truck is almost that price now, and the ladder truck is over \$1.4 million. So we're really trying to lock in the price right away so that we can keep it at this price, even though it's going to be a year or two before we actually see it. It'll be stationed at our south side there in Williamsburg, and we'll have a full compliment, we'll have four trucks out of the north side and four trucks out of the south side our of Williamsburg. I'll stand for any questions you may have.

City Manager Whitehead: Also, we have our CPO here, who will talk to you about the procurement side of the house to make sure everything is in order for that as well.

Fire Chief Tooley: I think currently we're carrying about \$1.2 million. We just got another allotment of \$200,000 or so. We received a little over \$500,000 each year. If we don't spend that, we have to justify to the state fire marshal why we're holding onto those funds. Part of that fund is going to be this \$700,000 truck here. So we're not asking for any money from the city, this is all coming from our fire fund, so we appreciate it.

Carlos Miyagishima, Chief Procurement Officer: Like Chief Tooley mentioned, the firetruck Spartan ERV 500 gallon pumper, that was part of the fire fund, which was exactly \$715,789. It was part of the Source Well contract, and we're just hoping to get that going.

City Manager Whitehead: So everything with procurement is in order for you? All items are ready to go?

Carlos Miyagishima, Chief Procurement Officer: Yeah, everything is good to go. We are just hoping to get it approved.

Mayor Hechler: The sole source, there's no place else we can go for this thing, right? It's pretty specialized.

City Manager Whitehead: It's not sole source, the purchasing contract is through Source Well. We have cooperative agreements, the Fire Department, they are participants in that, so this is being purchased through a Source Well agreement, and if you'll look at

the first page of the procurement, you can see they've provided the set contractual discount on the truck. That's the \$38,975 that the Fire Department receives for utilizing the Source Well agreement.

Fire Chief Tooley: Just one quick note on that, so the specs we have to put together have to be sent to the state fire marshal. So every little thing on that truck, from the paint, to everything on that truck, has to be approved. If there are any changes, then we have to go through the whole process again. It was a big jump for us to at least get the state fire to say, "Looks good, we can approve it and we can move forward." Thank you.

Mayor Pro-Tem Mitchell made a motion to approve the Fire Department purchase of the Spartan ERV 500-Gal Pumper International HV5. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin: The last comment Mr. Tooley said, where the money's not coming from the city's side, and I asked where it was coming from.

Fire Chief Tooley: We get asked that all the time. The state fire fund is generated from a sales tax on insurance, there's a 3% tax on all insurance, from homeowners to automobiles and so forth. That money is collected all year, and then it is split up based on your ISO rating and how many qualifiers you have to your Fire Departments in the community. We were able to get all of that money, finally, in 2020. We would get money, we would get money for the grant, and then they would take money to the general fund. We were able to finally get all that money in 2020, so that's why we had a big increase in our funding of about \$500,000, plus other grant monies that we can go after. But that's a great question, it's a 3% tax and everybody pays for it on your insurance.

Mayor Hechler: You opened up a couple of questions. Can you explain to us what the ISO rating is and how well we're doing as a volunteer Fire Department, and why we get all this money?

Fire Chief Tooley: So we have to go back a little ways, ISO has been around, it used to be the Insurance Service Organization. It is now owned by Verisk. They rate every Fire Department in the nation from a grade of 1-10, with 10 being the least, you don't have much coverage, and 1 being the best coverage. Not necessarily from the Fire Department, but also the water. It's basically a community judgement as far as what your insurance rates are based upon, so that ISO rating is done through the state of New Mexico with the state fire marshal's office. They come in and they basically go through us about every 5-10 years to re-evaluate your entire community, from your water system, to your communications, to the Fire Department, and your risk reduction. The state fire marshal has tied our money to that rating, so the better the rating you get, the more money you receive. So we are currently, still, the only all-volunteer Fire Department in the state of New Mexico that's a Class 2, and we're very proud of that, because we receive basically \$150,000 per qualifier, so each station, plus our

administration station at the city. Currently, right now we're receiving over \$500,000 a year, so we're very proud of that, and we try to be very frugal with our money. We don't ask for a lot from you guys because we do receive quite a bit, so that we can get all of our equipment, bunker gear, trucks, radios, whatever we need, we try to use strictly our state fire fund for that.

Mayor Hechler: Great. Thank you, Chief, and thank you for what you do.

City Manager Whitehead: I will just piggyback, if you heard him say that it's a community effort, it's not just about the trucks and the department, it is also our ability to deliver water. Currently, our system might be struggling with our water problems, to deliver the right pressure, and that's why it's important. Chief Tooley is in many of our meetings when it comes down to location of hydrants, and those items, he participates as well, because that ISO rating is about our community, not just the number of trucks we have. We've kind of transitioned into our next item, which will be the Baker Supply portion, so I'll hand it over to Carlos for that.

5. Discussion/Action: Approval of Purchase Requisitions over \$60,000.
a. Spartan ERV 500-Gal Pumper on International HV5
b. Baker Utility Supply Corp.

Carlos Miyagishima, Chief Procurement Officer: Yes, this is regarding Baker Utility Supply Corp. The Procurement Department, along with the Water Department, they issued a statewide price agreement contract, it was to fix water leaks, fixtures, etc. Previously, a few months ago, they had put up a requisition for \$40,000 and they wanted to do another requisition for \$40,000, obviously exceeding the \$60,000 threshold. This new one is for the same reason, to fix water leaks. That is what the Baker Utility Supply Corp is about.

Jocelyn Holguin, Chief Financial Officer: Which is also on state price agreement, which would allow us to move forward

City Manager Whitehead: Let me just also brief you, so under procurement, one of the rules indicates that you cannot divide procurement up to avoid the \$60,000 threshold. One of the concerns would be, "Well the manager has the ability to break those apart." You can't do so, so in this particular case, this is close enough to that threshold, even though it's a statewide price agreement, the purchasing is already done, but we did issue a PO for \$40,000 and the second \$40,000 would pass the \$60,000 threshold, by which I'm authorized to do so, it's relevant and important that it comes to you for that approval.

Mayor Pro-Tem Mitchell made a motion to approve the purchase requisitions for the Spartan ERV 500-Gal Pumper on International HV5 and the Baker Utility Supply Corp. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Talon Septic Lease Agreement.

City Manager Whitehead: Before you today is a final draft of the Talon Septic lease. If you'll remember, that lease expired at the end of December. In the middle of December, you granted us the ability to extend it for two months while we completed the work necessary. I think the contract inside your document has the – I left it in green when it was presented to you so you could see the items – so I'll try to go over those, and then we had some questions asked, and I'll attempt to answer these questions. Our tenant is also here with us, so you can ask additional questions of them. The first item that I'll bring up; this contract would start January 1st, 2026, so we're backdating it, it's important that we keep these on a normal course of business contract. We propose that this become a 5-year contract, renewing every 5 years. The original contract that the city allowed really was a temporary lease with the provision to purchase the land. It looked like the intent was for the lessee to ultimately end up buying the land. There were some conditions that happened when I first got here, they could not get an appraiser on board, we could not get to the title so we granted a small extension. Ultimately, they could not find an appraiser that would give them fair market value, or at least a value appraised on the land, so we began to explore other options. During that time, it became evident to me that – and this is a personal position as the city manager – I didn't feel like it was in our best interest to sell that piece of land, just to carve out a chunk of that particular area of land and liquidate it. I met with the lessee and discussed my visions and goals for that particular area, they concurred, provided that we could at least provide them an opportunity, if that existed in the future, to purchase, and then that they would have some ability for long-term. They are absolutely compliant on their permit, they've applied through the state to get the permit for this particular project they're doing for treating raw septage, and they didn't want the ability for the city to shut them down with a 30-day out clause, they've invested considerable dollars to be able to do so. That's where we settled on a 30-year lease, renewable every 5 years. To remind you and give you context, you have some term of a 99-year lease on a piece of landfill that we own that's connected to the current golf course. It sits in the middle of that piece of property, so I kind of looked at that and structured the lease off of those terms. It would be a 30-year lease, the Commission would look at it every 5 years. The next piece that I added to that would be a rate accelerator. This current market value will remain the same, the lease is currently at \$1,150 per month. So they'll continue to pay that for the next 5 years, and then at the end of that term, there'll be a calculation off of the CPI (Consumer price index) that would then allow the city to increase that at a reasonable rate, and a normal rate for doing so. The next items that we proposed changing that weren't in that, since the original lease was really intended to be short-term with the potential sale. So what we've done is cleaned it up to say, "It's a long-term lease, and the lessee does have the ability now to install items..." again, I kind of modeled this off of the lease that we have on the golf course land, where they would come to us to propose an improvement, and we would have to do so. Where this property is located, it's connected to the airport. It's on the East side of the highway as you go by the airport, so it's in the airport zone and it has restrictions, that's what item B – if you'll look at item B – that would indicate to the lessee that you couldn't put up a 7-story building on this piece of property, it wouldn't comply with the FAA. So they would

have those restrictions they would have to comply with, but they could put up buildings on this particular piece of property. The one condition that exists is that they are treating raw septage, and they are required every 5 years to go through that permit process, they're required to be compliant, so as long as they're compliant, the lease would be in order. However, if for some reason, the Environment Department decided they no longer wanted to grant the permit, we would extend them a lease for one year, which would allow them the requirement to clean up the site, so they would be responsible for cleaning the site. Another condition, on item 5, this is the area where we explored the land purchase, so what we've effectively come to is at every 5-year period, the lessee has the ability to write a letter to the city requesting potential sale of this property. I anticipate that I'm not going to be the city manager forever, so this provision is really for that time, for the next manager and the next Commission to take a look at what we're doing in that area, and see if it's in the city's best interest to potentially sell the property, and then they could enter into an agreement to buy it at fair market value. It would require appraisals and all those things at that particular time. I also added a line that if the city decided on their own that they wanted to sell the land, they would have a first right of refusal since they're already currently inactive on the piece of property. Item 8 is the next issue that surfaced when I looked, if you drive on I-25 coming home when you come from Albuquerque, Socorro, any of those places, you'll notice that there are a set of billboards that are on those properties. We own those billboards. A couple of those are actually on the property that we're leasing, so what this does is it really cleans that up, it says that the new tenant doesn't own those leases, they belong to the city and we'll continue to service our customers that have those billboards, and then it also provides us access to those billboards. We need to get there, we need to fix them, we have one billboard that's in really poor repair, as I've looked at those, it's probably a project that we need to take on and kind of clean up and make sure we're maximizing our dollars on how we manage those billboards, which then steps into another issue, we have the Love's Truck Stop who have asked to use our water tank for a billboard, so we really need to look over our entire billboard and make sure what we do for these customers, and what we do for Love's, if we do that, is consistent with a traditional billboard policy, so that's what that allows. Their main concern would be that we wouldn't want anybody entering the septage part of the site without them knowing within 72 hours, but 48 hours, we could get to the rest of it. They are leasing 7 acres, as you can see from our lease proposal. They're paying the fair market value, we did have that appraised, I think I have that appraisal here with me, if not, I can provide it back to you in my file, but the city did go through a formal appraisal process at the time, and that's the rate that they are being charged, it's not an arbitrary number. And we will now continue working with our other lessees on the property to get them so that that property is leased at the same rate across the board. The last piece would be termination, traditionally we are required to have a 30-day out clause, but in this particular case, an out by the city would require some form of a material breach. I've attempted to identify what we would think that material breach is. So again, under this contract, the city would not have the ability to just go say, "We've decided we don't want you to take septage." Or "We're doing something different and you have to move." We would have to find a reason that they violated, they'd have to not be in compliance with their permit, or not in compliance with their payments, and then it also would give them 30 days to remedy the

situation that they may have created. With that, I will try to answer any of your questions, and then I will go into answering some of the questions that we were asked earlier in the meeting.

Cheryl Shipley, Talon Septic: Mark's normally here, he's out at work, so he's asked for me to cover this. I just want to say thank you, we've appreciated this opportunity. I think, as discussed in prior meetings, you know the importance of us having a settling pond in a county where over 50% of their constituents and residents are on septic still. Not necessarily in the City of Truth or Consequences, just a blessing that you guys are giving the cat back to the county, and everybody else, for us to be able to lease this land. The original purpose was to purchase the land, we are still interested in purchasing, but we do see a vision of, like What Gary said, that maybe there is some in the future, with everything going on in our county, that we can work together. I just want to stress the vital importance of being able to lease this land for the term that is stated in the contract, to benefit the constituents and everyone else in the county. Nobody really thinks about it until you can't flush, or you can't dispose of something appropriately, and we provide that important service here in Sierra County, and we are grateful for it, so thank you to Traci and to Gary for working with us to be able to add those additional provisions which we feel protection for our business, and for all the people that work for us as well, so thank you. Any questions?

Mayor Hechler: In applying for those permits, how long do those permits last? Are they in conjunction with your contract with us, or do they have a shelf life?

Cheryl Shipley, Talon Septic: They coincide with this, so in five years. In the meantime, we have additional things we have to make sure that we protect the land, and are doing what we've complied with, Gary can tell you, he called to make sure we did everything right, there was a lot of money put into this, a lot of time, and a lot of state inspectors that came out to make sure we were doing the things we needed to do. So how long? It complies with this, so within the next five years, they will come out, they're going to make sure that we're doing and following all the rules and regulations, and we will submit a renewal for our current permit. If there are any changes, they'll let us know, again, they gave us a timeframe to make the changes and to carry on.

Mayor Hechler: Other than what you deposit into this pond, are there any byproducts that you have to haul out of there?

Cheryl Shipley, Talon Septic: There are different things, and I'm not going to probably cover everything, but ultimately, there are some provisions within our product where we have to till out there, which we do regularly, and there are a couple other items, if you want something specific, please let me know and I can get Mark to put something in writing for you, and send it back to you. But yeah, if you are aware of the topography out there and the limiting layers, that is why this was put there. It wasn't just random, it wasn't to disturb anything else, but the limiting layers of the land layers, all of that kind of stuff, is why this is where it's at.

Mayor Hechler: Okay, thank you.

City Manager Whitehead: One of the questions was, is there a permit for the particular project? Again, the state of New Mexico has granted Talon Septic a full license permit, I reviewed that, I spent some time online asking. One of my visions when I saw that, and I see that we had some issues of competition in town, we have asked Talon, will there come a time when they'll open this to other providers of this service, where they could use that? And it is a probability, competition is competition, and they'll have to work through that on their own, but what I felt comfortable with is that going through this particular process, we have the ability to lease, I could lease another two or three acres to another provider in town that could go through the exact same process that Talon did, to get the exact same permit, and the Environment Department would potentially grant it in this particular area. The Environment Department is really clear that the two things that exist on this particular land is that the depth of the ground water is significant, it's over 400 feet, and then the runoff from this area is really good, it's really flat. Those are the two things that allow them, then, to get a permit without a liner. That was one of the concerns I had was, "How come they're able to do that without a liner?" the depth of the groundwater, and the fact that there's not a lot of surface runoff in this area allowed the Environment Department to grant them a pit without a liner. So technically what they do, and I'm not getting into [Talon's] work, but they would deposit their liquid septage into this area, they have two settling ponds, and over time, when it dries, mother nature takes care of some of it, the sun, the wind, the rain, causes it to break down over time, they actually put a chemical on top of it when it's there so that it helps it break down, and as the settling pond fills, then they have the ability to go in and use a tiller machine and actually till it into the soil, so technically, all the septage that they're putting in has to comply, so it can't be grease traps, it can't be environmentally hazardous material, it has to be raw human septage, so they have a real requirement when they pick up, that they know what they're picking up, they have those requirements. Ultimately, it will return itself back to the earth in this area. So they are permitted, they can put 200 lbs of nitrogen per acre a day. Their permit, right now, is at 600 gallons per day at 1.9 acres, and they can expand it to 1,200 gallons a day when they get to the 3.8 acres, that their permit would allow them to grow to. Again, as it relates to a permit, they are fully compliant, the state of New Mexico knows where they're at, they have a 5-year operating, and they'll be subject to all the same testing and provisions that we would, if we were to take that over. I actually approached them from the position of, potentially we ought to think about buying it, because then we could service the public, but it wouldn't be in our best interest. The costs would potentially be prohibitive from what we would do, and they're already doing it. Also, you could duplicate it for another vendor, so we've not created a monopoly, we've not done something that can't be duplicated, so I feel really good about that bigger issue. The question we had was about the sludge, I think I've answered the question on the sludge that's developed there, the way it's deposited, as long as they're compliant with what they're allowed to pick up, it will be a return to the environment. The question was, "Are we using the water/wastewater?" so when we came on board, Talon had been granted a contract to deposit waste in our wastewater treatment plant. Certainly not knowing how to run a wastewater plant, I feel a little better today than I did a year ago, it was odd that we were doing it, it did seem

odd that we didn't provide a contract to allow everyone that was doing it to do so, but in discussions with other operators of wastewater plants with the Environment Department, it is not in our best interest to deposit septage, at that point, into the wastewater treatment plant. It messes with the biology, so it's not the best. There are other systems, I have found out, that still do that, throughout New Mexico, because they have no choice. We have people on septic systems, they need to get that pumped, so they do it, but it's not in our best interest. April of last year was the last time Talon Septic deposited any liquid waste into our system, so we've not taken any, which was nice. The contract that you granted was an extension through June of last year, so again, April of last year was the last time that particular situation happened. I would say, from a personal standpoint, if we had a situation in town where a resident was changing from a septic tank and getting on our sewer system, and there was a small load, potentially we might allow that into our septic system to help that resident not have a huge cost, but it's not anything we would be looking to do, and it would be an emergency-type situation if we did so. We would also probably reach out to Talon to see if we couldn't pay the fees to put that there in their area. Let's see, sludge at the sewer plant, a great question, Andy's not here, but since I've been on board, we have not deposited any sludge from our wastewater treatment plant back into the landfill, so we are not paying, I thought that was not the right use for that. When I came on board, it seemed like if they got too much of the sludge and the compost from the wastewater, and nobody was coming to take it, and the beds filled up – because it's pretty full right now – we were loading it up in a dump truck, taking it to the landfill, loading it into the trucks, and hauling it to our provider, so we were paying the \$40/ton or whatever the costs are, to use that, we were actually paying it. We are in a spot right now where we're waiting for it. We'll be starting to haul it to the golf course, we'll use it there, we'll put it into the ground, we'll return it to the areas that we need. We're going to improve our baseball fields using it, and we're going to do a better job making sure that the public knows they can come and get it, even if we have to reduce the fee. It does us no good to spend dollars to take that and haul it out, it's a good product, the public can use it, and we're going to find ways to use it. So again, we've not done that since we've been here, I think we've completely changed that particular process. The last question, when the original agreement came up with Talon to potentially buy or sell that, an appraisal was done on the land, I think I said that earlier. So it was appraised, we have that appraisal, and those are the values that Talon is paying. They're paying fair market value based on an appraisal, not just a number that we've put on paper. With that, I will stand for any questions.

Mayor Hechler: Is that sludge available to the public now? It's not sludge, but it's -

City Manager Whitehead: They keep saying it's not ready, so it has a process it has to go through. If you go out there and look at it, they have temperature gauges in them, they have big, long probes, they water it, and they're doing things, I think it has to meet a certain temperature and condition, and the Environment Department has to, then, tell us that it's ready to go. We've been waiting three months, I mean, the last time I was out there last week, I bet there's 20 piles ready, and then some of the other beds, so we're ready. I'm hopeful that this week we'll get the green light to start moving it.

Mayor Hechler: And once that happens, you'll announce it to the public and let everybody know so they can get it?

City Manager Whitehead: As soon as I get it to our golf course and our ball fields first. I'll be a little selfish.

Mayor Hechler: I want some.

City Manager Whitehead: Yeah, it's a good product. We can use it, we can make our grass grow better, and at the golf course, there are a lot of areas where we could just till it into the soil, it's ready for compost, and it just goes away. Maybe in the future, we're doing more public outreach before we take it there, but that's the process when we have too much, just take it to a place where we can grow grass and do things with it, deposit it. Our recommendation is that we approve the new lease agreement with Talon Septic and move forward with this.

Mayor Hechler: Thank you. Thank you, Miss Shipley. I have a couple of questions still, so this contract, is this going to be a template for what you see in the future for that particular area? And what other potential is there out there, how much property do we have out there, how are you going to subdivide it? Is this the process we will be seeing form now on?

City Manager Whitehead: Yes, this is the process I'd like to see. I'm not exactly sure, we tried to reach out to a surveyor so they could go to the site and see exactly what we have in that area. Cortez Gas is leasing just under 3 acres, and this will be 7 acres. There's a significant flat area to the South, but yes, I think this would be the process we would want to do on that entire track, and then be able to move this on property at the airport. Our vision here would be, we would take these revenues, and we want to add them to the airport budget. We feel like that's the enterprise out there, let's use the land around it and create revenue, and revenue sources like this.

Mayor Pro-Tem Mitchell made a motion to approve the Talon Septic Lease Agreement. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Quiet Title Request – 700 Fir Street.

City Attorney Rubin recused himself from this item.

City Manager Whitehead: I was approached by Attorney Jay Rubin, who represents parties Sission and Brees, at a property located at 700 N Fir. He presented me with documents, as he was working through a quiet title issue with his client. Through his investigation, it was determined that the City of Truth or Consequences, in 1974, held a lean on this particular property. It looked like in 1981, through a quiet title deed, transferred that property to additional parties. You have that information in your packet.

Mr. Rubin is the city's attorney, this became a conflict of interest, so we reached out to our second attorney, John Appell, at Coppler Law Firm. We provided all the documents to him, and I believe you have his narrative, which is, first of all, the lean surpasses the four year requirement, on a particular issue. If this particular lean was in order, we would have had four years to perfect that lean. There's case law that defends that, so this would supersede that time. He's indicated that his recommendation is that we move forward with the item, to say that the city is not adversely affected, has no rights to the lien, and would not be adverse to the quiet title. In that discussion, he also requested that I look at the utility service, because there could be a case where we would have an outstanding utility bill, potentially within the four years or longer. I did go to the Utility Department, the customer has been a good customer since 1989. The account is current and active, right now they have just a 45-day bill. There are no liens on the property for utilities, no liens beyond the 1981 title which was granted and moved on. So our recommendation would be that we take our attorney's recommendation and sign the letter that says we are not adversely affected, and they can move forward with the quieting of their title.

Mayor Hechler: I wanted to make sure that was the right property, because I went by there this morning, and it's a beautiful property, it's in great shape. The one next to it seems abandoned, so I wanted to make sure we got the right one. Evidently, we did.

City Manager Whitehead: Yes. The names were consistent with the file, the same family seems to own it. We did not get into the nuts and bolts of the case, the questions would really just be, does the city have a lien? Do we have a right to that property? Are we giving up something the public is due? And in this case, we're not.

Mayor Hechler: I think that makes perfect sense.

Mayor Hechler made a motion to approve the Quiet Title Request for 700 Fir Street. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin: Sometimes I have to be in that position, where I need to recuse myself. When you're practicing law in a small town, there's always the possibility of a conflict of interest, and my usual philosophy is that the city is my top priority. I usually explain that to clients, and even in this case, I told my prospective clients that I don't think there's a problem, but nevertheless, if the city manager or the city Commission, or even the other attorney, feels that there is a conflict, I would have gotten out of the quiet title suit, so that's the way I always proceed here, I just want you to be aware of that.

Mayor Hechler: Thank you and that was a good example.

8. Discussion/Action: Approval of records inventory list for destruction.

City Clerk Torres: Our departments have been working diligently to keep up with their records retention. Our Human Resources Office has 12 boxes that are ready for destruction, and our Wastewater Department has 4 boxes. In your packet, it will show what records are ready for destruction and they correspond with our records retention schedule. I'm bringing this for approval so we can go ahead and continue with the process of setting this up to get these boxes shredded. I'll stand for any questions.

Mayor Hechler: And you're in compliance with the state records request, and as long as we're there, we're good, right?

City Clerk Torres: Yes.

Commissioner Glines made a motion to approve the records inventory list for destruction. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Review, Approve and/or Allocate Funds to the Geronimo Springs Museum/Sierra County Historical Society for the Historical Mural at Geronimo Springs Museum.

City Clerk Torres: The Geronimo Springs Museum requested funds from the Lodgers Tax board in the amount of \$15,000 to paint a mural on the side of the building. In your packet, you'll see the area where it is to be located, in the front of the building. They don't have a picture of it yet, but the board did approve it without the picture. The only stipulations that the board had is they want them to create a social media page, because since Marilyn has been gone, they haven't kept up with that. They also want them to add a hashtag on the mural, so that when people come, they can use that as well. The board did approve the entire \$15,000 for the allocation for the mural.

Commissioner Glines: I've actually seen original renders at the Arts Gala, he's currently showing. He's a well-known artist here in town, he's done a lot of murals already.

Mayor Pro-Tem Mitchell: Is it Chris Krieg?

Commissioner Glines: It is Chris Krieg.

Mayor Hechler: I think he does good work.

Commissioner Glines made a motion to approve the contract and allocation in the amount of \$15,000 to the Geronimo Springs Museum/Sierra County Historical Society for the Historical Mural at Geronimo Springs Museum. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

City Clerk Torres: This application is from the Veterans Memorial Museum. Every three years or so, they replace the vinyl on the billboards on each side of the exits, so that's what this is for. Their request was for \$1,541.88 and the board recommended approval of the entire amount.

Mayor Pro-Tem Mitchell made a motion to approve the contract and allocation in the amount of \$1,541.88 to the Veterans Memorial Park & Museum for the Billboard Vinyl. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Review, Approve and/or Allocate Funds to the Veterans Memorial Park & Museum for the Brochure Reprint.

City Clerk Torres: The Veterans Memorial Park also put in an application for their brochure reprint. The request was for \$894.85, and the board recommended approval of the full amount.

Mayor Pro-Tem Mitchell made a motion to approve the contract and allocation in the amount of \$894.85 to the Veterans Memorial Park & Museum for the Brochure Reprint. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. EXECUTIVE SESSION:

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

Mayor Pro-Tem Mitchell made a motion to go into executive session at 11:50 a.m. to discuss Threatened & Pending Litigation (*Dianne Gunning*) pursuant to 10-15-1(H.7). Commissioner Hoeppner seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 12:08 p.m.

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

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

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

Mayor Pro-Tem Mitchell made a motion to allow our City Attorney to continue litigating in this matter. Commissioner Glines seconded the motion. Motion carried unanimously.

I. ADJOURNMENT:

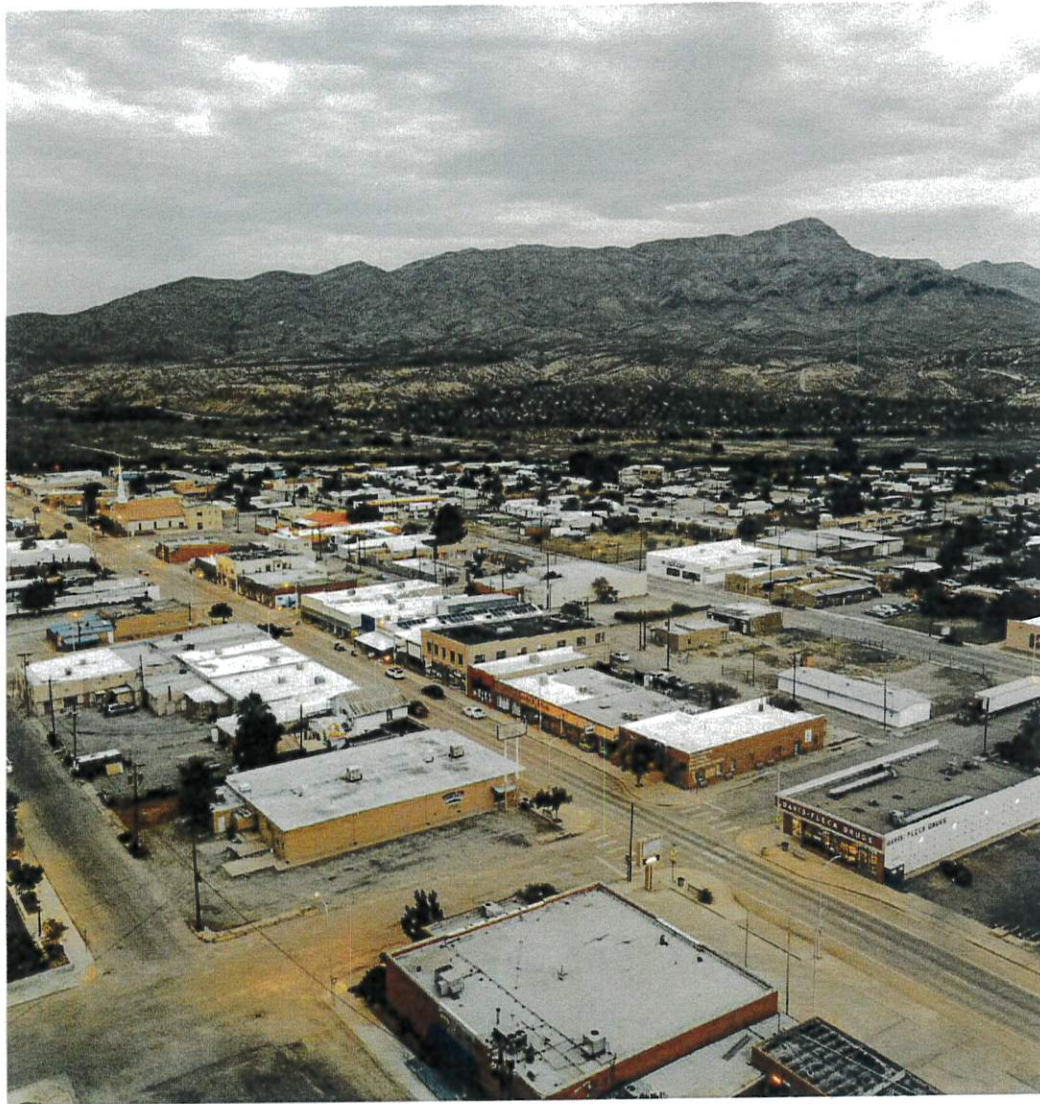
Mayor Hechler adjourned the meeting at 12:10 p.m.

Passed and Approved this 11th day of March, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



WAYFINDING

Connecting People with Places



PREVIOUSLY...

Let's catch you up!

ON-SITE INVENTORY
PUBLIC MEETING
PUBLIC SURVEY
SIGN DESIGN
PUBLIC MEETING
PUBLIC SURVEY
COMMISSIONER MEETINGS
FINALIZED SIGN DESIGN
SIGN PLACEMENT PLAN
PUBLIC MEETING
DESIGN INTENT
CONTENT MAPPING
WAYFINDING PLAN



A SUCCESSFUL WAYFINDING SYSTEM:

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

Why We Need Wayfinding:

Wayfinding improves and **better distributes traffic.**

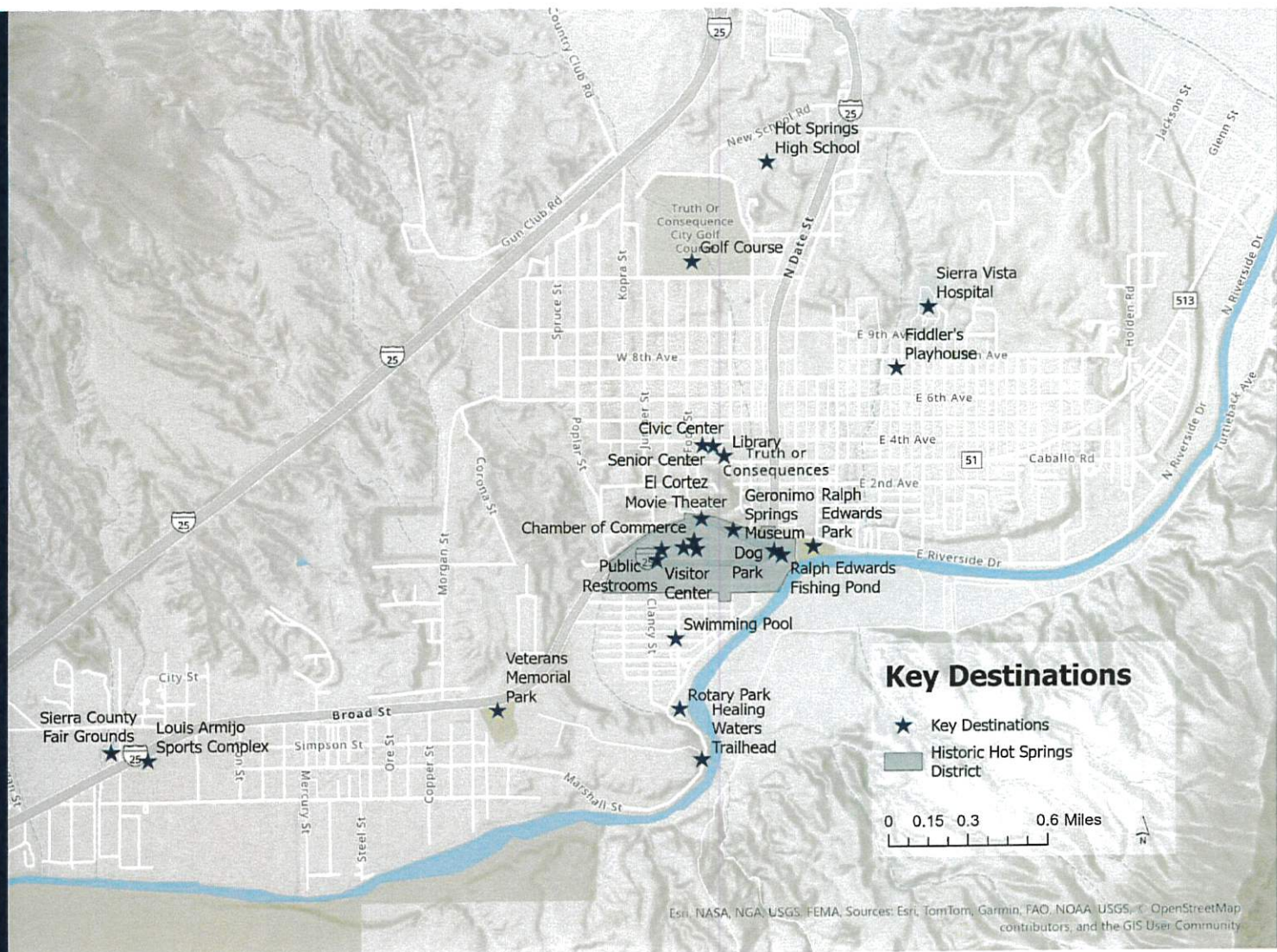
Wayfinding helps facilitate **multi-modal transportation.**

Wayfinding helps provide a **sense of place.**

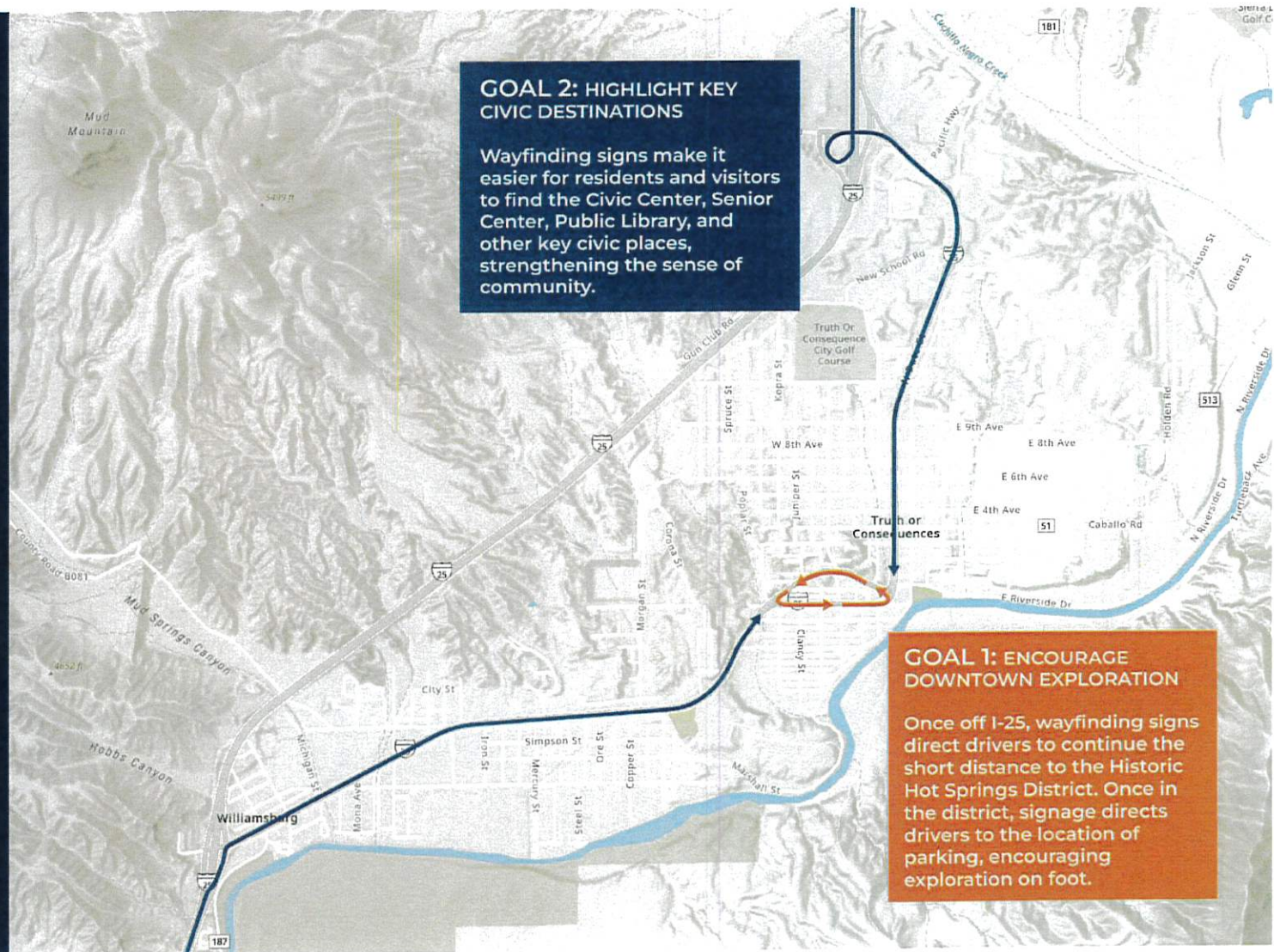
Wayfinding helps creates **unifying branding.**

Wayfinding improves **CONNECTIVITY.**

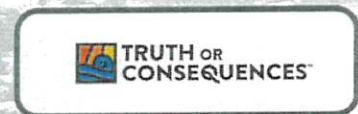
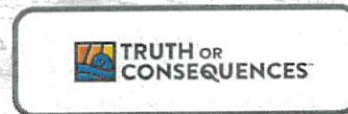
KEY DESTINATIONS



WAYFINDING ROUTE GOALS



SIGN
DESIGNS
VEHICULAR



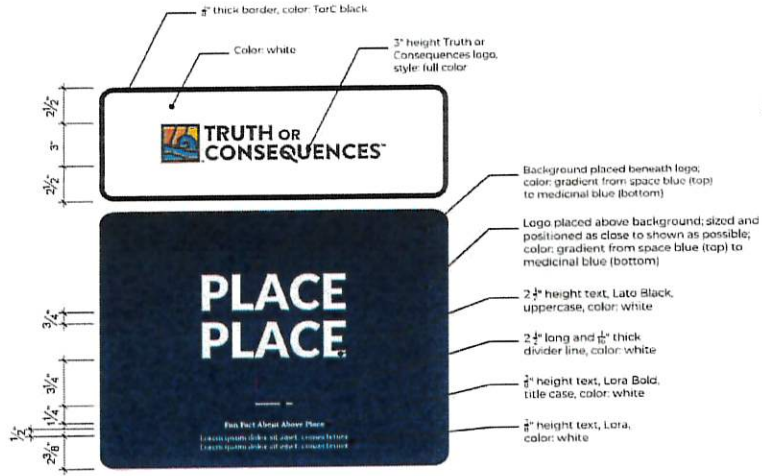
SIGN
DESIGNS
MONUMENT



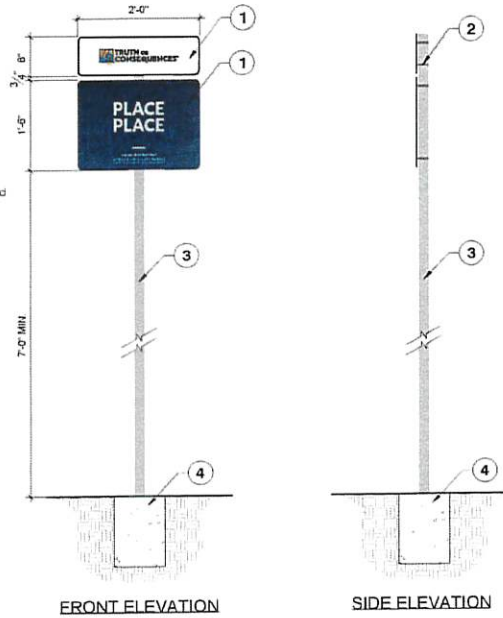
WAYFINDING
SYSTEM
EXPLORATORY



Design Intent Drawings



TOWN ARRIVAL SIGN LAYOUT WITH TWO LABEL LINES



- 1 **PANEL**
MATERIAL: 1/4" thick anodized aluminum
FABRICATION PROCESS: Router-cut
EDGES: Routed, finished smooth
GRAPHICS: Screen-printed
COATING: Anti-graffiti; UV protection
MOUNTING: Bolted to square tube
post or bracketed to light pole.
- 2 **MOUNTING HARDWARE**
If mounting on new or existing square
tube post, use tamper-proof bolts. Bolt
through square with carriage bolt.

FINISH: Bolt taps to be painted color
of sign or match finish.
MATERIAL: Anodized aluminum
EDGES: Bolt, washer, nut

If mounting on existing light pole, use
sign mounting brackets, 4" to 12"
round, strap-on, stainless steel
mounting, silver. Use tamper-proof
bolts. Field verify pole diameter.
- 3 **POST**
Field verify if there is existing post or
light pole. For all new posts:

SIZE 2" x 2" square tube with welded cap
MATERIAL: Anodized aluminum
EDGES: Bolt, washer, nut
- 4 **POST FOOTING**
Footings shall be sized to meet local
design standards.

NOTES
Details illustrate possible mounting and/or mounting hardware details and are for reference only. All hardware to be sized by fabricator. Shop drawing submittals shall detail the actual hardware and connections. All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the sign shown.

[illegible]

Sign Scheduling + Content Mapping

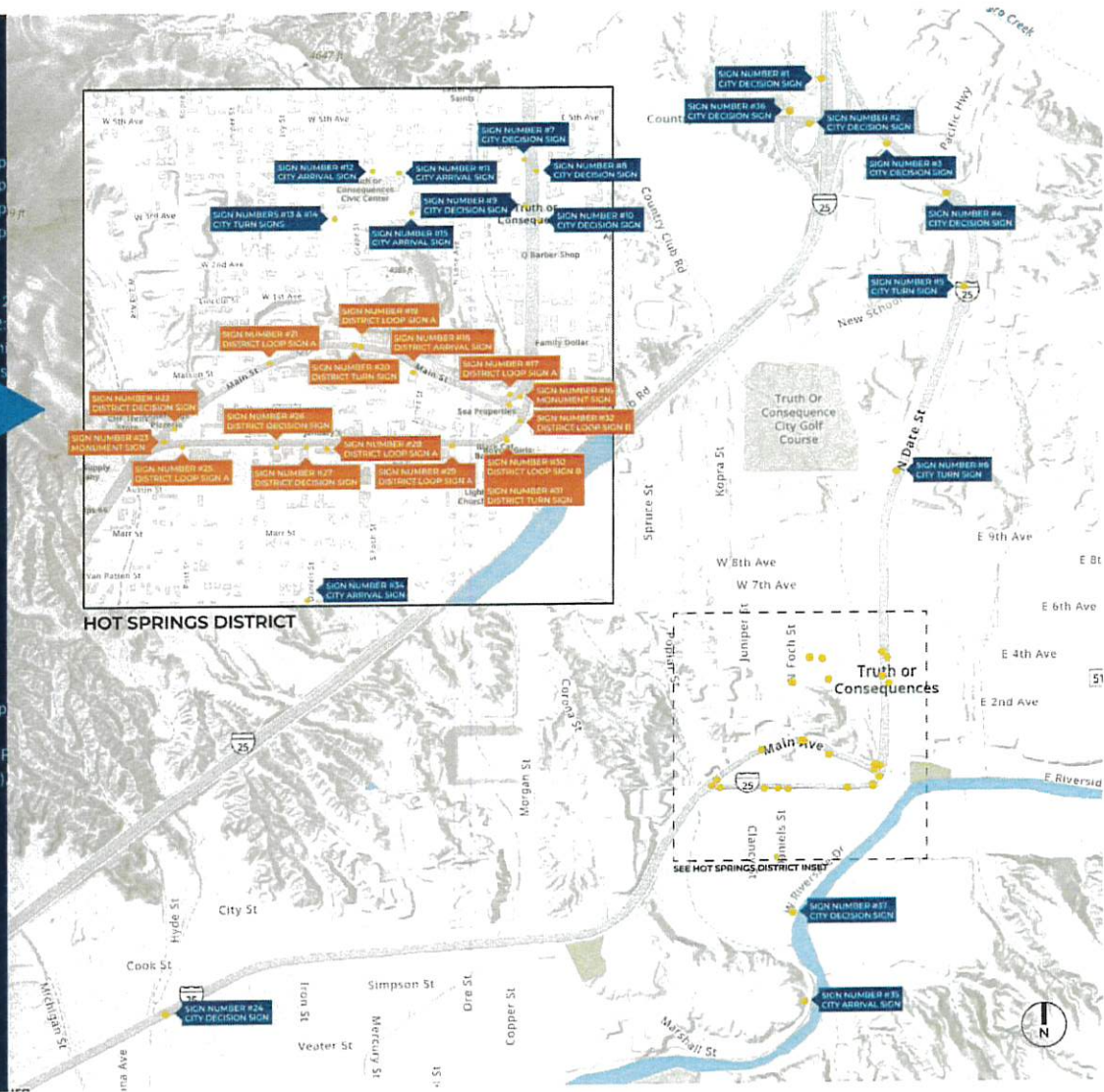
Sign Number	Location/Description	Sign Type	Post/Mount	Content
1	West side of I-25 South about 50 feet before Exit 29	City Decision Sign	Install on new post	Header: 7 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow) Footer: 6 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)
2	Exit 29 off-ramp before overpass above I-25	City Decision Sign	Install on existing light post	Header: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)
3	I-25 near Holiday Inn Express	City Decision Sign	Install on existing light post	Header: 4 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)
4	I-25 near Walmart	City Decision Sign	Install on existing light post	Header: 4 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)
5	Median on New School Rd north of Shell gas station	City Turn Sign with Right Arrow	Replace existing sign on post in median	Schools
6	Duke St and Marie St, NW corner	City Turn Sign with Right Arrow	Remove existing sign and install new sign on nearby light post	Municipal Golf Course
7	Duke St and 4th Ave, NW corner	City Decision Sign with No Top Header	Replace existing signs on light post	Line 1: Senior Center (right arrow), Line 2: Civic Center (right arrow), Line 3: NM Public Health (left arrow)
8	Duke St and 4th Ave, SW corner	City Decision Sign with No Top Header	Replace existing signs on light post	Line 1: Senior Center (left arrow), Line 2: Civic Center (left arrow), Line 3: NM Public Health (right arrow)
9	Duke St and 2nd Ave, NW corner	City Decision Sign with No Top Header	Install new sign on existing light post	Line 1: Library (right arrow), Line 2: Compassion Chambers (left arrow)
10	Duke St and 2nd Ave, SE corner	City Decision Sign with No Top Header	Install new sign on existing light post	Line 1: Library (left arrow), Line 2: Compassion Chambers (left arrow)
11	4th Ave and Grape St	City Arrival Sign	Install on new post on lawn on east side of senior center entrance perpendicular to road	Karen W. James Senior Center
12	4th Ave and Grape St	City Turn Sign with Left Arrow	Install on new post on lawn on east side of civic center entrance perpendicular to road	Civic Center
13	Footh St and 3rd Ave, SE corner	City Turn Sign with Right Arrow	Replace existing north-facing sign on post	Library
14	Footh St and 2nd Ave, SE corner	City Turn Sign with Right Arrow	Replace existing south-facing sign on post	Library
15	3rd Ave and Library Lane, NE corner	City Arrival Sign	Install on new post	As shown on design intent drawings
16	Duke St median facing north	Monument	Install on sign structure	As shown on design intent drawings
17	Duke St near Sweeney Clothing Store	District Loop Sign A	Install on existing light post	As shown on design intent drawings
18	Main St at Post Office	District Arrival Sign	Install on new post in gravel mulch area west of post office entrance	Post Office
19	Main St and Footh St, NE corner	District Loop Sign A	Install on existing light post above pedestrian crossing signs	As shown on design intent drawings
20	Main St and Footh St, NW corner	District Turn Sign with Right Arrow	Replace existing sign on square post	Library
21	Main St and Garret St, NE corner	District Loop Sign A	Install on existing light post	Line 1: Main Street (left arrow), Line 2: Veterans Memorial Park (up arrow), Line 3: County Fairgrounds (up arrow)
22	Main St across the road from Osher Edge Plaza	District Decision Sign	Install on existing light pole before turn	As shown on design intent drawings
23	Median between Main St and Broadway St facing southeast	Monument	Install on sign structure	As shown on design intent drawings
24	West end of S Broadway St median between E Val Verde Ave and Hyde Ave	City Decision Sign	Install on new post	Header: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)
25	Broadway St and Post St, SW corner	District Loop Sign A	Install on existing light post above pedestrian crossing signs	Line 1: Hot Springs (left arrow), Line 2: Post (right arrow), Line 3: Rotary Park (right arrow), Line 4: Hiking cont. Heating Waters (right arrow)
26	South side of Broadway St between Clancy St and Daniels St	District Decision Sign	Install on new post	As shown on design intent drawings
27	Broadway St and Daniels St, SW corner	District Decision Sign	Install on existing light post	As shown on design intent drawings
28	Broadway St east side of Logan Art Cafe	District Loop Sign A	Install on existing light post	As shown on design intent drawings
29	Broadway St east side of First Baptist Church	District Loop Sign A	Install on existing light post	As shown on design intent drawings
30	Median between N Broadway St and S Broadway St, between and to the left of existing I-25 sign	District Loop Sign B	Install on new post	Ralph Edwards Park
31	Median between N Broadway St and S Broadway St, between and to the right of existing I-25 sign	District Turn Sign with Right Arrow	Install on existing light post	As shown on design intent drawings
32	Duke St and Main St, SW corner	District Loop Sign B	Install on new post	Public Pool
33	Main St at southern end of Duke St median	District Loop Sign A	Install on existing light post	Heating Waters Trailhead
34	Daniels St about 2 feet to the left of on-avenue alley	City Arrival Sign	Install on new post	Header: 5 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow)
35	Entrance to parking area near Heating Waters Trailhead	City Arrival Sign	Install on new post	Line 1: Rotary Park (left arrow), Line 2: Hiking cont. Heating Waters (up arrow)
36	North side of Country Club Rd, across from Exit 79 off-ramp	City Decision Sign	Install on new post	
37	About 5 feet before left turn into Rotary Park	City Decision Sign with No Top Header	Install on new post	

OBJECTID	Latitude	Longitude
37	-107.23269097	138.78876084
37	-107.24471107	139.79004599
37	-107.24947474	139.79004599
7	-107.24570071	135.19366176
33	-107.24647082	134.19817455
33	-107.24959593	134.19817455
33	-107.25004752	134.19817455
12	-107.25047743	133.13603195
11	-107.23689991	133.13603195
34	-107.25277197	133.13603195
34	-107.25317623	133.13603195
17	-107.25647150	132.15677645
17	-107.25667471	132.13171880
17	-107.25569491	132.13171880
17	-107.25393497	132.13621616
17	-107.25072850	132.12543452
16	-107.25071880	132.12940282
20	-107.23454521	130.15680883
20	-107.25488873	130.15680883
21	-107.25433835	130.15680883
21	-107.25876101	130.15680883
23	-107.25913405	129.14427707
23	-107.25938933	129.14427707
39	-107.26640292	131.11971958
39	-107.26817133	129.69519585
39	-107.26805133	129.69519585
27	-107.25584048	128.16747485
28	-107.25054048	128.16747485
27	-107.25446212	128.16747485
36	-107.25117020	128.16928733
36	-107.25148333	128.16928733
31	-107.25074213	128.16995320
31	-107.24981474	128.16995320
40	-107.25586664	125.15404898
41	-107.24286634	119.19623639
41	-107.25791923	119.19623639
43	-107.25626434	123.12506216

unt
 n new post
 n existing light post
 n existing light post
 n existing light post
 n existing sign on post in median
 n existing sign and install new sign on nearby light post
 n existing signs on light post
 n existing signs on light post
 n new sign on existing light post
 n new sign on existing light post
 n new post on tall light post of senior center
 n new post on tall light post of civic center
 n existing north-facing sign on post
 n existing south-facing sign on post
 n new post
 n gabion structure
 n existing light post
 n new post in gravel mulch area west of post office entrance
 n existing light post above pedestrian crossing signs
 n existing sign on square post
 n existing light post
 n existing light pole before turn
 n gabion structure
 n new post
 n existing light post above pedestrian crossing signs
 n new post
 n existing light post above pedestrian crossing signs
 n existing light post
 n existing light post
 n new post
 n new post
 n existing light post
 n new post

Content

Rider: 7 mins / Main Sign - Line 1: Hot Sp
 Rider: 6 mins / Main Sign - Line 1: Hot Sp
 Rider: 5 mins / Main Sign - Line 1: Hot Sp
 Rider: 4 mins / Main Sign - Line 1: Hot Sp
 Schools
 Municipal Golf Course
 Line 1: Senior Center (right arrow), Line 2:
 Line 1: Senior Center (left arrow), Line 2:
 Line 1: Library (right arrow), Line 2: Comi
 Line 1: Senior Center (left arrow), Line 2: Comi
 Kennebec Senior Center
 Civic Center
 Library
 Library
 As shown in design intent drawings
 As shown in design intent drawings
 Post Office
 As shown in design intent drawings
 Library
 As shown in design intent drawings
 As shown in design intent drawings
 As shown in design intent drawings
 As shown in design intent drawings
 Rider: 5 mins / Main Sign - Line 1: Hot Sp
 As shown in design intent drawings
 Line 1: Free Parking (left arrow), Line 2: F
 Line 1: Healing Waters Plaza (left arrow)
 As shown in design intent drawings
 As shown in design intent drawings
 As shown in design intent drawings
 Ralph Edward's Park
 As shown in design intent drawings
 As shown in design intent drawings



37 SIGNS

- 5 City Decision Signs
- 4 City Decision Signs with No Top Rider
- 3 City Arrival Signs
- 4 City Turn Signs
- 7 District Loop Sign A – Signs
- 3 District Loop Sign B – Signs
- 3 District Decision Signs
- 2 District Arrival Signs
- 2 District Turn Signs
- 2 Monuments

COMPLETED STEPS

- ☒ Sign Inventory
- ☒ Surveys
- ☒ Steering Committee Meetings
- ☒ Initial Community Meetings
- ☒ Sign Design
- ☒ Ongoing Public Engagement & Transparency
- ☒ Finalize Routes
- ☒ Design Intent Drawings
- ☒ Signage Placement Plan

WHAT'S NEXT?

- ☐ Wayfinding Plan Adoption
- ☐ Fabrication & Installation
- ☐ Ongoing Public Engagement & Transparency



Wayfinding Story Map
bit.ly/TorCStoryMap

Thank You!

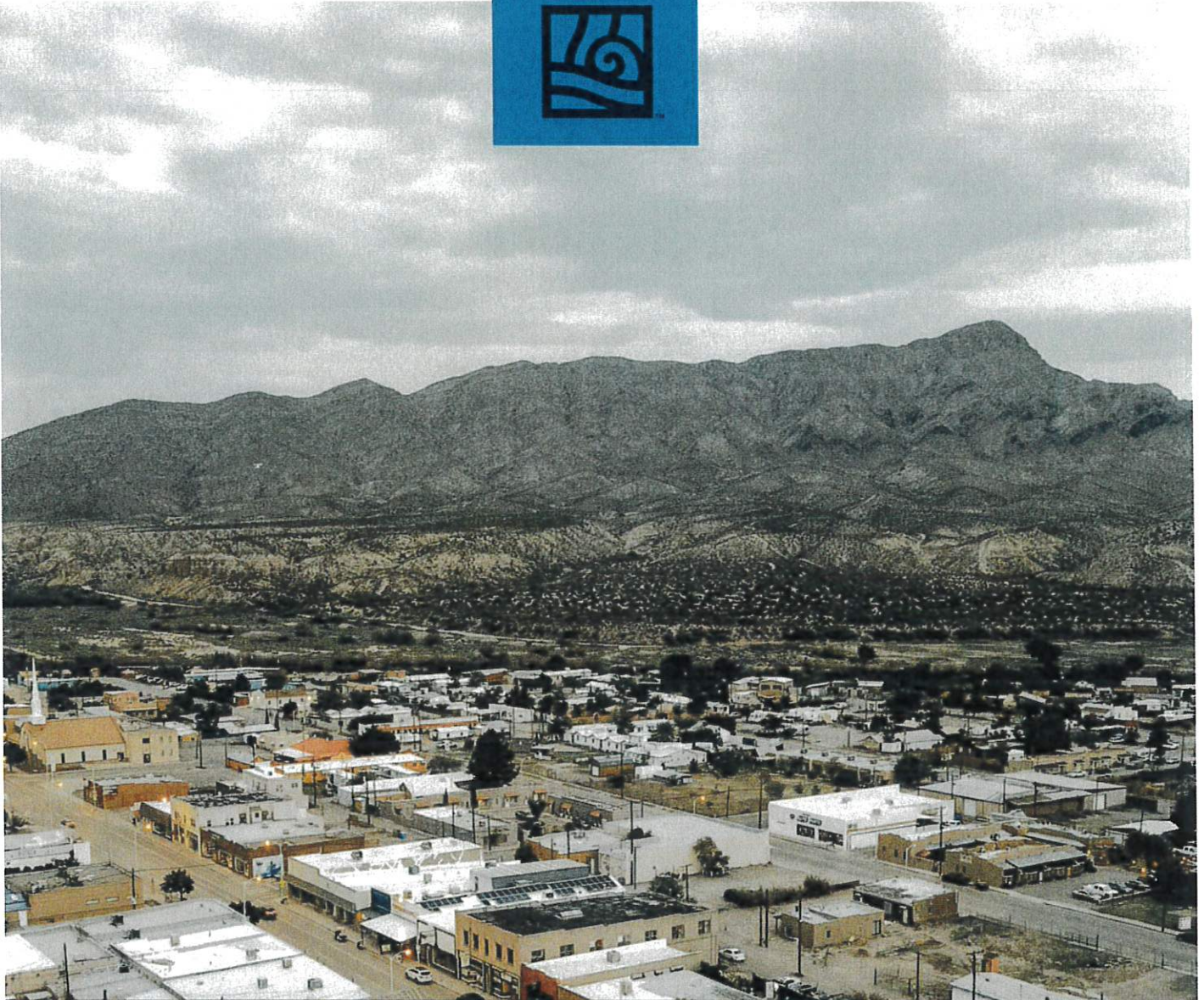
Amy Bell + Maren Neldam
+ Daniel Lim
[Anthropopulus](#)
amy@anthropop.com

Julia + Cam Wilde
[Lm.](#)
hello@leighton-moon.com

Becca Eza
[MainStreet Truth or Consequences](#)
director@torcmainstreet.org



nmmainstreet.org



TRUTH OR CONSEQUENCES WAYFINDING PLAN

PUBLISHED 2026

TRUTH OR CONSEQUENCES WAYFINDING PLAN

ACKNOWLEDGEMENTS

The planning process was guided by a Steering Committee made up of elected officials, City staff, local partners, landscape architects, planners, and graphic designers. The Steering Committee included:

Elected Official: Destiny Mitchell, *City Commissioner*

City of Truth or Consequences: Buster Smith, *Streets Manager*; O.J. Hechler, *Community Services Director*

MainStreet Truth or Consequences: Becca Eza, *Executive Director*;
Linda DeMarino, *Board President*

Sierra County Arts Council: Rebecca Speakes

New Mexico MainStreet Revitalization Specialists: Amy Bell, Maren Neldam, and Daniel Lim, *Anthropopolus Design + Planning*; Cam and Julia Wilde, *Leighton Moon*

Thank you to the Truth or Consequences community
for participating in public surveys, open houses, and
City Commission meetings to help guide the wayfinding
system development.



CONTENTS

1. INTRODUCTION

- About Wayfinding
- Wayfinding Sign Types

2. PROJECT BACKGROUND

- History & Context
- Project Sequence
- Plan Area

3. PLANNING APPROACH

- Existing Sign Inventory
- Public Engagement
- Important Destinations

4. IMPROVED WAYFINDING SYSTEM

- Wayfinding Priorities
- Wayfinding Goals
- Wayfinding Audience
- Wayfinding System Summary
- Visual Brand and Style Design
- Sign Design

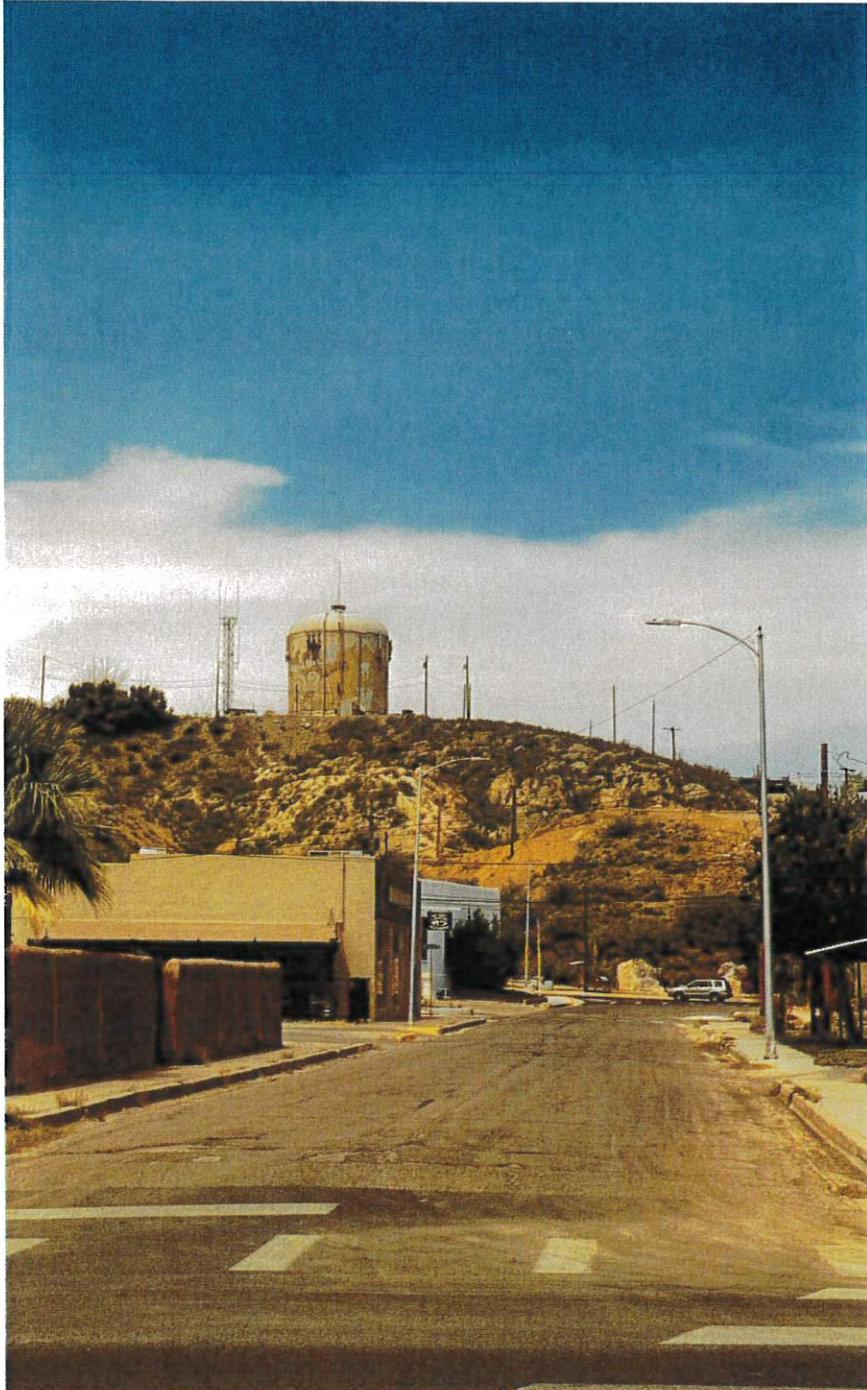
5. IMPLEMENTATION

- Sign Location Plans
- Phasing/Prioritization

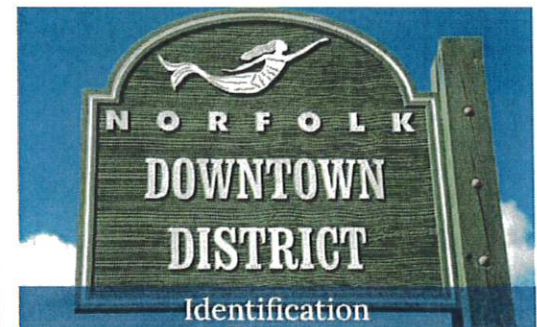
6. APPENDIX

- Design Intent Drawings
- Sign Schedule

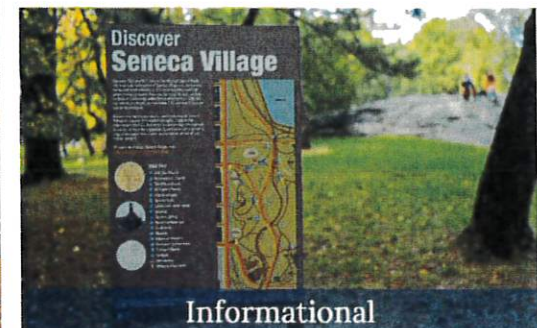
1. INTRODUCTION



Directional



Identification



Informational



Regulatory

About Wayfinding

Wayfinding helps people to navigate from one place to another by providing information through a system of signs, symbols, color-coding, and other environmental cues. A wayfinding system can be customized for a community to reflect its unique local identity and create a cohesive sense of place. A successful wayfinding system makes connections between key destinations, encourages walking and biking, and is simple, predictable, and inclusive.

Wayfinding Sign Types

There are four main types of wayfinding signage:

Directional — supports navigation, guiding people to different destinations, and often features arrows to show the correct path. (*Example: Library to the left, Park to the right*)

Identification — confirms a person is heading in the right direction or has arrived at their intended destination. (*Example: sign with destination distances, landmark/destination sign*)

Informational — provides general information on navigation, locations, public amenities, and essential facilities (*Example: Downtown map, Public Restrooms*)

Regulatory — dictates the rules and safety standards (*Example: One Way, Pedestrians Only, No Parking*)

2. PROJECT BACKGROUND

History & Context

This plan provides a vision and strategy for creating cohesive vehicular and pedestrian signage across the City of Truth or Consequences (TorC) to guide residents and travelers to key public destinations. A wayfinding plan was initially recommended in the Truth or Consequences Downtown Master Plan in 2014. The City of TorC has also already undertaken significant effort in rebranding; this project is key to making the most out of that previous investment. Funding for this plan comes from technical assistance through New Mexico MainStreet.

TorC has many unique and engaging resources and destinations, and this plan will better connect residents and visitors to everything the City has to offer. The Wayfinding Plan will establish universal and cohesive design standards for wayfinding while celebrating the City's rich history and identity.

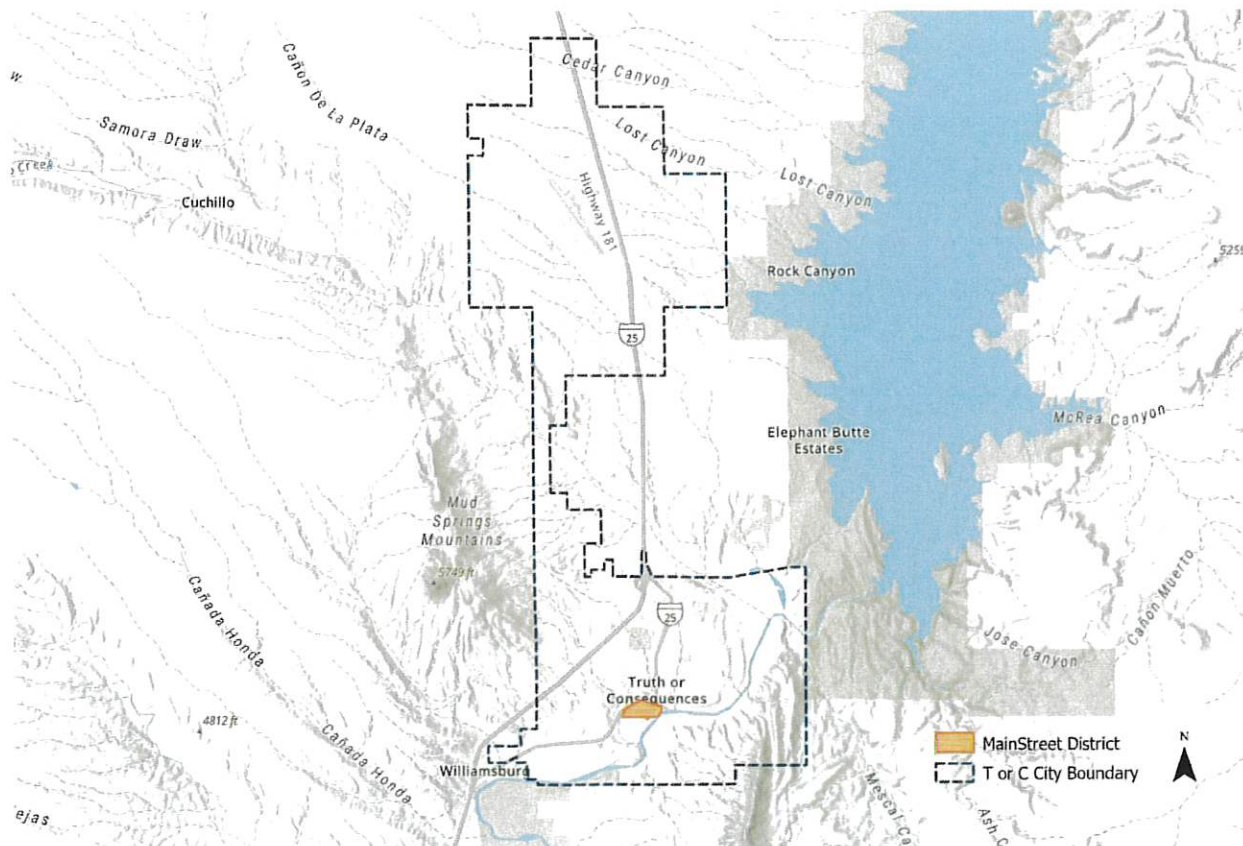
Project Sequence

The project began in the fall of 2024 after MainStreet Truth or Consequences requested technical assistance through New Mexico MainStreet (NMMS). Revitalization Specialists Anthropopolus and Leighton Moon were contracted through NMMS to assist with planning and graphic design for a citywide wayfinding system. The project team met regularly on Zoom and during in-person site visits to conduct an existing conditions study, facilitate Steering Committee meetings, present at City Commission meetings, and engage with the public.

The existing conditions study and preliminary outreach helped to identify the goals for the wayfinding system, identify key destinations and priority routes, and document an inventory of existing signage. From there, the project team identified proposed sign locations and developed three sign design options which were presented to the public and City Commission. Feedback was integrated into the final sign designs and supported the development of a phased implementation plan, prioritizing signs in the most important locations first. This plan documents this process and a plan for implementation.

Plan Area

This wayfinding plan provides guidance for a wayfinding system for the entire City of TorC and provides two “sign families”, one for the TorC Historic Hot Springs district, and one for the rest of the City.



3. PLANNING APPROACH

Existing Sign Inventory

The existing sign inventory was conducted using online mapping and verification in the field. The type of signs inventoried included directional, identification, informational, and gateway signs. Regulatory signs and privately-owned signs were not inventoried. The majority of existing signs were installed by the NM Department of Transportation or by the City of TorC. The sign inventory used the mobile GIS Field Maps app to record the location of each existing sign and document additional details such as sign content, signpost type, and sign condition. The project team traveled between various key destinations and evaluated the effectiveness of the existing signs in directing vehicles and pedestrians around the City.





Existing Sign Challenges & Issues

The current sign and wayfinding landscape within Truth or Consequences presents several challenges and potential confusion for visitors and community members.

Overall Navigation and Connectivity Issues

Existing wayfinding signs direct drivers to specific destinations such as the hospital, but don't operate as a cohesive wayfinding system. The signs don't provide an overall sense of the types of destinations available in TorC and are insufficient to guide traffic from the freeway to the downtown Historic Hot Springs district, limiting visitor exploration.

Lack of Consistency

There are multiple different/conflicting styles of wayfinding signage throughout the City, including many different sign formats, sign sizes, color palettes, and signposts. The lack of consistency limits familiarity and predictability, requiring visitors to constantly re-evaluate the signage clues. This creates confusion and limits a cohesive sense of place.

Lack of Distinctive Placemaking

Existing signage lacks cohesive branding and doesn't reflect the design elements unique to the City of TorC. Many of the current identification and monument signs feature jumbled iconography, colors, styles, and don't use the established TorC logo which represents very important pillars of the community and the lifestyle of its residents. The current state of signage and the lack of a placemaking-minded system misses out on the opportunity to symbolically represent TorC and the Historic Hot Springs District.

Legibility Problems

Many existing signs are showing age and overall wear including significant sun damage that is impeding legibility. Several of the existing wayfinding signs include long lists of destinations, small font size, and lack optimal legibility for vehicular traffic.

Public Engagement

Truth or Consequences residents were engaged through two online surveys, three public meetings, and two City Commission presentations. Information was also shared with the public on the TorC Wayfinding website (bit.ly/TorCStoryMap) which was updated regularly.

Community and Commission Meetings:

November 19th, 2024: Community Meeting #1

December 18th, 2024: City Commission Presentation #1

April 14th, 2024: Community Meeting #2

August 12th, 2025: Community Meeting #3

August 13th, 2025: City Commission Presentation #2

December 9th, 2025: Community Meeting #4

Public Survey:

There were two public surveys conducted for the TorC Wayfinding plan. The survey links were shared on the project website, on the TorC MainStreet website and social media accounts, and through various email lists.

Public Survey #1: October 1–November 31, 2024

The survey contained 8 questions to help guide the key destinations and sign design. A total of 72 responses were received.

Public Survey #2: March 20–April 30, 2025

The survey contained 7 questions to help identify which of the design options best represents the TorC brand and is most effective at rapidly communicating information. A total of 71 responses were received.

Community Input Summary:

Survey input as well as input from the first open house meeting helped to identify key destinations, goals for community wayfinding, and how the Wayfinding project will fit into the TorC of today. Based on community input and the Manual on Uniform Traffic Control Devices (MUTCD) requirements for wayfinding design, three design options were

developed and presented in the 2nd Community Survey and 2nd Open House. Community input from the 2nd survey and open house helped to refine the wayfinding sign design.

The following graphics summarize the community input that informed this plan:



Describe the feeling you would like T or C to promote.

Relaxing • Serene
Historic
Quirky • Eclectic
Artsy • Creative
Inviting • Welcoming

Name the top community destinations that are the most difficult to find in T or C.

Rotary Park
Trail Head
Ralph Edwards Park
Healing Waters Trail
Visitor's Center

What elements of the T or C experience do you think wayfinding should most contribute to?

Recreational Access
Family Fun
History & Culture

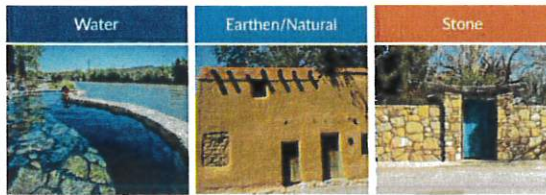
Who should you try to reach with an improved wayfinding system?

Out of town visitors
Recreational Users <i>(bikers, joggers, walkers, etc.)</i>
Families with kids

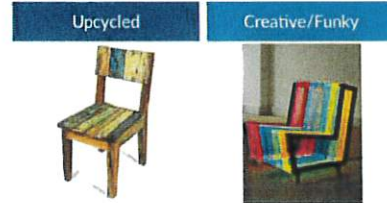
What style of art best represents your vision for T or C?

Street Art/Mural	Landscape	Abstract

What is T or C made of? What materials are beloved and meaningful to the community?



If the wayfinding system was a chair, what kind of chair would it be?



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



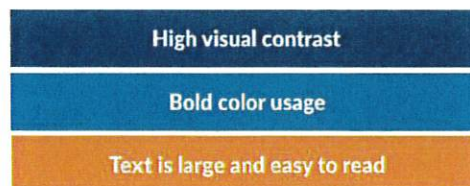
Successful wayfinding signage should be simple, clear, and effective at rapidly communicating information.

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

OPTION B - 80%



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



Additional Survey Input:

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

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

OPTION B - 58%

OPTION A - 38%

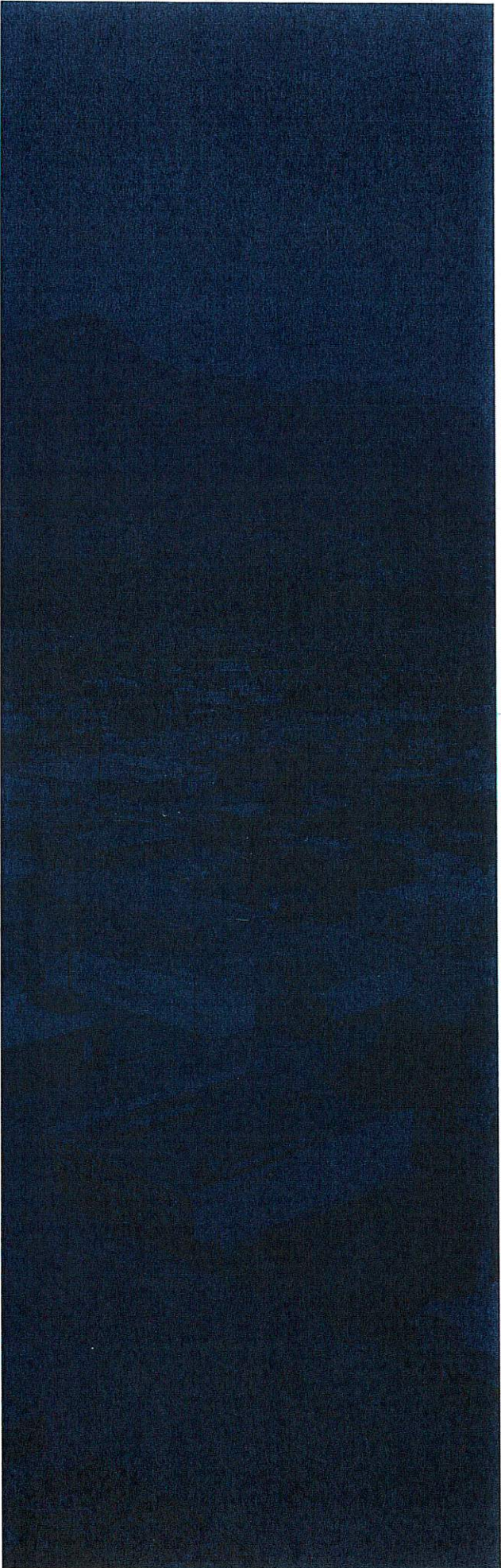


OPTION B - 58%



OPTION A - 38%





Important Destinations

Initial destinations in the City of TorC were identified by the Steering Committee and based on findings from the existing signage inventory. Priority destinations and routes were refined based on results from the public survey and input from community meetings. Over 20 key destinations were identified in the City of TorC.

Destinations:

Museums and Visitor Centers

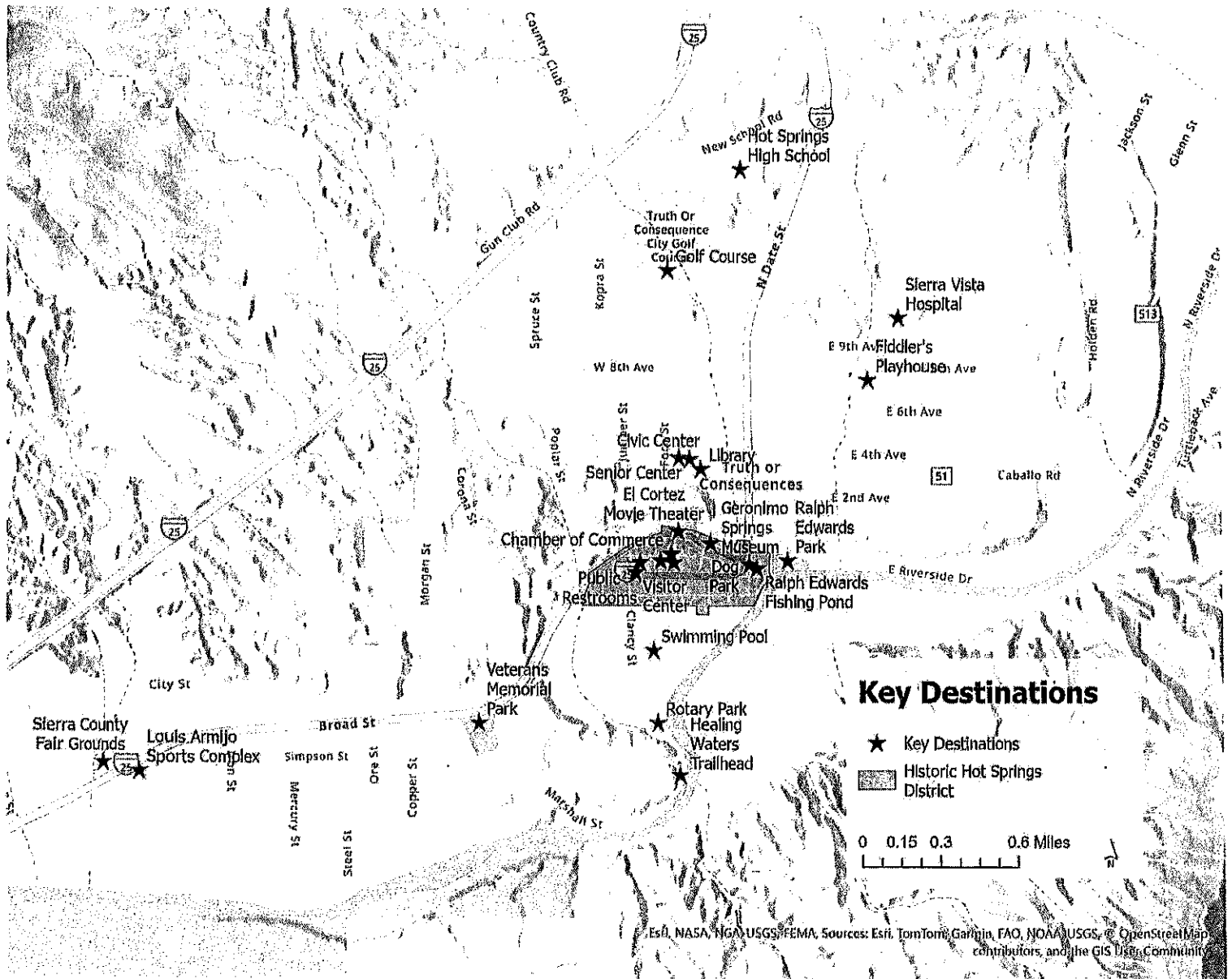
- Geronimo Springs Museum
- Geronimo Trail National Scenic Byway Visitor Center

Recreation and Entertainment

- Historic Hot Springs District
- Healing Waters Plaza
- Ralph Edwards Park
- Ralph Edwards Fishing Pond
- Dog Park
- Swimming Pool
- Rotary Park
- Municipal Golf Course
- Louis Armijo Sports Complex
- Healing Waters Trailhead
- Sierra County Fair Grounds

Civic/Institutional

- Truth or Consequences Civic Center
- Senior Center
- Public Library
- Chamber of Commerce
- Truth or Consequences Elementary School
- Sierra Vista Hospital
- City Pool
- Veteran's Memorial Park



Truth or Consequences Wayfinding Key Destinations Map

4. IMPROVED WAYFINDING SYSTEM

“ ... well-designed signage and environmental graphic programs not only fulfill their communication function of informing, directing, and identifying but also serve to enhance the aesthetic and psychological qualities of an environment.”

— Chris Calori, *Signage and Wayfinding Design*

Wayfinding Priorities

The new wayfinding system aims to connect people to places through the use of signage and other environmental cues that are cohesive, intuitive, and that celebrate local identity. Together, the signs work to orient, educate, and inspire—anchoring people in the landscape and identity of Truth or Consequences while making navigation simple and welcoming.

Cohesive and Predictable

Recognizable and easily understood signage is created through consistent design, which should extend to all aspects of the wayfinding system (sign materials, dimensions, colors, etc.) The TorC wayfinding system will use consistent and predictable sign design to boost users' confidence when navigating through the community.

Celebrate Local Identity

Branded wayfinding celebrates a location's unique identity through the use of color, materials, and local art. The TorC wayfinding system focuses on supporting placemaking, using the TorC brand to provide additional opportunities to symbolically represent the Truth or Consequences community and the MainStreet District.

Intuitive and Easy to Navigate

An intuitive wayfinding system should be clear, simple, legible, and located in the right place. TorC wayfinding signage will include the use of large fonts and bold text styles, color contrast and visual hierarchy, and symbols or icons. The signs will be placed along important vehicular and pedestrian corridors, at important intersections, and at destinations to support navigation, decision-making, and confirmation of arrival.

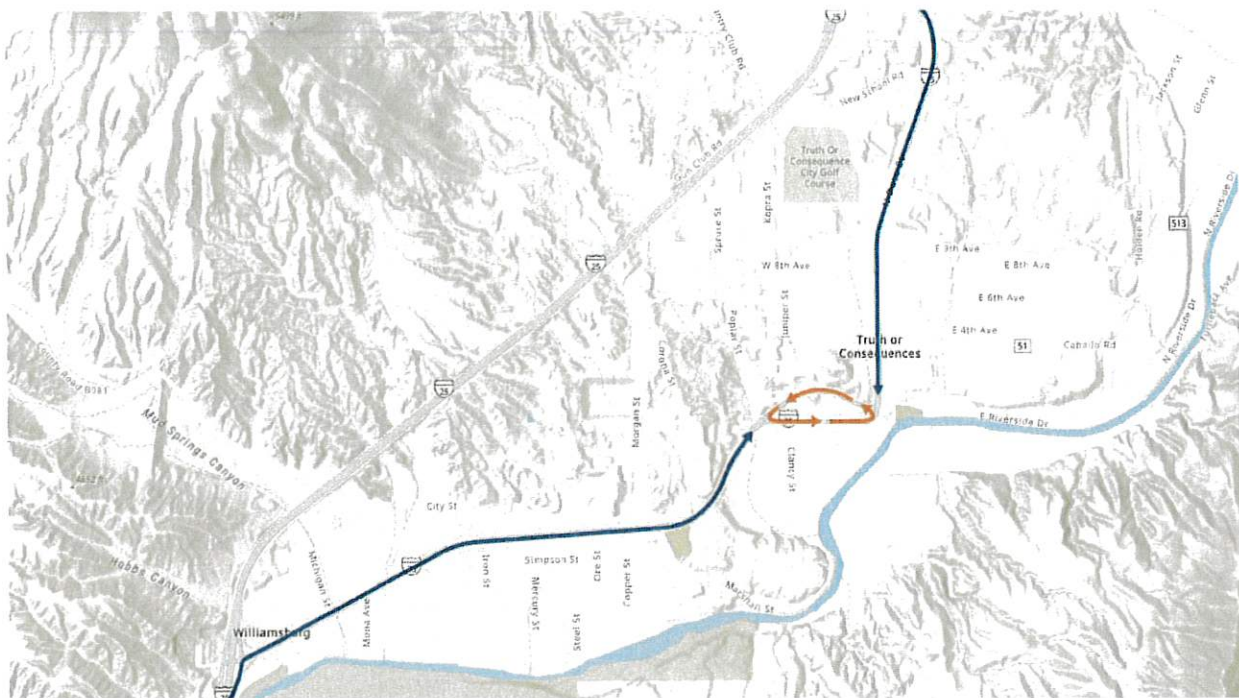
Wayfinding Goals

Encourage Downtown Exploration

The TorC Wayfinding systems is designed to encourage exploration. Once cars get off the highway, directional signage directs drivers to continue the short distance to the Historic Hot Springs District. Once in the District, signage directs drivers to the location of parking, encouraging exploration on foot.

Highlight Key Civic Destinations

The TorC Wayfinding system will highlight key civic destinations such as the Civic Center and Public Library making it easier for residents and visitors to access government services and public facilities, strengthening a sense of community.



Wayfinding Audience

The wayfinding system is designed to support navigation to key destinations around Truth or Consequences by out-of-town visitors, recreational users (bikers, joggers, walkers, etc.), and families with kids. While many wayfinding systems are intended to support first-time visitors who need guidance to navigate the city and discover its attractions, in TorC, the community stressed the importance of also providing support to new and unfamiliar residents to reach key civic destinations such as the senior center or the public pool. The wayfinding system was designed to balance these different wayfinding priorities.

Wayfinding System Summary

The TorC Wayfinding System includes gateway, directional, identification, and informational signage designed to encourage travel from both I-25 offramps into and around the heart of TorC.

Directional:

- **Decision** – Signs located at an intersection or other location where route options need to be clarified
- **Turn** – Signs that indicate the route to a particular destination changes direction, typically placed just before the intersection where the route turns to the left or the right.

Identification:

- **Gateway** – Gateway signs mark the entrance to a community or district
- **Confirmation** – A sign that confirms a person is heading in the right direction, often indicated by a destination name and a straight arrow.
- **Arrival** – A sign that indicates that a person has arrived at their intended destination.

Informational:

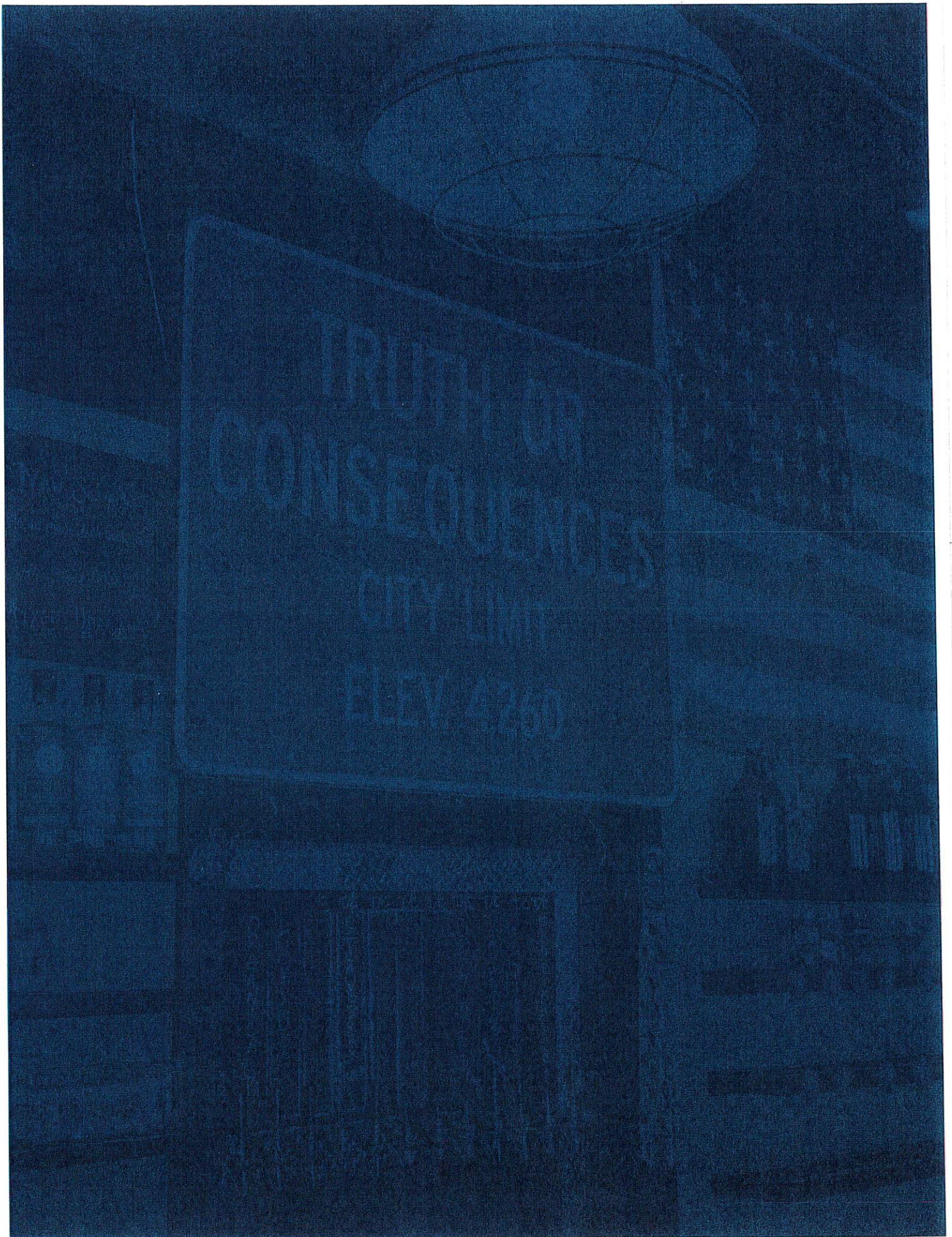
- **Maps** – Maps located in key areas help provide a visual overview of an area that enables pedestrians to plan a route to their chosen destination. (Example: Healing Waters Trail Maps)
- **Facility & Amenity Signs** – These signs provide an overview of the types of facilities and amenities available in an area. (Example: Public restrooms)
- **Interpretive Signage** – Interpretive signs tell a story, providing information about the unique history, culture, and ecology of a place. (Example: Hot Springs Historic District interpretive signage)

Exploratory:

- **Pavement markings** – paint or stamps on sidewalk that indicate a specific area
- **Murals** – murals can help serve as landmarks, creating a unique visual cue that a person has arrived



Examples of potential pavement markings for exploratory wayfinding



Visual Brand/Style Design

In 2020–2021, an extensive Truth or Consequences visual branding project took place which resulted in the current City of Truth or Consequences visual branding.

The Process:

Once information from city stakeholders and the New Mexico MainStreet Revitalization Specialist in Promotion were gathered, the Leighton Moon team (Lm.) met with the appointed community and professional team to learn more about the residents, amenities, and future goals of Truth or Consequences and what they felt was important to market to travelers. From there, Lm. developed a digital moodboard based on previous discussions to spark conversation (and provide visual insight) on what looks and feels like Truth or Consequences.

What It Means:

The Truth or Consequences brand identity draws inspiration from the town's rich blend of cultures, natural elements, and unique rhythm of life. The primary graphic element—featuring overlapping, abstracted forms—represents the fusion of rancher grit and artist spirit, a community grounded in both hard work and creative energy. This duality is essential to the character of TorC, where tradition meets transformation.

The movement within the logo reflects the natural forces that have shaped this place: the flow of wind across the desert, the ripple of water from the iconic hot

springs, and the sense of rejuvenation that defines the town's healing heritage. These waves and curves are not just decorative, they symbolize the journey of wellness that draws visitors to TorC year after year.

Color plays a central role in expressing this story. The warm color palette—Desert Rose, Oasis Orange, and Fresh Brew—evokes the golden-hour glow of the New Mexico landscape and the warmth of community. In contrast, the cool palette—Spa Blue, Medicinal Blue, and Space Blue—represents the serene, soothing experience of the town's natural springs and the quiet magic of its desert nights. The grounding neutrals—Espresso, Charcoal, and TorC Black—provide visual balance while nodding to the earthy tones of the surrounding terrain.

Together, these elements highlight the contrast and coexistence that make TorC special: rural yet vibrant, historic yet progressive, tranquil yet surprising. The identity system supports a wayfinding experience that helps visitors feel not only oriented but also connected—anchored in a place where nature, wellness, and creativity converge.



TRUTH OR CONSEQUENCES

NEW MEXICO

Desert Rose

Oasis Orange

Fresh Brew

Spa Blue

Medicinal Blue

Space Blue

Espresso

Charcoal

TorC Black

LATO

LORA

Brand Essence Statement:

Truth or Consequences is an eclectic hot springs town. A hidden gem—a cultural melting pot—where we blend the serene pace and community-forward values of small town life with big city vibes. Located directly off of a major interstate, Truth or Consequences is surrounded by indescribable natural beauty. Tucked against the backdrop of Turtleback Mountain, hugged by the winding Rio Grande, and nestled between two of New Mexico's largest lakes, Truth or Consequences sits atop a hot springs aquifer rooted in historic healing.

Our world-class, odorless hot springs offer a ph-balanced blend of mineral rich healing waters. Accessible with spas and lodging to fit a wide range of styles, personalities, and budgets for residents and visitors alike, our historic hot springs district continues to be a place where people come to rejuvenate. Medicinal waters are not the only thing bubbling in this frontier of wellness and culture. Experience everything from ancient artifacts to the cutting edge technology of Spaceport America - all in one day. Discover backcountry adventures and then relax in incomparable spas. Truth or Consequences is an arts-forward locale bursting with creativity from both emerging and well-known resident artists and musicians. Fusing together the pastoral and innovational, Truth or Consequences is a place where ranchers/cowboys and artists come together to enjoy a meal at one of the many distinctive restaurants or a pint at our award-winning brewery.

Slow down and soak in all that Truth or Consequences has to offer. Experience a place that encourages you to be yourself. You may end up discovering why so many visitors never leave.



Sign Design

The wayfinding signage system is intentionally designed in the established visual brand language of the City of Truth or Consequences. By aligning with the city's broader identity system, the signs reinforce brand recognition, civic trust, and a unified sense of place throughout the visitor journey.

Each sign integrates subtle background graphics directly utilizing the Truth or Consequences logomark. This choice gives subtle visual texture while remaining understated to maintain optimal legibility and keep navigation clear and intuitive.

Arrival signs are designed to do more than direct—they help tell the story of Truth or Consequences. A dedicated area of the signs provide space for short local facts or stories, tapping into the rich well of community oral history. These can be sourced from local historians, writers, or long-time residents, offering a personal connection to place.

In addition, there's room within the system for artistic expression. Local artists may contribute custom decorative enhancements to designated signs—either through surface treatments, sculptural toppers, or color accents—bringing localized flavor without compromising the wayfinding system's core functionality.

Sign Families

The system is designed as flexible families of signs, with thoughtful variations that respond to context. There are two sign families, one for the broader TorC community, and another for the Historic Hot Springs District. Within the Historic Hot Springs district, for example, signage color shifts to a distinctive palette to subtly communicate that visitors have entered a unique and concentrated zone—a “place within a place.” This design choice supports orientation while also expressing the layered identity of TorC as both a tranquil small town and a vibrant creative hub.

TorC City Signage

The primary TorC sign family is designed to orient visitors who have just exited the highway as well as unfamiliar residents to find civic destinations such as the public library. These signs are primarily designed to orient drivers and will be located primarily along N. Date St. and S. Broadway St. and at key destinations throughout the community.

Consistently using Space Blue, Medicinal Blue, and Spa Blue from the color palette for these signs is representative of the open skies and healing waters. The Oasis orange riders signal the short distance to the downtown district where local businesses and galleries can be found.



Arrival Sign



Turn Sign



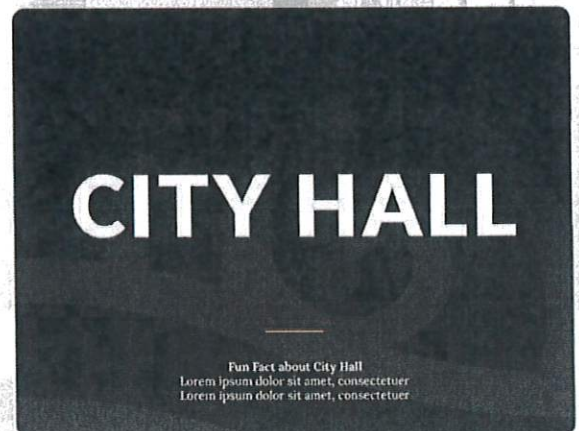
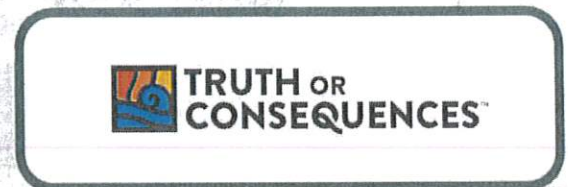
Decision Sign
with Downtown Driving Time Rider



Loop Sign



Decision Sign



Arrival Sign
with Artistic
Add-On Rider (no
artwork)

Historic Hot Springs District Signage

Within the downtown, signs change to highlight MainStreet Truth or Consequences as a vibrant destination within Truth or Consequences. The signs also communicate that this area is the historic Hot Springs district. The design emphasizes the local loop—a one-way

route lined with shops, dining, and art galleries—helping visitors understand that there's more to discover just around the corner. Directional cues and iconography guide foot traffic while reinforcing the area's identity as both a historic and creative core of the city.



Turn Sign



Loop Sign



Monument Sign

Artistic Add-Ons

Artistic Add-Ons allow local artists to enhance wayfinding signs with creative elements like riders, printed back panels, or sculptural toppers. These additions bring community character and artistic expression into the public realm.

Strongly supported in the community survey, this program celebrates the voices of TorC's creative community while keeping signage functional and on-brand. Potentially managed

by MainStreet Truth or Consequences with technical support from New Mexico MainStreet, the program would include artist guidelines, specs, and a selection process to ensure quality and cohesion.



Rider (when no artwork is on display)



Sign Back Print w. example artwork



Rider w. example artwork



Sculptural Slip w. example artwork

5. IMPLEMENTATION

After the approval of the Truth or Consequences Wayfinding Plan by City Commission, signs to be fabricated will be detailed with Design Intent Drawings. These will go to the sign manufacturer who create shop drawings, which are approved by designers before fabrication. Once signs are approved and fabricated, they will be delivered to and installed by a City-approved contractor at designated locations, according to the Sign Removal & Replacement Plan.

Sign Location Plans

5 City Decision Signs

4 City Decision Signs with No Top Rider

3 City Arrival Signs

4 City Turn Signs

7 District Loop Sign A – Signs

3 District Loop Sign B – Signs

3 District Decision Signs

2 District Arrival Signs

2 District Turn Signs

2 Monuments

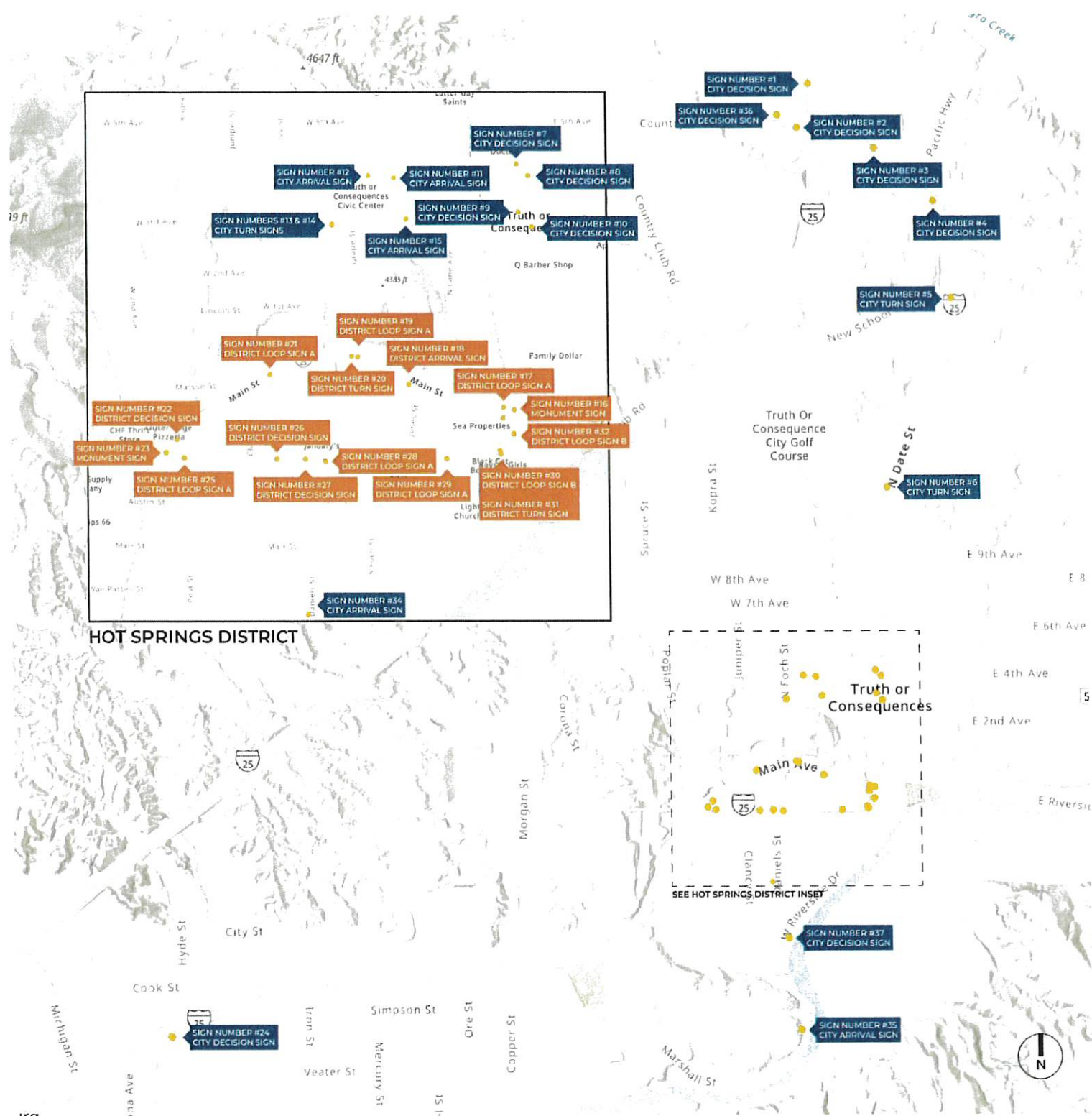
37 Total Proposed Signs

Phasing/Prioritization

Priority 1 – Directional & Confirmation Signage: Signage that directs vehicles from the freeway to the Historic Hot Springs District and other key destinations

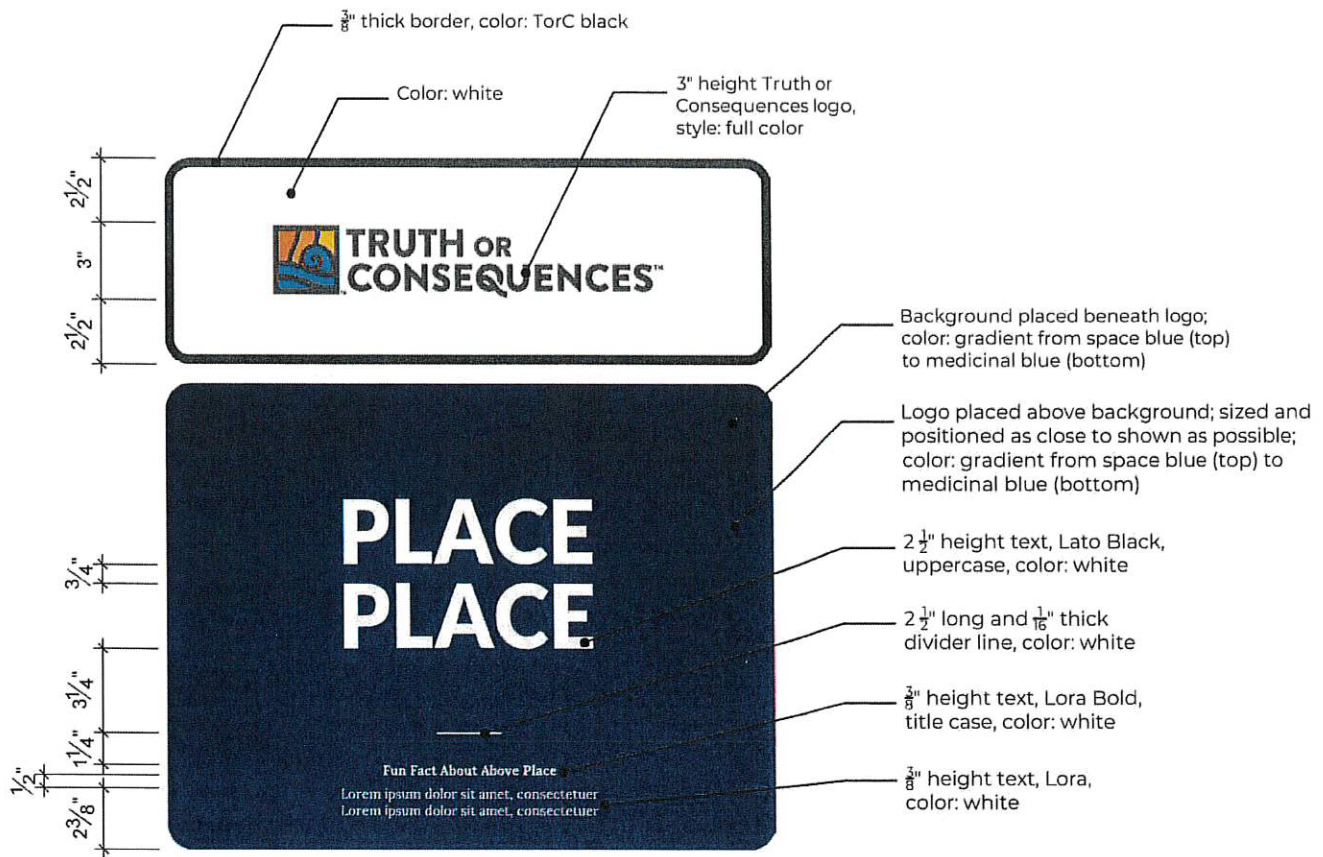
Priority 2 – Arrival Signage

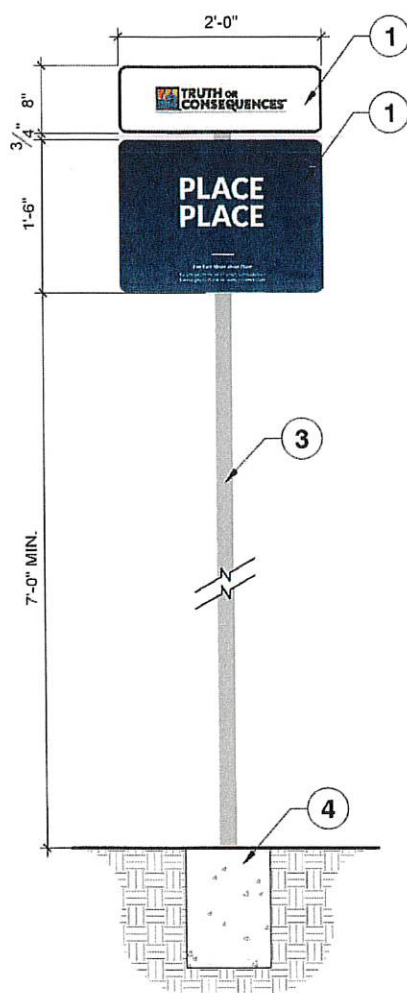
Priority 3 – Gateway & Monument Signage



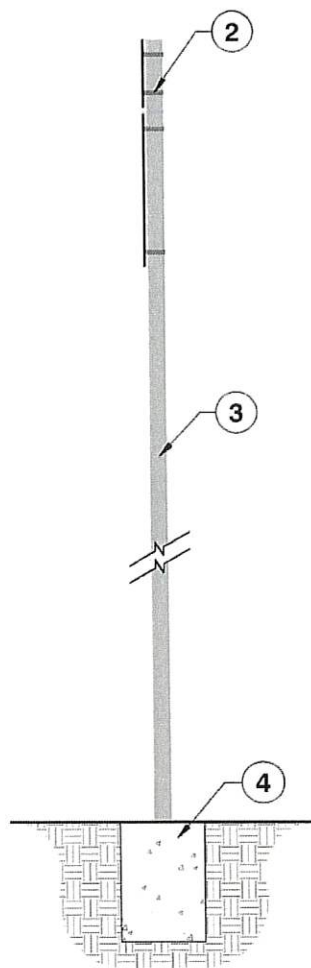
6. APPENDIX

Design Intent Drawings





FRONT ELEVATION



SIDE ELEVATION

- ① **PANEL**
 MATERIAL: 1/4" thick anodized aluminum
 FABRICATION PROCESS: Router-cut
 EDGES: Routed; finished smooth
 GRAPHICS: Screen-printed
 COATING: Anti-graffiti; UV protection
 MOUNTING: Bolted to square tube post or bracketed to light pole

- ② **MOUNTING HARDWARE**
 If mounting on new or existing square tube post, use tamper-proof bolts. Bolt through square with carriage bolt.

FINISH: Bolt tops to be painted color of sign or match finish
 MATERIAL: Anodized aluminum
 EDGES: Bolt, washer, nut

If mounting on existing light pole, use sign mounting brackets, 4" to 12" round, strap-on, stainless steel, unfinished, silver. Use tamper-proof bolts. Field verify pole diameter.

- ③ **POST**
 Field verify if there is existing post or light pole. For all new posts:
 SIZE: 2" x 2" square tube with welded cap
 MATERIAL: Anodized aluminum
 EDGES: Bolt, washer, nut

- ④ **POST FOOTING**
 Footings shall be sized to meet local design standards.

NOTES

Details illustrate possible mounting and/or mounting hardware details and are for reference only. All hardware to be sized by fabricator. Shop drawing submittals shall detail the actual hardware and connections. All connections must be designed for all applicable loads. Shop drawings shall not compromise the visual appearance of the sign shown.

Sign Schedule

Sign Number	Location Description	Sign Type	Post/Mount	Content	OBJECTID	Latitude	Longitude
1	West side of I-25 South about 50 feet before Exit 79	City Decision Sign	Install on new post	Rider: 7 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow)	36	-107.253601	33.15878608
2	Exit 79 off-ramp before overpass above I-25	City Decision Sign	Install on existing light post	Rider: 6 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	37	-107.2542018	33.15694571
3	I-25 near Holiday Inn Express	City Decision Sign	Install on existing light post	Rider: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	6	-107.2503474	33.15608879
4	I-25 near Walmart	City Decision Sign	Install on existing light post	Rider: 4 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	7	-107.2473573	33.15386617
5	Median on New School Rd north of Shell gas station	City Turn Sign with Right Arrow	Replace existing sign on post in median	Schools	33	-107.2464769	33.14981255
6	Date St and Marie St, NW corner	City Turn Sign with Right Arrow	Remove existing sign and install new sign on nearby light post	Municipal Golf Course	9	-107.2499095	33.14192516
7	Date St and 4th Ave, NW corner	City Decision Sign with No Top Rider	Replace existing signs on light post	Line 1: Senior Center (right arrow), Line 2: Civic Center (right arrow), Line 3: NM Public Health (left arrow)	10	-107.2506226	33.13429172
8	Date St and 4th Ave, SE corner	City Decision Sign with No Top Rider	Replace existing signs on light post	Line 1: Senior Center (left arrow), Line 2: Civic Center (left arrow), Line 3: NM Public Health (right arrow)	12	-107.2503478	33.13406319
9	Date St and 3rd Ave, NW corner	City Decision Sign with No Top Rider	Install new sign on existing light post	Line 1: Library (right arrow), Line 2: Comission Chambers (right arrow)	11	-107.2505896	33.13334955
10	Date St and 3rd Ave, SE corner	City Decision Sign with No Top Rider	Install new sign on existing light post	Line 1: Library (left arrow), Line 2: Comission Chambers (left arrow)	34	-107.2502783	33.13304859
11	4th Ave and Grape St	City Arrival Sign	Install on new post on lawn on east side of senior center entrance perpendicular to road	Kenneth W. James Senior Center	13	-107.2535752	33.13402546
12	4th Ave and Grape St	City Arrival Sign	Install on new post on lawn on east side of civic center entrance perpendicular to road	Civic Center	14	-107.2542015	33.13406765
13	Foch St and 3rd Ave, SE corner	City Turn Sign with Left Arrow	Replace existing north-facing sign on post	Library	15	-107.2550947	33.13311888
14	Foch St and 3rd Ave, SE corner	City Turn Sign with Right Arrow	Replace existing south-facing sign on post	Library	38	-107.2550949	33.13309683
15	3rd Ave and Library Lane, NE corner	City Arrival Sign	Install on new post	Library	16	-107.2532847	33.13321662
16	Date St median facing north	Monument	Install on gabion structure	As shown in design intent drawings	17	-107.2507285	33.12943944
17	Date St near Serenity Clothing Store	District Loop Sign A	Install on existing light post	As shown on design intent drawings	18	-107.2509751	33.12949228
18	Main St at Post Office	District Arrival Sign	Install on new post in gravel mulch area west of post office entrance	Post Office	19	-107.2532454	33.12994593
19	Main St and Foch St, NE corner	District Loop Sign A	Install on existing light post above pedestrian crossing signs	As shown on design intent drawings	20	-107.2544888	33.13048634
20	Main St and Foch St, NW corner	District Turn Sign with Right Arrow	Replace existing sign on square post	Library	21	-107.2546339	33.13050088
21	Main St and Garst St, NE corner	District Loop Sign A	Install on existing light post	As shown on design intent drawings	22	-107.2566388	33.13014427
22	Main St across the road from Outer Edge Pizza	District Decision Sign	Install on existing light pole before turn	Line 1: More Shops (left arrow), Line 2: Veterans Memorial Park (up arrow), Line 3: County Fairgrounds (up arrow)	24	-107.258876	33.12886326

Sign Number	Location Description	Sign Type	Post/Mount	Content	OBJECTID	Latitude	Longitude
23	Median between Main St and Broadway St facing southwest	Monument	Install on gabion structure	As shown on design intent drawings	23	-107.2591345	33.12860456
24	Widest part of S Broadway St median between E Val Verde Ave and Hyde Ave	City Decision Sign	Install on new post	Rider; 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow)	39	-107.2864326	33.11911976
25	Broadway St and Post St, SW corner	District Loop Sign A	Install on existing light post above pedestrian crossing signs	As shown on design intent drawings	25	-107.256715	33.12850146
26	South side of Broadway St between Clancy St and Daniels St	District Decision Sign	Install on new post	Line 1: Free Parking (left arrow), Line 2: Restrooms (left arrow)	26	-107.2564905	33.12847016
27	Broadway St and Daniels St, SW corner	District Decision Sign	Install on existing light post above pedestrian crossing signs	Line 1: Healing Waters Plaza (left arrow), Line 2: Pool (right arrow), Line 3: Rotary Park (right arrow), Line 4: (Hiking icon) Healing Waters (right arrow)	27	-107.2557095	33.12847486
28	Broadway St outside of Ingo's Art Cafe	District Loop Sign A	Install on existing light post	As shown on design intent drawings	28	-107.2553049	33.12843977
29	Broadway St outside of First Baptist Church	District Loop Sign A	Install on existing light post	As shown on design intent drawings	29	-107.2523466	33.12847619
30	Median between N Broadway St and S Broadway St, behind and to the left of existing I-25 sign	District Loop Sign B	Install on new post	As shown on design intent drawings	30	-107.2510733	33.12862937
31	Median between N Broadway St and S Broadway St, behind and to the right of existing I-25 sign	District Turn Sign with Right Arrow	Install on new post	Ralph Edward's Park	35	-107.2510403	33.12856243
32	Date St and Main St, SW corner	District Loop Sign B	Install on existing light post	As shown on design intent drawings	31	-107.2507423	33.12895933
33	Main St at southern end of Date St median	District Loop Sign A	Install on new post	As shown on design intent drawings	32	-107.2509948	33.12927742
34	Daniels St about 2 feet to the left of one-way alley	City Arrival Sign	Install on new post	Public Pool	40	-107.2556866	33.12540499
35	Entrance to parking area for Healing Waters trailhead	City Arrival Sign	Install on new post	Healing Waters Trailhead	41	-107.2542865	33.11946336
36	North side of Country Club Rd. across from Exit 79 offramp	City Decision Sign	Install on new post	Rider; 5 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow)	42	-107.255279	33.15731787
37	About 5 feet before left turn into Rotary Park	City Decision Sign with No Top Rider	Install on new post	Line 1: Rotary Park (left arrow); Line 2: (Hiking icon) Healing Waters (up arrow)	43	-107.2552494	33.12306208

TRUTH OR CONSEQUENCES WAYFINDING PLAN

PUBLISHED 2026



2025 Crime Trends

- A comprehensive analysis of crime statistics and law enforcement activity across violent crime, property crime, and police operations for the year 2025.



IBRS Group A Offenses			
Select Council District		Select IBRS Category	
All		All	
IBRS Category	Description	Count	Percentage
00A	Homicide: Murder	12,826	22.826
00B	Homicide: Negligence	22,820	16.859
00C	Homicide: Justified	19	0.001
100	Kidnapping / Abdu	27,283	17.283
11A	Rape	13,656	13.656
11B	Sodomy		
11C	Sexual Assault with		
11D	Fondling		
120	Robbery		

1

OVERVIEW

Crime Statistics at a Glance

11951

Total Calls

Total number of calls for service received in 2025

269

Arrests Made

Total arrests conducted throughout the year

2902

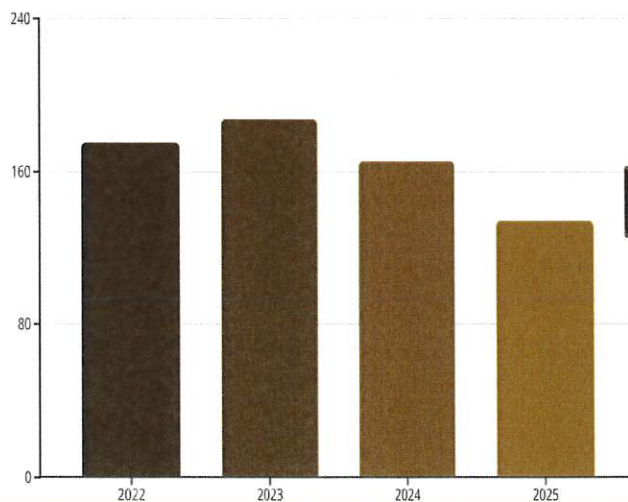
Traffic Stops

Vehicle stops conducted by officers

2

Domestic Disturbance Patterns

Domestic disturbance calls have shown a significant downward trend, declining from 187 incidents in 2023 to 134 in 2025. This represents a 28% decrease and marks the lowest level in the four-year period analyzed. The reduction may reflect improved community resources and intervention programs.



5

Violent Crime Category Breakdown

Assault

56 incidents in 2025
Up from 49 in 2024

Child Abuse

11 incidents in 2025
Down from 15 in 2024

Domestic

134 incidents in 2025
Down from 165 in 2024

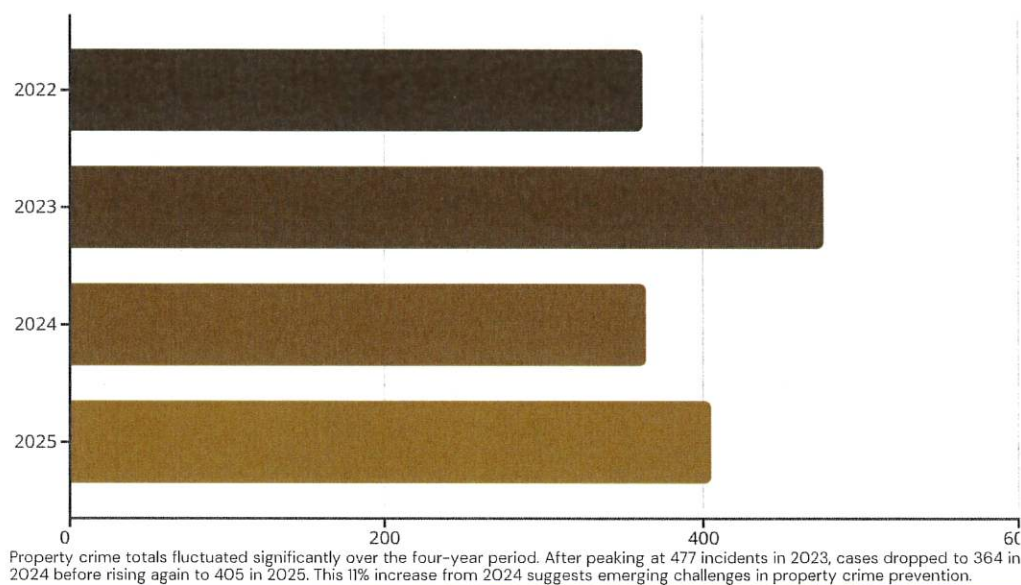
Fight

37 incidents in 2025
Down from 40 in 2024



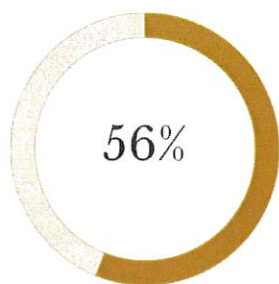
6

Property Crime Four-Year Comparison



9

Auto Burglary and Theft Decline

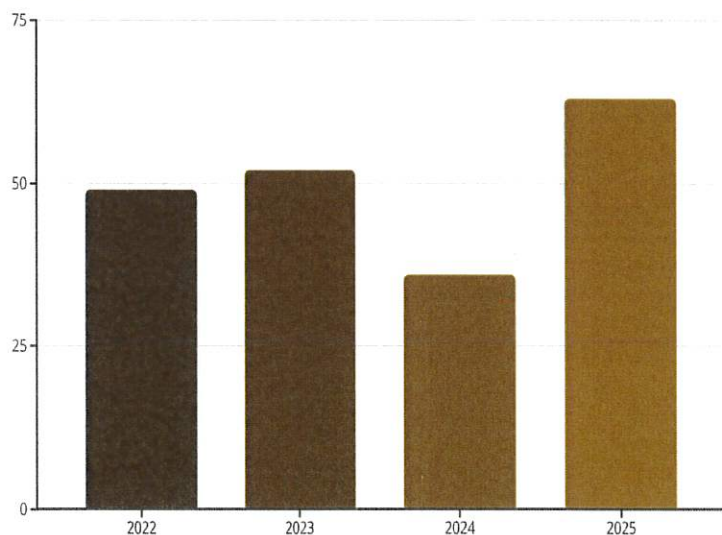


Decrease in auto burglary/theft from 2024 to 2025

Auto burglary and theft incidents dropped dramatically in 2025, falling to just 15 cases from 34 in 2024. This represents a 56% reduction and marks the lowest level in the four-year period. Enhanced vehicle security technology and targeted enforcement efforts likely contributed to this positive trend.

10

Shoplifting Increases Significantly



Larceny-shoplifting cases surged to 63 incidents in 2025, up 75% from 36 cases in 2024. This represents the highest level in the four-year period and signals a growing challenge for retail businesses and law enforcement.

The increase may reflect economic pressures, organized retail crime, or gaps in loss prevention strategies.

13



Theft Trends Analysis

General theft incidents remained elevated in 2025 with 203 cases, representing a slight 2% increase from 199 cases in 2024. Theft consistently represents the largest category of property crime, accounting for approximately 50% of all property offenses.

- 1 — 2022
157 theft cases
- 2 — 2023
234 theft cases - peak year
- 3 — 2024
199 theft cases - decline
- 4 — 2025
203 theft cases - stable

14



 ENFORCEMENT

Law Enforcement Activity

Beyond responding to crimes, law enforcement conducted extensive proactive operations in 2025. Traffic enforcement, arrests, and citations represent critical components of maintaining public safety and order.

17

Traffic Enforcement Operations



2,902 Traffic Stops

Officers conducted 2,902 traffic stops throughout 2025, averaging approximately 242 stops per month. These stops serve multiple purposes including enforcement, education, and crime detection.



1,648 Citations Issued

A total of 1,648 citations were issued in 2025, representing approximately 57% of all traffic stops. Citations address violations ranging from speeding to equipment failures.

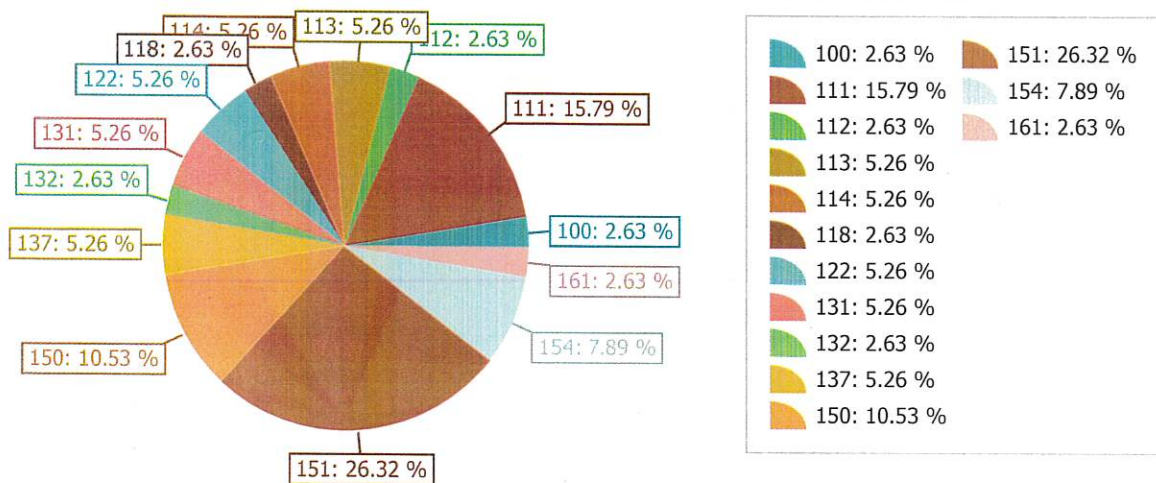


13 DUI Arrests

Officers made 13 DUI arrests in 2025, removing impaired drivers from roadways and potentially preventing serious accidents and injuries.

18

Incident Reports By Incident Type, Summary



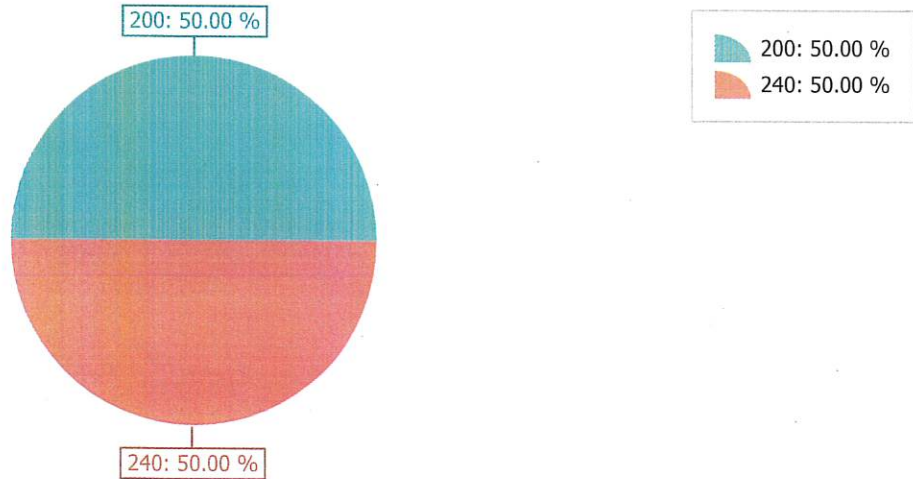
Incident Type

Incident Type	Total Incidents	Percent
100 - Fire, other	1	2.63%
111 - Building fire	6	15.79%
112 - Fires in structure other than in a building	1	2.63%
113 - Cooking fire, confined to container	2	5.26%
114 - Chimney or flue fire, confined to chimney or flue	2	5.26%
118 - Trash or rubbish fire, contained	1	2.63%
122 - Fire in motor home, camper, recreational vehicle	2	5.26%
131 - Passenger vehicle fire	2	5.26%
132 - Road freight or transport vehicle fire	1	2.63%
137 - Camper or recreational vehicle (RV) fire	2	5.26%
150 - Outside rubbish fire, other	4	10.53%
151 - Outside rubbish, trash or waste fire	10	26.32%
154 - Dumpster or other outside trash receptacle fire	3	7.89%
161 - Outside storage fire	1	2.63%

Total Number of Incidents: 38

Total Number of Incident Types: 14

Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
200 - Overpressure rupture, explosion, overhear other	1	50.00%
240 - Explosion (no fire), other	1	50.00%

Total Number of Incidents: 2

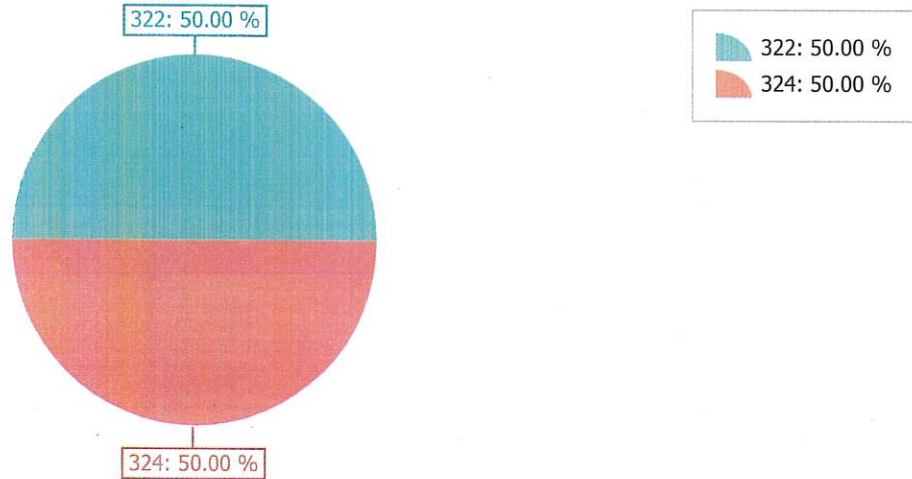
Total Number of Incident Types: 2



**310 East 9th Ave.
Truth or Consequences, NM 87901**

(575) 894-2132 - Station • (575) 740-1640 - Chief

Incident Reports By Incident Type, Summary

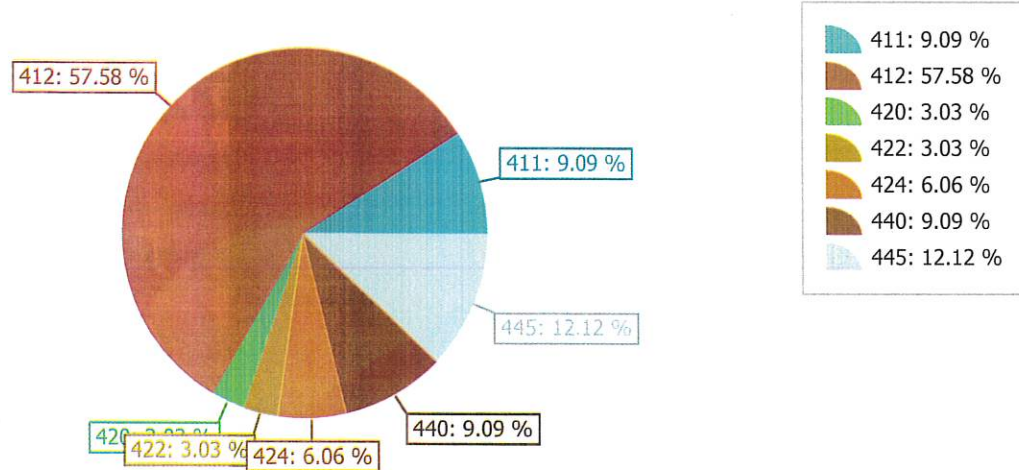


Incident Type	Total Incidents	Percent
322 - Motor vehicle accident with injuries	9	50.00%
324 - Motor vehicle accident with no injuries.	9	50.00%

Total Number of Incidents: 18

Total Number of Incident Types: 2

Incident Reports By Incident Type, Summary

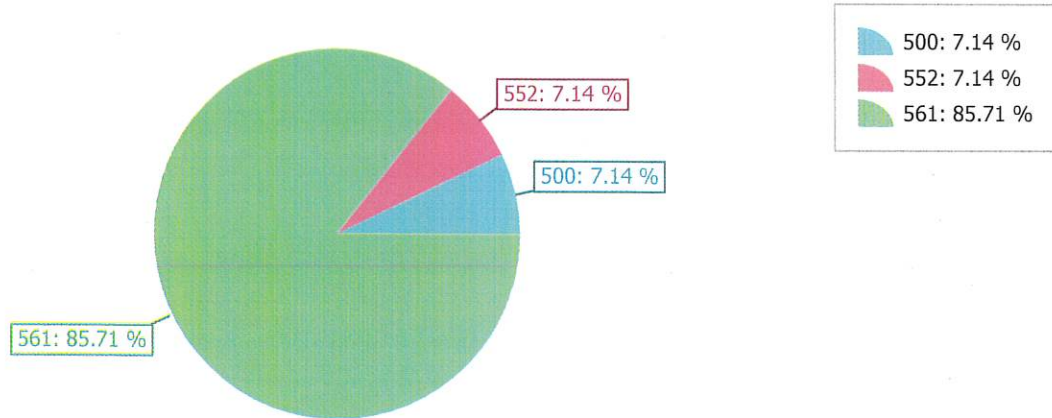


Incident Type	Total Incidents	Percent
411 - Gasoline or other flammable liquid spill	3	9.09%
412 - Gas leak (natural gas or LPG)	19	57.58%
420 - Toxic condition, other	1	3.03%
422 - Chemical spill or leak	1	3.03%
424 - Carbon monoxide incident	2	6.06%
440 - Electrical wiring/equipment problem, other	3	9.09%
445 - Arcing, shorted electrical equipment	4	12.12%

Total Number of Incidents: 33

Total Number of Incident Types: 7

Incident Reports By Incident Type, Summary

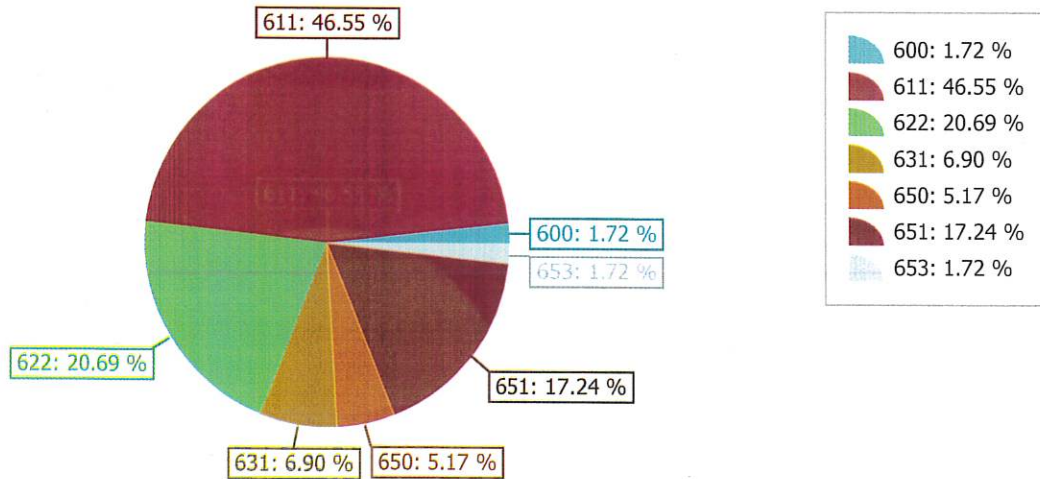


Incident Type	Total Incidents	Percent
500 - Service Call, other	1	7.14%
552 - Police matter	1	7.14%
561 - Unauthorized burning	12	85.71%

Total Number of Incidents: 14

Total Number of Incident Types: 3

Incident Reports By Incident Type, Summary

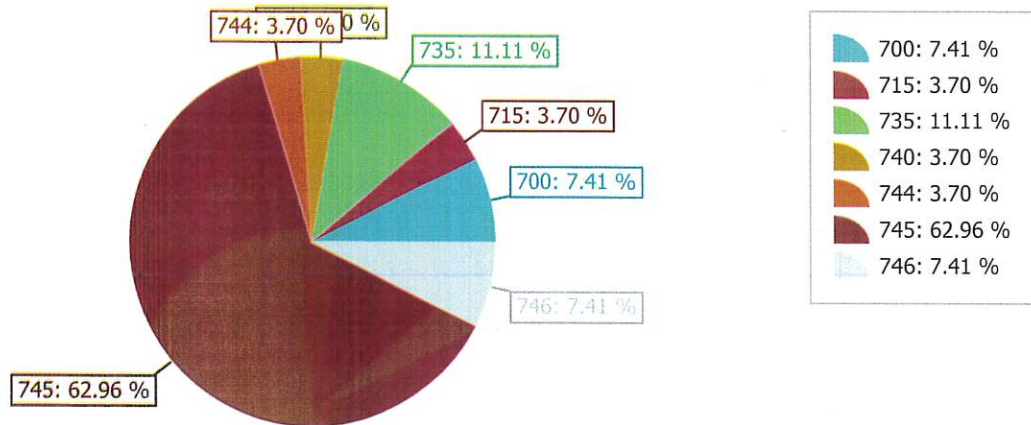


Incident Type	Total Incidents	Percent
600 - Good intent call, other	1	1.72%
611 - Dispatched & canceled en route	27	46.55%
622 - No incident found on arrival at dispatch address	12	20.69%
631 - Authorized controlled burning	4	6.90%
650 - Steam, other gas mistaken for smoke, other	3	5.17%
651 - Smoke scare, odor of smoke	10	17.24%
653 - Smoke from barbecue, tar kettle	1	1.72%

Total Number of Incidents: 58

Total Number of Incident Types: 7

Incident Reports By Incident Type, Summary



Incident Type

Total Incidents

Percent

700 - False alarm or false call, other	2	7.41%
715 - Local alarm system, malicious false alarm	1	3.70%
735 - Alarm system sounded due to malfunction	3	11.11%
740 - Unintentional transmission of alarm, other	1	3.70%
744 - Detector activation, no fire - unintentional	1	3.70%
745 - Alarm system activation, no fire - unintentional	17	62.96%
746 - Carbon monoxide detector activation, no CO	2	7.41%

Total Number of Incidents: 27

Total Number of Incident Types: 7



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, February 25, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 6, 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 3-11-26

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, FEBRUARY 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
Hon. Ingo Hoepfner, Commissioner
Hon. Chaz Glines, Commissioner

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

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

2. SILENT MEDITATION:

Mayor Hechler: I just wanted to announce that the funeral services for Cookie Johnson are going to be on Saturday at 10am at Our Lady of Perpetual Help, if anybody would like to attend. It's open to everyone so please do so. Let's remember her and her legacy in the next fifteen seconds, please.

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Commissioner Forrister made a motion to approve the agenda moving item H2 before item H1. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. COMMISSION COMMENTS:

Commissioner Forrister: We had the Jordan's Way fundraiser today at the Animal Shelter, and I decided to bring some 4H kiddos there so that I wouldn't have to volunteer as tribute, as our fellow Commissioner had to get his legs waxed today. I got out of there just in time before it got sketchy, but it was a really fun event. The kids had a really good time, they locked some of the kids in the kennels and they had to call grandparents, parents, and family, to help them get out before they had to eat a nasty jelly bean or a black scorpion, and I think Tara, at this moment, is up to raising \$7,400 for our Animal Shelter, so that's really great.

Commissioner Glines: Good afternoon everyone, good to see the seats filled and people actively engaging with us here this afternoon. I have a couple things for my report today, I spent a good amount of time with City Manager Whitehead on Tuesday the 17th, doing a city tour and meeting with the people and departments that make the city go. Thank you to everyone actively working for the city and what you do for us, especially those with jobs that would be considered undesirable by some. I gained perspective and initiative all in a lengthy afternoon, I still have my departments to visit and people to meet, I have to finish before my 100 days. I've completed a 500-person poll of voters in the city, and I have results from it to report this afternoon. Thanks to everybody that participated. I gained perspective and initiative from it as well. The poll was simple; upon listening to residents about what matters most in our community. What issues do you think should be our top priority? I tiered it into three different sections to break it down. I got about 400 results:

- Water infrastructure was number 1 – constituents report significant frustration in the current state of water delivery systems, they observe frequent leaks and aging pipes that threaten the reliability of the potable water supply, residents feel the local government focuses too much on long-term planning while neglecting visible daily maintenance. The gap between planning and action creates a sense of urgency among the public. Beyond basic repairs, the community expresses concerns about how existing water resources will support new housing developments. These messages indicate that the public views water security as a fundamental responsibility of local government.
- Road maintenance and repairs was number 2 – constituents report the local roads are deteriorating rapidly, creating safety hazards and damaging vehicles. They express frustration with the perceived lack of progress, noting that planning efforts have not resulted in visible improvements to side streets or neighborhood infrastructure. Specific concerns include the inequality of unpaved gravel roads in established residential areas; as well as the presence of water leaks and potholes.

- Number 3 was traffic safety measures – constituents report dangerous driving conditions across several local streets, specifically highlighting excessive speeds and difficult navigation of the downtown corridor. Many residents feel that the current road configurations, such as reduction of lanes downtown, have made driving more difficult without providing the promised safety benefits.
- People are also frustrated by neighborhood blight caused by abandoned or wrecked vehicles left on public streets, which they believe degrades the community and complicates traffic flow. These messages indicate a need for the city to re-evaluate street designs and commit more resources to traffic law enforcement. I have a bunch of comments, I won't read those now, but I can get those out. This is an incomplete poll, a small sample, and is nothing this Commission and the City Manager has not already heard. I would like to say that a lot of these issues are being actively faced and progress is being made at a rapid pace. I'm looking forward to running this poll a couple years from now to really challenge what we're doing today. I'm also looking forward to running more polls here soon and just targeted focus ideas of what we need to hear from you all. While I have this galley full, I'd like to address things I've seen online with a statement: every Commissioner has an email and a phone number, we are local elected officials, and your voice should be heard by us. Please reach out to us, emails preferred by myself, but we have all contact info available to you at any time. Thank you.

6. STAFF COMMENTS:

Tara Manning, Animal Shelter Supervisor: Today was the big day, Jordan's Way came in, and we had so much fun. There's pie, eggs, slime, I have everything on me. So far our total is at \$7,600 raised in three hours. The fundraiser is still going, hopefully we get more in. We're super excited, but it was a lot of fun, a great turnout, and I appreciate everyone from the community that came, the Commissioners, the Mayor, OJ Hechler came in, it was probably the best turnout we've ever had. It was a complete blast, and I appreciate everyone for showing up. If you think I'm crying, I'm really not, it's whipped cream that's still stuck in my eyes. I'm sorry if I smell, and don't mind the appearance. Thank you so much for everyone that came and everyone that supported the shelter, it meant a lot to us.

Commissioner Forrister: If you guys didn't see it online, it was a live event. Tara's dedicated, I saw her put peanut butter on her face, including her lips, and a dog lick it off.

Tara Manning, Animal Shelter Supervisor: I actually had a peanut up my nose earlier.

Commissioner Forrister: It was great, so much fun to be a part of.

Tara Manning, Animal Shelter Supervisor: It was, thank you for coming. I appreciate it.

Mayor Hechler: Wonderful job, Tara, way to get our community involved and everybody excited. Every year it gets bigger and better. I keep on wondering what we are going to do different, and it gets more exciting every year. You're doing a wonderful job.

Tara Manning, Animal Shelter Supervisor: Thank you, it means a lot to me.

City Manager Whitehead: I have a couple things. It's good to see a good turnout from the community here today. I'll keep my report simple, as I try to do here. Things remain really busy for us, I really appreciate the time I got to spend with Commissioner Glines, we'll continue to do that. We have another half day planned, I think it's important. What I will share with the public, as they're here listening and get to see Tara, it's a vision and it's the hope that we create that much enthusiasm amongst all the departments in the city. It shouldn't just be something that's one department, we have to keep working every day to get that pride factor back, and get everybody to pitch in and make sure that we're putting our best efforts forward. I appreciate the poll and the information, again, it's not surprising, I hear that. The staff will come in and say, "Boy we're getting a lot of comments about water leaks." And I say, "Yeah because we have a lot of water leaks." That's a fact, so we'll continue to work hard on that. The progress is going well, our first water project is moving along really fast. I will let you know that today we hosted a very good meeting with the school system. We recognize that the school went through a tough situation where we had a valve that was turned off in the system, and they didn't have proper water pressure to keep the restrooms up, so they had some days a couple months ago where they had to shut the schools down. We've met with the schools, we're committed to doing everything we can to make sure that the water system, when we're doing renovations, doesn't create a situation where they have to send kids home. We recognize that's hard on the kids, it's hard on education, and it's hard on the families that have to deal with that situation. Our engineering team has mapped out some strategies, and we'll remain connected to the schools as we go through this process so we don't have them spending unnecessary dollars, and we make sure that we are working hand-in-hand to get that accomplished. The last thing I'll report, I might steal your thunder, but the legislative session closed. We did a lot of hard work, we took the Commission up, we were able to receive funding and it looks like, if the governor signs it, we'll have \$500,000 to invest in the Lee Belle Johnson center. The vision there would be that we go in and we re-form and restructure the foundation, that's the focus, so that we get that building reopened. We also received \$370,000 for the design and construction of Marie Street, so we'll begin that process, which will help us get that dam recertified, potentially get some sidewalks, and start getting that paving done. I recognize those comments, and we were pretty successful there. Other than that, I would stand for any questions from you guys. If not, we're good to go here.

Mayor Hechler: Since you opened the door, so we were successful at the legislative sessions, as Gary just described. I was disappointed in the governor's office, we didn't get any capital money from the governor's office, so that was a let down, but then things happened, and we were notified, about a week ago, that we received funding from Ben Ray Lujan and Representative Vasquez in the form of \$1,092,000 for the Clancy Street project. This is a project we've been chasing down since 2024. It was funded in 2025,

then the federal government had some shutdowns and it was delayed. It's a project that should take place in 2026. That's the good part. The bad part is that we went after it in 2024, and I'm sure prices will change. I'm sure we'll have to find some extra money, but we have a start on it. But this will give us the basis to apply for additional revenue, and I think we'll get it fully-funded, so this is a good start. The other thing that happened was that we received \$1,075,000 from Senator Heinrich under similar circumstances, and that is for water infrastructure. That will be added to the \$50 or so million we are already juggling up in the air, trying to get spent. So those are two pieces of good news, I think that will help our community down the road. I was going to announce that next time, but since you started it, we might as well finish it.

C. PRESENTATIONS:

1. Joint Powers Authority Structure and Regional Collaboration. Patrick Pharris, PreReal Investments.

Mayor Hechler: Let me preface this item by saying this: This is a presentation only. We chose not to make it an action item, which means we won't be making any decisions today, because we want to hear from our constituents on what their feelings are, and then after today, we'll weigh what is said during our public comment, and we'll have further meetings with our leaders in our community, whether it's the City of Elephant Butte, or Sierra County, or Williamsburg, and we'll have further discussions. Before any decisions are made, we'll make some public announcements as well, and we'll do it in the light of day so everybody knows what's going on. I think that's as fair as we can make it.

Patrick Pharris, PreReal Investments presented. A copy of the presentation is attached hereto, and made a part hereof.

Commissioner Glines: I appreciate the effort to address Sierra County's anticipated growth, but I must express serious concerns about the proposal for the gateway alliance as presented. The materials, both on the screen and in the agenda packet, are incomplete and fall short of what is required for a matter of this magnitude involving public and private partnerships. Most noticeably, it lacks any references, cited sources, or studies to support its claims, particularly of the population economic projections on the early slides. Without verifiable data, these figures raise legitimate questions about credibility. For context, the January 28th Wayfinding presentation on road signs was detailed, sourced, and thorough. I feel like this whole presentation is unfinished, especially for joint consideration by Sierra County's four governing bodies. You said it's a non-profit, but it's a 501c6 structure, which is an entity designed to promote common business interests with a specific industry, not to deliver broad public services. The SGA aimed at directing services to fund to the public at large seems misaligned with the IRS guidelines for 501c6 organizations. Research shows that mutual partnerships can help 501c6 access public funding eligibility, bridging private interests in government resources. However, on slide 15, page 18 in our packet, says that the SGA board includes one representative from each participating municipality, which would explicitly prevent those municipal governments from holding majority. Combined with visuals

depicting funds flowing to the SGA, an alliance position above government entities, the structure suggests control of our public dollars could rest primarily with a non-elected, which is a major concern for me, PreReal and appointees, rather than local elected officials, being in control of our public dollars. I'm uncomfortable with a private entity akin to a Chamber of Commerce, overseeing public funding reserved for municipalities. 501c6 does enjoy tax-exempt status, they can be considered non-profit, but they have rights to lobby, engage in political activities including supporting our opposing candidates. They can run advertising campaigns, they can form PAC's (Political Action Committees). With elected officials and potential future candidate serving on the SGA board and potentially influencing public fund allocation, it creates apparent opportunities for conflicts or loopholes, especially in a politically-charged environment, where, aligned with powerful stakeholders including access to the governor's office could influence decisions. Why should PreReal and T or C join a joint powers agreement with a PreReal-initiated 501c6 that seats sole grant execution authority to other municipalities, and then to the SGA, where we hold no majority voice? What benefits would we gain that outweigh these concessions? Would any connection to higher offices through SGA or PreReal truly serve our constituents first? I'm not opposed to the SGA's creation in principle, I recognize we need every resource possible for growth, growth is coming, but the current format for local government interaction, funding oversight, and control, doesn't inspire confidence, that's why everybody's here right now. If T or C declines to participate while the three other entities join, we risk being placed into direction competition with a unified block against us. It's full-scope, I think it needs reworking, more detailed sourcing, clear government safeguards ensuring public accountability, majority of municipal influence where public funds are involved, prioritization of local constituents over private interests (including PreReal's investments in related entities), and transparent analysis of risk and benefits for each community. Convince us and the public watching that the advantages far outweighs the cost, provide a painfully thorough, fully-documented version that addresses these concerns head-on before any vote is expected, at least for my seat. We need help, and we welcome thoughtful partnerships, but the price for participation must demonstrate benefits for every resident of Truth or Consequences. Sierra County comes first, not at their expense. Thank you for your time to hear these concerns, I look forward to a stronger presentation.

Patrick Pharris, PreReal Investments: Terrific, that's great. Let me try to address, I think you had 9 questions in there, I'm going to try to get each one of them one by one. So you need to understand, I would like to ask you to please understand how this process came together, because many of you may not know. Mayor Hechler, myself, Mayor Holcomb, and Chairman Paxon sat down together, and I said, "Hey guys, why aren't you working together? Why have you not met? Why do you not have one strong voice? Why have you not embraced private sector?" and please understand, this is not a PreReal initiative. There are 5 private entities who've agreed to this already: they are Turner, Spaceport Virgin, PreReal, and the Marina. So, I wanted to make that part clear. The next part is, you said that this presentation falls short of a formal presentation. Of course it does. The first meeting was with the mayors and the chairman, the next meeting was with – actually the first meetings were with the private sector to agree, then it was with senior elected officials, then it was with city managers, then it was with

leader Gail Armstrong, senator Brantley, and state representative Dow. Got together with them and they said the same thing the mayors did, which was, "Yes." I'm not going to use the word consensus, I got in trouble for using that last time. We had an agreement in concept, and I asked the mayors, "Can I go around and ask other people and say that we have spoken?" Right, Rolf?

Mayor Hechler: Yep.

Patrick Pharris, PreReal Investments: Okay. Then I met with a few council members who I knew, or had been introduced to. I haven't met the three of you, Amanda, we didn't meet together, but I know you. So I went, "Hey gang, here's the big picture, what do you think?" and they went, "Wow." There was one elected official who literally said, "We don't think this big. We don't have the experience to implement these kinds of programs." Okay, great, well guess what, we do. And we're asking for help, we're not asking for money, this is not a handout. So with this presentation, Commissioner, it is in concept. We have had no feedback from any Commissioner whatsoever to say, "Hey guys, great idea. Let's go have a cup of coffee and talk about some of the kinds of things we'd like to see." This is the first presentation. You all, as a next step, need to get together internally, and say, "Huh, okay it might be a good idea." Like you said, you're not against it, "I want more information, give me that information Pat." Great, we can do that. Your next step is to talk to the other city and the county and say, "Hey what do you guys think? We partner up on this thing or you want to totally blow it off?" it's whatever you want to do. We do not have to do this together. It doesn't have to happen, it doesn't need to come together, but we wanted to at least come to you and say, "Hey guys, the business is coming. Should we prepare for it?" it's not a build it and they will come, it's a they will come, are we prepared? Your other question was a 501c6, I believe it was inferring the difference between a 6 and a 3. They are two different structures of non-profits, one can be retained to implement a product, much like a Chamber of Commerce, and one cannot. One structure can have everybody on the same board, one structure cannot. If you do the JPA, it must be completely arms-length from the alliance, by law. You can't be on our board, we can't be on your board, legally. There was another question you asked, I'm so sorry, I'm just trying to get to the top of it so that your constituents can hear quick answers to the quick questions that came off of Chat GPT or whatever it was, which was great because you have to write the asked questions. You guys, it's a brilliant thing to use, it's a fantastic tool, and you should use it because it expedites your time. Were you the person that wrote the other one that said, "Hey this is written by AI as well."? You guys, there are technologies that are available to us today, to maximize the use of our time, human resources, financial resources, and you should use them. They're there. You're right. Sorry Chaz, I'm not too far off, though, right? But it's okay. There was another question too, I'm so sorry.

Commissioner Glines: Which one did you want me to read?

Patrick Pharris, PreReal Investments: I don't know, there's a whole bunch of them. How about we do this, go ahead and email them to me and I'll respond to them, that'll be great.

Commissioner Mitchell: The only thing I was really concerned about, and Chaz brought it up too, was that our voters elected us to be the voice and the stewards of their money, and if we, then in turn, put another layer on top of us between that money, we are not speaking for them. So my main concern is, as long as we do everything transparently and in the open, and they have a say in what money we get and goes to what project, that's my concern. We're all sitting up here because of all of them. We have their trust and we want to make sure that we have their vote if we move forward with anything in the future, which is why we ask for public input, and for a chance to weigh the facts and make a decision.

Patrick Pharris, PreReal Investments: Destiny, I think that's fantastic. You and I talked about this during our lunch meeting, we talked about it on our phone calls, and that's part of the reason why there are two structures. The Joint Power gives you 100% control. Period. The other structure, whatever you want to call it, gives you board approval, but no one entity is going to have total control. Period. You can't do that. It won't work. That's like saying "We're trying to build a destination so this city should get 10 votes and this city should get one vote and this county should have one vote." that's not how you come together and build a destination for a year-round economy, which is what you are going to need.

Mayor Hechler: I've got a couple of questions. I'll just be honest with you, Patrick, this scares the hell out of me. We like our small-town atmosphere. We like being comfortable, and this scares us. Whether it's coming or not, I don't know if we have any control over it, we hope that we do to some degree. So here's my concern, and I am the one that said that if we agree on something, we're better together than we are apart, but we need to agree with our sister municipalities, we need to agree with the county, and we need to be on the same page. So the next thing that has to happen is, I meet with my counterparts, the same people that run the other entities, and see what consensus that we can build. There's no offense, I'm a little scared about having outsiders coming in, and I call you outsiders, I've been here for 40 years, and I'm an outsider sometimes, it's a little scary. We like to be in charge of where we're going, ourselves, we like to be able to figure those things out, I'm not saying we can't do some things together, we probably can, but we are stronger together, like I said, and we have to figure out what those things are. We have a tremendous infrastructure need.

Patrick Pharris, PreReal Investments: Yes you do.

Mayor Hechler: And if this is a means to help us improve our sewer plant, fix our water lines, build a rec center, those are important things for us. I'm sure every other community has the same concerns, whether it's the sewer plan for Elephant Butte and the expansion, if it's development of another transfer station for refuse, we know that our particular sanitation station is undersized and I don't know if it's going to handle it. We're going to have to expand over the next two years, what does that look like? How are we going to get that done? So there are some things that we can – I won't use the word alliance – but I will say that we can partner with our other community friends, and

figure those things out that would improve the lives of everybody in our county. Those are the things that we can focus on. I'm a little leery about getting painted into a corner, and being contractually obligated to an alliance, and doing some of those things. Here's one statement that's cares me, it's in your presentation, "County and municipal governments may independently pursue grants, provided such grants do not conflict with or duplicate programs planned or implemented by the Sierra County Gateway Alliance." We've had luck.

Patrick Pharris, PreReal Investments: You've done a great job.

Mayor Hechler: We've done a good job getting our money. I don't want to jeopardize that through the formation of an alliance. I've been to Santa Fe three times in the last three weeks, our Commissioners have been twice, our City Manager has been twice, and we rattle those doors. We talk to our folks. They're supportive of us. If we figure out how to get that done in a better way, and we figure out, specifically, what those things look like, we'll bring that to our people, and we'll see what happens. So, I'm not dissing the alliance, but I want to make darn sure we have a good way to get this thing done, and that we don't get hurt by it, or we don't get painted into a corner. That's my two cents.

Patrick Pharris, PreReal Investments: That's very fair, Rolf. That's why we're here today, is to say, "Here are two ideas. If not this, then what? If not now, then when? And if not us together, then who?" These are important questions to ask yourselves, and we need to look at things like: our population is decreasing, our average age is getting older, and we – business leaders, political leaders, and community leaders – need to say, "Hey what do we want to do? Do we want to give our kids hope? Do we want to create jobs? Do we want to create prospects for future? Or do we just want to be the way we are?" and that's okay too. There's nothing wrong with that, if that's what everybody chooses to do, leave it alone, walk away, we're friends and we'll have coffee tomorrow. That's it.

Mayor Hechler: Well you certainly got all of us thinking.

Patrick Pharris, PreReal Investments: And talking. Remember on our first meeting, I said, "Guys, we've just got to start talking. Nobody's talking together." Now people are thinking, and when you see engagement at the levels that have been on social channels, let's just say it's 30 comments, and the only one I think that was complimentary of the concept, was the one about my beautiful teeth, which is okay, it made my wife happy. I think that's okay. Everybody has needs and desires, everybody has fears and uncertainty, and it needs to be voiced to figure out what the heck you want to do, if anything at all.

Mayor Hechler: Thankyou for that. Like I said, you got us thinking. I'm a little bit put back in that we didn't have an informal alliance with our sister communities. If this does anything, it gets us talking with them, because when we share our resources with our

sister communities, we're all stronger for that. We all have similar situations that we need to work through, so you've got that dialogue started.

Patrick Pharris, PreReal Investments: Thank you, it wouldn't have happened if it wasn't for the first breakfast. So thank you all very much.

Commissioner Forrister: I have a few comments, I think they bring up valid points. I think if we ever move forward with something similar to this, it would be nice to get all the entities that you talked to; the county, Virgin, all of us, to sit down and see what that looks like for us, an alliance. And yes, we should be working together in that sense. I don't know if this is that answer or not. My other question is, are we paving the way, or is this being implemented some other place? And what does that look like?

Patrick Pharris, PreReal Investments: To answer your first question/comment, yes. We definitely need to all get together, but right now the ball's in your court to say, "Hey Pat, what you showed us doesn't work. We need more information." Great. "We need to talk to each other and figure out what the heck we want to do." Is it a public/private partnership? Is it a corporation or an LLC or a JPA or a JPC or whatever you want to call it?" There are so many structures, we're just the first guy to throw it on the table to say, "Hey what do you think of this?" so I think that's a really positive first step. The next question is: is this going to move ahead without you? There are people with hundreds of millions of dollars invested in this community that have to market themselves. Does it mean we're not going to do it with or without you? We're going to market our properties, I mean we didn't come here to give it away. So we're going to be building the economy no matter how you look at it, and hopefully that's a good enough answer because we haven't gone further than this to say, "Let's do it this way."

Commissioner Forrister: Fair.

Mayor Hechler: Any further comments?

Commissioner Hoeppe: I have a couple. My motto is "together we can make a difference."

Patrick Pharris, PreReal Investments: That's a great motto.

Commissioner Hoeppe: I'm for building our community. Yes, the different villages and towns have to come together, talk to each other, and have open plans that we are moving forward with together. I think it's a good idea to form an alliance between the cities. We are all representing the voters. Our citizens. I am answering to my people who are sitting here. They elected me so that I can represent them, and I would like to move forward. I see the growth, I see that we have to prepare for the future expansion, but I want to do it in a good way, in a positive way. The difference here between your organizations and us is that we are elected. You are answering to shareholders who want to maximize profits and see money, and they don't care who's hurting or left behind. They don't care. If you have an idea as a visionary, there is the county that we

can invest in, it has the potential to blow up and make you money. That is what I feel the main purpose and driving force is for some investors. Yes, there are millionaires out there that do a lot of good, don't get me wrong that I'm putting everybody in the same hat, but at the end of the day, I'm here to protect our way of life. Yes, we are ready to move forward, but we want to do it in a healthy way. There are people who have built this city, including families who grew up here and invested in the town for many years. I didn't even hear one name of those families mentioned in the joint effort. I have respect for them, they are one of the pillars of this community next to all small business owners and everybody who lives here, puts their energy in, nonprofits, volunteers, everybody. I want to make sure that nobody who put their blood, sweat, and tears into this community already, is left behind at the end. I don't want anyone to be forced to move away because they can't afford to live here anymore or have their business here anymore, for the purpose of maximizing profits. I understand and I'm happy that outside investment is coming, but I always keep in mind that the people who grew up here, the farmers and ranchers, they were here first. In the future, please keep them in mind, they care about this community.

Patrick Pharris, PreReal Investments: That was a brilliantly state point of view, and thank you very much for that, I think it's really important. I heard you say, correct me if I'm wrong, "I want to move forward with something like this." Not exactly what I'm showing you here, "And I want to make sure that it supports our constituents." You're the only one who knows your constituents on a personal level, and you can speak with them and say, "Hey guys, what do you want?" They're here, and you're going to hear in a minute. I think the next part of that is because it was mentioned that I am the executive vice president of PreReal Investments, and that is a fact, and I am the creator of the alliance, my idea, my attorneys, the whole thing. It's important for everyone to realize there are no shareholders in PreReal Investments. Everything that has been purchased here has been purchased with the cash of James Prendamano and David Berman. All the money that we spent with great things, like 4H, the holiday event, which we sent hundreds of thousands of dollars on, I could go on and on and on. That's out-of-pocket money, there are no shareholders. People who do have shareholders, even Peter's marina at the lake, out of his pocket. Virgin is a public company, Spaceport is a state-owned entity, Copper Mine is a public company, so yeah, they'll make a lot of money, but the important thing here to recognize is we're not leaving you alone. Let's explain what that means, there will be many, many jobs created. Those jobs will be higher-paying than the average household here, considerably higher. There will be programs put together, that have already been put together, that will benefit the hospital, emergency services, there's a lot to consider, and when you look at the amount of money that these projects will generate at the state and county level, and you're talking about a lot of money from gross revenue tax, lodgers tax, pure money being passed around the community because there's more money to go around, let's not forget that that benefits the constituents, and it benefits the city and the county. So let's not make it one-sided because that's just not a fair argument. Agreed? Thank you, though, very much, I really appreciate your vision. You understand it, and that's a big deal.

City Attorney Rubin: Mr. Pharris, could I point out something I'm curious about?

Patrick Pharris, PreReal Investments: Yes.

City Attorney Rubin: You're the executive vice president of PreReal, and that's a separate entity from the alliance?

Patrick Pharris, PreReal Investments: Yes, it is, sir.

City Attorney Rubin: Because I guess what I was curious about, going through all the documents here, we see all the stuff about the alliance, I don't see that PreReal is even mentioned in these documents.

Patrick Pharris, PreReal Investments: Oh, there are other documents that you haven't seen that the mayors have received that mention everybody who's in every entity. If you'd like that, please feel free to send me an email, and I'll send them to you.

City Attorney Rubin: I guess I was trying to figure out the relationship between the entities.

Patrick Pharris, PreReal Investments: Sure, if you look at municipalities; the county and the two cities, and you look at the private sector; five individual companies running their own PNL's. They've gotten together and said, "Hey guys, we should work together." And we've come over here to say, "Hey guys, want to work together?" and then you come together and you go, "Wow look how much bigger we are. We're this big here and we're this big here but together we're this." There is the synergy. When you elevate that it takes you to a whole new level of opportunity, of vision, prospects, children and hope and all of those things you'd see in a movie. So hopefully that answers your question, I know it's not a legal question which is fine, but it's a vision question.

City Attorney Rubin: I know, I was curious. Is there a contractual relationship between the entities, is what I'm trying to get at here.

Patrick Pharris, PreReal Investments: There is a board of directors right now, or actually being assigned like I said, early next week, because we've been trying to put this together. There will be an agreement between us on the private sector side.

City Attorney Rubin: And "us" meaning PreReal, when you say "us"?

Patrick Pharris, PreReal Investments: Meaning the five entities that I mentioned earlier. So everybody will be together as an entity, just like you all would be together as whatever entity you decide to create. And then you come together, and boom, you're stronger.

Commissioner Forrister: I have a question on that. Let's move forward with something like this, let's have an alliance together where we all come to the table, let's change the

agreements not being money-related. Let's sit down and go over these things, yeah, let's go for a grant that would benefit all of us at once, but in the stipulations, it says we are not allowed, as the city, to go after certain things. I feel like that is where things get a little crazy. The county needs to do their thing, but yes, let's sit down together, let's have this alliance together, and come to the table.

Patrick Pharris, PreReal Investments: I think that's fine.

Commissioner Forrister: I think the stipulation parts of money and grants and things like that, and how they are distributed and who gets to run that, maybe needs to be off that table. Let's just come to the table and have this alliance.

Patrick Pharris, PreReal Investments: I totally agree, I think that's a great idea, and the reason that I put that in there was because historically, the amount of money – I'll just take tourism first – the amount of money that's been pursued for tourism is scraps off a table. And if we're pursuing an appropriation that is, hypothetically, \$1 million, and we're having great conversations over here, and all of a sudden somebody comes in from the tourism board or whatever it's called, I don't really know, they come in and say, "Hey we want \$100,000." And the state and feds go, "We're already talking with you guys for \$1 million." That creates confusion in the marketplace, and that's why I put that in there. But I'm fine throwing it out, just scratch it off the thing. Again, you guys, this is just the start, it's the first presentation, we're putting it out there to say, "Help us understand what you need, let's work together to get this done."

Commissioner Forrister: Yeah and I think we're all sitting here, we all want growth, we all want to be able to work together with our community members, and I say community members, because in this community, the county, the City of Elephant Butte, and the Village of Williamsburg, we are all one, we're all community members. So yeah, I think we all want to work together, I think it's the things inside of that that make it concerning. Everybody in this room is very concerned about how that is written and I think that's where we need to start. Let's all work together, let's have an alliance, let's sit down at a table, figure out what we need. Now, the stipulations of money I think is where it gets a little eerie.

Patrick Pharris, PreReal Investments: We'll let the attorneys work that stuff out, how does it flow, you know?

City Attorney Rubin: Then you're really in trouble.

Patrick Pharris, PreReal Investments: Well I think we've all got really good attorneys, and we can figure something out. Thank you.

Mayor Pro-Tem Mitchell made a motion to move public comment before item D1. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler: Going into public comment now, I would ask that we avoid redundancy, and if someone says something, and we agree with them, I'm not even opposed to having a poll and having you raise your hands. But we don't want to come up and say the same thing over and over again, because that's going to waste everybody's time. But if there's something new that needs to be said, or something different, or if you have an opinion that's aside from this, we'll probably do that at the end, if we have public comment other than what we have for this particular group, we'll do it that way. Does that sound fair?

City Clerk Torres: Can we also allow, if they want to, they can also submit any comments for the minutes, just in case you guys don't get a chance to say what you want, I will put it in the minutes.

Mayor Hechler: Yes, that's another thing. I've already got several comments here from folks that we'll put in the minutes, it will be represented, I think that's important. But we'll start going through the list. If I call your name and it's already been said and you don't want to speak, that's fine. If we go through the list and I haven't called your name, but you want to speak, that's fine too. We want to give everybody the opportunity to speak.

E2. PUBLIC COMMENT (3 Minute Rule Applies):

Tony Caquias addressed the Commission with comments related to:

- I live on 510 E Third Street. You guys covered a lot of what I wanted to say, so that's great. To avoid the redundancy, one of the big things is, too, since they are the 501c6 able to lobby with political things, they can replace all of you guys with people that more align with what their goals are, and you guys have already shown, right now, that you are very much engaged and interested in representing the community, and what they care about. While I appreciate that and do not want to lose that, that's why I very much do not support this entire thing. To have been in the room, and casually insulted a couple of minutes ago during this whole speech, that was wild, and it's really not going to do anything to get me on the side of this whole presentation. Like I said, you guys covered most of what I wanted to say, so thank you very much.

Alison Rashedi addressed the Commission with comments related to:

- My husband and I have lived in the same home in T or C for 19 years. My first reaction to this project was no, then I said, let me come with an open mind, and my mind has not been changed. I was employed in entry-level jobs in real estate in Chicago and San Diego for 6 years. As a broker assistant in Chicago, my boss raised the cost of condos after people already signed the contracts. In San Diego, a developer purchased my apartment complex and raised my one-bedroom rent in 2001 from \$595 up to \$850 so they could make them condos. I met my husband in a lovely mobile home park outside of San Diego. In 2006, a developer bought that land, we didn't seek a lawyer, and we ended up losing what we had invested. They kicked out seniors and disabled people.

- PreReal's website says what they do is they invest people's money. And they say, "to date, we have not lost a single dollar of investment." And "Our due diligence shows that we return double digits returns on our investment." PreReal I sresenting this to us, so we have the upper hand. If this is considered, we must hire a consulting firm that has professionals who know how to read what is in their contract and what is not, counter them, and get clarification. Their website does mention that, due diligence. I did not hear anything in the presentation specific to our humble community, I think we need an activity center with an indoor pool, a heating or cooling center, and buses for our homeless population and city residents that I have seen suffer immensely when their homes cannot be heated or cooled. I heard Las Cruces is one of the best run city budgets, consulting with them may be a lot cheaper. I took two things off the website, please tell me if this is correct. One of them says "Our flagship investment opportunity is Turtleback Mountain Golf & Resort, a multi-round MPC project with incredible growth potential in Sierra County, New Mexico." I honestly don't know what MPC is, I don't want to guess, what does it mean?

Patrick Pharris, PreReal Investments: I don't know.

Alison Rashedi continued:

- Does anybody know? Okay, so these are investment terms that are obviously above most of our heads. The second page I noticed here, to counter what you mentioned about you being the only investor, you have a specific amount of investors, here you're offering "invest in the development and sale of 86 single family homes, improving 1,000 lots, and finishing key amenities to attract the largest developers in the US, this 48-month investment aims for a 20.3% IRR, we are seeking \$41.9 million in this equity -only investment opportunity open for the first time." I think they may be concerned.

Rick Dumiak addressed the Commission with comments related to:

- 705 Charles. I thought about this long and hard, I saw the thing on Facebook, looked at everything. I, too, tried to come here with an open mind. I really did. Unfortunately, I have a lot of experience in real estate with developers, real estate speculators, etc. Not my favorite people, I'll be honest with you, they're out for profit, we all are, I get it, but not at the expense of our community. When they mentioned the five principles of that partnership, the alliance, I certainly don't want the mine to be here, I'm sorry, that's a personal opinion and I'll state it. I'm not in favor of the mine, flat out. Water is a commodity, whiskey's for drinking, water's for fighting. Where are we going to get the water for these things? The data center down in Santa Theresa, The average data center uses 10,000 home water uses in one day. We don't even have that in the city here. I'm all against this. I want to see you guys work together, I love the idea of the communities working together, I've said that a long time. Let's go that route, we don't need somebody else helping us.

Gina Kelly addressed the Commission with comments related to:

- I live at 740 West 4th. I run the visitor's center, I'm on the MainStreet board, and I'm on the tourism board, so I can answer questions about tourism. One of the comments that has been made was that we're only getting \$250,000 in tourism funding from the state. One of the biggest reasons for that is because we don't have the money to match the grant. So, we can't get \$1 million unless we have \$500,000 to match that. That's under the current New Mexico Tourism Department Co-Op Marketing program.
- The economic impact of tourism in this town is already significant. I looked at the Lodgers tax – I don't come without actual numbers, I don't make it up – in Truth or Consequences, last year we had \$9.795 million in lodging revenue. I don't think people realize. It was pretty evenly split between the downtown hot springs hotels and the Date Street hotels, which is further interesting. Since Lodgers tax is 5% of room revenue, I can't make this up, we know what our Lodgers tax revenue is, we times that, and that's where I come up with \$9.795 million.
- The other thing I wanted to do was, some of the comments that have been made at previous presentations have been quite disparaging of Truth or Consequences. I've lived here for 20 years, I love this town. Sure, I always want to see things happen, I want to see new businesses come in, but I'm speaking from the visitor's center perspective now, I'm taking off the Lodgers tax hat, and for our visitors, right now is when we're really busy, and we're full of people from the Northern Midwest that are fleeing from snow country, can you blame them? You know what they all say? "I love this town. I love the hot springs, I love the art. I love the bright colors, I love the small town vibe, please don't sell out and turn it into strip malls." This is what we're hearing every day. I think if we're going to talk about development, we really need to keep an eye on keeping what's unique about our community. People really love the people here, I have got to tell you. I hear nothing but wonderful things about everybody in our community, and I just want to congratulate all of us for being so friendly and open to our visitors, because it really makes a difference. Some of them have been coming back here for ten years or more. Some of them are buying second homes here, I've talked to a number of those people. I just want to thank you for everything you do in supporting us, and thank you for your presentation, Patrick, it was interesting. And thanks to the community for the great job you do. That's it.

Suzanne Carlstedt addressed the Commission with comments related to:

- I live here in T or C, I wanted to input my skepticism about this alliance, it's a little different framework, it would be a new, unproven nonprofit. I even question the legal, or even constitutional, framework of the notion of locally-elected officials turning some of their financial power over to a non-profit that's not accountable to voters and taxpayers. Some questions about the alliance:
 - How much is the annual membership fee for local governments?
 - What's the projected budget and staffing for the alliance?
 - Will grant experts be unpaid volunteers? I doubt it. How about the head of the alliance?

- Where does the money come from to pay employees of the alliance?
Especially if administrative fees have already been turned over to local government entities.
- What sources of income are projected for the alliance besides membership fees and grants?
- In my time here, I haven't seen a lot of examples of different government entities, nonprofits, businesses, and so forth working together effectively. If you can pull that off, you must have some secret sauce.
- I know that PreReal has been quite critical of downtown T or C. As far as I'm concerned, their downtown is that mall up on North Date Street. While I appreciate the improvements that they've made, I'd like to ask, how has that worked out for the community? Talk about the pace of business.
- I'd like to know the degree of economic growth PreReal has added to the area. I do believe they've had some effect on housing costs, but I'm afraid it surprised some people out of the market, and how does that grow the community?
- They say they want to protect the character of Sierra County, I'd kind of like to hear what their idea of that is to see if it aligns with the local population's.
- I think we've only begun to address infrastructure, and it's the foundation. You can't build on a shaky foundation, so I wonder how infrastructure and economic development would be balanced in the alliance's structure.
- I am for bringing in business expertise, I do have some question about the business sense of building a hotel when you already own a hotel that pretty much sits vacant nearby. Again, talk about the pace of business. I am glad to hear that more businesses are interested, though. Thank you.

Steve Zeschke submitted comments that are attached hereto and made a part hereof.

Steve Green addressed the Commission with comments related to:

- 25 year resident of T or C, Commissioner for 12 years, Mayor, Mayor-Pro-Tem.
- First came SCEDO, \$390,000 of our citizens' money was our contribution alone. Not one job, not one business. Then we had middle Rio Grande Economic Development Association, same. Now we have Sierra Strong, too soon to tell. Now Sierra Gateway Alliance, looking for a home. The numbers presented over are a Santa Clause fantasy wish list. For example, Permean Basin, 50,000-100,000 people are going to travel 1,000 miles back and forth to come to Sierra County? Whomever did the numbers, please, don't insult our intelligence. Let us not give away the keys to our city. Yes, there is strength in numbers, but not always. We are a tourist destination, the county relies on farming, ranching, and mining. Elephant Butte is a tourist destination, we have our own needs and priorities that can't wait in line until it's our turn to receive funding. What we need is not another organization, but a qualified relationship between our fellow sisters and the county, a qualified grant writer who can take some of the pressure off of Traci and Gary, and who can help in implementing our financial needs for our infrastructure projects; as well as an active Mayor, Commissioner, and City Manager (which we have) working with our local state representatives, Captain's Secretaries, and elected Congress House of Representatives and Senators

(regardless of which side of the aisle they sit on), visiting them at local state offices, and if need be, Washington. If they see a need, let the contractors build. Let us continue to build our own house. Thank you.

Pat Swan addressed the Commission with comments related to:

- I live at 629 Charles. I agree with a lot of what's been said. My comment would be, I didn't see any T or C businesses represented in that list of mostly millionaire companies. If we're going to be a part of this, we should have some business representation. We have hoteliers and restaurateurs, the brewery – Marianne and John who have been here a long time and deeply care about the city – they should be a part of that, too. Those are just my thoughts, thank you.

Carling Mars addressed the Commission with comments related to:

- 510 E 3rd. I have only been living here full-time for three years, so I know that's not enough time for me to have something to say, but my students had quite a bit to say about this proposal. I promised that I would come and speak on their behalf:
 - Students noted many issues with the numbers in the proposal, including the idea that these are firm numbers. Virgin Galactic's numbers from their report last year on the Spaceport report said that they would expect *up to* 750 people to be able to fly on their spaceships once they are operational. My students found it suspicious that 750 people maximum flying on a 4-minute long flight that costs \$600,000 would lead to 41,500 hotel rooms.
 - Another student wanted to look into the issues with the mine, why it had closed and reopened, and found that the Copper Mine issue was largely that the cost to extract the copper exceeded the income per pound of copper, and the business fell under largely because of loans they had taken out. While the cost of copper has gone up, the student notes that interest rates on loans have also gone up, and that is a concern worth noting.
 - Lots of students expressed concerns about water. A lot of students expressed concerns about the level at the lake, which we all know has been going down, even I know that and I've only been here a minute. They also wanted me to note that in some of the images in the presentation, we should note that there are not saguaro in Sierra County. Thank you for your time.

Frank Anan addressed the Commission with comments related to:

- Marr Street, 19 years. First I just want to say thank you so much to the city leadership and the management team, you've been doing a fantastic job bringing in money and fixing our infrastructure recently. I've seen a lot more happening the last few years than I have in the last 19. I feel like I'm in a very similar state as last year, when there was a group either of PreReal or aligned with PreReal, that wanted to take over the Healing Waters Trail for development. I'm going to say the same thing I said then right now. This is something I think we need to do our own surveys. This team, here, between leadership and management, has the

ability to decide we need the help and these are the things we need to do, and I think that if the businesses want to work together to make their investment, they can get together and they can start to do investments. To the person that spoke before, I would love to see something come into that shopping center that's been sitting empty for a long time. Let's see some proof of action building the town, and the downtown. One last thing I want to say in terms of our infrastructure, especially when we're speaking about tourism, which comes up quite often, is we have had multiple restaurants close in the downtown in the last couple years. All of those are now other businesses. They had working kitchens, and we don't have restaurants there, we have an empty Denny's, we have an empty Pacific Grill, those are places I think we could look for investment to try to enhance, grow, and build a place that people want to come work for. Those create jobs, it helps bring tourism money, and it helps people of this community feel like these businesses that are out there are actually doing something for us, as opposed to just presenting more and more ideas for big infrastructure projects on their own.

June Russett addressed the Commission with comments related to:

- I live at 511 Gray Street. Thank you all for extending the public comment, it's highly appreciated. I'm here speaking for the trees and the rest of the environmental ecosystem. The Permian Basin, Virgin Spaceport, Project Jupiter, the copper mine, all extremely environmentally extractive. They all extract our resources. Our water, especially, is of the utmost importance to us if we want to continue living here, and I don't see anywhere mentioned in this presentation, that there are any hopes to increase the environmental impact that we could be having here in our town. I implore us to communicate among entities and among us citizens, gather and talk to each other. Hopefully those communications will bring forth an informal alliance without contractual obligation. Thank you.

Sunday Dawne-Marie addressed the Commission with comments related to:

- I live at 909 North Foch Street. Maybe I'm being repetitive, but I, too, really noted the lack of concern for the things that I feel, living here since 2019, that I have noted is important to our community. Let me just list things that I feel like everybody thinks are really important, and [Patrick Pharris] did not pay any attention to them:
 - Walkable downtown
 - Art spaces
 - Community gathering spaces
 - Spaces for music and theater events
 - Trees and shade
 - Good local food (as he said)
 - The Beauty of the natural surroundings – a huge reason why people come here, live here, and stay here.
 - Access to the river – anyone ever think about that?
 - Hot springs – should be cared for with longevity in mind
 - Walking and bicycling trails for safely accessing the beautiful, incredible nature that we are situated in.

- We have the night skies act here in New Mexico, and I do feel like it's a little bit ignored at a couple ends of town and by some people. I would like [Patrick Pharris] to keep that in mind, I don't know what you're going to be doing here, but dude, lights facing down.
 - Parks
 - Pollution
- All those things that he talked about, as June, and some other people said, are just extractive and polluting, and that's not what's important to us here in this town, it's not the reason we come here, it's not the reason we stay here. The jobs provided will be minimal, and also, who wants to work at a job that puts you at odds with your community?

Stacy Hay addressed the Commission with comments related to:

- I live at 595 South Foch Street, T or C. My concern, and it's not so much the alliance, I think having people talk, get together, and do the right things for the whole community is super important. What I'm worried about is the Copper Mine. When I lived in Sonora, California, there was a gold mine that they put in. It did run for 20 years, and they went bankrupt, so they didn't have to clean up. That's a really big issue, and it made it so that we, the taxpayers, had to pay for it to be cleaned up. And it couldn't be used for other things. We wanted to actually use that space for a little league place, because it ended up being capped, and it couldn't be done because it still wasn't environmentally safe. So I just really want to make sure people understand what happens, especially with an outside entity from Australia running the mine. Thank you.

Katie Renault addressed the Commission with comments related to:

- I live at 915 Morgan Street in Truth or Consequences. I also live in the United States, and I believe that, when I hear someone say that they would like to circumvent the checks and balances of our democracy, I get very nervous. I also hear someone basically saying that they, then, do not respect the opinions or value the opinions or livelihood of anyone in the room at this time. Which is a great segway to my next point that is, if you would like to be in charge of the funds allocated to be spent on our communities, that come out of the pockets of our people, then you should run for county treasurer.

Christine Auten addressed the Commission with comments related to:

- So many people have said such wonderful things. I live at 112 Riverside, I have a business at 403 Broadway, across the street from the brewery. A big yellow building that I'm sure everyone's annoyed by.
- First of all, I'd like to thank the Commissioners for your thoughtful comments. I'm very proud that all of you are our representatives, because what you said really spoke to a lot of my concerns. I also want to thank [Patrick Pharris] for the presentation. I do wish it were more thorough, and that you had come to this initial meeting with a little bit more substantial numbers. I think we can all say that.

- My husband and I visited here for nearly 30 years before we came. When we decided we wanted to settle down and start a business, T or C was on a short list of three places. We came here to visit, we closed on a house two weeks later. That's the power of this community, and what it is, what it has, and all the people who make up the businesses, the private sector that you have only five companies representing.
- You talked about fear, fear of change, and we see that, yes. Sometimes, there is a little fear of change that gets in the way of moving a community forward. I looked at your presentation, the PDF, I heard your presentation, and I hear a lot of language in it that actually is trying to stoke some fear. Fear of "What will happen, what will happen if we're not prepared for that change that's coming?" I know I'm giving you notes on your next presentation right now, I think we all are.
- Basically, what we fear is that the companies you say represent the private sector do *not* necessarily represent the community – and as you call them, constituents – at this point. What we *hear* you saying, no matter what the presentation says, what we hear is that "The growth will come, and how can we (these five companies) restructure local government so that they can pay for the infrastructures we need to make the most money from this growth?" that's what we're hearing.
- And you talk about tourism, yes, who's going to tour, I'm sorry, a detention center? Who's going to tour a copper mine? Who's going to tour through the Spaceport that doesn't have \$600,000? Our tourist economy is very much more diverse than that, and that's not what brings people here. So if you're going to talk tourism, do a little research into what actual tourism is. Talk to Gina, I'm sure she knows. Those are all my comments, thank you for your time.

Simone Swinson addressed the Commission with comments related to:

- I live at 810 Sierra Vista Drive. I have lived here for a month and a half, however, my parents have lived here for the last 14 years. I have come here twice a year, averaging about a 3-month stay. I was afraid to say something today, but I feel that I must.
- I feel that growth is happening, we can't stop that. But what concerns me is that this wonderful community has been told the same version of events in the past, with Virgin Galactic. I remember how excited I was when this community was sold a bill of goods that "It's going to spark tourism, we're going to have all of these hotels." What happened was, this community paid the taxes and Branson went around. Everything was spoken in generalities. What I would like to see is representation, if this nonprofit goes forward, where we would have actual people from our community, and I hope I can say that I am part of this community, to have a voice. I feel that the voice is lacking. This is going to happen regardless, it is. AI is here, I like AI, I don't like the mining of the copper that's so close for the data centers. Everyone's talking about the water, we're not talking about the air, the down winds. There are little children who will, most likely, get asthma and other bronchial diseases. We have our senior community here, that are going to get very, very sick, and no one's talking about this. I'm sorry that I'm emotional, but I've seen this community time and time again be sold a bill of goods, they put

their heart in it, they trust, and then they get screwed in the end. I don't want to see that happen. Everyone should have a voice. We don't have anybody representing us, yes [the Commission] is representing us, but you need more than that. I'm sorry, you need faith leaders, you need business leaders, not necessarily Ted Turner. Ted Turner, I've been here 14 years, twice three times a year, I've never had anything to do with Ted Turner. Real people, real community members. Thank you.

Robin Wynn addressed the Commission with comments related to:

- I live at 500 East Riverside Drive. This is the first meeting I've ever come to speak at. I was kind of hoping there weren't comments today, but I have to say something. Everybody covered so many things I was concerned about. My first feeling when I read about this, this week, was that I am all for PreReal and all their little corporate friends, getting together to create a little table of interested parties who want to invest in all of these communities. They can apply for grants, they can come to you and say, "Hey we'd like to apply for this grant, do you guys like this idea?" I guess it would shorten the grant-to-money in our pocket a little bit, if they had to go through you, but I'm all for any group of people or entities getting together and saying, "What can I do to improve this community?" and if they want a splash pad as much as I do, I'm going to join them, and things like that. So they don't *need* to have a hand in our pocket, or our decision-making powers. Also, I love everything our Commissioners said, thank you so much. I think that what *has* come from this is the city, the county, and the Village of Williamsburg, should definitely sit down and explore that. I'd be very happy to look into maybe other communities that have those kind of quasi-partnerships with each other, not with corporate interests. Thank you.

Constantin Parvulescu addressed the Commission with comments related to:

- I live at 660 Post Street. I grew up in Honolulu, and they talk about the big five development companies in Honolulu, so when I hear this proposal, that sort of echoes in my head. I'm not sure they've done a lot of good for the island, but I don't live there anymore. One thing I wanted to say was if Ted Turner and the Walton family can't pay a living wage, why should we expect these people to? Thank you.

Gigi Callahan addressed the Commission with comments related to:

- I live at 1048 East Riverside Drive, Trailer 4. Please don't come over without calling. I just want to say that I'm very proud of the people I spent my vote on. I like that you're willing to hear us, I like that you brought this to the table for the people to have comments for, and I think you've heard plenty of comments. I'm not a big fan, I've worked corporate jobs for a long time, I've worked on \$16-\$30 million call centers, and I've seen what they've done to communities. They've brought in jobs, but they took something for that. I think that you all are able to work with each other, your sister cities, because you sure worked with me, and many initiatives that I've done, and I've seen what you've done with this

community. These people came here to stand up for *you*. They put their vote in you, so we're hoping that you're thinking about us, too.

Mayor Hechler: I think we've exhausted public comment. Let me just say this, thank you all so much for caring about your community. It speaks volumes that we have people that show up for things like this, it's important. We need to hear what you have to say, and we have, and it's important. We won't make any final decisions without involving you, that's a promise we have to make. If we are deciding to do something, then we need to be transparent with it, and get it out in the open, and we need to have dialogue. This is an important initiative, we are at the edge of something that could be good, or something that could be disastrous. We have to be really careful here, so we'll try to do the best we can. Thank you for putting your faith in us, and thank you for being here today.

Mayor Pro-Tem Mitchell made a motion to move into the Electric Study meeting and reconvene the regular Commission meeting after. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

The regular meeting reconvened at 7:11 p.m.

D. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing and Final Adoption of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.

City Manager Whitehead: In August of last year, we began developing a new ordinance for animal/animal control. We've worked through this process for about five months now. We've had multiple public hearings, we've put in multiple hours of staff time working with all of our partners. Two meetings ago, we had two significant public comments. One of the public comments was related to enforcement and how the codes were going to be enacted, so we went back to look at that, we brought that forward. The second comment was about how we would interact with livestock. From that meeting, the two actions were that we made the preamble a little clearer on the intent of the law. That was as close as we could come. Again, at this point, the action's taken. If someone's cited in the public sector, those have to go through the magistrate court until we find a different adjudication model within the city, which we hear you and we will continue to work on that. Ultimately, we stayed with the state law on livestock, which would require it to fall and that the city would have, and if your livestock is running at large in the city, you potentially could be cited for that. We did keep the word *intent* within that, so intentional. Those were the two changes, other than that, the code is exactly the way it's been developed an din place, so this would be your final time to have public comment, and if the Commission so chose to take action, to adopt this plan. Our staff agrees and recommends adoption.

Mayor Hechler: Thank you. So we all know the journey. We've had about three public meetings at *least*, we've discussed it at length, we have hundreds of staff hours involved in the rewrite of this ordinance. I think this is a pretty comprehensive project all the way through, and I'm pleased with the way it went through.

Mayor Hechler opened the public Hearing.

Proponents:

There were no proponents.

Opponents:

Patrick Oliver: I'm going to truncate my comments today. I need a nap. By the way, if you're an outsider, I'm making this comment from Andromeda, sir. You know, the only issue I have with the animal control ordinance is the general penalty section. I don't think you can execute this until you have a mechanism to take fines. Raton is a city that is the size, basically, of this town. It's on I-25, both towns are the county seat, it's located near a large natural wilderness. The only key difference is, quite frankly, the income level. They make about \$35,000 aggregate more there per year than is made here. When you look at the penalty section there, they have the penalty section divided into two sections: common ordinance penalties, and severe offenses. The first time a misdemeanor even comes into play is in the case of animal cruelty. Now this doesn't take into account if you had a violation, if you don't pay your bill, you know, then I think it's all fair game. But to charge people with a misdemeanor right out of the gate, first offense, we know this is done at least 8 times since the new Animal Control Officer has taken over. We have done records research, we will continue to do records research. This isn't fair. It is not fair, and it's questionably illegal. There's nothing more American than violating an ordinance, getting a ticket, and paying your fine. We have to have records now? I have a record, I have a misdemeanor because of a permit. A permit. I didn't hit anybody, I didn't threaten them, I didn't destroy property. My wife got charged with a misdemeanor for having the dog in our parking lot, two dogs. Se gets charged with a misdemeanor. This is not fair. A lot of talk about community and everybody coming together, this, that, and the other thing. This, to me, from our position and the perspective that we have and where we come from, this was a stick that took a big whack at us. This wasn't fair, this wasn't, you know, the item that I mentioned before that you all had in the newspaper, the things that you said discretion needs to be involved. There was no discretion. The kid waited outside parked in the Pacific Grill parking lot, just waiting for us. Waiting for trouble. After I came by to find out about the meeting two days ago, I go to the ATM, the kid's right outside our parking lot, scoping the place. I'm asking for fairness, I'm not asking for \$15 million or a whole bunch of other stuff, I'm just asking for fairness. Give it 60 days. Hold this off, work on a way to at least temporarily deal – bake in fairness within this. Put in the fines, take away the misdemeanor for the first and second offenses. That's what I think you need to do. Thanks for your time.

Commissioner Forrister: I have a comment to that. We don't set those, the judge does in court, we don't set those fines and fees or anything, the court does.

Patrick Oliver: The court enforces fines, ma'am. The court doesn't make fines. Whether it's legislature or council, the fines are set by you guys, not by them. The court just uses it as guidance to apply that to the individual that violates the code.

Commissioner Forrister: So, since we're in open dialogue here, what is your suggestion to those, is my question.

Patrick Oliver: My suggestion is that instead of using Las Cruces and Albuquerque as your baseline, let's use places like Raton and Farmington, and these smaller villages. Use that as the baseline. Here, you can have my notes. **A copy is attached hereto and made a part hereof.**

Patrick Oliver: This caused an enormous amount of problems for us. You didn't know about the timing of it and whatnot, it's very emotional for us. It's the standard everywhere else you go. We had an issue in Springfield, Illinois with – I'm going to cry here, I had a pug, I loved this dog, but he got away from us one day. It took us a couple hours to find it, Animal Control found it, brought it back to us, charged us \$50. That's what should happen. When we were getting the ticket, not only did we have to provide our social security number, but we were threatened with going to Deming 8 times. It got to the point where I started counting. My suggestion, calm it down a bit. We don't need a SWAT team. I'm willing to play by the rules, but I've got to tell you, when the people enforcing the rules – I don't know, man, I mean so many people yell and say things, put people down, slander, whatnot. All I know is that we spend thousands of dollars creating a container for our dogs to live in, in that spot that we bought up there, we're trying to rapidly improve it, and we got – this feels like harassment. This isn't normal. Municipalities don't charge misdemeanors for the first or second offense of whether you left garbage outside, or your dog got away from you, or some other civil offense – minor civil offense – misdemeanors are meant for criminals. I steal your stereo, you've got every right to be charging me with a crime. You don't have a right to charge me for a crime if my dog gets out of the gate. Now if my dog *keeps* getting out of the gate, and it keeps crapping in your yard, then that's something different. It says it right on the offense, first offense. On both of them, one that was directed at me and the one that was directed at her. Maybe I should have brought \$150 million back down from Illinois, I don't know. I'm just saying that it's not fair, and if you're looking for fairness, if you're looking for not hearing comments about two different towns, and two different enforcement policies, this is what you've got to take care of. You've got to have the mechanism in place for people to come do business at City Hall. You don't have the mechanism to do business at City Hall, but yet you're upping the penalties for civil behavior that requires that mechanism to be in place, you're putting the cart before the horse. That's my argument.

Mayor Hechler: I have a question for you, let's see if I can articulate it in a proper way. So you're telling us that the officer exercised discretion, or he did *not* exercise

discretion. If you would have had a different officer that handled the situation differently, there may have been a different outcome, right?

Patrick Oliver: Hypothetically, sure.

Mayor Hechler: Different officers have different ways of interacting with the public. Some are more experienced, some are less experienced. Some are more by the book, some are less by the book. It was always my philosophy, I wanted to stop the action first, and if I had a reasonable person I talked with, then we could come to a consensus, stop the action, and it was done. A lot of times you didn't write a citation. A lot of times, you just talk to people. Some officers, maybe they're straight out of the academy, maybe they're taught a certain way, but they're by the book. For lack of a better term, I used to call them the poison fence, because they would write a ticket for everything all the time, and they do it all day long. That's the difference sometimes in discretions for officers. I'm not making excuses for the officer, I wasn't there.

Patrick Oliver: I understand that, and I have a response to that, because I think you hit directly on the key issue here. Culture. If you have a culture where people walk out and say, "I don't like this guy." Or "This guy's from Chicago." Or "This guy has done this and he's not really – he said this about – " with all due respect, I've spoken here a couple of times, and every time after I've spoken, my garbage stops getting picked up. I'm not making that up. I have no reason to make that up. Actually, to be honest with you, I should keep my mouth shut. That's how I feel about it, but you know what? It got too far. It's gone too far.

Mayor Hechler: But don't you agree there would be some circumstances where a citation is warranted...

Patrick Oliver: Absolutely.

Mayor Hechler: ...up front, the first time around, because of the nature of the circumstance itself?

Patrick Oliver: I'm not sure...

Mayor Hechler: And I'm not familiar with your particular circumstance, but there are some things, like leaving a dog inside of a car when it's 90° outside, that's not an option for me. That's a ticket, right?

Patrick Oliver: Yeah.

Mayor Hechler: So I don't want to take that discretion away from the officer. The officer, I don't know if they should have discretion at that time, he should write that citation.

Patrick Oliver: But here's the thing, and again it goes right back to the culture thing and right back to the training thing, and right back to the problem that you're going to have

going forward, because I very much doubt the 25-year veterans are showing up and saying, "Hey can I fill out an application?" you're going to get young people doing this all the time, which makes culture, and how we tell these folks to deal with the public, that much more critical. Because that culture piece, how we deal with each other, is representative, quite frankly, of you.

Mayor Hechler: Sure.

Patrick Oliver: When they come out and they say, "Hey, we don't like people from Chicago." And I've had a Truth or Consequences police officer look me dead in the eye and say, "I hate people from Chicago." I've had a Truth or Consequences police officer wait for me. We've had two break-ins, we don't call. The reason why we don't call is that the first time that I called them, they ran my ID. This is not a culture that – I'm guilty before I'm innocent, and that's how I feel this culture is. I feel that the punishment is more important than understanding the context of the situation, and that was what I was not afforded. I wasn't afforded an opportunity to have somebody of your stature – I'm assuming by the way you're talking that you're an ex-police officer?

Mayor Hechler: Yes, sir.

Patrick Oliver: Okay, so somebody of your stature, who may have had some experience, I didn't get that opportunity. So now, my name, for the rest of my life, has a misdemeanor over a golf cart, that I've already had to explain to my employers.

Commissioner Forrister: Is the misdemeanor over an animal or a golf cart?

Patrick Oliver: I was charged with a golf cart permit violation, that fits into the scope of the same thing, because when you look at how things are handed out, there's no place to go pay a fine for a permit violation or a dog violation or not having a tag for – any violation of the city ordinance, there's no place to pay a fine. There's no minor incident, all of these incidents are crimes. I turn my place into a junkyard, you decide you don't like it, you send the guy over, he writes me a ticket, that's a crime.

Mayor Hechler: Okay, we do have a 5-minute rule here, so we better stop. Here's my last idea. I'm thinking what you're describing to me right now is a training situation more than it is an ordinance situation, because I don't want to necessarily take the authority and the power away from our officers, to use discretion in the field. It's up to the individual officer. However, there should be a training situation involved where there's a certain way you interact with the public, it's called totality of the circumstances, right, you take all those things into your mind, you make a decision and hopefully it's a good decision. It's not in retaliation, it's not a matter of attitude, it's a decision based upon the totality of the circumstances, and that's a training situation to me.

Patrick Oliver: And I guess we're going to agree to disagree because when it comes to training situations, scope and context are the most important. I've trained hundreds of people, and the most important thing in training, and trying to educate somebody to take

it to the next level, is that, the way I teach it, I call it the sandbox. Everything has got to stay inside that sandbox. But that, to me, is not the issue. The issue is that if you go to Raton or Springfield, Illinois, or North Canto, Ohio, or Cleveland, there's a reasonable expectation of normalcy when it comes to dealing with ordinance violations, and that normalcy starts with a fine.

Mayor Hechler: And we've made that point already, we've heard you, and I feel your pain. I understand what you're saying, and I appreciate the feeling that you have toward that, I know it's very personal. Those are my comments, I have empathy for you, but we have to look at the totality of everything, and I think we'll make a decision based upon that. Thank you, sir.

Gary Whitehead: Let me add a couple of points on this. First of all, I would agree 100% with Mr. Oliver, and we've had good dialogue on this. I think that totally, we do have a problem being able to deal with things ourselves. Through decisions of previous Commissions, we've ended up in the magistrate court. That's just a statement of fact. I would go look at Raton, but I would imagine that Raton still maintains their municipal court system, in which they would then have the ability to adjudicate those items differently. Again, we could go look at that and double check that, but right now, we are subject to, if we write a ticket, if we write for an ordinance violation, if we write somebody for weeds, any of those things – and you've heard me say that throughout this process – it's hurting us, because I can't get those to adjudication. If I write you a ticket for any of these, it's probably 6 months, and I've said out loud, I'm not upset at the judge. Judge Lee is one judge, he's one person, he has a lot of items, and it does seem, from the city's side, that when he gets a case on us, he is generally dismissing those cases and allowing those to go without citing, without that misdemeanor or those items becoming permanent, but you have to go through that process, and I get that, that's a tough situation to be going through, versus coming in and paying. So that point is right. In this law, that's the way we've written it, is that we have to go to the magistrate court, we have no choice in that. We've been over that, we debated that in length. Based on Mr. Oliver's comments, we did go back and add the line into the ordinance to give it intent, which is to say, "It is further the intent of the Commission to promote responsible pet ownership, and to encourage education and voluntary compliance with the provisions of the chapter, and ensure that law enforcement is applying it in a fair, efficient, and humane manner." So that leans into the idea that we can do the best we can to lean in and make sure that our enforcement officers are, when they're in the field applying, because they're not adjudicating, right, they're citing based on what they see.

Mayor Hechler: So report to the court.

City Manager Whitehead: The last piece I wanted to say, and I want to be as defensive as I can of our law enforcement, we do have a young department. I get it, we have some young people we're recruiting, we have a good Chief. A Chief that cares. We meet regularly, we talk about these things intently, we talk about them from an administrative standpoint, so my ask would be that we continue that dialogue, and we look for building the right culture here where they are following the guidance that you've

laid out, but I feel like that's the best that we can do, because we are tied to magistrate. Now that doesn't mean I'm not looking for what our next step is, which is to return some way for us to have a fine, because I do think it's important that we cite somebody \$25, and we would finally get to where they have to move up the ladder, because I think we would end up dealing with weeds and unclean yards, and these little odd things. As it relates to that point, I feel like we have examined it to the best of our ability, but we are tied to a situation that a Commission put us in, if you will, by taking the municipal court out of our control. Until we come back to that, the opportunity that Mr. Oliver is asking for doesn't exist. Those are our comments from administration, and I thank our Police Department, we have a good chief right now.

Mayor Hechler: Have you discussed this particular case with the chief?

City Manager Whitehead: We have, we went and looked through the record, we tried to figure that out, I think he's brought that up with his staff and would agree that they would hope to handle those situations better, and I have to take him at his word and give him the opportunity to do so.

Mayor Hechler: Thank you, sir. And thank you, Mr. Oliver.

Commissioner Glines: I see here on page 41, "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 fine of \$25, and not exceeding \$200" and then the chapter's, the section, the article, or is it everything underneath it in section 3?

City Manager Whitehead: I apologize, let me pull that back up.

Commissioner Glines: And then also later down on the list, Repeat Offenses on page 60, "Three or more violations of anyone, or any combination of offenses in this article shall constitute an act of cruelty. Repeat offenders shall be deemed guilty of a misdemeanor, punishable by a minimum fine of \$100, and not exceeding \$500."

City Manager Whitehead: There was a general provision under Animal Cruelty that came with a stiffer penalty, that was the focus. For dog fighting, for breeding dogs, any of those things where the cruelty rose to a new level, so there was a different potential penalty. But the general penalties are as you described on page 41, page 17 of the document, and again, Tyler's interpretation, our vision was that ultimately it's the judge's responsibility, and we didn't tie the judge to say, "You shall penalize this." The judge's discretion would be to go anywhere from \$25 up to \$200, 90 days (because that's part of the state law, that's the way the state law is written) and then Tyler added to those that a person may also be required to take animal training, care, school classes, etc. All at the discretion of the court. We ultimately recognize that because of the fact that we're tied to the magistrate court, we didn't want to tell the judge the way we wanted to do it, because they have independence, so these would be the limits under General Penalties, unless it was Animal Cruelty, and then it would rise to a different level.

Mayor Hechler closed the public hearing.

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

E. PUBLIC COMMENT (3 Minute Rule Applies):

This item was moved up on the agenda.

F. CONSENT CALENDAR:

1. Purchase report of items between \$20,000 and \$60,000.

Jocelyn Holguin, Chief Financial Officer: This is just the report between \$20,000 and \$59,000 that the City Manager approved. This is based on the emergency grant funds for the freezer walk-in for the SJOA. It was approved during the BAR and documentation process, this is just reporting that this purchase was made.

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

G. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 41 25/26 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer

Jocelyn Holguin, Chief Financial Officer: This is for the funding that the animal shelter received, it is to increase their budget. It was broken down by expenses from the line items, but the total amount of the revenue is \$5,000. It was on the previous meeting for approval, we got it signed right away.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 41 25/26 Budget Adjustment Request. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Commissioner Hoeppner stepped out momentarily.

(H2 was moved up before item H1).

H. NEW BUSINESS:

2. Discussion/Action: Change Order – Shovel Ready Water Project.

Assistant City Manager Alvarez: This is the request to change order the PO with J&H Services. They're our contractor out on-site right now for the shovel-ready project. What we're requesting is to put in an allowance for some additional funds in their testing, due to soil changes, and additional allowance into installation of insta-valves to help maintain pressures around the school area, and anywhere else they're working on, to minimize disruptions. The additional costs do fall within the allowable project grant funds, and they would be based on time and materials. The request is for \$115,000 for an increase. That is without tax, so it is a total of \$124,631 with tax.

Mayor Hechler: The majority of the funding is for the valves, right?

City Manager Whitehead: It is, yes the majority is for the valves. \$65,000 for the valves. If the project continues on its current trajectory, we hopefully won't need those valves, but this is an emergency measure that we recognized after we started, that we wanted to have the ability to add a valve where we needed to shut off and control flow.

Mayor Pro-Tem Mitchell made a motion to approve the Change Order – Shovel Ready Water Project. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried with a 4-0 vote.

City Manager Whitehead: You'll see this now in Jocelyn's, to approve the requisition, to do so. We'll continue to do that process, and we'll continue to follow our procurement process, which would allow me to make change orders that are less than \$60,000 and if it exceeds the \$60,000 it's coming to you for your approval. Anything below keeps us nimble, keeps us moving, but then you'll receive all the documents and everything consistently within that process.

H. NEW BUSINESS:

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

a. Wilson & Company Inc. – Cantrell Dam Engineering Construction Admin Services

Jocelyn Holguin, Chief Financial Officer: This is for the Cantrell Dam. It's funded through the Water Trust Board. It's basically utilizing our on-call with Wilson. They will be working with the city to get this project on the Cantrell Dam going. We're looking at \$876,484.76 and I will defer to the City Managers if there are any questions.

Assistant City Manager Alvarez: The scope of services for this is going to be full bidding, administration services, as well as full construction administration services for approximately 16 months out there in the field while they do the construction. They'll also have full-time deal observation all the way through our substantial completion. They'll do part-time observation at the senior level, that was something I'm learning very much from City Manager Whitehead on negotiating proposals and finding cost savings

where we can. We'll also, of course, have the quality assurance and independent assurance testing in accordance with DOT requirements, as well as assist with all project close-out, record, and as-built documentation. This is for the full construction at the Cantrell Dam.

Mayor Hechler: So, we're not paying for on-site oversight all the time? You've been able to negotiate that? Because they're not going to be there every single day, right?

Assistant City Manager Alvarez: We will have a lower level on-site all the time, every time the contractor is there. What we won't have is the higher senior levels there at the same time, they'll just be there for the quality assurance testing, the main testing requirements that have to be certified.

Commissioner Forrister: Our match requirement is only the \$76,000?

Assistant City Manager Alvarez: This is for the engineering oversight, this is the Cantrell Dam where it was the \$8.9 million, we received Water Trust Board funding for right around the \$8 or \$9 million. This portion is just for the engineering.

Commissioner Forrister: Right, but out of the \$876,000 it said that our match is \$76,000

Mayor Hechler: Yes. The match requirement is \$76,000. On page 94.

Assistant City Manager Alvarez: So, when we do the purchase order, yes, we have match line item and grant line item. So, when I make a payment and submit for reimbursement, we submit on a 10% of the invoice goes towards our match until we meet the full match, sorry.

City Manager Whitehead: We have a \$9 million project, and I'm rounding, we have a \$900,000 match, we owe 10%, the office of the Flood Commission is giving us \$400,000 and we have to find our remaining amount. But of that, this contract will pay out in full, but we'll take 10% of it to meet our match from our match side of the house, and the rest from the grant, is what this purchase order is telling you. I won't go into it much, but we will have an on-site inspector 8 hours a day, 5 days a week for the project. Across the board, this is a pretty sophisticated project, but we did negotiate down several hours from senior staff, and then not having two inspectors on-site multiple times. We've increased our ability for reporting and for consultation on this project. We did see some savings in this negotiation through the city.

Mayor Hechler: Perfect. So, it's overall savings, or is it more stuff in the ground?

City Manager Whitehead: I think it'll be more stuff in the ground. We saved about \$50,000 on the engineering side, which ultimately goes right back into the project.

Mayor Hechler: Perfect, that's good news.

Commissioner Forrister made a motion to approve purchase Requisitions over \$60,000 for Wilson & Company Inc. – Cantrell Dam Engineering Construction Admin Services. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

b. J & H Services Inc.

City manager Whitehead: This is the item we just briefed you on for the change order, so this would be just approving the requisition for the amount of the change order.

Commissioner Forrister made a motion to approve purchase Requisitions over \$60,000 for Wilson & Company Inc. J & H Services Inc. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H2. was discussed before item H1.

3.Discussion/Action: Approval of Biennial Memorandum of Understanding (MOU) between MainStreet and the City of T or C.

City Manager Whitehead: On an every two year basis, an MOU with MainStreet needs to be put in place. This would start July 1st, 2026 through 2028. Key points; I've read through the document, it's consistent with what the city has adopted before. MainStreet has four points that they are to deliver to you: economic vitality, design, promotion, and organizational structure. They are to hire an executive director. The MOU defines what the requirements are under attachment one. The liability that the city does have is that you must commit to funding the program at some level. They have a set budget, they are required to raise money to get to that budget, and again, we meet those obligations by funding them, as long as they're promoting ideas within the district that they're assigned to, they would meet and be eligible to receive city funds. The document has been reviewed, it's in order. I think we're building a consistent relationship with MainStreet, we're looking for other connections that help them be more than just focusing on their items. We would recommend adoption of this MOU.

Commissioner Forrister: I think we've put some provisions on MainStreet a few years back, and I think they've really stepped up their game.

Mayor Hechler: I agree, I'm pleased with their actions over the last couple years. It's a strong organizations, and they do report all the time, so it's perfect.

Commissioner Forrister: Even in public comment, when she doesn't get on the agenda.

Commissioner Forrister made a motion to approve the Biennial Memorandum of Understanding (MOU) between MainStreet and the City of T or C. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approval of a Professional Services Agreement between the City and Jesse Cole 4x4 Services and Consults.

City Manager Whitehead: In order to operate a water and wastewater system, you must have a level 3 in each discipline within your system to be compliant with the environment department. Currently, we have Jamie Foreman who is a level 2, she's completed her classes and training, she will be a level 3 in water, which will then complete what we had set out for her. But in order to be compliant, we made the decision to go out to a consultant. I think this is a model that will be working with other organizations, it's very hard to find this. In this particular case, our contract will be a multi-year contract. Again, we'll do from now until the end of the fiscal year will be one purchase order, and then we'll be allowed to do this for the next year as well. We're paying Mr. Cole \$1,000 a month. That \$1,000 a month is to allow us to have the use of his license, that's it. For that, he provides us one day of guidance, he comes in and looks, so he'll have one day in the system where he'll go through every piece of our infrastructure, he reports to me, and reports to the water department on the quality. If he's comfortable with allowing his license to continue to be on top of us, so that's what that gets us. Off of that, we pay him \$75 an hour for emergency callouts. He is very knowledgeable in the system, so when we have a valve but we can't find a location, he's very capable. If we have a technical issue with repairs, he's able to come out, so he would be compensated additionally for that. What we've found this year is he's also licensed to do water line and repairs, so this contract would allow me, then, to use him within the context of the \$60,000 professional services contract to do minor repairs to our system. Jesse is the one, he and his crew facilitated 15 repairs for us in December, and actually got us caught up on the small repairs. This gives us licensure, it gives us safety, it gives me control, and it allows us to have somebody to assist us in repairs. Our recommendation is that we adopt and continue the contract.

Mayor Hechler: Just as a comment, when we had a full-time operator on board, it cost us almost \$90,000?

City Manager Whitehead: That's correct.

Mayor Hechler: So, this is cost savings. We're getting the same thing, we have a pretty good system, I think the city is benefitted by his expertise, and it's been a good contract.

City Manager Whitehead: And let me just add to that, because somebody might say, "Why is the guy working for just \$1,000?" well he has I think 10 or 11 other contracts that he's able to provide the same service for, so he's built a business off of serving other small municipalities and water systems.

Commissioner Forrister: He makes \$1,000 a day, that's pretty good.

Commissioner Forrister made a morion to approve the Professional Services Agreement between the City and Jesse Cole 4x4 Services and Consults. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

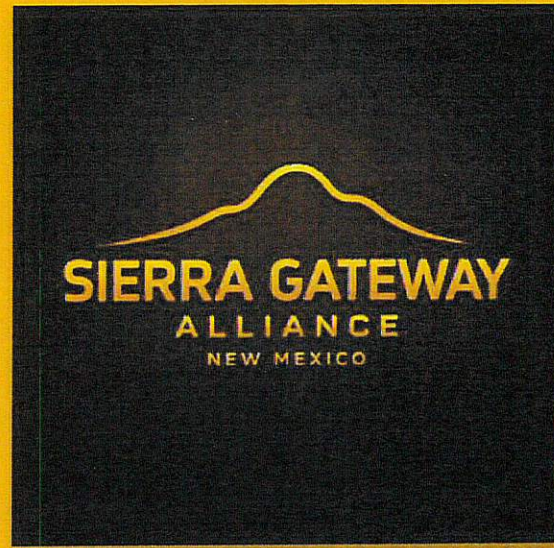
Mayor Hechler adjourned the meeting at 8:06 pm.

Passed and Approved this 11th day of March, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



“The best way to predict the future is to create it.”

— Peter Drucker

NEW REGIONAL JOB CREATION 2026 to 2031

Overview

- 2026 – 2031: 61,200 to 112,500 new jobs in southern New Mexico and western Texas,

Copper Flat Mine

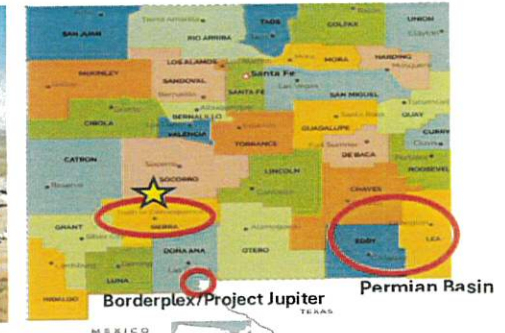
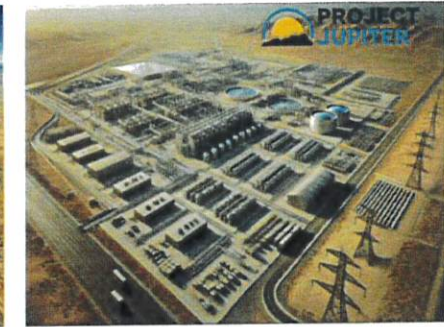
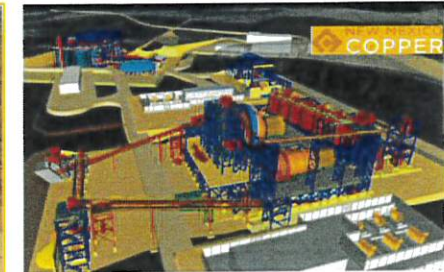
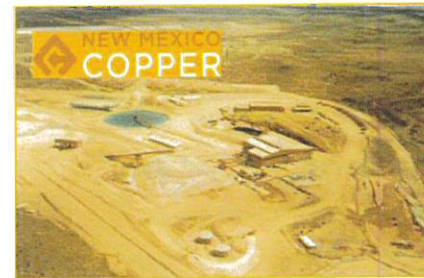
- 2027 – 2029: Expected to create and support roughly 1,200 to 2,500 jobs during construction and early operations.

Borderplex & Project Jupiter

- 2026 – 2031: Expected to create and support between 20,000 and 45,000 jobs.

Permian Basin Oil Discovery in New Mexico

- 2026 – 2031: Expected to create and support 40,000 to 65,000 new jobs.



TOURISM EXPANSION – IN SIERRA COUNTY

2027 - 2031

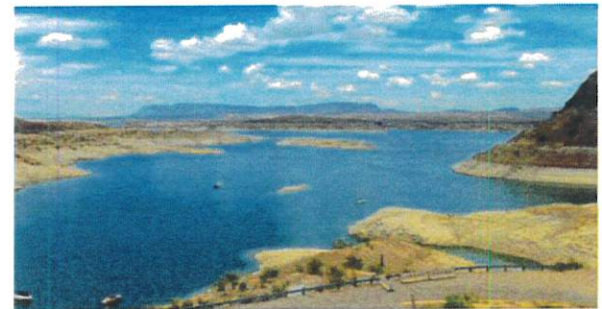
- Virgin Galactic is expected to generate 41,500 hotel room nights per year with one (1) flight per week.

2026 – 2031

- Borderplex and Project Jupiter are projected to produce 15,000 to more than 70,000 leisure trips annually to Sierra County.

2026 – 2031

- Permian Basin discovery is anticipated to generate 50,000 to 100,000 additional visitors to Sierra County.



WHAT IS NEEDED NOW — AND WHY

The **2026–2029** window is critical to prepare before capacity is reached.

The next three years represent the only realistic opportunity to plan, fund, and build ahead of demand, rather than reacting after growth strains housing, infrastructure, tourism services, and quality of life.

Once regional capacity is reached, development becomes more expensive, more fragmented, and harder to manage, limiting long-term economic and fiscal benefits for local communities.

Existing local revenues (Gross Receipt Tax and Lodger Tax) alone cannot support the level of advance planning and investment required to respond to this scale of regional growth.

2026–2029: CRITICAL PREPARATION WINDOW



Development becomes more **expensive**

Development becomes more **fragmented**



Harder to **manage**, limiting economic and fiscal benefits for local communities.



Existing local revenues alone cannot support the level of advance planning and investment required

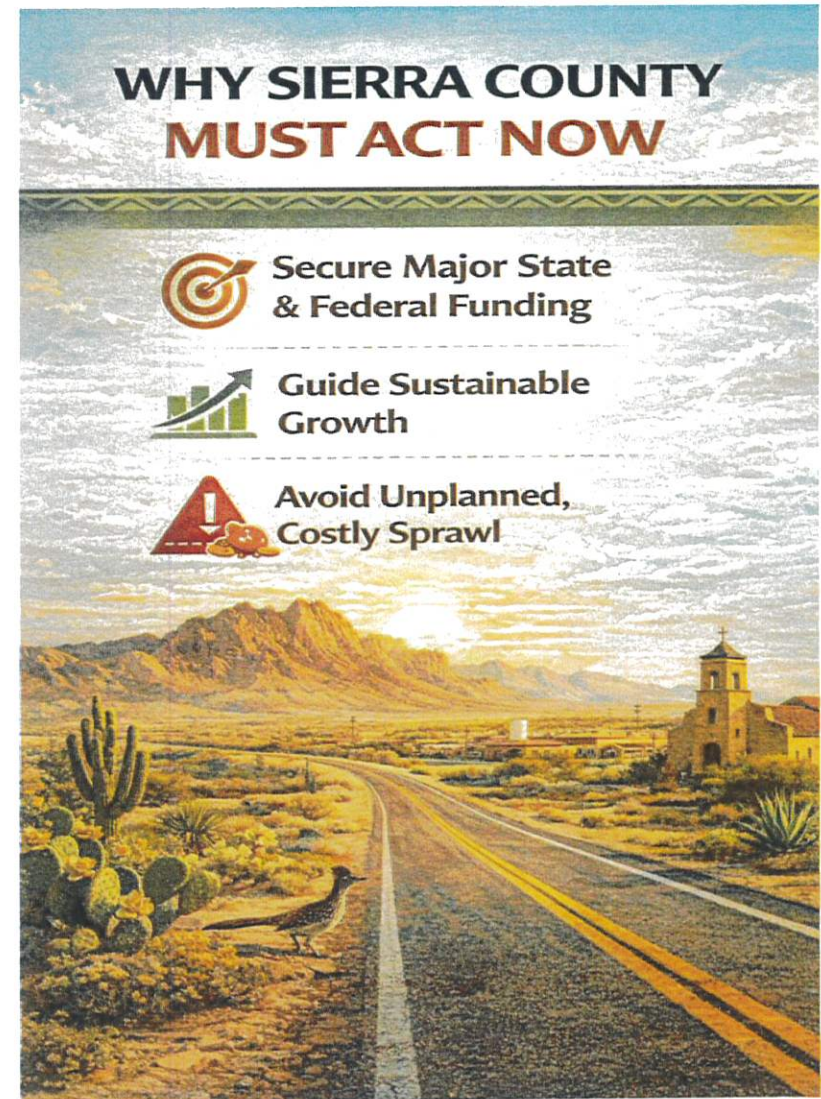
WHAT IS NEEDED NOW — AND WHY

Action now allows Sierra County to shape outcomes instead of absorbing impacts.

Acting now helps Sierra County go after bigger state and federal funding, instead of scrambling for smaller grants later.

Planning early lets the county manage growth in a way that supports tourism, creates jobs, grows local tax revenue, and protects the character of our communities.

Waiting increases the chance that growth happens without a plan, leading to missed funding and higher long-term costs.

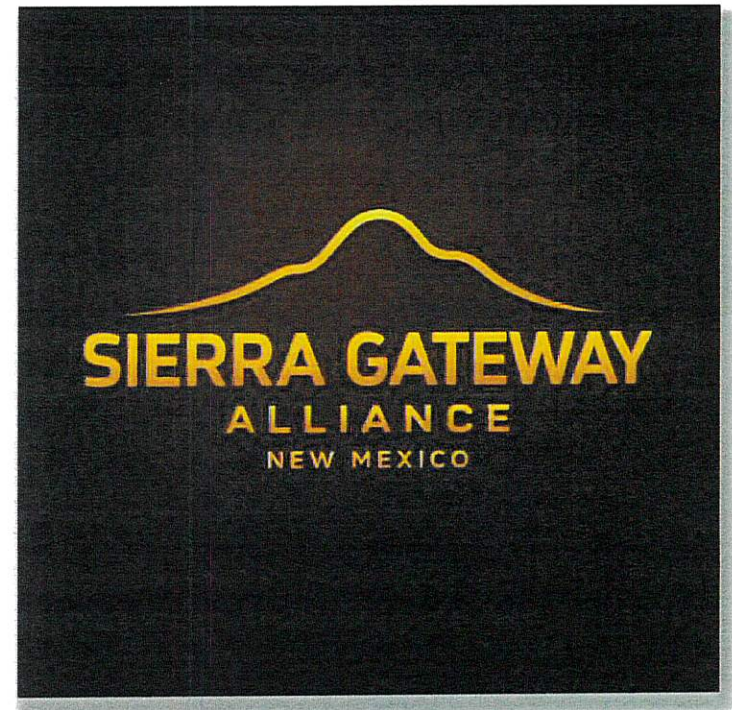


THE SOLUTION

The Sierra Gateway Alliance is planned to be a unified countywide public-private alliance that operates on behalf of Sierra County and its municipalities.

It is an entity that provides the scale, credibility, and flexibility to partner with state and federal agencies, as well as the private sector, to secure larger, higher-impact investments.

It is an entity that enables Sierra County to accelerate county-wide planning and implementation now, preparing the community for growth before demand reaches full capacity.



WHAT IS THE SIERRA GATEWAY ALLIANCE?

A non-profit that gives the county and cities a shared tool to work together, attract investment, and get things done ... without expanding government.

Provides a practical, coordinated way to manage growth and align public goals with private-sector expertise.

Focused on building a strong, year-round economy while protecting the character and quality of life of Sierra County.

Designed to support local governments by helping plan, fund, and deliver projects that benefit residents, businesses, and visitors alike.



WORK TOGETHER,
ATTRACT INVESTMENT • **GET THINGS DONE**
WITHOUT EXPANDING GOVERNMENT

WHAT DOES THE SIERRA GATEWAY ALLIANCE DO?

Partners with state and federal agencies and the private sector to secure larger, higher-impact investments.

Coordinates and expedites the planning, funding, and delivery of tourism, economic development, housing, workforce, and infrastructure projects.

Aligns public priorities with private-sector expertise to guide growth and decision-making.

Partner.
Coordinate. Accelerate.



Expedite Tourism, Economic Development, Housing, Workforce, and Infrastructure Projects



Align Public Priorities with Private-Sector Expertise

WHY IS THE SIERRA GATEWAY ALLIANCE NEEDED NOW?

Growth and investment are accelerating, increasing demand for jobs, housing, tourism, infrastructure, and services.

Existing local resources and government structures are not built to respond to this scale or speed of growth on their own.

Acting now allows the county to plan, fund, and build ahead of demand, instead of reacting after capacity is reached & costs rise.

The Alliance takes action that moves faster and at a scale no single city or jurisdiction can achieve alone.

Preparing now protects quality of life, strengthens long-term Gross Receipts and Lodgers Tax revenues, and reduces administrative burden on local governments, businesses, and residents.

The Sierra Gateway Alliance helps Sierra County get ahead of growth while there is still time to plan smartly, invest wisely, and protect the community's future.



STRUCTURE #1 of 2
Joint Powers Authority +
The Sierra Gateway Alliance



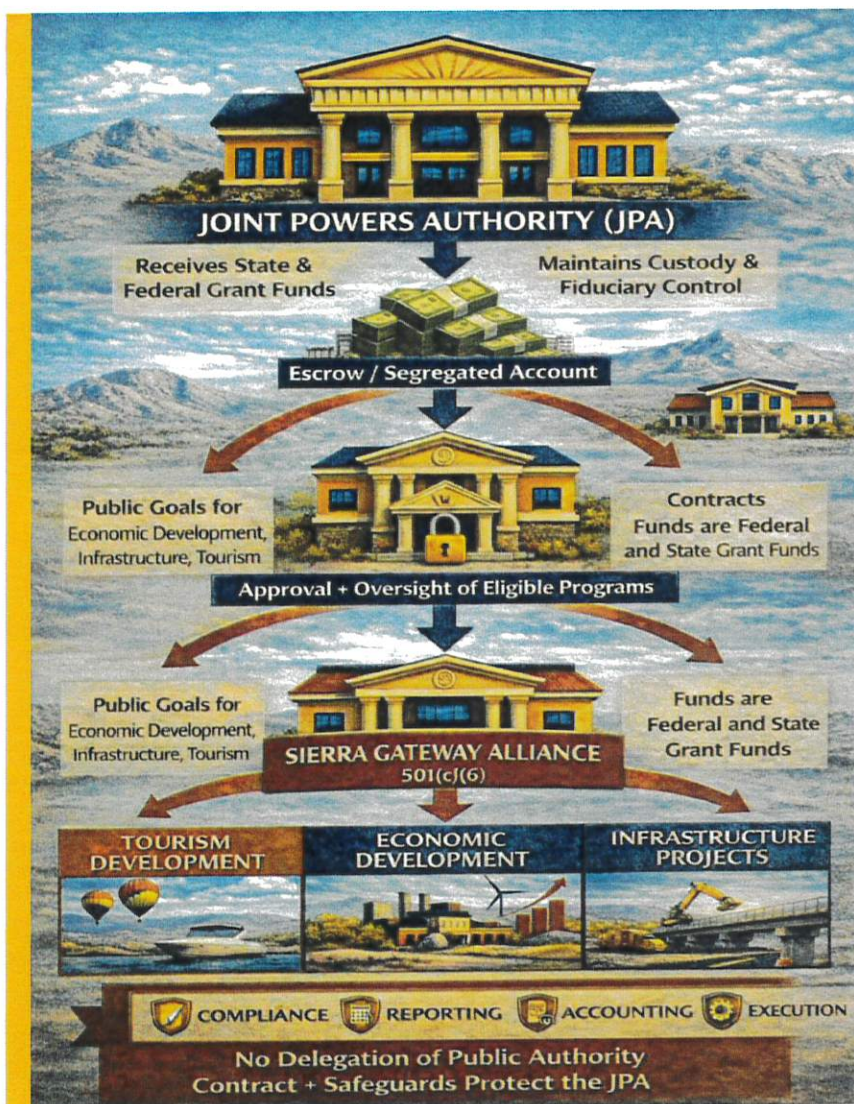
STATE OF NEW MEXICO



**U.S. GOVERNMENT
FEDERAL PROGRAMS**



JOINT POWERS AUTHORITY



The Joint Powers Authority serves as the public fiduciary, receiving state and federal grant funds into a segregated escrow account.

The JPA retains a reasonable administrative fee, consistent with national grant management practices, to cover fiduciary oversight, compliance reporting, accounting, audit support, and legal review.

The balance of grant funds is allocated to the Sierra Gateway Alliance (501(c)(6)) solely for the strategic development and implementation of approved programs focused on tourism, economic development, and supporting infrastructure initiatives.

Program authority is exercised collaboratively, with the JPA and the Sierra Gateway Alliance working together to identify and prioritize goals and programs that support a long-term, year-round economy, with all activities conducted in compliance with applicable laws and grant requirements.

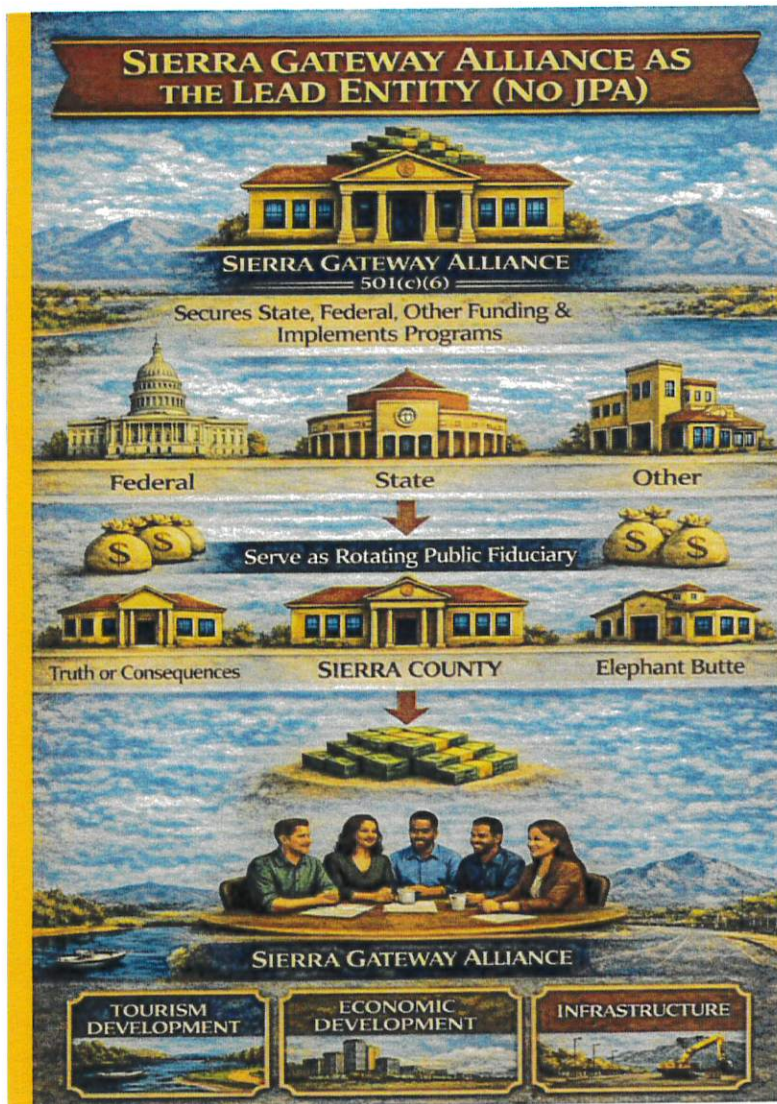
Funds are released to the Sierra Gateway Alliance and subject to performance, reporting, and compliance requirements.

Built-in safeguards, including insurance, bonding or completion assurances, indemnification provisions, and reversion of unspent funds, protect public dollars.

County and municipal governments do not have access to Alliance-managed funds, except for the JPA's approved administrative fee.

County and municipal governments may independently pursue grants, provided such grants do not conflict with or duplicate programs planned or implemented by the Sierra Gateway Alliance.

STRUCTURE #2 of 2
The Sierra Gateway Alliance +
County & Cities, No JPA



Sierra Gateway Alliance - Lead Entity (No JPA)

The Sierra Gateway Alliance is a 501(c)(6) nonprofit that leads the region for tourism, economic development, and supporting infrastructure initiatives.

The Sierra Gateway Alliance is responsible for identifying opportunities and securing state, federal, and private-sector funding for regional tourism economic development and supporting infrastructure programs.

Sierra County, the City of Truth or Consequences, and the City of Elephant Butte become members of the Alliance - annual membership fee is required.

For state and federal grant-funded projects, Sierra County or one of the participating municipalities serves as the public fiduciary on a rotating, project-by-project basis.

The designated public entity receives grant funds into a segregated escrow account and retains an administrative fee, consistent with national grant management practices, to cover fiduciary oversight, compliance reporting, accounting, audit support, and legal review.

After fiduciary processing, grant funds are released to the Sierra Gateway Alliance solely for the strategic development and implementation of approved programs focused on tourism, economic development, and supporting infrastructure initiatives.



Sierra Gateway Alliance - Lead Entity (No JPA)

Program authority is exercised collaboratively through the Sierra Gateway Alliance Board of Directors, which includes one representative from each participating municipality but does not permit municipal representatives to hold a majority.

Programs are prioritized to support a long-term, year-round economy and are carried out in compliance with applicable laws and grant requirements.

Funds released to the Alliance are subject to clear contractual performance, reporting, and compliance requirements. Safeguards including insurance, bonding or completion assurances, indemnification provisions, and reversion of unspent funds protect public dollars.

Counties and municipalities may independently pursue grants, provided such grants do not conflict with or duplicate programs planned or implemented by the Sierra Gateway Alliance.

County and municipal governments do not have access to Alliance-managed funds, except for the approved administrative fee retained by the designated public fiduciary.

PRIORITIES & TIMING

PRIORITIES: THE SIERRA GATEWAY ALLIANCE ACTION FRAMEWORK

Establish a public private alliance framework.

Form the implementing entity (SGA Lead or SGA + JPA)

Identify and prioritize funding, infrastructure, tourism, and economic development needs.

Develop a five-year strategy and implementation plan
Coordinate state, federal, and private funding to combine grants and create new funding solutions when existing programs fall short.

Activate grant development, administration, and compliance capacity for standard state and federal funding programs
Implement and manage approved programs.

Measure outcomes and refine programs as needed to improve performance, alignment, and results.

How It Works



Build the Partnership

Establish a public-private partnership framework.



Create the Delivery Structure

Form the implementing entity (SGA Lead or SGA + JPA).



Set Regional Priorities

Identify and prioritize funding, infrastructure, tourism, and economic development needs.



Plan for Impact

Develop a five-year strategy and implementation plan.



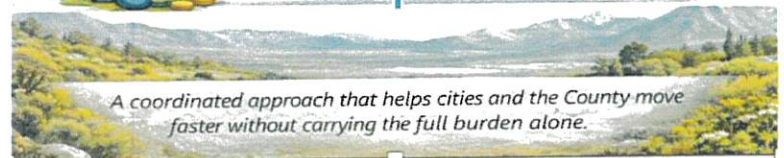
Assemble and Align Funding

Coordinate state, federal, and private funding to combine grants and create new funding solutions when existing programs fall short.



Deliver, Measure, Improve

Implement and manage programs, track results, and refine efforts to improve outcomes.

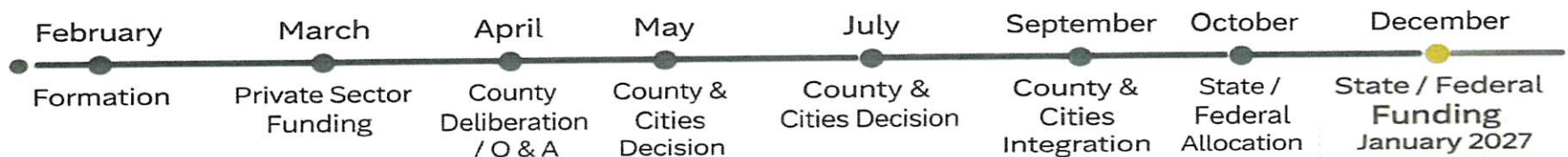


A coordinated approach that helps cities and the County move faster without carrying the full burden alone.

Sierra Gateway Alliance: Implementation Timeline Options

(Estimated)

SGA Lead (No JPA)



SGA Lead (With JPA)



Both paths lead to full activation. The difference is speed, complexity, and timing of state and federal funding.

THANK YOU

Contact

Patrick Pharris

Executive Vice President

External Affairs and Strategic Development

PreReal Investments

(702) 491-7464

Patrick@PreRealInvestments.com

- Love Loves - Jobs GRT, from people passing Thru
- Good on Mgt + Commission for not letting Ashbaugh Talk you out of it if his gas station empire was against.
- Trucks will be over weighting up There. Might even eat at McD's Del Taco or La Boccia occasionally
- Maybe even the occasional hotel room at Comfort Inn
- Probably ~~be~~^{be} in top 10 GRT generators in TriCity
 Holiday Inn, Comfort Inn, Bar Z, Hospital, Walmart, Bullocks
 Brewery, Los Arcos, School District, Francis Luna ^{not all about} Down Town
 Fishbe Terrace, Glen Shire
- Occurs to me
- Voted for 4 out of 5 of you. will feel bad if Things don't Turn out well
- Be smart, ^{try} Think of all outcomes, Don't say stupid stuff
- Swindle 5 yrs ago Maybe we should sell the power co. might get 8 mil plus There's 20 mil in deferred maint. let buyers do Their due Diligence. Don't say 20 mil needs to be fixed in public meeting
- A current Commissioner was quoted in paper in last 18 months saying public needs to get over The water Thing. Trying to piss us off? Just because infrastructure bad all over country bad don't make us feel better.
- Viking funeral

TorC City Clerk

From: Tim kuzdrowski <hazzardrange@gmail.com>
Sent: Monday, February 23, 2026 10:56 AM
To: TorC City Clerk
Subject: Re: Public comment

Thank You

Here is the comment; everything below this line

Good Afternoon T or C City Commission and staff

Thank you for letting me submit this comment as my work schedule does not allow me to attend in person. Regarding the Sierra Gateway Alliance I hope that when the time comes, you will thoroughly research whether this is working anywhere else in NM or the US. Having been a resident of Sierra County for 19 years, I have seen the damage outsiders who don't reside here full-time have done to our county, like what Santa Fe did to our state parks or the downtown loop design or what D.C. has done to our forest and our ranching neighbors with the Mexican gray wolf. The county's roots are in agriculture and mining and now the non-tourism space is related, and T or C has been hospitality and arts. All of this supports the services we have in T or C, benefiting both city and county residents alike

I'm not against this idea but after listening to the presentation at the county commission last week...I urge our local governments to think long and hard about this as current residents and our youth—many of whom graduate high school and then leave, never to return—are affected. You can't control things that affect us at the county, state, and national level, but you can control T or C and prevent us from turning into places like so many others in the West where locals can't afford to live here and all workers are forced to live in places like Las Cruces. We already see this happening in some sectors of the job market..

Tim Kuzdrowki
P.O. Box 1445 Elephant Butte / County resident

On Mon, Feb 23, 2026 at 10:12 AM TorC City Clerk <torcclerk@torcnm.gov> wrote:

Good morning Tim,

We can absolutely submit your comments for the record. You may reply to this email with what you'd like to say, and I will pass along your comments to the Commission, if that works for you.

Thank you,

City Clerks Office

City of Truth or Consequences

TorC City Clerk

From: noreply@revize.com
Sent: Sunday, February 22, 2026 11:24 PM
To: TorC City Clerk
Subject: You have received a customer inquiry

whichemailaddress[] = torcclerk@torcnm.org

first_name = Patricia Kearney

email = p-kearney@earthlink.net

phone = 5757404650

issue = Comment for city commission meeting: I am unable to attend the meeting on the 25th, but I have read the PreReal presentation document. Nothing PreReal suggests will happen is guaranteed to happen. Their projections are so dubious, I wonder if they themselves believe them or if they just hope we will so they can exploit us. Is this proposal a mask for something else, an underlying plan? Borderplex won't do anything for us. They're projecting jobs here from Project Jupiter in Dona Ana county. This makes no sense. PreReal predicts jobs and tourism from things unrelated to tourism—or from Virgin Galactic, whose promised tourism has never materialized and probably never will. But, if it actually does, would visitors stay here or in Las Cruces? Nothing PreReal says convinces me that they are reliable or trustworthy or even honest partners. The city should refuse to work with them.

preferred_contact = email

Client IP = 173.185.205.255

Torres, Angela

From: John Masterson <john@torc.beer>
Sent: Wednesday, February 25, 2026 2:55 PM
To: Hechler, Rolf; Mitchell, Destiny; Hoepfner, Ingo; Forrister, Amanda; Glines, Chaz
Cc: Torres, Angela; Marianne Blaue
Subject: prereal's Sierra Gateway Alliance

Greetings,

As business owners raising a kid in Sierra County, we have a vested interest in local economic growth and quality of life issues. I have a few observations and concerns about the Sierra Gateway Alliance pitch deck.

As a massive local property owner, Prereal Investments naturally has a sophisticated strategy to increase the value of its assets; gaining greater influence over public money and policy is an obvious part of that strategy. Might the community-at-large benefit if they are allowed to proceed? Maybe... But maybe not.

If their proposal satisfies you today and moves forward, consider asking these questions as the proposal is refined:

1. What are the credible sources of the presentation's rosy jobs and tourism projections?
2. Since municipalities are explicitly barred from majority control, who/what comprises the majority?
3. Who determines whether a city's independent grant application "conflicts or duplicates" an Alliance program?
4. Who appoints the majority of the JPA board?
5. Who appoints the 501(c)(6) board?
6. Are private investors voting members?
7. What removal mechanisms exist?
8. Will quarterly financial reporting be required?
9. What conflict-of-interest protection and recusal processes exist?
10. Are meetings and minutes subject to open meeting laws?
11. Is there any requirement for community engagement or oversight at all?
12. Will PreReal or affiliated entities be eligible to bid on or receive Alliance-directed contracts or grants?
13. If PreReal is providing initial private sector funding to stand up the Alliance, what does it receive in return — board seats, naming rights, preferred vendor status, anything?
14. Why is a private investment entity proposing and apparently designing the public economic development structure for Sierra County, rather than the county and municipalities developing this themselves and then inviting private participation?
15. finally.. where is MRGEDA on this? Aren't they the regional economic development umbrella we need? And what about SSCOG? And EDD?

I anticipate you'll hear from some residents today about loss of community identity, capture by elites, escalating housing costs, and a sense of disenfranchisement. All valid concerns.

Personally, I appreciated the presentation's bold vision; the promise of economic coordination and thoughtful planning is welcome. I have a stake in this community's future and want us to flourish. I want a great trail system, excellent schools, beautiful parks, and well-maintained infrastructure. I want front-line essential workers to earn enough money to live in town.

Change is coming, we just need to decide as a community what it looks like. I'm skeptical that the "Sierra Gateway Alliance," as currently presented, is the best path to create a future we can all look forward to.

--

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

Torres, Angela

From: Marianne Blaue <marianne@torc.beer>
Sent: Wednesday, February 25, 2026 2:54 PM
To: Torres, Angela
Subject: Public comment on PreReal Proposal 2/25

Commissioners,

RE: PreReal's proposal — I'm unable to attend in person today.

On an economic alliance - I 100% believe we need stronger economic organization and to be allied with other communities in the county to make a stronger case for funds and to get the benefits of our cooperation. That is something we currently lack and it weakens us. I wish we could work better together through leadership from the existing umbrella organizations of the COG or MRGEDA.

On the coming boom - If Sierra County is truly facing a near-term growth boom, then we should absolutely prepare in a coordinated and intentional way for that -- however, my assumption has been that Sierra County is facing long-term underinvestment and poverty, and that we need to build back by strengthening our assets and keeping things affordable over time. Now I'm wondering, which problem do we need to solve? We'll all be looking to you for the answer.

On private investment - we absolutely need it. I wish we were better economically organized with a strong vision for the future so that private investors could plug into our vision, rather than us restructuring ourselves to plug into theirs. An alliance with private investment may be wonderful and what we need to make things REALLY happen — but it must be with guardrails and in service of the things we want to see ten years from now. I know there is no decision on the table today, but in general please do not approve anything that relinquishes your authority as our elected governing body or makes another entity the gatekeeper of public policy or investment. We want you to lead us into the future, not PreReal or other outside interests.

On T or C's identity - I've always believed that T or C and Sierra County are fundamentally a quality-of-life location. No one who lives here is here to get rich. Our rural hospital, hot springs, desert landscape, retirees, boating, hiking, and fishing, and affordability — these are real assets. People want low-cost of living near the outdoors, easy to travel out of, strong local amenities, good schools, great community, away from the city. If we could focus on industry investment that fueled quality of life goals, that would be widely supported. Hiring a full-time grant writer or three to help would be widely supported.

Wisdom from the past - Here is vintage brochure from the past when our identity was much clearer, the communities were tied together, and all was tied to an economic engine of "health" that wasn't "new agey" or off-putting -- this was us at one time, we need something cohesive like this again: <https://sierracountynewmexico.info/vintage-brochure-hot-springs-new-mexico-city-of-health/>

Thank you,

Cheers,

Marianne Blaue

CEO/Owner

Truth or Consequences Brewing Co.

 [TORC.BEER](https://torc.beer)

 [INSTAGRAM](#)

 [FACEBOOK](#)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: F.3

SUBJECT: February 2026 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: March 2, 2026

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for February 2026

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 2,091,353.83

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 03-11-2026



Truth or Consequences

AP EOM REPORT FEBRUARY 2026

By Fund

Payment Dates 2/1/2026 - 2/28/2026

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 ...	001.2026	02/06/2026	OPEN PO - LANDSCAPE SERVI...	101-1009-47415	1,000.00
SUPERIOR WEED AND PEST C...	022022418	02/06/2026	OPEN PO FY26 WEED AND PE...	101-1009-47415	921.19
JAIME F RUBIN ATTORNEY AT ...	1/30/2026	02/06/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	4,223.60
ARENAS VALLEY ANIMAL CLIN...	107877	02/06/2026	VET SERVICES	101-1006-48598	237.89
ARENAS VALLEY ANIMAL CLIN...	108531	02/06/2026	VET SERVICES	101-1006-48598	13.01
AMAZON CAPITAL SERVICES I...	1F9M-46FH-637P	02/06/2026	OFFICE SUPPLIES	101-1003-44606	15.50
AMAZON CAPITAL SERVICES I...	1PN1-NGXV-KC66	02/06/2026	AIR FRESHENER	101-1010-44606	17.64
AMAZON CAPITAL SERVICES I...	1PN1-NGXV-KC66	02/06/2026	COFFEE PODS	101-1010-44606	44.16
AMAZON CAPITAL SERVICES I...	1PN1-NGXV-KC66	02/06/2026	CLOCK	101-1010-44606	23.99
AMAZON CAPITAL SERVICES I...	1PN1-NGXV-KC66	02/06/2026	MINTS	101-1010-44606	21.99
AMAZON CAPITAL SERVICES I...	1PN1-NGXV-KC66	02/06/2026	10-PACK FILE FOLDERS	101-1010-44606	8.99
AMAZON CAPITAL SERVICES I...	1PN1-NGXV-KC66	02/06/2026	PACKING TAPE	101-1010-44606	7.99
AMAZON CAPITAL SERVICES I...	1PN1-NGXV-KC66	02/06/2026	KLEENEX 8-PACK	101-1010-44606	14.44
AMAZON CAPITAL SERVICES I...	1QTX-RNLL-FX3P	02/06/2026	OFFICE SUPPLIES	101-1003-44606	85.14
AMAZON CAPITAL SERVICES I...	1WVY-4QPP-3PLP	02/06/2026	STANDING DESK	101-1006-44606	89.99
UNIFIRST HOLDINGS INC DBA ...	2880334751	02/06/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880336977	02/06/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880339584	02/06/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	187.87
VERIZON WIRELESS	61344466665	02/06/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43775	193.60
VERIZON WIRELESS	61344466665	02/06/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.88
DESERT GRAPHICS INC	7227	02/06/2026	SIGN ALUM WHITE .040 1SD 2...	101-1009-44607	175.00
DESERT GRAPHICS INC	7227	02/06/2026	SIGN ALUM WHITE .040 1SD 2...	101-1009-44607	175.00
DESERT GRAPHICS INC	7227	02/06/2026	SIGN OMEGA-BOND WHITE 1...	101-1009-44607	1,700.00
TALON SEPTIC & POTTY SERVI...	13410	02/06/2026	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,100.00
LASTING PAWS PET MEMORIA...	LC10391-I-0072	02/06/2026	ANIMAL CREAMTION	101-1006-48598	179.40
THE SANTA FE OPERA	02072026	02/13/2026	CIVIC CENTER 2/7/26 EVENT ...	101-1099-34348	400.00
BRADY INDUSTRIES LLC	11266820	02/13/2026	3M NIAGARA SCOUR PAD 6X9...	101-1014-44607	16.39
BRADY INDUSTRIES LLC	11266820	02/13/2026	KIK GERMICIDAL BLEACH 1GA...	101-1014-44607	59.17
BRADY INDUSTRIES LLC	11266820	02/13/2026	LINER 30x36 0.75MIL WHITE S...	101-1014-44607	62.49
BRADY INDUSTRIES LLC	11266820	02/13/2026	BATH TISSUE 2-PLY WHITE 48...	101-1014-44607	675.70
BRADY INDUSTRIES LLC	11266820	02/13/2026	FUEL	101-1014-44607	4.00
BRADY INDUSTRIES LLC	11266820	02/13/2026	BLACK ECOSTRING CAN LINER...	101-1014-44607	86.91
BRADY INDUSTRIES LLC	11266820	02/13/2026	COTTON BLOSUM URINAL G...	101-1014-44607	49.57
COPPLER LAW FIRM PC	13606	02/13/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	216.38
T OR C HARDWARE INC	184396/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	40.52
T OR C HARDWARE INC	184399/6	02/13/2026	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	588.04
T OR C HARDWARE INC	184408/6	02/13/2026	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	75.64
T OR C HARDWARE INC	184413/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	6.17
T OR C HARDWARE INC	184440/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	17.26
T OR C HARDWARE INC	184496/6	02/13/2026	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	19.55
T OR C HARDWARE INC	184522/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	13.98
T OR C HARDWARE INC	184594/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	75.59
T OR C HARDWARE INC	184616/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	42.74
T OR C HARDWARE INC	184628/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	67.81
T OR C HARDWARE INC	184637/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	64.56
T OR C HARDWARE INC	184639/6	02/13/2026	OPEN P.O. FOR FIELD SUPPLIES...	101-1014-44607	30.00

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T OR C HARDWARE INC	184748/6	02/13/2026	OPEN P.O. FOR FIELD SUPPLIES..	101-1014-44607	69.31
T OR C HARDWARE INC	184750/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	73.92
T OR C HARDWARE INC	184752/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	10.64
T OR C HARDWARE INC	184764/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	17.09
T OR C HARDWARE INC	184766/6	02/13/2026	OPEN PO FOR T OR C HARDW...	101-1009-44607	16.76
SIERRA ELECTRIC CO-OP INC	2154 2/3/2026	02/13/2026	AIRPORT - ELECTRIC	101-1018-43780	1,286.97
KATHRYN ELLIOTT DBA CIVILIT...	224	02/13/2026	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
DOCUMENT SOLUTION INC	402871	02/13/2026	CITY CLERK OFFICE SHARP OV...	101-1001-43465	108.41
DOCUMENT SOLUTION INC	402871	02/13/2026	CITY MANAGER OFFIC SHARP ...	101-1003-43465	511.16
DOCUMENT SOLUTION INC	402871	02/13/2026	FINANCE OFFICE SHARP OVER...	101-1004-43465	238.23
DOCUMENT SOLUTION INC	402871	02/13/2026	POLICE DEPT SHARP OVERAGE...	101-1007-43465	98.36
DOCUMENT SOLUTION INC	402871	02/13/2026	PARKS DEPT SHARP OVERAGE...	101-1009-43465	3.74
DOCUMENT SOLUTION INC	402871	02/13/2026	FACILITY MAINT SHARP OVER...	101-1014-43465	4.90
NU WAY LAUNDRY & CLEANE...	40780	02/13/2026	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
SIERRA VISTA HOSPITAL SIERR...	41000483	02/13/2026	COLLECTION DRUG TEST FEE ...	101-1004-48599	108.00
OFFICE DEPOT	457014306001	02/13/2026	OFFICE SUPPLIES FOR DEPAR...	101-1007-44606	330.33
SIERRA COUNTY SENTINEL	4694 - CLERK	02/13/2026	FY 25/26 PUBLICATIONS	101-1001-43740	141.58
SIERRA COUNTY SENTINEL	4695	02/13/2026	HELP WANTED ADS - FY23-24 -..	101-1004-43740	552.71
SIERRA COUNTY SENTINEL	4736	02/13/2026	LEGAL AD FOR WSPI-1 ITB #20...	101-1010-43740	74.22
SIERRA ELECTRIC CO-OP INC	5764 2/3/2026	02/13/2026	MIMS AREA - ELECTRIC	101-1018-43780	648.37
TESTONS FREEWAY CHEVRON	6734	02/13/2026	OPEN PO FUEL PURCHASES FY...	101-1013-43316	105.83
TESTONS FREEWAY CHEVRON	6735	02/13/2026	ANIMAL SHELTER FUEL	101-1006-43316	59.91
TESTONS FREEWAY CHEVRON	6738	02/13/2026	OPEN PO - UNLEADED/DIESEL ...	101-1009-43316	792.28
QUEST DIAGNOSTICS INC	9219128	02/13/2026	SCREENING & MRO FEE FY 25-...	101-1004-48599	241.65
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	CITY MANAGER'S OFFICE	101-1003-41226	190.46
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	FINANCE / ADMIN SERVICES	101-1004-41226	499.37
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	POLICE DEPT	101-1007-41226	1,361.33
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	PARKS & RECREATION	101-1009-41226	167.79
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	STREET DEPT	101-1011-41226	303.23
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	FACILITY MANAGEMENT	101-1014-41226	181.80
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	LIBRARY	101-1016-41226	237.16
GANNETT MEDIA CORP	0007517516	02/20/2026	LEGAL AD FOR ITB #2026-01-0...	101-1010-43740	81.79
BURT FERGUSON & SIERRA C...	02172026	02/20/2026	PARTIAL DEPOSIT REFUND CIV...	101-1099-34348	150.00
ASHLEE WILDE	02182026	02/20/2026	DEPOSIT REFUND RALPH EDW...	101-1099-34348	25.00
WINDSTREAM CORPORATION	101131348 2/18/26	02/20/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	98.07
WEX BANK	110330564 CC	02/20/2026	OPEN PO FOR FUEL FY 25/26	101-1003-43316	38.76
WEX BANK	110330564 CMO	02/20/2026	OPEN PO FOR FUEL FY 25/26	101-1003-43316	154.68
WEX BANK	110330564 CODE	02/20/2026	OPEN PO FOR CODES/ACO FU...	101-1008-43316	202.39
WEX BANK	110330564 FM	02/20/2026	WEX BANK FUEL CARD OPEN P...	101-1014-43316	369.45
WEX BANK	110330564 PD	02/20/2026	PD FUEL USAGE FOR FY 25-26	101-1007-43316	6,619.36
AMAZON CAPITAL SERVICES I...	19R7-VWXQ-4KL6	02/20/2026	FOUR UNIFORM SHIRTS	101-1006-42620	77.92
AMAZON CAPITAL SERVICES I...	19R7-VWXQ-4KL6	02/20/2026	SHIPPING	101-1006-42620	14.77
CITY UTILITIES	2/11/2026	02/20/2026	POLICE DEPT LANDFILL	101-1018-43780	22.05
CITY UTILITIES	2/11/2026	02/20/2026	PARKS DEPT LANDFILL	101-1018-43780	22.06
CITY UTILITIES	2/11/2026	02/20/2026	ELECTRIC DEPT LANDFILL	101-1018-43780	33.08
CITY UTILITIES	2/11/2026	02/20/2026	STREETS DEPT LANDFILL	101-1018-43780	33.08
CITY UTILITIES	2/11/2026	02/20/2026	SANITATION DEPT LANDFILL	101-1018-43780	42,734.15
CITY UTILITIES	2/5 & 2/12/2026	02/20/2026	GENERAL CYCLE A & B UTILITI...	101-1018-43780	2,883.61
CITY UTILITIES	2/5 & 2/12/2026	02/20/2026	CEMETERY CYCLE A & B UTILIT...	101-1018-43780	148.05
CITY UTILITIES	2/5 & 2/12/2026	02/20/2026	ELECTRIC DEPT CYCLE A & B U...	101-1018-43780	260.86
CITY UTILITIES	2/5 & 2/12/2026	02/20/2026	FIRE DEPT CYCLE A & B UTILITI...	101-1018-43780	321.70
CITY UTILITIES	2/5 & 2/12/2026	02/20/2026	WATER DEPT CYCLE A & B UTIL...	101-1018-43780	362.58
CITY UTILITIES	2/5 & 2/12/2026	02/20/2026	WASTE WATER DEPT CYCLE A...	101-1018-43780	2,009.80
CITY UTILITIES	2/5 & 2/12/2026	02/20/2026	GOLF COURSE CYCLE A & B UT...	101-1018-43780	12,753.95
UNIFIRST HOLDINGS INC DBA ...	2880341507	02/20/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	75.52

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST HOLDINGS INC DBA ...	2880343945	02/20/2026	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	49.63
MARLIN LEASING CORPORATI...	41627898	02/20/2026	CLERKS OFFICE OPEN PO FY25...	101-1001-43465	246.78
MARLIN LEASING CORPORATI...	41627898	02/20/2026	CITY MANAGER OPEN PO FY2...	101-1003-43465	356.58
MARLIN LEASING CORPORATI...	41627898	02/20/2026	FINANCE OFFICE OPEN PO FY...	101-1004-43465	296.14
MARLIN LEASING CORPORATI...	41627898	02/20/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43465	592.28
MARLIN LEASING CORPORATI...	41627898	02/20/2026	PARKS DEPT OPEN PO FY25/26	101-1009-43465	246.78
MARLIN LEASING CORPORATI...	41627898	02/20/2026	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.04
ALARM CONTROL TECHNOLOG...	41638	02/20/2026	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	41639	02/20/2026	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
SIERRA COUNTY SENTINEL	4728	02/20/2026	SAFETY NOTIFICATION STICKE...	101-1008-43740	325.13
SIERRA COUNTY SENTINEL	4738 CMO	02/20/2026	ANNUAL NEWSPAPER SUBSCR...	101-1003-43770	40.00
SIERRA COUNTY SENTINEL	4738 PD	02/20/2026	ANNUAL NEWSPAPER SUBSCR...	101-1007-43770	40.00
SUPERIOR WEED AND PEST C...	022022431	02/27/2026	OPEN PO FY26 WEED AND PE...	101-1009-47415	2,817.75
SIERRA COUNTY 4H COUNCIL	02232026	02/27/2026	DEPOSIT REFUND FOR 2/20-2...	101-1099-34348	250.00
JESSICA MULLER	02232026	02/27/2026	DEPOSIT REFUND FOR TABLE ...	101-1099-34348	50.00
BURT FERGUSON & SIERRA C...	02242026	02/27/2026	REMAINDER OF DEPOSIT REF...	101-1099-34348	100.00
ANIMAL SHELTER BANK OF A...	1/31/2026 - AS	02/27/2026	WIRE STORAGE SHELVES	101-1006-44607	239.91
ANIMAL SHELTER BANK OF A...	1/31/2026 - AS	02/27/2026	TRASH BAGS X3	101-1006-44607	64.11
ANIMAL SHELTER BANK OF A...	1/31/2026 - AS	02/27/2026	TOILET PAPER X2	101-1006-44607	29.94
ANIMAL SHELTER BANK OF A...	1/31/2026 - AS	02/27/2026	DETERGENT X4	101-1006-44607	63.92
ANIMAL SHELTER BANK OF A...	1/31/2026 - AS	02/27/2026	DRYER SHEETS 4-PACK	101-1006-44607	24.48
ANIMAL SHELTER BANK OF A...	1/31/2026 - AS	02/27/2026	LARGE TOTES	101-1006-44607	35.44
ANIMAL SHELTER BANK OF A...	1/31/2026 - AS	02/27/2026	CLOROX 10-PACK	101-1006-44607	55.62
ANIMAL SHELTER BANK OF A...	1/31/2026 - AS	02/27/2026	SMALL TOTES	101-1006-44607	10.98
ANIMAL SHELTER BANK OF A...	1/31/2026 - AS	02/27/2026	ODOR REMOVER 2-PACK	101-1006-44607	9.26
CITY MANAGER BANK OF AM...	1/31/2026 - CMO	02/27/2026	61st PAVING & TRANSPORTAT...	101-1003-42310	200.54
CITY MANAGER BANK OF AM...	1/31/2026 - CMO	02/27/2026	1 YEAR SUBSCRIPTION-ZOOM ...	101-1003-43770	159.90
CITY MANAGER BANK OF AM...	1/31/2026 - CMO	02/27/2026	TAX	101-1003-43770	13.40
COMMUNITY DEVELOPMENT ...	1/31/2026 - COM DEV	02/27/2026	ANNUAL ADOBE SUBSCRIPTI...	101-1010-43770	7.86
CITY COMMISSIONERS BANK ...	1/31/2026 - COMM	02/27/2026	COMM. MITCHELL - PER DIEM	101-1000-42310	125.56
CITY COMMISSIONERS BANK ...	1/31/2026 - COMM	02/27/2026	MAYOR HECHLER - LODGING	101-1000-42310	526.92
CITY COMMISSIONERS BANK ...	1/31/2026 - COMM	02/27/2026	COMM. GLINES - PER DIEM	101-1000-42310	125.59
CITY COMMISSIONERS BANK ...	1/31/2026 - COMM	02/27/2026	COMM. HOEPPNER - LODGING	101-1000-42310	526.92
CITY COMMISSIONERS BANK ...	1/31/2026 - COMM	02/27/2026	COMM. HOEPPNER - PER DIEM	101-1000-42310	125.56
CITY COMMISSIONERS BANK ...	1/31/2026 - COMM	02/27/2026	COMM. MITCHELL - LODGING	101-1000-42310	526.92
CITY COMMISSIONERS BANK ...	1/31/2026 - COMM	02/27/2026	MAYOR HECHLER - PER DIEM	101-1000-42310	133.56
CITY COMMISSIONERS BANK ...	1/31/2026 - COMM	02/27/2026	COMM. GLINES - LODGING	101-1000-42310	526.92
CITY MANAGER BANK OF AM...	1/31/2026 - COMMS	02/27/2026	2026 NMML REGISTRATION F...	101-1000-42720	150.00
CITY MANAGER BANK OF AM...	1/31/2026 - COMMS	02/27/2026	2026 NMML REGISTRATION F...	101-1000-42720	150.00
CITY MANAGER BANK OF AM...	1/31/2026 - COMMS	02/27/2026	2026 NMML REGISTRATION F...	101-1000-42720	150.00
CITY MANAGER BANK OF AM...	1/31/2026 - COMMS	02/27/2026	2026 NMML REGISTRATION F...	101-1000-42720	150.00
CITY MANAGER BANK OF AM...	1/31/2026 - COMMS	02/27/2026	2026 NMML REGISTRATION F...	101-1000-42720	150.00
CITY MANAGER BANK OF AM...	1/31/2026 - COMMS	02/27/2026	2026 NMML REGISTRATION F...	101-1003-42720	150.00
FINANCE BANK OF AMERICA	1/31/2026 - FIN	02/27/2026	LODGING-MCM ELEGANTE	101-1004-42310	903.23
FINANCE BANK OF AMERICA	1/31/2026 - FIN	02/27/2026	LODGING-MCM ELEGANTE	101-1004-42310	903.23
FINANCE BANK OF AMERICA	1/31/2026 - HR	02/27/2026	BACKGROUND CHECKS - NH A...	101-1004-48599	379.44
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	RIDGID 4" TILE SAW BLADE	101-1009-44607	49.94
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	OSB 19/32IN. X 4FT. X 8FT.	101-1009-44607	128.88
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	4" DIAMOND DOUBLE ROW C...	101-1009-44607	59.97
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	ACRYLPRO 3.5 GAL. TILE ADHE...	101-1009-44607	59.97
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	ESTIMATED TAX	101-1009-44607	65.73
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	HADRIEBACKER 1/2 IN. 3'X 5' ...	101-1009-44607	168.50
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	VIGO WHITE 12"X 24" TILE	101-1009-44607	142.20
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	GRIP- RITE 3IN. STAR DRIVE S...	101-1009-44607	49.48
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	POLYBLEND PLUS 25 LB SAND...	101-1009-44607	38.96
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	RAMSET 0.22 CALIBER YELLO...	101-1009-44607	27.55
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	USG SHEETROCK BRAND JOINT...	101-1009-44607	11.53
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	BACKER-ON 1- 5/8 STAR DRIVE...	101-1009-44607	38.47
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	1/8IN. TILE SPACERS	101-1009-44607	2.98
PARKS AND REC BANK OF AM...	1/31/2026 - PARK	02/27/2026	QEP CLEANING AND WASHING...	101-1009-44607	4.97

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	SHIPPING	101-1008-44607	18.00
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	KENNELSOL GERMICIDAL DET...	101-1008-44607	189.95
TURTLEBACK PEST CONTROL I...	112701	02/27/2026	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,074.00
AMAZON CAPITAL SERVICES I...	1477-CCMP-7H4W	02/27/2026	LED SHOP LIGHTS (2)	101-1009-44607	208.98
AMAZON CAPITAL SERVICES I...	1477-CCMP-7H4W	02/27/2026	SAFETY WORK GLOVES	101-1009-44607	28.99
AMAZON CAPITAL SERVICES I...	1477-CCMP-7H4W	02/27/2026	VESKA GRABAGE BAGS 55 GAL...	101-1009-44607	514.68
AMAZON CAPITAL SERVICES I...	1JT6-9QMJ-1KYL	02/27/2026	ORGANIZER	101-1000-44606	30.99
AMAZON CAPITAL SERVICES I...	1JT6-9QMJ-1KYL	02/27/2026	COFFEE SYRUP	101-1010-44606	14.92
AMAZON CAPITAL SERVICES I...	1TFY-JGH3-4LJT	02/27/2026	TOILET PAPER (4)	101-1009-44607	171.80
CITY UTILITIES	2/20 & 2/26/2026	02/27/2026	GENERAL CYCLE C & D UTILITI...	101-1018-43780	6,664.23
CITY UTILITIES	2/20 & 2/26/2026	02/27/2026	ELECTRIC DEPT CYCLE C & D U...	101-1018-43780	4,930.31
CITY UTILITIES	2/20 & 2/26/2026	02/27/2026	WATER DEPT CYCLE C & D UTIL...	101-1018-43780	7,739.57
CITY UTILITIES	2/20 & 2/26/2026	02/27/2026	POOL CYCLE C & D UTILITIES	101-1018-43780	1,221.44
CITY UTILITIES	2/20 & 2/26/2026	02/27/2026	SANITATION DEPT CYCLE C & D...	101-1018-43780	594.77
CITY UTILITIES	2/20 & 2/26/2026	02/27/2026	UTILITY BILLING OFFICE CYCLE...	101-1018-43780	322.83
CITY UTILITIES	2/20 & 2/26/2026	02/27/2026	WASTE WATER DEPT CYCLE C ...	101-1018-43780	9,113.83
CITY UTILITIES	2/20 & 2/26/2026	02/27/2026	FIRE DEPT CYCLE C & D UTILITI...	101-1018-43780	234.07
TDS	2/25/2026	02/27/2026	014-044-1348	101-1018-43780	440.14
TDS	2/25/2026	02/27/2026	014-044-1828	101-1018-43780	1,350.14
TDS	2/25/2026	02/27/2026	014-044-1406	101-1018-43780	600.00
TDS	2/25/2026	02/27/2026	014-044-1353	101-1018-43780	440.14
TDS	2/25/2026	02/27/2026	014-044-1352	101-1018-43780	440.14
TDS	2/25/2026	02/27/2026	014-044-1371	101-1018-43780	440.14
TDS	2/25/2026	02/27/2026	014-044-1372	101-1018-43780	440.14
TDS	2/25/2026	02/27/2026	014-044-1351	101-1018-43780	440.14
TDS	2/25/2026	02/27/2026	014-044-1373	101-1018-43780	440.14
TDS	2/25/2026	02/27/2026	014-044-1402	101-1018-43780	440.14
TDS	2/25/2026	02/27/2026	014-044-1553	101-1018-43780	220.91
TDS	2/25/2026	02/27/2026	014-044-1537	101-1018-43780	149.00
TDS	2/25/2026	02/27/2026	014-044-1369	101-1018-43780	149.00
TDS	2/25/2026	02/27/2026	014-044-1526	101-1018-43780	129.95
TDS	2/25/2026	02/27/2026	014-044-1618	101-1018-43780	189.89
IWORQ SYSTEMS	215135	02/27/2026	FY 25/26 INVOICE & UPGRADE...	101-1001-48599	4,500.00
IWORQ SYSTEMS	215135	02/27/2026	FY 25/26 INVOICE & UPGRADE...	101-1006-43815	3,250.00
IWORQ SYSTEMS	215135	02/27/2026	FY 25/26 INVOICE & UPGRADE...	101-1008-43815	3,250.00
IWORQ SYSTEMS	215135	02/27/2026	FY 25/26 INVOICE & UPGRADE...	101-1010-43770	2,880.00
FOXWORTH GALBRAITH	3771185	02/27/2026	MASTIC AP ACRYL- 4000 3 5G	101-1009-44607	109.74
DOCUMENT SOLUTION INC	407043	02/27/2026	CITY CLERK OFFICE SHARP OV...	101-1001-43465	196.66
DOCUMENT SOLUTION INC	407043	02/27/2026	CITY MANAGER OFFIC SHARP ...	101-1003-43465	482.79
DOCUMENT SOLUTION INC	407043	02/27/2026	FINANCE OFFICE SHARP OVER...	101-1004-43465	379.89
DOCUMENT SOLUTION INC	407043	02/27/2026	POLICE DEPT SHARP OVERAGE...	101-1007-43465	142.12
DOCUMENT SOLUTION INC	407043	02/27/2026	PARKS DEPT SHARP OVERAGE...	101-1009-43465	7.91
DOCUMENT SOLUTION INC	407043	02/27/2026	FACILITY MAINT SHARP OVER...	101-1014-43465	27.02
ARMIJOS CASA BONITA	46066	02/27/2026	INSTALL NEW SAFETY GLASS	101-1014-43403	175.00
ARMIJOS CASA BONITA	46066	02/27/2026	TAX (LABOR)	101-1014-43403	14.66
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	CLERKS OFFICE OPEN PO FY25...	101-1001-43465	246.78
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	CITY MANAGER OPEN PO FY2...	101-1003-43465	356.58
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	FINANCE OFFICE OPEN PO FY...	101-1004-43465	296.14
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43465	592.28
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	PARKS DEPT OPEN PO FY25/26	101-1009-43465	246.78
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.04
QUILL CORPORATION	47797184	02/27/2026	COPY PAPER	101-1000-44606	239.15
QUILL CORPORATION	47797184	02/27/2026	COPY PAPER	101-1010-44606	239.15
VERIZON WIRELESS	6136079215	02/27/2026	CITY CLERK OPEN PO FY25/26	101-1001-43775	231.05
VERIZON WIRELESS	6136079215	02/27/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	224.73
VERIZON WIRELESS	6136079215	02/27/2026	FINANCE OPEN PO FY25/26	101-1004-43775	218.67
VERIZON WIRELESS	6136079215	02/27/2026	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	141.92
VERIZON WIRELESS	6136079215	02/27/2026	POLICE DEPT OPEN PO FY25/26	101-1007-43775	1,033.46
VERIZON WIRELESS	6136079215	02/27/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.42
VERIZON WIRELESS	6136079215	02/27/2026	PARKS DEPT OPEN PO FY25/26	101-1009-43775	126.19

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	6136079215	02/27/2026	COMMUNITY DEVELOPEMENT...	101-1010-43775	43.20
VERIZON WIRELESS	6136079215	02/27/2026	STREETS DEPT OPEN PO FY25/...	101-1011-43775	169.05
VERIZON WIRELESS	6136079215	02/27/2026	FACILITIES MAINT OPEN PO F...	101-1014-43775	100.62
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	CITY MANAGER'S OFFICE	101-1003-41226	190.46
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	FINANCE / ADMIN SERVICES	101-1004-41226	499.37
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	ANIMAL SHELTER	101-1006-41226	171.94
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	POLICE DEPT	101-1007-41226	1,358.53
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	ANIMAL CONTROL	101-1008-41226	82.87
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	PARKS & RECREATION	101-1009-41226	177.58
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	STREET DEPT	101-1011-41226	309.00
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	FACILITY MANAGEMENT	101-1014-41226	144.98
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	LIBRARY	101-1016-41226	237.16
WORKQUEST DBA HORIZONS ...	SINV049937	02/27/2026	DOCUMENTS DESTRUCTION &...	101-1004-43999	45.75
WORKQUEST DBA HORIZONS ...	SINV049937	02/27/2026	RENTAL FEE	101-1004-43999	4.94
Fund 101 - General Total:					169,560.68

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	02012026	02/13/2026	HOLDING OF PRISONERS FY25...	201-1903-48710	3,080.00
Fund 201 - Corrections Total:					3,080.00

Fund: 209 - Fire

XEROX CORP OLD	025052842	02/13/2026	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
T OR C HARDWARE INC	184772/6	02/13/2026	OPEN PO DRAWDOWN FOR FD.	209-1603-47405	117.74
DOCUMENT SOLUTION INC	402871	02/13/2026	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	3.98
TESTONS FREEWAY CHEVRON	6739	02/13/2026	OPEN PO FOR GAS/FUEL FY 25...	209-1603-43316	124.28
WINDSTREAM CORPORATION	100377628 2/16/26	02/20/2026	FIRE DEPT OPEN PO FY25/26	209-1603-43775	144.88
AMAZON CAPITAL SERVICES I...	1N3L-LKMD-3K3Y	02/20/2026	REFRIGERATOR FOR FIRE DEPT.	209-1603-44613	2,279.04
AMAZON CAPITAL SERVICES I...	1PDN-VPN7-6KKK	02/20/2026	GS PE6V12 6V 12AH EMERGE...	209-1603-43999	351.82
LYNNS LANDSCAPE	3113	02/20/2026	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
MARLIN LEASING CORPORATI...	41627898	02/20/2026	FIRE DEPT OPEN PO FY25/26	209-1603-43465	246.78
DOCUMENT SOLUTION INC	407043	02/27/2026	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	3.95
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	FIRE DEPT OPEN PO FY25/26	209-1603-43465	246.78
VERIZON WIRELESS	6136079215	02/27/2026	FIRE DEPT OPEN PO FY25/26	209-1603-43775	123.25
Fund 209 - Fire Total:					4,419.74

Fund: 211 - Law Enforce Prot

GALLS PARENT HOLDINGS LLC...	033777452	02/06/2026	SHIPPING	211-2003-44573	12.99
GALLS PARENT HOLDINGS LLC...	033777452	02/06/2026	COLD WEATHER SHIRT FOR O...	211-2003-44573	120.00
KAUFMANS WEST LLC	20427L	02/06/2026	BODY ARMOR FOR OFFICERS	211-2003-44615	8,111.20
PRO FORCE LAW ENFORCEME...	593994	02/06/2026	AMMUNITION	211-2003-80810	1,328.01
GALLS PARENT HOLDINGS LLC...	033887809	02/13/2026	UNIFORM SHIRTS FOR OFFICER	211-2003-44573	80.00
GALLS PARENT HOLDINGS LLC...	033887809	02/13/2026	SHIPPING	211-2003-44573	5.00
AMAZON CAPITAL SERVICES I...	1GQW-YYR3-6Y7C	02/13/2026	CHAIRS FOR POLICE DEPARTM...	211-2003-44607	511.92
SOUTHWEST TRAINING CONS...	2025224	02/13/2026	FTO TRAINING FOR SGT CARR...	211-2003-42535	250.00
AMAZON CAPITAL SERVICES I...	17P9-1GH9-64VT	02/20/2026	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	37.62
AMAZON CAPITAL SERVICES I...	1GGM-4CWN-4N6H	02/20/2026	CHAIRS FOR POLICE DEPARTM...	211-2003-44607	1,013.54
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	LODGING FOR TASER INSTRUC...	211-2003-42535	388.84
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	CORE SESSION III LODGING - L...	211-2003-42535	548.37
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	NMACP MEETING/ MUNICIPAL...	211-2003-42535	225.00
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	TASER ENERGY WEAPON INST...	211-2003-42535	1,939.91
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	LODGING SRO COURSE	211-2003-42535	172.81
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	UNIFORM ITEMS FOR OFFICER	211-2003-44573	167.98
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	BASKETWEAVE DUTY BELT FO...	211-2003-44573	169.95
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	TAXES	211-2003-44607	21.78
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	DEPARTMENT STICKERS FOR ...	211-2003-44607	250.00
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	SHIPPING	211-2003-44607	9.95
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	GPS DEVICES	211-2003-44607	1,673.81
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	TASER BATTERIES	211-2003-44607	1,744.00
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	SHIPPING	211-2003-44615	21.19

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	FOOTWEAR FOR OFFICER	211-2003-44615	252.98
GOLDEN WEST INDUSTIRAL S...	2135298	02/27/2026	SPEC/GLV NITRILE BLACK 10 X...	211-2003-44615	249.90
GOLDEN WEST INDUSTIRAL S...	2135298	02/27/2026	COVERALL DISPOSABLE (25/CS...	211-2003-44615	169.90
GOLDEN WEST INDUSTIRAL S...	2135298	02/27/2026	COVERALL DISPOSABLE (25/CS...	211-2003-44615	169.90
GOLDEN WEST INDUSTIRAL S...	2135298	02/27/2026	FREIGHT ADDED WHEN SHIPP...	211-2003-44615	118.16
GOLDEN WEST INDUSTIRAL S...	2135298	02/27/2026	SAFETY COVERALL (BOOTY) 5...	211-2003-44615	59.99
GOLDEN WEST INDUSTIRAL S...	2135298	02/27/2026	SPEC/GLV NITRILE BLACK 10 X...	211-2003-44615	249.90
GOLDEN WEST INDUSTIRAL S...	2135298	02/27/2026	COVERALL DISPOSABLE (25/CS...	211-2003-44615	169.90
GOLDEN WEST INDUSTIRAL S...	2135298	02/27/2026	COVERALL DISPOSABLE (25/CS...	211-2003-44615	169.90
THE LINE LLC	217261	02/27/2026	OPEN PO FOR GEAR FOR OFFI...	211-2003-44573	67.00
THE LINE LLC	220261	02/27/2026	OPEN PO FOR MISCELLANEOU...	211-2003-44573	12.00
Fund 211 - Law Enforce Prot Total:					20,493.40

Fund: 214 - Lodgers Tax

VETERANS MEMORIAL TRUST ...	1/30/2026	02/06/2026	FY 25/26 VETERANS MEMORI...	214-2560-60725	345.33
VILLAGE HARDWARE	369335/1	02/06/2026	OPEN P.O. FOR FIELD SUPPLIES...	214-2503-44608	500.00
INTEGRATED ENVIRONMENTA...	533	02/06/2026	RENTAL FEE FOR 523 BROAD...	214-2540-60725	1,923.01
NEUMARK IRRIGATION SOLSB...	S6211733.001	02/06/2026	HCC-800-M METAL WALL MO...	214-2503-44608	798.50
NEUMARK IRRIGATION SOLSB...	S6211733.001	02/06/2026	ICM-800 8 STA MODULE HUN...	214-2503-44608	484.91
NEUMARK IRRIGATION SOLSB...	S6211733.001	02/06/2026	ICM-2200 22 STATION EXPANS...	214-2503-44608	324.40
T OR C HARDWARE INC	184461/6	02/13/2026	Golf Course Field Supplies	214-2503-44608	120.97
T OR C HARDWARE INC	184516/6	02/13/2026	Golf Course Field Supplies	214-2503-44608	119.99
T OR C HARDWARE INC	184523/6	02/13/2026	Golf Course Field Supplies	214-2503-44608	56.18
T OR C HARDWARE INC	184538/6	02/13/2026	Golf Course Field Supplies	214-2503-44608	55.62
T OR C HARDWARE INC	184609/6	02/13/2026	Golf Course Field Supplies	214-2503-44608	51.38
T OR C HARDWARE INC	184617/6	02/13/2026	Golf Course Field Supplies	214-2503-44608	43.83
T OR C HARDWARE INC	184729/6	02/13/2026	Golf Course Field Supplies	214-2503-44608	55.05
GERONIMO TRAIL SCENIC BY...	2/11/2026	02/13/2026	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	508.33
SIERRA COUNTY SENTINEL	4694 PIO	02/13/2026	PIO PRINT ADS	214-2540-60725	1,193.21
DESERT GRAPHICS INC	7232	02/13/2026	PUNK GREER ARENA SIGN REP...	214-2540-60725	2,200.00
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	LODGERS TAX	214-2503-41226	55.82
SUNNY 505	004372	02/20/2026	NM GRT	214-2560-60725	59.12
SUNNY 505	004372	02/20/2026	FY 25/26 ADVERTISING CONTI...	214-2560-60725	2,312.13
GERONIMO TRAIL SCENIC BY...	12 - 2/18/2026	02/20/2026	FY 25/26 STATEWIDE BROCH...	214-2560-60725	78.96
RUANNA WALDRUM	13 - 2/18/2026	02/20/2026	FY 25/26 SCRTAB CONTRACT	214-2560-60725	711.87
COMMUNITY SERVICE BANK ...	1/31/2026 - GOLF	02/27/2026	1 -1/2 X 1-1/4 PVC SWING JOI...	214-2503-44608	139.40
MAINSTREET TRUTH OR CONS...	2/23/2026	02/27/2026	FALL FIESTA EVENT	214-2560-60725	7,448.00
VERIZON WIRELESS	6136079215	02/27/2026	PUBLIC INFORMATION OPEN ...	214-2540-43775	61.90
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	LODGERS TAX	214-2503-41226	55.82
Fund 214 - Lodgers Tax Total:					19,703.73

Fund: 216 - Muni Street

SUPERIOR WEED AND PEST C...	022022417	02/06/2026	REMOVAL OF DEAD TREES	216-4503-43550	3,900.00
SOUTHWEST CONSTRUCTION ...	105662	02/06/2026	CUTTING TEETH FOR BLADE	216-4503-47420	224.10
PAVEMENT SEALANTS & SUPP...	26783	02/06/2026	COLD MIX	216-4503-43550	7,293.91
SANCO OIL LLC	1627	02/13/2026	FUEL	216-4503-43316	81.09
SANCO OIL LLC	1633	02/13/2026	FUEL	216-4503-43316	121.97
SANCO OIL LLC	1636	02/13/2026	FUEL	216-4503-43316	78.34
SANCO OIL LLC	1639	02/13/2026	FUEL	216-4503-43316	128.57
SANCO OIL LLC	1650	02/13/2026	FUEL	216-4503-43316	88.20
T OR C HARDWARE INC	184749/6	02/13/2026	STIHL PARTS	216-4503-44607	151.02
SANCO OIL LLC	2024	02/13/2026	FUEL	216-4503-43316	81.40
SANCO OIL LLC	2034	02/13/2026	FUEL	216-4503-43316	109.35
SANCO OIL LLC	2050	02/13/2026	FUEL	216-4503-43316	128.45
SANCO OIL LLC	2053	02/13/2026	FUEL	216-4503-43316	81.45
SANCO OIL LLC	2058	02/13/2026	FUEL	216-4503-43316	104.07
SANCO OIL LLC	2059	02/13/2026	FUEL	216-4503-43316	93.57
SANCO OIL LLC	2060	02/13/2026	FUEL	216-4503-43316	105.56
MARLIN LEASING CORPORATI...	41622204	02/13/2026	STREET DEPT OPEN PO FY25/...	216-4503-43465	204.43
TESTONS FREEWAY CHEVRON	6737	02/13/2026	TESTON FUEL	216-4503-43316	2,489.29
WEX BANK	110330564 ST	02/20/2026	WEX FUEL	216-4503-43316	129.29
UNIFIRST HOLDINGS INC DBA ...	2880316565	02/20/2026	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	69.27

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST HOLDINGS INC DBA ...	2880318609	02/20/2026	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	69.27
UNIFIRST HOLDINGS INC DBA ...	2880320997	02/20/2026	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	69.27
UNIFIRST HOLDINGS INC DBA ...	2880329909	02/20/2026	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	69.27
UNIFIRST HOLDINGS INC DBA ...	2880332650	02/20/2026	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	69.27
UNIFIRST HOLDINGS INC DBA ...	2880334761	02/20/2026	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	97.21
UNIFIRST HOLDINGS INC DBA ...	2880336981	02/20/2026	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	64.21
UNIFIRST HOLDINGS INC DBA ...	2880339182	02/20/2026	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	280.51
BARTOO SAND & GRAVEL INC	M60808	02/20/2026	HOT MIX	216-4503-43550	10,458.55
STREETS BANK OF AMERICA	1/31/2026 - ST	02/27/2026	61st PAVING & TRANSPORTAT...	216-4503-42310	357.75
ASSOCIATED CONTRACTORS ...	46424	02/27/2026	TRAFFIC TRAINING	216-4503-42720	405.00
Fund 216 - Muni Street Total:					27,603.64

Fund: 294 - State Library

DELL TECHNOLOGIES	10860270861	02/06/2026	DELL PRO 24 ALL-IN-ONE PLUS...	294-5003-60835	3,495.02
DELL TECHNOLOGIES	10860270861	02/06/2026	DELL PRO 24 ALL-IN-ONE (35...	294-5003-60835	972.22
DOCUMENT SOLUTION INC	402871	02/13/2026	LIBRARY SHARP OVERAGE OP...	294-5003-60834	0.50
MARLIN LEASING CORPORATI...	41627898	02/20/2026	LIBRARY OPEN PO FY25/26	294-5003-60834	320.82
DOCUMENT SOLUTION INC	407043	02/27/2026	LIBRARY SHARP OVERAGE OP...	294-5003-60834	34.77
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	LIBRARY OPEN PO FY25/26	294-5003-60834	320.82
VERIZON WIRELESS	6136079215	02/27/2026	LIBRARY OPEN PO FY25/26	294-5003-60834	118.29
Fund 294 - State Library Total:					5,262.44

Fund: 295 - Muni Pool

JR AQUATIC SERVICES LLC	564	02/06/2026	LABOR	295-4803-43403	125.00
JR AQUATIC SERVICES LLC	564	02/06/2026	TRAVEL CHARGE	295-4803-43403	250.00
DUNN-EDWARDS CORPORATI...	070063	02/13/2026	ULTRASHIELD PEN SLR PART B	295-4803-43403	176.96
DUNN-EDWARDS CORPORATI...	070063	02/13/2026	ULTRASHIELD PEN SLR PRIMER	295-4803-43403	353.92
DUNN-EDWARDS CORPORATI...	070063	02/13/2026	MONOBOND CLEAR PRIMER ...	295-4803-43403	679.90
DUNN-EDWARDS CORPORATI...	070063	02/13/2026	ULTRASHIELD GL PART B	295-4803-43403	1,021.80
DUNN-EDWARDS CORPORATI...	070063	02/13/2026	ULTRASHIELD GL U BASE	295-4803-43403	1,246.68
DUNN-EDWARDS CORPORATI...	070063	02/13/2026	DEX - COAT WHITE TEXT TINT ...	295-4803-43403	1,319.76
DUNN-EDWARDS CORPORATI...	070063	02/13/2026	INSTAPATCH 1GAL KIT	295-4803-43403	1,200.00
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	POOL	295-4803-41226	42.67
MARLIN LEASING CORPORATI...	41627898	02/20/2026	POOL OPEN PO FY25/26	295-4803-43465	49.36
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	POOL OPEN PO FY25/26	295-4803-43465	49.36
VERIZON WIRELESS	6136079215	02/27/2026	POOL OPEN PO FY25/26	295-4803-43775	68.43
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	POOL	295-4803-41226	42.67
Fund 295 - Muni Pool Total:					6,626.51

Fund: 296 - PD GRT

KAUFMANS WEST LLC	20448L	02/06/2026	BALLISTIC VESTS FOR OFFICERS	296-2403-44615	1,548.00
PUBLIC SAFETY PSYCHOLOGIC...	075-040	02/13/2026	CERTIFICATION BY WAIVER PS...	296-2403-48598	350.00
PUBLIC SAFETY PSYCHOLOGIC...	075-040	02/13/2026	TAX (LABOR)	296-2403-48598	23.41
KAUFMANS WEST LLC	20475L	02/13/2026	BALLISTIC VESTS FOR OFFICERS	296-2403-44615	1,548.00
WORKMED OCCUPATIONAL H...	EM011293	02/13/2026	MEDICAL EVALUATION FOR C...	296-2403-48598	600.48
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	FINGERPRINTS FOR OFFICER F...	296-2403-48598	23.00
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	TAX	296-2403-48598	140.18
Fund 296 - PD GRT Total:					4,233.07

Fund: 298 - PD Donations

POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	DARE WORKBOOKS FOR DARE...	298-2106-45607	195.00
POLICE DEPARTMENT BANK O...	1/31/2026 - PD	02/27/2026	SHIPPING	298-2106-45607	25.00
Fund 298 - PD Donations Total:					220.00

Fund: 299 - SPECIAL REVENUE FUNDS

ARENAS VALLEY ANIMAL CLIN...	107723	02/06/2026	BEST FRIENDS MEDICAL FUND	299-7051-48710	140.89
ARENAS VALLEY ANIMAL CLIN...	108414	02/06/2026	GETTING ANIMALS FIXED	299-7067-48598	822.57
AMAZON CAPITAL SERVICES I...	137H-TDJ9-6HYC1	02/20/2026	SHIPPING	299-7067-48598	9.99
AMAZON CAPITAL SERVICES I...	137H-TDJ9-6HYC1	02/20/2026	FERAL CAT TRAPS	299-7067-48598	2,185.00
Fund 299 - SPECIAL REVENUE FUNDS Total:					3,158.45

Fund: 303 - Vet Wall

WINDSTREAM CORPORATION	100550724 2/16/26	02/20/2026	VETERANS WALL OPEN PO FY...	303-4703-43775	300.09
Fund 303 - Vet Wall Total:					300.09

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 312 - R&R Airport					
D&H UNITED FUELING SOLUT...	1093213	02/06/2026	QTPOD AXIOM TO NOXA CON...	312-7066-47415	4,286.05
Fund 312 - R&R Airport Total:					4,286.05
Fund: 314 - CDBG					
WILSON & COMPANY INC ENG...	146471	02/13/2026	CDBG WATER METER REPLAC...	314-8603-48598	2,499.59
Fund 314 - CDBG Total:					2,499.59
Fund: 315 - CI Reserve					
HIGHLAND ENTERPRISES INC	2	02/06/2026	CITY CASH MATCH	315-8010-45600	57,829.84
WILSON & COMPANY INC ENG...	146472	02/13/2026	SYSTEM REDUNDANCY & HYD...	315-7027-48598	87,648.96
Fund 315 - CI Reserve Total:					145,478.80
Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY INC ENG...	146475	02/13/2026	ADDITIONAL CONSTRUCTION ...	360-7044-80860	19,597.56
WILSON & COMPANY INC ENG...	146475	02/13/2026	TAX (LABOR)	360-7044-80860	1,641.30
J & H SERVICES INC	1 - 2/3/2026	02/20/2026	SHOVEL READY WA SYSTEM I...	360-7044-45600	54,000.00
J & H SERVICES INC	1 - 2/3/2026	02/20/2026	SHOVEL READY WA SYSTEM I...	360-7044-80860	476,775.23
Fund 360 - NMFA PROJECTS Total:					552,014.09
Fund: 380 - OTHER STATE FUNDED PROJECTS					
PLUMA LLC	2 R-1	02/06/2026	FY23 GRANT AGREEMENT 419...	380-7054-80860	297,252.69
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					297,252.69
Fund: 403 - Pledge State DEBT SERVICE					
NEW MEXICO FINANCE AUTH...	2/6/2026	02/06/2026	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	2/6/2026	02/06/2026	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.73
NEW MEXICO FINANCE AUTH...	2/6/2026	02/06/2026	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,438.95
NEW MEXICO FINANCE AUTH...	2/6/2026	02/06/2026	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,572.83
NEW MEXICO FINANCE AUTH...	2/6/2026	02/06/2026	NMFA DW-4794 MONTHLY D...	403-1203-90925	125.00
NEW MEXICO FINANCE AUTH...	2/6/2026	02/06/2026	NMFA PPRF-6467 GO BOND 2...	403-2024-12924	8,525.60
NEW MEXICO FINANCE AUTH...	2/6/2026	02/06/2026	NMFA PPRF-6072 GO BOND 2...	403-2303-12923	5,287.05
BANK OF THE SOUTHWEST	2001240285 - 1/29/2026	02/06/2026	INTEREST PAYMENTS WISPI 2...	403-1203-90910	2,632.46
BANK OF THE SOUTHWEST	2/24/2026	02/27/2026	INCREASED AMOUNT APPROV...	403-1203-90910	5,276.50
Fund 403 - Pledge State DEBT SERVICE Total:					48,147.70
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
STAPLES CONTRACT & COMM...	6048278695	12/11/2025	OFFICE SUPPLIES	502-3601-44606	334.83
XEROX CORP OLD	025052841	02/13/2026	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	347.07
DOCUMENT SOLUTION INC	402871	02/13/2026	UTILITY OFFICE SHARP OVERA...	502-3601-43465	29.88
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	UTILITY OFFICE	502-3601-41226	256.63
MARLIN LEASING CORPORATI...	41627898	02/20/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43465	394.86
TESTONS FREEWAY CHEVRON	6736	02/20/2026	UTILITY OFFICE FUEL OPEN PO...	502-3601-43316	59.94
DOCUMENT SOLUTION INC	407043	02/27/2026	UTILITY OFFICE SHARP OVERA...	502-3601-43465	29.40
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43465	394.86
STAPLES CONTRACT & COMM...	6055947464	02/27/2026	Pilot Gs Pens	502-3601-44606	10.37
STAPLES CONTRACT & COMM...	6055947464	02/27/2026	Kleenex	502-3601-44606	31.89
STAPLES CONTRACT & COMM...	6055947464	02/27/2026	Pental Pens	502-3601-44606	25.24
STAPLES CONTRACT & COMM...	6055947464	02/27/2026	Clorox Wipes	502-3601-44606	55.68
STAPLES CONTRACT & COMM...	6055947464	02/27/2026	Tru Red Copy paper 8.5 X 11	502-3601-44606	157.80
STAPLES CONTRACT & COMM...	6055947464	02/27/2026	Business envelopes blank	502-3601-44606	79.02
STAPLES CONTRACT & COMM...	6055947464	02/27/2026	Pilot Gs pens Black	502-3601-44606	10.35
STAPLES CONTRACT & COMM...	6055947464	02/27/2026	2026 Planner Tony Payment A...	502-3601-44606	9.52
VERIZON WIRELESS	6136079215	02/27/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43775	182.85
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	UTILITY OFFICE	502-3601-41226	256.63
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					2,666.82
Fund: 503 - Electric					
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202511-01	12/11/2025	POWER SERVICES- OPEN PO FY...	503-3702-50795	13,413.29
TRIPLE H SOLAR LLC	0414	02/06/2026	ENGINEERING SERVICES- OPEN...	503-3702-48598	3,840.00
ALLIED ELECTRIC INC	202601-038	02/06/2026	BONDING	503-3702-47415	6,943.49
ALLIED ELECTRIC INC	202601-038	02/06/2026	TAX	503-3702-47415	7,957.22
ALLIED ELECTRIC INC	202601-038	02/06/2026	POLES, CROSS ARMS AND MA...	503-3702-47415	46,488.15
ALLIED ELECTRIC INC	202601-038	02/06/2026	LABOR	503-3702-47415	41,580.00
ZIA UTILITY SERVICES LLC	7018	02/06/2026	FORM 2S AXRE/SD 240 VOLT ...	503-3702-44607	13,224.00

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LANDIS+GYR TECHNOLOGY INC	90425092	02/06/2026	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,860.00
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202601-01	02/06/2026	POWER SERVICES- OPEN PO FY...	503-3702-50795	15,557.72
MARTO ENERGY	1008	02/13/2026	TAX (LABOR)	503-3702-47415	92.13
MARTO ENERGY	1008	02/13/2026	RECHARGE SUBSTATION CIRC...	503-3702-47415	600.00
MARTO ENERGY	1008	02/13/2026	TRIP CHARGE	503-3702-47415	500.00
TRI STATE GENERATION & TR...	1068017	02/13/2026	POWER SERVICE- OPEN PO FY...	503-3702-50795	43,160.86
VILLAGE HARDWARE	369742/1	02/13/2026	CARBURETOR	503-3702-44607	82.99
VILLAGE HARDWARE	369742/1	02/13/2026	LABOR	503-3702-44607	80.00
VILLAGE HARDWARE	369742/1	02/13/2026	LABOR	503-3702-44607	45.00
VILLAGE HARDWARE	369742/1	02/13/2026	26RM3 74 E CHAIN LOOP	503-3702-44607	27.19
VILLAGE HARDWARE	369742/1	02/13/2026	MS 271,291 SERVICE KIT	503-3702-44607	25.99
VILLAGE HARDWARE	369742/1	02/13/2026	GAS& OIL	503-3702-44607	25.00
VILLAGE HARDWARE	369742/1	02/13/2026	MS210,230,250 SERVICE KIT	503-3702-44607	21.99
VILLAGE HARDWARE	369742/1	02/13/2026	KIT	503-3702-44607	20.99
VILLAGE HARDWARE	369742/1	02/13/2026	GAS & OIL	503-3702-44607	20.00
VILLAGE HARDWARE	369742/1	02/13/2026	CHAIN 325 0.63 ROLL 25FT	503-3702-44607	363.98
DOCUMENT SOLUTION INC	402871	02/13/2026	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	10.38
TESTONS FREEWAY CHEVRON	6740	02/13/2026	GAS/DIESEL FUEL PURCHASES-...	503-3702-43316	1,983.63
SIERRA ELECTRIC CO-OP INC	716800 2/6/2026	02/13/2026	POWER SERVICES-OPEN PO FY...	503-3702-50795	284,372.12
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	ELECTRIC DEPT	503-3702-41226	429.36
TRAFFIC SIGNAL CONTROLS I...	10751	02/20/2026	LED15-12RBTXL F 12" REDBALL...	503-3702-44607	90.00
TRAFFIC SIGNAL CONTROLS I...	10751	02/20/2026	LED15-12GBTXL- 12" GREEN B...	503-3702-44607	90.00
TRAFFIC SIGNAL CONTROLS I...	10751	02/20/2026	FREIGHT	503-3702-44607	44.07
MARLIN LEASING CORPORATI...	41627898	02/20/2026	ELECTRIC DEPT OPEN PO FY25...	503-3702-43465	123.40
VERIZON WIRELESS	6135100685	02/20/2026	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	57.57
WESTERN UNITED ELECTRIC	6164939	02/20/2026	AK 350 NTN CONN LUG 350 (4...	503-3702-44607	468.40
WESTERN UNITED ELECTRIC	6164940	02/20/2026	55212P NUT 3/4 SQUARE HEA...	503-3702-44607	35.90
WESTERN UNITED ELECTRIC	6164944	02/20/2026	ANCHOR, DISK ROD, 3/4 IN x 8...	503-3702-44607	2,102.70
WESTERN AREA POWER ADM...	JJPB1798A0126	02/20/2026	BASE DEMAND & BASE ENER...	503-3702-50795	45,209.82
SUPERIOR WEED AND PEST C...	022022428	02/27/2026	TAX (LABOR)	503-3702-47415	89.61
SUPERIOR WEED AND PEST C...	022022428	02/27/2026	OFFICE/YARD	503-3702-47415	590.00
SUPERIOR WEED AND PEST C...	022022428	02/27/2026	POLE YARD	503-3702-47415	480.00
AMAZON CAPITAL SERVICES I...	13XY-HF6T-4V7M	02/27/2026	AMAZON BASICS FILE FOLDERS..	503-3702-44606	16.05
AMAZON CAPITAL SERVICES I...	13XY-HF6T-4V7M	02/27/2026	ZEBRA Z- GRIP BALLPOINT PE...	503-3702-44606	24.80
AMAZON CAPITAL SERVICES I...	13XY-HF6T-4V7M	02/27/2026	HOT HANDS HAND WARMERS ..	503-3702-44615	52.87
NEW MEXICO ONE CALL INC	153015330	02/27/2026	MEMBER DUES	503-3702-43770	50.00
NEW MEXICO ONE CALL INC	153015331	02/27/2026	ANNUAL ALLOCATION- COTO...	503-3702-43770	2,136.00
AMAZON CAPITAL SERVICES I...	1NC4-X1LH-3QMG	02/27/2026	PENDAFLEX EXPANDING ACC...	503-3702-44606	27.09
AMAZON CAPITAL SERVICES I...	1PDN-VPN7-64J3	02/27/2026	IRISH SETTER MENS WORK B...	503-3702-44615	221.95
ALLIED ELECTRIC INC	202601-058	02/27/2026	TAX	503-3702-47415	7,375.71
ALLIED ELECTRIC INC	202601-058	02/27/2026	LABOR	503-3702-47415	41,580.00
ALLIED ELECTRIC INC	202601-058	02/27/2026	POLES, CROSS ARMS AND MA...	503-3702-47415	46,488.15
ALLIED ELECTRIC INC	202601-082	02/27/2026	SUPERINTENDENT,REGULAR H...	503-3702-47415	4,950.00
ALLIED ELECTRIC INC	202601-082	02/27/2026	LABORER, REGULAR HOURS ...	503-3702-47415	2,925.00
ALLIED ELECTRIC INC	202601-082	02/27/2026	JOURNEYMAN OR EXPERIENC...	503-3702-47415	4,725.00
ALLIED ELECTRIC INC	202601-082	02/27/2026	TAX (LABOR)	503-3702-47415	1,055.25
DOCUMENT SOLUTION INC	407043	02/27/2026	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	10.71
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	ELECTRIC DEPT OPEN PO FY25...	503-3702-43465	123.40
VERIZON WIRELESS	6136079215	02/27/2026	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	202.26
WESTERN UNITED ELECTRIC	6165928	02/27/2026	5358 ANCHOR ROD 3/4 X 8'	503-3702-44607	498.00
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	ELECTRIC DEPT	503-3702-41226	429.36
Fund 503 - Electric Total:					644,998.55

Fund: 504 - Water

JESSE COLE	13126	02/06/2026	JESSE COLE CONTRACT FOR ...	504-3803-48598	2,468.24
UNIFIRST HOLDINGS INC DBA ...	2880334764	02/06/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
UNIFIRST HOLDINGS INC DBA ...	2880339585	02/06/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	41.53
MARIO GONZALES	NI260064	02/06/2026	WATER METER TESTING	504-3803-47421	32.51
PVS DX INC	RE7007714825	02/12/2026	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
T OR C HARDWARE INC	184412/6	02/13/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	13.98
T OR C HARDWARE INC	184444/6	02/13/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	9.49

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T OR C HARDWARE INC	184539/6	02/13/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	8.05
T OR C HARDWARE INC	184546/6	02/13/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	15.63
T OR C HARDWARE INC	184561/6	02/13/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	5.87
T OR C HARDWARE INC	184718/6	02/13/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	2.89
T OR C HARDWARE INC	184719/6	02/13/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	0.50
T OR C HARDWARE INC	184721/6	02/13/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	2.89
T OR C HARDWARE INC	1894663/6	02/13/2026	T OR C HARDWARE OPEN PO ...	504-3803-44607	9.48
SANCO OIL LLC	2033	02/13/2026	OPEN PO FY 25-26 FOR FUEL...	504-3803-43316	60.48
UNIFIRST HOLDINGS INC DBA ...	2880341528	02/13/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	40.03
SMITHCO CONSTRUCTION INC	595-24-024	02/13/2026	Relocation of Fire Hydrant	504-3803-47415	3,374.03
SMITHCO CONSTRUCTION INC	595-24-024	02/13/2026	TAX (LABOR)	504-3803-47415	282.58
NM WATER & WASTEWATER ...	COLLISTER ANTHONY NMWW...	02/13/2026	ANTHONY COLLISTER MEMBE...	504-3803-43770	78.00
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	WATER DEPT	504-3803-41226	337.78
WEX BANK	110330564 WA	02/20/2026	WATER - OPEN PO 25/26 FUEL	504-3803-43316	1,714.77
MARLIN LEASING CORPORATI...	41627898	02/20/2026	WATER DEPT OPEN PO FY25/...	504-3803-43465	49.36
BAKER UTILITY SUPPLY CORP	INV340843	02/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	1,539.40
BAKER UTILITY SUPPLY CORP	INV340844	02/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	3,820.00
BAKER UTILITY SUPPLY CORP	INV341017	02/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	5,124.00
BAKER UTILITY SUPPLY CORP	INV341075	02/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	56.60
BAKER UTILITY SUPPLY CORP	INV341170	02/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	448.10
BAKER UTILITY SUPPLY CORP	INV341171	02/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	3,628.00
BAKER UTILITY SUPPLY CORP	INV341450	02/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	1,284.00
BAKER UTILITY SUPPLY CORP	INV341454	02/20/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	3,376.50
TAXATION AND REVENUE	02/24/2026	02/27/2026	WATER CONSERVATION FEE FY...	504-3803-43797	889.55
AMAZON CAPITAL SERVICES I...	14XC-DVWC-4NLH	02/27/2026	VAC TRAILER SUPPLIES	504-3803-47421	13.94
AMAZON CAPITAL SERVICES I...	17ND-GTMQ-H7KR	02/27/2026	W WW OFFICE SUPPLIES	504-3803-44606	64.26
AMAZON CAPITAL SERVICES I...	1HNP-RKDD-1VX1	02/27/2026	W WW OFFICE SUPPLIES	504-3803-44606	107.49
AMAZON CAPITAL SERVICES I...	1QVD-RPQV-4W1R	02/27/2026	STORAGE BOXES	504-3803-44606	19.99
AMAZON CAPITAL SERVICES I...	1QVD-RPQV-4W1R	02/27/2026	5-PACK USB	504-3803-44606	13.99
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	WATER DEPT OPEN PO FY25/...	504-3803-43465	49.36
SMITHCO CONSTRUCTION INC	595-24-025	02/27/2026	TAX (LABOR)	504-3803-47415	202.01
SMITHCO CONSTRUCTION INC	595-24-025	02/27/2026	Relocation of Fire Hydrant	504-3803-47415	2,412.03
VERIZON WIRELESS	6136079215	02/27/2026	WATER DEPT OPEN PO FY25/...	504-3803-43775	247.91
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	WATER DEPT	504-3803-41226	337.78
Fund 504 - Water Total:					32,323.03

Fund: 505 - Solid Waste

PARKHILL SMITH & COOPER	04675225.00-1	02/06/2026	ENVIRONMENTAL LANDFILL ...	505-3904-48599	9,228.66
PARKHILL SMITH & COOPER	04675225.00-2	02/06/2026	ENVIRONMENTAL LANDFILL ...	505-3904-48599	12,304.88
AMAZON CAPITAL SERVICES I...	17VC-N7JX-JPDH	02/13/2026	MADDLY HIGH VIS HOODIE-LG	505-3904-44615	47.80
AMAZON CAPITAL SERVICES I...	17VC-N7JX-JPDH	02/13/2026	MADDLY HIGH VIS HOODIE- ...	505-3904-44615	45.99
AMAZON CAPITAL SERVICES I...	17VC-N7JX-JPDH	02/13/2026	MADDLY HIGH VIS HOODIE-X...	505-3904-44615	97.42
T OR C HARDWARE INC	184433/6	02/13/2026	DISCOUNT	505-3904-44607	-5.45
T OR C HARDWARE INC	184433/6	02/13/2026	1256569- 2 IN 1 PUSHBROOM	505-3904-44607	53.98
T OR C HARDWARE INC	184433/6	02/13/2026	7637101-SFCONTRACTOR 3/4"	505-3904-44607	54.99
AMAZON CAPITAL SERVICES I...	1XFR-94YM-4QLN	02/13/2026	MADDLY HIGH VIS HOODIE-X...	505-3904-44615	197.88
AMAZON CAPITAL SERVICES I...	1XFR-94YM-4QLN	02/13/2026	MADDLY HIGH VIS ZIP/LG	505-3904-44615	48.12
AMAZON CAPITAL SERVICES I...	1XFR-94YM-4QLN	02/13/2026	MADDLY HIGH VIS HOODIE-LG	505-3904-44615	47.22
SIERRA AUTO PARTS LLC	343130	02/13/2026	FN7 75180 SPRAY GUN 3/8 FN...	505-3904-44607	47.39
DOCUMENT SOLUTION INC	402871	02/13/2026	SANITATION DEPTSHARP OVE...	505-3904-43465	43.50
ALFRED M CANDELARIA	4645	02/13/2026	INSTAL PARTS	505-3904-47420	212.50
ALFRED M CANDELARIA	4645	02/13/2026	TAX (LABOR)	505-3904-47420	39.16
ALFRED M CANDELARIA	4645	02/13/2026	PAINT TAILGATE	505-3904-47420	265.79
SIERRA AUTO PARTS LLC	82987	02/13/2026	XAI 147A/ 147CF ACETYLENE	505-3904-44607	130.00
SIERRA AUTO PARTS LLC	82987	02/13/2026	XAI 244C/ OXYGEN	505-3904-44607	50.00
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	SOLID WASTE DEPT	505-3904-41226	627.00
AUTOZONE STORES LLC	02529426954	02/20/2026	SP-DEF SHOP PRO DEF	505-3904-44607	215.76
AUTOZONE STORES LLC	02529426954	02/20/2026	693860 10005-30 LUCAS RDT...	505-3904-44607	267.00
WEX BANK	110330564 TR	02/20/2026	WEX- DIESEL & GASOLINE	505-3904-43316	4,164.02
MARLIN LEASING CORPORATI...	41627898	02/20/2026	SOLID WASTE OPEN PO FY25/...	505-3904-43465	123.40
APEX TECHNOLOGIES LLC	10006632	02/27/2026	CAMERAS SD CARD/LABOR TAX	505-3904-43403	3,010.00

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOCUMENT SOLUTION INC	407043	02/27/2026	SANITATION DEPTSHARP OVE...	505-3904-43465	56.27
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	SOLID WASTE OPEN PO FY25/...	505-3904-43465	123.40
VERIZON WIRELESS	6136079215	02/27/2026	SANITATION OPEN PO FY25/26	505-3904-43775	137.97
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	SOLID WASTE DEPT	505-3904-41226	627.00
Fund 505 - Solid Waste Total:					32,261.65

Fund: 506 - WWTP

JESSE COLE	13126	02/06/2026	JESSE COLE CONTRACT FOR ...	506-4005-48598	2,468.24
UNIFIRST HOLDINGS INC DBA ...	2880334764	02/06/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04
UNIFIRST HOLDINGS INC DBA ...	2880339585	02/06/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	41.54
AIRVAC INC	INV90354429	02/06/2026	VAC STATION SUPPLIES	506-4005-47420	6,001.10
T OR C HARDWARE INC	184412/6	02/13/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	13.98
T OR C HARDWARE INC	184444/6	02/13/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	9.50
T OR C HARDWARE INC	184539/6	02/13/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	8.04
T OR C HARDWARE INC	184546/6	02/13/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	15.63
T OR C HARDWARE INC	184561/6	02/13/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	5.86
T OR C HARDWARE INC	184718/6	02/13/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	2.90
T OR C HARDWARE INC	184719/6	02/13/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	0.50
T OR C HARDWARE INC	184721/6	02/13/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	2.90
T OR C HARDWARE INC	1894663/6	02/13/2026	T OR C HARDWARE OPEN PO ...	506-4005-44607	9.48
UNIFIRST HOLDINGS INC DBA ...	2880341528	02/13/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	40.04
DOCUMENT SOLUTION INC	402871	02/13/2026	WASTE WATER DEPT SHARP ...	506-4005-43465	221.96
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	WASTE WATER DEPT	506-4005-41226	166.87
WEX BANK	110330564 WW	02/20/2026	WW FUEL OPEN PO FY25/26	506-4005-43316	637.55
MARLIN LEASING CORPORATI...	41627898	02/20/2026	WASTE WATER OPEN PO FY25...	506-4005-43465	246.78
AMAZON CAPITAL SERVICES I...	14XC-DVWC-4NLH	02/27/2026	VAC TRAILER SUPPLIES	506-4005-47420	13.94
AMAZON CAPITAL SERVICES I...	17ND-GTMQ-H7KR	02/27/2026	W WW OFFICE SUPPLIES	506-4005-44606	64.26
AMAZON CAPITAL SERVICES I...	1HNP-RKDD-1VX1	02/27/2026	W WW OFFICE SUPPLIES	506-4005-44606	107.48
AMAZON CAPITAL SERVICES I...	1QVD-RPQV-4W1R	02/27/2026	5-PACK USB	506-4005-44606	14.00
AMAZON CAPITAL SERVICES I...	1QVD-RPQV-4W1R	02/27/2026	STORAGE BOXES	506-4005-44606	20.00
VILLAGE OF WILLIAMSBURG	2/24/2026	02/27/2026	SEWER RECEIPTS FY 2025 - 20...	506-4005-48798	3,361.12
POLYDYNE INC	2004409	02/27/2026	CLARIFLOC C-6266 450 LB DR...	506-4005-44605	1,935.00
CORTEZ GAS COMPANY	267749	02/27/2026	WW- PROPANE GAS FOR OFFI...	506-4005-43316	280.91
DOCUMENT SOLUTION INC	407043	02/27/2026	WASTE WATER DEPT SHARP ...	506-4005-43465	303.19
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	WASTE WATER OPEN PO FY25...	506-4005-43465	246.78
VERIZON WIRELESS	6136079215	02/27/2026	WASTE WATER DEPT OPEN PO...	506-4005-43775	362.10
EUROFINS ENVIRONMENTAL ...	8850032106	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	134.53
EUROFINS ENVIRONMENTAL ...	8850032595	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	80.72
EUROFINS ENVIRONMENTAL ...	8850032614	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	613.46
EUROFINS ENVIRONMENTAL ...	8850032713	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	667.28
EUROFINS ENVIRONMENTAL ...	8850032894	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	134.53
EUROFINS ENVIRONMENTAL ...	8850033088	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	602.70
EUROFINS ENVIRONMENTAL ...	8850033163	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	134.53
EUROFINS ENVIRONMENTAL ...	8850033270	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	613.46
EUROFINS ENVIRONMENTAL ...	8850033643	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	134.53
EUROFINS ENVIRONMENTAL ...	8850033940	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	134.53
EUROFINS ENVIRONMENTAL ...	8850033956	02/27/2026	WEEKLY TESTING FOR WASTE...	506-4005-44605	613.46
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	WASTE WATER DEPT	506-4005-41226	168.84
Fund 506 - WWTP Total:					20,674.26

Fund: 508 - Golf Course

DOCUMENT SOLUTION INC	402871	02/13/2026	GOLF COURSE SHARP OVERA...	508-4303-43465	14.53
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	GOLF COURSE	508-4303-41226	85.87
MARLIN LEASING CORPORATI...	41627898	02/20/2026	GOLF COURSE OPEN PO FY25/...	508-4303-43465	246.78
DOCUMENT SOLUTION INC	407043	02/27/2026	GOLF COURSE SHARP OVERA...	508-4303-43465	33.37
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	GOLF COURSE OPEN PO FY25/...	508-4303-43465	246.78
VERIZON WIRELESS	6136079215	02/27/2026	GOLF COURSE OPEN PO FY25/...	508-4303-43775	63.91
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	GOLF COURSE	508-4303-41226	85.87
Fund 508 - Golf Course Total:					777.11

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEM...	001133	02/06/2026	MONTHLY MANAGEMENT AG...	509-4403-48598	20,214.37
----------------------------	--------	------------	--------------------------	----------------	-----------

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDSTREAM CORPORATION	101112924 2/6/26	02/20/2026	AIRPORT OPEN PO FY25/26	509-4403-43775	455.98
MARLIN LEASING CORPORATI...	41627898	02/20/2026	AIRPORT OPEN PO FY25/26	509-4403-43465	49.36
APEX TECHNOLOGIES LLC	10006633	02/27/2026	TAX (LABOR)	509-4403-43403	30.57
APEX TECHNOLOGIES LLC	10006633	02/27/2026	TRIP CHARGE	509-4403-43403	115.00
APEX TECHNOLOGIES LLC	10006633	02/27/2026	TROUBLE SHOOT SECURITY C...	509-4403-43403	250.00
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	AIRPORT OPEN PO FY25/26	509-4403-43465	49.36
VERIZON WIRELESS	6136079215	02/27/2026	AIRPORT OPEN PO FY25/26	509-4403-43775	109.08
Fund 509 - Muni Airport Total:					21,273.72
Fund: 600 - Internal Serv					
D&H UNITED FUELING SOLUT...	1080774	02/06/2026	FUEL METER CERTIFIED INSTA...	600-7003-47420	1,792.59
JOSE LUIS SIMENTAL SR	20338	02/06/2026	TPMS DIAG MACHINE, OF WR...	600-7003-44606	1,650.00
OREILLY AUTO PARTS INC	2162-206504	02/06/2026	PARTS AND SUPPLIES	600-7003-47420	239.34
BORDER RECAPING LLC	26-0331712-003	02/06/2026	OPEN PO FOR BORDER TIRE	600-7003-44626	6,012.65
BORDER RECAPING LLC	26-0332351-003	02/06/2026	OPEN PO FOR BORDER TIRE	600-7003-44626	113.60
UNIFIRST HOLDINGS INC DBA ...	2880332649	02/06/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	52.87
UNIFIRST HOLDINGS INC DBA ...	2880334756	02/06/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	54.22
UNIFIRST HOLDINGS INC DBA ...	2880336978	02/06/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	54.22
UNIFIRST HOLDINGS INC DBA ...	2880339181	02/06/2026	UNIFORMS FOR SERVICE CEN...	600-7003-42620	52.87
R J BORDER INTERNATIONAL LP	R400037340.01	02/06/2026	AIRBAG INSTALL & PROGRA...	600-7003-47420	889.38
R J BORDER INTERNATIONAL LP	R400037340.01	02/06/2026	EXTRA PARTS	600-7003-47420	271.92
R J BORDER INTERNATIONAL LP	X400134854.01	02/06/2026	SHIPPING	600-7003-47420	65.00
R J BORDER INTERNATIONAL LP	X400134854.01	02/06/2026	HYDRO MOTOR REPLACEMENT	600-7003-47420	2,112.98
SIERRA AUTO PARTS LLC	342991	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	53.42
SIERRA AUTO PARTS LLC	342992	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	21.19
SIERRA AUTO PARTS LLC	342993	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	84.33
SIERRA AUTO PARTS LLC	343029	02/13/2026	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	119.76
SIERRA AUTO PARTS LLC	343052	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	21.19
SIERRA AUTO PARTS LLC	343135	02/13/2026	FOR TOOLS AND SHOP SUPPLI...	600-7003-44607	99.81
SIERRA AUTO PARTS LLC	343153	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	55.91
SIERRA AUTO PARTS LLC	343155	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	67.77
SIERRA AUTO PARTS LLC	343165	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	10.22
SIERRA AUTO PARTS LLC	343256	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	39.64
SIERRA AUTO PARTS LLC	343262	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	4.65
SIERRA AUTO PARTS LLC	343272	02/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	120.47
SIERRA AUTO PARTS LLC	343290	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	21.19
SIERRA AUTO PARTS LLC	343291	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	158.86
SIERRA AUTO PARTS LLC	343292	02/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	25.29
SIERRA AUTO PARTS LLC	343311	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	100.60
SIERRA AUTO PARTS LLC	343326	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	21.19
SIERRA AUTO PARTS LLC	343339	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	18.59
SIERRA AUTO PARTS LLC	343374	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	339.11
SIERRA AUTO PARTS LLC	343387	02/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	171.18
SIERRA AUTO PARTS LLC	343516	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	13.92
SIERRA AUTO PARTS LLC	343538	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	91.44
SIERRA AUTO PARTS LLC	343545	02/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	9.01
SIERRA AUTO PARTS LLC	343587	02/13/2026	FEILD SUPPLIES AND BULK ST...	600-7003-44607	17.27
SIERRA AUTO PARTS LLC	343604	02/13/2026	OPEN PO FOR DECEMBER 202...	600-7003-44607	77.32
DOCUMENT SOLUTION INC	402871	02/13/2026	SERVICE CENTER SHARP OVER...	600-7003-43465	12.78
NM RETIREE HEALTH CARE	PPE 2026-02-06	02/13/2026	FLEET SERVICE CENTER	600-7003-41226	211.96
WEX BANK	110330564 FLT	02/20/2026	FUEL FOR SERVICE CENTER VE...	600-7003-43316	557.41
AMAZON CAPITAL SERVICES I...	1N3L-LKMD-3WHV	02/20/2026	BUMP CAMPS (10)	600-7003-44615	54.80
AMAZON CAPITAL SERVICES I...	1RLR-HXLD-L4CK	02/20/2026	TIRE PRESSURE MONITORING ...	600-7003-44607	223.00
MARLIN LEASING CORPORATI...	41627898	02/20/2026	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.04
R J BORDER INTERNATIONAL LP	X400135465.01	02/20/2026	HYDRAULIC OIL 55 GALLONS	600-7003-44607	1,597.80
R J BORDER INTERNATIONAL LP	X400135465.02	02/20/2026	HYDRAULIC OIL 55 GALLONS	600-7003-44607	1,597.80
R J BORDER INTERNATIONAL LP	X400135816.01	02/20/2026	SHIPPING	600-7003-47420	50.00
R J BORDER INTERNATIONAL LP	X400135816.01	02/20/2026	MULTI FUNCTION HEAD UNIT	600-7003-47420	1,516.02
DOCUMENT SOLUTION INC	407043	02/27/2026	SERVICE CENTER SHARP OVER...	600-7003-43465	39.38
MARLIN LEASING CORPORATI...	471-1883894-1 0325	02/27/2026	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.04
VERIZON WIRELESS	6136079215	02/27/2026	SERVICE CENTER OPEN PO FY...	600-7003-43775	227.10

AP EOM REPORT FEBRUARY 2026

Payment Dates: 2/1/2026 - 2/28/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2026-02-20	02/27/2026	FLEET SERVICE CENTER	600-7003-41226	204.45
R J BORDER INTERNATIONAL LP X400133982.01		02/27/2026	THERMOSTAT & EXCHANGER ...	600-7003-47420	387.47
R J BORDER INTERNATIONAL LP X400133982.01		02/27/2026	SHIPPING	600-7003-47420	85.00
				Fund 600 - Internal Serv Total:	22,038.02
				Grand Total:	2,091,353.83

Report Summary**Fund Summary**

Fund	Payment Amount
101 - General	169,560.68
201 - Corrections	3,080.00
209 - Fire	4,419.74
211 - Law Enforce Prot	20,493.40
214 - Lodgers Tax	19,703.73
216 - Muni Street	27,603.64
294 - State Library	5,262.44
295 - Muni Pool	6,626.51
296 - PD GRT	4,233.07
298 - PD Donatlons	220.00
299 - SPECIAL REVENUE FUNDS	3,158.45
303 - Vet Wall	300.09
312 - R&R Airport	4,286.05
314 - CDBG	2,499.59
315 - CI Reserve	145,478.80
360 - NMFA PROJECTS	552,014.09
380 - OTHER STATE FUNDED PROJECTS	297,252.69
403 - Pledge State DEBT SERVICE	48,147.70
502 - UTILITY OFFICE-UTILITY BILLING	2,666.82
503 - Electric	644,998.55
504 - Water	32,323.03
505 - Solid Waste	32,261.65
506 - WWTP	20,674.26
508 - Golf Course	777.11
509 - Muni Airport	21,273.72
600 - Internal Serv	22,038.02
Grand Total:	2,091,353.83

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42310	PER DIEM-GOVERNING ...	2,617.95
101-1000-42720	EMPLOYEE TRAINING-G...	750.00
101-1000-43597	ATTORNEY FEES-GOVER...	4,439.98
101-1000-43598	PROFESSIONAL SERV-G...	1,619.06
101-1000-44606	OFFICE SUPPLIES-GOVE...	270.14
101-1001-41226	RETIREE INSURANCE	352.76
101-1001-43465	RENT OF EQUIPMENT	798.63
101-1001-43740	PRINTING/PUBLISHING	141.58
101-1001-43775	TELEPHONE	231.05
101-1001-48599	OTHER CONTRACTUAL S...	4,500.00
101-1003-41226	RETIREE INSURANCE	380.92
101-1003-42310	PER DIEM-OFF CITY MA...	200.54
101-1003-42720	EMPLOYEE TRAINING-OF...	150.00
101-1003-43316	FUEL	193.44
101-1003-43465	RENT OF EQUIPMENT	1,707.11
101-1003-43770	SUBSCRIPTION & DUES	213.30
101-1003-43775	TELEPHONE	322.80
101-1003-44606	OFFICE SUPPLIES	100.64
101-1004-41226	RETIREE INSURANCE	998.74
101-1004-42310	PER DIEM-ADMIN OFFIC...	1,806.46
101-1004-43465	RENT OF EQUIPMENT	1,210.40
101-1004-43740	PRINTING/PUBLISHING	552.71
101-1004-43775	TELEPHONE	218.67
101-1004-43999	OPERATING COSTS	50.69
101-1004-48599	OTHER CONTRACTUAL S...	729.09
101-1006-41226	RETIREE INSURANCE	343.88
101-1006-42620	UNIFORMS LINEN-ANIM...	92.69

Account Summary

Account Number	Account Name	Payment Amount
101-1006-43316	FUEL	59.91
101-1006-43775	TELEPHONE	141.92
101-1006-43815	SOFTWARE LIC/SOFTWA...	3,250.00
101-1006-44606	OFFICE SUPPLIES	89.99
101-1006-44607	FIELD SUPPLIES	533.66
101-1006-48598	PROFESSIONAL SERVICES	430.30
101-1007-41226	RETIREE INSURANCE	2,719.86
101-1007-43316	FUEL	6,619.36
101-1007-43465	RENT OF EQUIPMENT	1,425.04
101-1007-43770	SUBSCRIPTION & DUES	40.00
101-1007-43775	TELEPHONE	1,227.06
101-1007-44606	OFFICE SUPPLIES	330.33
101-1008-41226	RETIREE INSURANCE	165.74
101-1008-43316	FUEL	202.39
101-1008-43740	PRINTING/PUBLISHING	325.13
101-1008-43775	TELEPHONE	214.30
101-1008-43815	SOFTWARE LIC/SOFTWA...	3,250.00
101-1008-44607	FIELD SUPP-CODE ENF/...	207.95
101-1009-41226	RETIREE INSURANCE	345.37
101-1009-42620	UNIFORMS/LINEN-MUNI...	388.88
101-1009-43316	FUEL	792.28
101-1009-43465	RENT OF EQUIPMENT	1,605.21
101-1009-43775	TELEPHONE	126.19
101-1009-44607	FIELD SUPPLIES-MUNI R...	4,380.36
101-1009-47415	MAINTENANCE--REPAIRS..	4,738.94
101-1010-41226	RETIREE INSURANCE	205.34
101-1010-43740	PRINTING/PUBLISHING	156.01
101-1010-43770	SUBSCRIPTION & DUES	2,887.86
101-1010-43775	TELEPHONE	43.20
101-1010-44606	OFFICE SUPPLIES	393.27
101-1011-41226	RETIREE INSURANCE	612.23
101-1011-43775	TELEPHONE	169.05
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	FUEL	105.83
101-1014-41226	RETIREE INSURANCE	326.78
101-1014-43316	FUEL	369.45
101-1014-43403	REGULAR BUILDING MA...	1,263.66
101-1014-43465	RENT OF EQUIPMENT	180.00
101-1014-43775	TELEPHONE	100.62
101-1014-44607	FIELD SUPPLIES-FACILITY...	1,834.87
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	474.32
101-1018-43780	UTILITIES	100,651.37
101-1099-34348	RENT OF PUBLIC FACILIT...	975.00
201-1903-48710	CARE OF PRISONERS-SIE...	3,080.00
209-1603-43316	FUEL	124.28
209-1603-43465	RENT OF EQUIPMENT	753.11
209-1603-43775	TELEPHONE	268.13
209-1603-43999	OPERATING COSTS	351.82
209-1603-44613	NON-CAPITAL ITEMS	2,279.04
209-1603-47405	MAINTENANCE-BUILDIN...	117.74
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
211-2003-42535	EMPLOYEE TRAINING	3,524.93
211-2003-44573	UNIFORM & EQUIPMENT	672.54
211-2003-44607	FIELD SUPPLIES	5,225.00
211-2003-44615	SAFETY EQUIPMENT	9,742.92
211-2003-80810	OTHER CAPITAL EQUIPM...	1,328.01
214-2503-41226	RETIREE INSURANCE	111.64

Account Summary

Account Number	Account Name	Payment Amount
214-2503-44608	FIELD SUPPLIES - GOLF ...	2,750.23
214-2540-43775	TELEPHONE	61.90
214-2540-60725	CITY PORTION SUB-RECI..	5,824.55
214-2560-60725	MARKETING SUB-RECIPI...	10,955.41
216-4503-42310	PER DIEM-STREET MAIN...	357.75
216-4503-42620	UNIFORM LINEN-MUNI ...	788.28
216-4503-42720	EMPLOYEE TRAINING-M...	405.00
216-4503-43316	FUEL	3,820.60
216-4503-43465	RENT OF EQUIPMENT	204.43
216-4503-43550	ROADWAY MAINTENAN...	21,652.46
216-4503-44607	FIELD SUPPLIES-STREETS	151.02
216-4503-47420	MAINT.VEHICLE/FURN/...	224.10
294-5003-60834	STATE LIBRARY GRANT-S...	795.20
294-5003-60835	LIBRARY STATE GRANT I...	4,467.24
295-4803-41226	RETIREE INSURANCE	85.34
295-4803-43403	REGULAR BUILDING MA...	6,374.02
295-4803-43465	RENT OF EQUIPMENT	98.72
295-4803-43775	TELEPHONE	68.43
296-2403-44615	SAFETY EQUIPMENT	3,096.00
296-2403-48598	PROFESSIONAL SERVICES	1,137.07
298-2106-45607	DARE PROGRAM EXPEN...	220.00
299-7051-48710	Professional Serv -BFAS ...	140.89
299-7067-48598	Professional Serv-NM VE...	3,017.56
303-4703-43775	TELEPHONE	300.09
312-7066-47415	Maint GROUNDS & ROA...	4,286.05
314-8603-48598	Professional Serv/Contra...	2,499.59
315-7027-48598	ProfServ/Con- B-23-CP-...	87,648.96
315-8010-45600	ENTITY MATCH	57,829.84
360-7044-45600	ENTITY MATCH	54,000.00
360-7044-80860	INFRASTRUCTURE	498,014.09
380-7054-80860	INFRASTRUCTURE -419-...	297,252.69
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	7,908.96
403-1203-90925	COMMITMENTS & OTH...	125.00
403-2024-12924	PPRF-6467 GO BOND SER..	8,525.60
403-2303-12923	PPRF-6072 GO BOND SER..	5,287.05
502-3601-41226	RETIREE INSURANCE	513.26
502-3601-43316	FUEL	59.94
502-3601-43465	RENT OF EQUIPMENT	1,196.07
502-3601-43775	TELEPHONE	182.85
502-3601-44606	OFFICE SUPPLIES	714.70
503-3702-41226	RETIREE INSURANCE	858.72
503-3702-43316	FUEL	1,983.63
503-3702-43465	RENT OF EQUIPMENT	267.89
503-3702-43770	SUBSCRIPTION & DUES	4,046.00
503-3702-43775	TELEPHONE	259.83
503-3702-44606	OFFICE SUPPLIES	67.94
503-3702-44607	FIELD SUPPLIES	17,266.20
503-3702-44615	SAFETY EQUIPMENT	274.82
503-3702-47415	MAINTENANCE--REPAIRS..	214,419.71
503-3702-48598	PROFESSIONAL SERVICES	3,840.00
503-3702-50795	WHOLESALE POWER CO...	401,713.81
504-3803-41226	RETIREE INSURANCE	675.56
504-3803-42620	UNIFORM/LINEN-WATER..	121.59
504-3803-43316	FUEL	1,775.25

Account Summary

Account Number	Account Name	Payment Amount
504-3803-43465	RENT OF EQUIPMENT	98.72
504-3803-43770	SUBSCRIPTION/DUES	78.00
504-3803-43775	TELEPHONE	247.91
504-3803-43797	WATER CONSERVATION...	889.55
504-3803-44605	CHEMICALS/LABORATO...	100.00
504-3803-44606	OFFICE SUPPLIES	205.73
504-3803-44607	FIELD SUPPLIES-WATER ...	19,345.38
504-3803-47415	MAINTENANCE--REPAIRS..	6,270.65
504-3803-47421	MAINTENANCE EQUIPM...	46.45
504-3803-48598	PROFESSIONAL SERVICES	2,468.24
505-3904-41226	RETIREE INSURANCE	1,254.00
505-3904-43316	FUEL	4,164.02
505-3904-43403	REGULAR BUILDING MA...	3,010.00
505-3904-43465	RENT OF EQUIPMENT	346.57
505-3904-43775	TELEPHONE	137.97
505-3904-44607	FIELD SUPPLIES-SOLID ...	813.67
505-3904-44615	SAFETY EQUIPMENT	484.43
505-3904-47420	MAINTENANCE-VEHICLE...	517.45
505-3904-48599	OTHER CONTRACTUAL S...	21,533.54
506-4005-41226	RETIREE INSURANCE	335.71
506-4005-42620	UNIFORM/LINEN-WAST...	121.62
506-4005-43316	FUEL	918.46
506-4005-43465	RENT OF EQUIPMENT	1,018.71
506-4005-43775	TELEPHONE	362.10
506-4005-44605	CHEMICALS/LABORATO...	5,798.73
506-4005-44606	OFFICE SUPPLIES	205.74
506-4005-44607	FIELD SUPPLIES-WASTE...	68.79
506-4005-47420	MAINTENANCE-VEHICLE...	6,015.04
506-4005-48598	PROFESSIONAL SERVICES	2,468.24
506-4005-48798	VILLAGE OF WILLIAMSB...	3,361.12
508-4303-41226	RETIREE INSURANCE	171.74
508-4303-43465	RENT OF EQUIPMENT	541.46
508-4303-43775	TELEPHONE	63.91
509-4403-43403	REGULAR BUILDING MA...	395.57
509-4403-43465	RENT OF EQUIPMENT	98.72
509-4403-43775	TELEPHONE	565.06
509-4403-48598	PROFESSIONAL SERVICES	20,214.37
600-7003-41226	RETIREE INSURANCE	416.41
600-7003-42620	UNIFORMS/LINEN	214.18
600-7003-43316	FUEL	557.41
600-7003-43465	RENT OF EQUIPMENT	200.24
600-7003-43775	TELEPHONE	227.10
600-7003-44606	OFFICE SUPPLIES	1,650.00
600-7003-44607	FIELD SUPPLIES	5,181.93
600-7003-44615	SAFETY EQUIPMENT	54.80
600-7003-44626	VEHICLE TIRES	6,126.25
600-7003-47420	MAINTENANCE-VEHICLE...	7,409.70
Grand Total:		2,091,353.83

Project Account Summary

Project Account Key	Payment Amount
None	2,091,353.83
Grand Total:	2,091,353.83

Accounts Payable Transfer Sheet - 2025 - 2026 FY
Post Date Ending: 2/6, 2/13, 2/20, 2/27

Fund	Fund Description	Fund Totals					GRAND TOTAL TRANSFERS	Fund Numbers
		2/6/2026	2/13/2026	2/13/2026	2/20/2026	2/27/2026		
101	General	\$10,667.13		\$13,376.30	\$71,813.86	\$73,703.39	\$169,560.68	101
201	Local Government Corrections			\$3,080.00			\$3,080.00	201
209	State Fire			\$497.62	\$3,548.14	\$373.98	\$4,419.74	209
211	Law Enforcement Protection	\$9,572.20		\$846.92	\$1,051.16	\$9,023.12	\$20,493.40	211
214	Lodger's Tax	\$4,376.15		\$4,460.38	\$3,162.08	\$7,705.12	\$19,703.73	214
216	Street Renovation	\$11,418.01		\$4,046.76	\$11,376.12	\$762.75	\$27,603.64	216
217	Municipal Recreation						\$0.00	217
260	Fiscal Recovery Funds						\$0.00	260
294	State Library	\$4,467.24		\$0.50	\$320.82	\$473.88	\$5,262.44	294
295	Municipal Pool	\$375.00		\$6,041.69	\$49.36	\$160.46	\$6,626.51	295
296	PD-GRT Fund	\$1,548.00		\$2,521.89		\$163.18	\$4,233.07	296
298	PD-Donations					\$220.00	\$220.00	298
299	Special Revenue Funds	\$963.46			\$2,194.99		\$3,158.45	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	Capital 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	\$4,286.05					\$4,286.05	312
313	R&R-Water						\$0.00	313
314	CDBG - Grant			\$2,499.59			\$2,499.59	314
315	CI Reserve- Non Capital Equipment	\$57,829.84		\$87,648.96			\$145,478.80	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						\$0.00	340
360	NMFA Projects			\$21,238.86	\$530,775.23		\$552,014.09	360
370	Water Trust Board Projects						\$0.00	370
380	Community Development	\$297,252.69					\$297,252.69	380
403	Pledge State Tax	\$42,871.20				\$5,276.50	\$48,147.70	403
501	Cemetery						\$0.00	501
502	Utility Office		\$334.83	\$633.58	\$454.80	\$1,243.61	\$2,666.82	502
503	Electric Dept	\$137,450.58	\$13,413.29	\$331,861.61	\$48,221.86	\$114,051.21	\$644,998.55	503
504	Water Dept	\$2,582.31		\$4,341.68	\$21,040.73	\$4,358.31	\$32,323.03	504
505	Solid Waste	\$21,533.54		\$2,003.29	\$4,770.18	\$3,954.64	\$32,261.65	505
506	WasteWater	\$8,550.92		\$497.66	\$884.33	\$10,741.35	\$20,674.26	506
508	Golf Course			\$100.40	\$246.78	\$429.93	\$777.11	508
509	Municipal Airport	\$20,214.37			\$505.34	\$554.01	\$21,273.72	509
600	Internal Service Fund	\$13,361.64		\$1,988.07	\$5,670.87	\$1,017.44	\$22,038.02	600
	Grand Total-Accounts Payable	\$649,320.33	\$13,748.12	\$487,685.76	\$706,386.74	\$234,212.88	\$2,091,353.83	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: F.4

SUBJECT: Take Home Vehicle Form: Parks Department

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 6, 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 Jacob Bachicha in the Parks & Recreation Department. His commute is 10 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 3-11-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: G.1

SUBJECT: 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

DEPARTMENT: Community Development

DATE SUBMITTED: March 3, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: City Manager, Gary Whitehead

Summary/Background:

City Commission approved submission of an application at their meeting on 11-1-2025. Application has been accepted and approved. NMFA requires commission approval by Resolution for execution of the Loan Agreement and supporting documentation.

Recommendation:

Approve Resolution 42 25/26 and Authorize Mayor and/or City Manager to execute and submit Loan and Intercept Agreement and all applicable documents.

Attachments:

- NMFA Resolution, Loan Agreement and Supporting Documents
-

Fiscal Impact (Finance): Yes

Reference Resolution and Loan Agreement Documents

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-11-26

\$200,000
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY
PUBLIC PROJECT REVOLVING FUND LOAN
Loan No. PPRF-6997

Closing Date: April 24, 2026

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 01 25/26 adopted July 9, 2025
2. Loan Resolution No. 42 25/26, adopted March 11, 2026, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in *Sierra County Sentinel*
3. Loan Agreement
4. Intercept Agreement
5. General and No Litigation Certificate
6. Arbitrage and Tax Certificate with Form 8038-G and evidence of filing and Finance Authority Tax Representations Certificate
7. Delivery, Deposit and Cross-Receipt Certificate
8. Pledged Revenue Certificate
9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
10. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences, New Mexico
New Mexico Finance Authority
BOKF, NA
Sutin, Thayer & Browne A Professional Corporation

STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY

The City Commission (the "Governing Body") of the City of Truth or Consequences, New Mexico, met in a regular session in full conformity with law and the rules and regulations of the Governing Body at the City Commission Chambers 405 W. 3rd St., Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the regular meeting held on March 11, 2026, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the City Clerk a copy of a proposed resolution in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
RESOLUTION NO. 42 25/26

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$200,000 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE PURCHASE OF A STREET SWEEPER FOR THE CITY OF TRUTH OR CONSEQUENCES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM A ONE-QUARTER OF ONE PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX REVENUES IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AS AMENDED, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF MUNICIPAL GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

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

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12 for municipality, NMSA 1978, as amended, Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the Mayor, Mayor Pro Tem, Finance Director and City Clerk.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Completion Date" means the date of final payment of the cost of the Project.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

"Expenses" means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

"Finance Authority" means the New Mexico Finance Authority.

"Finance Authority Debt Service Account" means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

"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 Governmental Unit as its fiscal year.

"Governing Body" means the City Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means the City of Truth or Consequences, New Mexico.

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

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“NMSA” means the New Mexico Statutes Annotated, 1978, as amended and supplemented.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” means revenues of the Governmental Unit received pursuant to the Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to this Resolution and described on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in Exhibit “A” to the Loan Agreement.

“Resolution” means this Resolution No. 42 25/26 adopted by the Governing Body on March 11, 2026 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

“Tax Ordinance” means the Governmental Unit Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax of the gross receipts of all persons engaging in business within the Governmental Unit. Pursuant to Laws 2019, Chapter 274, Section 16, the Municipal Gross Receipts Tax is no longer identifiable as the first increment of Municipal Gross Receipts Tax and instead comprises one-quarter of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, as amended of two and one-half percent (2.50%), which is pledged to the Loan Agreement Payments.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

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

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-19D-9, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, which imposes a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

J. Pursuant to Section 7-1-6.12, NMSA 1978, as amended, the Government unit receives Pledged Revenues from the Distributing State Agency.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$200,000 plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; or (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$200,000, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on November 1, 2026 at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officers shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a

pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account, each in connection with the Loan. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal and interest due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such

account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds, or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

City of Truth or Consequences, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 42 25/26, duly adopted and approved by the Governing Body of the City of Truth or Consequences, New Mexico, on March 11, 2026. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the City Clerk, 505 Sims St., Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
RESOLUTION NO. 42 25/26

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$200,000 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE PURCHASE OF A STREET SWEEPER FOR THE CITY OF TRUTH OR CONSEQUENCES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM A ONE-QUARTER OF ONE PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX REVENUES IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AS AMENDED, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF MUNICIPAL GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY

OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 11TH DAY OF MARCH, 2026.

CITY OF TRUTH OR CONSEQUENCES, NEW
MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

Commissioner _____ then moved adoption of the foregoing Resolution, duly seconded by Commissioner _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ () members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

CITY OF TRUTH OR CONSEQUENCES, NEW
MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

EXHIBIT "A"
Meeting Agenda
of the March 11, 2026
City Commission Meeting
(See attached)

STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY

I, Angela Torres, the duly qualified and acting City Clerk of the City of Truth or Consequences, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the City of Truth or Consequences, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at 405 W. 3rd St., Truth or Consequences, New Mexico 87901, on March 11, 2026, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of April, 2026.

CITY OF TRUTH OR CONSEQUENCES, NEW
MEXICO

By _____
Angela Torres, City Clerk

[SEAL]

7636868

\$200,000

LOAN AGREEMENT

dated

April 24, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY

and

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA, as trustee under an Indenture, as defined in Article I of this Loan Agreement.

LOAN AGREEMENT

THIS LOAN AGREEMENT dated April 24, 2026 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of purchasing a street sweeper as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Governmental Unit is authorized by the Act to impose by ordinance a Municipal Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978, as amended; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

WHEREAS, the Municipal Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the as the first increment of Municipal Gross Receipts Tax, and instead comprises one-quarter of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under NMSA 1978, Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%), which is pledged to the Loan; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Governmental Unit is a disadvantaged qualified entity within the meaning of Article II, Section D(3) of the Finance Authority's Amended Rules and Regulations Governing the Public Project Revolving Fund Program; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement including the foregoing recitals, unless the context clearly requires otherwise.

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Resolution.

“Additional Payment Obligations” mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

“Aggregate Annual Debt Service Requirement” means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means, in the case of the Governmental Unit, the Mayor, Mayor Pro Tem, Finance Director and City Clerk, and, in the case of the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Blended Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Bond Counsel” means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer’s Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Expenses” means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

“Finance Authority Debt Service Account” means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

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

“Governing Body” means the duly organized City Commission of the Governmental Unit, and any successor governing body of the Governmental Unit.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

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

“Intercept Agreement” means the Intercept Agreement dated April 24, 2026, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan” means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

“Loan Agreement” means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Balance” means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Principal Amount” means the original principal amount of this Loan Agreement as shown on the Term Sheet.

“Loan Agreement Term” means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Parity Obligations” means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer’s short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, as amended, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means revenues of the Governmental Unit received pursuant to the Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to the Resolution and described on the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit “B” hereto.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of this Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project(s) described on the Term Sheet.

“Resolution” means the Governmental Unit Resolution No. 42 25/26 adopted by the Governing Body on March 11, 2026 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

“Tax Ordinance” means the Governmental Unit Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts

Tax of the gross receipts of all persons engaging in business within the Governmental Unit. Pursuant to Laws 2019, Chapter 274, Section 16, the Municipal Gross Receipts Tax is no longer identifiable as the first increment of Municipal Gross Receipts Tax and instead comprises one-quarter of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, as amended of two and one-half percent (2.50%), which is pledged to the Loan Agreement Payments.

“Term Sheet” means Exhibit “A” attached hereto.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed the Trustee by the Finance Authority.

“Unassigned Rights” means the rights of the Finance Authority to receive payment of the administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time

to time, the Governmental Unit is authorized by the Act to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of acquiring and completing the purchase of a street sweeper. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 7-19D-9, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of 4.401 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is at least four (4) years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed

from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Tax Ordinance and the Resolution, shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. Prior to entering into additional indebtedness to be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.5 hereof and shall seek the written consent of the Finance Authority, such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by a subordinate lien on the Pledged Revenues or a lien on any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, 125% of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan

Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code.

(x) Pledged Revenues Covenants The Governing Body has duly adopted the Tax Ordinance imposing a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement. Based upon the Finance Authority's findings that:

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is \$29,142, which is less than eighty percent (80%) of the State median household income of \$62,136.

(ii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule,

regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property, and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement, or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

ARTICLE V
LOAN TO THE GOVERNMENTAL UNIT;
PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such account being held by the Trustee, and; (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues, the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account shall be expended and used by the Finance

Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. (A) Monthly, beginning on the first day of the second month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is November 1, 2026), and (B) on the first day of each month thereafter, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";

(ii) Principal Payments. (A) Monthly, beginning on the first day of the second month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Principal Component (which is May 1, 2027), and (B) on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B".

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing 125% of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) With prior written notice to the Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding

bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on said account shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

Section 6.1 Agreement to Acquire the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to acquire the Project. The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of the Project. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as

an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year, does not exceed \$10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Government Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX INDEMNIFICATION

From and to the extent of the Pledged Revenues, to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above,

or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian

(including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 505 Sims Street, Truth or Consequences, New Mexico 87901, Attention: City Manager; if to the Finance Authority, New Mexico Finance Authority, 810 W. San Mateo Road, Santa Fe, New Mexico 87505, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on January 22, 2026, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS
OF THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By _____
Eduardo A. Duffy

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By _____
Mark Chaiken, General Counsel

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

[SEAL]

By _____
Rolf Hechler, Mayor

ATTEST:

By _____
Angela Torres, City Clerk

7636864

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. PPRF-6997

Governmental Unit:	City of Truth or Consequences, New Mexico
Project Description:	Acquisition of street sweeper for use by the Governmental Unit
Loan Agreement Principal Amount:	\$200,000
Disadvantaged Funding Amount:	\$150,000
Pledged Revenues:	The revenues of the Tax Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a Municipal Gross Receipts Tax in the amount of one-quarter of one percent (0.25%) of the gross receipts of all persons engaging in business within the Governmental Unit. The Tax Ordinance originally imposed what was known as the first increment of Municipal Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, §16, the Municipal Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the first increment and instead comprises one-quarter of one percent (0.25%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9 of two and one-half percent (2.50%).
Coverage Ratio:	125%
Distributing State Agency:	State of New Mexico Taxation and Revenue Department
Currently Outstanding Parity Obligations:	NMFA PPRF-1850, NMFA PPRF-5198
Additional Parity Bonds Test:	125%
Authorizing Legislation:	Resolution No. 42 25/26 adopted on March 11, 2026
Closing Date:	April 24, 2026
Blended Interest Rate:	0.320372%
Program Account Deposit:	\$200,000

Finance Authority Debt Service
Account Deposit:

\$0

First Interest Payment Date: November 1, 2026

First Principal Payment Date: May 1, 2027

Final Payment Date: May 1, 2031

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS
THE FINANCE AUTHORITY APPROVES A LONGER PERIOD IN WRITING

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$200,000 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

You are hereby authorized to disburse from the Program Account – City of Truth or Consequences, New Mexico (2026 Street Sweeper Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PPRF-6997

CLOSING DATE: April 24, 2026

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT:

\$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Truth or Consequences, New Mexico (2026 Equipment Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Truth or Consequences, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Truth or Consequences, New Mexico, shall, and understands its obligation to, complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer of Borrower

Title: _____
Print Name and Title

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: \$200,000 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
PPRF@nmfa.net

Rich Wood
Senior Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-6997

CLOSING DATE: April 24, 2026

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer of Borrower

Title: _____
Print Name and Title

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into April 24, 2026, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the acquisition of a street sweeper for use by the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 3-31-1 through 3-31-12, NMSA 1978, as amended (collectively, the "Act"), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow \$200,000 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 7-1-6.15, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax Revenues (the "Pledged Revenues") from the State Taxation and Revenue Department (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$200,000 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule")

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from distributions of the Pledged Revenues pursuant to Sections 7-19D-9, NMSA 1978, as amended, to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. 42 25/26, passed and adopted on March 11, 2026 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed

separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in June, 2026.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By _____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By _____
Angela Torres, City Clerk

Acknowledged:

By _____
Taxation and Revenue Department

Date _____

EXHIBIT "A"

INTERCEPT SCHEDULE

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Payment Dates	Pledged Revenues	Amount
Monthly, beginning:		
June 2026 – April 2027	The distribution of the revenues of the Tax Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a Municipal Gross Receipts Tax in the amount of one-quarter of one percent (0.25%) of the gross receipts of all persons engaging in business within the Governmental Unit. The Tax Ordinance originally imposed what was known as the first increment of Municipal Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, §16, the Municipal Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the first increment and instead comprises one-quarter of one percent (0.25%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9 of two and one-half percent (2.50%).	\$1,200.45
May 2027 – April 2028		\$1,100.40
May 2028 – April 2029		\$1,100.45
May 2029 – April 2030		\$1,100.42
May 2030 – April 2031		\$12,500.00

7636863

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ☐
1 Issuer's name City of Truth or Consequences, New Mexico		2 Issuer's employer identification number (EIN) 85-6000144
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 505 Sims Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Truth or Consequences, New Mexico 87901		7 Date of issue 04/24/2026
8 Name of issue New Mexico Finance Authority 2026 Street Sweeper Loan (PPRF-6997)		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 200,000
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a	☐
b If bonds are BANs, check only box 19b	☐
20 If bonds are in the form of a lease or installment sale, check box	☐

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/31	\$ 200,000	\$ 200,000	4.401 years	.3212 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22			
23	Issue price of entire issue (enter amount from line 21, column (b))	23			200,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)	29			200,000
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ **Rolf Hechler, Mayor**
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name Eduardo A. Duffy	Preparer's signature _____	Date _____	Check ☐ if self-employed	PTIN P03340307
Firm's name ► Sutin, Thayer & Browne A Professional Corporation			Firm's EIN ► 85-0225124	
Firm's address ► 6100 Uptown Blvd, NE, Suite 400, Albuquerque, NM 87110			Phone no. 505-883-2500	

EXHIBIT "B"

NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$200,000 Loan Agreement dated April 24, 2026 (the "Loan") from the New Mexico Finance Authority (the "Finance Authority") to the City of Truth or Consequences, New Mexico (the "Governmental Unit");

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$200,000, without accrued interest. The Finance Authority is not acting as an Underwriter with respect to the Loan. The Finance Authority has no present intention to sell, reoffer, or otherwise dispose of the Loan (or any portion of the Loan or any interest in the Loan). The Finance Authority has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Loan and the Finance Authority has not agreed with the Governmental Unit pursuant to a written agreement to sell the Loan to persons other than the Finance Authority, therefore the "issue price" of the Loan is \$200,000.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 0.321237 %.

3. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 4.401 years.

4. The undersigned understands that the statements made herein will be relied upon by the Governmental Unit in its effort to complete the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G), required to be filed for the Loan pursuant to the Internal Revenue Code of 1986, as amended, and with regard to establishing facts and circumstances relied on by the Governmental Unit and bond counsel in connection with the execution and delivery of the Loan and the exclusion of interest on the Loan from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Dated this April 24, 2026.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel, Chief Executive Officer

7636865

5. There is no reason within our knowledge, after due inquiry with respect thereto, why the Governmental Unit may not enter into the Loan Agreement and the Intercept Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement and Intercept Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement or the Intercept Agreement that constitutes a default or an event of default under either the Loan Agreement, the Intercept Agreement or the Resolution, and no event of default and no default under the Loan Agreement, the Intercept Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement and the Intercept Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution, the Loan Agreement and the Intercept Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or the Intercept Agreement or to any of the actions required to be taken by the Resolution, the Loan Agreement or the Intercept Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. None of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:

A. The Governmental Unit's adoption of the Resolution; or

B. Any action contemplated by or pursuant to the Resolution, the Loan Agreement, or the Intercept Agreement.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. To the best of our knowledge and belief, after due inquiry with respect thereto, none of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement except as set forth in the Term Sheet attached as Exhibit "A" to the Loan Agreement.

15. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and in the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed

or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge and belief, neither the Mayor, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held in the City Commission Chambers, 405 W. 3rd St., Truth or Consequences, New Mexico 87901, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 01 25/26, as adopted and approved by the Governing Body on July 9, 2025, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 01 25/26 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 01 25/26.

22. The *Sierra County Sentinel* is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit.

23. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed the coverage requirement of 125% of the maximum Aggregate Annual Debt Service Requirement.

24. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

25. The Mayor, City Clerk and Finance Director, on the date of the signing of the Loan Agreement and the Intercept Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

26. The Governmental Unit understands that Sutin, Thayer & Browne A Professional Corporation represents the Finance Authority in this Loan and the Governmental Unit has had the opportunity to consult other counsel in connection with the Loan.

27. This Certificate is for the benefit of the Finance Authority.

28. This Certificate may be executed in counterparts.

[Signature page follows]

WITNESS our hands and the seal of the Governmental Unit this 24th day of April, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By _____
Rolf Hechler, Mayor

By _____
Angela Torres, City Clerk

By _____
Jocelyn Holguin, Finance Director

[SEAL]

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 are approved and confirmed.

Jaime F. Rubin, Attorney for the
City of Truth or Consequences, New Mexico

STATE OF NEW MEXICO)
) ss. ARBITRAGE AND TAX
COUNTY OF SIERRA) CERTIFICATE

5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the \$200,000 of Proceeds deposited into the Governmental Unit's Program Account in the Program Fund together with other legally available funds and anticipated earnings from the investment of such Proceeds until they are spent, are expected to be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than \$200,000 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$0 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Loan Agreement.

6. Investment of Proceeds. Except for the investment of the Proceeds (i) in the Program Account established under the Indenture with respect to the Loan Agreement pending the payment of the costs of the Project, and (ii) in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Loan Agreement, there will be no investment of the Proceeds.

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account created with respect to the Loan Agreement. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Loan Agreement, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Finance Authority Debt Service Account for the immediately preceding bond year or one-twelfth (1/12th) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Loan Agreement or pledged therefor, except for the Finance Authority Debt Service Account.

8. No Disposition of Project. The undersigned reasonably expect that no part of the Project acquired with the Proceeds will be sold or otherwise disposed of, in whole or in part, during the term of the Loan Agreement.

9. General Tax Covenant. The Governmental Unit has covenanted in the Loan Agreement that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148(b)) of the Loan Agreement, which use, if it had been reasonably expected on the date hereof, would have caused the Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Loan Agreement to comply throughout the term of the Loan Agreement with the requirements of

Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto.

10. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 2017-13 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

11. No Common Plan of Financing. There are no other obligations which are being issued or sold at substantially the same time as the Loan Agreement pursuant to a common plan of financing with the Loan Agreement and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Loan Agreement.

12. No Federal Guarantees. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.

13. Information Filing. Loan Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-G with respect to the Loan Agreement attached hereto as Exhibit "A" with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-G as shown on the Finance Authority Certificate attached hereto as Exhibit "B".

14. Hedge Bonds. The Loan is not a hedge bond as defined in Section 149 of the Code.

15. No Reimbursement. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

16. No Refunding. Proceeds of the Loan are not being used to refund any other obligation of the Governmental Unit.

17. Economic Life of Project. The weighted average maturity of 4.401 years of the Loan Agreement does not exceed 120% of the reasonably expected economic life of the Project, which is at least four (4) years.

18. Qualified Tax-Exempt Obligations. The Loan Agreement is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Governmental Unit during the current calendar year does not exceed \$10,000,000 and the Governmental Unit will not designate more than \$10,000,000 of "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. For purposes of this Section, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e).

19. Rebate Exception. The Governmental Unit is a governmental unit with general taxing powers, no part of the Loan Agreement is a private activity bond, ninety-five percent (95%) or more of the proceeds are to be used for local governmental activities of the Governmental Unit and, the aggregate face amount of all tax-exempt obligations issued by the Governmental Unit during the current calendar year is not reasonably expected to exceed \$5,000,000. There are no subordinate entities of the Governmental Unit which are authorized to issue tax-exempt obligations. If the Governmental Unit fails to satisfy all of the provisions of this paragraph [19] for any reason, as provided in the Loan Agreement and consistent with the covenants of the Governmental Unit contained therein, any rebate owed to the United States Treasury will be paid in the amounts and at the times provided in Section 148 of the Code.

20. Record Retention. The Governmental Unit will manage and retain records related to the Loan as follows:

A. Records will be retained for the life of the Loan, including any refunding loans related thereto, plus three (3) years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to the Loan and compliance functions;

B. Basic records relating to the Loan transaction, including transcript documents executed in connection with the issuance of the Loan (i.e., the authorizing documents, Form 8038-G, the tax certificate, and any elections made with respect to the Loan, if applicable), any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T;

C. Records pertaining to the use of Loan-financed facilities by public and private sources including copies of management agreements and research agreements;

D. Records pertaining to expenditures of Loan proceeds including requisitions, appraisal and property purchase contracts, account statements, invoices, payment vouchers, and the final allocation of proceeds to expenditures;

E. Records pertaining to all sources of payment or security for the Loan; and

F. Records pertaining to investments including guaranteed investment contract documents under the Treasury Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

[Signature page follows]

This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

Dated: April 24, 2026

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

[SEAL]

By: _____
Rolf Hechler, Mayor

By: _____
Angela Torres, City Clerk

By: _____
Jocelyn Holguin, Finance Director

7636860

STATE OF NEW MEXICO)
) ss. DELIVERY, DEPOSIT AND
COUNTY OF SIERRA) CROSS-RECEIPT CERTIFICATE

Loan No. PPRF-6997

WITNESS our hands this April 24, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

[SEAL]

By _____
Rolf Hechler, Mayor

By _____
Angela Torres, City Clerk

By _____
Jocelyn Holguin, Finance Director

7636861

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the City of Truth or Consequences the Loan Agreement and the Intercept Agreement.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel, Chief Executive Officer

7636861

\$200,000
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)
) ss. PLEDGED REVENUE CERTIFICATE
COUNTY OF SIERRA)

WHEREAS, the City of Truth or Consequences, New Mexico (the "Governmental Unit") pursuant to Resolution No. 18-05/06 adopted on February 28, 2006 (the "2006 Resolution"), executed and delivered a Loan Agreement (the "2006 Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$265,152. The Loan Agreement is payable from a lien on the distribution of Municipal Gross Receipts Tax in the amount of one-quarter of one percent (0.25%) of the gross receipts of all persons engaging in business within the Governmental Unit distributed monthly by the New Mexico State Taxation and Revenue Department (the "Pledged Revenues").

WHEREAS, the Governmental Unit pursuant to Ordinance No. 716 adopted on August 12, 2020 (the "2020 Ordinance"), executed and delivered a Loan Agreement (the "2020 Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$1,124,189. The 2020 Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 42 25/26 adopted on March 11, 2026 (the "2026 Resolution"), intends to execute and deliver on the date hereof its New Mexico Finance Authority Loan Agreement in the aggregate principal amount of \$200,000 for the purpose of purchasing a street sweeper (the "2026 Loan Agreement") payable from the Pledged Revenues, as set forth in the 2026 Loan Agreement;

WHEREAS, Section 5.5, the "Additional Parity Obligations" of the 2020 Loan Agreement provides as follows:

"Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the NMFA Debt Service Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirements coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement."

WHEREAS, the principal and interest on the outstanding 2006 Loan Agreement, outstanding 2020 Loan Agreement and the proposed 2026 Loan Agreement coming due to their last principal payment date are shown on Exhibit A attached hereto.

NOW THEREFORE, the undersigned do hereby certify as follows:

1. We are familiar with the provisions of the 2006 Resolution authorizing the execution and delivery of the 2006 Loan Agreement, 2020 Ordinance authorizing the execution and delivery of the 2020 Loan Agreement and the 2026 Resolution authorizing the execution and delivery of the 2026 Loan Agreement and with the provisions of the 2006 Loan Agreement, the 2020 Loan Agreement and the 2026 Loan Agreement.

2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.

3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding parity lien obligations and no other outstanding obligations are payable from the Pledged Revenues.

4. The Governmental Unit is not, and has not been in default as to making any payments on the 2006 Loan Agreement and the 2020 Loan Agreement, nor under any of the covenants or requirements of the 2006 Loan Agreement or the 2020 Loan Agreement.

5. The 2026 Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues on a parity with the lien of the outstanding 2006 Loan Agreement and the 2020 Loan Agreement.

6. The fiscal year immediately preceding the date of the 2026 Loan Agreement is the period commencing on July 1, 2024 and ending in June, 30, 2025.

7. The Pledged Revenues for the fiscal year ended June 30, 2025 are fairly stated at \$593,726.

8. The combined maximum Aggregate Annual Debt Service Requirements on the 2006 Loan Agreement, the 2020 Loan Agreement and the 2026 Loan Agreement for the parity bond test set out in the preambles of this Certificate occurs in Fiscal Year 2031 and is \$150,000. One hundred twenty five percent (125%) of such amount is \$187,500.

9. The Pledged Revenues of \$593,726 (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the 2026 Loan Agreement were sufficient to pay an amount representing one hundred twenty five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirements of \$187,500 on the 2006 Loan Agreement, 2020 Loan Agreement and the 2026 Loan Agreement.

10. This certificate is for the benefit of each holder from time to time of the 2026 Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the 2026 Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the 2006 Loan Agreement and the 2020 Loan Agreement.

(Signature Page Follows)

WITNESS our hands this 24th day of April, 2026.

CITY OF TRUTH OR CONSEQUENCES, NEW
MEXICO

[SEAL]

By _____
Rolf Hechler, Mayor

By _____
Jocelyn Holguin, Finance Director

EXHIBIT A

DEBT SERVICE COVERAGE TABLE

(ATTACH SPREADSHEET)

April 24, 2026

New Mexico Finance Authority

810 W. San Mateo Road

Santa Fe, New Mexico 87505

City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

\$200,000 New Mexico Finance Authority Loan to the City of
Truth or Consequences, New Mexico (PPRF-6997)

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority (the "Finance Authority") in connection with the \$200,000 Loan Agreement (the "Loan Agreement") between the City of Truth or Consequences, New Mexico (the "Governmental Unit") and the Finance Authority. The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and the Governmental Unit's Resolution No. _____, adopted on March 11, 2026 (the "Resolution"). The Loan Agreement has been executed and delivered to provide funds for the purchase of a street sweeper, as described in the Loan Agreement.

We have examined the Loan Agreement, Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to all questions of fact material to the opinions set forth herein, we have relied upon representations of the Governmental Unit contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

April 24, 2026

Page 2

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution creates a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the the pledge of the net revenues of the Governmental Unit's one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax Revenues.

2. The Loan Agreement is a valid and binding special limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan Agreement is a valid and binding special limited obligation of the Finance Authority, enforceable against the Finance Authority in accordance with its terms and provisions.

4. The Loan Agreement is payable solely from and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan Agreement. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

5. Assuming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), with the covenants of the Governmental Unit regarding the use, expenditure and investment of Loan Agreement proceeds and assuming the accuracy of certain representations of the Finance Authority and the Governmental Unit, interest on the Loan Agreement is excludable from gross income of the owners of the Loan Agreement for purposes of federal income taxation. Failure of the Governmental Unit to comply with its covenants and with the requirements of the Code may cause interest on the Loan Agreement to become includable in gross income for federal income tax purposes retroactive to the date of the Loan Agreement.

6. Interest on the Loan Agreement is excluded from net income of the owners thereof for State of New Mexico income tax purposes.

April 24, 2026

Page 3

7. The Loan Agreement may be pledged as an "Additional Pledged Loan" or as a "Loan" under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and BOKF, NA, as successor trustee (the "Trustee"), or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a pledge notification or supplemental indenture.

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees. Other than as described in this opinion, we have not addressed nor are we opining on the tax consequences to any person of the investment in, or the receipt of interest on, the Loan Agreement.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico and the federal laws of the United States of America. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Code.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

April 24, 2026

Page 4

SUTIN, THAYER & BROWNE

A Professional Corporation

7636870



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: G.2

SUBJECT: Resolution No. 43 25/26 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: March 5, 2026

SUBMITTED BY: Kerin Salcedo, Accounting Officer

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

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

Recommendation:

Approval Resolution No. 43 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 43 25/26

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

Changes in funding as presented on the Department of Finance and Administration Schedule of Budget Adjustments

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 43 25/26 Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 3/11/26



RESOLUTION NO. 43 25/26

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2025-2026.

WHEREAS, the final budget for was approved by the City Commission of the City of Truth or Consequences, New Mexico, pursuant to Chapter 6, Article 76 NMSA 1978; and

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2025-2026; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents was duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED this **11th day of March, 2026**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2025-26 3/11/2026
DFA Resolution Number: 43 Fully Executed Agreements
BAR NUMBER: 13

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE / EXPENDITURE or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	304	304-7072-32314	SJOA-State Grant A24-15393	Revenue	\$ 88,000.00	\$ 1,987	\$ 89,987	SJOA Vehicle Purchase Grant A24-15393 \$88,000 SJOA to pay \$1,987 overage
	304	304-7072-80810	SJOA-Other Cap Vehicle A24-15393	Expense	\$ 88,000.00	\$ 1,987	\$ 89,987	SJOA Vehicle Purchase Grant A24-15393 \$88,000 SJOA to pay \$1,987 overage
2	403	403-1203-90910	Debt Serv- Interest	Expense	\$ 271,176.00	\$ 20,000	\$ 291,176	Increase INTEREST PAYMENTS On Draw Downs WISPI 2 ORDINANCE 769 (1,065,984) BOSW ACCT #0000002001240285 PO#82139
	403	403-1203-39935	Debt Serv- Transfer In	Revenue	\$ 1,083,430.00	\$ 20,000	\$ 1,103,430	Increase INTEREST PAYMENTS On Draw Downs WISPI 2 ORDINANCE 769 (1,065,984) BOSW ACCT #0000002001240285 PO#82139
	315	315-9003-49930	CI Res- Transfer Out	Expense	\$ 28,347,300.00	\$ 20,000	\$ 28,367,300	Increase INTEREST PAYMENTS On Draw Downs WISPI 2 ORDINANCE 769 (1,065,984) BOSW ACCT #0000002001240285 PO#82139
3	301	301-3503-37380	Impact Fees-Misc Rev	Revenue	\$ -	\$ 5,019	\$ 5,019	Extend Sewer Line Morgan St.
		301-3503-80860	Impact Fees-Infrastructure	Expense	\$ 180,703.00	\$ 5,019	\$ 185,722	Extend Sewer Line Morgan St.
4	294	294-5003-60834	Library-State Library Grant	Expense	\$ 10,302.00	\$ 1,830	\$ 12,132	Increase State Library Grant to reflex total expense left for grant
5	101	101-1099-30394	GF-Admin Fee	Revenue	\$ 30,000.00	\$ 147,707	\$ 177,707	1% Admin Fee based on prior year revenues
	503	503-3702-47595	Elec-Admin Fee	Expense	\$ -	\$ 88,075	\$ 88,075	1% Admin Fee based on prior year revenues
	504	504-3803-47595	Wtr-Admin Fee	Expense	\$ -	\$ 17,334	\$ 17,334	1% Admin Fee based on prior year revenues
	505	505-3904-47595	SW-Admin Fee	Expense	\$ -	\$ 27,941	\$ 27,941	1% Admin Fee based on prior year revenues
	506	506-4005-47595	WW-Admin Fee	Expense	\$ -	\$ 14,357	\$ 14,357	1% Admin Fee based on prior year revenues
6	101	101-1000-43598	Gov-Prof. Serv	Expense	\$ 15,000.00	\$ 5,000	\$ 20,000	Increase to cover Lobbyist Contract for rest of year
		101-1003-43465	CM-Rent of Equip	Expense	\$ 5,000.00	\$ 15,000	\$ 20,000	Increase to cover for copy machine and copies for rest of year
							\$ -	

Angela A. Torres, City Clerk

(Date)

Rolf Hechler, Mayor

(Date)



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: G.3

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

DEPARTMENT: Community Development

DATE SUBMITTED: February 4, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Annual Certifications and Commitments required by CDBG as part of the application and funding process. This resolution ensures compliance with the following federal regulations: Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation Assistance, Section 3, and Procurement

Recommendation:

Approve Resolution 44 25/26

Attachments:

- Resolution 44 25/26
-

Fiscal Impact (Finance): N/A

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. 44 25/26 Ordinance No. -

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 3-11-26

RESOLUTION # 44 25/26

**ADOPTION OF REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CERTIFICATIONS AND COMMITMENTS**

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the City of Truth or Consequences (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

Citizen Participation	certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)
Fair Housing	certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin
Residential Anti-Displacement & Relocation Assistance	certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity
Section 3	certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community. Attached is the Grantee Section 3 hiring information.
Procurement	certifies its compliance with federal procurement code (24 CFR Part 85.36) and New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy for CDBG projects.

GRANTEE SECTION 3 PLAN CHART

- Chart for Section 3 Plan **MUST** be filled out for job classifications that result from this CDBG funding. If this project will not create jobs, this chart will not be applicable. Attach additional job classifications as necessary.

City of Truth or Consequences ANTICIPATED/ACTUAL HIRES 26/27 HIRING YEAR				
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income City of Truth or Consequences Residents	# of Positions Filled	Positions Filled by Lower Income City of Truth or Consequences Residents
NA	0	0	0	0

NOW, THEREFORE, BE IT RESOLVED, that the Grantee adopts the above CDBG certifications through the term of the CDBG grant agreement with the Department of Finance and Administration, as amended, if applicable.

PASSED, APPROVED, SIGNED, AND ADOPTED at a duly called and convened regular meeting of the governing body of the City of Truth or Consequences on this 11th day of March, 2026.

SIGNED: _____
Rolf Hechler, Chief Elected Official

ATTEST:

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: G.4

SUBJECT: 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

DEPARTMENT: Community Development

DATE SUBMITTED: March 3, 2026

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

The Local Solar Access Fund provides grants up to \$1 million to New Mexico eligible entities for solar energy projects in New Mexico communities and grants up to \$50,000 to New Mexico eligible entities for technical assistance needed to support solar energy projects. Applications were due on March 6, 2026. Staff have submitted an application requesting \$1 million for Energy Resilient Parking Infrastructure. If funded, this project will install photovoltaic solar canopies at 3 locations: Future gated parking lot at the new Police Dept. location; Employee and public parking areas at the new Police Dept. location and a downtown parking area adjacent to the future location of newly installed electrical vehicle (EV) charging stations.

Recommendation:

Approve Resolution 45 25/26 and Authorize Mayor/City Manager to sign and submit required application documentation.

Attachments:

- Resolution 45 25/26
- Site Plan

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 45 25/26 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-11-26

*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*

RESOLUTION NO. 45 25/26

AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Truth or Consequences is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (the "Act"), and the City Commission is authorized to borrow funds and/or issue bonds for the financing of public projects for the benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority has established a program for financing projects from the Local Solar Access Fund and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake the design, construction, and improvement of Energy Resilient Parking Infrastructure ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body, and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of Truth or Consequences, that:

All prior actions of the Governing Body and its officers and employees directed toward the preparation and submission of the Application and the Project, to the extent consistent with this resolution, are hereby ratified, approved, and confirmed.

The completed Application submitted to the Governing Body is hereby approved and confirmed.

The officers and employees of the Governing Body are hereby directed and authorized to submit the completed Application to the Authority for its review, to take such further actions as may be requested by the Authority during its consideration of the Application, and to proceed with arrangements for financing the Project.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 11th day of March 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: G.5

SUBJECT: Discussion/Action: Resolution No. 46 25/26 T or C Municipal Golf Course Fees and Regulations

DEPARTMENT: Golf Course

DATE SUBMITTED: March 6, 2026

SUBMITTED BY: O.J. Hechler

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

Summary/Background: This resolution adopts the Truth or Consequences Municipal Golf Course and Disc Golf rate and fee schedule, along with associated operational rules for course use, cart rentals, tournaments, and related services.

Recommendation:

Approval

Attachments:

- Resolution No. 46 25/26

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-11-26



RESOLUTION NO. 46 25/26

A RESOLUTION ADOPTING THE TRUTH OR CONSEQUENCES MUNICIPAL GOLF COURSE AND DISC GOLF RATE & FEE SCHEDULE AND ASSOCIATED RULES

WHEREAS, the City of Truth or Consequences (the "City") owns and operates the Truth or Consequences Municipal Golf Course and related facilities, including disc golf amenities, as a public recreational service;

WHEREAS, the City Commission desires to establish a clear, publicly posted schedule of rates and fees for golf and disc golf play, cart rentals, trail fees, memberships, tournaments, and related transactions;

WHEREAS, the City Commission also desires to adopt reasonable rules and operational guidelines to support safe, fair, and orderly use of the golf course and to provide clear expectations for participants, retail operations, and special events;

WHEREAS, the proposed Rate & Fee Chart (Exhibit A) has been prepared for public posting at the golf course and for Commission consideration, and includes the associated rules and addendums;

NOW, THEREFORE, BE IT RESOLVED 'BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, as follows:

Section 1. Adoption of Rates, Fees, and Rules.

The City Commission hereby adopts the Truth or Consequences Municipal Golf Course and Disc Golf Rate & Fee Chart and Rules, attached hereto as Exhibit A and incorporated by reference.

Section 2. Administration and Posting.

The Golf Course Manager is authorized to administer the adopted rates, fees, and rules and to ensure that Exhibit A is posted for public reference at the golf course and made available upon request.

Section 3. Policies and Procedures for Retail Sales and Internal Controls.

The City Manager is directed to develop and implement written policies and procedures governing retail sales at the golf course, including cash handling, credit card processing, inventory control, deposits, reconciliation, and related internal controls.

Section 4. Authority to Implement; Operational Adjustments.

The City Manager and/or Golf Course Manager are authorized to take reasonable administrative actions necessary to implement this Resolution, including standard operational procedures consistent with Exhibit A. Any material change to the adopted fee schedule shall be presented to the City Commission for consideration and approval.

Section 5. Effective Date.

This Resolution shall take effect on the Effective Date listed above, unless a different effective date is set by the City Commission at adoption.

Section 6. Repeal of Conflicting Policies.

To the extent any prior fee schedules, postings, or administrative guidance conflict with Exhibit A, such conflicting provisions are hereby superseded as of the Effective Date.

Section 7. Severability.

If any section, paragraph, clause, or phrase of this Resolution is held invalid, the remaining portions shall remain in full force and effect.

APPROVED AND ADOPTED by the City Commission of the City of Truth or Consequences, New Mexico, this 11th day of March, 2026.

Exhibit A: Truth or Consequences Municipal Golf Course & Disc Golf Rate & Fee Chart and Rules (as adopted).

PASSED, APPROVED AND ADOPTED this 11th day of March, 2026.

Rolf Hechler, Mayor

ATTEST

Angela Torres, City Clerk

Truth or Consequences Municipal Golf Course

Rate & Fee Chart

Rates are shown in U.S. dollars. See definitions and rules on the final page.

Credit Card / Transaction Fee	\$2
--------------------------------------	------------

Monday through Friday

Monday through Friday	Walking
9 Holes	\$14
18 Holes	\$20
Twilight*	\$10
All Day	\$25

Weekends and Holidays*

Weekends and Holidays*	Walking
9 Holes	\$16
18 Holes	\$22
Twilight*	\$12
All Day	\$30

Junior Golfers*

Junior Golfers*	Fee
All Day (Ages 13 and under)	No Charge
All Day (Ages 14-17)	\$5
High School Golf Team	No Charge

Golf Cart Rental

Cart Rental	Fee
Golf or Disc Golf – 9 Holes (per cart)	\$8.00
Golf or Disc Golf – 18 Holes – 27 Holes (per cart)	\$15.00
Golf or Disc Golf – All Day (per cart)	\$20.00

Golf Cart Trail Fees

One Month	Three Months	Six Months	Annual
\$30	\$80	\$150	\$290

Tournament Fees

Tournament Fee	Fee
Golf Tournament (Per Day, With Cart)	\$15
Disc Golf Tournament (Per Day, Per Participant)	\$2

Disc Golf – Rates

Disc Golf – Rates	Fee
9 Holes	\$2
18 Holes	\$4
27 Holes – All Day	\$5

Annual Memberships – Single

Annual Memberships – Single	Term	Fee
Single	1 Month	\$120.00
Single (With Cart)	1 Month	\$155.00
Single	3 Month	\$330.00
Single (With Cart)	3 Month	\$435.00
Single	6 Month	\$620.00
Single (With Cart)	6 Month	\$830.00
Single	12 Month Annual Membership	\$1,200.00
Single (With Cart)	12 Month Annual Membership	\$1,600.00

Annual Memberships – Family

Family Membership	Term	Fee
Family	1 Month	\$180.00
Family (With Cart)	1 Month	\$250.00
Family	3 Month	\$495.00
Family (With Cart)	3 Month	\$705.00
Family	6 Month	\$930.00
Family (With Cart)	6 Month	\$1,350.00
Family	12 Month Annual	\$1,800.00
Family (With Cart)	12 Month Annual	\$2,600.00

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.

Credit Card Processing Fee

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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: G.6

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

DEPARTMENT: Parks and Recreation

DATE SUBMITTED: March 6, 2026

SUBMITTED BY: O.J. Hechler

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

Summary/Background: This resolution adopts an updated fee schedule, deposits, and use regulations for reservations and rentals of City parks and related public facilities in the City of Truth or Consequences. It clarifies that general public access to parks is free, while fees apply only when facilities or equipment are reserved. This resolution also authorizes the City Manager to grant limited fee waivers for qualifying non-revenue, community-wide events that provide a clear public benefit.

Recommendation:

Approval

Attachments:

- Resolution No. 47 25/26

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 47 25/26 - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-11-26



CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

RESOLUTION NO. 47 25/26

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ADOPTING FEES, DEPOSITS, REGULATIONS, AND A LIMITED COMMUNITY BENEFIT FEE WAIVER FOR RESERVATIONS AND RENTALS OF CITY PARKS AND RELATED PUBLIC FACILITIES

WHEREAS, the City of Truth or Consequences owns, operates, and maintains public parks and related public facilities for the enjoyment and general benefit of residents and visitors, including, but not limited to, City parks, shelters, gazebos/pergolas, the rodeo arena, sports complex, tennis courts, and associated amenities;

WHEREAS, these public spaces are available for general public use on a first-come, first-served basis without charge, and fees are only assessed when an individual or organization requests a reserved use of a specific space, time, facility, or City-owned rental equipment, such that the reservation limits availability to other members of the public;

WHEREAS, City facilities and equipment experience increased operational demands, wear, and maintenance needs when reserved for private, commercial, or organized uses, and the City Commission finds it necessary to establish reasonable fees and refundable deposits to recover operational costs, protect City property, and support ongoing maintenance and safe public access;

WHEREAS, the City Commission further finds that, on a limited basis, certain non-revenue, community-wide activities may warrant a fee waiver when they provide a clear public benefit and are consistent with the City's obligation to manage public property in a fair, viewpoint-neutral manner;

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Truth or Consequences, New Mexico, as follows:

Section 1. Adoption of Fees, Deposits, and Regulations

The City Commission hereby adopts the fees, deposits, and use regulations for City parks, facilities, and related rental items as set forth in Exhibit A attached hereto and incorporated by reference (the "Fee Schedule").

Section 2. Free Public Access Preserved

Nothing in this Resolution shall prohibit or restrict the public's general access to and use of City parks and facilities for ordinary recreation on a first-come basis. Fees apply only to reserved use, rentals, and applications described in the Fee Schedule.

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.

Section 5. Administration, Documentation, and Fair Application

A. Written Determination. Any waiver granted under Section 3 shall be documented on the reservation/rental file with a brief written finding describing the public benefit and confirming the eligibility criteria were met.

B. Viewpoint-Neutral Administration. Reservation approvals and fee waiver decisions shall be administered in a fair and consistent manner and shall not be based on the viewpoint of the applicant.

C. Rules and Additional Conditions. The City Manager or designee may impose reasonable use regulations necessary to protect public property and ensure health, safety, and public order, provided those conditions do not subvert the intent of this policy.

Section 6. Repealer

All prior resolutions, policies, or fee schedules in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. Effective Date

This Resolution shall take effect immediately upon adoption.

satisfaction of the City. If the amount of deposit is greater than the cost of cleaning or damage, the difference will be refunded. If the cost of cleaning or damage is greater than the amount of deposit the renter will be charged accordingly.

Return deposit format:

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

Note: The City Manager or his/her designee may impose other use regulations as he/she may deem necessary as long as those regulations do not subvert the intent of this policy. Any complaints for public affray may affect your ability to use City Parks.

NOW THEREFORE, BE IT RESOLVED by the City of Truth or Consequences Governing Body, that the fees, deposits and regulations described herein are hereby enacted.

BE IT FURTHER RESOLVED that nothing in the Resolution shall prohibit the use or access of City Parks by the public at large for free.

PASSED, APPROVED AND AMENDED this 11th day of March, 2026.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By: _____
Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

EXHIBIT A

PARKS AND RECREATION FEE SCHEDULE AND REGULATIONS

RALPH EDWARDS PARK:

Reserving a Park Shelter: (Utilities Not included)	Small Shelter - up to 2 hours:	\$20
	2 hours to 4 hours:	\$30
	All day till Sunset:	\$40
	Refundable Deposit) per rental:	\$25
	Large Shelter: up to 2 hours:	\$25
	2 hours to 4 hours:	\$35
	All day till Sunset:	\$45
	Refundable Deposit per rental:	\$25
Reserving Gazebo: (Utilities not included)	Up to 4 hours:	\$30
	All day till Sunset:	\$50
	Refundable Deposit per rental:	\$25
Use of Utilities:	Electricity: per outlet till Sundown	\$10
	South pedestals all day till Sundown	\$50
	Water Fees: single hose bib per day	\$10
	Multiple hose bibs till Sundown	\$25

JUMPING BALLOONS

Reserving Designated Area	\$25
and requires liability insurance	
Refundable Deposit per rental:	\$100

Jumping Balloons and Bouncy Houses are only allowed in designated areas approved by the city. Set-up must be pre-approved by the city and prior to any events.

INFLATABLE WATER SLIDES, WATER TOYS ECT. ARE NOT ALLOWED

Special Event Application:	
(Full access to all park features per day)	
Event Reservation:	
Gazebo Reservation:	\$100
Electricity: (per event)	\$50
Water Fees: per hose bib per day	\$25
Solid waste service:	\$25
Refundable Deposit: per reservation:	\$250

- Set-up and tear-down will be the responsibility of the renter.

- Special events may qualify for Lodger's Tax. Organizers must apply in advance.
- These events may not have the fees waived.
- City Manager or designee may negotiate long term agreements for extend use of the park for special events. Agreements shall not exceed 12 months.
- These events require city staff for support

FAMILY PARK:

Reserving a Park Shelter:	Small Shelter: up to 2 hours:	\$20
<i>(Utilities not included)</i>	2 hours to 4 hours:	\$30
	All day	\$40
	Refundable Deposit per rental	\$25
	Large Shelter: up to 2 hours:	\$25
	2 hours to 4 hours:	\$35
	All day till Sundown	\$45
	Refundable Deposit per rental:	\$25
Use of Utilities:	Electricity: per outlet per day	\$10

JUMPING BALLOONS – WATER SPORTS

Reserving Designated Area	\$25
and requires liability insurance	
Refundable Deposit per rental:	\$100

Jumping Balloons/Bouncy Houses/Dunk Tanks/water slides etc. are only allowed in designated areas approved by the city. Set-up must be pre-approved by the city and prior to any events.

No Special Event Allowed at Family Park.

HEALING WATERS PLAZA:

Reserving the Pergola:	Up to 2 hours:	\$25
<i>(Utilities not included)</i>	2 hours to 4 hours:	\$35
	all day till 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 to 4 hours:	\$75
	All Day till Sundown:	\$100
	Electricity: per event	\$50
	Refundable Deposit per reservation:	\$100

- Set-up and tear-down will be the responsibility of the renter.
- Events may extend into the evening with approval of the city manager.
- Quiet time rules apply to evening events.
- Special events may qualify for Lodger's Tax. Organizers must apply in advance.
- These events require city staff for support.
- Use of the facility is eligible for a fee waiver if compliant with resolution

EVELYN RENFRO PARK:

USE OF UTILITIES:	Electricity: per outlet per day	\$10
	Water Fees: single hose bib per day	\$10

LOUIS ARMIJO SPORTS COMPLEX :

Use of Field Lights:	Per day up to 4 hours	\$10
	1 calendar month (30 days)	\$50

Men/Women Sports Leagues:	per player per season	\$5
<i>Does not include lights</i>		

Youth League Teams:		
<i>Does not include lights</i>	per player per season	\$5

Tournaments (Men/Women):	Up to 3 consecutive days	\$200
<i>Does not include lights</i>	Extra Days per day	\$50

Refundable Deposit:	per event	\$250
---------------------	-----------	-------

Use of Conference Room:	per hour up to 4 hours	\$25
	4 hours to 8 hours	\$50
	Tournaments (All days)	\$100
	Refundable Deposit per rental	\$25

Use of Concession Stand:	per hour up to 4 hours	\$25
	All Day	\$50
	Tournaments (All days)	\$100
	Refundable Deposit per rental	\$100

- Sports Leagues must submit By-Laws with application for season use.
- A season may not be longer than 3 months.
- A season may be extended for youth teams only up to 30 additional days.
- Tournament days may go longer than 3 days when scheduled in advance.
- All leagues must provide a season schedule at the time event is booked.

- Set-up and tear-down will be the responsibility of the renter.
- Youth Sports league fee includes the Snack Bar and access to the conference room.
- Conference room must be scheduled for all sports teams.
- Youth Sports Leagues will not be required to pay a deposit.
- Special events may qualify for Lodger's Tax. Organizers must apply in advance.

ROTARY PARK:

Reserving a Park Shelter:	Small Shelter - up to 2 hours:	\$20
	2 hours to 4 hours:	\$30
	All day till sundown	\$40
	Refundable Deposit per rental:	\$25
	Large Shelter - up to 2 hours:	\$25
	2 hours to 4 hours:	\$35
	All day till sundown	\$45
	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

- Set-up and tear-down will be the responsibility of the renter.
- All events must be completed by sundown each day.
- Special events held at Rotary Park must be pre-approved by the City Manager.

TENNIS COURTS:

Use of tennis court lights:	Up to 4 hours - (no later than 11 PM)	\$10
Reserving the tennis courts:	two court enclosures- per day	\$25
	Refundable Deposit per rental:	\$25

RODEO ARENA:

Use of Arena Lights:	Up to 4 hours per day	\$10
Use of Arena:	Per Day up till 11:00 PM	\$75
	Local Youth Group per day	\$50
Refundable Deposit	per event	\$100

Overnight use of stalls:	per stall per night	\$10
	single fee deposit	\$25

RV Hookup: Per site per day (electricity and water) \$20

Liability Insurance Certificate: Renters may be required to submit a Certificate of Liability Insurance naming the City of Truth or Consequences as additional insured for a minimum of \$1,000,000 Per Occurrence. A Hold Harmless Agreement is required to be signed by all applicants.

- Facility is available as-is. Renter shall be responsible for tractor work and grounds maintenance for the event.
- RV sites

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

Rentals of bleachers, chairs, and tables will be per event not to exceed four days.
(The location of the event will be noted on the Rental Agreement Form.

A Commercial Event Application: is for the use of a portion of a park for events that are expected to draw a large number of people due to their nature, interest, location, promotion, or any combination of similar influences that are to be held in a City Park. This includes but not necessarily limited to vendors, festivals, solicitations, or performances. Vendors selling goods on public property must have a City business license. **All Commercial Event Applications must be approved by the City Manager.**

The cleaning/damage deposit will be deposited in a City account, and will be refunded if the facility is cleaned after the event and the facility has been returned to prior condition to the satisfaction of the City. If the amount of deposit is greater than the cost of cleaning or damage, the difference will be refunded. If the cost of cleaning or damage is greater than the amount of deposit the renter will be charged accordingly.

Return deposit format:	
Anything damaged or broken property -	Full deposit retained.
Clean time up to 1 hour -	50% deposit retained.
1 hour – 2 hours -	75% deposit retained.

2 hours +

Full deposit retained.

Note: The City Manager or his/her designee may impose other use regulations as he/she may deem necessary as long as those regulations do not subvert the intent of this policy. Any complaints for public affray may affect your ability to use City Parks.

NOW THEREFORE, BE IT RESOLVED by the City of Truth or Consequences Governing Body, that the fees, deposits and regulations described herein are hereby enacted.

BE IT FURTHER RESOLVED that nothing in the Resolution shall prohibit the use or access of City Parks by the public at large for free.

PASSED, APPROVED AND AMENDED this 11th day of March 2026.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By: _____
Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: G.7

SUBJECT: Discussion/Action: Resolution No. 48 25/26 Swimming Pool Fee Structure

DEPARTMENT: Swimming Pool

DATE SUBMITTED: March 5, 2026

SUBMITTED BY: O.J. Hechler

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

Summary/Background: The proposed 2026 operational schedule and fee structure for the J.A. Hodges Municipal swimming establishes seasonal operating dates, hours, session-based swimming periods, and updated entrance pass and rental fees for the upcoming season. This proposal has been reviewed and recommended for approval at the March 2nd Recreation and Golf Advisory Board meeting.

Recommendation:

Approval

Attachments:

- J.A. Hodges Municipal Fee Structure Proposal

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 48 25/26 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-11-26



RESOLUTION NO. 48 25/26

A RESOLUTION ESTABLISHING SWIMMING POOL USER FEES FOR THE J.A. HODGES MUNICIPAL POOL

WHEREAS, the City of Truth or Consequences offers City and Sierra County residents various recreational facilities at minimal cost; and

WHEREAS, the City desires to operate the City pool from April 15th, through October 4th, and

WHEREAS, the City Commission anticipates that the user fees will be insufficient to cover the operation and maintenance costs of the City pool; and

WHEREAS, the City staff has determined the proposed Pool User Fees are reasonable to other pool user fees.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO THAT:

1. The swimming pool user fees, attached hereto and incorporated herein by this reference will be effective immediately upon adoption.
2. The City Commission may review the swimming pool fees annually.
3. This resolution repeals and replaces all previous Resolutions and swimming pool user fees for The J.A. Hodges Municipal Pool

PASSED, APPROVED AND ADOPTED this 11TH day of MARCH, 2026.

Rolf Hechler, Mayor

Angela Torres, City Clerk

J.A. Hodges Municipal Swimming Pool

Summer 2026 Schedule and Fee Structure

- I. **Pool Season Proposed Schedule:**
 - A. April 15th, 2026, soft opening with a limited 3 days per week schedule.
 - B. May 25th, Memorial Day Summer opening
 - C. June 1st- Official Summer Schedule begins 7 days per week.
 - D. July 28th- Aug/Sept schedule limited 3 days per week schedule.
 - E. October 4th- Official Close Date
- II. **Pool Hours of operation:**
 - A. OFF SEASON: April/May/Aug/Sept 3 days a week
 1. Friday/Saturday/Sunday only 8am-8pm.
 - B. MAIN SEASON: June/July 7 days a week
 1. M-F 7am-8pm
 2. S-S 8am-8pm
- III. **Session Breakdowns:**
 - A. Pool hours are broken down into 2 hour sessions beginning at 8am or 10am and closing 1 hour and 50 minutes later.
 - B. All patrons will be asked to exit the pool before the next session.
 - C. Patrons must pay another session fee if they would like to stay for multiple sessions.
 - D. Sessions will be open to anyone, but lanes may be limited during lap swim.
 - E. There will be no "free swim/children" allowed during lap swim or water aerobics.
- IV. **Pool Fees: Entrance Fees**
 - A. 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.
 - B. 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.
- V. **Pool Fees: Seasonal Passes- April 15th-October 4th**
 - A. Single Session per Day
 1. Adult \$150.00
 2. Youth/SR \$125.00
 3. Monthly \$15 (off season) \$30 (main season)
 - B. Multiple Sessions per Day
 1. Adult \$300.00
 2. Youth/SR \$250.00

3. Monthly \$30 (off season) \$60 (main season)

VI. Seasonal Pass Rules and Guidelines:

- A. Seasonal passes are good for the entire 2026 season regardless of opening or close date.
- B. Seasonal passes are non-refundable due to lack of patron usage and are not valid for any future swim seasons.
- C. 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.
- D. No, you may not use your pass to allow a friend to come swimming with you.

VII. Monthly Pass Rules and Guidelines

- A. 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.
- B. 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.
- C. 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 less than 2 sessions per day.

VIII. Pool Party Private Rentals

- A. The Pool is available to rent for private parties just as other City facilities.
- B. Pool Rental Times:
 - 1. The available times that the pool can be rented out in the off-season (April, May, August, & September) is as follows:
 - a) Monday-Thursday 10am-10pm
 - 2. The available times that the pool can be rented out in the main-season (June & July) are as follows:
 - a) Every day from 2pm-10pm.
- C. Pool Rental Prices:
 - 1. 2 hour minimum block for \$100.00
 - 2. Refundable deposit fee for \$50.00

D. Pool Rental Booking:

1. All parties must be scheduled and paid for at least 1 week in advance.
2. 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.

E. Pool Rental Rules and Guidelines:

1. Outside food, drinks, and party supplies are allowed, as well as shade structures, chairs, and pool toys.
2. **Absolutely NO:** Glass, alcohol, tobacco/vaping, drugs, or other paraphernalia allowed.
3. 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.
4. Lifeguards will be present during the pool party to enforce the safety rules of the facility.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: G.8

SUBJECT: 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

DEPARTMENT: Community Development

DATE SUBMITTED: March 4, 2026

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

NMDOT is soliciting applications for the Department's Municipal Arterial Program (MAP) for fiscal year 2027. Resolution is required to submit application. MAP funds require 25% local and/or in-kind match. NMDOT may award all or part of project funding. Award must be accepted by Resolution and Resolution of acceptance can include a request for waiver of the match.

Recommendation:

Approve Resolution 49 25/26 for application submission

Attachments:

- Resolution 49 25/26
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 49 25/26 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-11-26

*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 Hoeppe
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

RESOLUTION NO. 49 25/26

A RESOLUTION APPROVING SUBMISSION OF AN APPLICATION BETWEEN THE CITY OF TRUTH OR CONSEQUENCES AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO PROVIDE MUNICIPAL ARTERIAL PROGRAM (MAP) FUNDS FOR CONSTRUCTION, RECONSTRUCTION, IMPROVEMENT, MAINTENANCE, AND REPAIR OF MUNICIPAL ROADWAYS

Whereas, the City of Truth or Consequences is applying for Municipal Arterial Program (MAP) Funding from the New Mexico Department of Transportation for Pavement Rehabilitation, reconstruction, removal of surfacing, excavation, clearing and grubbing, drainage improvements, curb and gutter, ADA compliant concrete sidewalk, blading and shaping, design, permanent signing and striping, traffic control and miscellaneous construction as needed with construction management for Clancy Street and McAdoo Street bounded by Main Avenue and Broadway Street.; and

Whereas, the project is within the City of Truth or Consequences jurisdiction and necessary for the public good and convenience, and to serve the public of the City of Truth or Consequences; and

Whereas, the New Mexico Department of Transportation is soliciting proposals for its FY 2026/2027 Local Government Road Fund Program that requires at least a 25% local funding match; and

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Truth or Consequences does hereby determine and resolve as follows:

1. That the project application for MAP Funding be prepared and submitted for Pavement Rehabilitation, reconstruction, removal of surfacing, excavation, clearing and grubbing, drainage improvements, curb and gutter, ADA compliant concrete sidewalk, blading and shaping, design, permanent signing and striping, traffic control and miscellaneous construction as needed with construction management for Clancy Street and McAdoo Street bounded by Main Avenue and Broadway Street.
2. That the City Management of the City of Truth or Consequences is directed to take such other actions and execute other documents as may be necessary to implement this application

PASSED, ADOPTED AND APPROVED this 11th day of March, 2026.

Attest:

Rolf Hechler, Mayor

Angela A. Torres, City Clerk



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

January 7, 2026

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

Dear Gary Whitehead:

The Project Oversight Division is soliciting applications for the Department's Municipal Arterial Program (MAP) for fiscal year 2027. The purpose of the MAP program is to assist municipalities in project development; construction, reconstruction, improvement, maintenance, repair, and right-of-way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but determined to qualify under designated criteria. In general, the criterion for eligibility is the degree to which the route would assist in the distribution of state highway system traffic. As a "rule of thumb", the four general criteria are designated as:

1. A through extension of state highway routes;
2. Major connections between state highway routes;
3. Major streets of particular service to state highways; or
4. Major local service streets.

The request package shall include the following:

1. A map of the project limits (including proposed phasing),
2. Current and 20 year projected traffic volumes (ADT, DHV, and percent heavy traffic),
3. Pavement design criteria (10 year Minimum),
4. Typical section,
5. Major intersection and traffic signal analysis (including warrants),
6. Drainage reports,
7. A preliminary cost estimate (including department share and municipality share),
8. Local Government resolution of support for the project, and
9. A Project Data Sheet summarizing existing and Proposed Project information.

Digital/PDF copies of the complete application must be emailed to Clarissa.Martinez@dot.nm.gov no later than close of business **March 15, 2026**. All incomplete applications will be returned to the municipality for submission the following year.

Sincerely,

Clarissa Martinez
State Grants Manager

Xc: Aaron Chavarria, District 1 Engineer

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

FY 27 - LOCAL GOVERNMENT ROAD FUND PROGRAM

MAP PROJECT TRACKING

Bolded & Italicized information illustrates estimated time frame.

- ☐ Received request for project proposals from the Department of Transportation (NMDOT). ***(January)***
- ☐ Submit **1 copy** of the complete project proposal - ***must be before March 15th***. Proposal must include the following items to be considered for funding:
 - ☐ A map of the project limits (including proposed phasing);
 - ☐ Current and 20-year projected traffic volumes (ADT, DHV and percent heavy traffic);
 - ☐ Pavement design criteria (10 year Minimum);
 - ☐ Typical section;
 - ☐ Major intersection and traffic signal analysis (including warrants);
 - ☐ Drainage reports.
 - ☐ A preliminary cost estimate (including department share and municipality share);
 - ☐ Local Government resolution of support for the project; and
 - ☐ A Project Data Sheet summarizing existing and Proposed Project information.
- ☐ Received notification of Commission's approval / denial from NMDOT. ***(May)***
- ☐ Received one original agreement from NMDOT to sign. ***(May)***
- ☐ Returned original signed agreement AND RESOLUTION to NMDOT. ***(June)***
- *** Remember - no aspect of the project can begin before a fully executed agreement is in place. See next step.***
- ☐ Received fully executed agreement from NMDOT on _____. ***(June - August) (Agreement MUST be fully executed by October 31st)***
- ☐ Obtain all required clearances and keep a copy of each in the project file. ********

☐ Environmental

☐ Utility

☐ ROW

☐ Railroad

☐ ITS

☐ ****Be sure that a copy of each of your clearances is submitted to my office as you receive them. I will be unable to pay any portion of your award until I have received a copy of all required clearances for your project.**

☐ Sent "Certification of the Pre-Construction Contract Phase" (Certification No. 1, pages 12, 13 & 14 of Map Agreement) (***no later than June 30, 2026***)

****** Reminder - Certification of the Pre-Construction Contract Phase is due in our office prior to project construction.***

☐ In the event a contractor is hired for the project, you have two important requirements:

☐ If you adopt and use the NMDOT Standard Specifications for your project (and most Local Entities do) then the Prequalification Rule applies to the contractors who submit bids for your project.

- "Prequalification of bidders is a condition for submitting a bid as authorized by the New Mexico Procurement Code, NMSA 1978, 13-1-82 and 13-1-134. Bidders shall be prequalified in accordance with the requirements of the Department's prequalification regulations, 18.25.5 NMAC. The failure of a bidder to be prequalified shall render the bid non-responsive and the bid shall be rejected."
- You can find information on the Contractor Prequalification Rule by going to the following link:
<http://dot.state.nm.us/en/PSE.html#a>

☐ Require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. NMDOT is to be named as an additional insured on the contractor's policy and **a certificate of insurance must be provided to NMDOT**

and it shall state that coverage provided under the policy is primary over any other valid insurance.

- ☐ Sent a letter requesting disbursement. Be sure to include the monetary amount requested as shown in the agreement. (*As soon as Notice to Proceed is issued but no later than 2nd week of June 2027.*) Included with letter are the following Department forms:

- ☐ **Progress Schedule (estimate of working or calendar days)**

- ☐ Notice of Award / Work Order
- ☐ Notice to Proceed
- ☐ Estimated Summary of Costs and Quantities

This can be done as soon as the Notice of Award / Work Order and Notice to Proceed have been issued. All documents including letter requesting disbursement must show:

- ☐ scope of work; (*Must match exact wording as approved by Commission-see page 1, section one-Purpose-on your cooperative agreement*)
 - ☐ route designation;
 - ☐ termini;
 - ☐ agreement Contract Number;
 - ☐ agreement Control Number.
- ☐ Received disbursement from NMDOT. (*Approximately two weeks after request is submitted.*)
 - ☐ Hold a Final Inspection of the project and be sure to include the NMDOT D1 LGRF Coordinator in the invitees.
 - ☐ Sent "Certification of the Construction Phase" (Certification No. 2, page 15 of MAP Agreement), "Professional Engineer's Certification" and "As-Built Summary of Costs and Quantities" to NMDOT. (*Must be sent within 30 days of project completion.*)

Reminder: Your MAP project termination date is June 30, 2028.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: G.9

SUBJECT: Discussion/Action: Publication of Ordinance 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: March 5, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead

Summary/Background: First reading of Bond Ordinance and approval to publish Notice of Meeting and Intent to Adopt Ordinance 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 first reading of bond ordinance and publication of Notice of Meeting and Intent to Adopt Bond Ordinance.

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 3-11-26

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the ____ day of 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. _____ (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 fiscal 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. _____ (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on April __, 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 ____ 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 _____ 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: March 11, 2026

Agenda Item #: H.1a

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: March 6, 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:

- General Fund - Police
- PD Fuel Usage for Fiscal Year 2025-2026
- Change Order increase of \$19,501 to P.O. 82119
- Additional funds required for fuel usage

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

- \$79,500.00
- General Fund – Police: Fuel

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 3-11-26

*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 Hoeppepner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

March 6, 2026

To City Mayor, Pro-Tern and Commissioners,

RE: PD FUEL USAGE FOR FY 25-26

The Procurement Department along with Police Department will issue a Change Order for P.O. 82119 for additional funds. This will be for more fuel usage, for the remainder of the 2025-2026 Fiscal year.

I will defer to Chief Tavison. Thank you.

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

\$79,500.00

General Fund- Police: 101-1007

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Purchase Order #82119

PROCUREMENTS \$60,000 AND OVER

2025-26 Fiscal Year

COMMISSION MEETING 03/11/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	Wex Bank	PD Fuel Usage for FY 25-26	Carlos Miyagishima	Procurement	\$19,501.00	General Fund - Police: Fuel
		(Total amount is \$79,500 after the Change Order)				
TOTAL					\$ 19,501.00	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



City of Truth or Consequences

Finance Department | 505 Sims Street
Truth or Consequences, New Mexico 87901
Phone (575) 894-6673 Fax (575) 894-0363

CHANGE ORDER FORM

DATE: 2/23/2026

PO#: 82119

VENDOR: WEX BANK

PO GL (LINE ITEMS) & AMOUNT(S) BEING INCREASED:

Please, provide supporting documentation.

INCREASE GL NUMBER: 101-1007-43316 **TOTAL:** \$ 19,501

INCREASE GL NUMBER: [Click here to enter text.](#) **TOTAL:** \$ [Click here to enter text.](#)

PO TOTAL BEFORE INCREASE: \$ 59,999

PO TOTAL AFTER INCREASE \$ 79,500

JUSTIFICATION FOR INCREASE:

INCREASE DUE TO: NEED TO PAY FOR FUEL USAGE FOR REST OF FISCAL YEAR AND WE ARE ALREADY OVER PO AMOUNT

CHANGE ORDER SUBMITTED BY NAME & DIVISION:

Department Name: DEANNA KNULL/ TCPD

To: City of Truth or Consequences, Finance

Please, note: Items to be decrease/closed, or fall under the \$20,000 mark; requests may be submitted via email to the CPO and/or Accounts Payable for adjustments.

PURCHASING DEPARTMENT USE ONLY

Date Approved: [Click here to enter a date.](#)

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

**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:** 82119**Date:** 07/02/2025**Requisition #:** 94701**Vendor #:** 7389

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

SHIP TO: TCPD
507 McAdoo Street
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		PD FUEL USAGE FOR FY 25-26	101-1007-43316		0.00	59,999.00
			PD REDUCED PER CM				

SUBTOTAL:	59,999.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	59,999.00

Chief Purchasing Office

Date:

7/14/25

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



REQUISITION

Requisition #: 94701

Date: 07/02/2025

Vendor #: 7389

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

SHIP TO: TCPD
507 McAdoo Street
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 PD FUEL USAGE FOR FY 25-26		0.00 101-1007-43316	59,999.00
PO Description: PD FUEL USAGE FOR FY 25-26 Detailed Description: PD FUEL USAGE FOR FY 25-26 OPEN PO FOR MONTHLY PAYMENTS REDUCED PER CM				

Authorized By: _____

SUBTOTAL:	59,999.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	59,999.00



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: H1.6

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: March 6, 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:

- SJOA GRANT AGREEMENT
- SJOA 2026 Mobility Transit Van Wheelchair Access

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

- \$89,987.00
- A24-I5393 SJOA Grant Agreement
- HGACBUY Contract No. BT01-21

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 3-11-26

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

March 6, 2026

To City Mayor, Pro-Tern and Commissioners,

RE: SJOA 2026 MOBILITY TRANSIT VAN WHEELCHAIR ACCESS

The Procurement Department along with Community Development Department issued a HGACBUY Contract No. BT01-21 A24-I5393 SJOA Grant Agreement to acquire a SJOA 2026 Mobility Transit Van with a wheelchair access.

I will defer to Jocelyn Holguin the Chief Financial Officer. Thank you.

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

\$89,987.00

SJOA Vehicle Funds: 304-7072

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition **#96025**

PROCUREMENTS \$60,000 AND OVER

2025-26 Fiscal Year

COMMISSION MEETING 03/11/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	Creative Bus Sales Inc.	SJOA 2026 Mobility Transit Van Wheelchair Access	Carlos Miyagishima	Procurement	\$89,987.00	SJOA Grant Agreement
TOTAL					\$ 89,987.00	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



REQUISITION

Requisition #: 96025

Date: 03/02/2026

Vendor #: 8827

ISSUED TO: CREATIVE BUS SALES INC
BRENT ROY
5760 PINO AVE NE
ALBUQUERQUE, NM 87109-

SHIP TO: COMMUNITY DEVELOPMENT
401 McAdoo St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 SJOA 2026 MOBILITY TRANSIT VAN WHEELCHAIR ACC		0.00 304-7072-80810	89,987.00

PO Description: SJOA 2026 MOBILITY TRANSIT VAN WHEELCHAIR ACCESS

Detailed Description:

PENDING COMMISSION APPROVAL 3-11-26
A24-I5393 SJOA GRANT AGREEMENT
HGACBUY CONTRACT NO. BT01-21

COMM. DEV.

Authorized By: _____

SUBTOTAL:	89,987.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	89,987.00

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# 1]

DATE: 2-23-2026

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: City of Truth or Consequences Grantee Official Representative: Traci Alvarez

Grantee Address: 505 Sims St. Truth or Consequences, NM 87901

Name of Senior Center: Ken James Senior Center

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: A24-15393

Grant Termination Date: 6/30/2028

As the designated representative of the Department for Grant Agreement number A24-15393 entered into between the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: Creative Bus Sales Inc

Third Party Obligation Amount: \$88,000.00

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within The scope of the project description, subject to all the terms and conditions of the above-referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$ 88,000.00

The Amount of this Notice of Obligation: \$ 88,000.00

The Total Amount of all Previously Issued Notices of Obligation: \$ 0.00

The Total Amount of all Notices of Obligation to Date: \$ 88,000.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: Tasha Martinez Title: Capital Outlay Bureau Chief

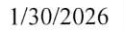
Signed by: Tasha Martinez Date: 3/4/2026
Signature: CD28FF760BEC496...

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov



89987



PRICE PROPOSAL

Prepared for

**City of Truth or
Consequences – HGACBuy**

CONTACT

Date Issued: 01.30.2026

Name: Casey Gaskins

Phone: 682.226.9616

Email: cgaskins@model1.com

2026

MobilityTrans

Transit Van



Whether you need to fill a spot in your fleet or create an entirely new vehicle, your Model 1 experts have a single top priority: *you*. With a clear understanding of your needs, we find ways to deliver — starting with deep relationships all the way back at the manufacturer level. And with the nation's largest inventory of commercial vehicles, you'll never be short on the best choices to make for your business.

SALES EXPERIENCE

550+ Years of Collective Bus
Sales Experience Servicing Over
1,500 Customers Annually

COMPETITIVE PRICING

Volume Discounts
Fixed Contract Pricing

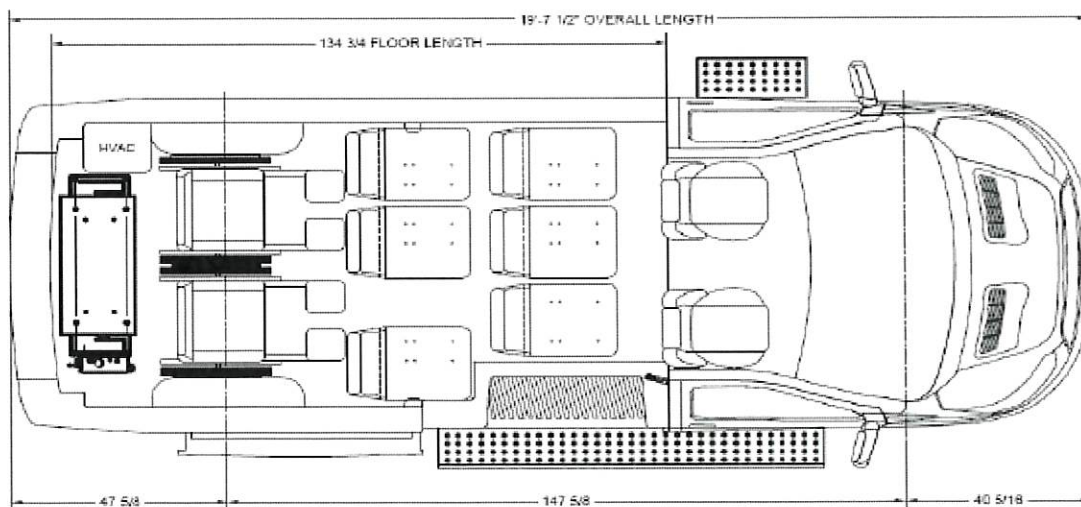
IN-HOUSE FINANCING

Seamless Transactions
Flexible Solutions

NATIONWIDE NETWORK

21 Full-Service Locations
Nationwide Partners with
25+ Top Manufacturers

IMAGES & FLOORPLAN



SPECIFICATIONS

CHASSIS

- 2026 Ford Transit 350 – X2C – Mid Roof
- Engine: Ford 3.5L V6
- GVWR: 9,250 lbs.
- Wheelbase: 148"
- Fuel Type: Gas
- Single Rear Wheel

EXTERIOR

- Exterior Color: White
- HD Aluminum Driver Side Running Board
- HD Aluminum Full Length Passenger Side Running Board
- Non Hole-Punched Running Boards. Slip Resistant Anti-Skid Adhesive Covers Entire Top

INTERIOR

- OEM A/C & Heat
- Flooring: GerFlor Black Graphite
- Entry Grab Rail on Right Side
- Pareto Alfo Half Aluminum Floor – 11 Rail

SAFETY

- Back-up Alarm
- 25 Unit First Aid Kit
- 5lb Fire Extinguisher
- Emergency Warning Triangles
- (2) Q'Straint Deluxe Kit – Deluxe Retractors – Shoulder/Lap Belt Combo – L-Track Fittings
- (2) Q'Straint L-Track Oval Pocket Shoulder & Lap Belt Mount

WHEELCHAIR ACCESSIBILITY

- Braun Century Wheelchair Lift – 800lb Capacity – 34"x51"
- Intermotive W/C Lift Interlock / Fast Idle

ACCESSORIES

- Q'Straint Belt Cutter

PASSENGER SEATING OPTIONS

- 7 Ambulatory, 0 Wheelchairs (Including Co-pilot)
- 7 Ambulatory, 2 Wheelchair Including Co-pilot)

SEATING

Passenger Seating:

- (6) Ford OEM Passenger Seating
- (1) OEM Co-Pilot, Driver's Seat

WARRANTY

Manufacturer Warranty	Bumper to Bumper: 3 Years / 36,000 Miles
Chassis Warranty	Bumper to Bumper: 3 Years / 36,000 Miles

All vehicles come with warranty, but Model 1 offers more value without the added cost.

Our coverage and support come with each of our new vehicles — *standard*.

WE PROCESS ALL THE WARRANTY REGISTRATIONS

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

WE HANDLE ALL THE PAPERWORK

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

REPAIR FACILITIES NEAR YOU

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

NO MORE CLAIM FORMS

Model 1 handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

LONGER WARRANTY PERIOD

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.

FINANCING / LEASE Options Available

PRICING

DESCRIPTION	AMOUNT
Total – HGACBuy BT01-21	\$89,987.00

**Pricing does not include DMV, title, or licensing. This quote is valid for 30 days from date issued.*

**Delivered*

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**Department**") and CITY OF TRUTH OR CONSEQUENCES, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 94, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. A24-15393 ("**Project**") 06/30/2028 ("**Reversion Date**"). Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 94, eighty-eight thousand dollars, \$88,000, to purchase and equip vehicles for the Ken James Senior Center in the City of Truth or Consequences in Sierra County.

B. Grantee's total reimbursements shall not exceed eighty-eight thousand dollars, \$88,000 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars, \$0, which equals eighty-eight thousand dollars, \$88,000 ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
- b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
- c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third-Party Obligations**"); and
- d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
- e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
- b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
- c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Traci Alvarez
 - ii. Title: Assistant City Manager
 - iii. Address: 505 Sims Street Truth or Consequences NM 87901
 - iv. Email: talvarez@torcnm.org
 - v. Telephone: 575-952-0565

B. **[OPTIONAL]** The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Crystal Walton
 - ii. Title: Executive Director
 - iii. Address: 360 W. 4th Ave Truth or Consequences NM 87901
 - iv. Email: cwalton@seniorcenter-sjoa.org
 - v. Telephone: 575-894-6641

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
 - i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505-946-8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein (collectively "Term").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
- b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.

- iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any

disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.

- g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution; motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

- a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("Legislature") for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, City of Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. City of Truth or Consequences' decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("State"). Should the State terminate its Agreement with City of Truth or Consequences, City of Truth or Consequences may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, City of Truth or Consequences' only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principles to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("SBOF"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. **Assignment:** Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. **Subcontractors:** Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. **Binding Effect:** Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. **Authority:** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. **Captions and References:** The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. **Counterparts:** This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. **Digital Signatures:** If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. **Modification:** Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. **Statutes, Regulations, Fiscal Rules, and Other Authority:** Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. **External Terms and Conditions:** Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. **Severability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. **Third-Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting

understanding and favorable relations with the community or public at large or any segment of the public.

c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. **Venue and Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):

SPONSOR:
or Designee

Signed by:
By: Tasha Martinez
CD28FF760BEC496...

Title: Capital Outlay Bureau Chief Date: 2/4/2026

Office of Secretary:
or Designee

DocuSigned by:
By: Antoinette Vigil
B700305AB7474B3...

Title: Deputy Cabinet Secretary Date: 2/7/2026

Chief Financial Officer:
or Designee

DocuSigned by:
By: Leticia Ortiz
10A0F739685045D...

Title: ASD Director Date: 2/5/2026

Chief Procurement Officer:
or Designee

Signed by:
By: Marlene Acosta
839B647AA2804AF...

Title: Chief Procurement Officer Date: 2/4/2026

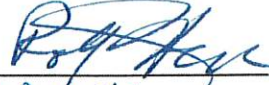
AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)

General Counsel's Office:
or Designee

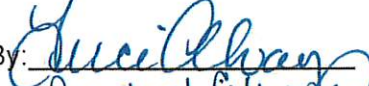
Signed by:
By: Craig Hay
4953FF916CF2472...

Title: Acting General Counsel Date: 2/5/2026

APPROVED BY GRANTEE:

GRANTEE: By: 
Name: Rolf Hechler Title: Mayor Date: 1/28/26

GRANTEE: By: 
Name: Gary Whithhead Title: City Manager Date: 1-29-26

GRANTEE: By: 
Name: Traci Alvarez Title: Assistant City Manager Date: 1/29/26

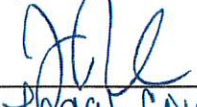
GRANTEE: By: 
Legal Counsel Title: Legal Counsel Date: 1/29/26
Jay Rubin

EXHIBIT A
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: _____ Grantee Official Representative: _____

Grantee Address: _____

Name of Senior Center: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within The scope of the project description, subject to all the terms and conditions of the above-referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

The Total Amount of all Previously Issued Notices of Obligation: \$ _____

The Total Amount of all Notices of Obligation to Date: \$ _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____ Title: _____

Signature: _____ Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025 **PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov**

EXHIBIT B
Request for Payment Form and Certification

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit I**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Senior Center (Name): _____

C. Street Address: _____
(Complete Mailing, including Suite, if applicable)

City State Zip

D. Phone No: _____

E. Grant No: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant

Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year :

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
or Fiscal Agent (if applicable)**

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ALTSD Capital Outlay Bureau Chief

Date

ALTSD Capital Outlay Fiscal Coordinator

Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs MUST be submitted as soon as grantee payment has cleared.

- ____ RFP # _____ (Verify that you are submitting the correct RFP #)
- ____ A-Code _____ (Verify that you are requesting payment for the correct grant #)
- ____ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- ____ Did you include the grant expiration date, and is it a valid date?
- ____ Has CPMS been updated within the current quarter of RFP submittal?

1st Quarter	July 1 – September 30
2 nd Quarter	October 1 – December 31
3rd Quarter	January 1 – March 31
4 th Quarter	April 1 – June 30

____ Verify that "Amount of invoice" and "Amount applicable to this Grant" are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
6/10/2025	ABC construction	\$100.00	\$50.00
E	X	A	M
P	L	E	
Amount Requested this Payment:			\$50.00

Are the following required documents included?

RFPs for equipment, construction, and vehicles

- ____ Invoice (All PRs)
- ____ Proof of payment (canceled check/ACH payment) (All PRs)
- ____ Grantee PO (All PRs)
- ____ Approved NOO

Additional supporting documents for Vehicles (all the above and the following):

- ____ Certificate of Origin (all the above and PRs for Vehicles)
- ____ Odometer Disclosure
- ____ Buyers' Agreement

Please ensure VINs on all supporting documents match.

NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

This is for your use only DO NOT submit with RFP

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: H.2

SUBJECT: Restructure of the City of Truth or Consequences Organizational Chart

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 6, 2026

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The city is restructuring its Organizational Chart to transition to a three-tier management structure. Under this model, Human Resources and Information Technology will be moved under the direct supervision of the City Manager. The Assistant City Manager and the Public Services Director will share an Administrative Assistant to improve workflow efficiency. A new Public Safety Director will oversee the Police Department, Animal Control, Code Enforcement, Planning & Zoning (Support), SCRDA, EMO Project Development, and Grant Application & Management. Additionally, all Joint Utility Departments will be consolidated under the leadership of a Public Works Director. **Please see attached commission memo for further details.**

Recommendation:

Approval of the new City Organizational Chart.

Attachments:

- Proposed Organizational Chart.

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-11-26

City of Truth or Consequences

Commission Memo

To: Mayor and City Commission

From: Gary Whitehead, City Manager

Date: March 11, 2026

Subject: Organizational Chart Update – Comparison of Current Structure vs. Proposed Structure

Purpose

To brief the City Commission on the operational differences between the current organizational chart and the proposed chart developed through the recent restructuring process, and to explain the management, accountability, and service-delivery that the proposed chart is intended to approve in.

Background: Current Organizational Structure

The current chart illustrates a traditional model where the Commission appoints the City Manager. Multiple departments report directly to the City Manager, including Clerks, Finance, Police, Streets, and Utilities. Additionally, it reflects professional services (legal) and service departments that seem to be positioned outside the daily reporting structure, creating potential ambiguity in day-to-day workflow and accountability.

The current structure includes an administrative support function and an Assistant City Manager branch that groups community-facing services and development functions. Operational responsibilities are spread across multiple areas, particularly in public works-type functions, where streets, utilities, fleet, and collections functions are not always represented as a single coordinated accountability line.

Summary: Proposed Organizational Structure (New Chart)

The proposed chart retains the same overall governance model (Public → City Commission → City Manager) and focuses on improving clarity, accountability, and execution capacity by:

1. Strengthening the City Manager's administrative core
2. Creating clear director-level accountability in three primary operating areas:

1. 1) Strengthening the City Manager's administrative core

- Defines direct support and internal services more clearly (executive administrative support, HR coordination, communication capacity through a Public Information Officer).
- Clarifies access for Legal Services for both Commission and administration, while maintaining clear and understandable operational reporting lines.

2. 2) Defining the Assistant City Manager role as the City's delivery hub

- Project Management
- Grant Management
- Grant Financial Oversight / Financial Grant Management
- Program Development
- Airport
- Planning & Zoning
- Codes
- This shifts the City toward an end-to-end delivery approach for projects and grants (application, management, compliance, reimbursement readiness).

3. 3) Creating clear director-level accountability in three primary operating divisions

- Public Service Director (community-facing services) with delivery expectations: Project Development; Grants Management & Application; Project Management; Daily Oversight. Core service areas include Animal Shelter, Golf Course, Library, Parks & Recreation, Swimming Pool, and Civic Center Facilities.
- Public Works Director (new) consolidating infrastructure and field operations: Streets, Electric, Water/Wastewater, Solid Waste, Fleet, and Utility Billing/Collections (revenue collections emphasized). Includes project management and grant application/management responsibilities to strengthen infrastructure delivery.
- Public Safety Director clarifying the police-centered division and support functions: Police Department as the primary function; support functions such as Animal Control, Code Enforcement, Planning & Zoning Support, and other local coordination responsibilities. Adds project development and grant application/management capacity for public safety needs.

Key Differences and Why They Matter

1) Reduced reliance on the City Manager requirement for daily operational control.

The proposed model consolidates day-to-day operations under three director divisions (Public Service, Public Works, Public Safety), improving supervision, performance management, and consistency.

2) Stronger project and grant execution (including financial oversight)

The proposed chart defines project and grant delivery as a managed system, reducing compliance risk and improving reimbursement timeliness and audit readiness.

3) Public Works consolidation (major operational improvement)

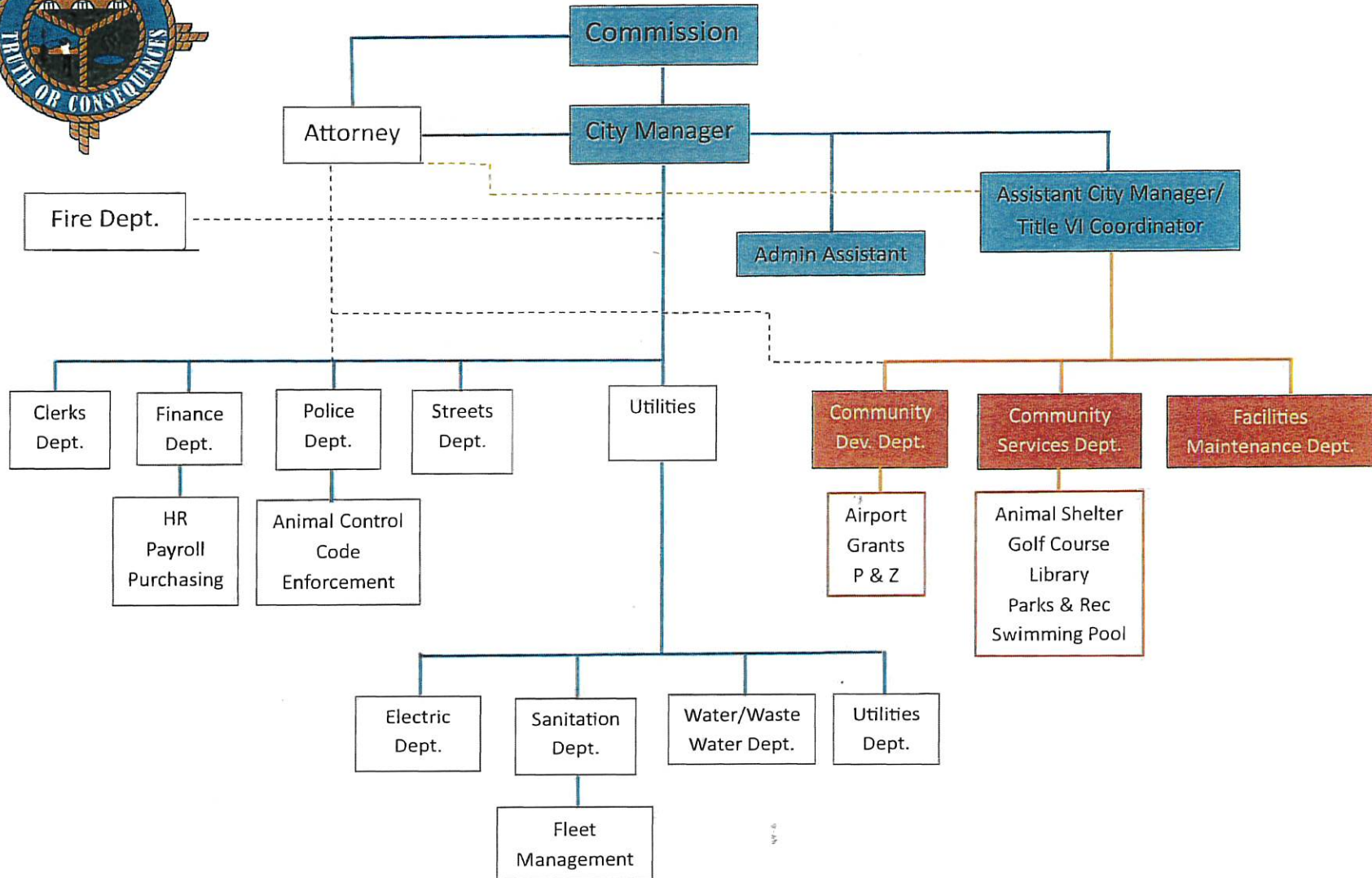
The newly proposed Public Works Director reduces fragmentation, improves coordination across infrastructure systems, and strengthens accountability for service reliability and the delivery of capital improvements.

Newly proposed position titles and job title re-classifications:

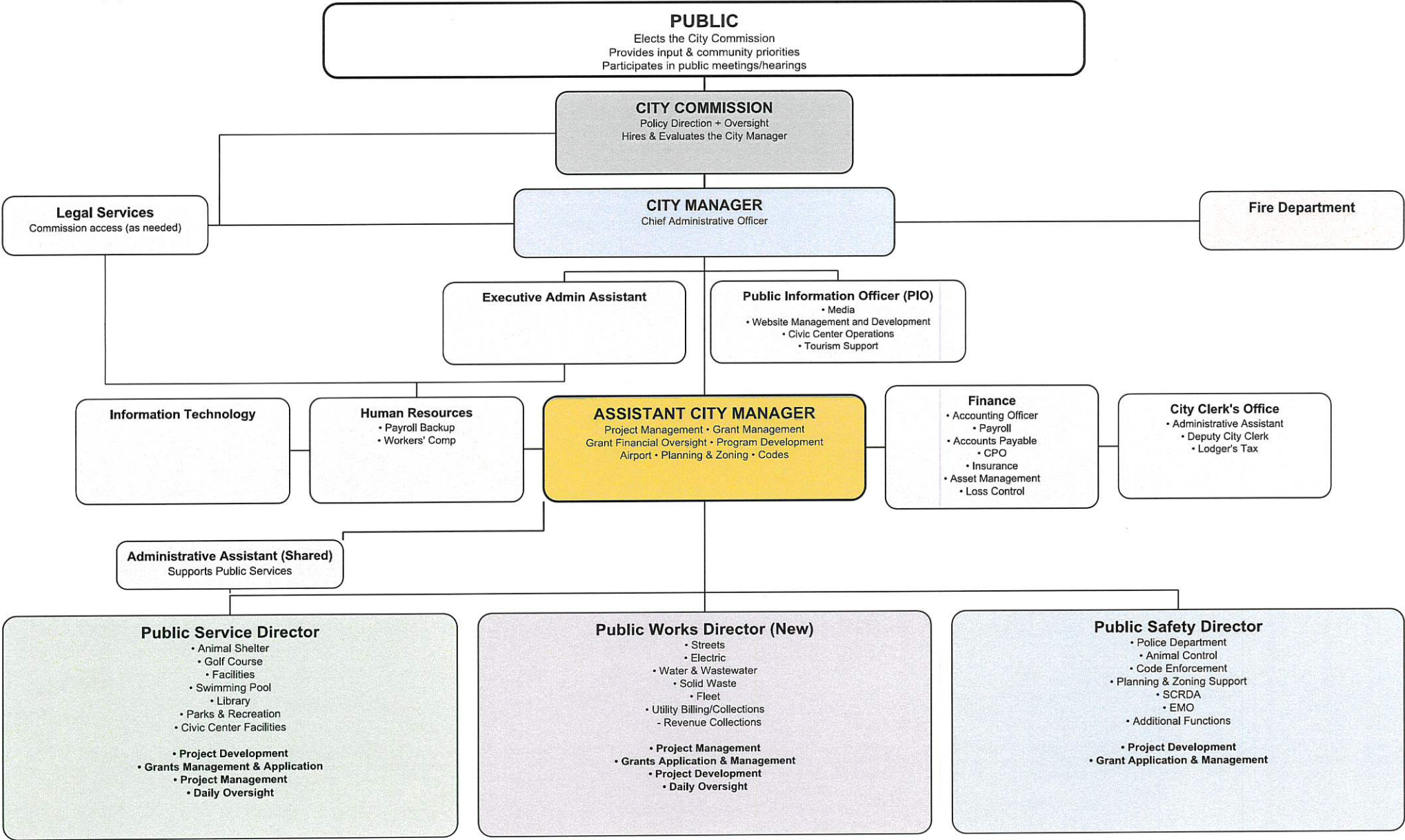
- A. Public Works Director
- B. Electric Department Supervisor
- C. Streets Department Supervisor
- D. Water/ Wastewater Supervisor – remove interim tag
- E. Public Service Director (Currently Community Director)
- F. Remove Facilities Department Head – now supervised by Public Service Director.
- G. Remove Streets Manager – Supervised by Public Works Director
- H. Add Administrative Assistant – Assistant City Manager and Public Services Director.
- I. Re-classify HR specialists to HR Director
- J. Re-Classify Administrative Assistant for PD to Executive Assistant to the Police Chief.
- K. Move IT from Finance office to its own department under the City Manager / Asst. CM.
- L. Move HR from Finance office to its own department under the City Manager / Asst. CM



Current Organizational Chart



Proposed Organizational Chart





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 11, 2026

Agenda Item #: H.3

SUBJECT: Letter of Support for MainStreet T-Mobile Grant
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 6, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Becca Eza, MainStreet T or C Director

Summary/Background:

This request is submitted by MainStreet Truth or Consequences seeking a letter of support for their T-Mobile Hometown Grant application.

Recommendation:

Approve the minutes.

Attachments:

- T-Mobile Grant

-

Fiscal Impact (Finance): N/A

-

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 3-11-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

T-Mobile Hometown Grant

Dear Grant Review Committee,

On behalf of the City of Truth or Consequences, I am pleased to express our full support for MainStreet Truth or Consequences' application to the T-Mobile Hometown Grant Program for the Wayfinding Signage Project.

Since September 2024, MainStreet has partnered closely with the City and community stakeholders to develop a practical and well-designed wayfinding system for our downtown district. This effort has included public meetings, surveys, and multiple opportunities for residents, business owners, and visitors to provide meaningful input. Throughout the process, MainStreet has kept the City Commission informed, presenting progress updates during the design phase and delivering the final draft plan in January 2026. The Commission unanimously endorsed the proposed system, recognizing its value for both residents and visitors.

Truth or Consequences is positioned directly along Interstate 25, with significant daily traffic passing our exits. The proposed signage will help guide travelers to the attractions that make our community unique—our historic downtown, hot springs bathhouses, art galleries, local shops, restaurants, museums, and other cultural destinations. Enhancing visibility and ease of navigation will encourage more travelers to stop, explore, and contribute to the local economy through increased visitation and gross receipts tax revenue.

MainStreet Truth or Consequences has demonstrated strong leadership, collaboration, and commitment throughout this project. The City is proud to partner with an organization that shares our dedication to strengthening downtown and enhancing quality of life for our residents.

We respectfully request your favorable consideration of this grant application and fully support the Wayfinding Signage Project.

Sincerely,

Rolf Hechler
City of Truth or Consequences Mayor