Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

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

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, OCTOBER 8, 2025; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION
   1. ROLL CALL
      Hon. Rolf Hechler, Mayor
      Hon. Amanda Forrister, Mayor Pro-Tem
      Hon. Destiny Mitchell, Commissioner
      Hon. Merry Jo Fahl, Commissioner
      Hon. Ingo Hoeppner, Commissioner
   2. SILENT MEDITATION
   3. PLEDGE OF ALLEGIANCE
   4. APPROVAL OF AGENDA

C. PRESENTATION
   1. Epilepsy Awareness Proclamation. Mayor Hechler
   2. Proclaiming October 2025 to be Domestic Violence Awareness Month. Mayor Hechler
   3. Water & Wastewater Cost of Service & Rate design study Presentation. Dave Yanke/Cari Anderson – NewGen Strategies & Solutions

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS
   1. City Manager
   2. City Commission
   3. City Attorney

F. CONSENT CALENDAR
   1. City Commission Regular Minutes, September 10, 2025
   2. City Commission Regular Minutes, September 24, 2025
   3. City Commission Workshop Minutes, September 24, 2025
   4. Acknowledge Regular Recreation/Golf Course Advisory Board Minutes, June 2, 2025
   5. September 2025 Accounts Payable
   6. Take Home Vehicle Form: Police Department

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 16 25/26 Budget Adjustment Request. Jocelyn Holguin, Finance Director
2. Discussion/Action: Resolution No. 17 25/26 Supporting the Submission of the Grant Application to NMDOT for FY25 EV Infrastructure Grant Funds. Assistant City Manager Alvarez and Bo Easley, Electric Division Director
3. Discussion/Action: Resolution No. 18 25/26 Authorizing Submission of an Application to the NMDOT for FY26 EV Infrastructure Grant Funds. Assistant City Manager Alvarez and Bo Easley, Electric Division Director
4. Discussion/Action: Resolution No. 19 25/26 Authorizing Project SAP 25-J2460-GF Wastewater Plant Improvements. Assistant City Manager Alvarez

H. NEW BUSINESS

1. Discussion/Action: NM Capital Outlay Grant Agreement for Wastewater Treatment Plant Upgrades. Assistant City Manager Alvarez
2. Discussion/Action: Acceptance of the Water & Wastewater Cost of Service & Rate Design Study Presentation and recommendation of Implementation Process. Assistant City Manager Alvarez
3. Discussion/Action: Best Friends Medical Grant Addendum. Tara Manning, Animal Shelter Supervisor
4. Discussion/Action: November and December 2025 City Commission Meeting Schedule. City Clerk Torres
5. Discussion/Action: Approval of the 2026 City Holiday Schedule. City Clerk Torres
6. Discussion/Action: Approval of Purchases $60,000 and over. Jocelyn Holguin, Finance Director
    a. Statewide Purchase Agreement #30-00000-23-00078- with Somos Solar Inc. for the NMDOT Electric Car Charging Agreement. Contingent of approved agreement and NOO.

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 OCTOBER 22, 2025, AT 4:00 P.M.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: C.1

SUBJECT: Epilepsy Awareness Proclamation.
DEPARTMENT:
DATE SUBMITTED: November 8, 2024
SUBMITTED BY: Enrique Jaramillo, Community Epilepsy Advocate
WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

A municipal proclamation would publicly recognize the challenges faced by those living with epilepsy and help mobilize community resources, education, and support throughout November.

Recommendation:

None. Presentation Only.

Attachments:

-
- -

Fiscal Impact (Finance): **No**

.

Legal Review (City Attorney): **No**

.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC Agendas 10-8-2025

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: C.2

SUBJECT: Proclaiming October 2025 to be Domestic Violence Awareness Month.
DEPARTMENT:
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Amanda Bailey, Domestic Abuse Intervention Center
WHO WILL PRESENT THE ITEM: Mayor Hechler

Summary/Background:

The Domestic Abuse Intervention Center is sending a request for a proclamation for Domestic Violence Awareness Month in October.

Recommendation:

None. Presentation Only.

Attachments:

- -
- -

Fiscal Impact (Finance): **No**

.

Legal Review (City Attorney): **No**

.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 10-8-2025

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: C.3

SUBJECT: Discussion/Update -Water & Wastewater Cost of Service & Rate design study Presentation
DEPARTMENT: Community Development
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Dave Yanke/Cari Anderson – NewGen Strategies & Solutions

Summary/Background:
The city procured NewGen Strategies to perform a Water and Wastewater Cost of Service & Rate Design Study

Recommendation:
Presentation and Discussion with Commission

Attachments:

-
-

-

Fiscal Impact (Finance): **N/A**
Click here to enter text.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC agendas 10-8-25



October 8, 2025 | City of Truth or Consequences, NM

WATER & WASTEWATER COST OF SERVICE & RATE DESIGN STUDY

Presented by:
Dave Yanke, President
Cari Anderson, Senior Consultant

NewGen Strategies & Solutions

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AGENDA

1. Purpose
2. Revenue Requirement
3. Test-Year & Capital Funding
4. Water Rates
5. Wastewater Rates
6. Revenue Recovery from Proposed Rates
7. Bill Comparisons

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PURPOSE

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PURPOSE OF ANALYSIS

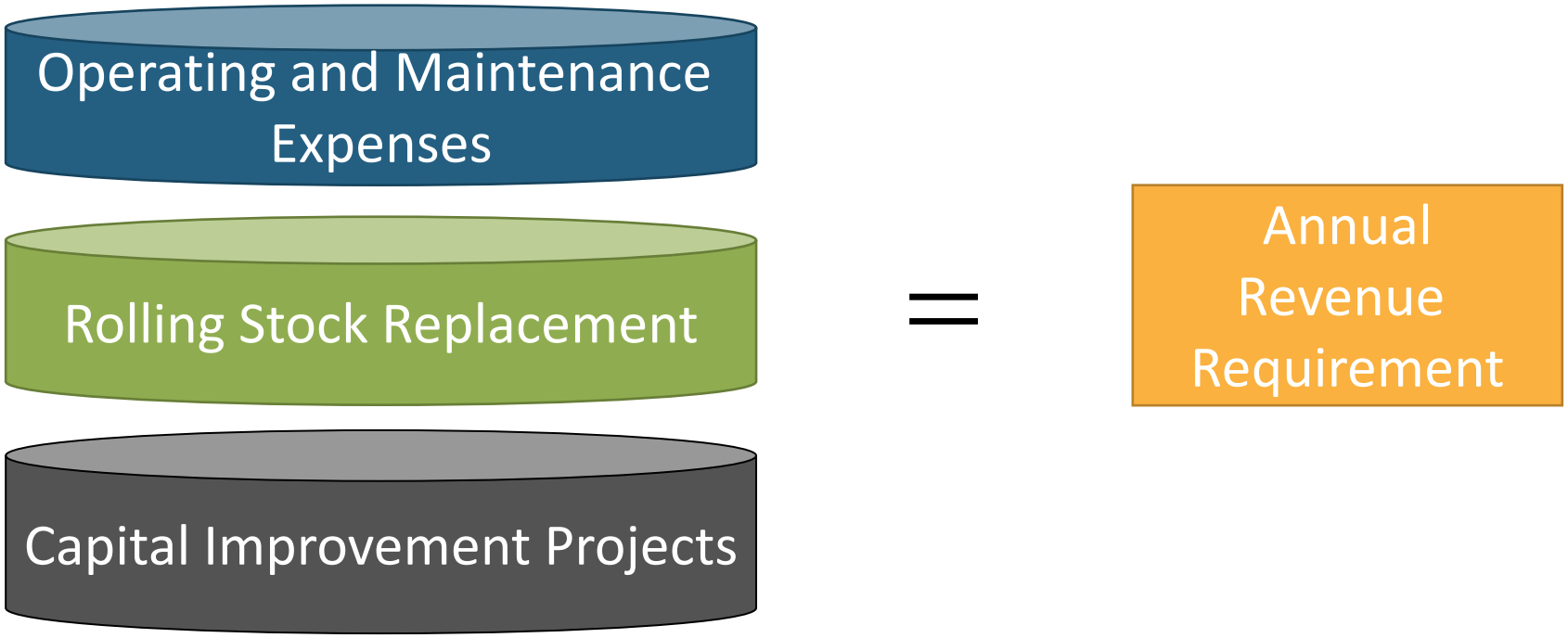
- Develop a four-year forecast of the operating and capital costs.
- Determine revenue sufficiency under the current rates.
- Develop rates that ensure the financial integrity of the Utility.

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REVENUE REQUIREMENT

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WHAT IS THE REVENUE REQUIREMENT



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TEST YEAR & CAPITAL FUNDING

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TEST YEAR - WATER

Description	FY 2026 Budget	Adjustments		Test Year - Water
Water Expenses	$1,953,442	$(372,650)	1	$1,580,792
Existing Debt - Water	-	372,650		372,650
Pay As You Go	-	50,000		50,000
Total Expenditures	**$1,953,442**	**$50,000**		**$2,003,442**
Revenues	**$1,884,600**	**$(1,700,000)**	2	**$184,600**
Water Net Revenue Requirement	**$68,842**	**$1,750,000**		**$1,818,842**

Notes:
1. Existing Debt broken out from transfer to general fund
2. Service revenue to be calculated in revenue reconciliation

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TEST YEAR - WASTEWATER

Description	FY 2026 Budget	Adjustments		Test Year - Wastewater
Wastewater Expenses	1,500,247	(78,239)	1	1,422,008
Existing Debt - Wastewater	-	78,239		78,239
Pay As You Go	-	50,000		50,000
Total Expenditures	**$1,500,247**	**$50,000**		**$1,550,247**
Revenues	**$1,404,000**	**$(1,300,000)**	2	**$104,000**
Wastewater Net Revenue Requirement	**$96,247**	**$1,350,000**		**$1,446,247**

Notes:
1. Existing Debt broken out from transfer to general fund
2. Service revenue to be calculated in revenue reconciliation

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WATER RATES

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CURRENT RATES - WATER

Minimum Bill

Customer Class	Rate[1]
Residential	$19.48
Commercial	$19.48
Industrial	$109.56
WMBG Residential	$19.48
WMBG Commercial	$19.48
City Water	$19.48
City - Landscaping	-
Effluent Water	$26.52

Volumetric Rates

Tier	Rate[2]
Residential & Commercial	
Tier 1 – 2,001-7,000	$3.41
Tier 2 – 7,001-15,000	$3.86
Tier 3 – 15,001-29,000	$4.34
Tier 4 – 29,001-50,000	$4.87
Tier 5 – 50,000+	$5.30
City - Landscaping	$0.74
Effluent Water	$1.43

1. Minimum bill includes 2,000 gallons
2. Rate per 1,000 gallons

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WASTEWATER RATES

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CURRENT WASTEWATER RATES

Base Rate Structure

Customer Class	Rate
Commercial	$14.46
SW Residential Averaged	$14.46
SW WMBG Commercial	$23.98
SW WMBG – Residential Average	$23.98
SW Residential Bathouse	$16.30
SW Bathouse Commercial	$50.09

Volumetric Rate Structure

Customer Class	Rate[1]
Commercial	$5.08
SW Residential Averaged	$5.08
SW WMBG Commercial	$5.08
SW WMBG – Residential Average	$5.08
SW Residential Bathouse	$-
SW Bathouse Commercial	$-

1. Rate per 1,000 gallons

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REVENUE RECOVERY FROM PROPOSED RATES

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PROPOSED RATE SCENARIOS - WATER

Under Current

- "Status Quo"
- Annual CPI adjustment (3%) at the beginning of the fiscal year (July 1)

Scenario 1

Beginning in FY 2027 through FY 2029 (Effective July 1 each year),

- 3% Residential and City, 5% Commercial and Industrial
- Phase-in of meter equivalent rates
- Phase-out of 2,000 gallons included in minimum bill
- 1.25x multiplier on outside customer rates
- Standardize all minimum bills

Scenario 2

Beginning in FY 2027 through FY 2029 (Effective July 1 each year),

- 6% Residential and City, 8% Commercial and Industrial
- Phase-in of meter equivalent rates
- Phase-out of 2,000 gallons included in minimum bill
- 1.25x multiplier on outside customer rates
- Standardize all minimum bills

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METER EQUIVALENTS

Meter Size	Meter Equivalent
3/4"	1
1”	2.5
1.5”	5
2”	8
3”	16
4”	25

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WATER REVENUE RECOVERY – UNDER CURRENT

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	$ 1,639,003	$ 1,688,173	$ 1,738,818	$ 1,790,983
Revenue Requirement	$ 1,818,842	$ 1,976,799	$ 2,036,180	$ 2,097,862
Over/(Under)	$ (179,839)	$ (288,626)	$ (297,362)	$ (306,879)
Cumulative Over/(Under)	$ (179,839)	$ (468,465)	$ (765,827)	$ (1,072,706)

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WATER REVENUE RECOVERY – SCENARIO 1

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	$ 1,639,003	$ 1,818,023	$ 2,008,400	$ 2,085,827
Revenue Requirement	$ 1,818,842	$ 1,976,799	$ 2,036,180	$ 2,097,862
Over/(Under)	**$ (179,839)**	**$ (158,775)**	**$ (27,781)**	**$ (12,035)**
Cumulative Over/(Under)	**$ (179,839)**	**$ (338,615)**	**$ (366,395)**	**$ (378,431)**

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WATER REVENUE RECOVERY – SCENARIO 2

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	$ 1,639,003	$ 1,870,809	$ 2,126,190	$ 2,271,410
Revenue Requirement	$ 1,818,842	$ 1,976,799	$ 2,036,180	$ 2,097,862
Over/(Under)	**$ (179,839)**	**$ (105,989)**	**$ 90,009**	**$ 173,548**
Cumulative Over/(Under)	**$ (179,839)**	**$ (285,829)**	**$ (195,819)**	**$ (22,271)**

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PROPOSED RATE SCENARIOS - WASTEWATER

Under Current

- “Status Quo”
- Annual 5% Rate Increase
- Increase takes effect January 1 of each year

Scenario 1

Beginning in FY 2027 through FY 2029,

- 15% increase on minimum bill and volumetric rates
- Increases take effect at the beginning of the fiscal year (July 1)

Scenario 2

Beginning in FY 2027 through FY 2029,

- 25% increase on minimum bill and volumetric rates
- Increases take effect at the beginning of the fiscal year (July 1)

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WASTEWATER REVENUE RECOVERY – UNDER CURRENT

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	$ 1,133,031	$ 1,189,682	$ 1,249,167	$ 1,311,625
Revenue Requirement	$ 1,446,247	$ 1,526,548	$ 1,579,517	$ 1,951,250
Over/(Under)	$ (313,216)	$ (336,865)	$ (330,350)	$ (639,625)
Cumulative Over/(Under)	$ (313,216)	$ (650,082)	$ (980,432)	$ (1,620,056)

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WASTEWATER REVENUE RECOVERY – SCENARIO 1

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	$ 1,133,031	$ 1,334,766	$ 1,534,981	$ 1,765,228
Revenue Requirement	$ 1,446,247	$ 1,526,548	$ 1,579,517	$ 1,951,250
Over/(Under)	$ (313,216)	$ (191,782)	$ (44,536)	$ (186,022)
Cumulative Over/(Under)	$ (313,216)	$ (504,998)	$ (549,534)	$ (735,557)

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WASTEWATER REVENUE RECOVERY – SCENARIO 2

	FY 2026	FY 2027	FY 2028	FY 2029
Revenues	$ 1,133,031	$ 1,450,832	$ 1,813,540	$ 2,266,925
Revenue Requirement	$ 1,446,247	$ 1,526,548	$ 1,579,517	$ 1,951,250
Over/(Under)	$ (313,216)	$ (75,716)	$ 234,024	$ 315,676
Cumulative Over/(Under)	$ (313,216)	$ (388,932)	$ (154,908)	$ 160,768

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BILL COMPARISON

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SAMPLE BILL (WATER)

		FY 2026	FY 2027	FY 2028	FY 2029
Residential 3/4“					
Volume (gallons)	**6,000**				
Under Current					
Minimum Bill		**$ 19.48**	**$ 20.06**	**$ 20.66**	**$ 21.28**
Volumetric Charge		**$ 13.64**	**$ 14.05**	**$ 14.47**	**$ 14.90**
Total Monthly Bill		$ 33.11	$ 34.11	$ 35.13	$ 36.19
% Change in Monthly Bill			*3.0%*	*3.0%*	*3.0%*
Scenario 1					
Minimum Bill		**$ 19.48**	**$ 20.06**	**$ 20.66**	**$ 21.28**
Volumetric Charge		**$ 13.64**	**$ 17.56**	**$ 21.70**	**$ 22.35**
Total Monthly Bill		$ 33.11	$ 37.62	$ 42.37	$ 43.64
% Change in Monthly Bill[1]			*13.6%*	*12.6%*	*3.0%*
Scenario 2					
Minimum Bill		**$ 19.48**	**$ 20.65**	**$ 21.88**	**$ 23.20**
Volumetric Charge		**$ 13.64**	**$ 18.07**	**$ 22.98**	**$ 24.36**
Total Monthly Bill		$ 33.11	$ 38.72	$ 44.87	$ 47.56
% Change in Monthly Bill[1]			*16.9%*	*15.9%*	*6.0%*

1. % Changes in FY 2027 and FY 2028 are higher than annual percent increases due to phasing out of gallons included in minimum bill.

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SAMPLE BILL (WASTEWATER)

		FY 2026	FY 2027	FY 2028	FY 2029
Residential 3/4“					
Volume (gallons)	**6,000**				
Under Current					
Minimum Bill		$ 14.46	$ 15.18	$ 15.94	$ 16.74
Volumetric Charge		**$ 30.49**	**$ 32.02**	**$ 33.62**	**$ 35.30**
Total Monthly Bill		$ 44.95	$ 47.20	$ 49.56	$ 52.04
% Change in Monthly Bill			*5.0%*	*5.0%*	*5.0%*
Scenario 1					
Minimum Bill		**$ 14.46**	**$ 16.63**	**$ 19.12**	**$ 21.99**
Volumetric Charge		**$ 30.49**	**$ 35.07**	**$ 40.33**	**$ 46.37**
Total Monthly Bill		$ 44.95	$ 51.69	$ 59.45	$ 68.36
% Change in Monthly Bill			*15.0%*	*15.0%*	*15.0%*
Scenario 2					
Minimum Bill		**$ 14.46**	**$ 18.07**	**$ 22.59**	**$ 28.24**
Volumetric Charge		**$ 30.49**	**$ 38.12**	**$ 47.64**	**$ 59.55**
Total Monthly Bill		$ 44.95	$ 56.19	$ 70.24	$ 87.79
% Change in Monthly Bill			*25.0%*	*25.0%*	*25.0%*

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FURTHER RECOMMENDATIONS

- Identify Unknown Meter Sizes
- Consider Consolidating Tiers
  - 3-4 tiers and bigger block increases. We typically recommend 20-30% (1.2-1.3 block differential)



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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, September 10, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

-

Fiscal Impact (Finance): **N/A**

$0.00

Legal Review (City Attorney): **N/A**

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 10-8-25

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

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Finance Director
Luis Tavizon, Chief of Police
Brenden Anglin, Streets Department Supervisor
Jamie Forman, Water/Wastewater Supervisor
Sonya Renfro, Utility Office Manager
Buster Smith, Streets Department Manager
Wyatt Graves, Service Center Supervisor

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Commissioner Fahl moved to approve the agenda with the removal of item D1. Commissioner Mitchell 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:

- This morning, I wanted to talk mostly about the Levitt music series grant. I know that I have talked with all of you about it individually. I'm also talking to everyone in the room and everyone out there in virtual land listening. We are in the running for a big grant to put on a music series that would be free to the public, it would be outdoors and family-friendly, and for the next three years at Ralph Edwards Park; it is a really cool opportunity. We are in the public voting phase of this, and we are up against communities that are bigger than us, but we are holding our own right now. We need the help of everyone to get people to vote. The most simple way to vote is by text, it takes 15 seconds to get your phone out, put the phone number in, and text TorC to that number. I have little brochures, I put some on the table at the entrance as well, I handed some out, if you would like any more, please take some, please share with your friends, your networks, your churches, and any other community groups that you are a part of. If anyone has connections that are out of town, if you have friends and family that live elsewhere, share this with them, anyone in the United States can vote. If we can get people that are out of our community to help support us as well, that's going to give us more votes than we will get just here. Voting ends next Monday, so we only have a few more days, we're halfway through right now, so please everyone, help spread the word, vote by text, tell your friends, and let's try to get this grant for the music series.
- A couple other MainStreet things, we have met and are working on finalizing selections for the curb appeal grants, that was the microgrants that we are giving out to downtown businesses that have a project that's going to increase the curb appeal of town. So, painting, lighting, signage. Either today or tomorrow I am going to notify the businesses that applied and then tomorrow or Friday, we'll put out a public announcement about which ones were awarded grants. You'll see those projects happening this fall. We ask that everyone finish them by the end of November. It'll be a little bit over $10,000 invested in a number of different businesses downtown, specifically in the street fronts.
- Our second concert of the Dancing in the Streetlight series, the mini-series that we're doing in partnership with the city just to see how it works out, it's coming up on September 27th, that's a Saturday, from 6-10pm at the Healing Waters Plaza. Similar to the one we did in August, it's a very casual event. Bring lawn chairs, we'll have a couple of food trucks, we'll have two bands playing: Tequila Nights at 6pm and The Consequences at 8pm. Please plan to attend that and tell your networks about that one as well. I sent you guys the at-a-glance document, so if you have

any questions about other MainStreet things, please get in touch with me. Thank you.

Ariel Dougherty addressed the Commission with comments related to:

- I thank Manager Whitehead for his workaround in adding my original communique on this issue into the public record at the last meeting. Nearly 2,300 National Guard troops from seven states have been stationed in the District of Columbia since August 11th. Why? The District of Columbia, a federal city, originally had home rule. Congress usurped that power in 1870 in part when black men got the vote. For almost 100 years, everything from a textbook to a garbage truck went through Congress. Like, I was a school student there, my textbooks had to be approved by Congress. In 1973, some limited home rule was granted. Yet, Congress can still overrule any city council legislation, which it did like on the marijuana law. DC has *one nonvoting representative* serving in Congress. The president oversees DC's National Guard and has limited 30-day possibility to federalize the DC Metropolitan Police Department. Those thirty days are up today. Do we want guard members patrolling our streets? Actually, in DC mostly they are doing clean-up work, filling in for the reduced National Parks workforce cut by DOGE and Congress. You take an oath of office to uphold the Constitution. I urge you to pass a resolution that supports that commitment, as it applies to our fellow citizens in DC. When one group has lesser rights, we are all threatened. DC is used as a testing ground for extreme actions that cannot be readily, initially applied in other parts of the country. In this case, it is an authoritarianism that stretches way beyond our Constitution. There is no emergency. You may see your role solely as dealing with legislation regarding our municipality, but we are all citizens of these United States. It is not a moment to sit on the sidelines. I would like to see my local representatives – as a way of serving and protecting my rights here – advocate for citizens in DC. I have provided you all a draft which I hope you will consider and pass at your next meeting. I would be glad to answer any questions you may have. Thank you.

Kathleen Sloan addressed the Commission with comments related to:

- I ask that you have a town hall about this electric study. If they followed the packet, it's very scant, this has been going on for a year, year and a half, maybe two years. Cost $500,000 – half a million – that's a lot of money. The presentation is not in layman's terms, I ask that it be interpreted and that the people have a question and answer period. The same company did the 2015 study, they tagged and located all the assets, they did it again, evidently, internally, we're not keeping up with that and we're having to pay a lot of money for that. The presentation has no financial estimates, it gives future scenarios but it doesn't give any clear idea of the state of the current system. That needs to be done, and through the years, the most public complaints I have heard are about the cost of electric bills. Our electric rates have always been higher than the state or the US average as it is today. When you were thinking about selling the electric company, there were five studies done according to a reliable knowledgeable source. I IPRA'd that two or three times, no such copies exist,

you guys didn't get copies of those studies, although the public paid for half of it. So you know, we've really been waiting for four years, since 2021 to figure out what's going on, and especially after a $1.3-$1.6 million emergency purchase of one of the transformers. I didn't see anything in the packet material that indicated whether we need to replace the other 50-60 year old electric transformer. So, there's a lot of missing information. We need, you know, the public has paid and paid and paid. They should get the information in layman's terms. Thank you.

D. PRESENTATIONS:

1. Tech-45 Airport Management Update. Chad Rosacker, Airport Manager

This item was removed from the agenda.

2. Presentation: Electrical Distribution Total System Asset Management Plan.

Willie Lopez and Robert Perea, T & D Services reviewed the Electrical Distribution Total System Asset Management Plan. (Complete copy attached hereto and made a part hereof).

Mayor Hechler: I have a couple of questions. So, my overall impression is that our system really isn't in that bad shape, is that correct?

Willie Lopez, T & D Services Engineer: Yeah, from an electrical standpoint, I would say so.

Mayor Hechler: So even if some of our equipment may be 38+ years old, it still has a value, right, as long as it's functioning. Did you guys make an overall assessment of what the value of our system is or generally could be?

Willie Lopez, T & D Services Engineer: The value assessment that we conducted is a replacement value and that would tell you how much it cost to replace everything on your system brand-new. So it's not an valuation, we did an evaluation and not a full valuation. That would entail taking aging and deterioration into account to get a true value of what the assets are worth.

Mayor Hechler: Do you have a ballpark figure of what our system might be worth if we were ever to consider, for instance, selling it to another entity, or doing something different with it?

Willie Lopez, T & D Services Engineer: I don't have that information on hand right now, no. We have the replacement value.

Mayor Hechler: Which is what?

Willie Lopez, T & D Services Engineer: Around $28 million.

Mayor Hechler: So, if everything was replaced brand-new it would be about $28 million?

Willie Lopez, T & D Services Engineer: Yes sir.

Mayor Hechler: Okay. We have two major transformers right now and we seem to be doing okay, will they be sufficient for the near future? Do we need to have some redundancy or a backup transformer?

Willie Lopez, T & D Services Engineer: For the near future, they are sufficient. It's not until 2045 where we see some capacity that might be an issue. So around that time, in N-1 conditions, you will see some capacity issues, where if you had an outage and it was during absolute peak load, middle of July on a hot summer day, it could overload that transformer.

Mayor Hechler: Okay. But both of them together, we should be fine. If one fails, do you just upgrade that one and we survive on the other one? Well, we don't have to have a third one for another 10 years, 15 years.

Willie Lopez, T & D Services Engineer: Well, I don't know of any co-ops that necessarily have big transformers like that for emergencies. They usually have to rent a mobile transformer from their transmission provider for temporary services or other options that we could look into. But in the near future, your transformers will serve the load until around 2040, I think is where were seeing that issue, where the overloading might happen.

Mayor Hechler: Yeah, the last transformer I think just went for $2 million so it sounds like we made a good investment with that.

Willie Lopez, T & D Services Engineer: 2035, around there.

Mayor Hechler: And just a general question, this might be for Bo more than for you, so when we do the refresh, how much of that vote do we do in-house and how much do we contract out? What are our capabilities when we're dealing with the refresh?

Bo Easley, Electric Department Head: Refresh, what do you mean?

Commissioner Fahl: On his list there.

Mayor Hechler: On the list when we do the refresh.

Willie Lopez, T & D Services Engineer: The recommendation improvements, I think that's what you're referring to.

Mayor Hechler: Yes.

Bo Easley, Electric Department Head: So right now, I'm getting close on replacing the relays on the high side for the North and South transformers. I'd like to start working on the substation on the high side and replacing the underground feeders from the breakers to the hose where it goes out and feeds that circuit. Those aren't very old, but I'd like to start moving forward on it.

Mayor Hechler: And the switches and insulators, can you do that in-house?

Bo Easley, Electric Department Head: No, it would have to be contracted out.

Mayor Hechler: Okay, I'm trying to get an idea of what it's going to cost us, what we can do in-house and what we will have to contract out to take care of business.

Bo Easley, Electric Department Head: When it comes to the substation, yeah, a lot of that is going to have to be contracted out.

Mayor Hechler: Okay.

Commissioner Fahl: Rolf, I don't know if this is the time to talk about this, where we're on the agenda, but to me, most asset management plans we've seen here, all of our inventory, water, or whatever it is, this is what it costs to replace this and that, and the value, like you're doing a financial statement. To me, this is more of a performance asset management plan, this is what we really need to make it work, and how do we make our electric system meet the needs of our consumers and plan for the future more than what our typical asset management plan, I thought that was –

Bo Easley, Electric Department Head: I also thought this could be really good help for us too, when we go out to apply for grants and everything, we have it right here in writing.

Commissioner Fahl: Right.

Willie Lopez, T & D Services Engineer: Like Bo mentioned, the GIS part of it, the electrical model might not be super easy for most people to navigate but the GIS part of it is basically almost another digital twin of your system, and as any changes are made, you guys could then implement those changes right away, and you'll have a full, detailed inventory of your system with pictures, pole numbers, locations, everything. It's projected on top of kind of a Google Earth map, where you can zoom in, and even if you wanted to have it side by side by Google Earth, go to street view, it's super valuable in keeping inventory of your system for moving forward with any type of project.

Commissioner Hoeppner: I just came back from Germany, and you don't see a lot of overhead powerlines in Germany besides on the countryside connecting towns and villages with each other. Back in the day, I heard that above-ground versus underground costs were doubled. I also heard that that is not the case anymore, that it is balanced out, the costs for both sides, that you can choose if you're going above-ground or underground. My question is, when we are doing new neighborhoods, new developments, if we should go with the old system, above-ground, or go underground, if there would be a big difference, especially with power loss and everything in the long run. I hope it would be spaced efficiently, or efficient enough to say we should go underground for future projects.

Willie Lopez, T & D Services Engineer: Okay, so I don't know if it's completely true that they have balanced out in cost. I think underground is still significantly more, but there's give and takes engineering-wise. The accessibility to underground is obviously not very accessible, and then when you have new taps, it could cost more, because you're going underground, you have a lot more equipment. Whereas, if you are tapping into an overhead pole, you just put another pole, tap in with some jumpers, and move along. So there's give and take in terms of underground and overhead. If you have a good portion, let's say you're putting in a new neighborhood and you need to know exactly what it's going to be like and there's not going to be a bunch of taps off of it for incoming stuff, it's a planned neighborhood, underground is a great option for that, and usually *the* option for those types of situations. So it's all, depending on what kind of infrastructure is getting put in place, where it's getting put in place, and also the budget, feasibility, stuff like that, there are sometimes engineering restrictions because you get a lot more losses underground than overhead due to thermal heating. Something that can be overhead with a certain conductor, you might have to double that and run two strands of a certain conductor underground because of the thermal heating, depending on what's in the ground and how deep it's going. There are just different factors whereas, overhead, it's 30 feet in the air, we already know the heat losses to that, where the underground route might require a little bit more engineering in terms of that heat loss to seek capacity. When it's overhead, you could just refer to a chart and know the capacity. There are give and takes, but there still is a cost difference today.

Commissioner Hoeppner: My other point was, why we are growing. We have of certain amounts that we have to buy and everything that is set, and when we are growing because we are still in the desert, and I'm still a fan of solar and wind energy. How would it be here? Could we make up for more pull in the future when we just have solar feeding into the grid to make up for the extra usage? Is that feasible in that regard?

Willie Lopez, T & D Services Engineer: You're asking if solar is feasible on this system?

Commissioner Hoeppner: Yeah, it would be as an addition, as we grow, to make up for what we need more of.

Willie Lopez, T & D Services Engineer: So that requires a feasibility study, a system impact study, and the first thing you need when conducting a feasibility or impact study

is a detailed electrical model, that model will enable you to see the impact of any type of infrastructure tying into that system. It's not necessarily saying that your system looks good so it's feasible, it depends on where it's connecting in, and the model can be an easy way to know exactly what upgrades will be needed to make it feasible. With infinite amount of budget, I mean, anything is feasible, you update the conductor, the feeder breakers, you know, you can make it feasible, it's just a matter of how much money it would cost, or what type of upgrades it would take to get that solar in place. But it is feasible, it would just tell you what would be needed.

Commissioner Hoeppner: For me, it's just the point like you said, with the house, say the house gets that long and there's where it starts to lose power, and we could put a small solar system to make up for it, or level it out; to make up the losses.

Willie Lopez, T & D Services Engineer: Yeah, for sure. During peak loading it would drop that peak loading and increase transformer capacity if you have solar on when all the air conditioners are on, it's kind of cancelling out that load that the transformer is serving, so in that regard, solar is of great benefit, when it comes to desert cities like this, for sure.

Commissioner Hoeppner: So with your study, your model that you created, we can make them more cost efficient to make a study where they could use that model to have sufficiency and everything, so it benefits us in future projects.

Willie Lopez, T & D Services Engineer: Definitely, whether you invite developers to come and build, or you guys get grant money or any other funding to add solar on, you have a comprehensive model to get that study done within a couple of months.

City Attorney Rubin: Mr. Lopez, thank you for coming here today. What I was trying to do is simplify this so I could understand clearly what the plan is, because actually what we're doing later today is voting on this plan. So as I'm understanding this, page three is the summary recommendation.

Willie Lopez, T & D Services Engineer: Yes.

City Attorney Rubin: You have short term, you have midterm, and long term. Now my assumption would be that the rest of the documents here probably would give you more specifics as to what the summary is. That's the basic assumption I'm making, now as I go through this, that was page three, I don't see anything reporting these recommendations on pages four through twelve. It looks like basically there you're talking about study methodology, the study results, etc. But those pages don't really address the recommendations as I'm seeing, is that correct?

Willie Lopez, T & D Services Engineer: The study results, yes sir. That tells you the data that we saw and the recommendations would be our engineering judgement based on the study results.

City Attorney Rubin: So, for the Commission to be analyzing this, I'm assuming what they would be doing is they would be harmonizing pages thirteen through sixteen with your page three summary. Now it looks like thirteen through sixteen is actually the work that's projected to be done. So, page three gives us a summary recommendations, and again pages four through twelve wouldn't seem to address any of those recommendations, so am I correct in assuming that pages thirteen through sixteen is what the Commission should be looking at just to get specifics as to what your recommendations are?

Robert Perea, T & D Services Division Manager, Planning: If I can sir, our presentation is a summary of a detailed report that we've provided. Specific details of recommendations for upgrades would be provided in that report. Just want to make sure everybody's aware of that.

Willie Lopez, T & D Services Engineer: Yeah, so there is a comprehensive report that we did provide, which gives a lot more details, but I would think thirteen through sixteen are still just data that we collected in our analysis. Pretty much all the recommendations are in pages three and four.

City Attorney Rubin: Oh okay. So, I mean, this is my personal opinion, but if I was analyzing the recommendations, I would have to look at the additional data you're talking about, it's not in this presentation, correct?

Robert Perea, T & D Services Division Manager, Planning: Yes sir, there are detailed descriptions of those recommendations in the comprehensive report that we've prepared and provided, and we'd be happy to address any questions as those come up, as you're looking through those recommendations.

City Attorney Rubin: And that's up to the Commission, you know, I just want to make sure I understood what was in front of me and what we should be approving.

Mayor Hechler: Where you're going with this, I appreciate it. So not having the actual plan in front of us, do we feel comfortable approving this? And should it be made public first and posted on our webpages and everywhere else so that people can review it and assess it, and then provide feedback? I don't know if we need to have a subsequent meeting. What are your recommendations Manager Whitehead?

City Manager Whitehead: I would follow that line. Again, the documents we have are in draft form, so the document that I'd received, that we've reviewed, and the electric team has reviewed these documents three times, we've met individually, had an opportunity to address the engineering team with our questions, and we've done so. But again, the intent of the meeting today would be for them to present that and for us to accept the report in their final, this is their final report. For this action item, our options would be to accept the report or take no action and we could present the form, so it would come out of draft form after today and we could have public forum like we do with many things, and actually discuss and see more detail of the items that they've listed.

Mayor Hechler: Okay, that makes sense. So what I'd like to do, hear me out, is if we do make a motion later on, we'll accept this presentation, but I think we should wait to approve the actual plan until we have a chance to look at it. Does that make sense?

City Manager Whitehead: And mayor I would also say that I did not take this document to be a comprehensive roadmap set plan that once we adopt, that's the process that we're going to be in, there are four pages of recommendations. Some that our electric crew will be able to do, and some that have to be bid out. For example, one of them is ultimately a new substation, it's in their plan that even though right now the system is good, I think it would be taking that plan, and your electric team developing a work plan out of it, which is really the nice tool from this document, which is, it's really going to detail short-term fixes that we need to do, midterm, and long-term, and then we would be able to really assess that. So your acceptance or approval of this document, would by no means put us in a set plan where that's exactly the way we're going to go. But you have very good information, detailed information on the system.

Willie Lopez, T & D Services Engineer: And I just wanted to add into that; after a little bit of clarification on that discussion, when building the report, we did really focus on trying to minimize our recommendations to what would impact your utilities at most, in terms of operability, reliability, and performance.

Mayor Hechler: Alright thank you. Well I think you've accomplished what you wanted to accomplish as far as your presentation goes. I think we do want to look at the details of the actual plan, though, just to say that we've done it and have done our due diligence, and be sure we can go forward with it.

Willie Lopez, T & D Services Engineer: Yes sir.

Mayor Hechler: There's no action at this time, as it was just a presentation.

Robert Perea, T & D Services Division Manager, Planning: We appreciate the opportunity to provide support to the City of T or C, we look forward to any further discussions or questions.

E. REPORTS:

a. Police Department Update.

b.

Chief Tavizon, reported the following:

My report is going to be a reflection of the month of August, some of the things that we were able to accomplish or get done:

- National Night Out was on August 5th, it was a great event that was open to the community and the kids, it was a free event, we had a bunch of providers from

our community there for different services, that way the community understands what's available to them. It was nice, it was a pretty good turnout.

- When it came to training, we had members of the department attend an Advanced Crime Scene Investigation training, Taser Instructor training, Managing Police Services, Report Writing - for some of our newer guys just to make sure we're on par with where we should be, Court Room Testimony, DWI SFST Refreshers - The whole department attended that, we also had the invitation of the Sherriff's Department, and we had the majority of the Sherriff's Department attend that as well, so that was a nice, collective training that we had.
- The officers responded to 989 calls for service for the month of August, which is more than it had been, now that fall is in full swing, our call volume will average around the 900's.
- Animal Control had 129 calls for service.
- Motor vehicle accidents, something I'm proud of this month, they went down substantially to 5. So that's always nice to see that, obviously that affects us all with our insurance rates and everything, so that's nice.
- Officers had 17 CYFD referrals, that's children youth and family referrals for alleged abuse or neglect.
- Our School Resource Officer had 5 cases in the schools.
- We've conducted 52 follow-ups.
- Code Enforcement has been working 5 different cases to try and get some abatements done.
- Officers conducted 209 traffic stops, and issued 145 citations. I don't know if that has any correlation to the lowering of motor vehicle accidents, but they were out there making stops.
- We had 11 arrests.
- So far, starting in September, just to get ahead a little bit, none of these crashes were on Broadway or Main, but we did have a pedestrian versus vehicle on Main Street last week, I believe it was, not related to the traffic pattern, it was more inattention of the driver. Being a one-way, they were looking to see if oncoming traffic was coming and not looking to their right where the crosswalk was, and that's where the pedestrian was crossing. I get it, sometimes we're in a hurry and not paying attention, but it is important for us to pay attention to pedestrians, they always do have the right of way, or should have the right of way.
- We did hire a new Animal Control Officer, he accepted the position, so we're just waiting for him to go through the remainder of the process and should be starting shortly. So we are excited to have that fully-staffed and start working on some of these abatements.

Commissioner Fahl: The cases about CYFD, was that an increase from the month before? I thought that was a pretty high number.

Chief Tavizon: So, it is fairly high, school is back in session so some of those referrals come from teachers, so there was a slight uptick. Now whether there's an allegation or

suspicion of either abuse or neglect, and then what the actual findings are could be two different things. It's good that they're reporting.

Commissioner Fahl: That's right, and when school's out we don't know some of those things. I was going to ask, I was all prepared with a question of how are we with Animal Control Officers, and then there you go.

Chief Tavizon: We're excited. He's a great candidate, he's got good experience.

Commissioner Fahl: So will that mean, once he's through with his training, that we'll be fully-staffed for Animal Control?

Chief Tavizon: Yes ma'am.

Commissioner Fahl: Well I bet some people are happy about that.

c. Department Head Reports.

Sonya Renfro, Utility Office Supervisor:

- In the Utility Office, we have a lot going on, as per usual. We've been working on a new step in red tags, we're going to start announcing that in the paper and on our city flier. We're hoping to get away from the red tag where you put one on the door, and we're going to start mailing those out, which will save us having to have a department come, take two people off of their crew, to go and pass out those red tags. We usually have about 50 a week, so there are quite a few.
- I've been going out in the field a lot recently, going to look at water meters and such, I have even drug the city manager and the mayor out with me. And that's great, getting out in the public, getting to know people, letting people know that we actually really care.
- Water increased this month of September, it went up 3%. In July, the sewer did go up 5%. Also, the commercial trash rates went up, I believe it was in July also. So all those increases have been made. We are not fully-staffed, we're still looking for a customer service collection person. We are getting quite a few applications, so hopefully we find someone who's a good fit, who comes in and hits the ground running. I believe that's about it, do you guys have any questions for me?

Commissioner Fahl: With all the increases since the beginning of the fiscal year, how has the response been from the community? Have you been getting a lot of feedback? I'm sure we were trying to get the word out before that, but how has the response been?

Sonya Renfro, Utility Office Supervisor: We really haven't had too many complaints about the rates. We are so far behind on our rates anyways, like the electric went up finally, but that that was after 22 years, and the water and everything. So we really haven't been getting too many complaints about the rates raising. Of course, we'll find

out about water next month, and I'll let you know next time I come, but it's not really a huge increase, it's 3%. And that's just wear and tear.

Commissioner Fahl: And the new Daupler, now that's different from the Daupler reporting leaks? Because it's the same name so I was confused.

Sonya Renfro, Utility Office Supervisor: No, so the Daupler is going to be a wonderful system for the Utility Office also, Jaime actually brought it, she talked to them and everything, and it will allow us to be able to send out text messages to people if the water is off or electricity goes out, if the trash route changes, anything like that we should be able to send out text messages. We have also incorporated text-to-pay in the Utility Office. It's totally self-managed, so anyone can sign up for that and it'll actually send text messages and you can just hit yes to pay your bill or no to skip it, you know. But that seems to have been picking up pretty fast in the community.

Commissioner Fahl: And how does it work again? Can you explain it to everybody?

Sonya Renfro, Utility Office Supervisor: Yeah, so the text-to-pay is just self-managed, you can either call our 1-866-202-2614 number, or you can do it online on our website. You just enter your phone number, the credit card, and then it'll just send you text messages, and if you don't pay your bill, it'll keep reminding you, it's kind of like a firm. The Daupler system, I'll have Jamie explain. But on our part in the Utility Office, any time we have customers come in, we're trying to update phone numbers because we like to have the most updated information possible.

Commissioner Hoeppner: When I'm signing up for the autopay, can I then decide, myself, how much to pay, or is it all or nothing? Could I split it up, before the due date, of course, so I can pay what I have at the time and the rest later? Is it possible to add a custom amount?

Sonya Renfro, Utility Office Supervisor: You absolutely can, we actually have quite a few customers that make two or three payments. If you do it straight through us, there are no fees, it ties into your savings and checking account, and it gets pulled on the day it's due. For that, it is the full amount. Now for text-to-pay, or if you decide to do online or even if you call, it's your choice how much you want to pay. As long as you don't go past your next billing date then everything is good.

Commissioner Hoeppner: Yeah I had a problem, I was in Alamogordo out in Dark Canyon, and I had signed up for autopay, and there was a problem, from one moment to the other, I had $900 deducted and it was an error on their side, and then it took me two months to get my money back. That's why I don't do autopay anymore, I really want to see the amount first.

Sonya Renfro, Utility Office Supervisor: It's such a coincidence you brought that up because we did have an issue like that just last week, where someone would try to pay online and it would pull out three to four payments. Tyler was totally aware of it, it was

their issue, they got it fixed, and they did refund everyone except for the original payment they were making. Now, they told me something like that will not happen again, but we only can do the best that they let us do.

Commissioner Hoeppner: Thank you so much.

Commissioner Mitchell: I did have one question, how much does the customer service position pay?

Alona Niebergall, Human Resources: After the pay study I'm not sure yet.

Sonya Renfro, Utility Office Supervisor: I believe it's around $16, but I could be wrong.

Commissioner Mitchell: I was looking at the general description and it didn't say it.

Sonya Renfro, Utility Office Supervisor: Yeah, and it's just depending experience on that also. We might end up with someone awesome, that's my plan anyway.

City Manager Whitehead: And I'll add a couple of points, the new part of Daupler is an addition to the current system. It's an enhancement that Jamie's been working on and the departments have been working together to bring that fast. The other items, the red tags, we talked a little bit about that, these are all changes that we're trying to make, we'd hope to be working with a customer service person to give Sonya one more opportunity, and as soon as we get them hired, these are the enhancements we want to do, where the customer has multiple ways to pay, we have multiple ways to help. I would say that most of the issues we've been on for the last couple of months is not necessarily that "my bill's a little higher by 3%" but we have a weird reading, a customer goes along really good for four, five, six, even eight months, and then they get a $900 bill. That's the concern, so that's where our customer service person, we're really looking to make sure, and we are putting in processes that would make sure we have a way to help those customers. In two of the cases that we've gone to, we could easily know that it was not a use of water, it was an error in the meter or an error in reading. Just those kinds of things, so that's what this customer service person will do, and we feel like by not having somebody drive around all week to hang a red tag on the door, that when they see it they come in to pay, if we could figure that out, we're going to be more efficient and have more hands on deck to deal with potentially reading the meters correctly, or making sure that if we made an error, we could send somebody. That's a better use of our time to go look at the meter again and see if we didn't read it correctly, let's fix it and not charge somebody. So those are some of the enhancements.

Sonya Renfro, Utility Office Supervisor: And there's one more thing I forgot to let you guys know, we're also doing, I mean we've always been doing deposits, but the amount of the deposits are changing and it's also because of the rates, the prices of the meters, so on and so forth. But the deposits that we've been collecting, hopefully, will help us collect from people who might move or leave or get kicked out of their property, so that's been working really well for us also.

Jamie Foreman, Water/Wastewater Supervisor:

- As previously stated, Notify, which is through Daupler, is live. We're asking all customers to sign up either through the QR code that's been provided on the Facebook page, it's also been provided in the newsletter that goes out, with the link. They can also call and update their phone number at our office, and we'll take their information. The way Notify works is, it's an automated text message, we can go in there if we have any issues anywhere, and highlight an area. It's an automated text message, phone call, or email, your choice, to let you know if there are any issues with any utilities. So we're using it for electrical outages, water outages, changes in trash routes, if streets needs to close a road for some reason, in those instances.
- Right now we're at about 30 leaks in the city. I have crews working Tuesday-Thursday full time on leaks, and then we're doing our maintenance stuff on Mondays and Fridays. That allows additional meter reading on Mondays and Fridays, so that way we can make sure billing gets out.
- For our meter projects: Two is moving along fairly quickly. The building has been torn down. They will have the pitless motor adapter here tomorrow, and they plan on installing the new motor, the adapter, and the electrical, the week of the 22nd.
- Shovel-Ready has been sent out to bid, so we're just waiting on any of those.
- WISPI-1 will hopefully go out to bid in the next few months, followed by WISPI-2 early next year, and critical water lines after that.
- The meter project that allows the AMI meters for a good portion of the city, we're just pending paperwork on that one, and then that should be able to go out to bid also.
- For Wastewater, regarding the vac station project, we are waiting on an RFP for construction and design through engineering. In the meantime, we are still going out there about four times a day to flush lines to maintain the vacuum pressure that needs to be in the lines. We're also going out there and replacing any components in the pits that need to be replaced, as needed. I will stand for any questions.

Commissioner Fahl: How are you doing with your staffing?

Jamie Foreman, Water/Wastewater Supervisor: I have one pending completion of paperwork, and then we will be fully-staffed.

Commissioner Fahl: That's always good news.

Jamie Foreman, Water/Wastewater Supervisor: Yes. I got a new admin last month.

Wyatt Graves, Service Center Supervisor:
At the Service Center, since the beginning of the fiscal year, we've done:

- 17 full services
- Replaced 7 sets of tires

- Had 18 tire repairs

Some of our larger projects:

- We had 3 mowers go down for the Parks Department; we also replaced the primary and secondary clutches on their Polaris Ranger.
- The Golf Course had a larger mower, the drive shaft flew off, hit the radiator, so it took some time to get parts for that. They had a small John Deere tractor that we replaced the cylinders on for that.
- For Electric, we replaced the DEF tank for their digger truck.
- We also had Water and Wastewater's vactor truck in for brakes, air conditioning service.
- Right now at the Service Center, we've got the street sweeper, we're going to replace the rollers on it. We have their 621 loader, replacing fuel lines, and we have all the filters to do a full service, and I also have a trash truck, we're replacing the big long arm bar that picks up the dumpsters. Two of those actually had the same problem, so I've been talking with the folks that sold us those parts to see if that's a common issue they have with that particular trash truck.

Outsourced right now:

- We've had two of Parks' trucks get collision repair, one of them is done, so that's been returned. The other one is being handled through insurance. SWA – Southwest Auto Body is handling that.

Commissioner Fahl: Okay just a second Wyatt, are you saying the Parks Department is out of control? So they have all of those, two accidents, and all that, what the heck is going on over there?

Wyatt Graves, Service Center Supervisor: I am not saying anything. Otherwise, some trainings going on:

- Daniel and myself will be going to El Paso next week, we're going to learn about hydraulics. This is a class that our master tech, Country, has already taken. So he will be at the shop by himself for a couple days.
- Daniel will also be going in for his CDL coming this winter.

Commissioner Hoeppner: I want to say, thank you for your report. It looks like you are getting the handle out of everything, and manage everything, so in the future, I'm looking forward to when parts have to be replaced or anything, that we make them the recommendations. It looks good and I'm happy to have you on board, and moving forward.

Wyatt Graves, Service Center Supervisor: Thank you, and to talk about new things, we did get two new John Deer Gators for the golf course. They're about 5 years old, both of them are used, but they're in really good shape, they're cool units.

Commissioner Fahl: How are you with your staffing now, are you fully-staffed?

Wyatt Graves, Service Center Supervisor: Yes. Still, I want to take some time to see what a third hand might do, just for the quick stuff, the oil changes, etc. That way, the

other two gentleman can really handle the bigger projects where stuff is catastrophic. That's definitely on the back burner, I haven't really had much time to consider a new employee, but that is on my mind.

Commissioner Fahl: I wanted to ask about CDL, and I don't know if this is a questions for you, Wyatt, or for Gary. So, what is the process? I know what the individuals have to go through to get their CDL, it's very cumbersome and expensive, and I was thinking, is it similar to the city being able to get a public pesticide applicator's license, where anybody could just go take the test, but for a commercial one, there's all kinds of internships you have to do, it takes several years, so I was just wondering, I know we have quite a few people on staff that have their CDL, when we send them for that, does it cost the $4,000 or $6,000 for the general public or how does that work?

City Manager Whitehead: The last request we've signed have been for the $4,000. Human Resources and I have not talked about if there's a program we can go through, but it seems that when they take it they have to take the full class.

Wyatt Graves, Service Center Supervisor: Personally, I went through Doña Ana Community College, so I'm unaware of if there's a program specifically for government entities to do that.

Commissioner Fahl: They used to.

Wyatt Graves, Service Center Supervisor: Okay, because when we've gone down there, it's a 7-week program, and that's where I came out of.

Commissioner Fahl: Federal employees have to get CDL's and they don't pay $4,000 for their classes. I mean, some federal employees, not all of course, but there might be one. That's a big investment, so when you pay for them to do that, do they have to sign something in blood that they have to stay here long enough to justify the cost of the CDL? Because that's a lot of money to put into somebody that may be gone within a month. I hope we make wise decisions when we send people for CDL class. Gary should have to go, for one.

City Manager Whitehead: I'd like to.

Mayor Hechler: There used to be a program where you could have a CDL instructor on-staff. They'd go to the training and then train your staff. They still had to go through the training, or through the testing at the state level, but we could train them in-house. I think that might be something we could look into. See if somebody could get that certification, so we could do our own training and then send them off to get tested.

Wyatt Graves, Service Center Supervisor: Yeah absolutely, I'll look into that. Thank you.

Commissioner Fahl: Where do we send them to when they take the class?

Wyatt Graves, Service Center Supervisor: Doña Ana Community College.

City Clerk Torres:

- The first thing I wanted to talk about is our upcoming election. A lot of people get confused on our election, so I just wanted to let the community know that our elections are held through the County Clerk's Office. This year, it will be on Tuesday November 4th from 7am-7pm. On election day, we have our different areas for elections since it is the county-wide one. The one for T or C will be here in the Civic Center. The City of T or C has two open seats available. We have 6 candidates that are running and one write-in. Absentee and early voting will begin October 7th, that will be held at the Sierra County offices at 1712 North Date street, during regular business hours from 8am-5pm. The last day for early voting will be Saturday, November 1st from 10am-6pm and that will also be at the County. Our candidates that will be elected will start their office January 1st, 2026. Their oath of office will be done at the first meeting in January. Usually what I do is I will give them a newly-elected officials packet, that has our Open Meetings Act, the Governmental Conduct Act, and the Governing Body Code of Ethics, and then a bunch of other useful information. We also encourage them to go to the newly-elected officials training.
- I also wanted to give an update that we will have our Animal Ordinance Workshop on September 24th after our regular scheduled meeting. We are looking at around 5:30pm. The public will have the opportunity to voice their concerns, give us their feedback, and then at that time, the Commission will let us know if you are ready for us to take the public hearing and final adoption at the first meeting in October, or we can also extend it to the November or December meeting, or if you think we need more time, we can extend it from there too.
- Of course, we've been doing a lot of Business Licenses, IPRA's, Short-Term Rentals, etc. in our office. Right now we're doing renewals for our Short-Term rentals. They're staggered. How we have it now is, once our inspections are done, then we issue the license, and it's due a year from that date. We would like to change it to where it falls on the same date their Business License is due, since they are required to have a Business License. I think that will be easier on everybody, it'll help them remember, it'll help Tyler on all his inspections as well, so that's something we're looking into. We're going through the Ordinances to make sure that's something that we can do.

Commissioner Fahl: Could you reiterate to the public how the elections will work? I think it's still confusing, you know, running for a position and how that works.

City Clerk Torres: Right now how we do it is, it's at large. So, seven candidates will run, and since we have two positions open, our top two highest votes will be the two that are elected.

Mayor Hechler: Can I ask a question about Airbnb's? So if a person signs up for Airbnb, Airbnb automatically assesses taxes and sends them to the city, is that correct?

City Clerk Torres: Airbnb does, they do the 5%. Right now, they're not doing the 1%. So, most of the people that we have registered that go through Airbnb, they submit the 1% on their own. We're trying to work with Airbnb to see if they can automatically do that 1%. It's not easy, unless we have an account with them, they don't really want to talk to us. But we're still working with a couple people to try to get that established. Despite this, even if they're not registered with the city, we are getting that revenue from everybody that has an Airbnb in the city limits of Truth or Consequences, we are getting that 5%.

Mayor Hechler: And that's Airbnb. Now we know that there are other companies like VRBO and others that are a little more difficult to work with, is that correct?

City Clerk Torres: No, they're actually easier than Airbnb. With VRBO, when they send us a check, they actually give us the address of everybody. Airbnb just sends us a lump-sum check. So, we're getting the revenue, we just don't know who it comes from.

Mayor Hechler: There seems to be some discussion out there that we're not collecting all the fees possible from Airbnb or companies like that. How do you think we're doing or how do you think they're doing?

City Clerk Torres: I think we're doing great, we're getting a lot of revenue from it. Like I said, the only thing we're not collecting is that 1%, we're not collecting it from Airbnb, but the people who are registered are coming in, so we do have a lot that aren't registered, so we're not collecting that 1% from them, but we do get their 5%. So, we are still collecting that revenue.

Mayor Hechler: Thank you.

City Manager Whitehead reported the following:

- We continue to work on the vac station, it's at the top of our list, we recognize how important that is, the engineering document that we had expired in September, so we had to go to a new RFP. We have that, finance is working with Traci to get that new document out and get the engineering in. Our goal there is to use the funds to replace and work on the 51 pits that are a problem. We've already replaced the motors in the vac, we'll be replacing some of the vacuum system, and then we'll be using some of our general obligation bonds to fix one of the streets, Hagen street seems to be the problem within the line, so those three things.
- I had an interesting phone call yesterday from a contractor and a water operator around Corpus Christy, that happened to have read our minutes or saw our meeting and understood we had a vac station, and they've offered to supply us with some help and support. They have another product that's different than Airvac, and their position is that Airvac doesn't control the whole market, and that vac stations work really well in low outlying areas and they said their problems are the same that we're having. So, I've asked them to send me some

information, and they've offered to help, I'm not sure if they were looking for an opportunity to bid on the project or were just being supportive, but it was a very interesting and worthwhile call for my time yesterday, very helpful.

- We've brought you up to speed on this a few times, the Morgan Street project continues, that developer is building rentals, which obviously we need rentals in town, long-term rentals. They have their next four houses going up. One of the challenges there is that we don't have sewer accessible to the next area that they have, so we've been working through that. We did received our preliminary engineering study and it looks like we can do a pretty simplistic gravity feed to a manhole and a system that we have there. We'll be meeting with the property owner next week, so we are invested. They've paid their impact fees, we have a little money in the bank, but it is going to cost us some dollars to extend sewer and get it to a spot where they can hook up the rest of those homes and continue to develop their property. Unfortunately the sewer in that area is all the way across the Morgan Street ditch, so we would have no way to extend a line all the way and get through the ditch, so we're going to have to do something on the side. Every resident has sewer there except for this one particular track.
- As you know, earlier this year, we had entered into a contract with 4x4 Services, Jesse Cole, to be our Wastewater/Water licensure. He is a licensed Level 4 for both Water and Wastewater, and he has his own consulting business. Jesse did have some health issues for a few months and had to step away, but he's fully back in. We've re-engaged with him, and come up with a little different process that we're doing, we're still inside the professional services agreement, but our fee with Jesse won't be as high as it was, but we did make an agreement that we are paying Jesse and that contractor for his licensure. We cleaned that up a little bit, and the agreement would require him to provide us 90-days notice if he needed to step away, so that we would make sure that we could replace that. We do have to have a Level 4 Wastewater and Level 3 Water to be compliant with the Environment Department, and we continue to work through that. Wastewater continues to meet all the testing requirements, but we are, as we've said before, still kind of broken, and we're working on that plan. Hopefully we'll be meeting with Mary Jo and the folks at the Veteran's wall just to talk about the helicopter. Just to remind everybody, we do have a helicopter for that site, a museum piece, but we've run into some snags in trying to get it ready for this Veteran's Day, but we'll be meeting to bring that up and see where we can get.
- Finally, we're going to start, hopefully through today, we've got the pay study in order, we're excited to present that to you, we've got a few big projects we thing we're bringing to the end, we really want to get started on some Planning & Zoning changes. The committee has been working on different little issues with that, so we hope in the next few months to be able to start presenting ideas within the Planning & Zoning code that we potentially need to change. I remind the Commission that one of the challenges I think we face is a process by which we can adjudicate issues that come before us, like if somebody doesn't want to clean their yard, how do we get them there? Right now we're doing that through magistrate, and I have no intention of being disrespectful to the magistrate court, they're doing a great job for us, but their docket is busy as well. So that process

has become timely for both sides, so we will continue working with the police department on finding a new way that we can try to enforce some of the code issues we are having. We'll also be looking at Airbnb and some other things where we can enhance the system. We've looked at the situation and we agree that if you're registered on Airbnb to rent your site, Airbnb is responsible for making sure that you're paying what the city has. That's a relationship between the city and Airbnb. We feel like we're collecting, we just could do a better job of having the addresses, making sure we're inspecting them properly, making sure we get business licenses, and those things, we will continue to work on those issues.

City Commission Reports.

Commissioner Fahl had no report.

Commissioner Mitchell reported the following:

- I just wanted to remind everybody about our Fall Fiesta, it's our first Fall Fiesta we've ever done. It's taking place this weekend Friday, Saturday, Sunday. We're kicking off Friday night with a horseshoe tournament at Ralph Edwards Park, and live music at the Brewery, Tequila Nights and we're going to have our own special Fiesta hat merchandise bar, you can make your own hat, get your Fiesta logo put on it right there, customize it with Rebel Roadrunner who will be hosting that. T or C Animal Shelter is doing a pet parade on Saturday morning at the Healing Waters Plaza, they're also doing an all-day adoption event with Desert Haven's grand opening of their Jones Street Thrift store. We'll have live music on the Plaza all day, games, pie eating contest, scavenger hunt, cake walks, tons of stuff. Saturday night is transitioning into the second Saturday Art Hop. We'll have food trucks along the plaza, Krab Kingz is going to be here, Smoke Shack, and Rusty Roots. Vendors, again, along the plaza, and then Sunday is the bowling tournament at Sidekixx at 11am, and our second gameshow of Truth or Consequences the live gameshow, we are still looking for contestants and you can get tickets online at our website torcfiesta.com and that's what I'm doing this weekend.

Commissioner Hoeppner reported the following:

- It's good to be back. Of course each time when I go home to visit, I come back with ideas and different things, it will develop over time, and I feel with the city manager, we've had a couple of talks and ideas. What I would like for maybe next year is to have a music festival. I was at a music festival as well, and it was pretty much a big fundraiser, it was ticketed, you had to buy a ticket, it was also Friday – Sunday at one location with multiple music bands, but how it was organized was that every city department was there, that means the Red Cross, the Police Department, different departments, and also all the non-profits were there. What they do is everybody volunteers, they are collecting money for the festival and at the end of the festival the profits are divided among all the non-profits and organizations, which helps them to keep going. I think that's a pretty

good idea, to do something like that at Ralph Edwards, where we could have a controlled environment where we could do a ticketed event as well. I think that is something to look into. Then, of course, different ideas when it comes to the parks and planters and stuff like that. But we should look into things like that for the future. With Fall Fiesta, we will also have our afterparty going on again, so we will be indirectly part of it. Next month, we will have the desert glow fest at the Healing Waters Plaza as well. So, I'm glad to be back in action, all rested up and moving forward.

Mayor Hechler reported the following:

- I met with our first Sierra Vista Hospital CEO candidate Shanna Cameron on 8/28, so the way the process works, we spent about an hour and a half with her initially on a virtual interview, and then we invited her for an on-site visit and another two or three hour interview with our mayors and city representatives on 8/28, then we went out to dinner that night to kind of see how they are in a social setting, and talk a little bit more. So, we're going through that process for the second time today, so after this meeting, I go straight to the Sierra Vista Hospital, our second CEO candidate Burt Klein will be here, we'll do the same thing, we will have a two or three hour interview with him and then we will take him out to dinner tonight. Then we'll do it one more time on September 15th with our last candidate. If we don't like any of them, we don't make a selection, we have a good CEO right now that is an interim that will stay here for up to a year. If we are enamored with a particular candidate, we will make an offer. Generally, CEO's for a hospital our size and in this area make about $270,000 a year. So, it's a high-powered job, these are professional folks that we are interviewing, and so it's an exciting process, we are looking forward to it, we have three good candidates, but we already have 10-12 candidates in the hopper if we don't make a selection this time. So, we'll take our time and hopefully find a good candidate that's going to stay with us for a long time. Our hospital is in good shape. We have $13 million in cash on-hand at the hospital. For over 130 days, the hospital can function if we've got no money coming in. We're doing pretty well. The hospital is not to the point where it's self-sustaining. A lot of the money that we have at the hospital is government grants and government funding, that's why our balances are so high, but we're getting closer. That's a good thing for our hospital, it's in great condition, we're looking for a good CEO to handle it and keep us moving in a forward direction.
- This last week, I met with some representatives from Senator Heinrich's office at the library, they were here for veteran's affairs. I talked with them extensively, but my reason for meeting was to extend my thanks to Senator Heinrich for his past support of our water systems and the money that he's given us. We have another $5.2 million in the hopper that we're hopefully going to get next year, so I wanted to extend a thank you out to Senator Heinrich and also make sure that he remembers us down the road when we seek additional funding.
- We received a letter recently from representative Vasquez's office regarding Clancy Street. It seems that we have made the next cut to the house appropriations committee to the tune of $1,092,000 instead of the $1.2 million

that we asked for. But that means we're still in the mix and we're waiting for federal budget approval down the road, and hopefully we'll get that funding for Clancy Street.

- I spent a little bit more time than I should have at trying to figure out a way that we can save that palm tree that's next to the city offices that we have to move for our charging station. So, I've been trying to do some research, as to if we can relocate it. It's going to be pretty expensive to do that, I called several nurseries in Las Cruces, and none of them do it anymore, so I don't know if we're going to be able to relocate it. I'm talking with a professor at NMSU right now who is one of two authorities that know more about palm trees than probably anybody else on the planet, working with him to try and see what we can do, but my sense is we're probably going to have to remove that palm tree. Although, the pups that are underneath the palm tree, we may be able to relocate. So although we may lose one big tree, we may be able to relocate the small pups underneath which is 3-5 different palm trees that we can relocate to somewhere else. We'll try to do that, and that's been a fun project, I've learned a lot about monocots and dicots and all that kind of stuff. Although they call it a palm tree, it's not a tree, it's actually a grass, so I got a pretty good education from this professor, so it's been interesting and it's been a fun project.

City Attorney Reports:

City Attorney Rubin reported the following:

- I just want to elaborate further on Clerk Torres' report about the Animal Control Ordinance. I appreciate the information you've provided, and I just want to mention, just to try to give the Commission some guidance and maybe even save us some time when we have the workshop on the 24th, I've already gone through the ordinance and I've already written a letter to Mr. Whitehead and also to Officer Knull, just to point out that based on my observations, I think I talked about at one of our previous meetings, I did get some feedback from Officer Knull a couple of days ago, so I'm going to compare his observations to mine. Hopefully I'll have all this organized way in advance of the 24th so you'll be able to really see where we are.

F. CONSENT CALENDAR:

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

Commissioner Mitchell moved 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. 10 25/26 Authorizing the execution and delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement between the New Mexico Finance Authority and the City of Truth or Consequences.

Assistant City Manager Alvarez: This pertains to the application and award that we received from the Colonias Infrastructure Fund, this is for our Wastewater collection system preliminary engineering report. So this is the actual loan and grant agreement process at this time. We received the award of $171,900 in grant, $19,100 of that is a loan portion, and $19,100 is a cash match. Once the agreement is fully executed, then it'll come back to you again, so it'll be about the fifth time you'll hear about this, but it'll come back again on a BAR so we can actually budget that. Then, we'll proceed with the formal services to go out for proposal for engineering services to proceed with this project. I do believe we're looking at potentially not having to deal with the loan, maybe paying that off through our bond funds that we have, as well as the match portion.

Mayor Hechler: That's good. The loan's only a quarter to 1%. Still, it'd be nice not to have that hanging over our heads.

Commissioner Fahl: Well then, we have more opportunity to borrow money later.

City Manager Whitehead: It would be a really low payment for 20 years on $20,000.

Mayor Hechler: It wouldn't be worth the administration, would it?

City Manager Whitehead: No.

Commissioner Fahl: I think that we always need to reiterate, thank you Traci for doing all this and saying that it's come before us before, people think that these things happen quickly, and they really don't, so they say, "Well where's all this stuff happening?" well, here we are, how many months have we been working on just this one thing to get the paperwork in order? I guess people think we wave a magic wand and the money's here and they're already doing construction, but there are so many steps involved that we should always use every opportunity we can to remind people that this is a long process.

Assistant City Manager Alvarez: And this one in particular came to the Commission in February, then again in April, then again in July, and then you see it now, and then you'll see it at the next meeting for the BAR.

Mayor Hechler: That's good though, the importance of this thing is it gives us an end-to-end engineering report of our system, and it's going to set us up for other grants and money down the road.

Assistant City Manager Alvarez: The scope for this PER will require that the PER be done in a manner that is acceptable both through our state NMFA Water Trust Board Colonias, as well as USDA, that way we'll have the option to apply for various types of funds, and they are required in order to apply for the grant funds.

Commissioner Fahl: And going back to the timeline, so after we hire somebody to do this report, then that takes, you know, it doesn't happen in 30 days.

Assistant City Manager Alvarez: No, it'll probably take a good 9-18 months, depending. It'll give us a full system, it's going to be a whole hydraulic model, it'll be putting it on the GIS system, similar to our municipal water system, and they're going to be out there in the field, they're going to have to verify lines and it'll be a long process and that's for the sewer lines, it's separate from the wastewater treatment plant, it's all the collection that takes it all to the plant.

Commissioner Fahl: Thank you for that.

Commissioner Hoeppner: A small comment as well, I see here our 41,000 feet of sewer are in poor or very poor condition. Because I heard that we can now do water and wastewater projects together, is there a possibility because these are already made plans for our water system in the bas areas, when we out map the streets, well I calculated out, approximately it is per foot, $700 a foot including engineering, including repaving and everything, per foot, it comes down to. So maybe we should look into, when we do a water project, to look into the sewer replacement at the same time.

Assistant City Manager Alvarez: Some of it's going to depend on where those lines are, right, for our water system is definitely in the street, but I will tell you, funding does not overlap like that. If I apply for funds for our wastewater system, it won't do a water line and it won't do the pavement, it will do a pavement cut for where that line is, but that's kind of the situation we ran into with McAdoo Street. We tried to formulate that around the MSD plan, we had a funding shortage on the MSD. McAdoo Street got taken out for the water lines, so then the city ended up having to pay for that water line because we had already received the Colonias funding for the street repair, so trying to collaborate multiple funds, if we use McAdoo Street as an example, is not the best idea.

Commissioner Hoeppner: I just want to avoid paving a street brand-new, and then two years later we start cutting it into pieces because of the gas and water lines. I want us to at least try to see what other projects we can do when we are applying for grants so we can try and save some money.

Assistant City Manager Alvarez: It's definitely something we want to look at collaborating, but in having conversations with the City Manager, too, sometimes our water line or our sewer line are in horrible shape, but the street is in great shape. So maybe doing a pavement cut is the right thing to do and not worry about re-doing an entire street and putting those funds there, when we have streets that are in much worse shape. Unfortunately, they just don't always line up.

Commissioner Fahl: I'm sure usually they don't.

Mayor Hechler: I think that makes sense, Mr. Hoeppner, to do that where we can.

Commissioner Hoeppner: Exactly. I'm not talking for the entire WISPI-1 or WISPI-2 project that we are doing it everywhere, it's really a matter of, it's already open, let's invest the extra money.

Mayor Hechler: This report here will allow us to get funding probably 2-3 years down the road, and hopefully by then we'll have our money for our water, WISPI-1 for sure, where we can start making those repairs, and those things are in dire need of repair right away, and we're going to jump into it, I would assume.

City Attorney Rubin: I hope the letter from the finance authority dated June 30th in the packet was very helpful. It sets forth the terms right there in a couple paragraphs, talking about $191,000 funding, talking about a 10% loan of $19,100, and the $171,100 is the grant amount. The loan component is 10 years, with basically no interest, so that made me feel good when I was reading this that they actually confirmed this in writing in the letter.

City Manager Whitehead: My thinking is, it's hard to take a time and say we're going to do all those at this time, because when the city started having water problems, you guys did a tremendous amount of work to raise money to fix a water problem, and you didn't realize all the conditions that come with putting that pot of money together. But I would say, when we get to critical water, which is what we call the steel streets, when we get to the feeder out there, depending on how fast this report comes together, we might be able to find some grant money that could be in the right time to do that. The likelihood, not very, but that project's probably still a year away from being ready to bid, it's close, it could be possible, but the current water projects we have going, trying to put something else with those right now, unless we get there and we find that the sewer line is in bad repair, we might be spending some city money to fix things that we say, "Well we're here, we better do that." I think that's more of a realistic situation. I think we're going to see a lot of that as we manage these projects for the next 18 months. I think we're going to have lots of those opportunities.

Commissioner Fahl moved to approve Resolution No. 10 25/26 Authorizing the execution and delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement between the New Mexico Finance Authority and the City of Truth or Consequences. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. **Discussion/Action: Resolution No. 13 25/26 Budget Adjustment Request.**

Jocelyn Holguin, Finance Director: This is the correction from last week. Last Commission meeting, where we had the error from the electric vehicle infrastructure grant project. The correct amount is $641,341. This is 100% refundable project, so we're included in the budget adjustment. The portion that will be coming out of the electric department, that way we won't have to come back for another budget adjustment, it's all in place, and once we get the final documents that have been signed by DOT, then we'll submit it to the state for approval. I stand for any questions.

Commissioner Fahl: I don't have any questions.

Jocelyn Holguin, Finance Director: Well thank you for catching that last time.

Mayor Hechler: Good catch.

Commissioner Mitchell moved to approve Resolution No. 13 25/26 Budget Adjustment Request. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. **Discussion/Action: Accept an Application for a Local Economic Development Act Agreement and Approve Resolution No. 14 25/26 Authorizing the City of Truth or Consequences to enter into a Project Participation Agreement with Love's Travel Stops & Country Stores.**

City Manager Whitehead: In your packet, you will see the work that we put together over the last month. Love's Travel center has been working to get here for quite a while, they've made several presentations, we've been supportive of that project along the road. When we got down to the final real conversation about extending electric, the cost to do so was significantly higher than Love's anticipated, so they asked us if there were any incentives or rebates, anything at all that we could do, so we went to work in close concert with Jay to look at the legalities of what we have on the books. We do have the LEDA ordinance which does allow us, by state statute, to make an investment into enterprises, private businesses, based on their opportunity to improve the conditions in the community. So in this case, our rebate program has language that says we could offer a 20% rebate to a large user for all their utilities: electric, water, wastewater, and sewer, for 18 months, provided that they have 8 full-time jobs, or up to 400 hours of annual work. So we used that language to also add to the LEDA agreement, or the request that they've made, to say that if they will agree to at least have 8 full-time jobs, meet those requirements, we would propose to offer them a benefit through LEDA (Local Economic Development), and then the same conditions would exist to then grant them the 18 months rebate on the utilities. So what we've proposed, the electric cost, and I apologize, the presentation you received on one of the quotes for the utilities did not quite come through on the presentations, I think I handed everybody one of those. We have an estimate, it's in the

packet, it just didn't copy well through there. The overall costs to put the utilities from the west side of I-25, that's where our three-phase power ends, we have the service there, that's where it terminates, to run the line from that point to their site, we have an estimate of $240,000. That's the total package, the quote that I've given you, we think it's going to be right at $150,000 to run one phase of the line, which Bo from the electric department would like to contract that out. That's working live, it's significant work, it's in a rough area, it's a lot of poles, so we would contract out a line that runs from our termination point due West to a termination point, and that's going to cost about $150,000. Then, our local crews would pick up from that point and run all the way to the transformer on their property, and that estimate was right at about $89,000. In the proposal for our portion of the work, we included an estimate for labor and we included the transformer. Our utilities director has indicated that in the past, we have provided the transformer at no cost to businesses. Again, they can't have utilities without the transformer, I equated it to getting a cell phone for free, and then we're delivering. So we think, again, Love's will be a large user of our electric, and they'll be contributing significantly to the system. Our proposal, using the LEDA grant would be that we would give them a $13,000 credit for the labor and the equipment portion of our line installation, and we would provide them the $31,000 transformer. So that would give them about a $45,000 immediate credit for installing, so they would pay us just under $200,000 for the installation of their portion of the line. That's a number they seem to be comfortable with, but it still would cost them $200,000 to do that. So that's the LEDA portion that we're asking for permission to do, grant them those two things, the LEDA would allow that, the second part would then be to use the ordinance that we have, 2-245, which would allow us to provide them an 18-month credit on their utility bills. I did some analysis, they sent me utility bills from both their Sunland Park operation and their Belen operation. They run somewhere between $7,000 and $11,000 a month in utilities at both of those places. Our utility bills at a couple of our large producers here are consistent within those numbers, so they would end up with approximately $2,000 a month credit. Our proposal here would be that they would actually receive a credit on their bill, so we're not going to try to track is, we're not going to set aside a reserve, the act requires that if they leave within 36 months, they have to repay us, so our agreement would require that we would be made whole for that 20% rebate if they leave. You never know what's going to happen, but this is a large corporation with multiple sites across the United States, and them leaving in 36 months with the amount they're investing doesn't seem reasonable. The two final actions, we have impact fees that we charge for every developer, every homeowner that comes in pays an impact fee for every water apparatus that they put inside their home, it's $150 per unit. Love's has agreed to put $100,000 water line for us, so our WISPI-1 project has a water line extension from the tanks, it's going to move all the way through town but it starts there, Love's is going to put that line in for us, they have already started working, so that's included within their road development. They will improve the road, and so that they're not putting in a water and sewer line, they're going to do those items. So that's $100,000 estimate from our engineers, so we're proposing waiving the impact fees for them in lieu of the $100,000. Their impact fees would be somewhere between $6,000 and $10,000. We're getting $100,000 line, it's consistent with that program, it can be used to expand capacity, so we would use the impact fee rebate there, and then finally, we would draft an agreement that would allow them to accept any tap fees that we would have off of the

sewer line; they're running a sewer line all the way from their plant down to Kopra Street, that's a completely undeveloped area, they're paying for that as well, but then in the future, if the developer decided to put a subdivision in or do some additional work, and then new homes had to hook up to that sewer line, Love's would then get a credit back against the money they spent, to put the sewer line in. That's consistent within the regulation we have, we have rules that allow that. The proposal before you today is to grant them those four considerations to effectively say that this is what we're willing to invest in them coming here, in the opportunity for 8 jobs, over 400 hours of work, and I would remind the Commission that we did not and have not considered any of the gross receipts tax that this is going to bring into this particular issue, so that's a secondary benefit to us. The utility, our electric revenues will rise, also our gross receipts tax. With that, I'll stand for any questions or any presentations you might have from our attorney.

City Attorney Rubin: I appreciate that, Mr. Whitehead, let me just add a few things from a legal standpoint. As Mr. Whitehead points out, we already have an ordinance called the Local Economic Development Plan Ordinance. What that ordinance does, and this is set forth in your packet, we adopted by reference, the state statute, the Local Economic Development Act, so we've adopted that, now what does that mean? So really, what was required was that Love's has submitted an application, and the application has set forth the benefits that we would be receiving so that we would consider what they're asking for. The application, also needs to set forth what they're asking for, which I think Mr. Whitehead has already done a good job explaining that. So I think really what we're talking about, the action that we would be taking today is, there's a letter in your file from Love's dated September 5th of 2025, it's very brief, and again, it talks about the four different things that they would be providing to us, and what we'd be giving in that exchange, so I think what we'd be doing today is approving the application set forth in the September 5th letter. Is that your understanding?

City Manager Whitehead: That's correct, we would be accepting the letter as the application.

City Attorney Rubin: And we would be approving the actual application, I think is what we're doing. And then I think the second part is, there's also a resolution in the file that actually references a project participation agreement. Correct me if I'm wrong, but I think we'd be approving the resolution to allow us to go forward with the project participation agreement. We have a draft in the file, but that may not necessarily be the final draft. So I think we'd be approving the application and the resolution.

City Manager Whitehead: That is correct. The action of the resolution would particularly earmark the items that we've listed as the only items that would be available within what they've requested and how the structure of the deal would be created with the items that you approve today.

City Attorney Rubin: In fact, the draft that we have actually even goes so far as to even say that. So, yes.

Commissioner Fahl: I wanted to just say that I think in the past, the city has used the LEDA before, I think they even used it for the brewery.

City Attorney Rubin: Yes.

Commissioner Fahl: It's certainly an excellent tool for cities to help with economic development, and I think that's a good thing. What Love's is willing to do to work with us is outstanding, and I think besides the benefit to Love's, we as a community, as the Commissioners, need to – the advantage is to us for the long-term to have those utilities over on that side is only going to help us grow. I think those two things are a big benefit. My sons, who tell me all the time what I need to be doing as a Commissioner, they've been telling me for a long time to have a truck stop here that is big enough for even our local ranchers with a long gooseneck trailer, it's really hard for them to get in to get fuel. Having that ability, just that alone, I think will be a benefit to our community. What Love's can do to enhance our community financially and the jobs that they're going to bring is going to be a win-win situation for us. I don't see anything detrimental in approving this, that's my opinion.

Commissioner Mitchell: I agree.

Mayor Hechler: I appreciate your discussion on the letter, it outlines everything that you've asked for and that you've outlined, so that covers us.

Commissioner Fahl moved to accept the application for a Local Economic Development Act agreement and approve Resolution No. 14 25/26 authorizing the City of Truth or Consequences to enter into a Project Participation Agreement with Love's Travel Stops & Country Stores as presented. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Action: Series 2025 General Obligation Bonds.

Mark Valenzuela, Bosque Advisors, LLC presented.

Presentation attached hereto and made a part hereof.

City Manager Whitehead: We'll finish the presentation at the next meeting. We are working diligently to outline and have a complete road map of every project that we're earmarking general obligation bonds for in those categories: streets, water, and wastewater. So you'll hear us talk about where we'll use general obligation bonds, but we will also present you a complete outline. Myself and the PIO are working right now to make sure that we can get that, so we can have it not only on the city's website, but on

the county's side as well. So when the taxpayers see their bills, they can go see exactly what those bonds are being used for.

No action was taken.

2. **Discussion/Action: Acceptance of Electrical Distribution Total System Asset Management Plan.**

Mayor Hechler: Do we have any further discussion on this?

City Manager Whitehead: I think not. Again, the engineering firm has finished their work, they have presented to us, the document I had was in draft form. I think today they were prepared to give us their final report, so the proper action would be to accept that report that you've paid for, and then instruct us as to what action you want us to take next. I think that public hearings, public meetings, and presentations are in order for that as well.

Mayor Hechler: I like that. I think we'll wait for the final plan to be presented to us, and then we should distribute it, make it available to the public. Perhaps we can have one meeting down the road to introduce that plan, and then we'll do a final approval.

City Manager Whitehead: We absolutely could, but your acceptance of that today would make it a public document, we can do all the work. It would come out of draft form and it would be available.

Commissioner Fahl: I wanted to ask Gary a question about the impact fees and all those costs, the things that we need to do. I don't remember exactly about impact fees, but can we use those for electrical work? Or is it only for water?

City Manager Whitehead: At this point, the impact fees only cover water and wastewater.

Commissioner Fahl: Is that by our choice or by law?

City Manager Whitehead: I haven't gone to look to see how the city put that impact fee ordinance in place, what the concept was. We'd have to go back in time, it's been on the books for a minute and I haven't done that level of research. But I would think impact fees for total utilities system are probable and possible, so we could certainly explore that.

Commissioner Fahl: I just thought for future growth, if we could collect impact fees for, maybe not Love's, but somebody that's tying in and we have to extend the line, maybe that would be another way to recoup some of our expenses.

City Manager Whitehead: And Traci's just whispering in my ear, but she was saying it would require the impact fee study as well. We would review what the opportunities are, and then it would require another impact fee study. And remember, we cancelled the impact fee study because it wasn't necessary for just water and wastewater. The Commission had the ability to say, "We'll continue, we think the fees are fair and

reasonable, our growth is consistent, we haven't seen a lot of growth, so we could do that." But it would then require a study to do so.

Commissioner Fahl: Just something to think about for the future.

City Manager Whitehead: Sure. I would say, as it relates to the study, we're looking forward to accepting, it's a good report, it's a very detailed report, and I think you're going to enjoy seeing it. It's clear, sitting and hearing the presentation, it was easy for me to grasp the concepts, just like he explained, he did a good job with me as well. There are four pages of goals and ideas that they have for repairing the system from easy short-term to mid, like I said in the presentation, so it will provide us a good road map for Bo and I to develop work processes and those kinds of things. I think we're excited about it. I think the GIS portion, Bo just shared with me, he's finally received the digitized copy, and that's going to be significant for us to see all the mapping. So I think you and the public will all enjoy seeing the level of work done.

Mayor Hechler moved to accept the Electrical Distribution Total System Asset Management Plan as presented at the beginning of the meeting with the stipulation that the city is to distribute the final report to the public and have a future public meeting. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. **Discussion/Action: Safety Corridor Implementation.**

Brenden Anglin, Streets Department Supervisor reported the following per agenda item E-1:

- We've been working on potholes and repairs on various streets including Second and Gold, Marie Street, Silver Street. Primarily all the high-traffic areas, we've been trying to get those done and keep on top of them.
- We've also been trying to keep up with sweeping, but unfortunately like Wyatt mentioned earlier, our sweeper had broken down and we are currently looking for parts for it. It's just some simple bearings and rollers so it should be a quick fix, hopefully.

Commissioner Fahl: Is that the leased one?

Brenden Anglin, Streets Department Supervisor: No.

Commissioner Fahl: So that's the one that we own?

Brenden Anglin, Streets Department Supervisor: Yes.

(report continues)...

- We've been partnering with a rental company to secure a sweeper for month-to-month, or depending on what we agree on. Money-wise, hopefully we will get a vacuum sweeper to help suck up the finer dirt in the downtown area. Oru sweeper sometimes leaves smudges, so hopefully it will improve that.
- We're anticipating the arrival of a new water truck, we've been going around in circles with this for two years, but they said it will be here within a week or two, so we are excited for that, we can get roads done a lot quicker and in a safer manner.
- We've also been working on the washouts and things on Turtleback Avenue, also complaints on various streets from the rain that we've had. We've been dedicating two days a week the last two weeks to fixing the roads. The bureau turning on the dam kind of threw a wrench in our plans because we were just going to maintain that section right there and then come back to it, handle the things in the city first, then come back. But now they have to be rerouted completely again.
- We've been working on the safety corridor, which we will present on shortly.
- One of our employees has recently acquired a CDL permit.
- We hired a new guy named Larry; he's doing really well too.

Brenden Anglin, Streets Department Supervisor presented on the Safety Corridor.

Presentation attached hereto and made a part hereof.

Commissioner Mitchell: I have a question on the signage. Are you going to have the flashing signs that are on a timer that say 15 miles during the school day, or is it just going to be a solid posted sign?

Brenden Anglin, Streets Department Supervisor: At the moment it's just going to be a solid posted sign on the intersections of where the school zone will begin. We also have those radar feedback signs that we can add additional messages to as well.

Commissioner Mitchell: Thank you, sorry for interrupting.

(presentation continues)...

Commissioner Fahl: Of course I have comments, but mostly because I live over there and I drive along that whole safety corridor several times a day sometimes, and most people speed on that road. From the hospital, from Ninth, to Date. I'm one of those speeders I would say, 25 miles an hours, I think that's going to be a big change and I would say you probably need to watch that because I'd say everyone drives really fast, 30 or 40, there are no stop signs, and the police don't ticket me while I'm riding out, myself. I would say a lot of people speed on there. They go fast coming down from the hospital through Silver because you get on that hill and you just start speeding that way, on the top of that hill, whatever side street that is, you can't hardly speed because the road turns so much, but reducing the speed and having posted limits is going to be a good thing, but I think that change, for most people, is going to be hard to remember. There is a lot of traffic during

school hours, as we know, but during the middle of the day there's just a lot of traffic on those streets because there is so much activity going on over there. Reducing the speed limit is going to be a good thing.

Brenden Anglin, Streets Department Supervisor: The posted speed limit is currently 25.

Commissioner Fahl: I thought it was 35. Most people drive 35 or 40 mph starting on 9th street and then they slow down for that little jog.

Commissioner Mitchell: There used to be a stop sign at the bottom of the hill and now there's not, you can just go right through.

Commissioner Fahl: And coming down the hill, I'd say from Ninth to Date, and from the top of the hill on Silver until they get to Third Street, there are lots of people that go fast. And I know for a while there, there was law enforcement, especially when people are going to and from school, we would have law enforcement there, but it's busy all the time. I don't know how many signs you're going to put, but you probably need to put more because that's a very busy area. Like I said, after you pass the school and you're going by the hardware store, the road turns a lot so that affects how people drive, but I'd say those other two, that surprises me that you said only 273, I wonder if that's me 270 times on that road, I actually thought it was 35 all these years, and I've lived on that street for 30 years, so I've been speeding for a long time. But I would say I'm not the only one. I just think that getting people to slow down to 25, if you had more flashing lights it would help, because they don't drive 25.

Brenden Anglin, Streets Department Supervisor: Well you did bring up a good point, all the arrows that you see on slide 4, the blue ones are the already posted speed limits, so those are 25. The lighter color blue by the hospital exit on the East side, that one was actually 15 mph and we're going to make that one into a 25 so people that are pulling up there, they can se that the speed limit is going to be this. The red ones are the new signs that will be implemented, so on and so forth with the orange one up there by the roundabouts and by Sidekixx.

Commissioner Fahl: And it was good to have those signs up before school started. Does it say 15 mph during school?

Brenden Anglin, Streets Department Supervisor: It does not currently, but that's one of the things that we're going to do.

Commissioner Fahl: I think that will help. People are really good around school zones but I'd say the rest of the time it's no holds barred and you should probably investigate people other than myself.

City Manager Whitehead: Let me just remind so that it doesn't get lost, we're changing the speed. The speed limit through the zone is 25 and 15. What we generally have is some alignment issues. We have a 15 mph sign that's really misplaced, it's between the

hospital and the nursing home. That needs to be corrected. Primarily what we'd be doing in the safety zone would be just outlining that it is a safety corridor. I would ask the chief to come up and comment on the law enforcement side, so again, we're not looking to add but it could be enhanced enforcement items. If you are driving 35 instead of getting a warning, you might get a ticket, but I'd let the chief talk about the enforcement side. So all we're doing in the zone is clearly identifying the 25 and the 15, making the school zone sign proper and clear, and then enhancing the utilization of the technology signs that the street department has implemented, which is the data. We have one sign that the street department has, the police chief has talked about where we might buy a second one, and we're able to move those every 90 days, so this might be a street on the lower side where we put these to get the same level of data. I would say to the Commission, if you looked at the data, I was encouraged to say that of 21,000 drivers, only 4 drivers drove faster than 40 mph, and nobody faster than that in that particular zone, so those signs seem to have, in my opinion, affected peoples' habits in those areas to at least drive responsibly. We're not changing the speed limit in here, we're just putting some signs in different locations and enhancements, and some things that would at least make people think. I would also to give the opportunity to Buster and the police chief if they'd like to comment on the zone.

Police Chief Tavizon: I'm in full support of this. I did some research, the history behind safety corridors, they're generally done on the state side on state highways, and they're based off of data that they compile, generally reflecting fatalities related to speed. So you might see safety corridors on the interstate, like on I-10 where you have to have your lights on, or whatever the case may be. Those generally are associated with double fines if you're pulled over in that corridor. So the challenge that we've had here in doing some research, is that there's nothing that eliminates a city from being proactive within their own community outside of a state highway, so each community has the ability to designate whatever they feel necessary to be that. But in order to get the double fines, it has to meet at the state level. So unless we're going through a municipal court, at which point we have a little bit more leeway as to what our fines would be. So in this instance here, thank you for warning me that people speed on there. Unfortunately it's something that happens all throughout the city. We have small neighborhoods, Palo Verde for example, that sees an influx of speeders at certain times, maybe when they're coming home from lunch, maybe it's some of the high school students. So the way we try to direct our patrols is based off of data, and luckily the streets department was able to share their speed radar sign with us, so we're collecting data currently on that as to when the majority of the traffic is going through there, at what times the speeds are happening, if there are speeders. If you look at those, the majority of people truly do want to comply. The majority of the population does comply with the speed. You have a few that are out there, and that's just how it is, there are those people that make the choice to do that and go outside the scope of the rules. What this safety corridor will do from our perspective, I will give a directive to my guys to have a zero-tolerance in this zone. So that means if you're pulled over for speeding or anything silly like distracted driving, you're going to get a ticket. We're going to go to court. That's the only way to get any kind of accountability in this corridor. I know it's nice as community members, if we ever get pulled over, that you're able to communicate with that officer and talk him into giving you a warning or whatever, it helps

us out, and I think there's a place for that. But in this circumstance, trying to get this and buying on this, it's going to have to be a zero-tolerance policy on our side. With that, I'll stand for any questions you may have.

Commissioner Hoeppner: I have a quick question about the signage. Regarding the signage for wayfinding, what are our capabilities for doing certain signs in-house? Is It just street signs?

Buster Smith, Streets Department Manager: yeah, that's all we can do in-house is just the street signs, everything else we have to order out.

Commissioner Hoeppner: So, it's outsourced? I'm not just talking about specialized signs with flashing lights, I'm also talking about speed limit signs. Would we be able to do that in-house? Would it be more cost-efficient, or something that would be quicker?

Buster Smith, Streets Department Manager: It's not something I've looked into. The company we use is out of Albuquerque and they have all that set up, where they make them right there. I could look into it and see what the difference is.

Commissioner Hoeppner: I'm just trying to figure out ways where we can do more things in-house that would make things quicker and cheaper.

Brenden Anglin, Streets Department Supervisor: Have you seen the current signs that are up there on the school zone roads?

Commissioner Hoeppner: yeah.

Brenden Anglin, Streets Department Supervisor: Are you talking about something similar to that? Like all around or just the regular signs?

Commissioner Hoeppner: Just stop signs, speed limit signs, just if we are capable of doing some stuff in-house.

Buster Smith, Streets Department Manager: And generally, we keep a decent amount of stock on-hand when we're able to. Maybe not specialty signs, but stop signs, yield signs, we keep in-stock.

Commissioner Hoeppner: Thank you.

City Manager Whitehead: I would say if it was a misunderstanding, the team is fully capable of replacing, standing up a pole, any sign. If we were handed wayfinding signs that were going to go down Austin or something, it would be a project where they would partner with us and we would work with them. So, any kind of sign, we are fully capable, but I don't think we want to be capable of making signs or having some kind of a sign making machine. The way Buster has it set up to buy from a vendor works really well, it's efficient, they're not expensive.

Commissioner Hoeppner: Yeah mostly for the installation as well.

City Manager Whitehead: But certainly, your vision should be that this team is fully capable of doing anything short of on Date Street, which is NMDOT, so if there's a sign on Date Street that's out, they would contact NMDOT and they would come and replace that sign, but other than that, they can do everything, they're good.

Commissioner Fahl moved to approve the Safety Corridor Implementation. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. **Discussion/Action: Approval of proposed City Employee Compensation Study.**

City Manager Whitehead: We're here as agreed, at the first meeting in September, to bring you our recommendation and proposal to implement the comprehensive pay plan study that we've put together. In your packet, I gave you some of what we took as key points from the presentation you saw, what the intention was. As I've expressed to all the department heads, our intention here wasn't to find a way to give everybody a raise, it was to find a way to come up with a compensation package that met standards, markets, was competitive, gave us an edge to be an employer of choice, and that's the challenge that we sent out to the consultants, and they brought forward that plan. In the interim, since the presentation, finance has worked a little bit with us, but Alona through Human Resources, and myself have spent hours going through every single employee, looking at every single dollar, looking at every single recommendation that the consultants made. They've provided us with the base; the base idea behind this study is what we call a payroll calculator.

(See attached presentation on page 14 of all the slides and agenda request form).

City Manager Whitehead: So, you can take a look at the structure, in NE1, so that's non-exempt employees level 1, what this chart would tell you is that the lowest employee that would come to work for the city would earn a rate of $13.25. if you go to NE10, the highest rate that a person could make would be $47.69. That's the range. The reason I point that out is, if you had an employee in the NE1 category, Alona has the ability to take any education, training, experience, anything that person brings to the table, and put it into the calculator, and it develops a number between $13.25 and $18.55 and allows her to then make that employee an offer. They might have no experience, they might come with nothing, then it would be a $13.25 an hour job. They might have a ton of experience, and it could be at the higher end. Then at that point, the payroll calculator would then do the calculations on an annual basis to figure out what the next step is based on their year of service. I talked to you a little bit about cost of living and those kinds of things, again, a cost of living increase would happen through the budget process. We would make a recommendation to you and say, "We think we need to give the employees across the

board a cost of living raise." That would go to the employees and also to the chart, that's what the consultant said. Annual raises would happen through the calculator, and that's the way it would work, so if you're employed at the NE2 level, the calculator would then tell us what that rate would be. How it's relevant to our discussion is, Alona took one more step and put every employee, not only did we look at the consultant's idea of what they thought we should pay based on the market, she put somebody in, in case we didn't have an education, we found an employee that had a master's degree. They didn't have that information, so that employee got another step of compensation based on that. So that's how the payroll study will work going forward. We also asked you when we did the study if we were able to implement the study, we would put together new job descriptions. So we met with every department head once we had assessed the number, once we had decided what we felt like the calculator was going to give us, we met with every department head to review it, and then we asked every department head to take their job descriptions, and take a moment to clean up the job descriptions, tell us what you think it says that we don't need to be doing and what it doesn't say that it should say. Over a week, they had those and presented them to Alona, so we are now in the process of finishing that process. It's a lot of work, and we just couldn't get that to the finish line, but again, those new job descriptions will be done. The second piece was an evaluation process, so you'll see that in this, you saw the evaluation process that Alona has developed, so every employee on an annual basis will have to have an evaluation to then get to that next step in that process. So the department heads will have some work to do there. The third piece that I wanted to add was a continued education, so we've developed a 6-hour process, you can see from the presentation, annually, that every one of us will have to take. Those concepts are, this is where your personnel policy is, these are the items that are important, this is what customer service is, they're all things just to remind the employees of what it means to work for the city of Truth or Consequences. With that, we will move to the presentation of the study obligation.

(page 12 on that same document)

City Manager Whitehead: So, what we did is take every one of those employees, we looked at every position that we had, we've added those numbers, where they had an increase. There will be some employees that will not receive any additional compensation. Their salary range was in-market. Based on some changes, they maybe have been a little above, so they're consistent, but every one of the employees is now inside that highway, we brought everybody up to a standard. I pointed out NE1, we only have two positions in NE1 that we would employ in. Otherwise, everybody is NE2, so realistically the lowest rate you might work for the city would be $14.58 and up. We've moved that. If you'll take a look, we've budgeted $10,495,571 for payroll this year. I had encouraged Jocelyn from finance, we had agreed that we would have Alona put every dollar that she could in payroll, figure out every penny that we needed to add, every raise that would come, make sure that we had enough money put inside payroll so that we could see how it would stack up against this presentation. If you'll remember, the consultants indicated that we would spend somewhere around $240,000 to bring everybody up to a standard and then deal with compression. I always like to go to the bottom line because it's probably the most exciting, if you take a look at the bottom right,

that number is $71,819 which is what it will cost us to bring the payroll study into action within the city. Now, you might ask how we got that low of a number, we did several things. We have had two long-time employees retire, which created some savings. We had budgeted for them, now we're budgeting for a lower number, so we had some cost savings there. You can look and see at the Police Department, there's a $58,000 savings in changing some employees that were part of that in that structure, so there will be a cost savings there as well. In the Streets department, I have one position that wasn't filled. I felt like I was going to have to take that position away, we called it a street sweeper, I thought we may need to take that off the table and make one less employee, but what we were able to do is cut it and make it a seasonal employee, so hypothetically, Buster would be able to hire someone that could work either streets or street sweeping. We really want to get to some kind of a street sweeping process, so we were able to keep it as a part-time position, but that found us $12,000 in savings. If you go down to Electric, we had the same situation, we had a long-time employee retire, so that'll produce some savings by us hiring at a new position versus an older position. The big savings come in Water and Wastewater. In those departments, we had a supervisor position posted for both Water and Wastewater. Both of those positions were $90,000 positions. Currently my vision for that is to run it with our consultant and then one supervisor. Jamie is really running both sides, so we didn't need the other $90,000 job, so we were able to cut that and save a considerable amount of dollars. Right now, with Jamie acting as the interim, we have a compliance and technical position open, and we're not going to fill. If Jamie can't make her level 3, she has an obligation by this year, and something happens for her, she would go back to the compliance, we have to protect her, that's an obligation we have, and then we would hire another supervisor. But if she continues on the track and passes, then we would eventually move that person into the administrative assistant job where they could actually take the compliance part of the house. So we would have some savings there, and then finally we worked through at the Golf Course and were able to readjust, and we had some savings there at the Golf Course. So if you add the savings up against what we have to budget, we are at about $240,000 but by budgeting so much in the final, we have enough cash in the budget to make the payroll system function and make it work. A couple other items I will point out for safety, I did not change the Water/Wastewater director, so we still have $110,000 budgeted. So if what we're doing at Wastewater doesn't work and we need to go hire our own director, we still have $110,000 that we're not planning on using, but it's budgeted, we have the compliance officer budgeted, we have seven employees that we are waiting to fill, and we've programmed the full compliment of health insurance for those, the full family. A family benefit costs the city $25,000 annually for us to ensure a family, so we have seven positions where we have $26,000 budgeted to pay for their health insurance. If someone comes on and doesn't choose to take it because they have health insurance from another provider, or they only want it for themselves, we would see savings. So we have over $270,000 that we think is unspent money within the budget that we have set aside. We feel like we have enough space, we have enough comfort to do so, and we would only need to find $71,000 to implement the plan. At this point, I would stand for any questions you may have.

Commissioner Fahl: Pretty darn creative.

City Manager Whitehead: Well I have one more piece of creativity, but I'll take that.

Commissioner Fahl: Just this part, just this page, to figure out all those details, it was very smart of Alona to put in the budget for every position and always to plan for that because you never know. But having that money already planned for, when you can realize savings, that's very smart and creative to find that, so just that component alone is exciting and it'll be exciting for our staff.

City Manager Whitehead: Well certainly that creativity belongs to the finance team as much as me because again, we did it together, we made that decision, that if we were going to do it we would find a way to put as much in so we understand, so the team deserves that credit. And Alona deserves, she's put a lot of effort into really assessing the challenges that I've asked of her. I dream, I see things creatively, and she's had a smile on her face every time I've said, "Go try this." Or "Go try that." So I really want to publicly thank her, and for us to get here, we feel really confident in these numbers.

Commissioner Fahl: I'm sure it took a lot of time for everybody to sit down and just do all of that.

City manager Whitehead: Finally, how would we find the $71,000, so today what we would ask of you is if you accept our proposal and the plan, this would be implemented, and what we would do then is meet Alona and each department head would meet individually with their employees to show them how they've moved or how they've changed within the compensation highway, what that will be. It's not a negotiation, I accept it, it's not enough. I'm sure we will get people that will say that's not what they expected or it's not enough, but we've done good work, this is a market study, it took into a lot of consideration. So Alona and the department heads will meet, and if you look at this page **(page 13 of the same document mentioned above)** shows you how the payroll calculator would assess the annual increase, so take the top one of a parks worker, if they were a new hire at $16.03, they were here for a year, the calculator would move them to $16.43, that's how the calculator would work with one additional year experience. You can see; so that will lead us into how those increases will go. If you look further down in that document, these two pages are connected **(pages 14-15 on that document)** and we broke everything down so it would be linear. You can see the every department, and then the consultant had things a little bit broken up, but we have connected everything, and if you take a look at an Apprentice Lineman would start at NE4, and as they increase their skill, they just move right along each step, so it's not a guess, we're not going to say, "Well let's put you in this category." Bo would be able to say, "Welcome aboard, we'd love to have you, you're going to start at this pay rate, and if you go all the way through to be the Lineman Crew Chief, here's the structure in which you can." So we've connected every single thing along those lines, horizontally. Vertically, if you look down NE4 you'll see Administrative Assistants for everyone's department is in the same category; so whether you work in the Electric department, Utilities, wherever you work, if you're an Administrative Assistant, you're going to be compensated the same unless you have different skills, different time, or you bring something else to the table. Somebody with a master's degree in public administration working as an admin assistant might make more than somebody who just

started that has no experience, but they will be in the same category, within the same structure. So we worked really hard to create good alignment across all the sections, and finally in this budget, we put in for the seasonal workers as well, so if you approve the plan today, we won't be coming back to you to ask us to give you 10 employees, we found the 10 spots to put seasonals, and then we put seasonals in two categories: NE2 or NE3. If you're working anywhere else, parks, roads, golf course, you're going to be an NE2 so that's what we're going to pay you. If you're a lifeguard because you have to have that additional certification, you're going to be NE3, we created 10 spots to do so. In those, we might actually do 20 part-time employees next year just to give us a bigger pool, but we've also planned for that. We went across, there are a few folks in the Police Department, somebody might say, "Well you didn't take them because they had a study." We've looked at their wages as well, so there are a couple of folks within the Police Department structure that will be getting some adjustments within their pay. Everybody was a part of it, we looked at everything. On the Police Department, to be fair to the chief, NE7 is the pay for a certified officer, it's at $23.41 and in his study, it was $24.75. I've agreed to hold everyone that has been in training or going through to be at $24.75 would be the starting wage, even though this document says it a little bit differently. Then again, if they use the calculator, if he brought in a new officer with five years of experience, it would be higher than the $23, he would get to give them that five years credit for that as well. So here's the annual continuing education program **(page 16 of that document)** that Alona has put together, so you can read through that to see what we would require that they take on an annual basis, and if you continue down, here's your evaluation sheet **(pages 17-19 of that document)** that every employee will have to have in order to get that annual increase. Past that, we have the new job description template that Alona has created, again, we don't have those to present, Commission does not generally review or approve the job descriptions, but they'll all be the same, they'll all have the same format, and then they'll have the input from every department head to make sure they are consistent with how they wanted the department to look. Now if you'll look toward the end of this document, so when we present to every employee, they will get a statement that will tell them what the compensation is and what we are going to do. After this page is the total compensation summary, so we will not be meeting with an employee and saying, "Congratulations you're going from $14.50 to $16.00" we will instead show them exactly what we invest in those employees, here's your hourly wage, here's what medical we pay for you, here's the dental and vision, here's your ten paid days off, here's how all these things stack up so that, really, your bottom dollar is probably $25 or $26 an hour. I know most people need that dollar in their pocket when they get home, but I think it's important that the employees and the public see that we are investing a significant amount of dollars into every employee that works here. $25,000 if a family of four gets insured that we have to pay, so you could make $13.50 an hour and insure four members of your family, and you're making almost $40,000 on that just with the benefits. The last piece, I would say, we will present to you in October, we would like to come with the final analysis, so how would we pay for the $71,000? What we would like to propose, I talked to you when we did the budget, that we wanted to increase an administration fee from the enterprise funds. So currently, the enterprise funds are not charged for finance, they don't pay for human resources, they don't pay for finance, they don't pay for procurement, payroll, an there's no compensation for the work that we do. So we want to present somewhere

between ¾ of a percent and 1% for an administration fee from the enterprise funds that will generate somewhere between $100,000 and $150,000 on an annual basis that would then offset our expenses against the general fund. So the general fund is paying for finance, for human resources, for my salary, and the enterprise funds are not compensated for that, so we think that's an area. In the interim budget I had proposed $125,000 to go to utilities, and I backed that off to $100,000. So this year we're putting $400,000 into operating the utility department, they have to collect their money, so we set that $100,000 aside by not asking for $125,000 in the interim budget. So this is the adjustment and that's how we would present it. That's how we would create the $71,000 and actually it would create more than the $71,000 in that process. That's or presentation and I would stand for questions.

Mayor Hechler: Good presentation, a lot of work went into that.

Commissioner Mitchell: Fantastic job, that's amazing. Kudos to everyone who worked on that, it's wonderful to see, that's one of the major complaints that we've had for years was, "Oh, the city doesn't pay enough money." And my personal complaint was if you have education and further training, you're not getting compensated for it, so I think this is brilliant.

Mayor Hechler: Will the evaluation have any effect on the salary? A successful evaluation or a poor evaluation?

City Manager Whitehead: I would like to think it would; we want to empower the department heads. The department head would have the ability to work with human resources to set a salary to make an offer to a new employee. We would want the department head to say, "This employee is not doing well so they're not going to be eligible." I hope so. You don't think about it like that when you're developing it, we're excited and motivated, and we think we will get good evaluations, but I think that would really be on the department head and human resources to say, "This employee is just not meeting grade." And I hope that the department heads feel compelled to say, "You know what, we're doing a good thing here, we have a good salary, I need good employees." So I hope that's the way it would work, but I don't think that we're looking to make a policy that says if they get below a three they can't have a raise, I think we want to say to the department heads, "It's your department and we want you to have the tools to run it. You have to do these things, and if it's all in order, let's move forward. If it's not, it's up to you to drive that."

Mayor Hechler: Okay, that's a good answer. I agree, I think an evaluation is a development tool, you have to let an employee know how they're doing and you have to be honest about that. If you need improvement, you have to let them know that and you have to identify where you want that improvement. The trick is consistency between departments. You'll have to have a person that kind of oversees that. For sure, it's going to be Alona. So that some manager can't say, "I have all great employees so they're going to all get fours." We've seen that, so we'll have to figure that out, a good way to deal with it.

City Manager Whitehead: All of this stuff is communication and a relationship, really. Over the last six months, we've tried to make sure Alona is in a position where she feels confident to say, "Let's make sure that's consistent." I really want things to be able to be duplicated and I think we've worked well in trying to make sure that we can do that. It'll just have to have that relationship to make sure it goes forward like that.

Commissioner Fahl: I wanted to say that the salary study and this conversation is a tremendous asset for our employees, but I think another two valuable tools are: very accurate and clear job descriptions, and performance plans. We've talked about that a lot as Commissioners. Personally, I think that many places, not the city per se, but there are so many places where people aren't held accountable anymore, they don't have performance plans, and we're setting for mediocre work because we're not making people accountable. A performance plan opens the door for that, and doing it fairly, so if they're underperforming, you can write some kind of development plan to help them get to where they need to be. So if you're underperforming, I'm going to give you a one, well that doesn't mean you're going to be fired, that means we are failing this employee, so how do we help them do better? Then you write that up and give them another year or however long, so they become better employees instead of just chucking what you've done because "Well I don't like you and you're underperforming." I think having a performance plan is really important. But what if you have an employee that is exceeding expectations? Is there any opportunity to give that employee a merit increase because they've gone above and beyond and they're doing all kinds of things that you want to recognize and reward them for doing an outstanding job, is there any way to do that?

City Manager Whitehead: Unfortunately, there's not. I have tried to hold true to say to the staff, "I'm going to stay within the recommendation of the consultant." I didn't want to break apart, so the compensation calculator is the tool that we're going to use. If they do those extra things, and they get training or certain certifications, or they go back to college or any of those things, that information can be put into the calculator and it would give Alona and the department head another number that we could adjust, but they can't just say, "Add another year because I think they're really great." It's just not part of this, we're not going to do that. It's putting them in a category, a line, the calculator is going to give human resources the next number, and it's going to be based on them passing something. On that same point, if your job description says you have to have a CDL, we'll pay for the CDL training because you have to have it, but that doesn't equal a raise. The job requires that, so you're not going to get a bump because you have it, it's part of the job. You could lose your job because you didn't want to go get it or because you didn't have it. So we've found areas like that where we're not going to say, "Oh, well they got that CDL let's give them a little raise because otherwise they'll quit." It's within the calculator and what is outlined in the job description, and we have to stay consistent within that, or it begins to crumble around us.

Commissioner Fahl: Yeah, it has to be fair. Is there a way that you think, not necessarily a merit raise, but if you have outstanding employees, can we develop a process to recognize that in some way?

Commissioner Hoeppner: Like a paid vacation?

Mayor Hechler: I think eventually we could do something like an award program, you give special recognition to certain employees that have done certain things.

Commissioner Fahl: And not years of service so much, but they came up with this way to save us thousands of dollars maybe, or they did something outstanding, it's always good to recognize them. It's too bad we can't do it financially.

Mayor Hechler: I think you're opening up a can of worms too.

Commissioner Fahl: Well, you didn't give that to me, so yeah, you're right. This is exciting for everybody.

Commissioner Mitchell moved to approve the proposed City Employee Compensation Study. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 12:40 p.m.

Passed and **Approved** this **8th** day of **October, 2025**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, CMC, City Clerk

Public Comment – by Ariel Dougherty
at Truth or Consequences City Commission meeting – September 10, 2025

Greetings Commissioners. I thank City Manager Whitehead for his workaround in adding my original communique on this issue into the public record at the last meeting.

Nearly 2,300 national guard troops from seven states have been stationed in the District of Columbia since August 11th. Why?

The District of Columbia, a federal city, originally had home rule. Congress usurped that power in the 1870s, in part when black men got the vote. For almost 100 years everything from a text book to a garbage truck went through Congress. In 1973 some limited home rule was granted. Yet, Congress can still overrule any city council legislation which it did on a marijuana law. DC has *one nonvoting representative* serving in Congress. The president oversees DC's National Guard and has a limited 30-day possibility to federalize the DC Metropolitan Police Department. Those thirty days are up today.

Do we want guard members patrolling our streets? Actually, in DC mostly they are doing clean up work filling in for the reduced National Parks workforce cut by DOGE and Congress.

You take an oath to uphold the Constitution. I urge you pass a Resolution that supports that commitment as it applies to our fellow citizens in DC. When one group has lesser rights we are all threatened. DC is used as a testing ground for extreme actions that can not be readily, initially applied in other parts of the country. In this case it is an authoritarianism that stretches way beyond our Constitution. There is no emergency.

You may see your role solely as dealing with legislation regarding our municipality. But we are all citizens of these United States. It is not a moment to sit on the sidelines. I would like to see my local representative – as a way of serving and protecting my rights here – advocate for citizen rights in DC.

I have provided you a draft which I hope you will consider and pass at your next meeting. I would be glad to answer any questions you may have.

DRAFT

RESOLUTION on the District of Columbia

In exploring this possible Resolution,
Commissioners should discuss the whys of each point suggested.

WHEREAS, the City of Truth or Consequences Commissioners believe that the U.S. Constitution is the basis for our democratic republic and our civil society;

WHEREAS, the City of Truth or Consequences Commissioners, understand that the President under the District of Columbia Home Rule Act of 1973 retains authority over the DC National Guard, section 740 allows, under "emergencies", and for the duration of only 30 days, the President to federalize the DC Metropolitan Police Department (MPD);

WHERAS, the call up of the National Guard in our Nation's Capital is based on a supposed emergency of crime in DC at a time when the US Justice Department data documents crime in the Nation's Capital is at a 30 year low;

WHEREAS, Memphis, TN according to FBI data is the US city with the highest crime rate and is not mentioned as a city to which National Guard should be sent. [FN 1], yet the Tennessee governor has sent troops to DC;

WHEREAS, the National Guard call up in DC and threats by the President to do the same in other major majority black cities run by mayors of color, has significant racial overtones which the City of Truth or Consequences Commissioners find unacceptable and unAmerican;

WHEREAS a major point in National Guard deployment in DC may be directed at youth, studies show such authoritarian police showmanship on searching and questioning youth has a dire immediate and long term negative impact on youth, especially on their education and social engagement;

WHEREAS, the United States is the only democratic nation in which the population of its capital does not have full citizen rights and self-government;

WHEREAS, each member of the City of Truth or Consequences Commissioner swears an oath to the U.S.Constitution and those elected to public office thus have a duty to protect and defend the U.S. Constitution and the rights of residents within their jurisdiction that are being harmed by violations of the constitution;

Now THEREFORE be it resolved that the Commission of the City of Truth or Consequences:

1. urges our New Mexico delegation in Congress to work against any extension bu Congress of the 30 day federalization of the DC Metropolitan Police Department.

2. opposes any extension of any National Guard deployment in Washington and the federalizing of

the DC MPD beyond the 30 days allowed the President as stated firmly in the Home Rule Act of 1973.

3. forcefully objects to the use of any military against citizens in any capacity, as practiced throughout our nation's history, and was the primary reason the Founders did not want a standing army.

4. urges members of Congress and any federal administration to cease using the District of Columbia as a political guinea pig to enforce its political will on a population that does not hold absolute and complete home rule, thereby, in turn, threatening all citizens of the United States.

5. and, encourages our New Mexico Congressional delegation in Washington to rectify the unequal representation our fellow citizens have in Washington DC – **taxation without representation** – and to call on Congress to grant Statehood to the District of Columbia.

[FN 1] https://www.security.org/resources/most-dangerous-cities/

This draft is provided by Ariel Dougherty, a long time resident of Truth or Consequences, and who grew up in Washington, DC: 575.740.5868 ArielCamera@gmail.com

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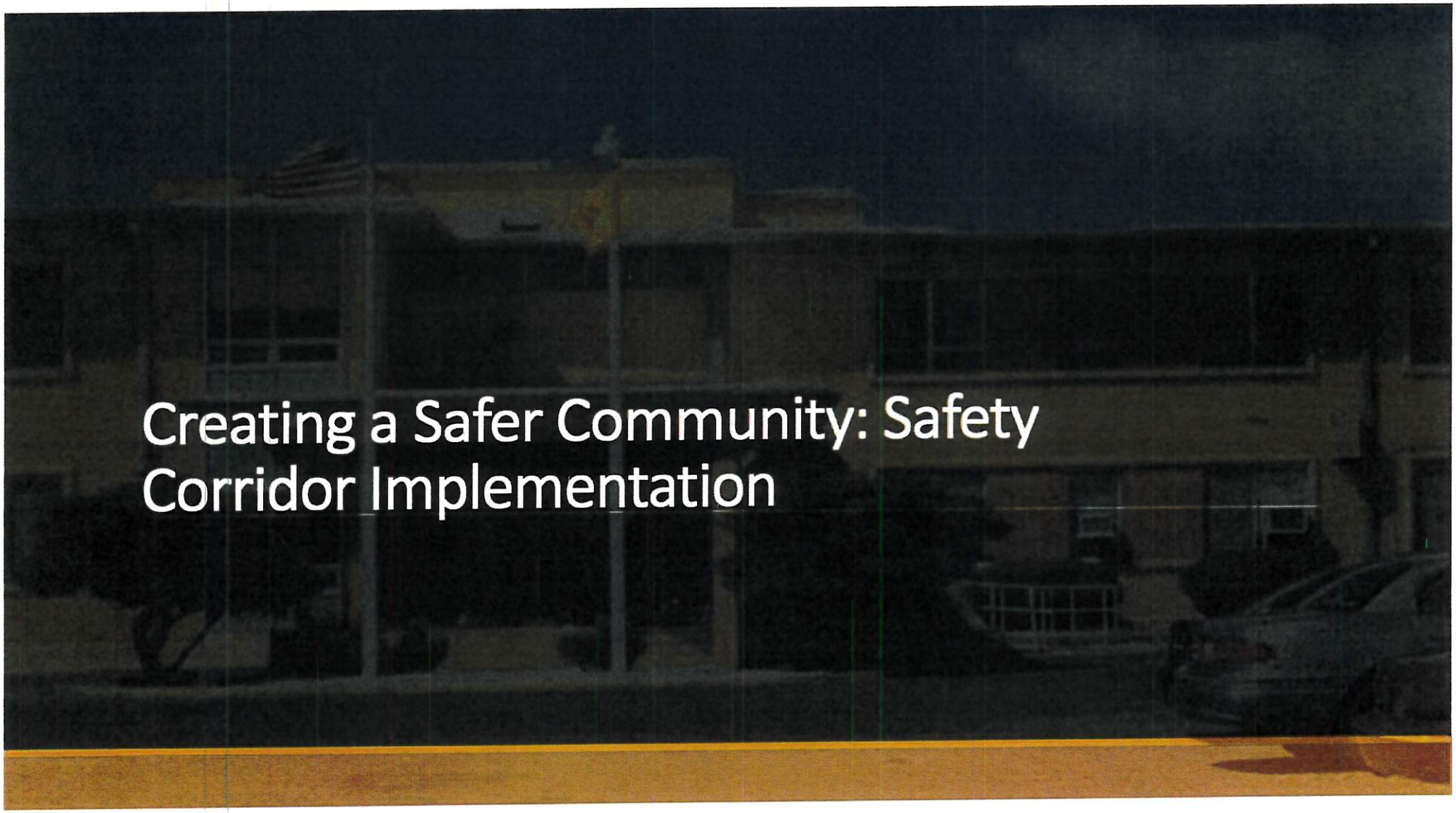
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Creating a Safer Community: Safety
Corridor Implementation

Purpose of the Safety Corridor

Reduce crashes and improve safety near critical infrastructures (hospital zone, fire Dept, Assisted living, school zone)

Support Vision Zero and Safe Streets for All goals.

Prioritize vulnerable road users including pedestrians, patients, and medical staff.

Improve driver behavior in known high-risk areas.



Corridor Overview

Start Point: 9th & date Street to silver street

Path: East on 9th → North on Silver Street → End at smith and date

Total Length: (1.6) miles

Over head image of proposed safety corridor.



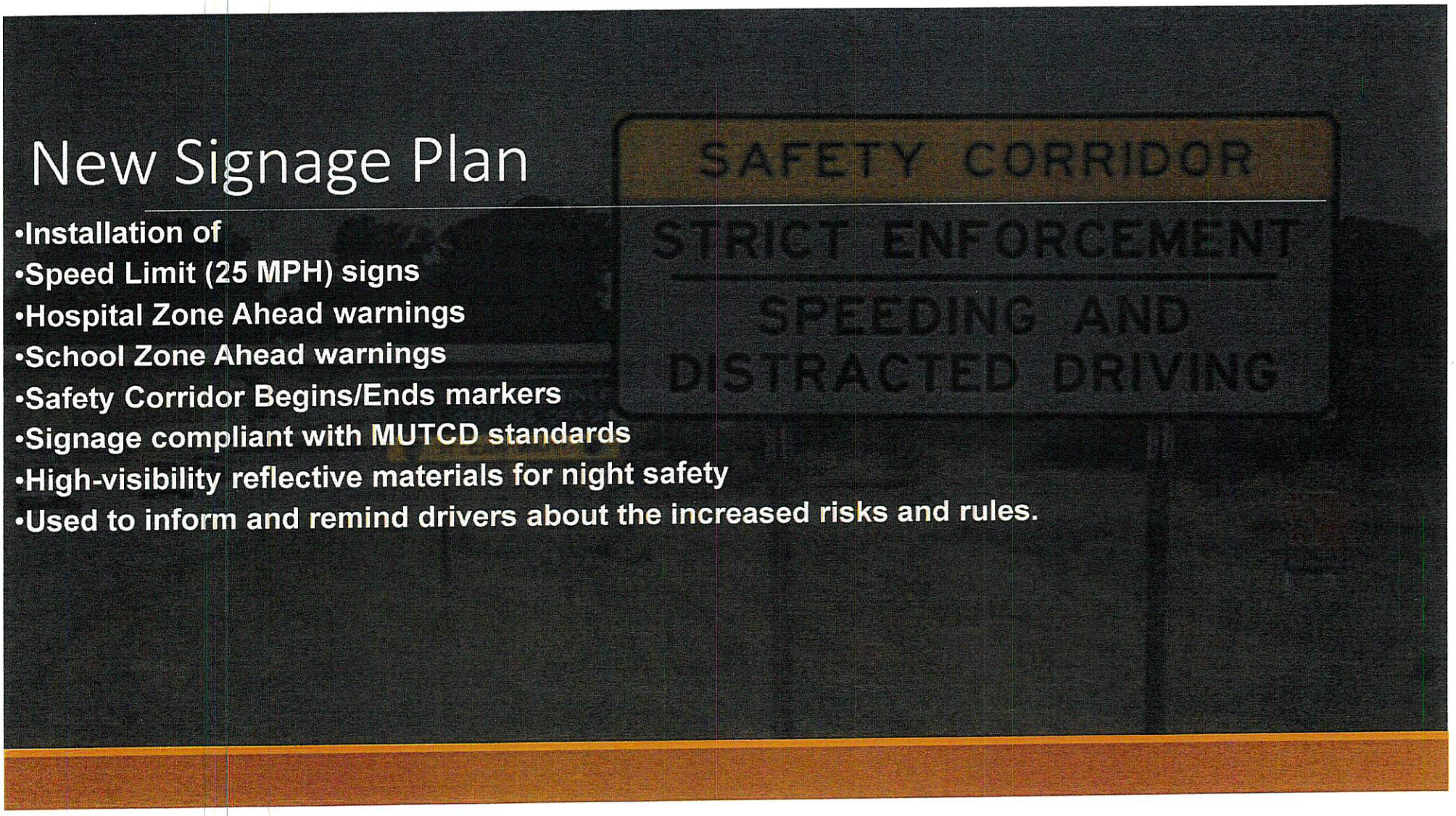

25MPH posted Speed limit
Entering School Zone Speed limit 15MPH between hour 7-4
Radar speed feedback posted here
Radar speed fe
N Silver St
Entering Safety corridor
25MPH fines D
Adding 25MPH sig
25PHM Posted speed sign
25 MPH Fines are double
25MPH Posted Sign
25MPH Posted Sign
Image © 2025 Airbus
Cedar St
Ash St
E 9th Ave

Hospital Zone, Assisted living and school Speed Limits

Hospital Zone, Assisted living, school Speed Limit: 25 MPH from the intersection of 9th and Date to silver. Then from Silver and Smith to Date and Smith, the speed limit will remain 25MPH before and after school hours and 15MPH during school hours and 25MPH during school breaks such as spring, summer, winter



New Signage Plan



- Installation of
- Speed Limit (25 MPH) signs
- Hospital Zone Ahead warnings
- School Zone Ahead warnings
- Safety Corridor Begins/Ends markers
- Signage compliant with MUTCD standards
- High-visibility reflective materials for night safety
- Used to inform and remind drivers about the increased risks and rules.

Safe Streets for All. Alignment

Supports:

- Traffic calming measures
- Equity-based safety improvements
- Community health and accessibility

Encourages **data-driven safety improvements**

Coordination with:

- Local Police Department
- Automated speed monitoring (if applicable)
- Evaluation through crash data and speed studies
- **New Mexico:** Known for implementing some of the earliest Safety Corridors with high-visibility enforcement.





Community Engagement

Public outreach via:

- Flyers.
- Social Media.
- Hospital advertisement
- Public meetings
- Public Information Officer



Importance of Safety Corridors

Safety corridors are critical sections of roadways that have been designated to reduce accidents through enhanced enforcement, improved signage, public awareness campaigns, and engineering changes. These corridors are often targeted with double fines and strict traffic laws to promote safer driving behavior. According to the National Highway Traffic Safety Administration (NHTSA), roadway fatalities exceeded **42,000 in the U.S. in 2022**, with speeding and distracted driving being major contributors. Safety corridors help address these issues: **states that implemented safety corridors saw a 20–50% reduction in fatal and serious injury crashes** within a few years of enforcement. For example, in New Mexico, fatal crashes along certain designated corridors dropped by **34%** after implementation.

The effects of safety corridors extend beyond the road. neighborhoods benefit from fewer crashes, and enhanced pedestrian and cyclist safety. Less roadway trauma also eases the burden on nearby medical facilities. Hospitals located near high-crash corridors often experience surge-level emergency responses, which can delay care for other patients and strain resources.

In summary, safety corridors not only save lives directly on the road but also contribute to stronger, safer communities

Cost and longevity

- **Length**: 1.6 miles
- **Scope**: Signage only (no lighting, barriers, or pavement work)
- **Safety corridor signs** $300 – $700 ea.
- **Signposts & mounts.** $100 – $300 ea.
- **Total cost (signage-only): $6,700 – $8,000**
- **Maintenance** **Every 3–5 years** **Replace damaged signs; clean & inspect**
- **The total length of this project is projected to take one week depending on things such as shipping and availability**

Report period: 2025-05-16 to 2025-08-13

Count By Speed Range

Speed (mph)	Count
1-5	231
6-10	292
11-15	3188
16-20	9017
21-25	6168
26-30	2016
31-35	273
36-40	15
41-45	4
46-50	0
51-55	0
56-60	0
61-65	0
66-70	0
71-75	0
76-80	0
81-85	0
86-90	0
91-95	0
96-100	0
Total	21204

Report period: 2025-05-19 to 2025-08-13

Count By Speed Range

Speed (mph)	Count
1-5	434
6-10	700
11-15	4557
16-20	7158
21-25	3587
26-30	1186
31-35	156
36-40	5
41-45	2
46-50	0
51-55	0
56-60	0
61-65	0
66-70	0
71-75	0
76-80	0
81-85	0
86-90	0
91-95	0
96-100	0
Total	17785

Speed Report

HERE ON THE LEFT IS THE ELEMENTARY SCHOOL ENTRANCE AND THE ONE ON THE RIGHT FACING SMITH STREET DATA WAS GATHERED FROM THE RADAR SINGS 3 MONTH REPORT

BRENDEN ANGLIN

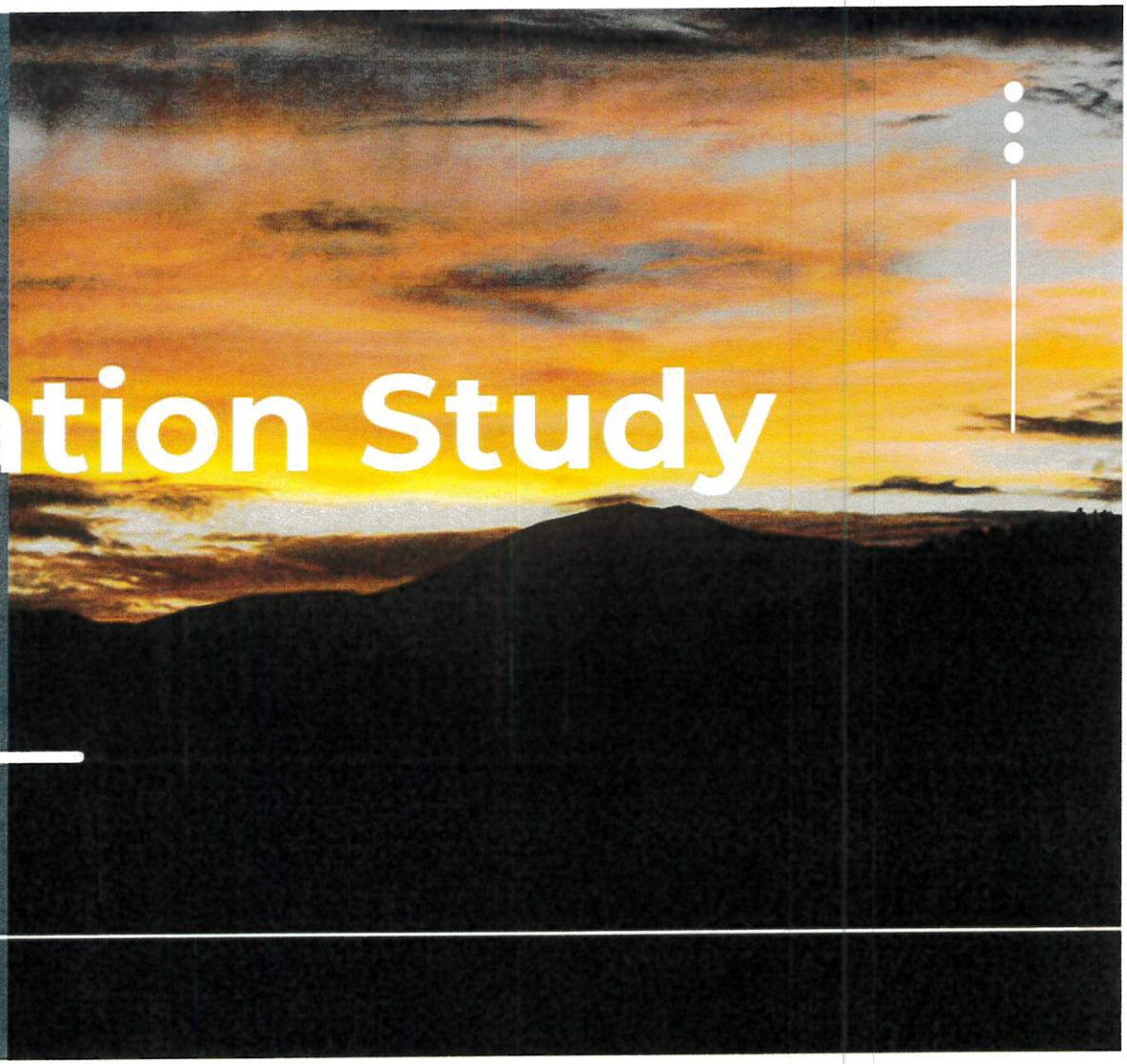
Thank you.

Valliant
Consulting Group

CITY OF TRUTH OR CONSEQUENCES

Compensation Study

City Commission Report



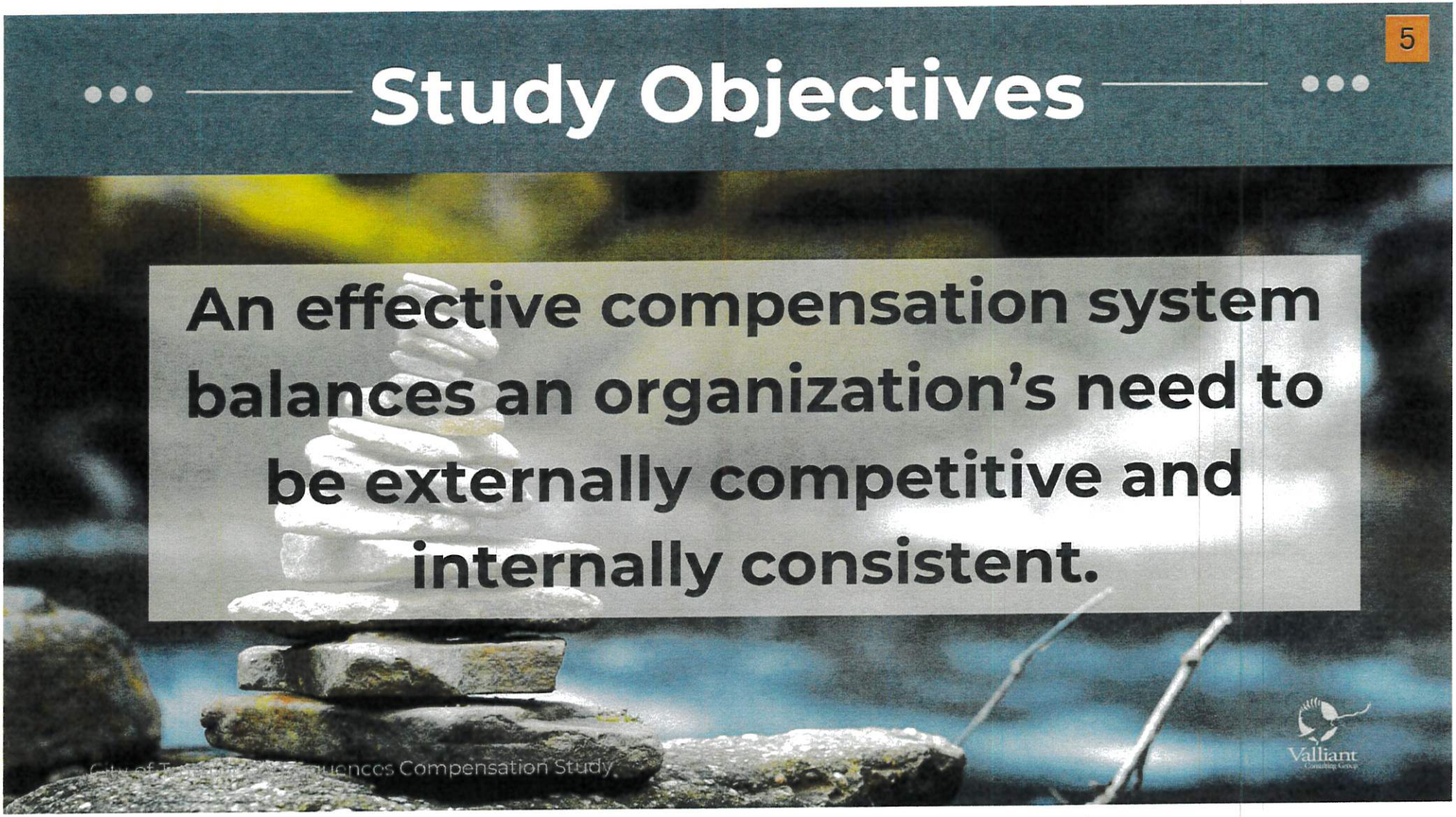
Presented by City Managment



Key Concerns Addressed

- Desire for greater market responsiveness and internal consistency
- Eagerness to pay a livable wage
- Desire to become premiere employer-of-choice

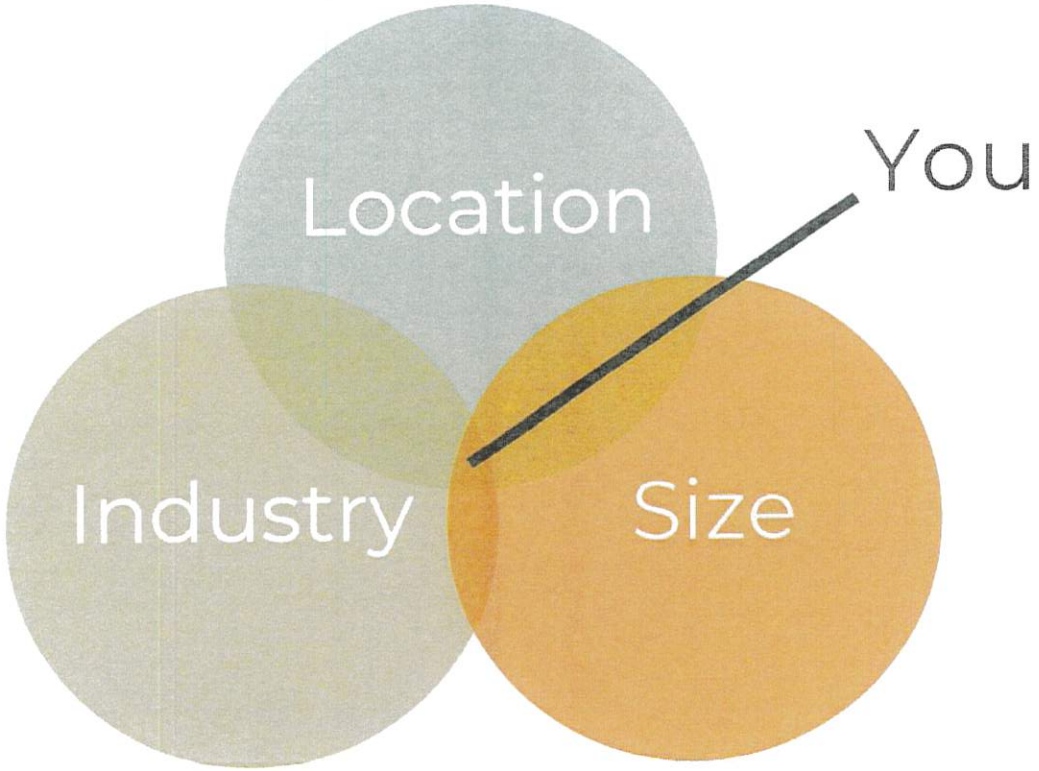
Study Objectives



An effective compensation system balances an organization's need to be externally competitive and internally consistent.

Valliant Consulting Group

Defining Market



Market Determination

Salary Surveys

- Bureau of Labor Statistics
- CompAnalyst
- Department of Labor
- EACR Non-Profit Organization Salary Survey
- Economic Research Institute
- O*Net Online Database
- World at Work

Comparable Employers

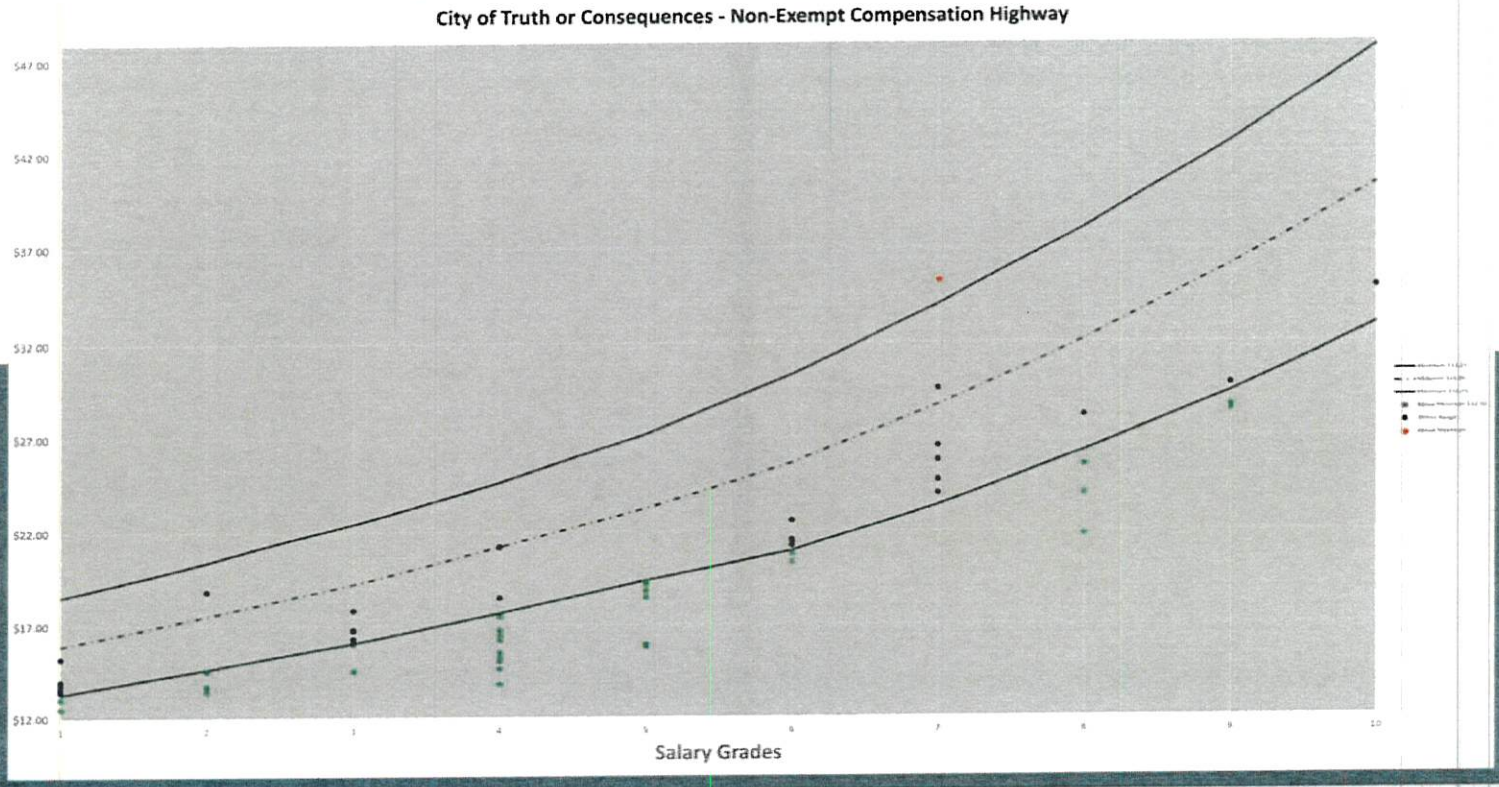
- Job postings for comparable positions
- City of Aztec
- City of Hobbs
- City of Raton
- Sierra County
- Town of Edgewood
- Town of Taos
- VCG's confidential database of salary sources, including other New Mexico municipalities

Salary Structures

Non-Exempt

Grades	Minimum		Midpoint		Maximum	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
NE1	$13.25	$27,560.00	**$15.90**	**$33,072.00**	$18.55	$38,584.00
NE2	$14.58	$30,326.40	**$17.49**	**$36,379.20**	$20.41	$42,452.80
NE3	$16.03	$33,342.40	**$19.24**	**$40,019.20**	$22.44	$46,675.20
NE4	$17.63	$36,670.40	**$21.16**	**$44,012.80**	$24.68	$51,334.40
NE5	$19.40	$40,352.00	**$23.28**	**$48,422.40**	$27.16	$56,492.80
NE6	$20.91	$43,492.80	**$25.61**	**$53,268.80**	$30.32	$63,065.60
NE7	$23.41	$48,692.80	**$28.68**	**$59,654.40**	$33.94	$70,595.20
NE8	$26.22	$54,537.60	**$32.12**	**$66,809.60**	$38.02	$79,081.60
NE9	$29.36	$61,068.80	**$35.97**	**$74,817.60**	$42.57	$88,545.60
NE10	$32.89	$68,411.20	**$40.29**	**$83,803.20**	$47.69	$99,195.20

Compensation Highway



Valliant Consulting Group



Cost to Mitigate Compression

	Additional Cost to Address Compression	Total Estimated Cost	Average Compa-Ratio Achieved
Non-Exempt	$134,669.60	$241,030.40	89%
Exempt	$67,138.73	$70,574.33	93%
Total	**$201,808.33**	**$311,604.73**	**90%**

6.99% of payroll

Compression assumes an employee with **8 years in position** should be paid at the market-aligned midpoint.

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Policy Evaluation

VCG recommends adopting policy to will support market-based pay practices. Recommended additions include:

- Updating language referencing the salary structure's design to align with recommendations
- Guidance on how the City will maintain the structure over time
- Adding language regarding job descriptions and cases in which an individual may be required to perform duties not captured
- Adding language regarding compliance with the Fair Labor Standards Act (FLSA)
- Recommending opportunities for merit-based increases
- Adding language pertaining to placements for New Hires, Promotions, Transfers, Demotions and Reclassifications

Implementation

Approve

- Determine if it is economically feasible to implement the recommendations
- Approve structure

Prepare

- Assess the timing and method for addressing employees paid less than new grade minimums.
- Identify date for implementation
- Determine resources needed (e.g., payroll dates, forms, etc.)

Implement

- Train managers
- Communicate to employees
- Implement new structure
- Implement increases to minimum
- Prepare for compression increases

Maintain

- Monitor employees paid over maximum
- Review/adjust structure every 12-24 months
- Utilize salary calculator
- Benchmark every 2-3 years

Salary Study Financial Obligation

	Approved Final Budget	Proposed Increase	Difference from Current to 09/2025
Clerks	$224,395	$239,907	$15,512
City Manager	$209,441	$210,823	$1,382
Finance	$492,507	$510,096	$17,589
Animal Shelter	$274,505	$281,431	$6,926
Police	$2,946,535	$2,887,952	-$58,583
Code Enforcement	$202,973	$200,148	-$2,825
Parks	$284,283	$333,049	$48,766
Community Development	$117,152	$117,152	$0
Streets	$617,654	$604,773	-$12,881
Fleet	$239,460	$257,325	$17,865
Community Services	$102,020	$102,020	$0
Facilities	$416,546	$469,527	$52,981
PIO	$63,079	$66,772	$3,693
Pool	$103,919	$107,764	$3,845
Library	$255,365	$275,637	$20,272
Utility Office	$330,928	$355,532	$24,604
Electric	$1,310,789	$1,285,347	-$25,442
Water	$639,819	$613,025	-$26,794
Wastewater	$483,201	$448,188	-$35,013
Sanitation	$944,525	$975,678	$31,153
Golf Course	$236,475	$225,244	-$11,231
	$10,495,571	$10,567,390	$71,819

Example Payroll Calculator

	Position	Current Year of experience	9/20/2025	Annual Increase
1	Parks Worker	New Hire	$16.03	$16.43
2	Admin Assistant	3 years of experience	$18.07	$18.51
3	Maintenance Tech II	4 years of experience	$19.39	$19.83
4	PT Library Clerk	3 years of experience	$15.67	$16.04
5	Animal Lead	5 years of experience	$15.31	$15.67
6	Water Gen Laborer	5 years of experience	$17.23	$18.03
7	Facilities Tech	1 year experience	$16.03	$16.43
8	UB Clerk	1 year experience	$14.58	$14.94
9	Electric	Lineman 3	$23.41	$26.96
10	PD Certified Off	1 year experience	$24.75	$25.38

* In the future annual increases will be determined using the salary calculator

* All annual pay increase shall require 6 hours of continuing educate and evaluation

* All probationary employee will require 90 days, 6 months and annual evaluation for continued employment

Appendix A: City of Truth or Consequences
Non-Exempt Salary Structure

Grade	NE1	NE2	NE3	NE4	NE5	NE6	NE7	NE8	NE9	NE10
Maximum	$18.55	$20.41	$22.44	$24.68	$27.16	$30.32	$33.94	$38.02	$42.57	$47.69
Midpoint	$15.90	$17.49	$19.24	$21.16	$23.28	$25.61	$28.68	$32.12	$35.97	$40.29
Minimum	$13.25	$14.58	$16.03	$17.63	$19.40	$20.91	$23.41	$26.22	$29.36	$32.89
Animal Control			Animal Control Officer							
Animal Shelter	Animal Shelter Attendant	Animal Shelter Lead								
CMO						Executive Assistant to the City Manager				
Clerks				Administrative Assistant		Deputy City Clerk				
Electric				Administrative Assistant						
				Lineman Apprentice	Lineman 3rd Class	Lineman 2nd Class	Lineman 1st Class	Journeyman Electrician	Lineman Crew Chief	
Facility Management		Maintenance/ Custodian	Maintenance Technician I	Maintenance Technician II	Maintenance Foreman					
Finance						Accounts Payable Specialist	Human Resources Specialist			
						Payroll Specialist	IT Support Analyst			
						Chief Procurement Officer				
Fleet				Administrative Assistant	Fleet Mechanic II	Fleet Maintenance I				
Golf Course	Pro Shop Clerk	Maintenance Technician I (Part Time)	Maintenance Technician II	Golf Course Operator						

Appendix A: City of Truth or Consequences
Non-Exempt Salary Structure

Grade	NE1	NE2	NE3	NE4	NE5	NE6	NE7	NE8	NE9	NE10
Maximum	$18.55	$20.41	$22.44	$24.68	$27.16	$30.32	$33.94	$38.02	$42.57	$47.69
Midpoint	$15.90	$17.49	$19.24	$21.16	$23.28	$25.61	$28.68	$32.12	$35.97	$40.29
Minimum	$13.25	$14.58	$16.03	$17.63	$19.40	$20.91	$23.41	$26.22	$29.36	$32.89
Library		Library Clerk (Part Time)	Library Technician							
Parks		Maintenance Worker I (Part time)	Maintenance Worker II	Maintenance Worker Foreman			Parks Manager			
Pool				Pool Supervisor						
Police				Evidence Technician	Police Officer (Uncertified)	Office Manager	Police Officer (Certified)		Police Sergeant	Police Lieutenant
				Administrative Assistant					Police Detective Sergeant	
Lodger Tax						Tourism Coordinator/Public Information Officer				
Solid Waste		Solid Waste Scale House Attendant		Administrative Assistant						
				Driver/Collector		Solid Waste Foreman		Solid Waste Supervisor		
Streets			Street General Laborer	Street Equipment Operator I	Steet Equipment Operator II	Steet Equipment Foreman				
Utility Office		Utility Billing Clerk		Collection Agent		Account Receivable Supervisor				
Wastewater			Water/Wastewater General Laborer	Wastewater Operator I	Wastewater Operator II	Wastewater Operator III	Wastewater Operator IV		Wastewater Supervisor	
Water			Water/Wastewater General Laborer	Water Operator I	Water Operator II	Regulatory and Compliance Specialist	Water Operator IV		Water Supervisor	
				Administrative Assistant		Water Operator III				
Seasonals		Seasonal	Seasonal Lifegaurds							

TRUTH OR CONSEQUENCES NEW MEXICO

Annual Continuing Education Training Plan

Program Overview

All employees are required to complete a minimum of 6–8 hours of continuing education each year. This program ensures compliance with safety standards, supports professional development, and maintains up-to-date knowledge of organizational policies.

Important: Completion of the required training is mandatory for eligibility for annual pay increases. Employees who do not complete the program will not receive their approved scheduled increase until training requirements are met.

Core Training Requirements (Every Year, HR will announce each year)

- Technology & Policy Updates – 1–2 hours
  - Covers organizational policy changes, regulatory updates, and technology tools.
- Job-Specific Skill Development – 2 hours
  - Tailored to departmental needs (e.g., equipment operation, customer service, administration).
- Workplace Safety & Compliance – 2 hours
  - Topics: hazard communication, emergency procedures, PPE, ergonomics, bloodborne pathogens.

Rotating / Specialized Training

- Harassment & Ethics Training – 2 hours (required every other year).
- Defensive Driving Course – 6 hours (required once every four years).

Sample Annual Schedule (Approx. 6–8 Hours)

- Q1: Workplace Safety & Compliance (2 hrs)
- Q2: Job-Specific Skill Development (2 hrs)
- Q3: Technology/Policy Update (1–2 hrs)
- Q4: Rotating Requirement (Harassment/Ethics OR Defensive Driving, based on cycle)

90 DAY EMPLOYEE EVALUATION

Employee Details

Name: [Employee's Full Name]

Position: [Employee's Job Title]

Department: [Employee's Department]

Manager: [Manager's Name]

Date Hired: [Employee's Start Date]

Evaluation Date: [Date of Evaluation]

Performance Evaluation

Use the scale below to rate the employee's performance:

1. Poor 2. Below Average 3.Average 4. Above Average 5. Excellent

No.	Evaluation Criteria	Rating (1-5)	Comments
1	Quality of Work		
2	Quantity of Work		
3	Dependability		
4	Communication Skills		
5	Teamwork		
6	Problem-Solving Abilities		
7	Time Management		
8	Adaptability/Flexibility		
9	Technical Skills/Knowledge		
10	Initiative and Proactiveness		

90 DAY EMPLOYEE EVALUATION

No.	Goals/Objectives	Status	Comments
1			
2			
3			
4			
5			

No.	Name of Colleague	Feedback
1		
2		
3		
4		
5		

Areas of Improvement

List down areas where the employee can improve:

1

2

3

4

5

90 DAY EMPLOYEE EVALUATION

Manager's Comments

[Provide detailed feedback and observations about the employee's performance, attitude, and potential.]

Employee's Comments

[Space for the employee to provide their feedback or comments.]

Manager	**Date**
Employee	**Date**

TRUTH OR CONSEQUENCES NEW MEXICO

Job Description

Position Title: General Labor
Department: [Insert Department]
Reports To: [Insert Supervisor/Manager Title]

FLSA Status: Non-Exempt
Pay Grade: NE3
Updated by: Alona Niebergall on 09/05/2025

General Purpose

Under general supervision, the General Labor position performs a variety of manual tasks and basic maintenance duties to support the City of Truth or Consequences' operations. This position ensures that work areas remain safe, clean, and functional while providing assistance with projects as directed.

Duties and Responsibilities

- Perform general labor tasks including lifting, carrying, loading, and moving materials and equipment.

- Assist with the setup, maintenance, and cleanup of job sites, city facilities, and public areas.

- Operate hand tools and light power equipment as trained and directed.

- Maintain cleanliness and safety of assigned work areas.

- Support skilled workers and city staff with assigned tasks.

- Follow all safety rules, regulations, and procedures established by the City.

- Respond to directions and complete assigned work in a timely manner.

- Perform other duties as assigned.

TRUTH OR CONSEQUENCES NEW MEXICO

Minimum Qualifications (Education and Experience)

- High school diploma or GED or able to obtain within 3 months of offer.

- Previous work experience in general labor, construction, maintenance, or related fields desirable but not required.

Knowledge, Skills, and Abilities

- Ability to understand and follow oral and written instructions.

- Knowledge of safe work practices and procedures.

- Ability to work outdoors in varying weather conditions.

- Ability to work independently and as part of a team.

- Physical stamina and willingness to perform manual labor.

- Strong attention to safety and detail.

Required Licenses and Certificates

- Valid New Mexico driver's license required.

- OSHA or equipment operation certifications are preferred but not required.

Equipment, Tools, Materials, and Programs

- Hand tools such as hammers, shovels, wrenches, rakes, and similar equipment.

- Power tools and light equipment (e.g., drills, saws, mowers, forklifts) as trained.

- Personal Protective Equipment (PPE).

- City timekeeping and reporting systems as applicable.

TRUTH OR CONSEQUENCES NEW MEXICO

Work Environment

- Work performed indoors and outdoors in all weather conditions.

- Possible exposure to noise, dust, dirt, fumes, and hazardous materials.

- Work may require the use of protective clothing and safety equipment.

Physical Functions

- Frequent standing, walking, bending, stooping, and lifting of objects up to 50 lbs.

- Ability to climb ladders, work at heights, and perform repetitive physical tasks.

- Requires sufficient vision, hearing, and mobility to safely perform duties.

Selection Guidelines

- Formal application, rating of education and experience, oral interview, and reference check.

- Job-related skills testing may be required.

- The duties listed are intended only as illustrations of the various types of work that may be performed. The City of Truth or Consequences reserves the right to add, remove, or modify duties as necessary.

Equal Opportunity Statement

The City of Truth or Consequences is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age, veteran status, or any other protected characteristic as established by law.

Date

Employee Name
Address
City, State Zip

Dear Employee,

I am very pleased to present your Total Compensation Statement. Your benefit package represents a significant addition to your cash compensation. Each year the City of Truth or Consequences makes significant contributions toward your personal benefits, which are an important component of your total compensation. This statement outlines the total income opportunity and benefits provided to you by the City of Truth or Consequences, as well as the cost of those benefits.

Please read this information carefully. If there is a specific benefit that you would like to discuss in detail, please do not hesitate to call the Human Resources Department.

We value and appreciate your commitment and contribution to Company.

Sincerely,

Name
City Manager or HR Director

Total Compensation Summary for Employee, as of June 2025

Compensation	City		
Annual Salary	$50,000.00	-	$24.04
Total Compensation	**$50,000.00**		

Benefits (Insurance)	City	Employee
Medical	$14,400.00	$3,600.00
Dental	$1,800.00	$0.00
Vision	$120.00	$0.00
Life Insurance	$36.00	$120.00
Insurance Benefits	**$16,356.00**	**$3,720.00**

Benefits (Mandated)	City	Employee
Workers' Compensation	$1,650.25	$0.00
Social Security	$3,565.00	$3,565.00
Medicare	$833.75	$833.75
FUTA Tax	$42.00	$0.00
Mandated Benefits	**$6,091.00**	**$4,398.75**

Benefits (Retirement)	City
Retirement Match	$1,725.00
Retirement Benefits	**$1,725.00**

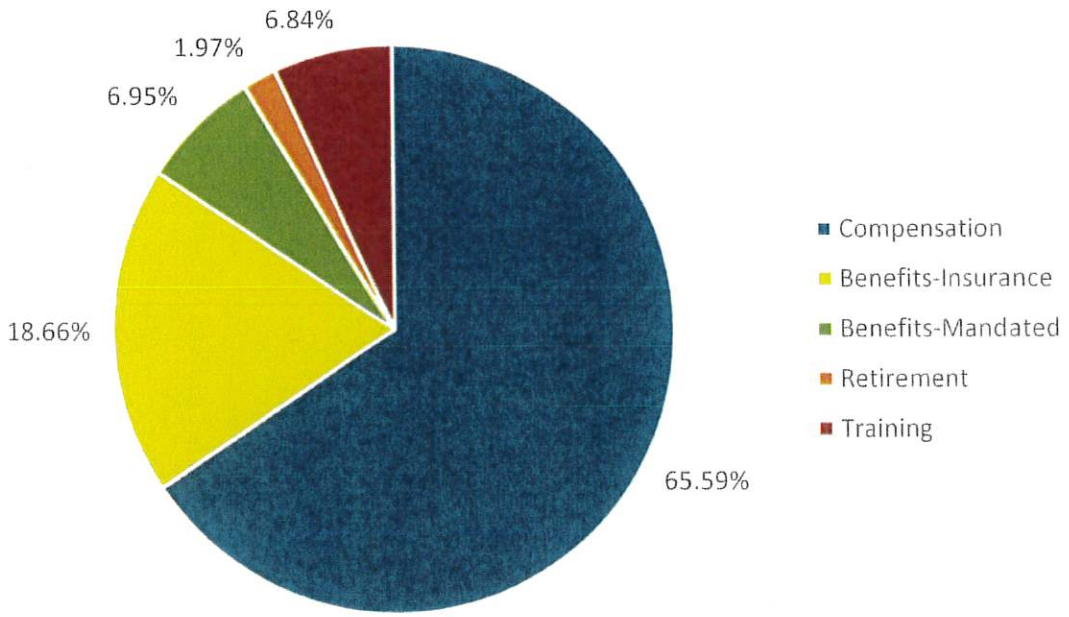
Work/Life	City
Training	$6,000.00
Total Work/Life	**$10,500.00**

Paid Time Off (PTO)	City
Vacation	13 days
Holidays	14 days
Sick Leave	13 days
Other leave (i.e. bereavement, jury duty, etc.)	0 days
Total PTO (days per year)	**40 days**

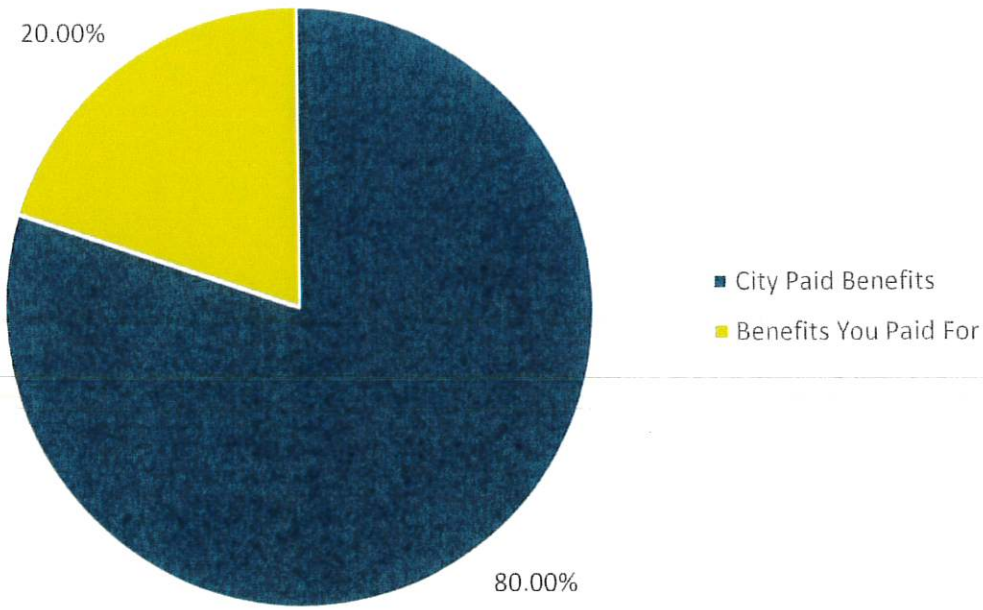
Summary	City	Employee
Compensation	$50,000.00	$0.00
Benefits - Insurance	$16,356.00	$3,720.00
Benefits - Mandated	$6,091.00	$4,398.75
Retirement	$1,725.00	$0.00
Work Life	$6,000.00	$0.00
Paid Time Off	40 days	$0.00
Total	**$80,172.00**	**$8,118.75**

Total Compensation Value offered to Employee

This chart illustrates the components of your total compensation package, as follows:



Benefit Cost Breakdown



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, September 24, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

-

Fiscal Impact (Finance): **N/A**

$0.00

Legal Review (City Attorney): **N/A**

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 10-8-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, SEPTEMBER 24, 2025

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Finance Director
Tara Manning, Animal Shelter Supervisor
OJ Hechler, Community Services Director

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler led the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

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

5. COMMISSION COMMENTS:

There were no commission comments.

6. STAFF COMMENTS:

There were no staff comments.

C. CONSENT CALENDAR:

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

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

D. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 15 25/26 Budget Adjustment Request.

Jocelyn Holguin, Finance Director: For the first one, we have the LEPF Field Supplies expense, carry over funds, it's to bring the BAR up that was not budgeted. Item number two is the Wastewater State grant for the Colonias Infrastructure Project, it's for the loan proceeds at any match, infrastructure transfers in and out. That's all that block of item two. Item three is the AS State grant, the Animal Shelter appropriations that we received from the state, the portion to add on to complete the project. The contracts came in so we're doing the BAR to increase the budget for that one, as well as for item number four, the remaining funds that were awarded by the state. We're doing the BAR for the PD for the additional funds.

Mayor Hechler: Thank you, any questions?

Commissioner Fahl: No Mr. Mayor, it's all very straightforward.

Mayor Hechler: Anything further, Ms. Holguin?

Jocelyn Holguin, Finance Director: No, thank you.

Commissioner Fahl moved to approve Resolution No. 15 25/26 Budget Adjustment Request. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Publication of Ordinance No. 772 G.O. Bond.

(Presentation is attached hereto and made a part hereof)

Chris Muirhead, Modrall Sperling: This is just an authorized publication of this ordinance related to the third installment of the city's general obligation bonds that were approved in November of 2022. You have four years to issue all the $3 million approved, this is the third of these issuances, you'd have one more, this is in the amount of $760,000. It is broken out into the two questions that were approved by the voters, which is the roads and streets, as well as the city's water and wastewater system. You will take action at your meeting in November, move forward with this. Mr. Valenzuela is here to talk to you a little bit also, about the plan in terms of selling the bonds. Again, this is the general obligation of the city, so this one is the ad valorem property taxes that are currently paying your other tuitions of GO bonds. I'm happy to answer your questions, I will hand it over to Mark here, he has a few things he'd like to tell you.

Mark Valenzuela, Bosque Advisors: I have a presentation for you. We have hard copy handouts if you would like us to pass those out, if that's okay. This will be brief, so the second slide (Slide 2 – Existing General Obligation Debt) just kind of lays out the bond program for the voter-approved general obligation debt. You can see that on the left-hand side of this table we're showing you what the revenue is that is being produced. I did mention this at the last meeting, that the tax rate was at 4.5 mills, and I think it is great for this community. The leadership of City Manager Whitehead to push back on the tax rates that were being proposed by local government division. The local government division was considering increasing the tax rate to 5.2 mills, but City Manager Whitehead pushed back and we are now going to be at 3.5 mills. So, it will be a full reduction of one mill, and from this slide, you can see that this bond program still remains affordable for the city. Taxpayers are going to get a slight decrease in their taxes, and for the purposes of thinking into the future here, I left the mill levy at 3.5 mills for projecting revenues forward, so they're basically flat revenue. In the middle column there, existing debt, as Mr. Muirhead mentioned, we've sold two of the pieces here, $790,000 each. You can see the existing annual payments that are listed in that blue column right there. The green column right next to it are the bonds that we're talking about now, roughly $790,000. We'll start moving through that process now, this is the beginning of the process, but we're showing what the debt payments look like. I will say that we could likely shorten the maturity on this, to save interest costs. Right now, we're being very conservative with a 5% rate. We think that the rate will be closer to 3.5 or maybe lower, when we finalize this. But again, we won't know that until we go all the way through the process. I think we can probably shorten the final payoff on this particular loan, depending on what the world looks like when we start to do that. You're seeing here that the $790,000 plus interest would be at about $970,000 total cost. Again, that will change as we get closer to finalizing the transaction. We're also considering the final issuance, which right now is going to be roughly $630,000. It really depends on what we end up doing on this one, and that'll be from the direction of your

team here how much they want to sell on this current one, but we're factoring that in as well. You can see in the blue column to the right what the total debt is over time. State law gives you twenty years to pay these off, we actually think it'll be a little bit shorter than that for the city. This also provides for the city to go back to voters potentially in 2027, the next local election, and ask for an additional $3 million to continue the program. Again, without having to raise property tax from where you currently are. Having said that, the far right there is just the excess revenue that's sort of the plug number for us to make sure that we're staying within the goals that we've shared with the community, and what's important for you. Back in 2022, we had talked about having a three-mill imposition, or tax rate, to cover this program. Next year, I'm certain that City Manager Whitehead is going to hold me to that, and we are going to look at where we're at then, if we can further reduce the tax rate down to three, what the original program was. I don't want to commit that we can do it yet, the excess revenues look strong, but again, I just want to see what the world looks like next year. The city might see another slight increase in their tax rate next year. Having said that, and I won't bore you through all these steps that are going to take place, but this is just a preliminary calendar of all the events that are going to start taking place, we've kind of mapped this out. The one negative here in the timing is that the New Mexico Finance Authority doesn't have a November meeting. So, we're pushing back a little bit from what we originally thought we could do here, their meeting is going to be December 11th, which is the first time that they'll approve this, just so you're aware. Chris and I will work hard, I'm speaking for Chris Muirhead, but we'll work hard to make sure that we're prepared to close after NMFA board approval, shortly thereafter, so that we're not holding this out. Right now, we're assuming that the transaction will close on January 9th of 2026. Having said all of that, I'm happy to answer any other questions that you might have before you take action on what's in front of you.

City Attorney Rubin: What would be the final hearing date or adoption date?

Chris Muirhead, Modrall Sperling: I had that we would do the ordinance at the meeting in October, but we could certainly do it in November as well. In that ordinance, it would delegate authority to the mayor and the city manager to accept the pricing terms from the finance authority. We'd come back to the commission and show you all what the pricing is, but it wouldn't be a separate ordinance, doing that. One ordinance, and we can do it next month or we could even do it the 1st of November, whatever your preference is. As Mark was saying, we have some time.

City Attorney Rubin: Well if we publish this, it says publication is on September 26th (on Slide 3), can you put a date in there as to when the final hearing would be then?

City Clerk Torres: It would be October 22nd.

City Attorney Rubin: The second meeting in October then.

City Clerk Torres: Yeah, we can make it work on that day.

City Attorney Rubin: Yeah, it didn't have it on the calendar, that's the reason I'm asking.

City Manager Whitehead: And let me just say, the reason there's no urgency is because this particular bond of the $440,000 has already pledged, so technically we've obligated the money before we have it, which will go to our shovel-ready water, which is out to bid right now, so timing-wise there's no urgency that we get the funds. We'll meet the 5% IRS obligation by the funds already being obligated, so however the calendar works, we'll be just fine.

City Attorney Rubin: Thank you for answering my questions.

Mayor Hechler: Any other questions?

City Manager Whitehead: I have a few more presentations, if I can. I always want to keep you guys in the loop, where we are with these. First of all, I would like to thank the team for helping with the bond rate. What I want to remind you of is, the city did have to pay the first payment. This is because the rate was not established, so we had to pay that. That's the leverage we were able to use on reducing the rate. We could have paid ourselves back at a faster rate, keeping the rate high, and what I basically agreed with DFA was that we'll take a payment, we know we have a couple hundred thousand dollars that we can take from the taxes back to us, it wasn't critical within the budget, let's get the tax rate down. So, over the course of the next four or five years, as our team decides we have enough revenue in reserve, the city would be able to pay itself back for that very first payment. We kind of think it's just a savings account. As I said, I wanted to point out that the $440,000 of this bond will be used against the match, so this bond is really already allocated and spent. We'll begin to find and identify the bonds for the roads side of this ledger, okay? When I came on board, the commission had divided the issuance up in three pieces: Water, Wastewater, and Streets. The ordinance allows for water and wastewater to be one piece, so in this particular case, we'd be using almost all the bond for a particular water project. Bond four, we have kind of earmarked to be using more for wastewater as well, so we are doing both projects at the same time. The last piece I do want to draw your attention to, if we can scroll back to the page there (Slide 2) and I'm going to get this not quite perfect, so I hope the team doesn't get to mad at me here, but if you go to the excess of revenue on the very far right, if you look at the bottom, it shows that at the end of twenty four years, we would have $7 million in the bank. I brought this question up to say, "Well wait, we'd be taking money from the taxpayers and have $7 million?" that's not the case here. If the voters don't allow us to extend this bond for another issuance and it ends, you would see that it would pay off at some point sooner than the twenty-four years, it would pay $7 million over that course of time. That's when we talk about, that the $3 million would be paid off sooner. You can do your own calculation and see at what point in time we would have generated enough revenue from the taxes to pay off the bond that we were allowed to use, pay the interest, and pay those costs. We have a presentation to bring you in a moment on where we think we'd like to ask to continue this with the taxpayers, and that's why we think we needed to get through the 3.5 rate to show fiscal responsibility, and then finally, we're just finishing up all those items that we're using for the bond so

that we can get full transparency, I've presented those to you in the budget, but Carrie, our PIO, and I are working on getting that prepared so the taxpayers can see where we put every penny, and when we're getting to start to use that.

Mayor Hechler: Thank you Chris, for your presentation. As always, it was very thorough, even where I can understand it. I appreciate your efforts. If there's nothing else, I'll entertain a motion.

Commissioner Fahl made a motion to approve the publication of Ordinance No. 772 G.O. Bond. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

E. NEW BUSINESS:

1. Discussion/Action: Engagement Agreement for Municipal Advisory Services between the City of Truth or Consequences and Bosque Advisors, LLC.

City Manager Whitehead: I will let Mark and Chris speak on these, but they're both housekeeping issues that are connected to the issuance and sale of the bond, these proceeds are an eligible expense out of the bond proceeds as well.

Mark Valenzuela, Bosque Advisors: This is our engagement. We always bring it back to you every year so that you can let us know if we're handling the city's business appropriately and with transparency. We want to give you that option to let us know how we can improve. Nothing in this agreement has changed from the prior years. The fee schedule hasn't changed. It's just the date extending it for an additional year. That's the scenario with Bosque Advisors. I will say, our fee is only paid on completion of a transaction and we support the city on all the other ancillary tasks that are associated with the bonds. We don't charge the city for that service, so I just wanted to let you know, and we are grateful for the opportunity for the partnership, from our perspective, it has been fantastic.

City Attorney Rubin: I can confirm the fact that it's the same agreement, because I compared the old agreement to what's in the packet, and you're right it's word-for-word except for the changes of date.

Commissioner Mitchell made a motion to approve the Engagement Agreement for Municipal Advisory Services between the City of Truth or Consequences and Bosque Advisors, LLC. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. **Discussion/Action: Modrall Sperling Proposal Letter for Bond Counsel Services – 2025 General Obligation Bonds.**

Chris Muirhead, Modrall Sperling: I would really repeat what Mark had said, which is that this is consistent with what we've done in the prior two issuances as well, it's a standard engagement letter with the firm for this bond issuance. We would only be paid if the transaction closed, and it is the same fee as last year, there's no increase there. I love coming down here and working with you guys, so I appreciate the opportunity.

Commissioner Fahl made a motion to approve the Modrall Sperling Proposal Letter for Bond Counsel Services – 2025 General Obligation Bonds. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. **Discussion/Action: Approving Spay and Neuter Grant from NM Veterinary Board.**

Tara Manning, Animal Shelter Supervisor: We applied for this grant a few years ago but there were some hiccups. The hiccups have now all been fixed and adjusted, so that's a positive. We did all the legwork, paperwork, reports, and we got approved for a $40,000 grant that we will get all the animals fixed. Currently, we do have an agreement with SCARS underhand to get all the cats that come into the shelter fixed, as well as one dog a month. I did bring it up to the director of SCARS, as far as this grant goes, she already has it budgeted on her end, to continue paying for cats. So, we are going to just pay for the dogs with this grant. There's still going to be money left over, so I did some digging and research, and it gives us the ability to open this up to the public as well, with the approval. So, we can allow people to come in, get their information, let the vet know, and we can start getting the community animals fixed before they come into the shelter to prevent unwanted puppies and kittens from trying to find homes or being dumped on the side of the road and coming into the shelter in the long run. With this grant, it not only covers the spay and neuter, but it also covers their rabies shots, so everyone can be current as well. As well as the core vaccines which is the parvo/distemper vaccine for dogs and puppies, as well as the feline leukemia vaccine for cats. That's all I have unless you have any questions.

City Attorney Rubin: I noticed one very small detail on the reporting. So, there are two reports that are due during the 12-month period.

Tara Manning, Animal Shelter Supervisor: Yep, one at six months and one at twelve.

City Attorney Rubin: Yeah, what's interesting though, on paragraph four it says, "The final report is due at the end of the 12-month period." But actually, in paragraph five, you have three dates beyond the 12-month period.

Tara Manning, Animal Shelter Supervisor: Correct. Because they do understand that when we get the information from the vet, our vet bills us at the end of the month, so whatever surgeries we do, say in the month of October, I get them as of November first. That way, it gives me some additional time to get all that reporting in the meantime and make sure that everything is crossed off and dotted correctly for that.

City Attorney Rubin: Fair enough.

Commissioner Fahl: Good job.

Mayor Hechler: The $40,000 grant, by the way, congratulations. That's a huge amount of money, and it's a lot bigger than I thought we would ever get.

Tara Manning, Animal Shelter Supervisor: Me too. Last year it was $35,000 so I'm super excited.

Mayor Hechler: People that use this grant, do they pay full price because it's a grant or do we still get the discounted price?

Tara Manning, Animal Shelter Supervisor: Let's say it's a shelter animal, we get a discounted rate from the vet as it is, we get a rescue rate. As far as citizens go, because we're the ones paying the bill, we're the ones that are still going to get that discounted rate, so we do have the discounted pricing that the vet will still honor for us. There are qualifications and guidelines that we do have to follow, like P.A.T currently does, for example, as far as that poverty line. So, I have to make sure I have all of that documentation as well, and what we would do is get all the owner's information, the animal's information, and email it to the vet so they can make the appointment around their schedule, when it comes to that. We wouldn't be able to ask for money in return for it, as a co-pay, as they put in here, but we have thought of ideas in order to continue helping and benefiting the shelter. Possibly asking for donations in the future, so if we get your animal fixed, you donate a can of cat food or a bag of cat food, that way we can still function and have all this ability and everything, and it's still saving the public a lot of money.

Mayor Hechler: Great. That makes that $40,000 go further, doesn't it?

Tara Manning, Animal Shelter Supervisor: Exactly, a lot further.

Mayor Hechler: The second question I have is, if we extend this to the public, are you going to have a schedule that you're going to allocate this money, so we don't run out too quick? Or are you just going to use it as people want it?

Tara Manning, Animal Shelter Supervisor: My goal, right now it's still in the works as far as all the little details go, I would rather try to spend it all as fast as possible, potentially. That way, I don't have to worry about being at the end of twelve months being like, "Oh no, I still have $10,000 left to spend." And then panicking. I think it's going to be one of

those things that is going to go as far as possible, but at the same time, it's a lot of money. For example, to give you an idea on pricing, let's say the average dog weighs between 26 and 50 pounds, like most do, females obviously cost more, $75 is what we're paying to get them fixed. So that's a lot of spays that we could be doing. I have a feeling we're going to have to just do it as much as possible.

Mayor Hechler: Are you going to take first-come, first-serve, or are you going to advertise? How are we going to get the word out, or are you going to get the word out, do you have enough customers anyway?

Tara Manning, Animal Shelter Supervisor: More than likely I will probably have enough customers but I do want to spread the word, so that way the people who don't have Facebook, that aren't always coming into the shelter, by word-of-mouth, we can kind of spread the word that way. I definitely want to do it that way, first-come, first-serve as far as that goes, and then it's all up to the vet's availability, too. If we get the money, let's say we can start using it in November, he's going to fill up really fast between his vacations and his days when he's working and can do surgeries, so that's the other reason I think it's going to be able to spread out the full twelve months.

Mayor Hechler: I think it's interesting to know that some of the people in our community that are the most difficult to contact are among the poorest. Somehow, we need to get that word out either through utility letters or something, so that we can get these folks in here and we can take care of those animals.

Tara Manning, Animal Shelter Supervisor: That's my goal, once this funding is all ready to go, is to touch base with our Public Information Officer so she can start putting it into the utility newsletter and maybe put it in the newspaper when they do their print that way.

Mayor Hechler: Okay, I knew you'd be on it.

Commissioner Mitchell: Does this partner with Desert Haven too? Can they do this program with their animals as well?

Tara Manning, Animal Shelter Supervisor: Not with us, most of the animals they have, other than their puppies, should already be fixed, especially if they come from us. But I believe they probably applied for their own, because this was open to government agencies and non-profit rescues. Every time there was a meeting about it, Desert haven was always in it, so I have a feeling they were aware of the grant.

Commissioner Fahl: The mayor's question prompted a thought on my end. Your partnership with the vet, are they going to help promote it? Or if they have people randomly call them and they want to bring their pets in, are they going to refer it to this program rather than doing it themselves?

Tara Manning, Animal Shelter Supervisor: That's my goal. I've already spoken to their manager over there, not the vet himself, and I let them know that this is a possibility that could happen, so I'm going to start making fliers that would say, "Hey, you have a pup, dog cat, whatever it is that needs to be fixed? You can't afford it? Contact the shelter. Let them help you." My goal is to make fliers so that they can hand them out to those people as well.

City Manager Whitehead: I wrote a note on that and we haven't discussed the nuts and bolts of it, and we will all sit down and go over it, as we do a lot, as a team. But I want to make sure we take care of the vet as well, we don't want to create a situation where he's providing us with a discount and not getting anything out of it, so it needs to be fair on both sides. We need that service, it's valuable to our community, and we certainly don't want to be adversary. With the level Tara's spoken of here that's on the table, we need to make sure it's well-received from both sides. Where the vet feels like he could say, "Hey, let us help you with that, we could get some costs and bring that in." so I think that's a good point and we make sure that we take that seriously with their staff up there, we need to respect that relationship. I think we do, it's not even a question, I know this team will take it seriously.

Commissioner Mitchell made a motion to approve the Spay and Neuter Grant from NM Veterinary Board. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Capital Outlay Process and Project Selection.

Assistant City Manager Alvarez: Within your packet, you have the ICIP list and the resolution. You reviewed and ranked projects on June 11th and then accepted the resolution with the ranking of all those projects at your June 24th meeting. We are now getting ready to prepare for the capital outlay process. The mayor and city manager will be doing a presentation legislative forum at the end of October. This here is where we're going to discuss those projects that you ranked in the top five in the capital outlay. With that I will turn it over to the city manager.

City Manager Whitehead: If you remember, we did do the ICIP, we tried to narrow it down and we cleaned it up a little bit. In that effort, we identified that the state, over the last few years, has requested that we only present our top five items, so we kind of focused on that. If you'll take a look back at the ICIP that we've provided you, the five projects that we picked were: continued upgrades to our wastewater treatment plant, Lee Belle Johnson facility, Marie Street improvements, the substation, and the community multipurpose center. Question one would be, does the commission feel like these still represent our current needs, where we feel like we are? If there are any ideas or changes, remember, we can pull anything up from the ICIP if we felt like something on there is more relevant, because it is on the list, so we could, at this point, change it. I would just like to make sure the commission feels like these are the right five projects.

Mayor Hechler: If you refer to page 143 of our agenda packet, it lists the five projects. If any of the commissioners wish to change the order or add anything else to the top five and drop one off, I'd like to hear about it now.

Commissioner Fahl: I think these are very valid to be our top five, and as you said, if they're on the list, we can also get those other things done if the right opportunity comes up. I don't think any of us have changed our mind.

Mayor Hechler: For me, I'd like to put special emphasis on the Lee Belle Johnson facility improvements this year. We are already working on a PER for wastewater, getting that done, and it's not going to be premature to ask for wastewater improvements before then, but that PER will give us a lot of information that we're going to want prioritized, I think. I think it's important, it should be in the top five, but I would like to give some importance to the Lee Belle Johnson facility improvements, it's been down now for about three years, a little over three years, and I think our community is clamoring for a facility of that nature downtown. I'd like to see it get stabilized and a mechanism for improving that facility so that we can put it back to work for our community.

Commissioner Fahl: Thanks for that, Rolf. We all agree with that.

City Manager Whitehead: If that's the intent, then the way we would like to approach these five projects is as follows: We did receive a $1 million capital outlay grant from the governor last year for our wastewater treatment plant. Unfortunately, the city got missed up at DFA with another community and they assumed that our audit was not filed timely, which it was, so a lot of our contracts were held up. We've since solved that problem, things are flowing in, and we've got that resolved, but we've not seen the contract on this last particular grant. Our goal here would be to go ahead and ask, we asked for $4 million last year, so we would want to ask the governor again this year for $1 million to add to the $3 million ask, and stay consistent with that, and stay with the governor for that particular program. The governor seems to be willing to fund water and wastewater type programs, so we think that's the right thing, and it would be a continuation. For the legislature, we also picked Lee Belle as our primary goal. I've done a little work preparing for how we could fix the foundation in the building, that seems to be the reason the building has been shuttered, so I enlisted a contractor to come in and take a look at the building, we have the geo tech report, we have a plan from Wilson that shows that the interior of the building is not in bad repair, it needs a little care and maintenance but it's not our problem. What we'd like to ask in this request is that we make Lee Belle our number one legislative request, at $500,000 and that be focused on design, building, and constructing the foundation of Lee Belle only. So, we could try to get that focused in, we think that there's a way to go in and shore up the building, create some way to move water out from the building, I will tell you that we've been in there five or six times this year, and there's not any water present this year. It seems like it is just different, so that would be our number one ask, and we would really want to focus on that. The number two legislative ask would be the Marie Street design build. We would ask for design, planning, and construct, we always ask for all three, but we would like to ask for $500,000

so that we can do the engineering for Marie Street. We think Marie Street is not only a surface issue, we'd like to put sidewalks, we have the dam we'd like to make sure that we're taking care of, and we need to do water and sewer in that all at one time, so that's what we'd like to ask, and our third ask would be that we propose asking for $500,000 to do a design planning for a community multipurpose center. Commissioners, this will be the first time you'll hear us say that we think we would like to use the general obligation bond the next time it's available to present to the voters to give us an opportunity to build out a new multipurpose center. We know the hospital is interested in doing something, if there's a partnership, but if we could get to this grant, that's why it would be number three, if we could get it, get it designed, and then potentially be able to go to the voters to continue the current tax. Now certainly, each of you have an idea of where you think the GO Bond might go if we ask for continuation, but this is where we would like to have it planted. We think it would be about a $3 million investment. Number four, our fifth ask would be that we put a $500,000 request into the governor's office to help us plan and design the new substation for the electrical facility. We are doing well at utilities, we think we have cash, but there's not a lot of opportunities for the electric plant to get grants, it's not a common thing, but we think we should approach it from a perspective of, "Help us design it, build it, make sure that we know where we want to put it." we believe the substation would go on the North side of town, somewhere around the golf course, that's the location of the tri-state line, it makes it really easy to access, puts it in the right part of town for growth, those would be the five requests that we would ask you to concur, and then we would begin to prepare our presentations with our lobbyist, Civility, and then also for the council of governments, and then be ready to work forward. So again, to recap, it would be two requests to the governor, $1 million for wastewater, $500,000 for our substation, and then from our area legislators, a focus on Lee Belle for $500,000 for construction of the foundation, Marie Street planning, and then community multipurpose center planning. With that, we would stand for questions.

Mayor Hechler: Alright that was very precise and complete. Do we have any questions or concerns? Any other items on the ICIP that you'd like to see moved up?

Commissioner Fahl: Great plan by the leadership on how you want to lay that out in the coming years.

Mayor Hechler: Well you guys did the work earlier this year, the hard part, that's how we got the top five out here.

City Manager Whitehead: Just one last comment before you prepare to make a motion, we also really want to support SJOA, they have their own independent ICIP, I've met with Crystal, I have a list of items that we are going to meet about and discuss additionally, but we would say that when we go forward and use our lobbyist, or we present it to the council of governments, I would hope that the commission would give us full authority to stand side by side with SJOA and continue to improve our facility here for the seniors, they have some needs. Again, that's our ICIP, and we also want to be their partner as clearly as we can.

Mayor Hechler: I like those numbers and I like that idea, and I like the schedule. With that said, do I have a motion?

Commissioner Fahl made a motion to approve the Capital Outlay Process and Project as outlined. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. **Discussion/Action: Trails + Grant MOU between the City of Truth or Consequences and Sierra County.**

OJ Hechler, Community Services Director: What you have in front of you is a pretty standard, basic MOU. We are currently working on finalizing our grant application for the FY26 Trails+ grant. We will be applying for a Riverwalk trail that will run along the Rio Grande over at Ralph Edwards Park. We're also applying for a feasibility study for a permanent dam structure that will also act as a surf wave, likely located at Rotary Park. So that's what we're applying for. In the application, when the review committee reviews that at the state level for the Trails+ grant, it is favorable when more than one entity is working together on a project. We've put together a standard MOU; the city will still act as the fiscal agent, we'll still do the reporting, so our responsibility for it won't change. What we will ask the county for is to promote the completed projects through social media channels, be present at any ribbon-cutting ceremonies, any opening or celebratory events, be available for technical assistance as needed, designate a point of contact, and reach out to any county groups or organizations to help promote the events and our milestones on the project. I have sent this off to Ms. Vaughn, County Manager, she's aware of this, we have a letter of support, and this will be on the next county commission meeting, which I believe is October 21st. We just ask that we move forward and maybe get support from the commission for this MOU. With that, I'll stand for any questions.

Commissioner Fahl: Just a suggestion, I think we should include the village also because I think as a group, they're going to benefit from the people that come, and they support all that we're doing along the river, it'll just strengthen the proposal if you have one of them join too.

OJ Hechler, Community Services Director: That's a good idea, commissioner, we got the letter of support from Mayor Stubblefield so we do have that, that will help as well.

Commissioner Fahl: I think that'll be a great thing, if we could get that river surf wave wow. I'd pretty thankful.

OJ Hechler, Community Services Director: Honestly, with the feasibility study, I have no idea how this is going to go, but the feasibility study will tell us.

Commissioner Mitchell: My concern is it would disrupt the fish or something, you know.

Commissioner Fahl: No, they build them so that they don't.

OJ Hechler, Community Services Director: They've got a spot for fish to go through. What we're doing right now is blocking off the river completely, and fish can't get up and downstream. This will allow fish to go up and downstream, so it'll actually be environmentally friendly, and for the ecosystem as well.

Commissioner Fahl: I'm excited if we can get a river walk along at Ralph Edwards, because that just adds more enhancements for our community. It's going to be a great thing, so let's cross our fingers.

OJ Hechler, Community Services Director: With the river walk trail, we're looking at some electrical upgrades over there. We're looking at putting some irrigation in for trees that will provide shade there as well, so it's more than just the trail. Obviously, we're going to put signage out, and with the signage, we want to match what the Turtleback Trails Network is putting out as well, QR codes, all of that, to show what species are out there, what plants are out there, things of that nature.

Commissioner Fahl: That'd be awesome.

Mayor Hechler: A year ago, this wasn't even on our radar, what's the genesis of this? How did it materialize?

OJ Hechler, Community Services Director: We got nudged. As you know, Carl Colonius is the outdoor rec planner for the state, he was here for the Rio Grande Trails commission meeting. We took all the members of the commission over to Rotary Park, we showed them the Turtleback Trails, as you know, we designated a section of county road 805 as a segment of the Rio Grande Trail. Well, when he saw that, he had a couple of issues, environmental issues as well, but one for putting a bulldozer into the river, that was one of them. When we went to this ribbon-cutting ceremony in Farmington, he thought it would be a great opportunity to do a feasibility study. In Farmington, we met with their community development representative, I can't recall his name right now, but they started off the feasibility study. That's how they got their project funded and everything else.

Mayor Hechler: Is Farmington the only other city that has one in New Mexico?

OJ Hechler, Community Services Director: That I'm aware of.

Mayor Hechler: But in Colorado I'm hearing they have a some.

OJ Hechler, Community Services Director: Colorado's got a couple of them.

Mayor Hechler: So, it's a tried-and-true thing that works in communities. I'm curious to see how it'll work in our community since the river only flows a portion of the time depending on how much water we get.

OJ Hechler, Community Services Director: Correct, so obviously the river surf wave would only be active at a certain time of the year during irrigation season.

Commissioner Hoeppner made a motion to approve the Trails + Grant MOU between the City of Truth or Consequences and Sierra County. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. **Discussion/Action: 3rd amendment to the Sierra Vista Hospital Joint Powers Agreement.**

City Attorney Rubin: Just by way of background, and as you're all aware, the city has a Joint Powers Agreement with the County of Sierra, the City of T or C, the Village of Williamsburg, and the City of Elephant Butte. The purpose of the JPA is for the acquisition, ownership, maintenance, and operations of the hospital. Under the current JPA, we have nine board members, and there's an ownership designation on page ten which calls for ownership in the following percentages:

- County of Sierra – 40%
- City of T or C – 40%
- Village of Williamsburg – 5%
- City of Elephant Butte – 15%

That's what the JPA reads. Now, what's being proposed is a third amendment to that agreement. I'll walk you through the important points, and actually the most important thing to keep in mind is section one contemplates the withdrawal of the City of Elephant Butte from the JPA, that's the main cog. Effective as of the withdrawal date, the JPC and the governing board would be reduced to five board members, and section two is very important because during the negotiations, what was agreed upon, were subject to the discretion of the governing bodies, is that the City of Elephant butte, as per section two, would still be responsible for its ongoing obligations under the JPA. That would include the incurrence of obligation that may even arise up and through August 28th, 2025. For example, you could have a TORT claim that might arise now, but was incurred prior to August 28th, 2025, so that would be covered. With Elephant Butte withdrawing, that would change the percentages:

- City of T or C would go to 47.06%
- County of Sierra would go to 47.06%
- Village of Williamsburg would go to 5.88%

This agreement is actually going through a few months' worth of revisions. I am told that the City of Elephant Butte has approved this already, and I have a signed copy from the county. The Village of Williamsburg has it on their next agenda, which is what I'm told. So, it's free for your consideration.

Mayor Hechler: Thank you for the explanation. So, the City of Elephant Butte is in the process of having elections just like we are. I'm sure that there will be some changes, is there a mechanism or a way for them to come back into the agreement if they want to down the road?

City Attorney Rubin: Well once they're withdrawn, they're officially out. Of course, you can always have subsequent negotiations or subsequent agreements between the parties, where that could be discussed, but this agreement does not call for that, no.

Mayor Hechler: No, okay. That's really my only question since I was involved in this thing.

Commissioner Hoeppner: Should we then, in that case, put a sentence in, that when they have a change of leadership and the new commission pretty much says, "Oh yeah, we were not in agreement with opting out."

Commissioner Fahl: I think, Ingo, that any of the parties could do that. If they get all new county commissioners that say, "Well we don't want to do that." I think all of us, at any point, could say, "Well we don't want to do it anymore." Right, Jay?

City Attorney Rubin: Right, that's kind of the same answer I just gave, yes.

Commissioner Fahl: I like the way I worded it better.

City Attorney Rubin: Okay.

Commissioner Fahl: Just kidding.

Mayor Hechler: I've had this discussion with some of the board members in the past, and I think what would happen is, it would have to be a unanimous consideration of all three entities to allow the City of Elephant Butte to come back.

City Attorney Rubin: I think that would be true.

Mayor Hechler: If they inquired about it, then we would meet about it and make that decision then. So, I think it's fine for that not to be in this particular document, there is a mechanism for them to come back if they want to down the road, and we can cross that bridge when we come to it.

City Attorney: Yeah, you can always have a subsequent agreement to a present agreement.

City Manager Whitehead: We discussed this, you guys have been more involved in it than I have, but in our original, you know, the residents of Elephant Butte have had sufficient time to bring political pressure amongst those commissioners if they wanted them not to get out of this agreement. I think you need to consider that, and I think you certainly wouldn't want a mechanism that would say, "Just because a new officer took effect in the county, that we don't want to play now, or now we do want to play." Running the hospital is serious, it's an important thing that we do, and Elephant Butte made a decision that was best for them, and I think that if they want back in at a future date, it should be a

conversation amongst the peers and those commissioners that work, and it should have a good process, not just a "Yeah, you can just ask and we'll let you back in."

City Attorney Rubin: Very true.

Commissioner Fahl made a motion to approve the 3rd amendment to the Sierra Vista Hospital Joint Powers Agreement. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. EXECUTIVE SESSION

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

Commissioner Fahl made a motion to move into executive session at 4:55 pm to discuss item F-1: Threatened & Pending Litigation (Rachel Higgins vs. City of T or C) pursuant to 10-15-1(H.7). Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 5:21 p.m.

Commissioner Fahl certified that only matters pertaining to item F-1: Threatened & Pending Litigation (Rachel Higgins vs. City of T or C) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken in executive session.

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

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

Commissioner Fahl made a motion to approve the agreement subject to recommended by Commission and Council. Commissioner Mitchell seconded the motion. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 5:30 p.m.

Passed and **Approved** this 8th day of **October, 2025**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

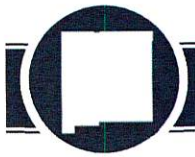
City of Truth or Consequences, NM

September 24, 2025

General Obligation Bond Program

Mark Valenzuela
Managing Principal
505-910-1081
mark@bosqueadvisorsllc.com

Nathaniel Gomez-Valenzuela
Analyst
505-910-1125
nathaniel@bosqueadvisorsllc.com



Existing General Obligation Debt

Original Finance Plan - $3 million voter approved

- Series 2023: $790,000
- Series 2024: $790,000
- Series 2025: $790,000 – Projected
- Series 2026: $630,000 – Projected

Current General Obligation Debt

Total Existing Principal:	$ 1,325,000
Total Existing Interest:	238,658
Total Payments To Date:	$ 1,563,658

City of Truth or Consequences - Long Term Bond Program

Number of Years	Calendar Year	Revenue for Debt: Mill Levy	Revenue for Debt: Property Tax Revenue	2022 Election: $3 Million: Existing Debt Payments	2022 Election: $3 Million: Series 2025	2022 Election: $3 Million: Series 2026	Total Debt Service	Excess Revenue
0	2024	4.535	555,941	288,974	-	-	288,974	266,967
1	2025	3.500	429,061	280,643	-	-	280,643	148,418
2	2026	3.500	429,061	87,628	404,500	-	492,128	(63,067)
3	2027	3.500	429,061	80,930	56,250	376,500	513,680	(84,619)
4	2028	3.500	429,061	99,385	54,500	39,250	193,135	235,926
5	2029	3.500	429,061	102,387	52,750	38,000	193,137	235,924
6	2030	3.500	429,061	100,228	51,000	36,750	187,978	241,084
7	2031	3.500	429,061	98,063	49,250	35,500	182,813	246,249
8	2032	3.500	429,061	95,889	47,500	34,250	177,639	251,423
9	2033	3.500	429,061	103,693	45,750	33,000	182,443	246,618
10	2034	3.500	429,061	101,118	44,000	31,750	176,868	252,194
11	2035	3.500	429,061	98,370	42,250	30,500	171,120	257,941
12	2036	3.500	429,061	101,196	40,500	29,250	170,946	258,116
13	2037	3.500	429,061	49,784	28,750	18,000	96,534	332,528
14	2038	3.500	429,061	53,123	27,500	17,250	97,873	331,188
15	2039	3.500	429,061	56,218	26,250	16,500	98,968	330,093
16	2040	3.500	429,061	55,000	-	15,750	70,750	358,311
17	2041	3.500	429,061	-	-	-	-	429,061
18	2042	3.500	429,061	-	-	-	-	429,061
19	2043	3.500	429,061	-	-	-	-	429,061
20	2044	3.500	429,061	-	-	-	-	429,061
21	2045	3.500	429,061	-	-	-	-	429,061
22	2046	3.500	429,061	-	-	-	-	429,061
23	2047	3.500	429,061	-	-	-	-	429,061
24	2048	3.500	429,061	-	-	-	-	429,061
			$ 10,853,416	$ 1,852,631	$ 970,750	$ 752,250	$ 3,575,631	$ 7,277,785

*Preliminary, subject to changing market conditions.

City of Truth or Consequences, NM - Series 2025 General Obligation Bonds
$790,000

Finance Calendar - (Preliminary, Subject to Change)

Date Due	Item or purpose	Notes
Tuesday, February 11, 2025	Discuss plan of finance	City, Bond Advisor
Wednesday, February 26, 2025	DRAFT NMFA Application due for April 2025 Board Meeting	Bond Advisor
Thursday, February 27, 2025	Finalize plan of finance to align with capital projects schedule	City, Bond Advisor
Wednesday, March 26, 2025	Presentation to Commission - Plan for remaining GO Bonds	City, Bond Advisor
Wednesday, September 24, 2025	**City Commission public hearing on Bond Ordinance with Delegated Authority to City Manager**	**Bond Counsel, Bond Advisor**
Thursday, September 25, 2025	Submit Bond Ordinance to Newspaper	Bond Counsel
Friday, September 26, 2025	Publish Bond Ordinance Adoption in Newspaper	*Sentinal*
Tuesday, October 7, 2025	Submit signed application to NMFA and other information	Bond Advisor
Thursday, October 23, 2025	NMFA distributes loan summary, preliminary debt schedule (DSS), credit assessment	
Friday, November 14, 2025	Submit credit package to NMFA Staff	Bond Advisor
Friday, November 14, 2025	Request Bond Capacity Certificate	Bond Advisor
Monday, November 17, 2025	Distribute DRAFT Closing Documents	Bond Counsel
Monday, November 17, 2025	Distribute DRAFT Closing Instructions	Bond Advisor
Monday, November 17, 2025	Review DRAFT Bond Purchase Agreement	ALL
Tuesday, November 25, 2025	**30-day Limitation of Action Period Expires**	
Monday, December 1, 2025	Finalize structure and terms with NMFA Staff	City, Bond Advisor, NMFA
Thursday, December 11, 2025	**NMFA Board Meeting to Approve Loan Application**	**City, Bond Advisor**
Friday, December 12, 2025	Sets Final Interest Rates, Finalize DSS, Bond Purchase Agreement	City, Bond Advisor, NMFA
Monday, December 15, 2025	Final Sales Certificate and Bond Ordinance	Bond Advisor, Bond Counsel
Monday, December 15, 2025	Comments on closing documents and closing instructions due	All
Wednesday, December 17, 2025	**Pre-closing, document signing**	
Thursday, December 18, 2025	Documents delivered to NMFA Attorneys, NM Department of Justice	
Monday, January 5, 2026	Distribute Final Closing Instructions and Requisitions	Bond Counsel
Thursday, January 8, 2026	DFA Local Government Division submits approval	Bond Advisor
Friday, January 9, 2026	**Close Transaction**	**Group**

Bosque Advisors, LLC
Municipal Finance & Policy Advisors
New Mexico Public Finance
Albuquerque

(505) 532-2701

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: F.3

SUBJECT: City Commission Workshop Minutes, September 24, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

-

Fiscal Impact (Finance): **N/A**

$0.00

Legal Review (City Attorney): **N/A**

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 10-8-25

CITY COMMISSION SPECIAL WORKSHOP MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, SEPTEMBER 24, 2025

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jocelyn Holguin, Finance Director
Angela A. Torres, City Clerk-Treasurer
Tyler Knull, Code Enforcement 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. APPROVAL OF AGENDA:

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

C. WORKSHOP:

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

a. Staff Overview & Commission Comments.

City Manager Whitehead: Under normal circumstances, an ordinance would be published for fifteen days before consideration and voting, but in this case, we have published it for sixty days. Our intent was to receive as much public feedback as we could to give the process as much light as we possibly can. We want to really give Tyler a lot of credit; this is a program he's worked on. We felt that we wanted to let that come before you and then take comments, changes, and those from the public. What we will say is that after tonight, we will go back, take feedback and begin to draft and create what we think is the final draft. If the final draft is still within the 60-day window and we are able to take action, that could happen as early as November. If we feel like we just want to finish the draft and then republish for a new 15-day window, then potentially we would do that in November, republish it, and then take action in December. So we are certainly not looking for a quick action on this, again, we are looking for as much feedback as possible. I'm going to allow Tyler to talk about the ordinance, he's made some changes and recommendations as he's received feedback, and then we will begin to take comments.

Tyler Knull, Code Enforcement Officer: I just want to reiterate, the reason that we have even looked at revising our chapter three is due to legal loopholes, legal gray areas that we were running into, definitions weren't quite up to par with what the courts needed to prosecute cases, there were just a lot of issues we were running into with something being too vague or something being to ambiguous. Other changes that have been made are changes to the penalties; we've adjusted penalties to be a little bit more considerate of situations. At the end of the day, we don't want to criminalize people for dogs getting out, things happen. We have kept some of the same penalties for animal cruelty, we want to make sure that those are a little bit more stiff. Animal cruelty, personally, for me, I've enforced a lot of really bad animal cruelty cases, and I don't really have a lot of room for animal cruelty. Other things like nuisances and things that people can work on and come together on. I've adjusted the penalty to be between $24 and $200 maximum, at the court's discretion, with certain things. Ms. Vankavage from Best Friends Animal Society has also brought to my attention that there were a few situations in there that were interfering with judicial independence, where it said that a fine couldn't be taken under advisement by the court, and it has to be issued by the court. There were no suspensions, deferrals, anything like that, and that interfered with judicial independence. So those sections have been removed to allow the judge to have that discretion. Other things that have been brought to my attention that aren't in the packet are community cat programs, I believe Ms. Vankavage is going to be presenting some things on that, but I'd like to also bring that to the table, that I'd like to foster a discussion on that, as well as a few other things, like the microchipping becoming the permanent animal licensing, the intent for that is to help save people money by having a one-time fee for a microchip rather than a $5 annual fee, it would just be a one-time payment of whatever microchip company you choose is. I would also like to point out that there are some markups on the side that reference specific county ordinances from Santa Fe, things

like that, that's not saying that we took from those specific entities, that's just saying that's where the idea for that specific section came from, or any adjustments that were made, that would be where we got the idea from, it wasn't just a "Oh, I think this is a good idea." We looked at other surrounding areas and saw what they were doing, and said, "Let's see what we can do to adjust that and tailor it to our community." Again, this is supposed to be community-oriented, it is supposed to be oriented for the people that have delt with it the most, the Clerk's office, the animal shelter, and the ones enforcing it at the Police Department. This has been very collaborative so far with those three entities, and we would like to continue to keep it collaborative with the community and the commission, and foster discussions about it. I've had a few questions that have been brought to me, and I'm hoping that the people who have brought those questions to me are present. I'd also like to thank anyone present that has any questions, comments, or concerns, for coming to voice them, because ultimately, that's what will help us adjust this ordinance to what this community wants, and that's the ultimate goal. Again, our goal is always compliance, and I think that if we have community input on an ordinance, that is how we are going to get that compliance.

Mayor Hechler: This is being recorded today, and we will provide minutes of all the conversation and your comments, I also want to open it up, where should the public send comments to? If somebody wants to write out a comment or suggestion, where should they send that to?

Tyler Knull, Code Enforcement Officer: I'm the one working on it, along with the Animal Shelter and the Clerk's office. I would direct those questions to one of those three entities because we are the main three entities working on it, but I am hoping that they feel free enough to open up the discussion with the commission, that way you can forward any questions, comments, or concerns to us as well.

Mayor Hechler: Obviously, we can take questions, but if somebody wants to send it to the city, for instance, "Attn: Tyler Knull" would that work?

Tyler Knull, Code Enforcement Officer: That would work.

City Manager Whitehead: It's always proper to address to the Clerk. The Clerk is always the keeper of the public record, so any comments that need to come, could safely be sent to the Clerk in Tyler's name or in your name, but could be addressed there.

Mayor Hechler: Perfect, and the comment period is open for a total of sixty days?

City Manager Whitehead: Correct.

Mayor Hechler: And when did that start?

City Manager Whitehead: We started in August.

Commissioner Fahl: We're about thirty days in.

City Manager Whitehead: We're about halfway through.

Mayor Hecher: So, we still have plenty of time.

City Manager Whitehead: Plenty of time.

Mayor Hechler: I like your idea of having the sixty days to add the comments, make the changes, and then go back out there for fifteen days, because I think the public has a right to see the changes we made before we go to the final publication, I think that was a good idea.

City Manager Whitehead: Thank you, I think the public would enjoy seeing it without the lines. Tyler did a good job of breaking it apart, telling you where he moved what, and then I think having that final draft in its final form would allow one more good set of eyes on it.

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

Mayor Hechler: We have a special guest here today. She's a senior legislative attorney from Best Friends Animal Society, Ledy Vankavage. It's always nice to have a person that cares about animals here talking to us and helping to educate us, I think it's really important. I wanted her to speak first because I believe whatever you say to us might change some of our minds and may prompt some additional discussion. I am glad that she is here, generally we only allow five minutes for presentation but we're going to extend that just a little bit for you because I know you spent a lot of time putting this together, but for the rest of the folks, if we can try to keep it under five minutes – we won't actually time it – I think most folks will get through it a lot quicker than that, but if it starts getting excessively long, we'll let you know.

Ledy Vankavage, Best Friends Animal Society reviewed her presentation with the governing body. (Complete copy attached hereto and made a part hereof).

Mayor Hechler: Thank you, Ledy. As we continue with our public discussion, Ledy, if you find that there is an opportunity for you to answer a question, would you please raise your hand so you can chime in? Thank you so much. Alright, let's start out with our commissioners, do we have any comments?

Commissioner Fahl: I actually came up with four pages of comments, as those of you who know me know that I like to critique things. I would say, most of the items I put in there are probably already in the animal ordinance, but I think some of them are very restrictive and overburdensome to our residence, as in the licensing. I bet 70% of our residents don't do that. Part of it is because there's a fee, I think a lot of things we have in here, we are charging them for. If we're charging them for that, I, as a resident, say, "Oh okay well that just goes in your general fund, what good is that? That's just another way for the city to make money." If we are saying that's to help with animal control or

the shelter, then perhaps the city should create an income line item for all of those fees, because then we can directly show the public, like when they get their kennel fee or their multi-use fee or whatever fee, that it's actually going to benefit the animals, then they won't be so reluctant to pay that, or they'll see a direct benefit of "I'm paying for that, but it helps for that purpose." Can we do something like that?

City Clerk Torres: On the finance side, and maybe Gary could clarify on that, but I do know that when they have the animal licenses or the kennel permits or things like that, it does go into a specific line item, I'm not sure if that goes into the general fund or how it works on the other side of the budget, but it does have a specific line item, it's not just a miscellaneous fund that it goes into.

Commissioner Fahl: I think if we can show the public that it really is going to benefit that, rather than "Oh well that's just the kitty fund that we put it in." we need to justify those expenses and what we're doing with them. Some of the requirements in there I think are burdensome for shelters. The wording is so specific that probably 80% of the community don't do that. Like how the shelter needs to be, I have two dogs, they're mostly inside dogs, they go outside, I don't have a little specific structure, because when it rains, I bring them in the house, and I would think that probably most of our citizens are like that. But we're going to fine them, so if they don't have that outside in their yard, then they're already out of compliance, so most of our residents are out of compliance and they could be fined, and I think that we don't educate them enough, but also some of those things, I know the purpose, but they can create financial hardships or maybe they can't build that, so then they're just going to turn their animals in. I think some of it is, as I said, very burdensome and expensive, and as we all know, we're in a primarily low-income community, so how can they afford to pay for those things?

Mayor Hechler: The shelter can be your house.

Commissioner Fahl: But it doesn't say that.

Tyler Knull, Code Enforcement Officer: So it does say that.

Commissioner Fahl: It says the shelter has to be non-toxic and all kinds of stuff, it doesn't say *it can be your house,* that word.

Tyler Knull, Code Enforcement Officer: I can definitely add that provision in there.

Commissioner Fahl: These are just little things that are missing.

Tyler Knull, Code Enforcement Officer: Yeah, I can definitely add that in there. The way it stands now, our code doesn't specifically state that, but we allow that and we tell people that some dogs just like to be out in the sun, I know my dog, personally, likes to hang out in the sun, we don't have a specific dog house for her, she's an inside/outside dog. We do try to tell people that as long as your dog is going in and out, it doesn't

necessarily have to have a doghouse, but if it is consistently outside, you need to have some protection from the elements for it.

Commissioner Fahl: So, we need to define that.

Tyler Knull, Code Enforcement Officer: Yes, I can definitely add that.

Mayor Hechler: For an example, I have a pet door in my house. My dog can go in and out whenever she wants, so the shelter is the house.

Commissioner Fahl: But since it doesn't allude to that, the way I was reading that, I didn't get that from the language. I thought you had to go build a specific structure for my dogs, and I don't have that, so as a commissioner, I'd already be out of compliance, and that doesn't look good, so I just think things like that.

Tyler Knull, Code Enforcement Officer: And I think I would defer that to Attorney Rubin, do you believe that the way the code is written should include that? I'll still add it if that's what everybody thinks, but do you think it's too specific where it doesn't allow that specifically?

City Attorney Rubin: Your questions, do I think it's too specific in our code, or –

Tyler Knull, Code Enforcement Officer: At least pertaining to shelter for animals, do you think it's too specific where it doesn't say we can have animals go inside someone's house?

City Attorney Rubin: You know, it might not hurt to maybe put a provision in there to be on the safe side.

Tyler Knull, Code Enforcement Officer: I can see that. As far as other things, just to help settle concerns with things, and the chief knows this as well, we almost never cite on a first offense unless it's pretty egregious, and at that point, it's still up to the court to determine what the proper route to take from there is. 90% of the time we come up with a resolution outside of trial, and it just goes in front of the court to tell the judge, "Your honor, this is what we've decided to do to fix the situation for the future, and that way it's on the record." We almost never cite for a first offense, there's usually a fourth or fifth time when we finally decide to cite, just because we do want to give people the benefit of the doubt. At the end of the day, things do happen, maybe there are some financial hardships, but we do try to work with people, and we do try to let people know that there are resources out there to get some stuff done. We tell people, it doesn't need to be the most fancy thing, but you do need to make sure that the animal is taken care of, and that's our biggest goal. Even if we can see that someone is trying, and it doesn't specifically state, we'll give some time to work on it, just with anything that we do.

Commissioner Fahl: However, you could, because it said they will. So again, we're putting financial burdens on people, having them chipped, I think that's great, I think my

dogs are chipped, but I'm not sure. But then, we're making them all do that, well, if we have a grant to do that, but what happens when we don't? Again, they're all out of compliance, so some of those maybe should say, "Should" or "We prefer" or whatever, but saying "You *will*" then could create hardships down the road. So, I'm not going to read all four of my pages, but I did want to reiterate what we had said when it was brought back to us earlier, about livestock running at large. As this community was founded based on agriculture and mining, and we don't want to forget that, yes we have permittees that are right across a river, we're punishing them for their livestock crossing the river when the river is down. As you said, it's already in the ordinance, which I didn't know. I, adamantly, will say that we should not force that on the permittees, or as you said, they can come from Dona Ana County and come up here. Those are livestock, and therefore have a particular purpose, that's not the same thing as somebody having a pet. People have goats, they have those little miniature pigs, even in some residences, they could have horses. To me, having a pet livestock running at large is different than somebody raising livestock for a living. I think that if we could just add, in that section where it says "It is unlawful of owners of livestock to allow animals running at large." Etc. If we inserted, "It is unlawful for the owners of livestock who reside within city limits" because when you really look at livestock and pets, that is their pet, they're not raising it for beef cattle, they're not raising it to sell, they're raising it because it's their little pet horse, it's their pet dog, or sheep, or whatever it is. That shouldn't be in the same category as the Hopkins running their cows across the river, we should look at those separately. So if we say that it's the resident, if you're a resident in town, then yeah, you're going to be in trouble. I will say the agriculture community will have an uproar, and I'm going to adamantly vote against this as loud as I can if we leave it the way it's worded.

Mayor Hechler: Let's keep moving, we can't stay on one point for too long.

Commissioner Fahl: Okay, that's all I'll talk about then. Anyways, I provided those in written form, and I sent them to Gary, so you'll be able to look at that later.

Mayor Hechler: What is the cost of a microchip?

Tyler Knull, Code Enforcement Officer: It really depends on the company.

Ledy Vankavage, Best Friends Animal Society: If you buy them in bulk, you can get them for around $5 or $6.

Mayor Hechler: And would, for example, the City Clerk administer the microchip or does it have to go to the shelter?

Tyler Knull, Code Enforcement Officer: Currently the animal shelter and the veterinarian's office need to take your animal to Las Cruces. In this provision, it would allow you to take your animal anywhere, get any microchip company that you prefer, at least for the microchipping requirements, from anyone qualified to give the microchip. That way, people can maybe wait for a free microchip day somewhere and go get one.

The only reason that there's even a microchip requirement there is because, like Commissioner Fahl brought up, licensing dog tags sometimes can slip off and things like that. Our ultimate goal is to return an animal home, so if we can scan a permanent identification and get that animal home, then that's fulfilling our goal and that saves room at the animal shelter, saves us money, and saves us resources.

Mayor Hechler: Would you consider microchipping an animal versus getting a license, would that be the same thing?

Tyler Knull, Code Enforcement Officer: What I am going for is to replace our current animal licensing process with a microchip permanent license, that way someone can go and get a permanent license anywhere they want, rather than just being able to register with the clerk's office.

Mayor Hechler: Okay, that answers my question.

Ledy Vankavage, Best Friends Animal Society: Can I just say, a lot of cities do have low-cost microchip days, where they have a vet come and offer services to anyone who comes, and they'll charge like $15 for it.

Mayor Hechler: Right. Instead of having to license a dog once a year, which is $5, right? But you have to do it every year?

City Clerk Torres: $5 or $50 depending on if they are spayed or neutered. If they are spayed or neutered, it's $5. If they are not, it's $50.

Mayor Hechler: Should there be a differentiation between if they are spayed or neutered if they're microchipped?

City Clerk: I don't think so.

Mayor Hechler: Okay, being that there are no other comments from the commissioners, I will open it up to the public. I only have one person who signed up to speak, but I'm not going to worry about signups. If you want to come up and speak, raise your hand and I will call you up. Ms. Sloan, you had your hand up first.

Kathleen Sloan: I just want to say that I spoke to some people who were very involved with the Sierra County Fair, and they couldn't be here because this is delivery day for animals. So, I think you're missing out on a lot of people that care about animals because they're involved with the fair. If you had a second town hall, I think it might be better attended, and it takes a while for it to percolate down into the community what's going on. The major thing I had was on page 48, it said, "Visit a premises by animal control and designated zoning official or administrator." I don't know what that means. Is the designated zoning official Traci Alvarez currently?

Traci Alvarez, Assistant City Manager: That's correct.

Kathleen Sloan: And administrator, so you've got to have an animal control officer, or you've got to have Traci Alvarez and an administrator, or an administrator. I think that's so vague that the public should be able to know who's responsible, and who is accountable for enforcing that part of the law. I think it should just be the animal control officer because they're the ones with the training to assess the situation, and that phrase was also on page 51 twice. My notes are bad on page 51 so I don't know what the first reference was for, but it was the same thing, animal control officer and designated zoning official or administrator. The second reference on page 51 is for inspecting kennels during normal business hours, and it was the same thing. So, I would like that phrase cleaned up and made more specific.

City Manager Whitehead: Mayor, if I could comment just to make sure we're all on the same page, it would appear that all of those are also requirements that have to come before Planning & Zoning as well, so I think that would be the connection, because they are for kennel permits. To get a kennel permit, you have to come to Planning & Zoning, they have an action to take as well, and we've asked that potentially as we think about new kennel permits, that we designate or identify clearly the number of square footage that would be available per animal, so it doesn't become a guess, but that would require a team effort. We can look at the language, but all those would be revolving around the Planning & Zoning Commission having a responsibility. If we're going to take that off of Planning & Zoning, which may or may not be necessary, then it could be just the animal control officer, but if it still requires the Planning & Zoning Commission to take action, then an official would have to go to be able to present to them as well.

Kathleen Sloan: But this part of the code is for the in-field work, this is for who goes out into the field to inspect a kennel.

City Manager Whitehead: Correct. I'm looking at page 48, item B is for kennel permits, and then it talks about on-site visits being from the animal control officer and designating zoning official or an administrator. Because that requires both to take action.

Kathleen Sloan: In the field.

City Manager Whitehead: In the field, right.

Kathleen Sloan: Oh okay.

Tyler Knull, Code Enforcement Officer: If I could also add to that, currently we have to have code enforcement, which is myself, and a person designated as animal control, which is another code enforcement officer, going to perform the inspection. That way, we have one person looking for specific animal violations, and another person looking for code enforcement violations like weeds, trash, etc. We believe that our cattle permits, multi-use permits, and special use permits are held to a higher standard, so we make sure that the premises is clean and sanitary, not only in an animal control sense, but in a property sense as well.

Kathleen Sloan: So in any case you need two people in the field?

Tyler Knull, Code Enforcement Officer: Correct.

Kathleen Sloan: Alright, maybe clarifying that so the public isn't wondering who is responsible at the city. The other thing I've already discussed with Mr. Knull, and it's already been discussed by Ledy, but maybe softening the ordinance so that people who are feeding strays and also fixing them, you know, I have a deal with my next door neighbor, and you know you've got to feed them to make friends with them, to trap them and take them in or to touch them. So we're doing that, but we're out of compliance. To encourage that versus to discourage that because the way the ordinance is written, you're discouraging people from doing that, I'd like that to get changed. Thank you.

Buddy Montoya: I am a life resident of T or C, actually I lived in the County for many, many years. When I returned to Truth or Consequences thirty years ago, I made my residence here in town, so I'm one of the ones that's a pain in your butt to law enforcement, animal control. I've made many, many complaints, I do want to speak about the microchip. I have had some issues with that, I've never had microchips before, but not quite two years ago, I got a little chihuahua and I decided since she was so small, I wanted to make sure she was microchipped. I did take her out to the animal clinic in Williamsburg and had her fixed and at the same time had her chipped. About three or four months ago, when I took her in for her nails to be clipped here at the city, I asked them to check her chip to make sure it was working. I found out it's not working, so I went back, and I talked to Maggie out in Williamsburg. That was about three months ago, she told me she would get on this and find out. I have yet to hear from anybody about this. The microchip she had put in at the time is not working. I was told that maybe it didn't get registered, so I contacted the company. Here's where my problem is, and I'm concerned about, is they get microchipped, and we have to pay for a microchip and it doesn't work, what I was told by, I think the name was Home Again, they said that it was probably a bad chip, so you're getting bad chips, and now I'm going to have to pay to have her re-chipped, which I don't want to put her through. I'm kind of against chipping because you're going to have problems with the chips. Home Again did tell me that there are a lot of times they get complaints that the chips go bad, they're not supposed to, but some do. So that's going to be a cost back on me, and it's also going to have to be where I need to take my dog back to have this done again to her, and I don't want to put her through that. Another thing I have is some of us have what I call yard dogs, you guys know what I mean, when you're out in the county, you have dogs out there, you have them in their pens and everything, they're kind of wild, they take care of your yard. Well, the one dog that I have, he's a German Shepard, of course he's in at night. I do take him in to get his rabies shots, but the problem is that I don't know how we're going to get him in to get a chip done. It's hard enough for them to go out and do a shot, they do help me out on that, going out in the truck and giving him his shots, because I can't really get him to go inside a building like that, other than going into the house. So that's going to be a problem, some of the dogs in town, if they're yard dogs where they're not used to going into buildings and being on leashes and everything, it's kind of hard to get them into stuff like that, so I may be

wrong about that, I'm not real sure. That's my concern, is the microchip not working and having to get it redone. That's one thing that I'm kind of against. Now, I want to echo Commissioner Fahl on livestock. I have listened to that quite a bit, I guess I'm one of the nosy neighbors, I've heard them contact about livestock before, and I'm kind of against the way that they're doing it. I've known the Hopkins for many, many years, they've had their cattle roaming for many years, way back whenever I was a kid, and that was many years ago, there is a free roam for cattle. Another thing is, why is animal control dealing with these cattle? That is livestock. Whenever cattle are out, livestock should be called. I understand if livestock is out, he lives out in the Hatch or Arrey area, but to say that you're going to cite somebody for livestock here, and I'm not complaining to law enforcement, I appreciate what you guys are doing, but that is a livestock issue, not animal control. We do appreciate you moving them out of the yards and stuff, I do appreciate that, and I think that was mainly what I wanted to talk about. I do want to say thank you, the other day when I contacted you about the animal on my street, he did take care of that. I wish there were more people like the person he went and spoke with about the dog that's been roaming up and down. I wish there were more people in this town that when code enforcement talks to them and asks them to take care of their animals, this town would be perfect. I want to thank officer Knull personally for taking care of that for me, because I have not seen that dog since you went and talked to them. I appreciate that. Thank you very much.

Ledy Vankavage, Best Friends Animal Society: Can I clarify about the microchip? You can do it in a car, I have two pit bulls, and they were microchipped in our car at the time they got their rabies shots. A lot of times, they'll combine the rabies vaccine clinics with a microchip clinic. It's a little bit bigger than a shot but not that much, it's about the size of pencil lead, so they could do it in the car. Again, I've had my dogs chipped and a lot of cats chipped, and I haven't had a bad one yet. It's very sad that you had that experience.

Buddy Montoya: Well, my main thing was if it happens, it's your expense again, that you have to pay for it and put your dog through it again, and I understand it's shots. Do you have one of the scanners?

Tyler Knull, Code Enforcement Officer: I do.

Buddy Montoya: Would it be possible for me to meet up with you some time that you could go by and check the little dog to see if you can get it? Because they couldn't find it.

Tyler Knull, Code Enforcement Officer: Yeah, of course. And I'd like to add, some companies do want you to register annually. As long as the number is showing up, that number is always going to be different, so that's why we're saying to register with the clerk's office as a form of licensing, that way if that number is saved with the clerk's office, even if it's not registered with the company, we still have that number saved and we can still trace it back to the owner.

Buddy Montoya: And hopefully it stays one time.

Mayor Hechler: I suspect that you're called out for livestock calls because you're animal control, but you'll then call the livestock inspector out, right? So, a lot of times your calls, I know it's not your jurisdiction, per say, but you'll call somebody else out?

Tyler Knull, Code Enforcement Officer: We do contact livestock. Livestock will not respond. They say that New Mexico is a fence-out state, and if the municipal body has authority, or we're setting the rules, then that's our responsibility to enforce it. I'd like to point out that if we don't have any rules regarding it, we could allow livestock to roam wherever, and that's a liability. I believe that's why we probably have that.

City Clerk Torres: I think where he's coming from is, we do have people where livestock will go into their yard, eat their gardens, eat their trees, and somebody needs to be held liable for it because that's destroying somebody's property.

Commissioner Fahl: This is a fenced-out state, so again, there's a difference between the Hopkins and the Smiths running cattle, and the river's down so they cross, that's the only time they cross, but if you have your pet livestock, that's a different situation.

City Clerk Torres: Yeah, but you shouldn't allow it in somebody's property, I think is where they're coming from.

Commissioner Fahl: Then put up a fence. I think Amanda and I would both say the same thing.

Mayor Hechler: We can discuss that further later on.

Commissioner Fahl: Right, you're not going to solve that today.

Tara Manning, Animal Shelter Supervisor: I was just going to touch on the same thing, as far as microchipping, we have drive-through clinics that we did back in May where we partnered with RezDawg Rescue, and from the sounds of it, they're going to try and make it an annual thing where you can drive in, the animal is in their car, they're microchipping, giving their shots, and they're taking off. When RezDawg does it, they register it on the owner's behalf. The shelter has microchip readers as well, if Buddy wants to bring his chihuahua by the shelter, we can scan it that way too, see if it's working. When we put a chip in at the shelter itself, sometimes depending on the dog's fur, let's say you have a chihuahua versus a husky who's fluffier, you don't know. So, we give the shot, we check it to make sure it's there, and we jiggle the fur a lot to see if it's going to fall out, because some dogs have thick skin and some dogs don't. We jiggle everything around and we scan that chip at least five or six times to make sure that it's working. We have several microchip readers at our shelter, and I make sure that animal control has them as well. When their batteries are low, they come to the shelter, they get one of our spares, and trade it out. We make sure that they always have microchip readers on their vehicles that are working.

Esther Luchini, Planning & Zoning Commission: I'm here on behalf of the Planning & Zoning Commission. These issues come up often, and personally, they're hard to make a recommendation for either way, but I did have some questions. So the number of animals per kennel is going to depend on square footage of the property?

City Manager Whitehead: Our discussion since the last issue has come up would be to take a look at the accessory limits of a property, potentially. We're trying to work through zoning as well and thinking about how we connect them. Whatever the accessory size is would come up and say, if you had a small dog you would need 5x5, if you had a medium dog 7.5x7.5, something like that, that's just been our general conversation so that when somebody submits a kennel application, they have to say, "This is how much square footage I have available to build a kennel, and we're going to put this many dogs in it." and that would tell us how many animals they would be allowed to then permit. That's what we're thinking the process is. Right now, the ordinance just says it's based on an assessment. Tyler basically has to say, "I think you can have six or seven." So we think it needs to be clearer so it's black and white. So, I think yes, but with some work to be done in Planning & Zoning, not through the animal control ordinance.

Mayor Hechler: And you're going to provide those numbers to the Planning & Zoning Commission, right? So, if you get a permit, you're going to go out and inspect and say, "This property is fit for this many animals and they can do this with these kennels." Or whatever, but you'll make that report to the Planning & Zoning Commission so they can make an informed decision, is that right?

Tyler Knull, Code Enforcement Officer: That's correct, and that's why we do have a code enforcement official inspecting as well, with animal control.

Esther Luchini, Planning & Zoning Commission: Right now it's just, "You can have this many animals." Correct?

Tyler Knull, Code Enforcement Officer: Right. It's kind of a blanket statement, "You know what? Those dogs seem like they have enough room to move around comfortably."

Esther Luchini, Planning & Zoning Commission: Okay, so to Gary's point, size-wise, I don't think we were considering size before. One of the members was concerned about the number of animals, but I don't know if we considered the size of the animals. So that would be a good thing.

City Manager Whitehead: That's what our general concept and conversation would be, that we would look at some factors, some formula that would say if it was a 5x5, this is how much square footage, and that equals the number of dogs.

Mayor Hechler: There's also a size regulation regarding the size of the animal. So if it's a large dog, obviously it's going to need more space, and that seems like it's spelled out in the ordinance as well.

Tyler Knull, Code Enforcement Officer: Yes if you look at page 32 of this proposed revision, it does have that spelled out based on the weight of the animal.

Esther Luchini, Planning & Zoning Commission: Okay, so I apologize, I haven't read the revision so I don't know, thank you for clarifying. On that topic, the number of animals would be determined by the size of the area as well?

City Manager Whitehead: That's correct.

Esther Luchini, Planning & Zoning Commission: How about the length of time of the permit? It was a year before wasn't it?

City Clerk Torres: It's going to stay the same.

Mayor Hechler: What I'd like to propose is that we keep it to a year, but that it could be reinspected every year, but it doesn't have to come before the Commission every year, for up to three years. That's something we'd like to see in here.

Tyler Knull, Code Enforcement Officer: We'll have to mess with the wording to make sure that we can inspect if changes are made, or as needed, but it doesn't have to go to Planning & Zoning every single time. The initial will still have to go to Planning & Zoning.

Esther Luchini, Planning & Zoning Commission: Okay, how about number of kennels permitted in the city? Because I live here and every house around me wants to get a permit for a kennel. Could we limit the number of kennels in the city?

Tyler Knull, Code Enforcement Officer: We currently don't have that provision, I think that would be more of a Planning & Zoning comprehensive planning ordinance section.

Mayor Hechler: Could you limit the number of cannabis shops in the city? It may not be a direct correlation, but –

City Attorney Rubin: That'd be hard to do, legally.

Esther Luchini, Planning & Zoning Commission: Okay, that's an idea. As far as personally, as far as the fence-out state, personally, that's the stupidest thing the state does. When you take in an animal, whether it's your livestock for business, or your poodle for a pet, you're responsible for that: food, vaccines, shelter, permits, chipping, that's your responsibility no matter how much money you make or don't make. What baffles me is some people with cattle, because I've had these issues out there, their biggest thing is it's a fence-out state, but if your cattle are in somebody's yard in town, don't you feel responsible for them? Don't you want to know that they're within eyesight of where they should be? Who knows what's going to happen to that cow in somebody's yard, and you're liable for it. That's my opinion on the fence-out state.

Mayor Hechler: That's certainly going to be an interesting issue once we get through this, I appreciate that.

Esther Luchini, Planning & Zoning Commission: And you know, when the river is up, you don't have cattle in town probably, but when the river goes down, I mean those people are responsible for their cows and when they come into my yard, it really upsets me.

Mayor Hechler: I'd like to make a general comment, and Ledy, you tell me if I'm thinking right or not here. First of all, I want to commend Tyler for putting this together, it's very comprehensive, it's got a lot of stuff in it. Some people are scared it's got too much in it, it's got too much power, that we can do too many things to the public. I kind of have a different view of that. Here's my view, and we'll see if I'm going the right way or not. I like the idea that all this stuff is covered, because a lot of time when we're looking for things to deal with, "What ordinance does that fall under?" or "How do I deal with this particular animal?" there should be an ordinance to cover that. What it comes down to for me is the attitude of the officer and the way it's enforced. We don't have to enforce every infraction that's written in our codes. We go out and we talk to people, and a direct example is speeding, for instance. We know that you can cite a person for going one mile an hour over the speed limit. Do we do that? No. We usually wait until it's five, six, maybe ten miles an hour over the speed limit, and then we make a stop, and then we have a conversation. Then we decide whether we are going to write a ticket or not, sometimes we don't and sometimes we do. I kind of look at the enforcement of an animal control ordinance like this kind of the same way. You have an infraction, you have a conversation. Figure out what the issues are, talk about the situation, and then you decide, based upon the circumstances, whether you will write a citation or not. Certainly, if you've given this person two or three breaks, and it's time to write a citation, you're going to do that. So, I would much rather have the ordinance written out and be available, but it comes down to how the chief interprets it and how he wants his officers to administer the citations or the ordinances and how to take care of it. I think we have a very good track record in this community that it's community policing, we talk to folks, we take care of the worst-case scenarios of things the way we have to take care of things, but we work with the public. I would look at that the same way in an ordinance like this, I'd rather have the bases covered and then have that conversation and be able to deal with the public in a good way, and in a positive way hopefully. Is that okay?

Ledy Vankavage, Best Friends Animal Society: I agree, mayor. It's all about community policing. Again, giving them the authority to waive things, or help fix a fence, you know, to keep a dog in. People love that; instead of taking their dog away. It's just good for the community, so I think you're definitely on the right track.

Mayor Hechler: Thank you.

City Manager Whitehead: I would just conclude and support you in that. I think the goal here is not to create a situation where we're driving around knocking on everybody's door to check on their animals, we want everybody to have peaceful enjoyment of their animals. All of us would love that more people are taking care of their animals, but we do

need to give the police department and animal control the tools when those animals are being abused, that's the bottom line. If they find themselves in a situation where it's bad, they need the right tools to be able to deal with it. I think having Tyler look at this has given it that fresh look. I had comments and questions about the fees and those kinds of things, I want to make sure that they're consistent with statutes, and that they're not overburdensome. If you can't pay to take care of the animal, you really can't afford to pay the fine, so we know that potentially could get deferred. We do still need to look for what our best mechanism is going forward for some type of enforcement. I think that has to be talked about. I have to say, I was not thinking about an innovative program like the cat concept, I think that's really innovative to think of another way other than just to catch and bring them into the animal shelter and try to find a home. I would certainly welcome some more ongoing conversations on how we could potentially change the ordinance to include something like that. The last piece would be, we still need some overview on the other items within the ordinance revision to make sure we're not too restrictive, I don't think we are, and I look forward to some more comments. I have said it before, but as it relates to the cattle, one of the first problems I had when I came here was the cattle that seem to roam Veater street in the mud. I think we do have a good permittee there, that is proper, but I do think we need to make sure our eyes are open to answer the question: How do we legally help that permittee get those cattle out of peoples' yards? It is a problem, it may be a fence-out state, but I do want you to be open to thinking about how we deal with it as a city. What can we do? We don't want to fine him, but we certainly need the right mechanism to help have that happen. Does it need to be timely? Those kinds of things. We just can't have somebody that says, "Well it's a fence-out state and I can't get there for a month." it is an issue. I don't want to get into the weeds, I know it can be contentious, but it is a real issue at that time for those residents in that area, so we need to find the best reasonable solution. We're lucky, we do have a great permittee there that takes care of it, but it could be the other way at times too. Thank you for letting me make some comments.

Mayor Hechler: Yes, thank you.

Commissioner Fahl: I was going to suggest, Tyler, when Kathleen was talking about the Southern New Mexico Fair, do you think it might be possible to have a booth at our County Fair so you could take comments? You wouldn't have to do it on the weekends, I think it'll be open Thursday and Friday, so maybe you could have some copies there and you could get some feedback from people at the County Fair. That might be a good opportunity to interact with people.

Tyler Knull, Code Enforcement Officer: Yes, I definitely think that's a great idea. I honestly forgot it was County Fair season.

Commissioner Fahl: I think it's the first, second, and third, so it's next week.

Tyler Knull, Code Enforcement Officer: That is something that I wanted to get out to the events, if you noticed, at the last Dancing in the Streetlights event, I was actually set up, ready for public comment, questions, things like that, and for this next one, I'm hoping to

be there as well. Hopefully I can get set up for the County Fair, that's definitely something I'll be looking into.

Commissioner Fahl: Cool.

City Manager Whitehead: What a great idea.

Commissioner Mitchell: I did have one comment, and it was on the cows getting lost, if there was a way that we could have Tara put it up on the Facebook, you know, "Found cow, claim within three days or we're going to have a city barbecue." I think they would get there pretty fast.

Mayor Hechler: Then we could microchip cows.

City Manager Whitehead: We can.

Mayor Hechler: Well, having no further public comments nor any further commission comments, this meeting is now adjourned. Thank you.

D. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 6:39 p.m.

Passed and **Approved** this **8th** day of **October, 2025**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, CMC, City Clerk

Saving Tax Dollars by Empowering Citizens to Save Lives

Ledy VanKavage

Senior Legislative Attorney,

Best Friends Animal Society

- 2014 American Bar Association's Excellence in the Advancement of Animal Law Award
- 2018 Wallace Award winner
- 2021 Women in Government Relations winner of Best State Gov Campaign- Pets in Housing
- Past Chair of the American Bar Association's Tort, Trial & Insurance Practice's Animal Law Committee
- Past Chair of the Illinois State Bar Association's Animal Law Section



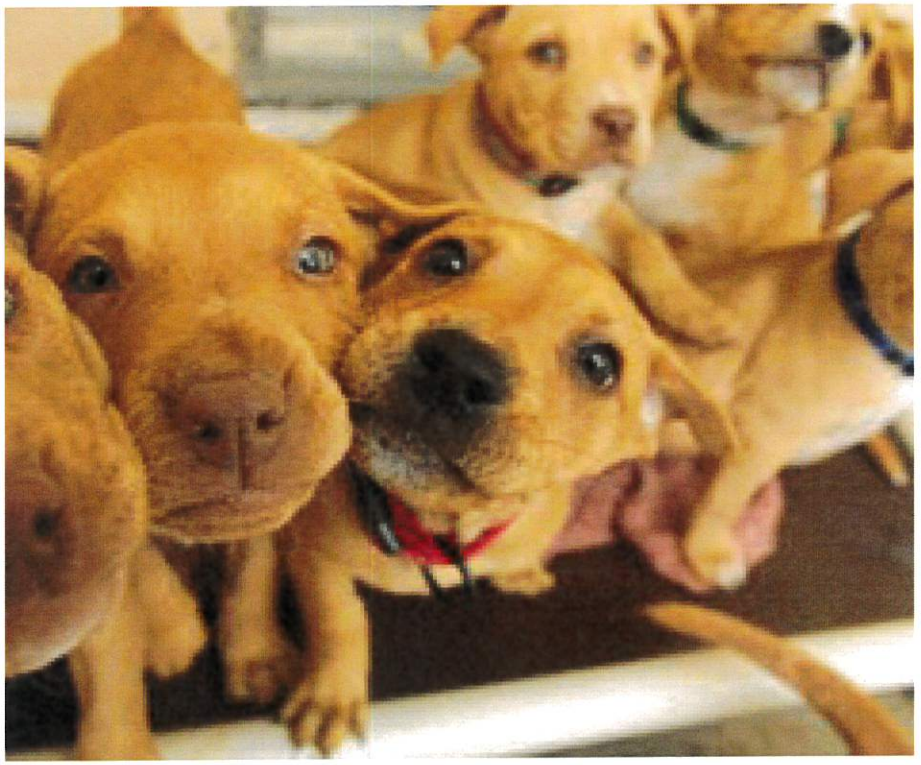
NM Statistics

- 60% of NM households caring for at least one pet.
- However, the majority of New Mexicans live in a community with poor access to veterinary care with 17.6% living in poverty according to US census data.
- In 2023, 87,546 dogs and cats entered shelters in New Mexico, the highest number of animals entering shelters per capita out of any state in the country,
- 25% of pet entering shelters were surrendered by their families



Best Friends Collaboration with T or C

- $12,300 Medical Grant for Shelter Dogs and Cats
- $5000 Adoption Stipend Grant
- 2 Chartered Flights with 80 animals transported to Best Friends Animal Sanctuary in Kanab, UT
- Funding for 3 T or C partners to pull more dogs and cats from the Shelter



LV

Trends in Sheltering

- Assisting owner keep pet saves on average $500 net/per pet
- Focus on resolution/improvement over citations (not uncommon for a large city to have $1 million+ in unpaid citations)
- Bringing social workers into shelter & field operations to assist pet owners (most cross into other human needs which affect the pets)
- Repeat offenders not first-time complaints before citations
- Defining public versus private concerns & nuisances – getting multiple similar complaints in an area

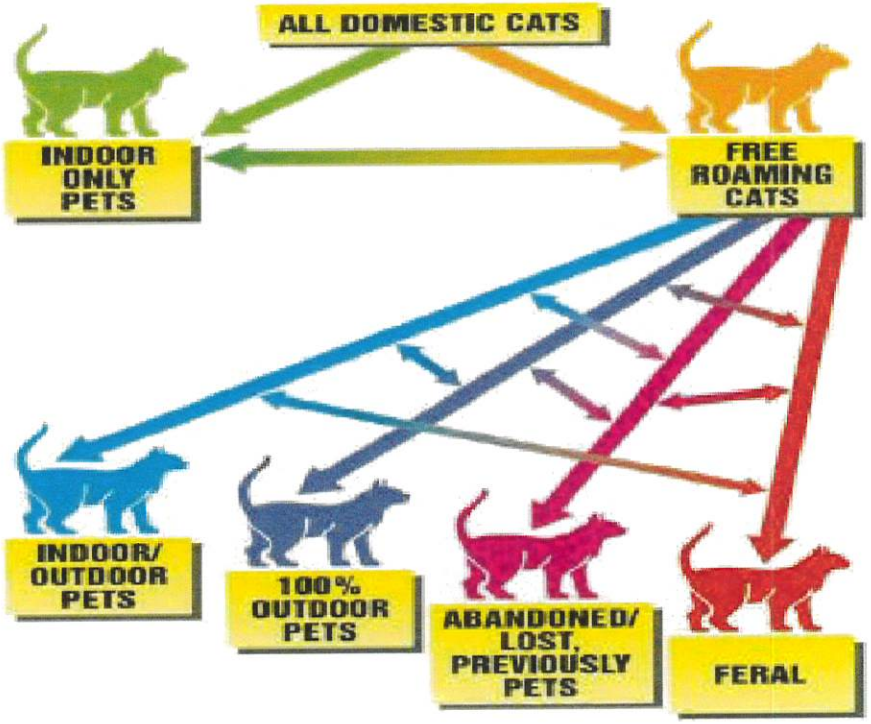
What is the actual problem and why is it occurring?

- Poverty
- Lack of Education
- Lack of Accessible Vet Care-Low Cost Spays & Neuters/Vaccines & Microchips
- Lack of Pet Inclusive Housing
- Lack of Fencing
- Reckless Owners (IMLA Reckless Owner Ordinance)

Punitive approach will not solve every problem



Cats are different from dogs-
Different species should have different policies!



Community Cat Program simply stated

A common-sense, cost-effective solution for controlling free-roaming cat populations by preventing additional births instead of trying to house, feed and adopt/kill more cats.



Why Community Cat Programs? Save $$

.

Taxpayers deserve a program that is animal-friendly and more cost-effective, that reduces the burden and bureaucracy placed on animal control.

- Lower intake and euthanasia
- Less need for cat housing
- **Increase in employee morale**
- Greater community goodwill
- Reduced nuisance calls



It's also "worth" it for the municipalities

- Helpful considerations for local governments
  - The cost of capture and euthanasia is roughly double the cost of performing a sterilization procedure. *See* Kathy L. Hughes *et al.*, *The Effects of Implementing a Feral Cat Spay/Neuter Program in a Florida County Animal Control Service*, 5(4) J. APPLIED ANIMAL WELFARE SCI. 285-98 (2002) (average cost of impounding and killing a cat was an estimated $139, while the average cost for surgery on the cat was $56).

Community Cat Program Goals

- Protect the human population from any preventable impacts from community cats & increase # of vaccinated cats
- Stabilize and reduce the community cat population
- Provide health benefits to community cats for longer, healthier lives
- Reduce the strain community cats may place on municipal resources
- Less cats = less wildlife impacted

Cats that do ***not*** meet criteria for CCPs

- Cats with any indicia of current ownership (e.g., collar, tag or microchip)
- Free-roaming cats with significant medical problems likely to need extended veterinary care
- Cats that are declawed

CCP basics

- In all CCPs, cats without identifiable owners are trapped at their sites of habitation, then taken to a facility where they are:
  - If healthy:
    - Surgically sterilized by veterinary personnel;
    - Vaccinated for Rabies/can be microchipped
    - While sedated, marked (usually by "tipping" their ears) so that it is obvious they have been sterilized; and
  - Returned to where they were found

Who can be involved?

- CCPs can be carried out by many individuals
  - Municipal shelters/workers
  - Private shelters/workers
  - Private individuals engaged with proper veterinary support at a shelter or private veterinarian
  - Veterinarians
  - Contractors with municipal governments

National Support

- The National Animal Care & Control Association believes "that indiscriminate pick up or admission of healthy, free-roaming cats, regardless of temperament, for any purpose other than TNR/SNR, **fails to serve commonly held goals of community animal management and protection programs and, as such, is a misuse of time and public funds and should be avoided."**

National Support

- The American Bar Association urges all local governments to adopt uniform laws and policies that allow the implementation and administration of TNR programs.

Conflict mitigation

- People are more concerned with the nuisance behavior than the actual presence of the cat
- Cats can be conditioned to avoid a property through simple, proven techniques
- Best Friends offers free training to teach participants how to work with residents on mitigating conflicts with cats
  - *You Tube videos on cat deterrents https://www.youtube.com/watch?v=vMywPSBD7CQ*



SR

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: F.4

SUBJECT: Acknowledge Regular Recreation/Golf Course Advisory Board Minutes, June 2, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Approval of Consent Item

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 10-8-25

CITY OF TRUTH OR CONSEQUENCES
RECREATION/GOLF COURSE ADVISORY BOARD
Monday, June 2nd, 2025

Meeting Minutes

Regular meeting of the Recreation/Golf Course Advisory Board of the City of Truth or Consequences, New Mexico was held on Monday, June 2nd, 2025 at 5:30p.m.
The meeting was held at the Recreation Department Building.
2800 S. Broadway, Truth or Consequences, NM 87901.

CALL TO ORDER: 5:30m

ROLL CALL
David Dawdy, Chairman
Joseph Ferrell, Vice-Chairman
Shennoah Bree Nisly, Secretary, Member
Buddy Montoya, Member

1. PLEDGE OF ALLEGIANCE

- ***APPROVAL OF THE AGENDA***
  Vice-Chair Ferrell moved to approve the agenda, Member Nisly Seconded.
  All in favor.

- ***APPROVAL OF March 3rd 2025 MINUTES***
  Member Nisly moved to approved the March 3rd, 2025 meeting minutes,
  Joseph Ferrell Seconded.
  All in favor.

- ***COMMENTS FROM THE PUBLIC:***

  (3 Minute Rule Applies)

1. TorC citizen, Ron Pacourek attended the meeting and wanted to thank Gary Whitehead for his work ethic and for taking over the overseeing of municipal golf course. He brought printed copies of the current fee increase ordinance and the previous rates from 2018/2019. He invited the Golf Advisory Board to revisit Resolution 31 21/22, which he printed and presented to the board, referencing and expressing concern over the increase of fees to public. He asks the gold advisory

board to review the fee increases and keep them lower for the community, with consideration to the retirement community on a fixed income. He presented a personal Temporary Golf Course Operation proposal. He reminded the bord at the end of the meeting that his contact information is included in his idea proposal and he hopes we will review and consider reaching out.

- Chairman Dawdy Acknowledged his concerns over the fee increases and stated that this discussion will be added to the next Board Meeting Agenda Discussion for review.

2. Sam Hernandez, a current TorC citizen and previous professional swimming and diving instructor attended the meeting and expressed an interest in contributing his expertise to the City or Truth or Consequences with regards to the Municipal Swimming Pool. He also praised OJ Hechler f or his efforts in maintaining the city pool for the kids. He later also expressed interest in and encouraged the city to consider building an indoor pool with diving boards where the water could be possibly used for emergency fire-fighting.

- Chairman Dawdy expressed gratitude to Sam for his interest in being involved in volunteering for the City Pool and agreed that it is a necessary contribution not just for kids, but to seniors as well. Chairman Dawdy thanked him for his remarks and suggestions and asked OJ to think of ways to use his insight for the future of the city pool.

3. New Parks Manager, Cesar Galicia, introduced himself during public comment and OJ Hechler formally welcomed him to the meeting and stated he would be included in staff updates later in the meeting.

5. NEW BUSINESS

a. Discussion/Update:
The Advisory Board welcomed new board members Jim Apodaca and Buddy Montoya, with Buddy Montoya in attendance for his first meeting.
Chairman Dawdy formally thanked the new members stating the importance of their contributions and input to the Advisory Board.

Buddy Montoya shared that he's been a life-long resident of TorC, and has been involved in TorC recreation for many years. He shared that his father used to work for the groundskeeping of the only field at the time when Louis Armijo was still using it.

He states he is pleased to be a part of the Golf Advisory Board again, as he is a former member of the Golf Advisory/Recreation Board.

b. Discussion/Update:

OJ Hechler: Louis Armijo Sports Complex Master Plan updates.

OJ states that we are in the process of closing the grant out. He shared the final plans for the project as part of his update. He said they are still working out how to connect the fields, as they are technically not regulation fields. He said the coordinators are aware and they are still working on it. OJ shared that over the last 5 years that we've been received recreation grants, the immediate focus has been on the Louis Armijo Sports Complex plan and the city has persued additional grant funding to implement it. One important update is that one of the fields will be a flex-field for soccer and baseball. He also noted the inclusion of the Little Leauge Field and how they plan to connect everything. He also noted that the bathrooms and concessions will need to be updated. He said ultimately it will be a $9M project. He said they plan to inform and involve the community and the board on what phase one will look like. He shared regarding the District Golf Tournament coming to TorC on 6/19/25, and what the are doing to give the fields surface upgrades, install port-o-potties and make sure concession stands are ready for the tournament.

c. Discussion/Update:
OJ Hechler: TTN/Turtleback Trail Network Updates.

OJ shared that the Rio Grande Trails Commission is here, and is dedicating a section of County Road 805 on the other side of the river as part of the trail, which was a resolution passed by the county and will be named as part of the Rio Grande Trails Network, which will ultimately become a part of the Turtleback Trails Network. He shared that there will be more updates after he meets with the Trails Network planning committee. OJ also shared that Carl Colonius, the state recrecration planner, after seeing our temporary dirt dam, sees potential for a permanent dam structure there.

d. Discussion/Update:
Staff changes at Golf Course

City Manager, Gary Whitehead was also in attendance. He introduced himself and expressed excitement in working with OJ Hechler and the focus on the upcoming baseball tournament and it's visitors.
He shared that when he became involved in the municipal golf course, which golf has been a long part of his life, he had been disappointed at the current

condition of the golf course. He said that he studied it for sometime, and that the previous supervisor recently had given his notice an he saw an opportunity to make a big change. He has proposed to the commission that since the golf course was in bad shape, but didn't see it as relevant to hire another supervisor and there was no current candidate with the skills to look at the situation seriously. A decision was made to hire someone from the inside, Bob Casina, someone with a professional golf management background and currently employed by the golf course, as an onsite supervisor working under OJ Hechler, and a seasonal employee to help with the water system, with a focus on solving the issue of using the waste water for watering the fields and the pumps being on a timer. The decison was also made to close the golf course on Mondays to cut spending. We have two new part-time employees on the course and in the pro-shop. He addressed a few of the previous water issues, such as the broken pumps and timers, and shared that while the water needs turned on and off manually, they have solved that issue for the time being and they have spent a lot of time learning and are improving the issues everyday.

He also acknowledged the public comments and concerns regarding the fee increase and reinforced the financial investments and improvements spent on the golf course, including over $350K from the general fund, which includes $55K from Lodgers Tax, and that we haven't used all of those funds yet. He shared the city received about $22K in revenue from golf last year, which is not the biggest revenue generator, but agrees that while we are proud of it, if the golf course was in better condition that it would better justify the fee increase, that it would make more sense and hopefully more people would participate.

He said that he has upcoming meetings with Sierra del Rio and their golf professionals to try and build a relationship there and receive support. We are also using our fleet service center as a place to fix our equipment. He states that he proud to be in his position and hopes that his involvement and working with OJ and that we should be proud of our community and appreciates the support. He invited Chairman Dawdy to ask any questions.

Chairman Dawdy: "I believe I speak for the Board when I say we are happy to support you and your work, while there have been so many technical difficulties with regards to the sprinkler system and other issues, so we're happy to hear all that. If you can do it in a year to a year and quarter, that would be something. We have seen the problems, but have not seen anyone step up with solutions. Your interest in the community will go a long way."

Gary Whitehead also introduced Bob Casina to the Board to share some of his visions and goals for the Golf Course. Bob shared that his son is a

professional golfer and he's been involved in golf his entire life. He acknowledged the challenges and the need for many people who care to support in improving, maintaining a growing the golf course and sincerely hopes to make a difference.

Chairman Dawdy expressed gratitude to Bob for his involvement and dedication to improving the condition of the golf course.

Buddy Montoya: Shared that he's noticed that since the golf course out at Elephant Butte has had many upgrades and was curious if that was affecting the attendance at the city golf course.

Bob Casina: Replied that while there have been big investors and improvements at the Elephant Butte course, he doesn't feel that has affected the attendance. He feels that the city golf course has a steady allegiance of members, but that there haven't been enough improvements in the past ten month to increase attendance, but there are didicated players on regular Tuesdays and Fridays.

Gary Whitehead added that in TorC there is a small community of golfers and that most would probably prefer to play at Sierra del Rio because of the quality of golf, level of play and style of the course and ammenities. But even they struggle in the winter months.

Buddy Montoya: I also have a question regarding the watering schedule. Watering during the heat of the day, the water doesn't have a chance to get into the ground. Have you considered having a staff member water it at night?

Gary Whitehead: With our watering system being an automatic system, it's made to water at night, but it has been broken. We are currently manually turning the valves on and off temporarily during the day. He noted other complications with the automatic system, and that they are trying to learn it and solve the issues and get back to a night time automatic watering system.

- ***REPORTS FROM THE BOARD***

There were no reports from the board.

- ***REPORTS FROM STAFF***

OJ Hechler formally acknowledged New Parks & Recreation Manager, Cesar Galicia to the city staff. He noted his solid work ethic and references and expressed that the city is very happy to have him on board. Cesar stated that he's excited to a part of the Parks & Rec staff and looks forward to adding his attention to making improvements. OJ asks for patience while they are still short staffed and that there are flexible employees being shared amongst the positions and they are all doing the best they can during the changes.

8. ADJOURN

Chairman Dawdy adjourned the Meeting at 6:25pm

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: F.5

MEETING DATE: October 8, 2025

SUBJECT: September 2025 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: October 1, 2025
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for September 2025

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): **Yes**

All Funds Summary is a total of $ 1,309,229.95

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 10-8-2025

Accounts Payable Transfer Sheet - 2025 - 2026 FY
Post Date Ending: 9/5, 9/12, 9/19, 9/26

Fund	Fund Description	Fund Totals 9/5/2025	9/12/2025	9/19/2025	9/26/2025	GRAND TOTAL TRANSFERS	Fund Numbers
101	General	$102,564.48	$18,354.02	$74,837.91	$53,909.09	$249,665.50	101
201	Local Government Corrections		$1,210.00			$1,210.00	201
209	State Fire	$47,180.00	$2,415.00	$5,865.33	$1,458.53	$56,918.86	209
211	Law Enforcement Protection		$928.33	$1,207.27	$180.00	$2,315.60	211
214	Lodger's Tax	$4,370.26	$8,704.77	$855.25	$277.11	$14,207.39	214
216	Street Renovation	$2,281.31	$926.54	$10,171.73	$17.39	$13,396.97	216
217	Municipal Recreation					$0.00	217
260	Fiscal Recovery Funds					$0.00	260
294	State Library			$320.82	$2,816.83	$3,137.65	294
295	Municipal Pool		$39.05	$49.36	$106.50	$194.91	295
296	PD-GRT Fund	$125.26	$969.96	$75.00	$299.99	$1,470.21	296
298	PD-Donations					$0.00	298
299	Special Revenue Funds	$519.48				$519.48	299
302	Electrical Construction					$0.00	302
303	Veterans Memorial			$246.76		$246.76	303
304	SJOA - Grants				$731.53	$731.53	304
305	Capital Improvement General					$0.00	305
306	Captial Improvement Joint Utility					$0.00	306
307	Golf Course Improvements					$0.00	307
308	USDA -Sweeper					$0.00	308
309	USDA-Wastewater					$0.00	309
310	R&R-Emergency					$0.00	310
311	R&R-Sewer					$0.00	311
312	R&R-Airport					$0.00	312
313	R&R-Water					$0.00	313
314	CDBG - Grant	$7,087.11				$7,087.11	314
315	CI Reserve- Non Capital Equipment	$124,712.94			$124,712.95	$249,425.89	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			$1,519.64		$1,519.64	340
360	NMFA Projects					$0.00	360
370	Water Trust Board Projects					$0.00	370
380	Community Development	$6,638.16			$2,210.10	$8,848.26	380
403	Pledge State Tax	$26,471.98			$5,388.32	$31,860.30	403
501	Cemetery					$0.00	501
502	Utility Office		$3,067.04	$450.95	$873.23	$4,391.22	502
503	Electric Dept	$12,962.77	$384,735.15	$90,081.27	$6,861.84	$494,641.03	503
504	Water Dept	$5,048.71	$4,042.79	$18,333.91	$713.24	$28,138.65	504
505	Solid Waste	$350.00	$58,562.89	$8,365.23	$13,533.93	$80,812.05	505
506	WasteWater	$430.21	$857.65	$8,044.99	$1,257.43	$10,590.28	506
508	Golf Course		$86.67	$246.78	$815.42	$1,148.87	508
509	Municipal Airport		$19,679.35	$498.83	$109.05	$20,287.23	509
600	Internal Service Fund		$10,861.02	$9,925.29	$5,678.25	$26,464.56	600
	Grand Total-Accounts Payable	$340,742.67	$515,440.23	$231,096.32	$221,950.73	$1,309,229.95	

Truth or Consequences

AP EOM REPORT SEPTEMBER 2025

By Fund

Payment Dates 9/1/2025 - 9/30/2025

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
TYLER TECHNOLOGIES INC	025-524509	09/05/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	346.80
TYLER TECHNOLOGIES INC	025-526624	09/05/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	346.80
ARENAS VALLEY ANIMAL CLIN...	103764	09/05/2025	VET SERVICES	101-1006-48598	544.42
ARENAS VALLEY ANIMAL CLIN...	104177	09/05/2025	VET SERVICES	101-1006-48598	11.94
ARENAS VALLEY ANIMAL CLIN...	104339	09/05/2025	VET SERVICES	101-1006-48598	335.64
ARENAS VALLEY ANIMAL CLIN...	104458	09/05/2025	VET SERVICES	101-1006-48598	175.78
POLICARPIO V BUSTAMANTE ...	108.25	09/05/2025	OPEN PO - LANDSCAPE SERVI...	101-1009-47415	1,000.00
ALBUQUERQUE PUBLISHING ...	1110032	09/05/2025	LEGAL AD	101-1004-43740	21.67
ALBUQUERQUE PUBLISHING ...	1110032	09/05/2025	TAX	101-1004-43740	8.45
AMAZON CAPITAL SERVICES I...	11X1-LW66-HHJM	09/05/2025	OFFICE SUPPLIES	101-1006-44606	145.43
AMAZON CAPITAL SERVICES I...	11X1-LW66-HHJM	09/05/2025	POOPER SCOOPERS & DOG SE...	101-1006-44607	69.27
AMAZON CAPITAL SERVICES I...	11X1-LW66-HHJM	09/05/2025	GLOVES	101-1006-44615	67.03
WILSON & COMPANY INC ENG...	140437	09/05/2025	WATER SYSTEM SERVICES INF...	101-1010-48598	1,250.12
AMAZON CAPITAL SERVICES I...	1N1R-DNTC-4RQ7	09/05/2025	AA BATTERIES (32 PACK)	101-1000-44606	19.18
AMAZON CAPITAL SERVICES I...	1N1R-DNTC-4RQ7	09/05/2025	SCOTCH MAGIC TAPE	101-1000-44606	21.99
AMAZON CAPITAL SERVICES I...	1N1R-DNTC-4RQ7	09/05/2025	KEYBOARD	101-1000-44606	27.99
AMAZON CAPITAL SERVICES I...	1N1R-DNTC-4RQ7	09/05/2025	N BATTERIES (2 PACK)	101-1000-44606	4.23
AMAZON CAPITAL SERVICES I...	1X97-DN9W-1HYN	09/05/2025	BANKER BOXES (10 PACK)	101-1000-44606	22.49
SIERRA ELECTRIC CO-OP INC	2154 - 9/3/2025	09/05/2025	AIRPORT - ELECTRIC	101-1018-43780	1,143.91
PRI MANAGEMENT GROUP	33874	09/05/2025	PRI LEADERSIP TRAINING TRIL...	101-1007-42720	649.00
SIERRA COUNTY SENTINEL	4176 - 82098	09/05/2025	FY 25/26 PUBLICATIONS	101-1001-43740	217.49
SIERRA ELECTRIC CO-OP INC	5764 - 9/3/25	09/05/2025	MIMS AREA - ELECTRIC	101-1018-43780	578.45
VERIZON WIRELESS	6121954732	09/05/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	193.45
VERIZON WIRELESS	6121954732	09/05/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.76
SIERRA VISTA HOSPITAL SIERR...	8/28/2025	09/05/2025	OPEN PO HOSPITAL GRT DISTR...	101-1017-48599	39,631.59
CITY UTILITIES	8/28/2025	09/05/2025	GENERAL FUND CYCLE C & D	101-1018-43780	50,441.93
JAIME F RUBIN ATTORNEY AT ...	8/29/2025	09/05/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	4,989.65
LASTING PAWS PET MEMORIA...	LC-10391-I-0066	09/05/2025	ANIMAL CREAMTION	101-1006-48598	140.08
WORKQUEST DBA HORIZONS ...	SINV047059	09/05/2025	RENTAL FEE	101-1004-43999	4.94
BOHANNAN HUSTON INC	000135756	09/12/2025	MORGAN ST SEWER CONNECT...	101-1010-48598	5,960.63
XEROX CORP OLD	024186270	09/12/2025	POLICE DEPT XEROX EQUIPM...	101-1007-43465	216.81
XEROX CORP OLD	024186278	09/12/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
KINGS LOCKSMITH	08826	09/12/2025	REPAIR DOOR KNOB FOR GAR...	101-1014-43403	98.00
SUN VALLEY INC	181599/6	09/12/2025	OPEN PO FOR AUGUST 2025	101-1009-44607	27.34
SUN VALLEY INC	181683/6	09/12/2025	OPEN PO FOR AUGUST 2025	101-1009-44607	36.08
SUN VALLEY INC	181715/6	09/12/2025	FIELD SUPPLIES OPEN PURCH...	101-1014-44607	86.43
SUN VALLEY INC	181761/6	09/12/2025	FIELD SUPPLIES OPEN PURCH...	101-1014-44607	11.39
SUN VALLEY INC	181825/6	09/12/2025	OPEN PO FOR AUGUST 2025	101-1009-44607	36.08
SUN VALLEY INC	181847/6	09/12/2025	FIELD SUPPLIES OPEN PURCH...	101-1014-44607	365.47
SUN VALLEY INC	181853/6	09/12/2025	OPEN PO FOR AUGUST 2025	101-1009-44607	20.03
SUN VALLEY INC	181963/6	09/12/2025	OPEN PO FOR AUGUST 2025	101-1009-44607	31.63
SUN VALLEY INC	181982/6	09/12/2025	FIELD SUPPLIES OPEN PURCH...	101-1014-44607	32.29
SUN VALLEY INC	181983/6	09/12/2025	FIELD SUPPLIES OPEN PURCH...	101-1014-44607	5.70
SUN VALLEY INC	181986/6	09/12/2025	OPEN PO FOR AUGUST 2025	101-1009-44607	28.48
SUN VALLEY INC	182000/6	09/12/2025	OPEN PO FOR AUGUST 2025	101-1009-44607	20.48
SUN VALLEY INC	182003/6	09/12/2025	OPEN PO FOR AUGUST 2025	101-1009-44607	54.12

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY INC	182005/6	09/12/2025	FIELD SUPPLIES OPEN PURCH...	101-1014-44607	32.76
SUN VALLEY INC	182025/6	09/12/2025	FIELD SUPPLIES OPEN PURCH...	101-1014-44607	289.02
SUN VALLEY INC	1841779/6	09/12/2025	FIELD SUPPLIES OPEN PURCH...	101-1014-44607	35.96
UNIFIRST HOLDINGS INC DBA ...	2880285986	09/12/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880288021	09/12/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880290642	09/12/2025	EMPLOYEE UNIFORMS SERVIC...	101-1009-42620	37.93
NU WAY LAUNDRY & CLEANE...	40471	09/12/2025	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
SIERRA COUNTY SENTINEL	4134	09/12/2025	HELP WANTED ADS - FY23-24 -..	101-1004-43740	442.17
SIERRA VISTA HOSPITAL SIERR...	9/9/2025	09/12/2025	COLLECTION DRUG TEST FEE ...	101-1004-48599	100.00
QUEST DIAGNOSTICS INC	9216969305	09/12/2025	SCREENING & MRO FEE FY 25-...	101-1004-48599	354.60
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	CITY CLERK'S OFFICE	101-1001-41226	160.22
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	CITY MANAGER'S OFFICE	101-1003-41226	181.56
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	FINANCE / ADMIN SERVICES	101-1004-41226	450.43
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	ANIMAL SHELTER	101-1006-41226	164.59
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	POLICE DEPT	101-1007-41226	1,348.29
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	ANIMAL CONTROL	101-1008-41226	82.88
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	PARKS & RECREATION	101-1009-41226	93.02
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	STREET DEPT	101-1011-41226	283.15
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	FACILITY MANAGEMENT	101-1014-41226	217.20
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	LIBRARY	101-1016-41226	216.83
COMMUNITY DEVELOPMENT ...	XXXX- 4301 8/20/2025	09/12/2025	READ AI VIRTUAL MEETING AS...	101-1010-43770	164.64
COMMUNITY SERVICE BANK ...	XXXX-1985 8/15/2025	09/12/2025	NM OUTDOOR ECONOMICS C...	101-1009-42720	155.00
COMMUNITY SERVICE BANK ...	XXXX-1985 8/15/2025	09/12/2025	NM OUTDOOR ECONOMICS C...	101-1013-42720	155.00
COMMUNITY SERVICE BANK ...	XXXX-1985 8/15/2025	09/12/2025	FEES	101-1013-42720	24.48
COMMUNITY SERVICE BANK ...	XXXX-1985 8/26/2025	09/12/2025	CUB 54IN ULTIMA 24HP KOHL...	101-1009-44607	3,799.99
POLICE DEPARTMENT BANK O...	XXXX-2492 8/15/2025	09/12/2025	LODGING FOR NMPET CONFE...	101-1007-42720	177.96
FINANCE BANK OF AMERICA	XXXX-5596 8/5/2025	09/12/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	222.88
FINANCE BANK OF AMERICA	XXXX-5596 8/7/2025	09/12/2025	Lodging- Elevate Hotel	101-1004-42310	6.75
FINANCE BANK OF AMERICA	XXXX-5596 8/7/2025	09/12/2025	Registration	101-1004-42720	900.00
CITY MANAGER BANK OF AM...	XXXX-6162 8/3/2025	09/12/2025	ANNUAL SUBSCRIPTION FOR ...	101-1003-43770	259.97
ANIMAL SHELTER BANK OF A...	XXXX-6722 8/11/2025	09/12/2025	ANIMAL SHELTER SUPPLIES	101-1006-44607	181.15
ANIMAL SHELTER BANK OF A...	XXXX-6722 8/16/2025	09/12/2025	ANIMAL SHELTER SUPPLIES	101-1006-44607	104.99
PARKS AND REC BANK OF AM...	XXXX-8061 8/12/2025	09/12/2025	WATER AND ELECTROLYTES	101-1009-44607	147.97
SOUTHWEST SOCIETY OF AM...	09152025	09/17/2025	DEPOSIT REFUND FOR CANCE...	101-1099-34348	100.00
TYLER TECHNOLOGIES INC	025-527333	09/19/2025	TYLER TUTORING FINANCE, PR...	101-1004-42720	346.80
JCG TECHNOLOGIES INC	10087	09/19/2025	10-1-2025 TO 9-30-2025	101-1001-47410	475.00
WINDSTREAM CORPORATION	101131348 9/18/2025	09/19/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	91.57
WEX BANK	107056647 - CMO	09/19/2025	OPEN PO FOR FUEL FY 25/26	101-1003-43316	76.50
WEX BANK	107056647 - CO	09/19/2025	OEPN PO FOR CODES/ACO FU...	101-1008-43316	202.82
WEX BANK	107056647 - FM	09/19/2025	WEX BANK FUEL CARD OPEN P..	101-1014-43316	851.58
WEX BANK	107056647 - PD	09/19/2025	PD FUEL USAGE FOR FY 25-26	101-1007-43316	7,166.29
DELL TECHNOLOGIES	10834152429	09/19/2025	LAPTOP FOR TARA MANNING	101-1006-44607	940.32
WILSON & COMPANY INC ENG...	140997	09/19/2025	ON CALL GRANT MANAGEME...	101-1010-48598	2,179.41
AMAZON CAPITAL SERVICES I...	19W4-CDTR-1KTN	09/19/2025	ANIMAL SHELTER FAN	101-1006-44607	174.79
AMAZON CAPITAL SERVICES I...	1HHL-HJMD-WXNH	09/19/2025	OFFICE SUPPLIES FOR DEPAR...	101-1007-44606	91.85
SOUTHWEST TRAINING CONS...	2025149	09/19/2025	ACO TRAINING	101-1008-42720	150.00
OREILLY AUTO PARTS INC	2162-184453	09/19/2025	WHL DOLLIES	101-1009-44607	359.97
CREATIVE RECREATIONAL DES...	25-577	09/19/2025	CAP - 3.5IN RIVETED	101-1009-44607	95.34
CREATIVE RECREATIONAL DES...	25-577	09/19/2025	SHIPPING	101-1009-44607	25.00
CREATIVE RECREATIONAL DES...	25-577	09/19/2025	RIVET - 3/16IN X .735IN POP	101-1009-44607	1.32
LYNNS LANDSCAPE	2701	09/19/2025	CUTTING DEAD TREE AND ST...	101-1009-47415	2,360.00
LYNNS LANDSCAPE	2701	09/19/2025	SALES TAX	101-1009-47415	197.65
ALARM CONTROL TECHNOLOG..	39468	09/19/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG..	39469	09/19/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
MARLIN LEASING CORPORATI...	40942515	09/19/2025	CLERKS OFFICE OPEN PO FY25...	101-1001-43465	246.78
MARLIN LEASING CORPORATI...	40942515	09/19/2025	CITY MANAGER OPEN PO FY2...	101-1003-43465	356.58
MARLIN LEASING CORPORATI...	40942515	09/19/2025	FINANCE OFFICE OPEN PO FY...	101-1004-43465	296.14
MARLIN LEASING CORPORATI...	40942515	09/19/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43465	592.28

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARLIN LEASING CORPORATI...	40942515	09/19/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43465	246.78
MARLIN LEASING CORPORATI...	40942515	09/19/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.04
QUILL CORPORATION	45114287	09/19/2025	OFFICE SUPPLIES - PARKS & R...	101-1013-44606	11.59
SUPERIOR WEED AND PEST C...	5011	09/19/2025	OPEN PO FY26 WEED AND PE...	101-1009-47415	1,408.88
TESTONS FREEWAY CHEVRON	6513	09/19/2025	ANIMAL SHELTER FUEL	101-1006-43316	55.26
TESTONS FREEWAY CHEVRON	6516	09/19/2025	OPEN PO - UNLEADED/DIESEL ...	101-1009-43316	1,018.85
TESTONS FREEWAY CHEVRON	6519	09/19/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	100.28
CITY UTILITIES	9/11 & 9/16/2025	09/19/2025	GENERAL FUND CYCLE A & B	101-1018-43780	11,621.16
CITY UTILITIES	9/11/2025	09/19/2025	GENERAL FUND LANDFILL	101-1018-43780	42,421.12
WILLIAM I BUHLER	9/12/2025	09/19/2025	FISH POND WATER RIGHTS FY...	101-1009-43770	250.00
TARA MANNING	9/17/2025	09/19/2025	FUEL REIMBURSTMENT FOR T...	101-1006-42720	193.20
WORKQUEST DBA HORIZONS ...	SINV047318	09/19/2025	RENTAL FEE	101-1004-43999	4.94
ROADRUNNER FOOD BANK	09222025	09/26/2025	DEPOSIT REFUND FOR 9/19/25..	101-1099-34348	100.00
THE OLIVE TREE CREATIVE AR...	09222025	09/26/2025	DEPOSIT REFUND CELEBRATI...	101-1099-34348	300.00
MPG SERVICES LLC	10225	09/26/2025	CLEAN 4 A/C CONDENSOR COI...	101-1014-43403	810.12
TURTLEBACK PEST CONTROL I...	109847	09/26/2025	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,074.00
AMAZON CAPITAL SERVICES I...	1HJ7-M1J4-X1VQ	09/26/2025	OFFICE SUPPLIES	101-1004-44606	70.45
AMAZON CAPITAL SERVICES I...	1MTN-FVXK-TCP3	09/26/2025	SHIPPING	101-1003-44606	6.99
AMAZON CAPITAL SERVICES I...	1MTN-FVXK-TCP3	09/26/2025	PC Speaker w Bluetooth	101-1003-44606	69.99
AMAZON CAPITAL SERVICES I...	1VV7-77TL-3CXH	09/26/2025	OFFICE SUPPLIES	101-1004-44606	195.48
DOCUMENT SOLUTION INC	387503	09/26/2025	CITY CLERK OFFICE SHARP OV...	101-1001-43465	140.06
DOCUMENT SOLUTION INC	387503	09/26/2025	CITY MANAGER OFFIC SHARP ...	101-1003-43465	228.43
DOCUMENT SOLUTION INC	387503	09/26/2025	FINANCE OFFICE SHARP OVER...	101-1004-43465	367.93
DOCUMENT SOLUTION INC	387503	09/26/2025	POLICE DEPT SHARP OVERAGE...	101-1007-43465	120.15
DOCUMENT SOLUTION INC	387503	09/26/2025	PARKS DEPT SHARP OVERAGE...	101-1009-43465	1.20
DOCUMENT SOLUTION INC	387503	09/26/2025	FACILITY MAINT SHARP OVER...	101-1014-43465	11.40
SILVERSKY INC	532666-SI	09/26/2025	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,589.06
VERIZON WIRELESS	6123571765	09/26/2025	CITY CLERK OPEN PO FY25/26	101-1001-43775	163.30
VERIZON WIRELESS	6123571765	09/26/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	142.28
VERIZON WIRELESS	6123571765	09/26/2025	FINANCE OPEN PO FY25/26	101-1004-43775	117.84
VERIZON WIRELESS	6123571765	09/26/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	82.51
VERIZON WIRELESS	6123571765	09/26/2025	POLICE DEPT OPEN PO FY25/26	101-1007-43775	863.43
VERIZON WIRELESS	6123571765	09/26/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	57.48
VERIZON WIRELESS	6123571765	09/26/2025	PARKS DEPT OPEN PO FY25/26	101-1009-43775	104.79
VERIZON WIRELESS	6123571765	09/26/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	23.81
VERIZON WIRELESS	6123571765	09/26/2025	STREETS DEPT OPEN PO FY25/...	101-1011-43775	118.00
VERIZON WIRELESS	6123571765	09/26/2025	FACILITIES MAINT OPEN PO F...	101-1014-43775	81.21
ZIA ELECTRIC	804351	09/26/2025	INSTALLING ELECTRICAL OUTL...	101-1014-43403	450.00
SIERRA VISTA HOSPITAL SIERR...	9/24/2025	09/26/2025	OPEN PO HOSPITAL GRT DISTR..	101-1017-48599	36,325.06
TDS	9/25/2025	09/26/2025	014-044-1618	101-1018-43780	189.87
TDS	9/25/2025	09/26/2025	014-044-1828	101-1018-43780	1,350.14
TDS	9/25/2025	09/26/2025	014-044-1353	101-1018-43780	440.14
TDS	9/25/2025	09/26/2025	014-044-1406	101-1018-43780	600.00
TDS	9/25/2025	09/26/2025	014-044-1553	101-1018-43780	221.06
TDS	9/25/2025	09/26/2025	014-044-1371	101-1018-43780	440.14
TDS	9/25/2025	09/26/2025	014-044-1402	101-1018-43780	440.14
TDS	9/25/2025	09/26/2025	014-044-1537	101-1018-43780	149.00
TDS	9/25/2025	09/26/2025	014-044-1526	101-1018-43780	129.95
TDS	9/25/2025	09/26/2025	014-044-1369	101-1018-43780	149.00
TDS	9/25/2025	09/26/2025	014-044-1372	101-1018-43780	440.14
TDS	9/25/2025	09/26/2025	014-044-1373	101-1018-43780	440.14
TDS	9/25/2025	09/26/2025	014-044-1352	101-1018-43780	440.14
TDS	9/25/2025	09/26/2025	014-044-1351	101-1018-43780	440.14
TDS	9/25/2025	09/26/2025	014-044-1348	101-1018-43780	440.14
THE LINE LLC	923251	09/26/2025	OPEN PO FOR CODES UNIFO...	101-1008-42620	126.00
THE LINE LLC	923252	09/26/2025	OPEN PO FOR CODES UNIFO...	101-1008-42620	364.50
THE LINE LLC	923252	09/26/2025	OPEN PO FOR CODES UNIFO...	101-1008-44615	112.50
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	CITY CLERK'S OFFICE	101-1001-41226	160.22
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	CITY MANAGER'S OFFICE	101-1003-41226	181.56
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	FINANCE / ADMIN SERVICES	101-1004-41226	454.13

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	ANIMAL SHELTER	101-1006-41226	164.59
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	POLICE DEPT	101-1007-41226	1,347.43
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	ANIMAL CONTROL	101-1008-41226	82.88
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	PARKS & RECREATION	101-1009-41226	93.02
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	STREET DEPT	101-1011-41226	283.15
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	FACILITY MANAGEMENT	101-1014-41226	217.20
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	LIBRARY	101-1016-41226	216.83
				Fund 101 - General Total:	**249,665.50**
Fund: 201 - Corrections					
SIERRA COUNTY TREASURER	09012025	09/12/2025	HOLDING OF PRISONERS FY25...	201-1903-48710	1,210.00
				Fund 201 - Corrections Total:	**1,210.00**
Fund: 209 - Fire					
MUNICIPAL EMERGENCY SERV...	IN2318956	09/05/2025	SCBA'S 2 PER BOX	209-1603-44615	34,940.00
MUNICIPAL EMERGENCY SERV...	IN2318956	09/05/2025	CYLINDERS	209-1603-44615	12,240.00
MUNICIPAL EMERGENCY SERV...	IN2315880	09/12/2025	FIELD SUPPLIES AND EQUIPM...	209-1603-43999	2,415.00
XEROX CORP OLD	024269888	09/19/2025	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	278.25
WINDSTREAM CORPORATION	100377628 9/16/2025	09/19/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43775	129.13
AMAZON CAPITAL SERVICES I...	1MK3-QJMD-Y1VC	09/19/2025	LAPTOP FOR FIRE CHIEF ASSIT...	209-1603-43999	789.00
LYNNS LANDSCAPE	2698	09/19/2025	OPEN PO FOR MONTHLY CLE...	209-1603-47415	525.62
MARLIN LEASING CORPORATI...	40942515	09/19/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43465	246.78
TESTONS FREEWAY CHEVRON	6517	09/19/2025	OPEN PO FOR GAS/FUEL FY 25...	209-1603-43316	199.55
MUNICIPAL EMERGENCY SERV...	IN2333489	09/19/2025	EXT 10LB BRASS VALVE ABC H...	209-1603-43999	580.00
MUNICIPAL EMERGENCY SERV...	IN2333489	09/19/2025	BRACKET HEAVY DUTY VEHICL...	209-1603-43999	192.00
MUNICIPAL EMERGENCY SERV...	IN2334110	09/19/2025	FIELD SUPPLIES	209-1603-44607	2,485.00
MUNICIPAL EMERGENCY SERV...	IN2335433	09/19/2025	FIELD SUPPLIES	209-1603-44607	440.00
DOCUMENT SOLUTION INC	387503	09/26/2025	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	4.09
VERIZON WIRELESS	6123571765	09/26/2025	FIRE DEPT OPEN PO FY25/26	209-1603-43775	101.94
MUNICIPAL EMERGENCY SERV...	IN2331372	09/26/2025	REPAIRS TO LITTLE RONNIE - ...	209-1603-47420	307.50
MUNICIPAL EMERGENCY SERV...	IN2331372	09/26/2025	APPARATUS SERVICE LABOR I...	209-1603-47420	189.00
MUNICIPAL EMERGENCY SERV...	IN2339518	09/26/2025	FIELD SUPPLIES	209-1603-44607	500.00
MUNICIPAL EMERGENCY SERV...	IN2339886	09/26/2025	FIELD SUPPLIES	209-1603-44607	356.00
				Fund 209 - Fire Total:	**56,918.86**
Fund: 211 - Law Enforce Prot					
POLICE DEPARTMENT BANK O...	XXXX-2492 8/7/2025	09/12/2025	LODGING FOR SRO PROGRAM	211-2003-42535	728.55
POLICE DEPARTMENT BANK O...	XXXX-2492 8/8/2025	09/12/2025	LODGING- TASER INSTRUCTOR...	211-2003-42535	199.78
SOUTHWEST TRAINING CONS...	2025149	09/19/2025	PD LEPF	211-2003-42535	337.69
PUBLIC SAFETY PSYCHOLOGY ...	28263	09/19/2025	SRO TRAINING COURSE - EILE...	211-2003-42535	753.38
GALLS LLC	29904547-1	09/19/2025	REPLACEMENT SAFETY GLASS...	211-2003-44615	116.20
THE LINE LLC	923253	09/26/2025	VELCRO FOR UNIFORM SHOU...	211-2003-44573	180.00
				Fund 211 - Law Enforce Prot Total:	**2,315.60**
Fund: 214 - Lodgers Tax					
SIERRA COUNTY SENTINEL	4176 - 82194	09/05/2025	PIO PRINT ADS	214-2540-60725	910.35
SIERRA COUNTY ARTS COUNCIL	8/22/2025	09/05/2025	ARTS DESTINATION MARKETI...	214-2560-60725	800.00
GERONIMO TRAIL SCENIC BY...	9/2/2025	09/05/2025	FY 25/26 SUBRECIPIENT ALLO...	214-2540-60725	508.33
MAINSTREET TRUTH OR CONS...	9/2/2025	09/05/2025	AUGUST 15TH CONCERT FEES	214-2540-60725	1,950.00
MAINSTREET TRUTH OR CONS...	9/2/2025	09/05/2025	TALON SEPTIC FEE	214-2540-60725	201.58
OHM ELECTRIC	0000445	09/12/2025	100 AMP COMMERCIAL PERM...	214-2503-44607	216.75
OHM ELECTRIC	0000445	09/12/2025	250' TRENCH URD CABLE & B...	214-2503-44607	3,218.74
OHM ELECTRIC	0000445	09/12/2025	100 AMP SERVICE GROUNDIN...	214-2503-44607	2,980.31
SUNNY 505	003858	09/12/2025	NM GRT	214-2560-60725	112.17
SUNNY 505	003858	09/12/2025	FY 25/26 ADVERTISING CONTI...	214-2560-60725	1,335.33
SUN VALLEY INC	181858/6	09/12/2025	OPEN PO FOR FIELD SUPPLIES	214-2503-44608	128.66
SUN VALLEY INC	181859/6	09/12/2025	OPEN PO FOR FIELD SUPPLIES	214-2503-44608	5.03
AMAZON CAPITAL SERVICES I...	1J3P-3VW6-1HXP	09/12/2025	96 VALVE BOXES	214-2503-44608	405.44
TURNER ELECTRIC MOTOR INC	85676	09/12/2025	#LPJ-200SP 600 V FUSE X 2	214-2503-44608	250.00
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	LODGERS TAX	214-2503-41226	52.34
GERONIMO TRAIL SCENIC BY...	3 - 9/16/2025	09/19/2025	FY 25/26 STATEWIDE BROCH...	214-2560-60725	105.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RUANNA WALDRUM	4 0001724	09/19/2025	FY 25/26 SCRTAB CONTRACT	214-2560-60725	749.80
VERIZON WIRELESS	6123571765	09/26/2025	PUBLIC INFORMATION OPEN ...	214-2540-43775	40.58
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	LODGERS TAX	214-2503-41226	52.34
NEUMARK IRRIGATION SOLSB...	S6094532.001	09/26/2025	G800HS100 HUNTER GOLF HO...	214-2503-44608	184.19
				Fund 214 - Lodgers Tax Total:	**14,207.39**
Fund: 216 - Muni Street					
SOUTHWEST CONSTRUCTION ...	104070	09/05/2025	GUTTER BROOMS FOR PELICA...	216-4503-47420	1,979.40
UNIFIRST HOLDINGS INC DBA ...	2880288031	09/05/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
TOOLS PLUS INDUSTRIES	51732	09/05/2025	MULIPURPOSE CLEANER	216-4503-44607	242.19
UNIFIRST HOLDINGS INC DBA ...	2880290646	09/12/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
SANCO OIL LLC	3103 - ST	09/12/2025	FUEL	216-4503-43316	796.31
SIERRA AUTO PARTS LLC	338714	09/12/2025	PLOW BOLTS	216-4503-47420	64.95
SIERRA AUTO PARTS LLC	339320	09/12/2025	FUEL FILTER	216-4503-47420	5.56
DELL TECHNOLOGIES	10833073800	09/19/2025	DESKTOP AND LAPTOP	216-4503-44613	1,137.19
WILSON & COMPANY INC ENG...	141041	09/19/2025	PROFESSIONAL ENG DESIGN S...	216-7026-48598	2,139.78
UNIFIRST HOLDINGS INC DBA ...	2880293123	09/19/2025	UNI-FIRST UNIFORMS SERVICE	216-4503-42620	59.72
MARLIN LEASING CORPORATI...	40938458	09/19/2025	STREET DEPT OPEN PO FY25/...	216-4503-43465	198.07
SUPERIOR WEED AND PEST C...	5010	09/19/2025	TREATMENT/SPRAY	216-4503-43550	3,115.78
TOOLS PLUS INDUSTRIES	51718	09/19/2025	traffic cone	216-4503-43550	2,614.56
TESTONS FREEWAY CHEVRON	6515	09/19/2025	TESTON FUEL	216-4503-43316	906.63
DOCUMENT SOLUTION INC	386673	09/26/2025	STREET DEPT SHARP OVERAGE...	216-4503-43465	17.39
				Fund 216 - Muni Street Total:	**13,396.97**
Fund: 294 - State Library					
MARLIN LEASING CORPORATI...	40942515	09/19/2025	LIBRARY OPEN PO FY25/26	294-5003-32393	320.82
OCLC INC	1000463036	09/26/2025	SOFTWARE RENEWAL OCLC ILL...	294-5003-60834	2,736.29
DOCUMENT SOLUTION INC	387503	09/26/2025	LIBRARY SHARP OVERAGE OP...	294-5003-32393	17.90
VERIZON WIRELESS	6123571765	09/26/2025	LIBRARY OPEN PO FY25/26	294-5003-32393	62.64
				Fund 294 - State Library Total:	**3,137.65**
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	POOL	295-4803-41226	39.05
MARLIN LEASING CORPORATI...	40942515	09/19/2025	POOL OPEN PO FY25/26	295-4803-43465	49.36
VERIZON WIRELESS	6123571765	09/26/2025	POOL OPEN PO FY25/26	295-4803-43775	67.45
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	POOL	295-4803-41226	39.05
				Fund 295 - Muni Pool Total:	**194.91**
Fund: 296 - PD GRT					
ADSLCNM INC DBA AMERICAN...	0536033	09/05/2025	BI-MONTHLY DOCUMENT DES...	296-2403-48598	125.26
POLICE DEPARTMENT BANK O...	XXXX-2492 8/4/2025	09/12/2025	Axon Taser	296-2403-48598	969.96
VERIZON WIRELESS	9022412476	09/19/2025	VERIZON SEARCH WARRANT F...	296-2403-43999	75.00
AMAZON CAPITAL SERVICES I...	IKJ3-6KDD-1LLC	09/26/2025	OFFICE CHAIR FOR DEPARTM...	296-2403-44613	299.99
				Fund 296 - PD GRT Total:	**1,470.21**
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	103880	09/05/2025	BEST FRIENDS MEDICAL FUND	299-7051-48710	519.48
				Fund 299 - SPECIAL REVENUE FUNDS Total:	**519.48**
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724 9/16/2025	09/19/2025	VETERANS WALL OPEN PO FY...	303-4703-43775	246.76
				Fund 303 - Vet Wall Total:	**246.76**
Fund: 304 - Senior Grants					
DESERT GRAPHICS INC	7170	09/26/2025	DECALS FOR SJOA MEAL TRUCK	304-7049-80810	731.53
				Fund 304 - Senior Grants Total:	**731.53**
Fund: 314 - CDBG					
WILSON & COMPANY INC ENG...	140470	09/05/2025	T OR C COMPREHENSIVE PLAN...	314-7030-48598	7,087.11
				Fund 314 - CDBG Total:	**7,087.11**
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	140439	09/05/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	124,712.94
WILSON & COMPANY INC ENG...	141114	09/26/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	124,712.95
				Fund 315 - CI Reserve Total:	**249,425.89**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 340 - ROAD/STREET PROJECTS					
WILSON & COMPANY INC ENG...	140787	09/19/2025	MATCH	340-7032-45600	1,519.64
				Fund 340 - ROAD/STREET PROJECTS Total:	**1,519.64**
Fund: 380 - OTHER STATE FUNDED PROJECTS					
WILSON & COMPANY INC ENG...	140438	09/05/2025	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	6,638.16
WILSON & COMPANY INC ENG...	141116	09/26/2025	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	2,210.10
				Fund 380 - OTHER STATE FUNDED PROJECTS Total:	**8,848.26**
Fund: 403 - Pledge State DEBT SERVICE					
NEW MEXICO FINANCE AUTH...	9/2/2025	09/05/2025	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	9/2/2025	09/05/2025	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.73
NEW MEXICO FINANCE AUTH...	9/2/2025	09/05/2025	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,438.95
NEW MEXICO FINANCE AUTH...	9/2/2025	09/05/2025	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,572.83
NEW MEXICO FINANCE AUTH...	9/2/2025	09/05/2025	NMFA DW-4794 MONTHLY D...	403-1203-90925	125.00
BANK OF THE SOUTHWEST	9/3/2025	09/05/2025	INTEREST PAYMENTS WISPI 2...	403-1203-90910	45.89
BANK OF THE SOUTHWEST	9/24/2025	09/26/2025	INT PYMNTS WTR SYSTEM IM...	403-1203-90910	5,388.32
				Fund 403 - Pledge State DEBT SERVICE Total:	**31,860.30**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
XEROX CORP OLD	024186279	09/12/2025	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	466.38
SPECTRUM NEW MEXICO LLC ...	IC-25-10268	09/12/2025	10,000 #9 & 10,000 #10 WIN...	502-3601-43740	2,400.00
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	UTILITY OFFICE	502-3601-41226	200.66
MARLIN LEASING CORPORATI...	40942515	09/19/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43465	394.86
TESTONS FREEWAY CHEVRON	6514	09/19/2025	UTILITY OFFICE FUEL OPEN PO...	502-3601-43316	56.09
PITNEY BOWES INC	3321225595	09/26/2025	UB OPEN PO 25/26 PITNEY B...	502-3601-43770	639.99
DOCUMENT SOLUTION INC	387503	09/26/2025	UTILITY OFFICE SHARP OVERA...	502-3601-43465	30.98
VERIZON WIRELESS	6123571765	09/26/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	1.60
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	UTILITY OFFICE	502-3601-41226	200.66
				Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:	**4,391.22**
Fund: 503 - Electric					
AMAZON CAPITAL SERVICES I...	1D47-9PRL-TQF9	09/05/2025	JEANS- SETH CHILDRESS	503-3702-42620	255.72
AMAZON CAPITAL SERVICES I...	1J3P-3VW6-3GRY	09/05/2025	BOOTS- SETH CHILDRESS	503-3702-44615	214.95
AMAZON CAPITAL SERVICES I...	1WP4-YG4L-47CT	09/05/2025	FLAME RESISTANT SHIRT- SET...	503-3702-42620	479.94
AMAZON CAPITAL SERVICES I...	1WP4-YG4L-47CT	09/05/2025	BOOTS- CHRIS REES	503-3702-44615	214.95
WESTERN UNITED ELECTRIC	6151657	09/05/2025	STEM CONNECTOR 1/0	503-3702-44607	228.10
WESTERN UNITED ELECTRIC	6151657	09/05/2025	BRACKET MOUNTING	503-3702-44607	317.70
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202508-01	09/05/2025	POWER SERVICES- OPEN PO FY...	503-3702-50795	11,251.41
TRI STATE GENERATION & TR...	1051020	09/12/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	36,989.99
AMAZON CAPITAL SERVICES I...	14TQ-1NQJ-TNT7	09/12/2025	MONTOYA- RETIREMENT AW...	503-3702-44606	63.99
AMAZON CAPITAL SERVICES I...	14TQ-1NQJ-TNT7	09/12/2025	SHIPPING	503-3702-44606	3.59
AMAZON CAPITAL SERVICES I...	19L1-RFPQ-FCNK	09/12/2025	MONTOYA- RETIREMENT AW...	503-3702-44606	41.99
SIERRA ELECTRIC CO-OP INC	716800 9/8/2025	09/12/2025	POWER SERVICES-OPEN PO FY...	503-3702-50795	344,689.47
WESTERN UNITED ELECTRIC	82341	09/12/2025	COVER BUSHING 21116-ES	503-3702-44607	545.04
LANDIS+GYR TECHNOLOGY INC	90417354	09/12/2025	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,860.00
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	ELECTRIC DEPT	503-3702-41226	475.44
ELECTRIC BANK OF AMERICA	XXXX-4453 8/18/2025	09/12/2025	WATER	503-3702-44607	65.64
MARTO ENERGY	091725-01	09/19/2025	REPALCE POLE ON AUSTIN AN...	503-3702-47415	6,100.00
MARTO ENERGY	091725-01	09/19/2025	REPLACE POLE ON WEST SIDE...	503-3702-47415	6,100.00
MARTO ENERGY	091725-01	09/19/2025	REPLACE POLE ON EAST SIDE ...	503-3702-47415	6,100.00
MARTO ENERGY	091725-01	09/19/2025	TAX	503-3702-47415	1,532.63
MERCHANT JOB TRAINING & ...	10694	09/19/2025	3RD YEAR TUITION- JESUS NA...	503-3702-42720	550.00
MERCHANT JOB TRAINING & ...	10694	09/19/2025	3RD YEAR TUITION- JAMES SC...	503-3702-42720	550.00
REEDS TIRE CENTER	16517	09/19/2025	SHIPPING	503-3702-47420	307.93
REEDS TIRE CENTER	16517	09/19/2025	11R22.5 MICHLIN WORKS XD T...	503-3702-47420	875.00
TRANSMISSION & DISTRIBUTI...	17613	09/19/2025	EL DISTRIBUTION SYSTEM ST...	503-3702-48598	7,212.85
MARLIN LEASING CORPORATI...	40942515	09/19/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43465	123.40
VERIZON WIRELESS	6122603157	09/19/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	54.29
TESTONS FREEWAY CHEVRON	6518	09/19/2025	GAS/DIESEL FUEL PURCHASES-...	503-3702-43316	1,870.59
DESERT GRAPHICS INC	7165	09/19/2025	LABOR	503-3702-47420	380.00
DESERT GRAPHICS INC	7165	09/19/2025	PART/MATERIALS	503-3702-47420	52.00
DESERT GRAPHICS INC	7165	09/19/2025	7" RUNNING BOARDS	503-3702-47420	499.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DESERT GRAPHICS INC	7165	09/19/2025	CITY LOGO DECAL	503-3702-47420	66.00
DESERT GRAPHICS INC	7165	09/19/2025	HEADACHE RACK	503-3702-47420	700.00
DESERT GRAPHICS INC	7165	09/19/2025	GOLIGHT LED SPOTLIGHT	503-3702-47420	1,179.90
DESERT GRAPHICS INC	7165	09/19/2025	SHOP SUPPLIES	503-3702-47420	20.00
DESERT GRAPHICS INC	7165	09/19/2025	CITY PHONE # DECAL	503-3702-47420	61.83
VILLAGE OF WILLIAMSBURG	9/12/2025	09/19/2025	FRANCHISE TAX FY 2025 -2026..	503-3702-45796	5,895.86
WESTERN AREA POWER ADM...	JJPB1798A0825	09/19/2025	BASE DEMAND & BASE ENER...	503-3702-50795	49,849.04
TRIPLE H SOLAR LLC	0407	09/26/2025	ENGINEERING SERVICES- OPEN..	503-3702-48598	2,800.00
MERCHANT JOB TRAINING & ...	10717	09/26/2025	SETH CHILDRESS 1ST YEAR TRA..	503-3702-42720	550.00
REEDS TIRE CENTER	16540	09/26/2025	TAX	503-3702-47420	1.34
REEDS TIRE CENTER	16540	09/26/2025	FLAT REPAIR	503-3702-47420	18.00
AMAZON CAPITAL SERVICES I...	167H-6DWX-1V4W	09/26/2025	CARHARTT MENS RELAXED JE...	503-3702-42620	359.94
AMAZON CAPITAL SERVICES I...	167H-6DWX-1V4W	09/26/2025	CARHARTT BIG TALL KHAKI SH...	503-3702-42620	533.94
AMAZON CAPITAL SERVICES I...	167H-6DWX-1V4W	09/26/2025	ARIAT MENS COMPOSITE TOE...	503-3702-44615	159.95
DOCUMENT SOLUTION INC	387503	09/26/2025	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	5.22
SILVERSKY INC	532666-SI	09/26/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43815	122.24
VERIZON WIRELESS	6123571765	09/26/2025	ELECTRIC DEPT OPEN PO FY25...	503-3702-43775	109.45
WESTERN UNITED ELECTRIC	6153510	09/26/2025	6183R-70 15 KV F-NECK INSU ...	503-3702-44607	360.96
WESTERN UNITED ELECTRIC	6153510	09/26/2025	881AP CROSSARM PIN	503-3702-44607	711.26
WESTERN UNITED ELECTRIC	6153510	09/26/2025	WR159 CRIMP	503-3702-44607	465.00
WESTERN UNITED ELECTRIC	6153510	09/26/2025	8816 5/8 X 16 BOLT	503-3702-44607	184.20
WESTERN UNITED ELECTRIC	6153510	09/26/2025	SGD-0700 DISPENSER GUY WI...	503-3702-44607	32.55
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	ELECTRIC DEPT	503-3702-41226	447.79
				Fund 503 - Electric Total:	**494,641.03**
Fund: 504 - Water					
AMAZON CAPITAL SERVICES I...	16F1-CW16-1D67	09/05/2025	FIELD SUPPLIES FOR WATER A...	504-3803-44605	430.21
BAKER UTILITY SUPPLY CORP	INV336316	09/05/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	4,618.50
4x4 SERVICES AND CONSULTS...	061525	09/12/2025	JESSE COLE CONTRACT FOR ...	504-3803-48598	298.03
NEW MEXICO ONE CALL INC	153014446	09/12/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	9.87
NEW MEXICO ONE CALL INC	153014572	09/12/2025	OPEN PO FOR QUARTERLY DU...	504-3803-43770	5.00
SUN VALLEY INC	181873/6	09/12/2025	AUGUST 2025 EMERGENCY FI...	504-3803-44607	80.75
SUN VALLEY INC	182018/6	09/12/2025	AUGUST 2025 EMERGENCY FI...	504-3803-44607	66.02
AMAZON CAPITAL SERVICES I...	1MLN-XHG1-74QR	09/12/2025	FIELD SUPPLIES AND POWER ...	504-3803-44607	17.41
SANCO OIL LLC	3103 - WA	09/12/2025	OPEN PO FY 25-26 FOR FUEL-...	504-3803-43316	63.75
BULLOCKS INC	9/1/2025	09/12/2025	AUGUST 2025 SUPPLIES	504-3803-44607	25.00
TAXATION AND REVENUE	9/11/2025	09/12/2025	WATER CONSERVATION FEE FY..	504-3803-43797	1,490.87
NM WATER & WASTEWATER ...	COLLISTER, ANTHONY 9/5/25	09/12/2025	ANTHONY COLLISTER WASTE...	504-3803-42720	405.00
PVS DX INC	DE74000502-25	09/12/2025	OPEN PO FOR CHLORINE FY 25..	504-3803-44605	100.00
USA BLUEBOOK	INV00771048	09/12/2025	MARKING PAINT FOR WATER ...	504-3803-44607	675.68
BAKER UTILITY SUPPLY CORP	INV331175	09/12/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	152.88
BAKER UTILITY SUPPLY CORP	INV334411	09/12/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	257.10
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	WATER DEPT	504-3803-41226	318.29
WATER BANK OF AMERICA	XXXX- 0471 8/13/2025	09/12/2025	PRESSURE NOZZLES FOR THE ...	504-3803-47420	77.14
BOOT BARN	INV00521702	09/18/2025	JEANS FOR RENE LOERA	504-3803-42620	319.80
BOOT BARN	INV00521702	09/18/2025	BOOTS FOR RENE LOERA	504-3803-44615	164.99
WEX BANK	107056647 - WA	09/19/2025	WATER - OPEN PO 25/26 FUEL	504-3803-43316	2,129.14
MARLIN LEASING CORPORATI...	40942515	09/19/2025	WATER DEPT OPEN PO FY25/...	504-3803-43465	49.36
SMITHCO CONSTRUCTION INC	595-24-022	09/19/2025	PIPE FOR BREAK	504-3803-44607	676.24
VILLAGE OF WILLIAMSBURG	9/12/2025	09/19/2025	FRACHISE TAX FY 2024-2025 -...	504-3803-45796	1,235.05
BOOT BARN	INV00521705	09/19/2025	PANTS FOR LOUIS RUDDER	504-3803-42620	240.00
BOOT BARN	INV00521705	09/19/2025	BOOTS FOR LOUIS RUDDER	504-3803-44615	179.99
BOOT BARN	INV00521708	09/19/2025	JEANS FOR ISAIAH MALLARD	504-3803-42620	269.95
BOOT BARN	INV00521708	09/19/2025	BOOTS FOR ISAIAH MALLARD	504-3803-44615	179.99
BAKER UTILITY SUPPLY CORP	INV336876	09/19/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	7,872.95
BAKER UTILITY SUPPLY CORP	INV336878	09/19/2025	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	5,016.45
AMAZON CAPITAL SERVICES I...	1PD9-V7HG-X6P4	09/26/2025	CORRECTION FOR FIELD AUG...	504-3803-44607	39.11
SILVERSKY INC	532666-SI	09/26/2025	WATER DEPT OPEN PO FY25/...	504-3803-43815	122.23
VERIZON WIRELESS	6123571765	09/26/2025	WATER DEPT OPEN PO FY25/...	504-3803-43775	198.61
BUDS SMALL ENGINE REPAIR	613	09/26/2025	CUT OFF SAW	504-3803-44810	35.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	WATER DEPT	504-3803-41226	318.29
				Fund 504 - Water Total:	**28,138.65**
Fund: 505 - Solid Waste					
SWANA NM ROADRUNNER C...	2025-64	09/05/2025	AUG 26-28,2025 TRANSFER S...	505-3904-42720	350.00
XEROX CORP OLD	024186271	09/12/2025	SOLID WASTE DEPT XEROX E...	505-3904-43465	30.18
CITY OF LAS CRUCES	111777	09/12/2025	SCSWA WASTE DISPOSAL	505-3904-45601	53,405.16
PARADIGM SOFTWARE LLC	16477	09/12/2025	TCNM-PARADIGM SOFTWARE	505-3904-43815	3,828.28
SUN VALLEY INC	181727/6	09/12/2025	DISCOUNT	505-3904-44607	-0.60
SUN VALLEY INC	181727/6	09/12/2025	6314 4X1 BLOWER PULLEY	505-3904-44607	11.99
JOSE LUIS SIMENTAL SR	18771	09/12/2025	PBB58C 2 OF 58" CURVED PRY...	505-3904-44607	608.90
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	SOLID WASTE DEPT	505-3904-41226	541.83
SANITATION BANK OF AMERI...	XXXX-6235 8/28/2025	09/12/2025	HYATT HOTEL + MEALS	505-3904-42720	137.15
WEX BANK	107056647 - TR	09/19/2025	WEX- DIESEL & GASOLINE	505-3904-43316	3,831.02
AMAZON CAPITAL SERVICES I...	1944-41V4-H6PC	09/19/2025	UNIFORMS FOR EMPLOYEES	505-3904-42620	245.05
AMAZON CAPITAL SERVICES I...	1RQQ-HJ7W-WJHK	09/19/2025	UNIFORMS FOR EMPLOYEES	505-3904-42620	2,110.13
AMAZON CAPITAL SERVICES I...	1RQQ-HJ7W-WJHK	09/19/2025	ZEP INDUSTRIAL PURPLE CLE...	505-3904-44607	180.48
MARLIN LEASING CORPORATI...	40942515	09/19/2025	SOLID WASTE OPEN PO FY25/...	505-3904-43465	123.40
VILLAGE OF WILLIAMSBURG	9/12/2025	09/19/2025	FRACHISE TAX FY 2024-2025 - ...	505-3904-45796	1,597.76
BARTOO SAND & GRAVEL INC	M50375	09/19/2025	20 TONS OF BASE COARSE DIRT	505-3904-47415	277.39
AUTOZONE STORES LLC	02529382535	09/26/2025	SP-DEF SHOP PRO DEF	505-3904-44607	215.76
DOCUMENT SOLUTION INC	387503	09/26/2025	SANITATION DEPTSHARP OVE...	505-3904-43465	70.95
SILVERSKY INC	532666-SI	09/26/2025	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	122.24
VERIZON WIRELESS	6123571765	09/26/2025	SANITATION OPEN PO FY25/26	505-3904-43775	73.06
IRON MAN CONSTRUCTION	9/23/2025	09/26/2025	MULTIPURPOSE COVERED ST...	505-3904-80845	12,513.60
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	SOLID WASTE DEPT	505-3904-41226	538.32
				Fund 505 - Solid Waste Total:	**80,812.05**
Fund: 506 - WWTP					
AMAZON CAPITAL SERVICES I...	16F1-CW16-1D67	09/05/2025	FIELD SUPPLIES FOR WATER A...	506-4005-44607	430.21
XEROX CORP OLD	024186274	09/12/2025	WASTEWATER DEPT XEROX E...	506-4005-43465	158.20
4x4 SERVICES AND CONSULTS...	061525	09/12/2025	JESSE COLE CONTRACT FOR ...	506-4005-48598	298.03
NEW MEXICO ONE CALL INC	153014446	09/12/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	9.87
NEW MEXICO ONE CALL INC	153014572	09/12/2025	OPEN PO FOR QUARTERLY DU...	506-4005-43770	5.00
SUN VALLEY INC	181873/6	09/12/2025	AUGUST 2025 EMERGENCY FI...	506-4005-44607	80.74
SUN VALLEY INC	182018/6	09/12/2025	AUGUST 2025 EMERGENCY FI...	506-4005-44607	66.02
AMAZON CAPITAL SERVICES I...	1MLN-XHG1-74QR	09/12/2025	FIELD SUPPLIES AND POWER ...	506-4005-44605	17.40
SIERRA AUTO PARTS LLC	339139	09/12/2025	FILE CABINET SPRINGS	506-4005-44606	40.00
BULLOCKS INC	9/1/2025	09/12/2025	AUGUST 2025 SUPPLIES	506-4005-44607	25.00
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	WASTE WATER DEPT	506-4005-41226	157.39
WEX BANK	107056647 - WW	09/19/2025	WW FUEL OPEN PO FY25/26	506-4005-43316	990.17
MARLIN LEASING CORPORATI...	40942515	09/19/2025	WASTE WATER OPEN PO FY25...	506-4005-43465	246.78
STAPLES CONTRACT & COMM...	6041834197	09/19/2025	OFFICE SUPPLIES	506-4005-44606	93.35
EUROFINS ENVIRONMENTAL ...	8850024046	09/19/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850024203	09/19/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850024360	09/19/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850024446	09/19/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850024650	09/19/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850024903	09/19/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850025036	09/19/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850025453	09/19/2025	WEEKLY TESTING FOR WASTE...	506-4005-44605	500.46
VILLAGE OF WILLIAMSBURG	9/11/2025	09/19/2025	SEWER RECEIPTS FY 2025 - 20...	506-4005-48798	3,470.26
BOOT BARN	INV00521709	09/19/2025	JEANS FOR CHRISTOPHER TH...	506-4005-42620	315.51
BOOT BARN	INV00521709	09/19/2025	BOOTS FOR CHRISTOPHER TH...	506-4005-44615	184.49
AMAZON CAPITAL SERVICES I...	1PD9-V7HG-X6P4	09/26/2025	CORRECTION FOR FIELD AUG...	506-4005-44607	39.11
DOCUMENT SOLUTION INC	387503	09/26/2025	WASTE WATER DEPT SHARP ...	506-4005-43465	85.08
SILVERSKY INC	532666-SI	09/26/2025	WASTE WATER DEPT OPEN PO...	506-4005-43815	122.23
STAPLES CONTRACT & COMM...	6042153307	09/26/2025	OFFICE SUPPLIES	506-4005-44606	55.48
VERIZON WIRELESS	6123571765	09/26/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	343.49
USA BLUEBOOK	INV00749921	09/26/2025	FORMULA 52 5 GALLON	506-4005-44607	410.70
USA BLUEBOOK	INV00749921	09/26/2025	SHIPPING	506-4005-44607	43.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	WASTE WATER DEPT	506-4005-41226	157.39
				Fund 506 - WWTP Total:	**10,590.28**
Fund: 508 - Golf Course					
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	GOLF COURSE	508-4303-41226	54.16
CITY MANAGER BANK OF AM...	XXXX-6162 8/4/2025	09/12/2025	SSANMO TAX	508-4303-43770	2.51
CITY MANAGER BANK OF AM...	XXXX-6162 8/4/2025	09/12/2025	SSANMO	508-4303-43770	30.00
MARLIN LEASING CORPORATI...	40942515	09/19/2025	GOLF COURSE OPEN PO FY25/...	508-4303-43465	246.78
DOCUMENT SOLUTION INC	387503	09/26/2025	GOLF COURSE SHARP OVERA...	508-4303-43465	11.56
VERIZON WIRELESS	6123571765	09/26/2025	GOLF COURSE OPEN PO FY25/...	508-4303-43775	41.58
CITY MANAGER BANK OF AM...	6162	09/26/2025	EXTRA AMOUNT NEEDED	508-4303-43465	236.00
CITY MANAGER BANK OF AM...	6162	09/26/2025	NM LIQUOR LICENSES, FINGE...	508-4303-43770	12.50
CITY MANAGER BANK OF AM...	6162	09/26/2025	OPEN PO FOR NM LIQUOR LIC...	508-4303-43770	264.00
TALON SEPTIC & POTTY SERVI...	I2918	09/26/2025	OPEN PO PORTA POT RENTAL...	508-4303-43465	100.00
TALON SEPTIC & POTTY SERVI...	I2937	09/26/2025	OPEN PO PORTA POT RENTAL...	508-4303-43465	100.00
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	GOLF COURSE	508-4303-41226	49.78
				Fund 508 - Golf Course Total:	**1,148.87**
Fund: 509 - Muni Airport					
TECH 45 AIRPORT MANAGEM...	001128	09/12/2025	MONTHLY MANAGEMENT AG...	509-4403-48598	19,647.77
XEROX CORP OLD	024186280	09/12/2025	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
WINDSTREAM CORPORATION	101112924	09/19/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	449.47
MARLIN LEASING CORPORATI...	40942515	09/19/2025	AIRPORT OPEN PO FY25/26	509-4403-43465	49.36
VERIZON WIRELESS	6123571765	09/26/2025	AIRPORT OPEN PO FY25/26	509-4403-43775	109.05
				Fund 509 - Muni Airport Total:	**20,287.23**
Fund: 600 - Internal Serv					
REEDS TIRE CENTER	16350	09/12/2025	OPEN PO FOR TIRES	600-7003-44626	628.00
REEDS TIRE CENTER	16425	09/12/2025	OPEN PO FOR TIRES	600-7003-44626	46.60
REEDS TIRE CENTER	16488	09/12/2025	OPEN PO FOR TIRES	600-7003-44626	860.00
4 RIVERS EQUIPMENT	1832578	09/12/2025	TRANSPORTATION COST	600-7003-47420	1,400.00
BORDER RECAPPING LLC BMO...	25-0293501-003	09/12/2025	OPEN PO FOR BORDER TIRE	600-7003-44626	618.00
MESILLA VALLEY COMMERCIA...	27487	09/12/2025	OPEN PO FOR VEHICLE MAINT...	600-7003-47420	102.19
UNIFIRST HOLDINGS INC DBA ...	2880283877	09/12/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	55.38
UNIFIRST HOLDINGS INC DBA ...	2880286367	09/12/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	59.60
UNIFIRST HOLDINGS INC DBA ...	2880288026	09/12/2025	UNIFORMS FOR SERVICE CEN...	600-7003-42620	59.41
SIERRA AUTO PARTS LLC	338527	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	36.39
SIERRA AUTO PARTS LLC	338528	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	441.92
SIERRA AUTO PARTS LLC	338570	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	35.28
SIERRA AUTO PARTS LLC	338592	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	23.24
SIERRA AUTO PARTS LLC	338644	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	495.40
SIERRA AUTO PARTS LLC	338694	09/12/2025	SHOP SUPPLIES	600-7003-44607	30.13
SIERRA AUTO PARTS LLC	338706	09/12/2025	SHOP SUPPLIES	600-7003-44607	29.41
SIERRA AUTO PARTS LLC	338727	09/12/2025	SHOP SUPPLIES	600-7003-44607	20.87
SIERRA AUTO PARTS LLC	338746	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	39.69
SIERRA AUTO PARTS LLC	338761	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	28.89
SIERRA AUTO PARTS LLC	338777	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	21.96
SIERRA AUTO PARTS LLC	338778	09/12/2025	SHOP SUPPLIES	600-7003-44607	194.84
SIERRA AUTO PARTS LLC	338838	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	24.78
SIERRA AUTO PARTS LLC	338860	09/12/2025	ATV BELT AND CLUTCH SET	600-7003-47420	1,228.99
SIERRA AUTO PARTS LLC	338884	09/12/2025	SHOP SUPPLIES	600-7003-44607	1,069.00
SIERRA AUTO PARTS LLC	338896	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	15.34
SIERRA AUTO PARTS LLC	338906	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	106.03
SIERRA AUTO PARTS LLC	338907	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	11.92
SIERRA AUTO PARTS LLC	338993	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	270.67
SIERRA AUTO PARTS LLC	339103	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	10.80
SIERRA AUTO PARTS LLC	339134	09/12/2025	SHOP SUPPLIES	600-7003-44607	10.98
SIERRA AUTO PARTS LLC	339150	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	45.69
SIERRA AUTO PARTS LLC	339206	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	118.73
SIERRA AUTO PARTS LLC	339222	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	31.74
SIERRA AUTO PARTS LLC	339271	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	126.91
SIERRA AUTO PARTS LLC	339372	09/12/2025	SHOP SUPPLIES	600-7003-44607	22.76

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	339373	09/12/2025	OPEN PO FOR VEHICLE MAINT	600-7003-47420	134.72
P & T MACHINE LLC	479977	09/12/2025	PTO PUMP REFURBISHED	600-7003-47420	152.08
P & T MACHINE LLC	479978	09/12/2025	MACHINING SERVICE FOR BOL...	600-7003-47420	86.90
THE POWER CENTER INC	69081	09/12/2025	SHEAVE/FREIGHT	600-7003-47420	154.06
CENTURY EQUIPMENT COMP...	AP34967	09/12/2025	TUBE F03,PIPE B02, TUBE 03E,	600-7003-47420	391.54
NM RETIREE HEALTH CARE	PPE 2025-09-05	09/12/2025	FLEET SERVICE CENTER	600-7003-41226	195.02
OREILLY AUTO PARTS INC	SC04880225	09/12/2025	OPEN PO FOR JULY- SEPT	600-7003-44607	2.18
LONESTAR FREIGHTLINER GR...	X200319496.01	09/12/2025	DEF SENDER AND HOLDING T...	600-7003-47420	1,422.98
SOUTHWESTERN EQUIPMENT...	046687	09/19/2025	LIFT BAR/ 3 IN CAM FOLLOWE...	600-7003-47420	5,557.00
WEX BANK	107056647 - FL	09/19/2025	FUEL FOR SERVICE CENTER VE...	600-7003-43316	240.54
OREILLY AUTO PARTS INC	2162-195606	09/19/2025	OPEN PO FOR JULY- SEPT	600-7003-44607	113.74
OREILLY AUTO PARTS INC	2162-195636	09/19/2025	PORTACOOL AIR CONDITIONER	600-7003-44607	3,799.00
MARLIN LEASING CORPORATI...	40942515	09/19/2025	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.04
LONESTAR FREIGHTLINER GR...	X200323986.01	09/19/2025	AIR INTAKE GRILLE	600-7003-47420	140.97
4 RIVERS EQUIPMENT	1815364	09/26/2025	ESTIMATED COST OF SERVICE...	600-7003-47420	1,302.72
AMAZON CAPITAL SERVICES I...	1LRJ-MDWC-3RLY	09/26/2025	SEAT COVERS	600-7003-47420	499.90
OREILLY AUTO PARTS INC	2162-196574	09/26/2025	OPEN PO FOR JULY- SEPT	600-7003-44607	10.99
OREILLY AUTO PARTS INC	2162-196636	09/26/2025	OPEN PO FOR JULY- SEPT	600-7003-44607	68.46
OREILLY AUTO PARTS INC	2162-196730	09/26/2025	OPEN PO FOR JULY- SEPT	600-7003-44607	10.86
LAS CRUCES AUTOMOTIVE G...	219709	09/26/2025	NEW BATTERY & ELECTRONIC...	600-7003-47420	592.24
DOCUMENT SOLUTION INC	387503	09/26/2025	SERVICE CENTER SHARP OVER...	600-7003-43465	24.32
VERIZON WIRELESS	6123571765	09/26/2025	SERVICE CENTER OPEN PO FY...	600-7003-43775	102.72
CENTURY EQUIPMENT COMP...	AP35155	09/26/2025	CASE 580M INTERIOR PANELS...	600-7003-47420	1,264.88
NM RETIREE HEALTH CARE	PPE 2025-09-19	09/26/2025	FLEET SERVICE CENTER	600-7003-41226	167.52
WAGNER EQUIPMENT CO	S12W0864129	09/26/2025	DIAGNOSTICS FOR STREETS 1...	600-7003-47420	520.32
RJ BORDER INTERNATIONAL	X400127778.01	09/26/2025	OIL FILTER, FUEL FILTER KIT, A...	600-7003-47420	203.55
RJ BORDER INTERNATIONAL	X400128858.01	09/26/2025	BRAKE CHAMBER, SLACK ADJ...	600-7003-47420	354.74
RJ BORDER INTERNATIONAL	X400129009.01	09/26/2025	BRAKE CHAMBER, SLACK ADJ...	600-7003-47420	555.03
				Fund 600 - Internal Serv Total:	**26,464.56**
				Grand Total:	**1,309,229.95**

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	249,665.50
201 - Corrections	1,210.00
209 - Fire	56,918.86
211 - Law Enforce Prot	2,315.60
214 - Lodgers Tax	14,207.39
216 - Muni Street	13,396.97
294 - State Library	3,137.65
295 - Muni Pool	194.91
296 - PD GRT	1,470.21
299 - SPECIAL REVENUE FUNDS	519.48
303 - Vet Wall	246.76
304 - Senior Grants	731.53
314 - CDBG	7,087.11
315 - CI Reserve	249,425.89
340 - ROAD/STREET PROJECTS	1,519.64
380 - OTHER STATE FUNDED PROJECTS	8,848.26
403 - Pledge State DEBT SERVICE	31,860.30
502 - UTILITY OFFICE-UTILITY BILLING	4,391.22
503 - Electric	494,641.03
504 - Water	28,138.65
505 - Solid Waste	80,812.05
506 - WWTP	10,590.28
508 - Golf Course	1,148.87
509 - Muni Airport	20,287.23
600 - Internal Serv	26,464.56
Grand Total:	**1,309,229.95**

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	4,989.65
101-1000-44606	OFFICE SUPPLIES-GOVE...	95.88
101-1001-41226	RETIREE INSURANCE	320.44
101-1001-43465	RENT OF EQUIPMENT	386.84
101-1001-43740	PRINTING/PUBLISHING	217.49
101-1001-43775	TELEPHONE	163.30
101-1001-47410	MAINTENANCE CONTRA...	475.00
101-1003-41226	RETIREE INSURANCE	363.12
101-1003-43316	FUEL	76.50
101-1003-43465	RENT OF EQUIPMENT	762.75
101-1003-43770	SUBSCRIPTION & DUES	259.97
101-1003-43775	TELEPHONE	233.85
101-1003-44606	OFFICE SUPPLIES	76.98
101-1004-41226	RETIREE INSURANCE	904.56
101-1004-42310	PER DIEM-ADMIN OFFIC...	6.75
101-1004-42720	EMPLOYEE TRAINING-A...	1,940.40
101-1004-43465	RENT OF EQUIPMENT	664.07
101-1004-43740	PRINTING/PUBLISHING	472.29
101-1004-43775	TELEPHONE	117.84
101-1004-43999	OPERATING COSTS	9.88
101-1004-44606	OFFICE SUPPLIES	265.93
101-1004-48599	OTHER CONTRACTUAL S...	677.48
101-1006-41226	RETIREE INSURANCE	329.18
101-1006-42720	EMPLOYEE TRAINING-AN..	193.20
101-1006-43316	FUEL	55.26
101-1006-43775	TELEPHONE	82.51
101-1006-44606	OFFICE SUPPLIES	145.43
101-1006-44607	FIELD SUPPLIES	1,470.52

Account Summary

Account Number	Account Name	Payment Amount
101-1006-44615	SAFETY EQUIPMENT	67.03
101-1006-48598	PROFESSIONAL SERVICES	1,207.86
101-1007-41226	RETIREE INSURANCE	2,695.72
101-1007-42720	EMPLOYEE TRAINING-P...	826.96
101-1007-43316	FUEL	7,166.29
101-1007-43465	RENT OF EQUIPMENT	929.24
101-1007-43775	TELEPHONE	1,056.88
101-1007-44606	OFFICE SUPPLIES	91.85
101-1008-41226	RETIREE INSURANCE	165.76
101-1008-42620	UNIFORMS LINEN-CODE ...	490.50
101-1008-42720	EMPLOYEE TRAINING-C...	150.00
101-1008-43316	FUEL	202.82
101-1008-43775	TELEPHONE	212.24
101-1008-44615	SAFETY EQUIPMENT	112.50
101-1009-41226	RETIREE INSURANCE	186.04
101-1009-42620	UNIFORMS/LINEN-MUNI...	113.79
101-1009-42720	EMPLOYEE TRAINING-M...	155.00
101-1009-43316	FUEL	1,018.85
101-1009-43465	RENT OF EQUIPMENT	247.98
101-1009-43770	SUBSCRIPTION & DUES	250.00
101-1009-43775	TELEPHONE	104.79
101-1009-44607	FIELD SUPPLIES-MUNI R...	4,683.83
101-1009-47415	MAINTENANCE--REPAIRS..	4,966.53
101-1010-41226	RETIREE INSURANCE	205.34
101-1010-43770	SUBSCRIPTION & DUES	164.64
101-1010-43775	TELEPHONE	23.81
101-1010-48598	PROFESSIONAL SERVICES	9,390.16
101-1011-41226	RETIREE INSURANCE	566.30
101-1011-43775	TELEPHONE	118.00
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-42720	EMPLOYEE TRAINING	179.48
101-1013-43316	FUEL	100.28
101-1013-44606	OFFICE SUPPLIES	11.59
101-1014-41226	RETIREE INSURANCE	434.40
101-1014-43316	FUEL	851.58
101-1014-43403	REGULAR BUILDING MA...	2,432.12
101-1014-43465	RENT OF EQUIPMENT	85.44
101-1014-43775	TELEPHONE	81.21
101-1014-44607	FIELD SUPPLIES-FACILITY...	957.12
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	433.66
101-1017-48599	OTHER CONTRACTUAL S...	75,956.65
101-1018-43780	UTILITIES	112,516.71
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,589.06
101-1099-34348	RENT OF PUBLIC FACILIT...	500.00
201-1903-48710	CARE OF PRISONERS-SIE...	1,210.00
209-1603-43316	FUEL	199.55
209-1603-43465	RENT OF EQUIPMENT	529.12
209-1603-43775	TELEPHONE	231.07
209-1603-43999	OPERATING COSTS	3,976.00
209-1603-44607	FIELD SUPPLIES	3,781.00
209-1603-44615	SAFETY EQUIPMENT	47,180.00
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
209-1603-47420	MAINTENANCE VEHICLE...	496.50
211-2003-42535	EMPLOYEE TRAINING	2,019.40
211-2003-44573	UNIFORM & EQUIPMENT	180.00
211-2003-44615	SAFETY EQUIPMENT	116.20
214-2503-41226	RETIREE INSURANCE	104.68

Account Summary

Account Number	Account Name	Payment Amount
214-2503-44607	FIELD SUPPLIES	6,415.80
214-2503-44608	FIELD SUPPLIES - GOLF ...	973.32
214-2540-43775	TELEPHONE	40.58
214-2540-60725	CITY PORTION SUB-RECIP..	3,570.26
214-2560-60725	MARKETING SUB-RECIPI...	3,102.75
216-4503-42620	UNIFORM LINEN-MUNI ...	179.16
216-4503-43316	FUEL	1,702.94
216-4503-43465	RENT OF EQUIPMENT	215.46
216-4503-43550	ROADWAY MAINTENAN...	5,730.34
216-4503-44607	FIELD SUPPLIES-STREETS	242.19
216-4503-44613	NON-CAPITAL ITEMS	1,137.19
216-4503-47420	MAINT.VEHICLE/FURN/...	2,049.91
216-7026-48598	Professional Serv/Contra...	2,139.78
294-5003-32393	STATE LIBRARY GRANT- ...	401.36
294-5003-60834	STATE LIBRARY GRANT-S...	2,736.29
295-4803-41226	RETIREE INSURANCE	78.10
295-4803-43465	RENT OF EQUIPMENT	49.36
295-4803-43775	TELEPHONE	67.45
296-2403-43999	OPERATING COSTS	75.00
296-2403-44613	NON-CAPITAL ITEMS	299.99
296-2403-48598	PROFESSIONAL SERVICES	1,095.22
299-7051-48710	Professional Serv -BFAS ...	519.48
303-4703-43775	TELEPHONE	246.76
304-7049-80810	OTHER CAP EQUIP VEHI...	731.53
314-7030-48598	Prof Serv/Contracts 22-C...	7,087.11
315-7027-48598	ProfServ/Con- B-23-CP-...	249,425.89
340-7032-45600	ENTITY MATCH	1,519.64
380-7034-80860	INFRASTRUCTURE	8,848.26
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.73
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,438.95
403-1203-90905	DEBT SERVICE PRINCIPAL..	2,572.83
403-1203-90910	DEBT SERVICE INTEREST	5,434.21
403-1203-90925	COMMITMENTS & OTHE...	125.00
502-3601-41226	RETIREE INSURANCE	401.32
502-3601-43316	FUEL	56.09
502-3601-43465	RENT OF EQUIPMENT	892.22
502-3601-43740	PRINTING/PUBLISHING	2,400.00
502-3601-43770	SUBSCRIPTIONS & DUES	639.99
502-3601-43775	TELEPHONE	1.60
503-3702-41226	RETIREE INSURANCE	923.23
503-3702-42620	UNIFORM/LINEN-ELECTR..	1,629.54
503-3702-42720	EMPLOYEE TRAINING-EL...	1,650.00
503-3702-43316	FUEL	1,870.59
503-3702-43465	RENT OF EQUIPMENT	128.62
503-3702-43770	SUBSCRIPTION & DUES	1,860.00
503-3702-43775	TELEPHONE	163.74
503-3702-43815	SOFTWARE LIC/SOFTWA...	122.24
503-3702-44606	OFFICE SUPPLIES	109.57
503-3702-44607	FIELD SUPPLIES	2,910.45
503-3702-44615	SAFETY EQUIPMENT	589.85
503-3702-45796	FRANCHISE TAX-ELECTRI...	5,895.86
503-3702-47415	MAINTENANCE--REPAIRS..	19,832.63
503-3702-47420	MAINTENANCE-VEHICLE...	4,161.95
503-3702-48598	PROFESSIONAL SERVICES	10,012.85
503-3702-50795	WHOLESALE POWER CO...	442,779.91
504-3803-41226	RETIREE INSURANCE	636.58
504-3803-42620	UNIFORM/LINEN-WATER..	829.75

Account Summary

Account Number	Account Name	Payment Amount
504-3803-42720	EMPLOYEE TRAINING-W...	405.00
504-3803-43316	FUEL	2,192.89
504-3803-43465	RENT OF EQUIPMENT	49.36
504-3803-43770	SUBSCRIPTION/DUES	14.87
504-3803-43775	TELEPHONE	198.61
504-3803-43797	WATER CONSERVATION...	1,490.87
504-3803-43815	SOFTWARE LIC/SOFTWA...	122.23
504-3803-44605	CHEMICALS/LABORATO...	530.21
504-3803-44607	FIELD SUPPLIES-WATER ...	19,498.09
504-3803-44615	SAFETY EQUIPMENT	524.97
504-3803-44810	EQUIPMENT & MACHIN...	35.00
504-3803-45796	FRANCHISE TAX-WATER ...	1,235.05
504-3803-47420	MAINTENANCE-VEHICLE...	77.14
504-3803-48598	PROFESSIONAL SERVICES	298.03
505-3904-41226	RETIREE INSURANCE	1,080.15
505-3904-42620	UNIFORM/LINEN-SOLID...	2,355.18
505-3904-42720	EMPLOYEE TRAINING-SO...	487.15
505-3904-43316	FUEL	3,831.02
505-3904-43465	RENT OF EQUIPMENT	224.53
505-3904-43775	TELEPHONE	73.06
505-3904-43815	SOFTWARE LIC/SOFTWA...	3,950.52
505-3904-44607	FIELD SUPPLIES-SOLID ...	1,016.53
505-3904-45601	WASTE DISPOSAL	53,405.16
505-3904-45796	FRANCHISE TAX	1,597.76
505-3904-47415	MAINTENANCE--REPAIRS..	277.39
505-3904-80845	CAPITAL IMPROVEMENT...	12,513.60
506-4005-41226	RETIREE INSURANCE	314.78
506-4005-42620	UNIFORM/LINEN-WAST...	315.51
506-4005-43316	FUEL	990.17
506-4005-43465	RENT OF EQUIPMENT	490.06
506-4005-43770	SUBSCRIPTION & DUES	14.87
506-4005-43775	TELEPHONE	343.49
506-4005-43815	SOFTWARE LIC/SOFTWA...	122.23
506-4005-44605	CHEMICALS/LABORATO...	2,761.83
506-4005-44606	OFFICE SUPPLIES	188.83
506-4005-44607	FIELD SUPPLIES-WASTE...	1,095.73
506-4005-44615	SAFETY EQUIPMENT	184.49
506-4005-48598	PROFESSIONAL SERVICES	298.03
506-4005-48798	VILLAGE OF WILLIAMSB...	3,470.26
508-4303-41226	RETIREE INSURANCE	103.94
508-4303-43465	RENT OF EQUIPMENT	694.34
508-4303-43770	SUBSCRIPTION & DUES	309.01
508-4303-43775	TELEPHONE	41.58
509-4403-43465	RENT OF EQUIPMENT	80.94
509-4403-43775	TELEPHONE	558.52
509-4403-48598	PROFESSIONAL SERVICES	19,647.77
600-7003-41226	RETIREE INSURANCE	362.54
600-7003-42620	UNIFORMS/LINEN	174.39
600-7003-43316	FUEL	240.54
600-7003-43465	RENT OF EQUIPMENT	98.36
600-7003-43775	TELEPHONE	102.72
600-7003-44607	FIELD SUPPLIES	5,383.22
600-7003-44626	VEHICLE TIRES	2,152.60
600-7003-47420	MAINTENANCE-VEHICLE...	17,950.19
	Grand Total:	**1,309,229.95**

Project Account Summary

Project Account Key	Payment Amount
None	1,309,229.95
Grand Total:	**1,309,229.95**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: F.6

SUBJECT: Take Home Vehicle Form: Police Department
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for Tyler Cox in Code Enforcement. His commute is 1.3 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 10-8-25

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: G.1

SUBJECT: Resolution No. 16 25/26 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: October 2, 2025
SUBMITTED BY: Kerin Salcedo, Accounting Officer
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 16 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 16 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**

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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 10-8-25

RESOLUTION NO. 16 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 **8th day of October, 2025**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2025-26 10/8/2025
DFA Resolution Number: 16 25/26
BAR NUMBER 4

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	403	403-1203-90910	Debt-Interest	Expense		$ 60,000	$ 60,000	Wtr System Improv Interest BOSW (WISPI 1)
	403	403-1203-39935	Debt-Transfer In	Revenue	$ 1,083,430.00	$ 60,000	$ 1,143,430	Wtr System Improv Interest BOSW (WISPI 1)
	315	315-9003-49930	Wtr-Transfer Out	Expense	$ 28,347,300.00	$ 60,000	$ 28,407,300	Wtr System Improv Interest BOSW (WISPI 1)
							$ -	
2	380	380-7064-32380	WW-State Grant	Revenue	$ -	$ 990,000	$ 990,000	WW Treatment Plant Imprv Grant SAP 25-J2460-GF
	380	380-7064-80860	WW-Infrastructure	Expense	$ -	$ 990,000	$ 990,000	WW Treatment Plant Imprv Grant SAP 25-J2460-GF
	380	380-7064-39935	WW-Transfer In	Revenue	$ -	$ 990,000	$ 990,000	Cash transfer to cover expense until reimbursement
	380	380-7064-49930	WW-Transfer Out	Expense	$ -	$ 990,000	$ 990,000	Cash transfer to cover expense until reimbursement
	506	506-4005-39935	WW-Transfer In	Revenue	$ -	$ 990,000	$ 990,000	Cash transfer to cover expense until reimbursement
	506	506-4005-49930	WW-Transfer Out	Expense	$ 242,076.00	$ 990,000	$ 1,232,076	Cash transfer to cover expense until reimbursement

ATTEST:

Angela Torres, Clerk-Treasurer **(Date)**

Rolf Hechler, Mayor **(Date)**

DOCUMENT #1

CITY OF TRUTH OR CONSEQUENCES
505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0963

PURCHASE ORDER

PO Number: 82158 **Date:** 07/10/2025

Requisition #: 94812 **Vendor #:** 2172

ISSUED TO: BANK OF THE SOUTHWEST
AT T. OR C.
P.O. BOX 872
T. OR C., NM 87901

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		INT PYMNTS WTR SYSTEM IMPRV LOAN BOSW	408-1203-90910		0.00	20,000.00
			INTEREST PAYMENTS WTR SYSTEM IMPRV LOAN ORDINANCE 763 (4,811,000) ATTACHED BOSW ACCT #0000002001240173				

SUBTOTAL:	20,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	20,000.00

Chief Purchasing Office _____ Date: 7/16/25

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

DOCUMENT #2

Salcedo, Kerin

From: Alvarez, Traci
Sent: Friday, September 26, 2025 2:32 PM
To: Salcedo, Kerin
Cc: Holguin, Jocelyn
Subject: BAR Request
Attachments: GrantAgreement_SAP 25-J2460-GF_09-26-2025.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,
Can we please add the attached to the BAR for the Commission meeting on 10/8. Once agreement is fully executed, I will provide you a copy for your records. Grant # SAP 25-J2460-GF – in the amount of $990,000.00 for Wastewater Treatment Plant Improvements. No match or loan component. If you have any questions, please let me know.
Thank you.
Traci

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

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Environment Department, ("**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 2025, Chapter 159, Section 28, Subsection 109, 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. SAP 25-J2460-GF ("**Project**") **June 30, 2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 28, Subsection 109, One Million Dollars, ($1,000,000.00), to plan, design and construct upgrades to the wastewater treatment facility in Truth or Consequences in Sierra county;.

B. Grantee's total reimbursements shall not exceed One Million Dollars $1,000,000.00 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Ten Thousand Dollars, $10,000.00, which equals Nine Hundred Ninety Thousand Dollars, $990,000.00 ("**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 approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and Incorporated herein by reference. After receipt of approved 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 B.**

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 C**, 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 C** 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:

Grantee: City of Truth or Consequences
Name: Traci Alvarez
Title: - Assistant City Manager
Address: 505 Sims Street T or C, NM 87901
Email: talvarez@torcnm.org
Telephone: 575-952-0565

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences
Name: Jocelyn Holguin
Title: Finance Director
Address: 505 Sims Street T or C, NM 87901
Email: jholguin@torcnm.org
Telephone: 575-894-6673

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Environment Department
Name: Lilia Urrutia
Program Administrator
NMENV-cpbsap@state.nm.us or lilia.urrutia@env.nm.gov
Telephone: 505-670-3583

Environment Department
Name: Steven Deal
Project Manager
Email: steven.deal@env.nm.gov
Telephone: 505-670-2926

Environment Department
Sara Rhoton
Technical Section Manager
Sara.rhoton@env.nm.gov
Telephone: 505-469-2687

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 A** 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.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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 A**. 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.
    iii. 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.
    iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    v. 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. Twenty (20) days from 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.
    i. 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.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. 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.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, 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, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'s 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 [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] 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 [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] 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 Principals 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 C**, 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, policy-making, 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 GRANTEE:

City of Truth or Consequences
Entity Name

Official with Authority to Bind Grantee:

Signature

Rolf Hechler
(Print Name)

Mayor
(Title)

10-8-2025
Date

Fiscal Officer or Chief Financial Officer: (OPTIONAL)

Signature

Jocelyn Holguin
(Print Name)

Finance Director
(Title)

10-8-2025
Date

Jamie F Rubin LLC

Legal Counsel: (OPTIONAL)

Signature

Jay Rubin
(Print Name)

Attorney
(Title)

10-8-2025
Date

APPROVED BY DEPARTMENT:

New Mexico Environment Department

Dennis Romero, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the June 23, 2025, Secretary of Environment Delegation Order

Rev. July 2025

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
NMED DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)

EXHIBIT A
Request for Payment Form and Certification

A. NAME OF ENTITY _____ C. DISBURSEMENT REQUEST NUMBER _____

B. PROJECT NUMBER _____ D. GRANT AMOUNT _____

	PROJECT BUDGET		PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees										
Other Professional										
Service Fees										
Inspection Fees										
Property Acquisition										
Construction Cost										
Planning Cost										
Equipment										
Other Costs (specify)										
Contingencies										
TOTAL										

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement. ☐

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid. ☐

Certification: I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement. ☐

Certification: I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause. ☐

Certification: I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request. ☐

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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: $ 0.00

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: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

EXHIBIT E

Data Sharing Provisions

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Capital Appropriations Certification Document

Article IX. A. (ii) and (iii)

(City of Truth or Consequences SAP 25-J2460-GF)

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than ten (10) days after receiving reimbursement from NMED.

_____

Official Representative, Signed Name, Printed Name, Date

ATTACHMENT A

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT BUDGET

GRANTEE: City of Truth or Consequences

PROJECT NO: SAP 25-J2460-GF

Please provide a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone, referred to collectively as the "Project Budget." While it can be difficult to estimate costs and timelines, setting a plan for these can help keep realistic expectations and goals to keep a project moving forward to achieve the project scope and objectives. Contact your NMED-CPB Project Manager with questions.

1) **Expenditure Plan.** Indicate what expenses funding will be used.

Detailed Expenditure Plan		
USES OF FUNDS	**NMED PROGRAM**	**OTHER FUNDS**
Engineer Fees		
Other Professional		
Service Fees		
Inspection Fees		
Property Acquisition		
Construction Cost		
Planning Cost		
Equipment		
Other Costs (specify)		
Contingencies		
TOTAL	$ -	$ -

2) **Procurement Plan.** Describe how engineering or professional services, construction contractors, equipment, or other goods or services will be procured.

Chief Procurement Officer

All Public Bodies are required by 13-1-95.2 NMSA 1978 to have a Chief Procurement Officer to conduct all procurement activities.

Who is your Chief Procurement Officer (CPO)? _____

Describe how you will secure CPO services, if you currently do not have a CPO. _____

_____

Professional Services

Have engineering or professional services already been procured and contracted? _____

If not, describe how you will procure engineering or professional services_____

Reminders:

- COSTS ABOVE $60,000, require solicitation of services via a Request for Proposal (RFP).
- COSTS BELOW $60,000 must adhere to 13-1-125 NMSA 1978 and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.
- MULTI-TERM CONTRACTS can be renewed for up to four years 13-1-150 NMSA 1978. Monitor the remaining time on your contracts and plan for renewal in advance.

Construction

Contractors must be hired using a public bidding process for any project over $60,000 (13-1-125 NMSA 1978) and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.

Equipment Purchase

Equipment purchase must follow proper procurement code. Please see Chapter 13 Public Purchase and Property NMSA 1978.

3) **Project Timeline.** Setting a timeline can help keep a project on track to meet required expenditure deadlines. *(An example schedule is provided below.)*

Project Timeline:

OVERALL – MILESTONES		*EXPECTED EXPENDITURE PER MILESTONE*
ESTIMATED START DATE		
5% FUNDS OBLIGATED*		
ESTIMATED END DATE		
DETAILED – PHASES		
TOTAL		$

***Disclaimer:** You have accepted grant funds on the condition that 5% of these funds are to be obligated in a Notice of Obligation within 6 months of bond issuance in accordance with XIX.B.(STB's only) and at least 10% within one (1) year in accordance with IX.B (all projects).

You can obligate funds by entering into a contract with an engineer or contractor. State Procurement Code must be followed for the purchase of all goods and services.

Your NMED-CPB project manager will be happy to help you navigate these requirements, so that your grant money can be spent, and your project successfully completed.

Example Timeline:

OVERALL – MILESTONES		*EXPECTED EXPENDITURE PER MILESTONE*
ESTIMATED START DATE	Month 0	
5% FUNDS OBLIGATED*	+ 6 months from start date = Month 6	$100,000
ESTIMATED END DATE	Use detailed schedule below. 2.5- 3 years	
DETAILED – PHASES		
HIRE AN ENGINEER	4 months	
PLANNING DOCUMENT	6 months	$25,000
DESIGN, PERMIT	9 months	$60,000
ADVERTISE FOR BID, AWARD PROJECT	6 months (allow for rebid)	
CONSTRUCTION AND ENGINEERING CONSTRUCTION PHASE SERVICES (START TO FINISH)	Varies widely. 6 months to a year, or more.	$750,000 and $15,000
CLOSEOUT CONSTRUCTION/ FUNDS	1 month at end of construction schedule.	
TOTAL		$850,000

4) **Additional Information.** Please use this space below to provide any additional details about your project you would like to share to show your project plan and readiness.

Grantee Signatory Authority

Print Name

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all unexecuted contracts or quotes the Grantee intends to enter in that are related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred after the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for meter installation, the Grantee must follow the NMED Guidelines for Meter Upgrade Projects. Meters must be installed before payment can be made. Request a copy of the Guidelines from your NMED Project Manager.

D. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

E. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

F. All daily construction inspection reports shall be made available to the NMED upon request.

G. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

A RESOLUTION AUTHORIZING PROJECT SAP 25-J2460-GF **AS DESCRIBED IN ATTACHMENT A, AND** THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution Number

Whereas, the **Board of Directors / Council / Commission** of **Community / Utility** of **County Name** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP** SAP 25-J2460-GF

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Office Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

(Designated Agen or Employee Name, (Title), (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: _City of Truth or Consequences_____ Project Number: SAP 25-J2460-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Rolf Hechler	Name	
Title	Mayor	Title	
Signature		Signature	
Address	505 Sims Street T or C, NM 87901	Address	
Email	rhechler@torcnm.org	Email	
Phone	575-894-6673	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Gary Whitehead City Manager	Name	
Title	City Manager	Title	
Signature		Signature	
Address	505 Sims Street T or C, NM 87901	Address	
Email	gwhitehead@torcnm.org	Email	
Phone	575-894-6681	Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name	Traci Alvarez	Name	
Title	Assistant City Manager	Title	
Signature		Signature	
Address	505 Sims Street T or C, NM 87901	Address	
Email	talvarez@torcnm.org	Email	
Phone	575-952-0565	Phone	
Designated Agent or Employee that will make DFA database updates			
Name	Traci Alvarez	Name	
Title	Assistant City Manager	Title	
Signature		Signature	
Address	505 Sims Street T or C, NM 87901	Address	
Email	talvarez@torcnm.org	Email	
Phone	575-952-0565	Phone	
Notice of Obligations			
Name	Traci Alvarez	Name	
Title	talvarez@torcnm.org	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	505 Sims Street T or C, NM 87901	Address	
Email	talvarez@torcnm.org	Email	
Phone	575-952-0565	Phone	

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: G.2

SUBJECT: Discussion/Action – Resolution 17 25/26 Supporting the Submission of the Grant Application to NMDOT for FY25 EV Infrastructure Grant Funds
DEPARTMENT: Community Development
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez/Bo Easley

Summary/Background:
City submitted a grant application to NMDOT for the purpose of an EV Charging Station and was awarded $641,341.00. Resolution is required to proceed with obligating funds and proceeding with construction/installation.

Recommendation:
Approve Resolution 17 25/26

Attachments:
- Resolution 17 25/26
- Application with supporting documents
- Conceptual Renderings

-

Fiscal Impact (Finance): **Yes**
100% Reimbursable Grant

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 10-8-25

RESOLUTION NO. 17 25/26

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO SUPPORTING THE SUBMISSION OF A GRANT APPLICATION AND NECESSARY DOCUMENTS FOR THE CITY OF TRUTH OR CONSEQUENCES TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FY2025 EV INFRASTRUCTURE (DC FAST CHARGING GRANT FUNDS).

WHEREAS, The New Mexico Department of Transportation (NMDOT) solicited applications from municipalities, counties, and sovereign governments (Qualified Applicants) for grant funds that were appropriated to the NMDOT under the Laws of 2024, Chapter 66, Section 33, Part 94.

WHEREAS, the City of Truth or Consequences, New Mexico, is a qualified applicant to apply for, receive, and administer NMDOT grant funds; and,

WHEREAS, the City of Truth or Consequences submitted an application for FY2025 EV Infrastructure (DC Fast Charging Grant Funds) to purchase and install EV Infrastructure at 411 McAdoo St.

WHEREAS, the City of Truth or Consequences agrees to pay any costs that exceed the grant award amount; and

WHEREAS, the City of Truth or Consequences agrees to maintain the project for the life of the project; and,

1. The City of Truth or Consequences City Commission, supports the submission of the application by the City Manager for the FY2025 EV Infrastructure (DC Fast Charging Grant Funds) from NMDOT on behalf of the citizens of the City of Truth or Consequences;

2. The City of Truth or Consequences assures the NMDOT that commercial-grade Direct Current (DC) fast charging equipment (EVSE) with a minimum of 150-kilowatt (kW) per charge port will be installed.

3. The City of Truth or Consequences assures the NMDOT the EV charging stations will be accessible to the public 24 hours a day, seven days a week in perpetuity.

4. The City of Truth or Consequences assures the NMDOT a commitment of performance for a minimum of five years.

5. The City of Truth or Consequences assures the NMDOT sufficient funding for the ongoing operation, maintenance, and all associated utility and networking costs of the project will be committed by the City for the life of the project.

6. The City Manager of the City of Truth or Consequences is authorized to enter into an Agreement with NMDOT for the purchase and installment of EV Infrastructure at 411 McAdoo and is authorized to submit additional information as

may be required and act as the official representative of the City of Truth or Consequences in this and subsequent related activities to the application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, THAT the submitted application to the New Mexico Department of Transportation for FY2025 EV Infrastructure (DC Fast Charging Grant Funds) hereby authorizes Gary Whitehead, City Manager, to act on behalf of the City of Truth or Consequences for this application and submit necessary documents for funding assistance for this project.

PASSED, APPROVED AND ADOPTED this 8th day of October 2025.

/s/_____
Rolf Hechler, Mayor

Attest:

/s/_____
Angela Torres, City Clerk

GRANT APPLICATION

to the
New Mexico Department of Transportation
2025 Electric Vehicle Infrastructure Grant Program

Truth or Consequences

Contact: Bo Easley
Electric Department Director
Phone: Off: 575-894-6673 Ext. 372
Email Address: beasley@torcnm.org
Office Address: 505 Sims Street
Truth or Consequences, NM 87901

Project Overview

The City of Truth or Consequences, New Mexico, is seeking funding to construct a public Electric Vehicle (EV) charging station on city-owned property. The project includes the installation of a Level 3 fast charger with universal access and a solar carport to generate on-site renewable energy. Strategically located along Interstate 25 between Socorro and Las Cruces, the new station will fill a significant gap in New Mexico's EV infrastructure. The goal of this Project is to address the lack of public DC fast charging stations on I-25 between Socorro and Las Cruces, particularly within disadvantaged communities like Truth or Consequences, which limits EV adoption and regional accessibility.

The City is confident that the funding requested will be enough to complete the work submitted, given the that this project has been in the works for several years and is considered "shovel-ready," pending final construction document development and funding. The proposed site is already owned by the city and has been previously disturbed by construction activities. There are no environmental risks associated with the project, and a Level 1 Environmental Assessment will be completed before any site work begins. Proper stormwater mitigation measures and best practices will be implemented during construction.

Truth or Consequences, often called "T or C," is a small resort town, once known as Hot Springs and still widely recognized as America's most affordable spa town. The proposed charging station is located near a range of lodging and dining options, including historic bathhouses, and charmingly restored spa hotels. With its long-standing identity as a destination for wellness tourism, and the added draw of Spaceport America nearby, T or C continues to attract visitors seeking healing, relaxation, and adventure. The new EV charging station will enhance this experience, encouraging travelers to stop, recharge, and explore the city.

The project also delivers tangible equity benefits. According to the U.S. Department of Transportation, the location of the proposed station falls within a Historically Disadvantaged Community that also meets criteria for transportation, health, and economic disadvantage. By providing clean transportation access in this underserved area, we can address a gap in infrastructure and promote the equitable adoption of clean energy.

Local leaders, including the City Manager, Commission, and staff, are fully supportive of this project, recognizing its potential to support renewable energy goals and attract EV users to Truth or Consequences. With its strategic location, community support, environmental benefits, and economic potential, the Truth or Consequences EV Charging Station project is a critical investment in the future of clean transportation in southern New Mexico.

Location

Site Address and Name:

Administration Annex - 411 McAdoo St, Truth or Consequences, New Mexico, 87901

Charger Information:

Charger Type: 1 Dual Port DCFC Charging Station - Pedestal Mount with cable retractors, CC reader and preventative maintenance

Number of Ports: 2 ports

Number of Parking Spaces: 1 space + 1 ADA

Site Host Information:

Site Host Name: The City of Truth or Consequences

Site Ownership Status: Owner

Proof of Public Ownership of Property Attached.

Site Maps:



Location Details:
The City of Truth or Consequences has identified a centrally located, city-owned site for its proposed Electric Vehicle (EV) charging station. The site is properly zoned for this type of infrastructure, requires no extensive environmental clearance due to previous disturbance, and is already equipped with existing electrical service suitable for the installation of a DC fast charger. This makes it both a practical and efficient location for project deployment.

Conveniently situated within walking distance of 24/7 public restrooms, hotels, motels, a grocery store, restaurants, and various shops, the site offers accessibility to a wide range of amenities for travelers and residents alike. The area is deeply rooted in the town's legacy as a wellness destination, Truth or Consequences has long attracted visitors seeking the healing properties of its natural mineral waters. Today, historic bathhouses and restored spas continue that tradition, offering therapeutic treatments like massage, reflexology, mud wraps, reiki, and more. Walk-in soaking sessions are widely available, and many lodging options feature in-room private baths.

The project site also benefits from Truth or Consequences' recent cultural and economic revitalization, spurred in part by the nearby development of Spaceport America. The city has seen an influx of new shops, restaurants, wineries, and a popular brewery that regularly hosts live music. Downtown streets are home to a thriving arts community, highlighted by the monthly Second Saturday Art Hop, which brings locals and visitors together to enjoy the town's relaxed and creative atmosphere.

Positioned in a vibrant, amenity-rich, and historically significant part of the city, the proposed EV charging location will offer both functionality and an inviting experience for electric vehicle drivers traveling along the I-25 corridor and visiting this unique destination.

Planning
Project Scope:
The goal of this project is to increase equitable access to clean, high-speed electric vehicle charging infrastructure in southern New Mexico by establishing a centrally located DC fast charging station in Truth or Consequences.

The City of Truth or Consequences proposes to construct a publicly accessible electric vehicle (EV) charging station that will establish one of the first DC Fast Charging infrastructure spots within city limits. The project includes the installation of one Level 3 charger with two concurrent charging ports at a centrally located, city-owned site that has already been zoned appropriately and prepared for infrastructure use. The total project cost will be fully supported by the funding requested through this proposal, and the City is confident in its readiness to implement the project upon award. Documentation of public ownership of the site is included with this submission.

Project Objectives include:

- By June 2026, install and activate 1 dual-port Level 3 DC fast charger.
- Maintain at least 95% system uptime through ongoing monitoring and maintenance.
- Promote equitable EV access by ensuring the charging station is publicly available 24/7 and ADA-compliant

Project management will be led by the City of Truth or Consequences, which has been planning this initiative for several years, in coordination with experienced infrastructure partners Somos Solar and Go-Station. The selected site benefits from its existing power infrastructure, minimal environmental concerns due to prior land disturbance, and proximity to essential traveler amenities including restrooms, lodging, restaurants, shopping, and the city's historic hot springs.

Once constructed, this station will close a critical infrastructure gap on the I-25 corridor between Socorro and Las Cruces, providing much-needed access for EV drivers traveling through southern New Mexico. The project will support the City's long-standing efforts to reduce emissions, promote clean transportation, and attract economic activity by encouraging travelers to stop and experience everything T or C has to offer. The desired outcome is that more EV travelers stop in TorC and that their EV range anxiety is reduced.

Budget:

Total Project Cost	**$641,341**

Find Full Project Cost Breakdown in Cost Section on Page 8

Timeline:

Implementation Schedule

Activity/ Description	***Activity Durations and Execution Dates***
Utility	City of TorC
Type Project	Go-Station EV Charging Station
LNTPA Execution	TBD
100% Design Package Issued for Construction (IFC) Complete	25 days after Issue for Permit (IFP) Complete
Permits applications Submitted	Once Issued for Permit Completed and complete EOR review
All Permits Required for Construction Received	
Mobilization	6 weeks from LNTP
Guaranteed Mechanical Completion	90 days from Mobilization
Utility Availability (Backfeed)	TBD
Target Permission to Operate (PTO) (Utility Dependent)	06/03/2026
Utility Ready to Energize (Utility Availability Date)	TBD
Guaranteed Substantial Completion	06/02/2026
Final Completion	06/30/2026

As seen in the timeline above, the project is scheduled to begin within one month of executing the final agreement and will be completed within the intended one-year timeframe.

Project Stakeholders:

Since the City of T or C owns their electrical infrastructure/grid, acquisition of an energy source for the project is very simple. The site has existing 3-phase power on-site to energize the EV chargers and the City has on site the 750kva transformer required for the stations to operate.

Our project team includes several key partners we have already begun to work with, including Go-Station, a New Mexico based EV charging solutions provider; Somos Solar, a Santa Fe based EPC firm and EVITP-certified electrical contractor; and i-Charging, the manufacturer of the EV charging equipment. To ensure quality, safety, and regulatory compliance throughout this project, we propose to work with B&D Electric as third-party independent inspectors.

GO-STATION

Go-Station was born and raised in New Mexico. They have deployed charging solutions across the U.S. for a variety of use cases including retail locations, retail fueling, port locations, workplaces and multi-family locations.

- Port Logistics: Go-Station developed a distributed network of 102 charging ports across ten (10) U.S facilities. Their charging solution supports new vehicle processing as well as drayage vehicles. The consolidated network consists of L3 and L2 chargers.
- Retail Fuels: They deployed a state-of-the-art L3 charging experience in Savannah, GA. The site consists of 50kW to 150kW charging stations and supports passenger cars and medium-duty vehicles.
- Retail/Mall Environment: They are most proud of our work in Albuquerque, NM at the Winrock Town Center. Go-Station deployed (2) 50kw charging stations that have supported more than 6,000 charging events since 2019 and achieved exceptional sustainability KPIs.

Additionally, Go-Station has a dynamic software stack with a mobile app that can deploy targeted discounts to drivers. This unique feature will allow the site host to deploy specific pricing plans and discounts to underserved community members and New Mexico residents.

somos
SOLAR NEW MEXICO

Somos Solar is a turn-key engineering, procurement, and construction (EPC) and renewable energy development company headquartered in Santa Fe, New Mexico. Somos focuses on commercial, industrial, and utility-scale renewable energy projects, including EV charging matched to clean power generation and storage. Somos is a "ground up" capable EPC. Somos strives to use Tier 1 components to develop and maintain high-quality installations with near real-time data and monitoring. The Somos team brings over 3 gigawatts of project experience while prioritizing customer satisfaction with thorough and transparent communication. Somos is capable of installing and maintaining multiple Level 2 and Level 3 EV charging stations at sites across the US and is qualified under the NM Statewide Pricing Agreement for Level 2 & 3 DC chargers.

i-charging

i-charging was born from the desire to create technology-based products, enhancing innovation, differentiation, design, and quality, within the most sophisticated segments of the infrastructure for electric mobility. They want to be a technological reference for the electric mobility sector. i-charging believes it is possible to do more sustainably, adopting new tools and methodologies, and leveraging their know-how with global ambition.

The Product:
i-charging's Blueberry™ is a fast DC charger capable of charging more than one EV simultaneously by sharing power between its outputs. It offers a new level of overall output for charging, from 50 kW to 900 kW. The Blueberry family has four members: the Blueberry™, with 50 kW, the Blueberry PLUS™ up to 900 kW, the Blueberry CLUSTER™ for fleet charging, and the new Blueberry FUSION™ with power and user interface, all in one. When charging an EV, the user can configure a set of parameters; they can pick the power they want to charge, the amount they want to spend, or even the time they want to charge.

Cost
Detailed Cost Assessment:

Procurement and Construction	$120,000
EV Charging Stations – 1 Dual Port iCharging DC Fast units 300kW (150kW per port) includes CC reader, preventative maintenance, and 5-year warranty	$181,341
Network Management Fee - 24/7 remote monitoring of charging stations	$13,000
General Conditions	$165,000
Electrical	$75,000
Engineering	$20,000
Job Equipment, Canopies (4 car cover)	$67,000
Total Project Cost	**$641,341**

Equipment Information:
Manufacturer: Blueberry
Model: Blueberry plus
Charging Capacity: 150kW per port 300kW total
Warranty Period: 5-year guarantee and the option to extend

Cost to Consumers and Mitigation of Demand Charges:
The City of Truth or Consequences is committed to establishing an equitable, transparent, and financially sustainable pricing model for EV charging services. Once the applicable demand charges are confirmed, the City will set a per-kilowatt-hour (kWh) rate that ensures full cost recovery while supporting increased adoption of electric vehicles. This fee will be designed to cover the cost of electricity supply, potential demand charges during peak periods, and the full scope of operational and maintenance needs. Maintenance needs for this site include technical support, repairs, and real-time performance monitoring of the EV charging equipment.

To further address and mitigate the financial impact of demand charges on consumers, the City is working with its project partners to develop a flexible fee structure that can adapt to evolving usage patterns and utility rate changes. Strategies under consideration include time-of-use pricing and tiered rate models that encourage charging during off-peak hours, which helps manage load on the electrical grid and keeps costs lower for users. By regularly analyzing usage data and maintaining open communication with the local utility provider, Truth or Consequences will ensure that the consumer pricing model remains fair, responsive, and aligned with the community's needs throughout the initial five-year operational period and beyond.

Funding
No additional utility rebates, grants, or other financial incentives were applied for or received for the proposed project.

Project Readiness
Sustainable Business Model:
The City of Truth or Consequences is committed to ensuring the long-term sustainability of its first publicly accessible DC Fast Charging station. As demand for electric vehicles grows across New Mexico and nationwide, this station will serve as a lasting piece of essential infrastructure along the I-25 corridor, addressing a major gap between Socorro and Las Cruces.

To support ongoing operations, revenue generated from charging sessions will be reinvested into the upkeep and management of the station. This includes routine maintenance, technical support, software updates, and real-time performance monitoring. The pricing model will be evaluated regularly to reflect usage patterns, energy costs, and community needs, helping ensure that the station remains accessible and financially viable well into the future.

Through its partnership with Go-Station and Somos Solar, the City is leveraging long-term technical and operational expertise. These partners will provide continued support and ensure the infrastructure remains adaptable, safe, and compatible with evolving EV technologies. This investment not only supports today's clean transportation needs but positions Truth or Consequences to meet future demand with a stable, scalable, and sustainable solution.

EVSE Requirements:

The proposed EV charging station in Truth or Consequences will be designed with user safety as a top priority and will deliver a range of positive safety benefits. The project will include properly designated ADA-compliant parking stalls for electric vehicles, dusk-to-dawn safety lighting, clear traffic control measures and signage, and covered parking to provide shade from the summer sun and protection from weather conditions. The station's location offers convenient, walkable access to nearby public spaces and restrooms, further enhancing user experience and safety. The project will adhere to all relevant national design and safety standards, including the U.S. Department of Transportation's Safe System Approach, ensuring that the facility supports a secure and accessible charging environment for all users.

There are no anticipated environmental impacts for the project. As soon as the project is funded, the City will perform a level one NEPA Environmental Assessment (EA). It is not anticipated that the project will cause any significant environmental effects and can be "categorically excluded" from a detailed environmental analysis.

Future proofing:

The proposed EV charging site in Truth or Consequences has been carefully selected and designed with flexibility and scalability in mind. The site—owned by the City and zoned appropriately—offers sufficient space for future expansion as EV adoption grows. Whether through the addition of more chargers or the integration of emerging technologies, the site will be capable of evolving with increased demand and changing industry standards.

To ensure technological adaptability, the chargers will accommodate a wide range of electric vehicles with the ability to support multiple connector types or dual-standard adapters. Through the expertise of its project partners, the City of Truth or Consequences is committed to creating future-ready EV charging that is environmentally responsible, economically sustainable, and fully prepared to grow alongside the electric vehicle market.

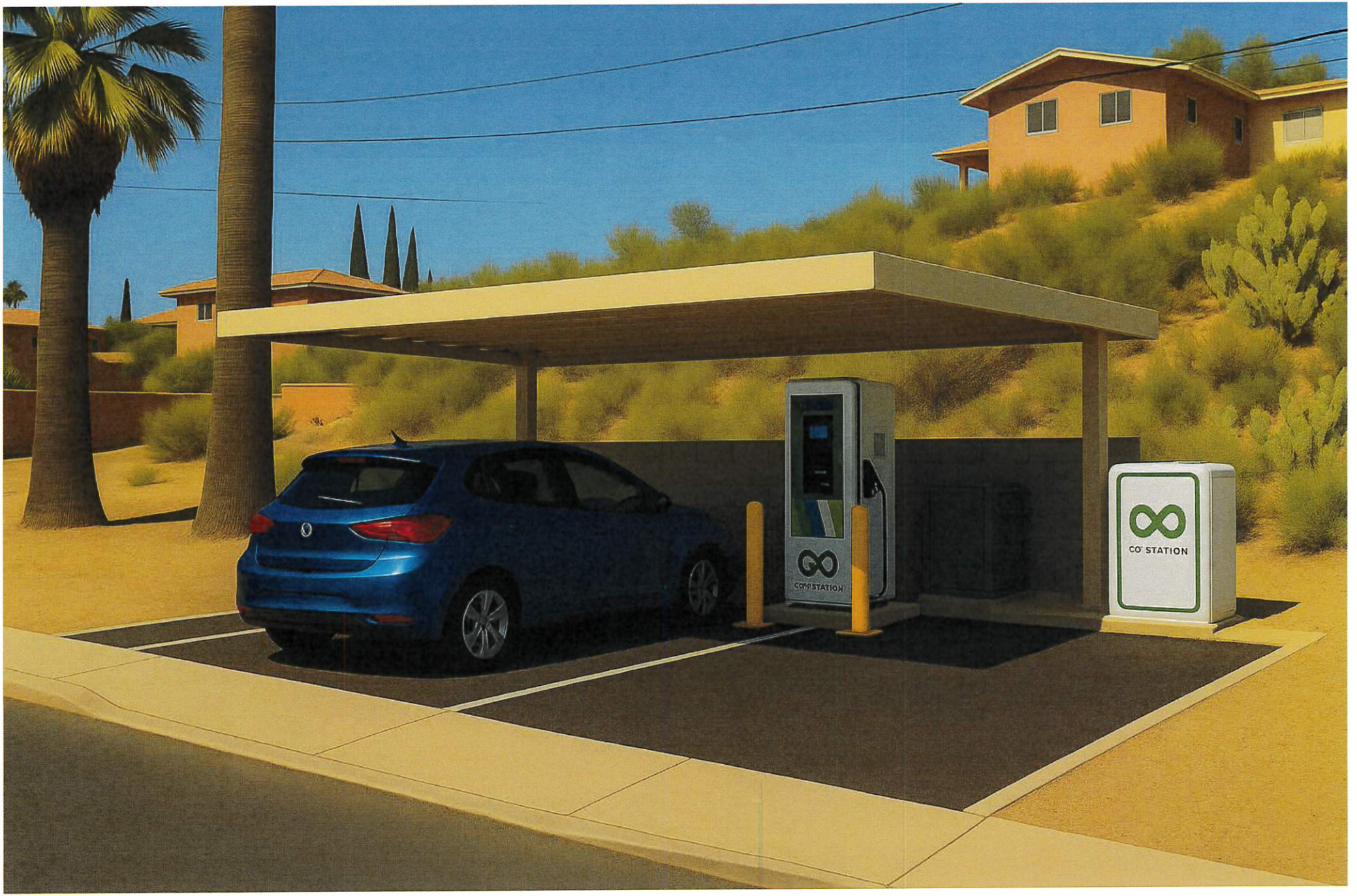
(Optional Future Proof): All-in-one On-site Energy Storage – Renon Power 233 kWh	$257,250
(Optional Future Proof) Canopies for additional (2) charging spots.	$50,000
(Optional Future Proof) Solar for total 6 spaces	$40,000
(Optional Future Proof) EV iCharging Stations – 1 Dual Port iCharging DC Fast units 300kW (150kW per port) includes CC reader, preventative maintenance, and 5-year warranty	$181,341
Total Optional Future-Proofing Cost	**$ 528,591**

Letter of Support and Sponsorship Attached

Map of Project Location



There are zero Level 3 chargers within 52 miles of Mile Marker I-25 76-77.


CO STATION
CO STATION



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: G.3

MEETING DATE: October 8, 2025

SUBJECT: Discussion/Action – Resolution 18 25/26 Authorizing Submission of an Application to the NMDOT for FY26 EV Infrastructure Grant Funds
DEPARTMENT: Community Development
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez/Bo Easley

Summary/Background:
The city submitted and was awarded grant funding for the FY25 Grant Cycle. Staff would like to submit an application for the FY26 cycle.

Recommendation:
Approve Resolution 18 25/26

Attachments:
- Resolution 18 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. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC agendas 10-8-25

RESOLUTION NO. 18 25/26

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO WHERBY ACCEPTING THE SUBMISSION OF A GRANT APPLICATION AND NECESSARY DOCUMENTS FOR THE CITY OF TRUTH OR CONSEQUENCES TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FY2026 EV INFRASTRUCTURE (DC FAST CHARGING GRANT FUNDS).

WHEREAS, The New Mexico Department of Transportation (NMDOT) is soliciting applications from municipalities, counties, and sovereign governments (Qualified Applicants) for grant funds that were appropriated to the NMDOT under the Laws of 2024, Chapter 66, Section 33, Part 94.

WHEREAS, the City of Truth or Consequences, New Mexico, is a qualified applicant to apply for, receive, and administer NMDOT grant funds; and,

WHEREAS, the City of Truth or Consequences is planning to submit an application for FY2026 EV Infrastructure (DC Fast Charging Grant Funds) to purchase and install EV Infrastructure at 411 McAdoo St in Truth or Consequences, New Mexico.

WHEREAS, the City of Truth or Consequences agrees to pay any costs that exceed the grant award amount of the application if selected for funding; and

WHEREAS, the City of Truth or Consequences agrees to maintain the project for the life of the project; and,

1. The City of Truth or Consequences authorizes the City Manager to submit an application for the FY2026 EV Infrastructure (DC Fast Charging Grant Funds) from NMDOT on behalf of the citizens of the City of Truth or Consequences.

2. The City of Truth or Consequences assures the NMDOT that if grant funds are awarded, commercial-grade Direct Current (DC) fast charging equipment (EVSE) with a minimum of 150-kilowatt (kW) per charge port will be installed.

3. The City of Truth or Consequences assures the NMDOT that if grant funds are awarded, the EV charging stations will be accessible to the public 24 hours a day, seven days a week in perpetuity.

4. The City of Truth or Consequences assures the NMDOT that if grant funds are awarded, a commitment of performance for a minimum of five years.

5. The City of Truth or Consequences assures the NMDOT that if awarded grant funds, sufficient funding for the ongoing operation, maintenance, and all associated utility and networking costs of the project will be committed by the City for the life of the project.

6. The City Manager of the City of Truth or Consequences is authorized to enter into an Agreement with NMDOT for the purchase and installment of EV Infrastructure at 411 McAdoo St, Truth or Consequences, NM and is authorized to submit additional information as

may be required and act as the official representative of the City of Truth or Consequences in this and subsequent related activities to the application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES THAT the submission of an application to the New Mexico Department of Transportation for FY2026 EV Infrastructure (DC Fast Charging Grant Funds) for 411 McAdoo St hereby authorizes Gary Whitehead, City Manager to act on behalf of the City of Truth or Consequences to submit this application and necessary documents for funding assistance for this project.

PASSED, APPROVED AND ADOPTED this 8th day of October 2025.

/s/_____
Rolf Hechler, Mayor

Attest:

/s/_____
Angela Torres, City Clerk

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: G.4

SUBJECT: Discussion/Action: Resolution 19 25/26 Authorizing Project SAP 25-J2460-GF Wastewater Plant Improvements
DEPARTMENT: Community Development
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:
Resolution 19 25/26 is required as part of the acceptance and approval of grant agreement SAP 25-J2460-GF awarding the City of T or C Appropriation funds for the Wastewater Treatment Plant Improvements

Recommendation:
Approve Resolution 19 25/26

Attachments:
- Resolution 19 25/26
-

Fiscal Impact (Finance): **N/A**
Click here to enter text.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC agendas 10-8-25

Resolution No. 19 25/26

A RESOLUTION AUTHORIZING PROJECT SAP 25-J2460-GF AS DESCRIBED IN ATTACHMENT A, AND THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Whereas, the **City Commission** of **the City of Truth or Consequences** of **Sierra County** of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 25-J2460-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Rolf Hechler, Mayor, or successor is authorized to sign the Grant Agreement for this project, and

Gary Whitehead, City Manager, or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements: Project Description, Disbursements and to act as the project contact, and

Traci Alvarez, Assistant City Manager, or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

Traci Alvarez, Assistant City Manager, or successor, is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: October 8th, 2025

Rolf Hechler, Mayor

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Angela Torres, City Clerk)

Wastewater Treatment Plant Upgrades

ICIP ID 38614 Funding Request: $4,000,000

SCOPE

Planning, Design and Construction

SUMMARY

The City of T or C is currently served by a wastewater treatment plant (WWTP) that was **originally constructed in 1976**. While the City continues to be proactive through proper maintenance, many components at the WWTP have reached the end of their life expectancy with some processes currently requiring excessive O&M to maintain consistent treatment performance.





Wastewater Treatment Plant Upgrades

ICIP ID 38614 Funding Request: $4,000,000

NMED Treatment Facility evaluation report from December 19, 2022, identified several issues:

1. Non-functional bar screen
2. Confined space entry safety concerns
3. Fine-screen upgrade to remove coarse debris
4. Install a robust grit removal system
5. Clarifier scum box automation
6. Clarifier launder support failure
7. Waste activated sludge automation
8. Laboratory equipment replacements
9. Non-functional aerator mixers





ATTACHMENT A

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT BUDGET

GRANTEE: City of Truth or Consequences

PROJECT NO: SAP 25-J2460-GF

Please provide a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone, referred to collectively as the "Project Budget." While it can be difficult to estimate costs and timelines, setting a plan for these can help keep realistic expectations and goals to keep a project moving forward to achieve the project scope and objectives. Contact your NMED-CPB Project Manager with questions.

1) **Expenditure Plan.** Indicate what expenses funding will be used.

Detailed Expenditure Plan		
USES OF FUNDS	**NMED PROGRAM**	**OTHER FUNDS**
Engineer Fees	$20,000.00	
Other Professional		
Service Fees		
Inspection Fees		
Property Acquisition		
Construction Cost	$920,000.00	
Planning Cost		
Equipment		
Other Costs (specify)		
Contingencies	$50,000.00	
TOTAL	$ $990,000.00 -	$ -

2) **Procurement Plan.** Describe how engineering or professional services, construction contractors, equipment, or other goods or services will be procured.

Chief Procurement Officer

All Public Bodies are required by 13-1-95.2 NMSA 1978 to have a Chief Procurement Officer to conduct all procurement activities.

Who is your Chief Procurement Officer (CPO)? Jocelyn Holguin

Describe how you will secure CPO services, if you currently do not have a CPO. N/A

Professional Services

Have engineering or professional services already been procured and contracted? No

If not, describe how you will procure engineering or professional services The City will solicit services via an RFP process for services over $60,000 or follow 13-1-125 NMSA for costs below $60,000

Reminders:

- COSTS ABOVE $60,000, require solicitation of services via a Request for Proposal (RFP).
- COSTS BELOW $60,000 must adhere to 13-1-125 NMSA 1978 and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.
- MULTI-TERM CONTRACTS can be renewed for up to four years 13-1-150 NMSA 1978. Monitor the remaining time on your contracts and plan for renewal in advance.

Construction

Contractors must be hired using a public bidding process for any project over $60,000 (13-1-125 NMSA 1978) and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.

Equipment Purchase

Equipment purchase must follow proper procurement code. Please see Chapter 13 Public Purchase and Property NMSA 1978.

3) Project Timeline. Setting a timeline can help keep a project on track to meet required expenditure deadlines. *(An example schedule is provided below.)*

Project Timeline:

OVERALL – MILESTONES		*EXPECTED EXPENDITURE PER MILESTONE*
ESTIMATED START DATE		
5% FUNDS OBLIGATED*		
ESTIMATED END DATE		
DETAILED – PHASES		
TOTAL		$

***Disclaimer:** You have accepted grant funds on the condition that 5% of these funds are to be obligated in a Notice of Obligation within 6 months of bond issuance in accordance with XIX.B.(STB's only) and at least 10% within one (1) year in accordance with IX.B (all projects).

You can obligate funds by entering into a contract with an engineer or contractor. State Procurement Code must be followed for the purchase of all goods and services.

Your NMED-CPB project manager will be happy to help you navigate these requirements, so that your grant money can be spent, and your project successfully completed.

Example Timeline:

OVERALL – MILESTONES		*EXPECTED EXPENDITURE PER MILESTONE*
ESTIMATED START DATE	Month 0	
5% FUNDS OBLIGATED*	+ 6 months from start date = Month 6	$100,000
ESTIMATED END DATE	Use detailed schedule below. 2.5- 3 years	
DETAILED – PHASES		
HIRE AN ENGINEER	4 months	
PLANNING DOCUMENT	6 months	$25,000
DESIGN, PERMIT	9 months	$60,000
ADVERTISE FOR BID, AWARD PROJECT	6 months (allow for rebid)	
CONSTRUCTION AND ENGINEERING CONSTRUCTION PHASE SERVICES (START TO FINISH)	Varies widely. 6 months to a year, or more.	$750,000 and $15,000
CLOSEOUT CONSTRUCTION/ FUNDS	1 month at end of construction schedule.	
TOTAL		$850,000

4) **Additional Information.** Please use this space below to provide any additional details about your project you would like to share to show your project plan and readiness.

Grantee Signatory Authority

Print Name

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: H.1

SUBJECT: Discussion/Action: NM Capital Outlay Grant Agreement for Wastewater Treatment Plant Upgrades
DEPARTMENT: Community Development
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:
During the 24/25 Legislative Session, a request for funding in the amount of $4,000,000.00 was submitted and presented. The city has received a funding award in the amount of $1,000,000.00. An allocation of $10,000.00 was designated for Art in Public Places leaving a balance of $990,000.00 for the project of WWTP Improvements

Recommendation:
Accept the Grant Agreement

Attachments:
- Presentation Handout
- Grant Agreement

-

Fiscal Impact (Finance): **Yes**
Reimbursable Grant $990,000.00

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC agendas 10-8-25

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Environment Department, ("**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 2025, Chapter 159, Section 28, Subsection 109, 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. SAP 25-J2460-GF ("**Project**") **June 30, 2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 28, Subsection 109, One Million Dollars, ($1,000,000.00), to plan, design and construct upgrades to the wastewater treatment facility in Truth or Consequences in Sierra county;.

B. Grantee's total reimbursements shall not exceed One Million Dollars $1,000,000.00 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Ten Thousand Dollars, $10,000.00, which equals Nine Hundred Ninety Thousand Dollars, $990,000.00 ("**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 approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved 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 B**.

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 C**, 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 C** 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:

Grantee: City of Truth or Consequences Type text here
Name: Gary Whitehead
Title: City Manager
Address: 505 Sims Street T or C, NM 87901
Email: gwhitehead@torcnm.org
Telephone: 575-894-6681

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences
Name: Traci Alvarez
Title: Assistant City Manager
Address: 505 Sims Street T or C, NM 87901
Email: talvarez@torcnm.org
Telephone: 575-952-0565

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Environment Department
Name: Lilia Urrutia
Program Administrator
NMENV-cpbsap@state.nm.us or lilia.urrutia@env.nm.gov
Telephone: 505-670-3583

Environment Department
Name: Steven Deal
Project Manager
Email: steven.deal@env.nm.gov
Telephone: 505-670-2926

Environment Department
Sara Rhoton
Technical Section Manager
Sara.rhoton@env.nm.gov
Telephone: 505-469-2687

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 A** 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.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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 A**. 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.
    iii. 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.
    iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    v. 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. Twenty (20) days from 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.
    i. 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.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. 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.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, 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, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'s 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 [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] 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 [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] 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 Principals 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 C**, 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, policy-making, 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 GRANTEE:

City of Truth or Consequences
Entity Name

Official with Authority to Bind Grantee:

Signature

Rolf Hechler
(Print Name)

Mayor
(Title)

10-8-2025
Date

Fiscal Officer or Chief Financial Officer: (OPTIONAL)

Signature

Traci Alvarez
(Print Name)

Assistant City Manager
(Title)

10-8-2025
Date

Legal Counsel: (OPTIONAL)

Signature

Jaime Rubin
(Print Name)

Attorney
(Title)

10-8-2025
Date

APPROVED BY DEPARTMENT:

New Mexico Environment Department

Dennis Romero, P.E., Bureau Chief, NMED Construction Programs Bureau

Signed pursuant to the June 23, 2025, Secretary of Environment Delegation Order

Rev. July 2025

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

EXHIBIT A
Request for Payment Form and Certification

A. NAME OF ENTITY _____ C. DISBURSEMENT REQUEST NUMBER _____

B. PROJECT NUMBER _____ D. GRANT AMOUNT _____

	PROJECT BUDGET		PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees										
Other Professional										
Service Fees										
Inspection Fees										
Property Acquisition										
Construction Cost										
Planning Cost										
Equipment										
Other Costs (specify)										
Contingencies										
TOTAL										

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement. ☐

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid. ☐

Certification: I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement. ☐

Certification: I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause. ☐

Certification: I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request. ☐

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Artile VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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: $ 0.00

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: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

EXHIBIT E

Data Sharing Provisions

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Capital Appropriations Certification Document

Article IX. A. (ii) and (iii)

(City of Truth or Consequences SAP 25-J2460-GF)

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than ten (10) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

ATTACHMENT A

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT BUDGET

GRANTEE: City of Truth or Consequences

PROJECT NO: SAP 25-J2460-GF

Please provide a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone, referred to collectively as the "Project Budget." While it can be difficult to estimate costs and timelines, setting a plan for these can help keep realistic expectations and goals to keep a project moving forward to achieve the project scope and objectives. Contact your NMED-CPB Project Manager with questions.

1) **Expenditure Plan.** Indicate what expenses funding will be used.

Detailed Expenditure Plan		
USES OF FUNDS	**NMED PROGRAM**	**OTHER FUNDS**
Engineer Fees		
Other Professional		
Service Fees		
Inspection Fees		
Property Acquisition		
Construction Cost		
Planning Cost		
Equipment		
Other Costs (specify)		
Contingencies		
TOTAL	$ -	$ -

2) **Procurement Plan.** Describe how engineering or professional services, construction contractors, equipment, or other goods or services will be procured.

Chief Procurement Officer

All Public Bodies are required by 13-1-95.2 NMSA 1978 to have a Chief Procurement Officer to conduct all procurement activities.

Who is your Chief Procurement Officer (CPO)? Jocelyn Holguin

Describe how you will secure CPO services, if you currently do not have a CPO. N/A

Professional Services

Have engineering or professional services already been procured and contracted? No

If not, describe how you will procure engineering or professional services The City will solicit services via an RFP process for services over $60,000 or follow 13-1-125 NMSA for costs below $60,000

Reminders:

- COSTS ABOVE $60,000, require solicitation of services via a Request for Proposal (RFP).
- COSTS BELOW $60,000 must adhere to 13-1-125 NMSA 1978 and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.
- MULTI-TERM CONTRACTS can be renewed for up to four years 13-1-150 NMSA 1978. Monitor the remaining time on your contracts and plan for renewal in advance.

Construction

Contractors must be hired using a public bidding process for any project over $60,000 (13-1-125 NMSA 1978) and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.

Equipment Purchase

Equipment purchase must follow proper procurement code. Please see Chapter 13 Public Purchase and Property NMSA 1978.

3) **Project Timeline.** Setting a timeline can help keep a project on track to meet required expenditure deadlines. *(An example schedule is provided below.)*

Project Timeline:

OVERALL – MILESTONES		*EXPECTED EXPENDITURE PER MILESTONE*
ESTIMATED START DATE		
5% FUNDS OBLIGATED*		
ESTIMATED END DATE		
DETAILED – PHASES		
TOTAL		$

***Disclaimer:** You have accepted grant funds on the condition that 5% of these funds are to be obligated in a Notice of Obligation within 6 months of bond issuance in accordance with XIX.B.(STB's only) and at least 10% within one (1) year in accordance with IX.B (all projects).

You can obligate funds by entering into a contract with an engineer or contractor. State Procurement Code must be followed for the purchase of all goods and services.

Your NMED-CPB project manager will be happy to help you navigate these requirements, so that your grant money can be spent, and your project successfully completed.

Example Timeline:

OVERALL – MILESTONES		*EXPECTED EXPENDITURE PER MILESTONE*
ESTIMATED START DATE	Month 0	
5% FUNDS OBLIGATED*	+ 6 months from start date = Month 6	$100,000
ESTIMATED END DATE	Use detailed schedule below. 2.5- 3 years	
DETAILED – PHASES		
HIRE AN ENGINEER	4 months	
PLANNING DOCUMENT	6 months	$25,000
DESIGN, PERMIT	9 months	$60,000
ADVERTISE FOR BID, AWARD PROJECT	6 months (allow for rebid)	
CONSTRUCTION AND ENGINEERING CONSTRUCTION PHASE SERVICES (START TO FINISH)	Varies widely. 6 months to a year, or more.	$750,000 and $15,000
CLOSEOUT CONSTRUCTION/ FUNDS	1 month at end of construction schedule.	
TOTAL		$850,000

4) **Additional Information.** Please use this space below to provide any additional details about your project you would like to share to show your project plan and readiness.

Grantee Signatory Authority

Print Name

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all unexecuted contracts or quotes the Grantee intends to enter in that are related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred after the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for meter installation, the Grantee must follow the NMED Guidelines for Meter Upgrade Projects. Meters must be installed before payment can be made. Request a copy of the Guidelines from your NMED Project Manager.

D. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

E. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

F. All daily construction inspection reports shall be made available to the NMED upon request.

G. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

A RESOLUTION AUTHORIZING PROJECT SAP 25-J2460-GF **AS DESCRIBED IN ATTACHMENT A, AND** THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution Number

Whereas, the **Board of Directors / Council / Commission** of **Community / Utility** of **County Name** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP** SAP 25-J2460-GF

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Office Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

(Designated Agen or Employee Name, (Title), (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: _City of Truth or Consequences_____ Project Number: SAP 25-J2460-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Rolf Hechler	Name	Amanda Forrister
Title	Mayor	Title	Mayor Pro-tem
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	rhechler@torcnm.org	Email	amanda.forrister@torcnm.org
Phone	575-894-6673	Phone	575-894-6673
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Gary Whitehead	Name	Rolf Hechler
Title	City Manager	Title	Mayor
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	gwhitehead@torcnm.org	Email	rhechler@torcnm.org
Phone	575-894-6681	Phone	575-894-6673
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jholguin@torcnm.org
Phone	575-952-0565	Phone	575-740-7223
Designated Agent or Employee that will make DFA database updates			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jholguin@torcnm.org
Phone	575-952-0565	Phone	575-740-7223
Notice of Obligations			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature	No Signature Required	Signature	No Signature Required
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jholguin@torcnm.org
Phone	575-952-0565	Phone	575-740-7223

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: H.2

SUBJECT: Discussion/Action – Acceptance of the Water & Wastewater Cost of Service & Rate Design Study Presentation and recommendation of Implementation Process
DEPARTMENT: Community Development
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Gary Whitehead

Summary/Background:
Discuss the presentation by NewGen Strategies & Solutions

Recommendation:
Discuss the presentation and recommended scenarios as presented and determine potential rate increase and implementation process

Attachments:

- Water and Wastewater Rate Comparisons for 2023 and 2024
-

-

Fiscal Impact (Finance): **TBD**
Click here to enter text.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC agendas 10-8-25

2024 PUBLIC WATER and SEWER RATE SURVEY - DECEMBER 2023 RATES N/A = Not Applicable or Not Reported													AWWA WATER AUDIT INFORMATION				
Publicly Owned Public Water Systems		RESIDENTIAL 6,000 Gal. WATER Rate/ Month Dec. 2023	COMMERCIAL 6,000 Gal. WATER Rate/ Month Dec. 2023	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER Water Rate/ Month Dec. 2023	COMMERCIAL 6,000 Gal. SEWER Water Rate/ Month Dec. 2023	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	Monthly WATER PRODUCTION JULY 2023 (gallons)	2023 Total Annual WATER PRODUCTION (MG)	2023 Average Annual WATER PRODUCTION per Connection (gallons)	Did Not Complete AWWA water audit	Apparent Losses MG/YR	Real Losses MG/YR	Non - revenue water MG/YR	Data Validity Score (out of 100)
Agua Fria Water Association	Santa Fe	$56.52	N/A	334	0	N/A	N/A	0	0	1,680,419	15.32	45,868	x				
Alamogordo Domestic Water System	Otero	$25.53	$28.98	12,811	1,422	$22.82	$22.82	12,405	1,188	173,239,217	1,756.48	123,409	x				
Albuquerque Water System	Bernalillo	$36.97	$37.83	182,326	22,491	$27.51	$30.38	183,490	19,780	3,876,000,000	29,820	145,593		543.08	2276.4	809.4	66
Algodones WUA	Sandoval	$37.49	N/A	47	0	N/A	N/A	0	0	1,945,150	11.76	250,213	x				
Anthony W&SD	Dona Ana	$39.24	$70.68	2,870	163	$40.95	$51.50	2,587	104	42,004,000	406.25	133,943	x				
Apple Orchard MDWCA	San Juan	$67.42	N/A	148	0	N/A	N/A	0	0	802,000	7.92	53,514	x				
Artesia Municipal Water System	Eddy	$10.02	$21.52	4,532	712	$13.48	$13.48	4,267	468	220,659,093	1,909.29	364,090	x				
Aztec Domestic Water System	San Juan	$38.59	$43.14	2,754	376	$43.91	$46.87	2,287	280	39,600,000	336.68	107,565	x				
Big Mesa Water MDWCA	San Miguel	$55.00	$80.00	571	10	N/A	N/A	0	0	1,503,400	11.34	19,518	x				
Bosque Farms Water Supply System	Valencia	$36.14	$36.14	1,450	112	$35.04	$35.04	1,414	108	12,206,000	110.19	70,544	x				
Buckman Regional Water Treatment Plant	Santa Fe	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	249,800,000	1,754.90	N/A	x				
Canjilon Water System	Rio Arriba	$44.10	$125.00	187	3	N/A	N/A	0	0	537,614	9.00	47,368	x				
Canon MDWCA	Sandoval	$76.65	$76.65	132	6	N/A	N/A	0	0	535,719	5.66	41,014	x				
Canoncito At Apache Canyon@	Santa Fe	$92.00	$354.00	150	1	N/A	N/A	0	0	N/A	N/A	N/A	x				
Capitan Water System	Lincoln	$36.61	$36.61	758	72	$17.00	$56.67	218	55	9,237,840	72.39	87,217	x				
Chamberino MDWC & SA	Dona Ana	$40.81	$56.23	247	3	N/A	N/A	0	0	3,346,953	23.79	95,160	x				
Chamisal MDWCA	Taos	$30.00	N/A	157	0	N/A	N/A	0	0	604,270	5.46	34,777	x				
Chapelle MDWCA	San Miguel	$30.00	N/A	54	0	N/A	N/A	0	0	245,520	2.95	54,630	x				
Cimarron Water System	Colfax	$40.93	$103.60	481	119	$23.03	$34.07	336	119	1,449,756	13.28	22,133	x				
City Of Raton/Raton Water Works	Colfax	$30.36	$38.25	3,037	586	$27.84	$29.84	2,424	398	38,828,000	354.69	97,900		8.144	43.904	61.887	66
Clayton Municipal Supply	Union	$39.68	$39.68	1,105	182	$28.78	$69.93	904	122	22,534,906	165.21	128,368	x				
Cloud Country Estates WUA	Otero	$45.00	N/A	131	0	N/A	N/A	0	0	1,672,000	18.29	139,618	x				
Columbus Water System	Luna	$33.37	$38.82	761	66	$17.00	$37.33	761	66	16,578,267	151.87	183,640	x				
Cottonwood Water MDWCA	Eddy	$54.89	$62.81	620	35	N/A	N/A	0	0	8,717,018	70.96	108,336	x				
Coyote Creek Mutual Domestic WUA	Catron	$140.00	N/A	40	0	N/A	N/A	0	0	53,065	0.50	12,500	x				
Coyote MDWCA	Rio Arriba	$36.00	$41.00	26	3	N/A	N/A	0	0	94,560	0.95	32,759	x				
Dona Ana MDWCA	Dona Ana	$38.02	$38.02	6,405	115	$43.56	$43.56	1,602	28	95,268,215	760.14	116,586	x				
Dora Water System	Roosevelt	$30.00	$30.00	47	13	N/A	N/A	0	0	1,038,200	9.10	151,667	X				
Dungan MDWCA	Otero	$40.00	N/A	24	0	N/A	N/A	0	0	140,000	1.35	56,250	x				
Duranes Y Gavilan MDWCA	Taos	$46.50	N/A	90	0	N/A	N/A	0	0	399,600	3.87	43,000	x				
East Pecos MDWCA	San Miguel	$25.00	N/A	190	0	N/A	N/A	0	0	735,977	8.83	46,474	x				
El Coruco MDWCA	San Miguel	$48.00	N/A	51	0	N/A	N/A	0	0	179,800	1.81	35,490	x				
El Creston MDWCA	San Miguel	$82.26	$99.64	24	20	N/A	N/A	0	0	x	0.80	18,182	x				
El Rito Canyon MDWCA	Rio Arriba	$28.25	N/A	112	0	N/A	N/A	0	0	820,189	3.32	29,643	x				
El Vadito De Los Cerrillos Water Assoc	Santa Fe	$56.00	N/A	188	0	N/A	N/A	0	0	671,910	5.37	28,564	x				
Eldorado Area Water And Sanitation Dist.	Santa Fe	$116.46	$116.46	3,027	54	N/A	N/A	0	0	20,648,000	160.74	52,171		3.500	18.6	22.5	76
Elephant Butte, City Of	Sierra	$42.09	$46.50	503	11	$33.33	$40.00	961	50	5,810,000	26.57	51,693	x				
Enchanted Forest Water MDWCA	Lincoln	$627.73	N/A	103	0	N/A	N/A	0	0	105,672	1.24	12,039	x				
Encino Water System	Torrance	$32.80	$32.80	44	5	N/A	N/A	0	0	444,467	2.68	54,694	x				
Eunice Water Supply System	Lea	$19.36	$31.36	1,287	204	$17.92	$28.00	1,145	180	45,668,000	393.95	264,216	x				
Fambrough MDWCA	Chaves	$58.43	N/A	170	0	N/A	N/A	0	0	94,850	9.32	54,824	x				
Flora Vista Mutual Domestic	San Juan	$73.00	$101.63	1,223	49	N/A	N/A	0	0	8,895,000	87.26	68,601	x				
Fort Sumner Municipal Water System	De Baca	$30.50	$30.50	485	104	$36.38	$41.00	434	92	9,099,000	110.99	188,438	x				
Galisteo MDWCA	Santa Fe	$36.00	N/A	95	0	N/A	N/A	0	0	650,044	3.84	40,421	x				
Gonzales Ranch MDWCA	San Miguel	$48.00	N/A	54	0	N/A	N/A	0	0	378,830	2.86	52,963	x				
Grady Water System	Curry	$22.50	$22.50	57	4	N/A	N/A	0	0	1,512,000	10.06	164,918	x				
Grants Domestic Water System	Cibola	$28.80	$23.16	2,846	408	$36.75	$36.75	3,066	0	75,599,596	523.04	160,738	x				
Hachita MDWCA	Grant	$93.33	$93.33	27	0	N/A	N/A	0	0	182,700	1.88	69,630	x				
Hacienda Acres Water System (LCU)*	Dona Ana	$22.15	$27.69	N/A	N/A	$25.63	$33.25	N/A	N/A	16,439,000	160..07	N/A	x				
Hagerman Water System	Chaves	$23.74	$23.74	469	13	$18.64	N/A	469	13	19,587,118	141.94	294,481	x				
Hanover MDWCA	Grant	$59.90	$79.90	84	3	N/A	N/A	0	0	792,300	5.45	62,644	x				
Hatch Water Supply System	Dona Ana	$40.57	$44.21	735	133	$34.22	$67.55	596	113	17,341,000	141.45	162,961	x				
Hillsboro MDWCA	Sierra	$31.80	$31.80	78	2	N/A	N/A	0	0	600,000	4.10	51,250	x				
Hobbs Municipal Water Supply	Lea	$15.12	$15.12	11,819	2,157	$29.31	$30.39	11,306	1,544	32,456,000	2,512.37	179,763		31.721	304.822	331.227	94
House Water System	Quay	$35.18	$35.18	34	4	N/A	N/A	0	0	325,930	2.22	58,342	x				
Ilfeld MDWCA	San Miguel	$48.00	N/A	116	0	N/A	N/A	0	0	368,467	3.60	31,034	x				
Jemez Springs DWUA	Sandoval	$69.19	$86.99	385	45	N/A	N/A	0	0	2,428,000	27.96	65,023	x				
La Asociacion De Agua De Los Brazos @	Rio Arriba	$72.00	$120.00	25	2	N/A	N/A	0	0	99,000	1.19	44,074	x				
La Cienega MDWCA	Santa Fe	$40.00	N/A	137	0	N/A	N/A	0	0	813,400	8.65	63,139	x				
La Cueva MDWCA	San Miguel	$60.50	N/A	21	0	N/A	N/A	0	0	62,270	0.61	29,048	x				
La Jara Water Users Association	Sandoval	$102.47	N/A	157	0	N/A	N/A	0	0	572,120	4.09	26,051	x				
La Lama MDWCA	Taos	$134.00	$140.00	9	2	N/A	N/A	0	0	52,800	0.90	81,818	x				
La Luz MDWCA	Otero	$51.00	N/A	700	0	N/A	N/A	0	0	4,942,000	37.64	53,771	x				
La Union MW&SA	Dona Ana	$57.71	$103.32	515	13	N/A	N/A	0	0	4,390,968	36.91	69,905	x				
Laborcita Water Users Association	Otero	$4.62	N/A	26	0	N/A	N/A	0	0	855,500	6.81	261,923	x				
Lake Arthur Water Department	Chaves	$29.50	$42.00	197	4	$12.00	$12.00	77	4	227,411	18.04	89,751	x				
Lamy Mutual Domestic Water Association	Santa Fe	$69.97	$139.94	51	6	N/A	N/A	0	0	321,629	2.36	41,404	x				
Las Acequias De Placitas	Sandoval	$30.00	N/A	179	0	N/A	N/A	0	0	786,900	6.77	37,821	x				
Las Alturas Estates (LCU)*	Dona Ana	$22.15	`27.69	N/A	N/A	$25.63	$33.25	N/A	N/A	4,094,000	23.38	N/A	x				
Las Cruces Municipal Water System	Dona Ana	$22.15	$27.69	34,338	4,795	$25.90	$33.25	35,128	3,686	768,455,200	6,436	164,465		90730	630223	778201	76
Las Vegas (City Of)	San Miguel	$51.98	$214.63	5,853	698	$56.34	$74.48	4,666	633	34,153,000	403.30	61,563	x				
Liberty MDWCA	Quay	$64.00	$64.00	96	2	N/A	N/A	0	0	540,233	7.20	73,469	x				
Lincoln MDWCA	Lincoln	$24.00	N/A	54	0	N/A	N/A	0	0	1,209,881	1.59	29,444	x				
Lindrith Community Water Coop Inc	Rio Arriba	$59.00	$59.00	29	2	N/A	N/A	0	0	83,920	0.51	16,548	x				
Llano Quemado MDWCA	Taos	$58.80	$58.80	270	5	N/A	N/A	0	0	1,710,302	14.37	52,255	x				
Logan Water System	Quay	$25.50	$25.50	967	78	$27.00	N/A	910	51	13,835,000	128.42	122,890	x				
Lordsburg Water Supply System	Hidalgo	$33.85	$63.52	915	178	$36.92	$49.23	828	118	17,561,238	166.62	152,443	x				
Los Alamos Municipal Water System	Los Alamos	$40.98	$283.42	7,041	294	$59.37	$144.19	7,041	294	175,904,000	1,271.48	173,344	x				
Los Lunas Water System	Valencia	$41.99	$41.99	6,951	685	$46.59	$46.59	6,951	685	139,602,000	1,095.31	143,440		2.482	137.421	166.697	87
Lovington Municipal Water Supply	Lea	$22.89	$34.47	3,820	557	$31.71	$49.18	3,456	428	12,000,000	120	27,416	x				
Lower Colonias MDWCA	San Miguel	$48.00	N/A	11	0	N/A	N/A	0	0	31,900	0.34	30,909	x				
Lower Rio Grande PWWA East Mesa	Dona Ana	$37.68	$79.83	816	26	$28.60	$35.29	130	7	11,826,000	104.69	124,335		2.706	27.534	30.204	70
Lower Rio Grande PWWA High Valley	Dona Ana	$37.68	$79.80	25	0	$28.60	$35.00	0	0	366,000	6.22	248,800		0.015	0.003	0.026	67
Lower Rio Grande PWWA Rincon	Dona Ana	$37.68	$79.68	206	21	$28.60	$35.29	0	0	3,666,600	31.51	138,811	x				
Lower Rio Grande PWWA South Valley	Dona Ana	$37.68	$79.83	4,255	150	$28.60	$35.29	706	19	56,372,000	497.77	113,001		16.320	27.95	46	70
Lower Rio Grande PWWA Valle Del Rio	Dona Ana	$37.68	$79.83	97	0	$28.60	$35.29	0	0	1,432,000	10.98	113,196		-0.481	0.158	-0.293	64
Lower Valley Water Users Association	San Juan	$32.50	$32.50	2,718	234	N/A	N/A	0	0	49,879,893	401.80	136,111		23.810	23.81	23.81	
Lumberton MDWCA	Rio Arriba	$25.00	$87.00	81	3	N/A	N/A	0	0	372,848	4.49	53,452	x				
Lybrook MDWCA	Rio Arriba	$40.00	$98.00	53	9	N/A	N/A	0	0	384,810	13.86	223,548	x				
Mesilla Water System	Dona Ana	$21.11	$28.02	1,151	95	$22.27	$27.49	480	83	16,538,000	124.64	100,032	x				
Milan Community Water System	Cibola	$33.97	$51.11	817	113	$40.70	$45.99	644	93	33,126,813	262.73	282,505	x				
Mosquero Water System	Harding	$54.00	$59.00	100	50	$21.00	$31.00	100	50	309,200	2.68	17,867	x				
Mountain Orchard MDWCA	Otero	$49.41	N/A	39	0	N/A	N/A	0	0	142,960	1.98	50,769	x				
Mountainair Water System	Torrance	$34.95	$34.95	447	66	$17.00	$49.00	447	66	7,395,200	74.94	146,082	x				
Navajo Dam Domestic Water Consumers Inc	San Juan	$119.70	$168.00	209	10	N/A	N/A	0	0	1,741,000	12.42	56,712	x				
Ojo Caliente MDWCA	Taos	$49.35	N/A	103	0	N/A	N/A	0	0	478,360	4.00	38,835	x				
Orogrande MDWCA	Otero	$55.00	$55.00	36	4	N/A	N/A	0	0	411,940	3.16	79,000	x				
Pena Blanca Water & Sanitation District	Sandoval	$42.10	$71.25	160	5	N/A	N/A	0	0	1,182,900	9.10	55,152	x				
Penasco MDWCA	Taos	$26.00	$60.00	213	10	N/A	N/A	0	0	1,600,000	19.20	86,099	x				
Ponderosa MDWCA	Sandoval	$39.78	$39.78	207	0	N/A	N/A	0	0	1,687,000	13.52	65,314	x				
Questa Water System	Taos	$26.80	$44.60	752	83	$28.28	$69.92	336	60	5,444,300	55.12	66,012	x				
Ranchitos De Galisteo WUA	Santa Fe	$45.83	N/A	42	0	N/A	N/A	0	0	233,500	2.02	48,095	x				
Reserve Water Works	Catron	$40.00	$50.00	265	N/A	$25.00	$35.00	265	N/A	3,194,900	18.84	71,094	x				

Riveras MDWUA	Guadalupe	$81.42	$81.42	27	1	N/A	N/A	0	0	132,000	0.97	34,643	X				
Riverside MDWA	Eddy	$35.00	$68.98	40	35	N/A	N/A	0	0	1,240,200	11.05	147,333	x				
Rosedale MDWCA@	Grant	$122.50	N/A	110	0	N/A	N/A	0	0	N/A	N/A	N/A	x				
Roswell Municipal Water System	Chaves	$25.94	$39.23	16,522	1,742	$21.76	$37.24	16,675	1,589	550,144,000	4,136	226,456	x				
Ruidoso Downs Water System	Lincoln	$37.44	$36.49	886	171	$37.65	$64.07	820	133	9,937,045	88.32	83,557	x				
Ruidoso Water System	Lincoln	$52.84	$51.84	7,038	562	$53.59	$80.48	5,706	542	66,570,000	684.73	90,096		6.334	357.521	379.483	68
San Andres Estates Water System (LCU)*	Dona Ana	$22.15	$27.69	N/A	N/A	$25.63	$33.25	N/A	N/A	4,919,800	31.48	N/A	x				
San Acacia MDWCA	Socorro	$14.50	N/A	89	0	N/A	N/A	0	0	524,600	6.30	70,787	x				
San Antonio De Cleveland MDWCA	Mora	$27.00	$56.00	80	5	N/A	N/A	0	0	282,040	2.40	28,235	x				
San Jon Water Supply	Quay	$29.11	$29.11	119	11	$20.60	$43.05	95	8	1,470,000	17.64	135,692	x				
San Juan MDWCA	San Miguel	$48.00	N/A	64	0	N/A	N/A	0	0	286,700	2.68	41,875	x				
San Mateo MDWCA	Cibola	$30.00	$100.00	54	1	N/A	N/A	0	0	189,000	2.27	41,273	x				
San Miguel Del Vado MDWCA	San Miguel	$48.00	N/A	27	0	N/A	N/A	0	0	75,760	0.96	35,556	X				
San Rafael Water & Sanitation District	Cibola	$42.60	$237.25	323	1	$17.29	$202.61	155	1	3,698,300	17.47	53,920	x				
Santa Fe County South Sector	Santa Fe	$77.95	$101.58	2,865	134	$42.31	$42.31	731	10	21,178,980	206.35	68,806	x				
Santa Fe Water System (City Of)	Santa Fe	$54.78	$54.78	33,855	5,100	$27.33	$27.33	N/A	N/A	313,434,936	2,079.27	53,376		32.110	318.888	319.051	54
Sena MDWCA	San Miguel	$20.00	N/A	42	0	N/A	N/A	0	0	163,680	1.96	46,667	x				
Sierra Vista Mutual Domestic Association	Bernalillo	$87.07	N/A	131	0	N/A	N/A	0	0	2,047,655	13.85	105,725	x				
Silver City Water System	Grant	$36.19	$36.19	5,997	721	$16.23	$16.23	3,976	500	92,587,000	781.14	116,276	x				
Socorro Water System	Socorro	$24.83	$62.08	3,368	377	$39.59	$73.12	2,979	276	15,433,765	379.68	101,383	x				
South San Ysidro MDWCA	San Miguel	$48.00	N/A	27	0	N/A	N/A	0	0	59,600	0.87	32,222	x				
Southside Mutual Domestic Water	San Juan	$59.84	$59.84	574	0	N/A	N/A	0	0	3,214,000	27.66	48,188	x				
Talpa MDWCA	Taos	$26.25	N/A	258	0	N/A	N/A	0	0	1,002,630	9.68	37,519	x				
Taos Municipal Water System	Taos	$31.53	$57.09	1,853	806	$47.14	$62.52	1,860	845	38,487,480	326.84	122,918	x				
Tatum Municipal Water System	Lea	$24.25	$24.25	332	43	$17.50	$17.50	307	38	3,190,259	13.47	35,920	x				
Tecolotito MDWCA	San Miguel	$39.05	N/A	104	0	N/A	N/A	0	0	535,420	6.11	58,750	x				
Tesuque MDWCA	Santa Fe	$41.00	$154.00	109	4	N/A	N/A	0	0	866,210	6.15	54,425	x				
Timberon W and SD	Otero	$90.84	$90.84	594	3	N/A	N/A	0	0	5,802,277	65.89	110,369	x				
Truth or Consequences	Sierra	$31.20	$31.20	2,942	374	$41.29	$41.29	2,308	69	28,925,000	266.86	80,477					
Tucumcari Water System	Quay	$37.15	$47.29	2,191	248	$39.75	$44.90	1,805	210	41,898,300	359.68	147,470	x				
Tyrone Townsite	Grant	$40.44	$40.44	322	3	$4.02	$4.02	322	3	2,752,000	20.92	64,369	x				
Union Del Llano MDWCA	Taos	$52.00	N/A	75	0	N/A	N/A	0	0	N/A	N/A	N/A	x				
Upper Holman MDWCA	Mora	$26.25	$150.00	75	1	N/A	N/A	0	0	252,876	1.81	23,816	x				
Valley MDWCA	De Baca	$66.71	N/A	215	0	N/A	N/A	0	0	2,415,300	32.97	153,349	x				
Vaughn Duran Water System	Guadalupe	$30.78	$38.81	199	33	$49.36	$49.36	176	26	14,028,485	274.39	1,182,716	x				
Villanueva MDWCA	San Miguel	$48.00	N/A	107	0	N/A	N/A	0	0	384,506	3.23	30,187	x				
Wagon Mound Water System	Mora	$25.00	$25.00	126	12	$20.00	$20.00	118	9	1,953,147	18.82	136,377	x				
Waterfall Community WUA	Otero	$32.19	N/A	123	0	N/A	N/A	0	0	659,800	9.17	74,553	x				
Watrous MDWCA	Mora	$26.00	$26.00	41	3	N/A	N/A	0	0	22,333	0.23	5,136	x				
Weed Water Users Association	Otero	$26.52	$26.52	20	1	N/A	N/A	0	0	105,750	0.88	41,905	x				
White Cliffs MDWUA	McKinley	$83.00	N/A	73	0	$43.00	N/A	73	0	370,024	3.27	44,795	x				
2024 Survey Total Average		**$49.05**	**$67.88**	**2,863**	**345**	**$30.00**	**$45.03**	**2,364**	**255**	**54,577,920**	**449.80**	**96,744**					
2024 Survey Total Minimum		**$4.62**	**$15.12**	**9**	**1**	**$4.02**	**$4.02**	**73**	**1**	**22,333**	**0.23**	**5,136**					
2024 Survey Total Maximum		**$627.73**	**$354.00**	**182,326**	**22,491**	**$59.37**	**$202.61**	**183,490**	**19,780**	**3,876,000,000**	**29,820**	**1,182,716**					
Residential Water Rates Based on Number of Connections for Public Systems							**Residential Sewer Rates Based on Number of Connections for Public Systems**										

2025 PUBLIC WATER and SEWER RATE SURVEY - DECEMBER 2024 RATES N/A = Not Applicable or Not Reported													AWWA WATER AUDIT INFORMATION				
Publicly Owned- Community Water Systems	County	RESIDENTIAL 6,000 Gal. WATER Rate / Month Dec. 2024	COMMERCIAL 6,000 Gal. WATER Rate/ Month Dec. 2024	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. Sewer Rate/ Month Dec. 2024	COMMERCIAL 6,000 Gal. Sewer Rate/ Month Dec. 2024	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	July 2024 WATER PRODUCTION (Gallons / Month)	2024 Total Annual WATER PRODUCTION (Gallons / Year)	2024 Average Annual WATER PRODUCTION per Connection (Gallons / Year)	Did Not Complete AWWA water audit	Apparent Losses MG/YR	Real Losses MG/YR	Non-revenue water MG/YR	Data Validity Score (out of 100)
Agua Fria Water Association	Santa Fe	$68.80	N/A	348	N/A	N/A	N/A	N/A	N/A	1,682,648	15,860,293	45,576	x				
Algodones WUA	Sandoval	$37.49	$37.49	143	2	N/A	N/A	N/A	N/A	1,166,800	11,904,800	82,102	x				
Anthony W&SD	Dona Ana	$40.28	$57.66	2,879	168	$41.99	$52.81	2,596	104	42,257,000	406,741,000	133,489	x				
Apple Orchard MDWCA	SAN JUAN	$70.00	N/A	149	N/A	N/A	N/A	N/A	N/A	767,000	7,590,000	50,940	x				
Aragon MDWCA	Catron	$47.31	$47.31	17	4	N/A	N/A	N/A	N/A	38,890	447,390	21,304	x				
Arenas Valley MDWCA	Grant	$49.56	$49.56	459	47	N/A	N/A	n	n	3,113,047	28,240,547	55,811	x				
Artesia Municipal Water System	Eddy	$10.02	$21.52	4,781	722	$13.48	$13.48	4,198	619	N/A	N/A	N/A	x				
Big Mesa Water MDWCA	San Miguel	$45.00	$70.00	561	11	N/A	N/A	N/A	N/A	1,480,016	12,249,552	21,415	x				
Bloomfield Water Supply System	San Juan	$46.32	$46.32	2,781	323	$46.32	$46.32	2,102	225	41,828,000	407,307,000	131,220	x				
Bluewater Acres WUA	Cibola	$49.88	N/A	104	0	N/A	N/A	N/A	N/A	705,100	4,108,000	39,500	x				
Bluewater Water And Sanitation District	Cibola	$59.35	$90.80	160	3	$40.00	$50.17	163	2	815,510	10,236,830	62,803	x				
Bosque Farms Water Supply System	Valencia	$36.80	$36.80	1,462	117	$35.97	$52.30	1,427	109	10,655,000	103,813,860	65,747	x				
Buckman Regional Water Treatment Plant*	Santa Fe	N/A	$36.36	N/A	2	N/A	N/A	N/A	N/A	1,686,303,000	181,989,000	90,994,500	x				
Canada De Los Alamos MDWCA	Santa Fe	$284.00	$284.00	27	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
Canjilon Water System	Rio Arriba	$50.00	$150.00	122	3	N/A	N/A	N/A	N/A	359,370	4,073,890	32,591	x				
Canon MDWCA	Sandoval	$76.65	$76.65	133	6	N/A	N/A	N/A	N/A	430,810	4,825,739	34,718	x				
Canoncito At Apache Canyon	Santa Fe	$88.20	$371.50	115	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
Capitan Water System	Lincoln	$44.28	$68.35	775	101	$23.28	$23.28	220	63	7,608,120	80,666,060	92,085	x				
Carlsbad Municipal Water System	Eddy	$17.45	$20.66	11,209	1,813	$32.41	$36.41	9,879	1,298	382,559,744	3,412,741,795	262,075	x				
Causey Water System	Roosevelt	$24.00	$24.00	24	5	N/A	N/A	N	N	458,890	4,730,500	946,100	x				
Cerro Regional MDWCA/SWA	Taos	$57.00	$57.00	87	1	N/A	N/A	N/A	N/A	837,800	11,692,300	11,692,300	x				
Chama West Water Users Association	Rio Arriba	$70.00	N/A	34	N/A	N/A	N/A	N/A	N/A	125,000	1,220,500	35,897	x				
Chamberino MDWC & Sa	Dona Ana	$42.85	$57.66	256	3	N/A	N/A	N/A	N/A	3,130,789	30,217,185	116,669	x				
Chamisal MDWCA	Taos	$34.50	N/A	163	N/A	N/A	N/A	N/A	N/A	586,780	5,112,130	31,363	x				
Chapelle MDWCA	SAN MIGUEL	$30.00	N/A	50	N/A	N/A	N/A	n	n	254,450	3,053,376	61,068	x				
Cider Mill Farms MDWCA	Otero	$65.00	N/A	28	N/A	N/A	N/A	N/A	N/A	142,700	1,516,611	54,165	x				
Cloudcroft Water System	Otero	$62.31	$62.31	1,114	31	$23.74	$23.74	1,114	31	4,340,163	58,479,869	51,074	x				
Corona Water System	Lincoln	$32.19	$32.19	165	N/A	$38.90	N/A	94	N/A	2,059,656	27,430,052	166,243	x				
Correo Water Association	Valencia	$55.00	N/A	70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
Cottonwood Water MDWCA	Eddy	$54.89	$61.43	623	35	N/A	N/A	N/A	N/A	7,393,416	73,422,401	111,584	x				
Cuba Water System	Sandoval	$30.00	$45.00	611	119	$30.00	$45.00	519	103	4,017,600	48,211,200	66,043	x				
Dona Ana MDWCA	Dona Ana	$40.30	$40.30	6,405	115	$46.20	$46.20	1,578	28	95,268,215	817,887,670	125,443	x				
East Pecos MDWCA	San Miguel	$30.00	N/A	200	N/A	N/A	N/A	N/A	N/A	662,800	7,967,700	39,839	x				
El Ancon MDWCA	San Miguel	$31.50	N/A	41	N/A	N/A	N/A	N/A	N/A	112,210	1,084,770	26,458	x				
El Coruco MDWCA	San Miguel	$50.40	N/A	52	N/A	N/A	N/A	N/A	N/A	151,620	1,799,860	34,613	x				
El Prado Water & Sanitation District	Taos	$36.60	$44.10	380	77	$35.00	$45.00	399	48	4,448,380	39,691,440	86,852	x				
El Rito Canyon MDWCA	Rio Arriba	$29.25	N/A	108	N/A	N/A	N/A	N/A	N/A	425,940	4,104,832	38,008					
El Rito Regional Water & Waste Water Asn	Rio Arriba	$18.50	$1,850.00	200	N/A	N/A	N/A	N/A	N/A	591,090	6,744,930	33,725	x				
El Vadito De Los Cerrillos Water Assoc	Santa Fe	$56.00	N/A	188	N/A	N/A	N/A	N/A	N/A	554,700	4,863,918	25,872	x				
El Valle De Los Ranchos W & SD	TAOS	$58.80	$58.80	137	N/A	27.25	49.68	1182	43	393,296	4,795,398	35,003	x				
Eldorado Area Water and Sanitation Dist.	Santa Fe	$120.98	$120.98	3,019	56	N/A	N/A	N/A	N/A	16,865,000	154,682,000	50,303		3.930	12.43	16.7	69
Encino Water System	Torrance	$35.88	$35.88	44	5	N/A	N/A	N/A	N/A	166,630	1,920,000	39,184	x				
Eunice Water Supply System	Lea	$19.36	$31.38	1,293	235	$17.92	$28.00	1,145	184	33,212,434	345,542,449	226,140	x				
Fambrough MDWCA	Chaves	$58.43	N/A	172	N/A	N/A	N/A	N/A	N/A	91,450	875,960	5,093	x				
Flora Vista Mutual Domestic	San Juan	$73.00	$101.63	1,232	50	N/A	N/A	N/A	N/A	8,075,000	88,792,000	69,261	x				
Floyd WS Village of	Roosevelt	$38.00	$38.00	42	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
Galisteo MDWCA	Santa Fe	$47.25	N/A	95	N/A	N/A	N/A	N/A	N/A	318,939	3,238,096	34,085	x				
Garfield MDWCA	Dona Ana	$35.50	$35.50	952	18	N/A	N/A	N/A	N/A	9,928,460	113,774,190	117,293	x				
Glorieta East Water Supply	Santa Fe	$52.45	N/A	29	N/A	N/A	N/A	N/A	N/A	69,500	1,340,100	46,210	x				
Gonzales Ranch MDWCA	San Miguel	$50.40	N/A	55	N/A	N/A	N/A	N/A	N/A	213,280	3,121,550	56,755	x				
Grady Water System	Curry	$26.05	$26.05	47	5	N/A	N/A	N/A	N/A	1,608,300	10,571,300	203,294	x				
Grants Domestic Water System	Cibola	$42.26	$37.25	2,841	422	$37.89	$37.89	2,645	422	51,604,000	507,837,000	155,635	x				
Greater Chimayo MDWCA	Rio Arriba	$79.00	$105.00	406	3	N/A	N/A	N/A	N/A	971,600	10,135,600	24,781	x				
Greater Glorieta Regional MDC	Santa Fe	$52.45	N/A	76	N/A	N/A	N/A	N/A	N/A	339,600	4,081,240	53,701	x				
Grenville Water System	Union	$49.00	N/A	13	N/A	N/A	N/A	N/A	N/A	71,700	1,750,200	134,631					
Hagerman Water System	Chaves	$23.74	N/A	469	11	$18.64	$18.64	448	N/A	19,658,923	142,556,244	296,992	x				
Hatch Water Supply System	Dona Ana	$29.45	$32.91	746	131	$34.22	$45.04	585	131	14,182,000	141,809,000	161,698	x				
Hillsboro MDWCA	Sierra	$37.20	$37.20	74	4	N/A	N/A	N/A	N/A	660,000	4,400,000	56,410	x				
Hobbs Municipal Water Supply	Lea	$15.94	$15.94	11,903	1,838	$30.89	$32.03	12,048	1,815	310,916,000	2,609,422,000	189,900		11.253	613.291	630.171	94
House Water System	Quay	$35.18	$35.18	34	4	N/A	N/A	N/A	N/A	161,945	1,848,152	54,357	x				

Ilfeld MDWCA	San Miguel	$50.40	N/A	118	N/A	N/A	N/A	N/A	N/A	344,220	3,502,130	29,679	x				
Karr Canyon Estates	Otero	$46.34	N/A	48	N/A	N/A	N/A	N/A	N/A	331,530	2,915,390	60,737	x				
La Asociacion De Agua De Los Brazos	Rio Arriba	$72.00	$120.00	16	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	x				
La Cienega MDWCA	Santa Fe	$46.20	N/A	137	N/A	N/A	N/A	N/A	N/A	706,500	7,466,400	54,499	x				
La Cueva MDWCA	San Miguel	$63.53	N/A	21	N/A	N/A	N/A	N/A	N/A	57,980	698,930	33,282	x				
La Jara Water Users Association	Sandoval	$112.80	N/A	165	N/A	N/A	N/A	N/A	N/A	665,737	3,617,336	21,923	x				
La Luz MDWCA	Otero	$55.00	N/A	650	N/A	N/A	N/A	N/A	N/A	3,844,600	43,527,200	66,965	x				
La Pasada MDWCA	San Miguel	$75.00	N/A	81	N/A	N/A	N/A	N/A	N/A	183,500	2,259,000	27,889	x				
La Union MDS & WA	Dona Ana	$58.43	$104.40	538	14	N/A	N/A	N/A	N/A	4,132,843	37,410,606	67,773	x				
Laborcita Water Users Association	Otero	$8.84	N/A	26	N/A	N/A	N/A	N/A	N/A	424,200	3,939,200	151,508	x				
Lake Arthur Water Department	Chaves	$28.50	$44.30	208	8	$12.00	$12.00	89	N/A	2,177,661	18,727,052	86,699	x				
Lamy Mutual Domestic Water Association	Santa Fe	$82.91	$160.60	54	6	N/A	N/A	N/A	N/A	219,600	2,237,458	37,291	x				
Las Cruces Municipal Water System	Dona Ana	$22.15	$27.69	34,487	4,843	$25.63	$33.25	35,747	3,710	703,780,000	6,548,320,600	166,497		94.800	486.8	636.6	75
Las Vegas (City Of)	San Miguel	$51.98	$214.63	5,846	704	$56.34	$74.48	4,686	638	28,174,000	411,741,000	62,861	x				
Ledoux MDWCA	Mora	$24.00	$40.00	64	1	N/A	N/A	N/A	N/A	105,070	1,004,840	15,459	x				
Liberty MDWCA	Quay	$53.94	$53.94	94	1	N/A	N/A	N/A	N/A	451,957	5,223,331	54,982	x				
Llano Quemado MDWCA	Taos	$58.80	$58.58	270	5	N/A	N/A	N/A	N/A	1,580,558	15,620,063	56,800	x				
Logan Water System	Quay	$25.50	$25.50	974	76	$27.00	Varies	919	50	21,700,000	139,349,526	132,714	x				
Lordsburg Water Supply System	Hidalgo	$34.92	$58.95	926	174	$38.03	$50.71	827	119	16,227,372	151,903,555	138,094					
Los Alamos Municipal Water System	Los Alamos	$58.19	$58.19	6,966	363	$60.56	$147.09	6,966	292	117,786,000	1,102,237,000	150,394	x				
Los Lunas Water System	Valencia	$41.99	$41.99	7,274	699	$46.59	$46.59	7,274	699	126,010,000	1,213,225,000	152,167	x				
Lower Colonias MDWCA	San Miguel	$50.40	N/A	10	N/A	N/A	N/A	N/A	N/A	22,960	181,390	18,139	x				
Lower Rio Grande PWWA East Mesa	Dona Ana	$43.34	$91.98	825	26	$46.73	$57.71	108	7	10,216,000	91,778,000	107,847		2.598	21.693	34.307	74
Lower Rio Grande PWWA High Valley	Dona Ana	$43.43	$91.98	24	N/A	$46.73	$57.71	N/A	N/A	383,000	2,986,000	124,417		0.105	0.98	0.211	73
Lower Rio Grande PWWA Rincon	DONA ANA	$43.43	$91.98	212	21	46.73	57.71	N/A	N/A	2,954,200	29,302,500	138,219		0.802	7.661	8.519	72
Lower Rio Grande PWWA South Valley	Dona Ana	$43.43	$91.98	4,313	196	$46.73	$57.71	813	19	45,815,000	444,787,000	98,644		15.313	25.853	43.296	74
Lower Rio Grande PWWA Valle Del Rio	DONA ANA	$43.43	$91.98	97	N/A	46.73	57.71	N/A	N/A	1,235,000	11,017,000	113,577		0.377	0.709	1.114	73
Lower Valley Water Users Association	San Juan	$33.25	$33.25	2,967	234	$33.25	$33.25	257	234	55,264,267	431,476,448	134,794	x				
Lumberton MDWCA	Rio Arriba	$145.00	N/A	81	N/A	N/A	N/A	N/A	N/A	272,504	3,865,655	47,724	x				
Lybrook MDWCA	Rio Arriba	$42.00	$100.94	77	12	N/A	N/A	N/A	N/A	854,063	7,391,401	95,992	x				
Magdalena Village Of	Socorro	$42.06	$44.56	436	50	$22.78	$22.78	398	48	3,503,200	35,314,000	72,663	x				
Malaga MDWC SWA	Eddy	$44.00	$44.00	307	21	N/A	N/A	N/A	N/A	51,855	53,950,000	164,482	x				
Melrose Water System	Curry	$22.65	$22.65	478	35	$12.75	$15.80	450	29	4,076,200	36,492,800	71,136	x				
Mesilla Water System	Dona Ana	$21.78	$28.92	684	98	$22.98	$28.36	465	24	14,217,000	123,269,000	157,633	x				
Milan Community Water System	Cibola	$35.67	$53.68	820	117	$42.73	$48.28	661	97	21,666,834	218,921,523	233,641	x				
Mosquero Water System	Harding	$54.00	$59.00	100	50	$25.00	$35.00	100	50	594,100	3,685,200	24,568	x				
Nogal MDWCA	Lincoln	$80.85	$80.85	32	1	N/A	N/A	N/A	N/A	65,916	848,926	26,529	x				
North Cleveland MDWCA	Mora	$23.00	$17.00	41	N/A	N/A	N/A	N/A	N/A	60,793	543,646	13,260	x				
Ojo Caliente MDWCA	Taos	$47.00	N/A	103	N/A	N/A	N/A	N/A	N/A	403,504	4,040,133	39,225	x				
Ojo Sarco MDWCA	Rio Arriba	$47.75	$47.75	85	2	N/A	N/A	N/A	N/A	312,600	3,533,610	40,616	x				
Orchard Estates FLMDWC & SW	Sandoval	$100.00	N/A	14	N/A	N/A	N/A	N/A	N/A	66,415	2,271,790	162,271	x				
Orogrande MDWCA	Otero	$55.00	$55.00	35	5	N/A	N/A	N/A	N/A	360,620	2,937,400	73,435	x				
Pena Blanca Water & Sanitation District	Sandoval	$42.10	$71.25	157	4	$11.50	$11.50	82	N/A	1,118,800	9,789,100	60,802	x				
Penasco MDWCA	Taos	$43.00	$94.00	248	7	N/A	N/A	N/A	N/A	1,703,430	17,744,090	69,585	x				
Ponderosa MDWCA	Sandoval	$29.25	N/A	209	N/A	N/A	N/A	N/A	N/A	1,352,000	15,462,500	73,983	x				
Quemado Mutual Water & SWA	Catron	$26.00	$27.00	80	34	$26.00	$27.00	52	24	501,100	5,179,400	45,433	x				
Ranchitos De Galisteo WUA	Santa Fe	$45.83	N/A	43	N/A	N/A	N/A	N/A	N/A	293,500	2,658,100	61,816	x				
Ranchos De Placitas Sanitation District	Sandoval	$84.82	N/A	115	N/A	N/A	N/A	N/A	N/A	867,000	7,931,000	68,965	x				
Raton/Raton Water Works	Colfax	$31.42	$39.66	2,901	644	$28.87	$30.87	2,331	438	54,364,000	396,802,000	111,933		1.687	57.402	10.48	78
Riveras MDWUA	Guadalupe	$91.88	$91.88	28	1	N/A	N/A	N/A	N/A	86,000	878,000	30,276	x				
Riverside MDWA	Eddy	$35.00	$68.98	42	35	N/A	N/A	N/A	N/A	916,000	10,480,000	136,104	x				
Roy (Village Of)	Harding	$22.50	$22.50	178	8	$10.00	$10.00	185	1	2,188,200	17,494,200	94,055		0.790	0.499	3.312	81
Ruidoso Downs Water System	Lincoln	$37.42	$37.45	858	160	$30.60	$66.69	817	114	8,087,890	98,732,984	96,987	x				
Ruidoso Water System	Lincoln	$59.18	$58.06	6,677	560	$74.41	$102.67	5,557	532	52,325,499	672,741,041	92,959		6.200	389.1	410.8	76
San Antonio De Cleveland MDWCA	Mora	$28.00	$57.00	76	5	N/A	N/A	N/A	N/A	306,830	3,220,590	39,760	x				
San Cristobal MDWCA	Taos	$35.00	$55.00	56	N/A	N/A	N/A	N/A	N/A	90,641	879,000	15,696	x				
San Jon Water Supply	Quay	$29.11	$29.11	118	11	$20.60	$43.05	94	8	2,719,000	21,216,000	164,465	x				
San Juan MDWCA	San Miguel	$50.40	N/A	64	N/A	N/A	N/A	N/A	N/A	235,120	2,584,120	40,377	x				
San Mateo MDWCA	Cibola	$30.00	$100.00	52	1	N/A	N/A	N/A	N/A	34,000	3,744,000	70,642	x				
San Miguel Del Vado MDWCA	San Miguel	$50.40	N/A	26	N/A	N/A	N/A	N/A	N/A	91,430	976,680	37,565	x				
San Ysidro Water Supply System	Sandoval	$63.22	$63.22	88	5	N/A	N/A	N/A	N/A	783,982	5,453,000	58,634	x				
Santa Clara Water System	Grant	$34.93	$49.94	637	21	$16.69	$16.69	637	21	4,079,429	44,211,401	67,191	x				

Sena MDWCA	San Miguel	$20.00	N/A	45	N/A	N/A	N/A	N/A	N/A	163,680	1,992,480	44,277	x			
Sierra Vista Mutual Domestic Association	Bernalillo	$88.55	N/A	131	N/A	N/A	N/A	N/A	N/A	2,130,567	12,481,534	95,279	x			
Sile MDWCA	Sandoval	$21.20	N/A	65	N/A	N/A	N/A	N/A	N/A	616,300	5,838,600	89,825	x			
Silver City Water System	Grant	$37.98	$37.98	5,735	620	$16.23	$16.23	4,058	509	80,716,000	822,928,000	129,493	x			
Silver Cloud Water Association	Otero	$33.00	N/A	80	N/A	N/A	N/A	N/A	N/A	482,000	4,703,000	58,788	x			
South San Ysidro MDWCA	San Miguel	$50.40	N/A	22	N/A	N/A	N/A	N/A	N/A	84,070	1,267,310	57,605	x			
Southside Mutual Domestic Water	San Juan	$70.99	N/A	584	N/A	N/A	N/A	N/A	N/A	4,731,000	25,206,000	43,161	x			
Sun Valley Water And Sanitation District	LINCOLN	$72.66	$64.87	204	4	N/A	N/A	N/A	N/A	386,190	5,570,940	26,783	x			
Taos Municipal Water System	Taos	$31.86	$57.68	1,870	820	$47.63	$63.16	1,874	855	34,888,452	327,165,264	121,623	x			
Tatum Municipal Water System	Lea	$34.50	$34.50	345	46	$17.50	$17.50	319	35	3,006,647	26,597,002	68,023	x			
Tecolotito MDWCA	San Miguel	$39.90	N/A	104	N/A	N/A	N/A	N/A	N/A	585,710	6,039,600	58,073	x			
Tesuque MDWCA	Santa Fe	$48.30	$187.95	110	4	N/A	N/A	N/A	N/A	828,893	6,606,220	57,949	x			
Tres Piedras MDWCA	Taos	$74.00	$74.00	100	4	N/A	N/A	N/A	N/A	516,890	3,813,109	36,665	x			
Truth or Consequences	Sierra	$32.15	$32.15	2952	380	42.81	42.81	2314	71	25,105,000	276,820,674	83,079	x			
Tyrone Townsite	Grant	$42.17	$42.17	322	4	$4.02	$4.02	322	4	2,700,000	20,900,000	64,110	x			
Upper Holman MDWCA	Mora	$27.00	$27.00	78	2	N/A	N/A	N/A	N/A	152,660	2,114,450	26,431	x			
Upper La Plata Water Users Association	San Juan	$59.19	$59.19	790	18	N/A	N/A	N/A	N/A	7,619,000	55,255,000	68,385	x			
Vallecitos MDWCA	Rio Arriba	$60.99	$60.99	26	2	N/A	N/A	N/A	N/A	71,423	369,617	13,201	x			
Valley Estates Water & Sewer Association	Rio Arriba	$65.00	N/A	54	N/A	N/A	N/A	N/A	N/A	135,350	8,215,000	152,130	x			
Valley MDWCA	De Baca	$71.50	N/A	220	N/A	N/A	N/A	N/A	N/A	1,672,645	16,357,915	74,354	x			
Vaughn Duran Water System	Guadalupe	$31.42	$46.15	223	49	$18.21	$50.38	157	45	19,505,300	176,134,300	647,553	x			
Village Of Eagle Nest	Colfax	$58.24	$79.14	224	48	$26.46	$62.16	190	34	1,809,050	17,637,280	64,843	x			
Villanueva MDWCA	San Miguel	$50.40	N/A	104	N/A	N/A	N/A	N/A	N/A	226,320	2,896,550	27,851	x			
Virden Water System	Hidalgo	$20.00	N/A	47	N/A	N/A	N/A	N/A	N/A	1,201,579	58,640,307	1,247,666	x			
Wagon Mound Water System	Mora	$25.00	$25.00	127	12	$20.00	$23.00	119	9	1,980,844	20,274,339	145,859	x			
Watrous MDWCA	Mora	$26.00	N/A	46	N/A	N/A	N/A	N/A	N/A	10,521	123,457	2,684	x			
Weed Water Users Association	Otero	$38.00	$38.00	18	1	N/A	N/A	N/A	N/A	188,960	1,224,290	64,436	x			
White Cliffs MdWUA	Mckinley	$75.00	N/A	75	N/A	$43.00	N/A	75	N/A	336,331	3,997,996	53,307	x			

Publicly Owned- Community Water Systems	County	RESIDENTIAL 6,000 Gal. WATER Rate / Month Dec. 2024	COMMERCIAL 6,000 Gal. WATER Rate/ Month Dec. 2024	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. Sewer Rate/ Month Dec. 2024	COMMERCIAL 6,000 Gal. Sewer Rate/ Month Dec. 2024	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	July 2024 WATER PRODUCTION (Gallons / Month)	2024 Total Annual WATER PRODUCTION (Gallons / Year)	2024 Average Annual WATER PRODUCTION per Connection (Gallons / Year)	Did Not Complete AWWA water audit	Apparent Losses MG/YR	Real Losses MG/YR	Non- revenue water MG/YR	Data Validity Score (out of 100)
2025 Rate Survey Publicly Owned Water and Sewer Rates (Average, Minimum and Maximum)																	
2025 Survey Total Averages		**$48.84**	**$82.90**	**1047**	**185**	**$31.64**	**$41.37**	**2,428**	**315**	**29,641,770**	**168,056,703**	**808,577**					
2025 Survey Total Minimum		**$8.84**	**$15.94**	**10**	**1**	**$4.02**	**$4.02**	**52**	**1**	**10,521**	**123,457**	**2,684**					
2025 Survey Total Maximum		**$284.00**	**$1,850.00**	**34,487**	**4,843**	**$74.41**	**$147.09**	**35,747**	**3,710**	**1,686,303,000**	**6,548,320,600**	**90,994,500**					

Residential Water Rates by Number of Connections for Community Water Systems

Water System Rates	< 50 Connections	50 to 200 Connections	201 to 1,000 Connections	1,001 to 5000 Connections	5,001 to 10,000 Connection s	> 10,000 Connections
Total number of Systems in Size Category	32	57	37	13	6	3
Average Rate	$54.38	$51.46	$44.30	$45.48	$48.27	$18.51
Minimum Rate	$8.84	$18.50	$21.78	$10.02	$37.98	$15.94
Maximum Rate	$284.00	$145.00	$79.00	$120.98	$59.18	$22.15

Residential Sewer Rates Based on Number of Connections for Community Water Systems

Sewer System Rates		< 50 Connections	50 to 200 Connecions	201 to 1,000 Connections	1001 to 5000 Connect-ions	5001 to 10,000 Connect-ions	5001 to 10,000 Connect-ions	> 10,000 connections
Total Number of System is Size Category		0	13	17	13	4	4	2
Average Rate		N/A	$26.03	$26.84	$33.83	$53.49	$53.49	$28.26
	Minimum Rate	N/A	$10.00	$4.02	$13.48	$32.41	$32.41	$25.63
	Maximum Rate	N/A	$46.73	$46.73	$56.34	$74.41	$74.41	$30.89

2025 PUBLIC WATER and SEWER RATE SURVEY - DECEMBER 2024 RATES N/A = Not Applicable or Not Reported

AWWA WATER AUDIT INFORMATION

PWS Name	COUNTY	RESIDENTIAL 6,000 Gal. WATER Rate / Month Dec. 2024	COMMERCIAL 6,000 Gal. WATER Rate / Month Dec. 2024	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	COMMERCIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	Monthly WATER PRODUCTION JULY 2024 (gallons)	2024 Total Annual WATER PRODUCTION (MG)	2024 Average Annual WATER PRODUCTION per Connection (gallons)	Did Not Complete AWWA Water Audit	Apparent Losses MG/YR	Real Losses MG/YR	Non- revenue water MG/YR	Data Validity Score (out of 100)
ALPINE VILLAGE W AND SD	LINCOLN	$18.00	N/A	128	N/A	N/A	N/A	N/A	N/A	222,340	4,658,273	36,393	x				
ALTO NORTH WATER COOP	LINCOLN	$55.00	$60.00	47	3	N/A	N/A	N/A	N/A	69,100	2,246,100	47,789	x				
ARTESIA RURAL WATER COOPERATIVE	EDDY	$42.91	$77.01	701	38	N/A	N/A	N/A	N/A	14,543,000	124,580,000	168,579	x				
BERRENDO COOPERATIVE WUA	CHAVES	$30.00	N/A	1,600	N/A	N/A	N/A	N/A	N/A	53,627,254	537,088,708	335,680	x				
BOLES ACRES WATER SYSTEM	OTERO	$49.60	N/A	245	N/A	N/A	N/A	N/A	N/A	2,954,300	29,822,510	121,725	x				
BONITA PARK NAZARENE CONFERENCE CENTER	LINCOLN	$8.67	N/A	62	N/A	$8.67	N/A	62	N/A	444,100	3,463,800	55,868	x				
CAPROCK WATER COMPANY	EDDY	$34.84	$34.84	35	28	N/A	N/A	N/A	N/A	3,784,872	42,515,886	674,855	x				
CDS RAINMAKERS UTIL LLC RANCHO RUIDOSO	LINCOLN	$44.69	$44.69	398	3	$37.88	$37.88	342	2	8,068,500	73,795,600	184,029	x				
CEDAR CREEK WATER COOPERATIVE INC	SANDOVAL	$90.00	N/A	54	N/A	N/A	N/A	N/A	N/A	353,800	2,562,250	47,449	x				
CLOUD COUNTRY WEST WATER SYSTEM	Otero	$6.81	N/A	114	N/A	N/A	N/A	N/A	N/A	427,475	4,589,941	40,263	x				

DE LA TE MOBILE MANOR	DONA ANA	N/A	N/A	52	N/A	N/A	N/A	52	N/A	542,683	5,716,300	109,929	x				
DESERT PALMS MOBILE HOME PARK	BERNALILLO	N/A	N/A	73	N/A	N/A	N/A	73	N/A	928,600	7,856,400	107,622	x				
ENTRANOSA WATER ASSOCIATION	BERNALILLO	$59.68	$59.68	3,782	6	N/A	N/A	N/A	N/A	71,000,000	546,000,000	144,139	x				
FOX HILLS WATER USERS ASSOC	BERNALILLO	$43.00	N/A		N/A	N/A	N/A	N/A	N/A	105,500	1,300,000		x				
GLEN ACRES WATER COOP	HIDALGO	$59.59	$420.00	73	1	N/A	N/A	N/A	N/A	612,000	5,948,000	80,378					
GREEN ACRES MOBILE HOME VILLAGE	BERNALILLO	N/A	N/A	83	N/A	$23.75	N/A	83	N/A	877,200	7,375,642	88,863	x				
HOMESTEAD WATER COMPANY	TORRANCE	$50.31	$50.31	80	4	N/A	N/A	N/A	N/A	474,700	3,343,800	39,807	x				
LA LOMITA TRAILER PARK	TAOS	N/A	N/A	27	N/A	N/A	N/A	N/A	N/A	168,857	2,131,151	78,932	x				
LA MESA WATER COOP	SANDOVAL	$88.75	N/A	338	N/A	N/A	N/A	N/A	N/A	2,618,280	21,786,054	64,456	x				
LA VISTA HOMEOWNERS ASSOCIATION	SANTA FE	N/A	N/A	17	N/A	N/A	N/A	N/A	N/A	173,800	1,338,880	78,758	x				
LAS CAMPANAS WATER SYSTEM	SANTA FE	$81.22	$81.22	807	115	$65.28	$43.80	1,162	15	15,721,178	108,007,780	117,145	x				
LAS COLONIAS MHP	TAOS	N/A	N/A	20	N/A	N/A	N/A	20	N/A	93,390	1,130,121	56,506	x				
LAS HACIENDAS HOMEOWNERS WUA	TAOS	$66.67	N/A	29	N/A	N/A	N/A	N/A	N/A	631,590	3,870,370	133,461	x				
LEE HAMMOND WATER	SAN JUAN	$44.00	$44.00	475	38	N/A	N/A	N/A	N/A	23,208,997	199,589,943	389,064	x				
LINCOLN HILLS WATER CO-OP	LINCOLN	$87.74	$180.16	110	6	N/A	N/A	N/A	N/A	789,040	6,810,432	58,711	x				
LOMA GRANDE ESTATES WATER ASSOCIATION	LINCOLN	$50.00	N/A	40	N/A	N/A	N/A	N/A	N/A	760,150	1,943,590	48,590	x				
MOONGATE WATER SYSTEM	Dona Ana	$15.50	$15.50	8,819	76	N/A	N/A	N/A	N/A	127,221,008	1,007,213,036	114,209	x				
MORWEST CORPORATION	LEA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7,986,006	98,504,616		x				
OAKLAND HEIGHTS HOMEOWNERS ASSOCIATION	BERNALILLO	N/A	N/A	10	N/A	N/A	N/A	N/A	N/A	155,408	1,301,124	130,112	x				
OVERLOOK WATER CO- OP INC	SANDOVAL	$31.00	N/A	62	N/A	N/A	N/A	N/A	N/A	443,760	4,303,390	69,410	x				
PEOPLES WATER COOP	LUNA	$37.00	N/A	21	N/A	N/A	N/A	N/A	N/A	20,311	190,662	9,079	x				
PETE RAGAN MEMORIAL WUA	OTERO	$30.00	N/A	33	N/A	N/A	N/A	N/A	N/A	115,323	1,341,457	40,650	x				
PUEBLO LOS CERROS	SANDOVAL	$100.21	N/A	100	N/A	N/A	N/A	N/A	N/A	1,705,600	10,293,500	102,935	x				
QUEMADO LAKE WATER ASSOCIATION	CATRON	$36.00	N/A	159	N/A	N/A	N/A	N/A	N/A	364,816	3,281,949	20,641	x				
RANCHO GRANDE WATER ASSOCIATION INC	CATRON	$43.72	$65.41	83	N/A	N/A	N/A	N/A	N/A	186,600	1,762,000	21,229	x				
ROBINHOOD WATER USERS ASSOCIATION	OTERO	$69.54	N/A	161	N/A	N/A	N/A	N/A	N/A	646,740	7,639,350	47,449	x				
ROLLING HILLS WUA	OTERO	$60.00	N/A	21	N/A	N/A	N/A	N/A	N/A	75,900	1,063,700	50,652	x				
ROOSEVELT COUNTY WUA	ROOSEVELT	$103.10	$236.52	1,472	29	N/A	N/A	N/A	N/A	13,894,689	144,847,129	98,402	x				
SUNLIT HILLS WATER SYSTEM	SANTA FE	$52.00	$65.00	441	1	N/A	N/A	N/A	N/A	4,532,000	34,291,000	77,581	x				
SUNSET HILLS ESTATES HOA	BERNALILLO	$39.00	N/A	28	N/A	N/A	N/A	N/A	N/A	857,409	7,174,678	256,239	x				
TIJERAS WATER COOPERATIVE	BERNALILLO	$81.60	$122.40	57	1	N/A	N/A	N/A	N/A	400,900	3,321,600	57,269	x				
TOP OF THE WORLD WATER ASSOCIATION CORP	MCKINLEY	$50.00	N/A	50	N/A	N/A	N/A	N/A	N/A	34,170	319,437	6,389	x				
TRANQUILLO PINES WATER USERS COOP	BERNALILLO	$211.12	$211.12	263	2	N/A	N/A	N/A	N/A	885,919	8,267,861	31,199		0.113	5.536	5.662	23
TURQUOISE ESTATES WATER COOP	CURRY	$40.00	N/A	35	N/A	N/A	N/A	N/A	N/A	522,640	4,540,652	129,733	x				
VERMEJO PARK - HEADQUARTERS	COLFAX	N/A	N/A	75	N/A	N/A	N/A	N/A	N/A	1,262,602	12,474,000	166,320					
VISTA DE ORO DE PLACITAS WATER USERS COO	SANDOVAL	$16.00	N/A	51	N/A	N/A	N/A	N/A	N/A	322,994	2,677,312	52,496					

2025 PUBLIC WATER and SEWER RATE SURVEY - DECEMBER 2024 RATES N/A = Not Applicable or Not Reported													AWWA WATER AUDIT INFORMATION				
PWS Name	COUNTY	RESIDENTIAL 6,000 Gal. WATER Rate / Month Dec. 2024	COMMERCIAL 6,000 Gal. WATER Rate / Month Dec. 2024	Number of RESIDENTIAL WATER Connections	Number of COMMERCIAL WATER Connections	RESIDENTIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	COMMERCIAL 6,000 Gal. SEWER Rate/ Month Dec. 2024	Number of RESIDENTIAL SEWER Connections	Number of COMMERCIAL SEWER Connections	Monthly WATER PRODUCTION JULY 2024 (gallons)	2024 Total Annual WATER PRODUCTION (MG)	2024 Average Annual WATER PRODUCTION per Connection (gallons)	Did Not Complete AWWA Water Audit	Apparent Losses MG/YR	Real Losses MG/YR	Non- revenue water MG/YR	Data Validity Score (out of 100)
2025 Rate Survey Privately Owned Water and Sewer Rates (Average, Minimum and Maximum)																	
2025 Survey Total Average		**$54.79**	**$110.49**	**485**	**23**	**34**	**41**	**256**	**9**	**8,058,677**	**70,054,354**	**108,886**					
2025 Survey Minimum		**$6.81**	**$15.50**	**$10.00**	**$1.00**	**$8.67**	**$37.88**	**$20.00**	**$2.00**	**20,311**	**190,662**	**6,389**					
2025 Survey Maximum		**$211.12**	**$420.00**	**$8819.00**	**$115.00**	**$65.28**	**$43.80**	**$1,162**	**$15.00**	**127,221,008**	**1,007,213,036**	**674,855**					
Residential Water Rates Based on Number of Connections for Community Water Systems								**Residential Sewer Rates Based on Number of Connections for Community Water Systems**									
Private Water System Rates		**< 50 Connections**	**50 to 200 Connections**	**201 to 1,000 Connections**	**1,001 to 5000 Connections**	**5,001 to 10,000 Connections**	**> 10,000 Connections**	**Private Sewer System Rates**		**< 50 Connections**	**50 to 200 Connections**		**201 to 1,000 Connection s**	**1,001 to 5,000 Connection s**	**5001 to 10,000 Connect- ions**	**5001 to 10,000 Connect- ions**	**> 10,000 Connect- ions**
Total number of Systems in Size Category		13	18	8	3	1	0	**Total Number of System is Size Category**		1	4		1	1	0	0	0

Average	$45.83	$49.94	$76.79	$64.26	$15.50	0	**Average**	N/A	$16.21	$37.88	$65.28	N/A	N/A	N/A
Minimum Rate	$30.00	$6.81	$42.91	$30.00	$37.98	$15.94	**Minimum**	N/A	$8.67	$37.88	$65.28	N/A	N/A	N/A
Maximum Rate	$284.00	$0.00	$79.00	$120.98	$59.18	$22.15	**Maximum**	N/A	$23.75	$37.88	$65.28	N/A	N/A	N/A

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: H.3

SUBJECT: Best Friends Medical Grant Addendum
DEPARTMENT: Animal Shelter
DATE SUBMITTED: September 29, 2025
SUBMITTED BY: Tara Manning
WHO WILL PRESENT THE ITEM: Tara Manning

Summary/Background:

Best Friends gave the shelter a grant for $12,500 for medical needs. The grant was set to expire on 9/30/2025. Due to the amount of funding that remains, Best Friends is expending the use of the Medical Grant to 9/30/2026.

Recommendation:

Approval

Attachments:

- Best Friends Medical Grant Addendum
-

-

Fiscal Impact (Finance): Choose an item.
Click here to enter text.

Legal Review (City Attorney): Choose an item.

.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC agendas 10-8-25

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Best Friends SAVE THEM ALL

Atlanta • Kanab • Los Angeles • New York City • Salt Lake City

BEST FRIENDS ANIMAL SOCIETY
GRANT AGREEMENT

BACKGROUND

Best Friends Animals Society ("BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Recipient (defined below) is a 501(c)(3) nonprofit animal welfare organization or a municipal shelter ("Recipient") and has been selected to receive a one-time grant (the "Grant") for the purposes set forth below. Each party shall be referred to herein individually as a "Party," and collectively as the "Parties."

This grant agreement ("Agreement") will govern the terms of the Grant. The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the "Effective Date").

AGREEMENT

Section 1. Identification of Recipient, Grant Amount and Term

Full Legal Name of Recipient Organization: Truth or Consequences Animal Shelter ("Recipient")

EIN #: 85-6000144

This is a one-time grant in the amount of: $12,500

Grant funds will be disbursed pursuant to the terms of this Agreement, upon (a) the execution of this Agreement by both Parties, (b) receipt by BFAS of this executed Agreement, and (c) receipt by BFAS of Recipient's IRS Form W9.

The term of this Agreement, unless terminated pursuant to Section 6 below will be from the Effective Date through September 30, 2025 (the "Grant Period").

Recipient acknowledges that BFAS and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

Section 2. Use of Grant Funds

Recipient agrees to use the Grant for the program or project as described below and for no other purposes.

Recipient agrees that grant funding is provided to achieve: Medical treatment for vulnerable animals in the shelter with a focus on upper respiratory infections, parvovirus, and other treatable medical conditions which are impacting the save rate of the shelter. Grant funding may also cover the cost

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of spay for a female dog whose puppies are surrendered to the shelter when the owner wants to retain custody of the female dog. Funding should be focused on animals that will assist in the Recipient achieving a 90% or higher live release rate or closing the lifesaving gap of at least 21 animals, whichever is greater.

Section 3. Grant Reports

Recipient agrees to provide monthly grant reports using forms provided by Best Friends outlining the use of the Grant funds until all funds have been spent. These grant reports will include the lifesaving impacted by the grant including an itemized account of how the funds have been spent, which animals received medical care from the funds, the number of cats and dogs positively impacted and examples of successes. With the final grant report, Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community. BFAS reserves the right to request detailed documentation on how the Grant funds were spent (including receipts if requested).

Recipient agrees that it will fulfill all reporting requirements necessary for participating in the Network Partner program including monthly reporting in Shelter Animals Count (for organizations that take in animals), and annual statistics reports as requested. Recipient understands that this overall data reporting is separate from the grant reports and is a requirement for continued participation in all promotions, events, and grant opportunities offered by the Network Partner program.

Section 4. Grant Branding Terms and Promotion

Recipient shall cooperate with BFAS regarding the promotion of the Grant. All press, news, or other media releases and other forms of publicity relating to the Grant, including web-based communications and social media posts must be pre-approved by BFAS. Any such publicity efforts proposed by Recipient shall acknowledge the participation of BFAS and shall be submitted by Recipient to Recipient's appointed contact at BFAS for review and approval not less than 5 business days in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of BFAS. This provision shall apply only to promotion of the BFAS and not to other efforts carried out by Recipient.

Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identifying Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, including but not limited to BFAS volunteer team leaders, and news or magazine writers in the production of such news content.

Neither Party may use each other's logos, trademarks, or other intellectual property without express written permission.

Section 4. Grant Recipient Representations and Warranties

Recipient represents and warrants as follows:

A. Recipient is a qualified 501(c)(3) entity or government organization and is and will continue to be a BFAS Network Partner during the Term of this Agreement;
B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same;

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C. There are no claims, investigations or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 5. Grant Restrictions

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 6. Termination by Best Friends

BFAS may immediately terminate this Agreement without penalty or any further obligation. Such event shall not constitute an event of default. All obligations of BFAS will cease upon the date of termination.

Section 7. Photo, Video, Digital and Audio Release

Recipient grants to BFAS permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants to BFAS the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by BFAS or its employees, contractors or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by BFAS in its sole discretion including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the Grant Period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Section 9. Non Disparagement

Recipient agrees not to disparage BFAS during the Grant Period and for three years following the last disbursement of funds from BFAS to Recipient.

Section 10. Release

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Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the Grant and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the program. Recipient releases BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. Recipient releases BFAS and discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for BFAS' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant.

Section 11. Indemnity Agreement

Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold BFAS harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the program or this Grant. This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others

Section 12. Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to BFAS business, including, but not limited to, any network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to BFAS proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said information. Recipient agrees that it will not sue, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 13. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases and indemnity agreement are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non Disparagement clause survives for three years following the last disbursement of funds

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from BFAS to Recipient.

Section 14. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between BFAS and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Truth or Consequences Animal Shelter

By:
Printed Name: Rolf Hechler
Title: Mayor
Date: March 12, 2025

Best Friends Animal Society

By:
Printed Name: Desiree Triste-Aragon
Title: Regional Strategist
Date: March 20, 2025

AMENDMENT NO. 1 TO TRUTH OR CONSEQUENCES MEDICAL GRANT

This Amendment No. 1 is made and entered into as of October 3, 2025 to the Best Friends Animal Society Grant Agreement Between Best Friends Animal Society, a Utah nonprofit corporation with principal offices at 5001 Angel Canyon Rd., Kanab, UT 84741 and the and Truth or Consequences Animal Shelter with an effective date March 12, 2025. (the "Agreement").

This Amendment No. 1 does hereby modify the Agreement as follows:

1. Defined: Any terms used and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

2. The Parties agree that the following language in Section 1. Identification of Recipient, Grant Amount and Term:

"The term of this Agreement, unless terminated pursuant to Section 6 below will be from the Effective Date through September 30, 2025 (the 'Grant Period')." is deleted and replaced in its entirety by the following language:

"The term of this Agreement, unless terminated pursuant to Section 6 below will be from the Effective Date through September 30, 2026 (the 'Grant Period')."

3. No Other Changes: All other terms of the Agreement not expressly modified by this Amendment No. 1 remain in full force and effect.

By signing below, each Party acknowledges that the individual executing the Amendment No. 1 on behalf of the entity has the authority to execute this Amendment No. 1, has read and understand this Amendment No. 1, and indicates the intent to electronically sign and have the Party be bound by the terms and conditions as of the Amendment No. 1 Effective Date. The Parties agree that any electronic signature is intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Best Friends Animal Society

By:
Printed Name:
Title:
Date:

Truth or Consequences Animal Shelter

By:
Printed Name:
Title:
Date:

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 8, 2025

Agenda Item #: H.4

SUBJECT: November and December 2025 City Commission Meeting Schedule.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk-Treasurer

Summary/Background:

Each year the Governing Body votes to hold one meeting for the months of November and December due to Thanksgiving and Christmas Holidays. This year we are requesting one meeting in November and two meetings in December. The proposed meeting dates are as follows:

November 2025:

- November 12, 2025, regular meeting with public comment (no staff reports) to begin at 9:00 a.m.

December 2025:

- December 3, 2025, business meeting with no staff reports or public comment, to begin at 9:00 a.m.
- December 17, 2025, regular meeting with public comment (no staff reports) to begin at 9:00 a.m.

Recommendation:

Approval of adjusting meeting dates for the months of November and December 2025.

Attachments:

- None.

-

Fiscal Impact (Finance): **N/A**
$0.00

Legal Review (City Attorney): **N/A**
None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐ Other: .
File Name: CC Agendas 10-8-2025

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.5

MEETING DATE: October 8, 2025

SUBJECT: Approval of the 2026 City Holiday Schedule
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 3, 2025
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

This is to establish, designate, and declare legal holiday closures for 2026.

Recommendation:

Approval of Holiday schedule.

Attachments:

- 2026 City Holiday Schedule
- -

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. 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 10-8-2025

POST THROUGH DECEMBER 31, 2026

City of Truth or Consequences

2026 HOLIDAY SCHEDULE

The City of Truth or Consequences will observe the following legal public holidays in **2026.** Please notify your employees that City Offices will be closed on these days.

Martin Luther King Jr. Day	**will be observed on Monday**	**January 19, 2026**
Presidents Day	**will be observed on Monday**	**February 16, 2026**
Spring Day – 4 Hours	**will be observed on Friday**	**April 3, 2026**
Fiesta Day – 4 Hours	**will be observed on Friday**	**May 1, 2026**
Memorial Day	**will be observed on Monday**	**May 25, 2026**
Juneteenth	**will be observed on Friday**	**June 19, 2026**
Independence Day	**will be observed on Friday**	**July 3, 2026**
Labor Day	**will be observed on Monday**	**September 7, 2026**
Indigenous People Day	**will be observed on Monday**	**October 12, 2026**
Veterans Day	**will be observed on Wednesday**	**November 11, 2026**
Thanksgiving Day	**will be observed on Thursday**	**November 26, 2026**
Day after Thanksgiving	**will be observed on Friday**	**November 27, 2026**
Christmas Eve	**will be observed on Thursday**	**December 24, 2026**
Christmas Day	**will be observed on Friday**	**December 25, 2026**
New Year's Day/Eve	**will be observed on Friday**	**January 1, 2027**

PASSED, ADOPTED and **APPROVED** this **8th day of October, 2025**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.6

MEETING DATE: October 8, 2025

SUBJECT: H. New Business-Purchases $60,000 and Over
DEPARTMENT: Finance
DATE SUBMITTED: October 2, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Department
WHO WILL PRESENT THE ITEM: Finance Director

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than $20,000.

Recommendation:

Approval of Statewide Purchase Agreement #30-00000-23-00078- with Somos Solar Inc. for the NMDOT Electric Car Charging Agreement. Contingent of approved agreement and NOO.

Attachments:

- Engineering, Procurement & Construction Agreement- Contract #2025-10-003
- Manager Letter
- Legal Letter Review
- Requisition #95348
- State Price Agreement & NM Wage Decision
- Sample Photo-411 McAdoo St., T or C, NM 87901

Fiscal Impact (Finance): **Yes**

$641,341.00 Budgeted- 100% Reimbursement on Completion

Legal Review (City Attorney): **Yes**
See attached:

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☒ Finance ☒ Legal ☒ Other: Bo Easley, Electric Director

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A
Continued To: - Referred To: -
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File Name: CC Agendas 10-8-2025

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

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

October 2, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: SOMOS SOLAR INC/NMDOT/SWPA-ELECTRIC DEPARTMENT

The following reviews with the City Manager, Legal, the Electric Department, and Purchasing Department, the request for a new agreement with Somos Solar Inc. via Statewide Price Agreement #30-00000-23-00078 for a new electric car charging station located at 411 McAdoo St., T or C, NM 87901. In-between the Managers Office and Sierra Grande Lodge.

Following the contract approval there is a requirement for a Notice of Obligation (NOO) approved and accepted prior to moving forward for construction.

NMDOT Funding

Total Cost $ 641,341.00

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

Regards,

Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition # 95348

City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

August 27, 2025

City of Truth or Consequences
Attention: **Gary Whitehead**
gwhitehead@torcnm.org

RE: NMDOT Electric Car Charging Agreement

Dear Gary,

I will review the proposed Grant Agreement. Coincidentally, I have already given a legal opinion to Jocelyn, Bo and Steve House pertaining to the Somos Solar Inc. Electric Car Charging Agreement. I am enclosing a copy of my August 25, 2025 letter.

I note that both Contracts are for the identical amount of $641,341.00. So, it may be that the NMDOT Contract addresses most of my concerns as set forth in my August 25, 2025 letter.

Very sincerely,

Jaime F. Rubin, City Attorney
JFR: sjh
Cc: Jocelyn Holguin
Bo Easley
Steve House

City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

August 25, 2025

City of Truth or Consequences
Attention: **Jocelyn Holguin, Bo Easley**
jholguin@torcnm.org
beasley@torcnm.org

Steve House
shouse@triplehsolar.com

RE: Electric Car Charging Agreement

Dear Jocelyn, Bo and Steve,

I have reviewed the proposed Agreement, and here are my observations:

1. First Recital (P.4) – I don't think we need the word "power".

2. Paragraph 2. Responsibilities of Owner (Pp. 15-16) - Section 2.2 lists the owner responsibilities. We should satisfy ourselves that we can comply with these requirements. For example, paragraph 2.2 (Operating Personnel) mandates that the City "Provide Operating Personnel with requisite EVSE operating experience to provide operating support to contractor for the testing and commissioning of the Electric Charging System (EV) as provided in Section 3.18.

3. Paragraph 3. Responsibilities of Contractor (Pp. 17-20) – Similarly, the City should familiarize itself with the contractor's requirements and the contractor's scope of work (see Exhibit A-1, pp. 73-90) to satisfy itself that the City is receiving what is expected.

4. Paragraph 6 Payment (Pp. 24-27) – This paragraph refers us to a Milestone Payment Schedule as set forth in Exhibit 1. Exhibit 1 is only 1 page, and that schedule requires us to pay 60% of the contract price upon the issuance of the Notice to Proceed. Is that what we intended?

5. Paragraphs 15 (P. 36 Liquidated Damages) and Paragraph 19.2 (page 46 Owner's Rights and Remedies) should be read together. Our option of accepting $1,000.00 per day in liquidated damages should be in addition to our rights under Section 19.2 including our right to terminate.

6. Paragraph 21 (P. 51) – Discusses the contractor's obligation to obtain insurance, but that paragraph is vague as to the amounts of coverage limits.

There are provisions of the contract that protect the City, such as our right to reject work (paragraph 11, page 30), and the "Substantial Compliance" provision on paragraph 14 (p. 32).

Feel free to contact me if you have any questions or comments.

City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

Very sincerely,

Jaime F. Rubin, City Attorney
JFR: sjh

REQUISITION

Requisition #: 95348

Date: 09/29/2025

Vendor #: 9325

ISSUED TO: SOMOS SOLAR INC
3600 CERRILLOS RD STE 101
SANTA FE, NM 87507-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	1	DUAL PORT ICHARGING DC FAST UNITS		181,341.00	380-7058-80860	181,341.00
2	1	PROCUREMENT AND CONSTRUCTION		120,000.00	380-7058-80860	120,000.00
3	1	NETWORK MANAGEMENT FEE		13,000.00	380-7058-80860	13,000.00
4	1	GENERAL CONDITIONS		165,000.00	380-7058-80860	165,000.00
5	1	ELECTRICAL		75,000.00	380-7058-80860	75,000.00
6	1	ENGINEERING		20,000.00	380-7058-80860	20,000.00
7	1	JOB EQUIPMENT, CANOPIES (4 CAR CO\		67,000.00	380-7058-80860	67,000.00

PO Description: ELECTRIC CAR CHARGER STATION

Detailed Description:

Utilizing the Statewide Price Agreement #30-0000-23-00078- this project is 100% reimburseable on completion.

SUBTOTAL:	641,341.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	641,341.00

Authorized By: _____

Docusign Envelope ID: D7D6FDD6-58BA-4F1A-B941-5D75D9099682

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AB) Apic Solutions Inc.
(AD) Conti Energy Control LLC
(AE) Cordova Contracting & Development
(AF) Four Winds Mechanical HTC AC Inc
(AJ) Los Ebanistas Inc.
(AK) National Car Charging LLC
(AL) Paradise Power Company, Inc.
(AN) Pluma LLC
(AP) RT Electric Inc
(AQ) Red Seven Electric LLC
(AR) Somos Solar Inc.
(AS) Jefferson W Smith

Number: **30-00000-23-00078**

Amendment No.: **Three**

Term: **August 1, 2023 – July 31, 2026**

JO

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

Invoice:
As Requested at Time of Order

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title: **Electronic Vehicle Charging Stations**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 1, 2025 to July 31, 2026 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 7/21/2025

JO

LABOR RELATIONS DIVISION
401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: EV Charging Station
Requested Date: 09/08/2025
Approved Date: 09/09/2025
Approved Wage Decision Number: SI-25-2959-A

Wage Decision Expiration Date: 01/07/2026

2) Physical Location of Jobsite for Project:
Job Site Address: 401 McAdoo St.
Job Site City: Truth or consequences
Job Site County: Sierra

3) Contracting Agency Name (Department or Bureau): City of Truth or Consequences
Contracting Agency Contact's Name: Jocelyn Holguin
Contracting Agency Contact's Phone: (575) 740-7323 Ext.

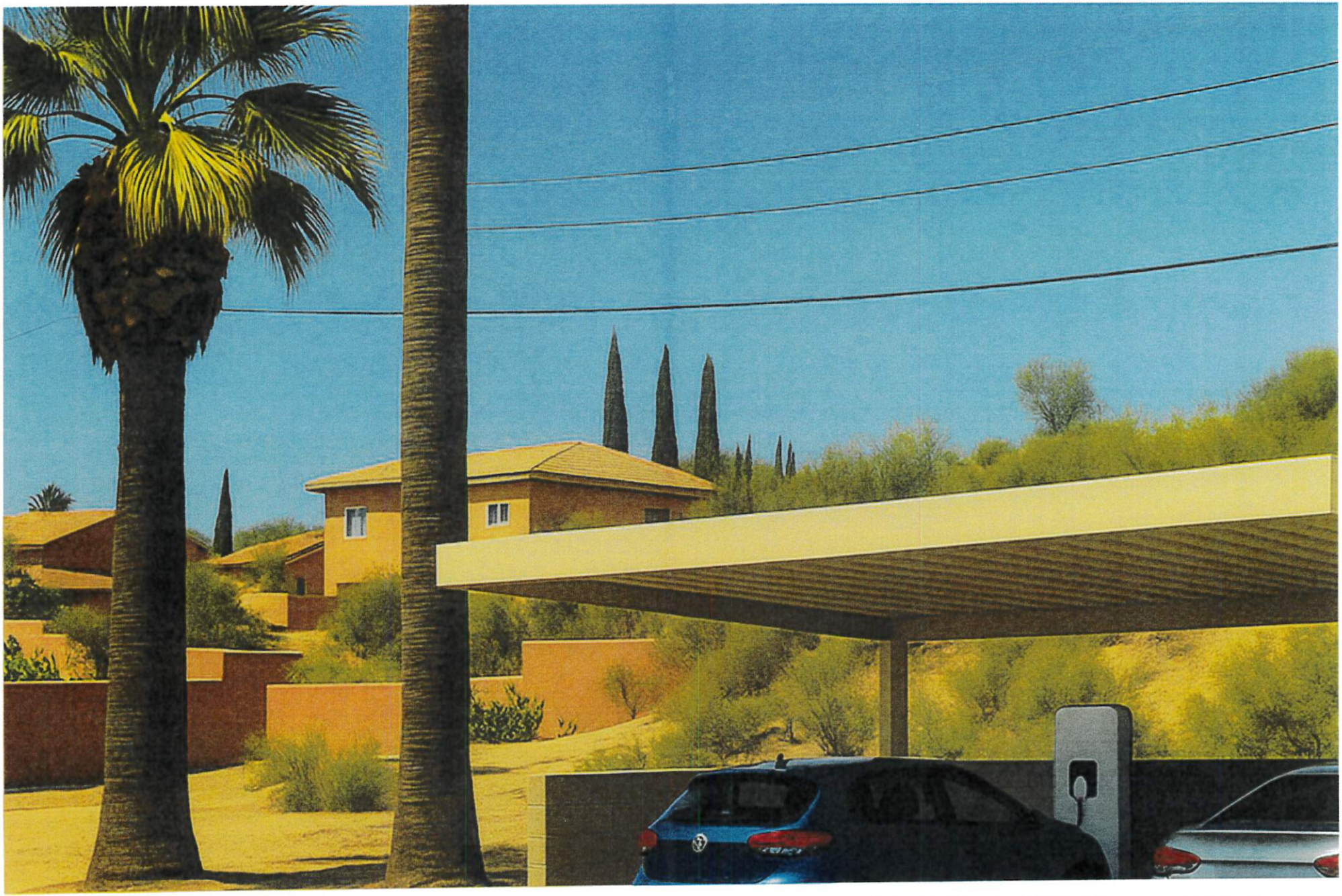
4) Estimated Contract Award Date: 10/01/2025

5) Estimated total project cost: $650,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?:
Design, Install, commission a publicly accessible 8/ Charging Station.
Station shall support DC Fast Charging {150kW per port)with SAE CCS connectors, maintain 97% uptime with repairs within 4872 hours, and provlde 2417 customer support. rnst.;Hatlon must meet UL SOE. NEC 625,5. FCC, .;nd NMDOTsignage standards and be performed by EVJTPcert!fled electrlclans.150 kW direct current fast charger (OCFQ at each respective location, Each charger must have a combined Charging System (CCS) Type 1 connector. Each charging stallon must supply power according to an EV/s power delivery request. ensuring that each port can dellver up to 150kW sJmu!taneouslywhlle accommodating load balancing and vehicle specific charging needs,

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) **Cost:** $650,000.00	Design, Install, commission a publicly accessible EV Charging Station. Station shall support DC Fast Charging (150kW per port} with SAE CCS connectors, maintain 97% uptime with repairs within 48w72 hours, and provide 2417 customer support. installation must meet UL SOE, NEC 625.5, FCC, and NMDOT slgnage standards and be performed by EVITP-certifled electricians. 150 kW direct current fast charger (DCFC) at each respective locatlon. Each

	charger must have a combined Charging system (CCS) Type 1 connector, Each charging station must supply power according to an EV/s power delivery request. ensuring that each port can deliver up to 1 SO kW simultaneously while accommodating load balancing and vehicle specific charging needs. 1. Site Preparation & Civil Work -Perform site surveys and layout. -Demolition. trenching, and excavation for underground conduit. -Concrete cutting, forming, pouring, and finishing for equipment pads and bollards. -Asphalt or concrete repair and site restoration after utility trenching. 2. . Electrical Work installation of underground and above-ground conduit and wiring. -Instalfation of electrical panels, switchgear, and distribution equipment as required, -Setting and wiring of EV charging stations (Level 2 and/or DC fast chargers). -Grounding. bonding, and testing per NEC and utility requirements. 3, Utility & Interconnection -Coordination with the local utility (e.g., PNM, El Paso Electric, or rural co-op) for Interconnection. -Installation of metering, service upgrades, and transformers (If required). -Inspection and commissioning with utility representatives. 4, Site Improvements -Installation of protective bollards, striping. and signage for EV charging stalls. -Lighting. ADA accessibility features, and safety markings as required. 5, Commissioning & Testing -Functionality testing of chargers and related electrical equipment. Verification of networking and payment systems (if applicable). -Training for owner/operator on operation and maintenance procedures. 6. Project Closeout- -As-built drawings and final documentation. -Warranty Information and O&M manuals. -Compliance certifications for wage determination posting, weekly certified payroll, and other statutory requirements.



ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

by and between

City of Truth or Consequences

and

Somos Solar, Inc.

dated

October 8, 2025

Contract # 2025-10-003

Project Name	**TBD_EV1**
BESS System Location	**On site**
Commercial Operation Date (COD)	**June 1, 2026**
Land & Engineering Design	**$ -**
Land Development Site Work	**$ -**
TOTAL COST	**$641,341**

ORIGINAL

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EXHIBITS

A Statement of Work

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- A-2 Owner-Provided Facilities and Services
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B Contractor Deliverables Table

C Permits

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- C-2 Contractor-Acquired Permits

D Contractor's Safety Procedures

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- F-1 Waiver and Release Upon Final Payment of Contractor
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J Site Descriptions

K Specified Suppliers and Specified Subcontractors

L Site Assumptions

M Form of Bonds

N Small Business Subcontracting Plan

O [RESERVED]

P EV Chargers Warranty Terms and Conditions

Q Change In Work Form

R [RESERVED]

S Form of Contractor's Invoice

T System Design and Application Document

ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

This ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT is made and entered into as of this October 8, 2025 (the "Effective Date"). This contract shall take effect immediately upon execution.

RECITALS

WHEREAS, Owner is developing an Electric Vehicle Charging Station power with a proposed installation of 1 EV chargers and ancillary system requirements located at 411 McAdoo St, Truth or Consequences, New Mexico, 87901, as more particularly described herein; and

WHEREAS, Owner desires to engage Contractor to design, engineer, procure, install, construct, test and commission the ELECTRIC VEHICLE CHARGING STATION for the Contract Price $641,341, and Contractor desires to provide such services, all in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sums to be paid to Contractor by Owner and of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1. Definitions.

For the purposes of this Agreement, the following terms shall have the following meanings:

"Abandon" means Contractor's failure or refusal to continue to diligently pursue or substantially perform the Work so as to complete the Project in substantial conformance with the Work Schedule and shall include instances in which Contractor has, in breach of its obligations under this Agreement: (a) suspended its operations at the Site; (b) reduced personnel at the Site; (c) removed required equipment from the Site; and (d) otherwise conducted its operations such that Contractor would not be capable of maintaining progress sufficient to achieve Substantial Completion of the Electric Vehicle Charging System (EV) by the Substantial Completion Guaranteed Date.

"AC" means alternating current.

"Affiliate" means, with respect to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is under common control with, or is controlled by such specified Person. For purposes of this definition, "control" means, with respect to any Person, the ability to control, influence or limit, directly or indirectly, the operations, business decisions or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Engineering, Procurement and Construction Agreement, including all Exhibits and attachments hereto, as the same may be modified, amended or supplemented from time to time in accordance with the terms hereof.

"Aggregate LD Cap" has the meaning set forth in Section 30.2(e).

"Applicable Law" means and includes any statute, license, law, rule, regulation, code, ordinance, judgment, injunction, arbitral award, decree, writ, legal requirement or order, of any national, federal, provincial, tribal, state or local court or other Governmental Authority, and the official, written judicial interpretations thereof, applicable to (a) a Project, the Work, the Electric Vehicle Charging System (EV), the Site or the Parties; (b) safety or the prevention of injury to persons or the damage to property on, about or adjacent to a Site or any other location where any other portion of the Work will be performed; (c) in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable, labor relations, employee relations, employment discrimination, affirmative action, employee benefits, fair labor standards, family and medical leave, immigration, payment of wages, pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project, hours of employment or other terms and conditions of employment; (d) protection of human health or the environment; or (e) emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, groundwater, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, Hazardous Materials or other industrial, toxic materials or wastes, as now or may at any time hereafter be in effect.

"Applicable Permit(s)" means each national, state, local or other license, consent, waiver, appraisal, authorization, ruling, exemption, variance, order, judgment, decree, declaration, regulation, certification, filing, recording, permit (including, where applicable, conditional permits) or other approval with, from or of any Governmental Authority, including each and every environmental, construction, operating or occupancy permit, that is required by Applicable Law for the performance of the Work or operation and maintenance of the Electric Vehicle Charging System (EV) , including those set forth in Exhibit C-1 and the Contractor-Acquired Permits set forth in Exhibit C-2.

"Business Day" means a day, other than a Saturday or Sunday or a public holiday, on which banks are generally open for the transaction of business in the

"Capacity LD Cap" has the meaning set forth in Section 30.2(d).

"Capacity Liquidated Damages" means the amount calculated pursuant to Section 15.2.2 by multiplying the Contract Price by a fraction, the numerator of which shall be equal to the difference between the Guaranteed Capacity and the Tested Capacity and the denominator of which shall be equal to the Guaranteed Capacity.

"Capacity Liquidated Damages Guarantee" has the meaning set forth in Section 15.2.

"Capacity Test" or "Capacity Testing" means the test described in Exhibit H-2.

"Capacity Test Procedures" means the written test procedures, standards, protective settings and testing programs for the Capacity Test developed pursuant to Section 13.3 and Exhibit H-2.

"Change In Law" means the enactment, adoption, promulgation, modification (including a written change in interpretation by a Governmental Authority), or repeal after the Effective Date of any Applicable Law that materially and adversely affects the Work; provided, however, that (a) a change in any national, federal, state or provincial income Tax law (or any other Tax law based on income), or any other law imposing a tax, duty, levy, impost, fee, royalty, or similar charge based on the importation or exportation of any item or service for which Contractor is responsible hereunder shall not be a Change In Law pursuant to this Agreement; and (b) the final enactment, modification, amendment or repeal of an Applicable Law prior to the

Effective Date with an effective date of such action that falls after the Effective Date shall not be a Change In Law pursuant to this Agreement.

"Change In Work" means a change in the Work as defined in Section 16.1.

"Change In Work Form" means the form prepared in respect of a Change In Work in the form attached hereto as Exhibit Q.

"Claim Notice" has the meaning set forth in Section 23.6.

"Commercially Reasonable Efforts" means, with respect to any action required to be made, attempted or taken by a Party under this Agreement, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action; and (b) is consistent with Industry Standards and Applicable Law, taking into consideration the costs of such action (including whether such cost is reasonable), the amount of notice of the need to take such action, the duration and type of action and the commercial and regulatory environment in which such action occurs.

"Commissioning Plan" has the meaning set forth in Exhibit H-1.

"Confidential Information" has the meaning set forth in Section 24.1.

"Contract Interest Rate" has the meaning set forth in Section 6.5.

"Contract Price" has the meaning set forth in Section 5.1.

"Contractor" has the meaning set forth in the preamble and shall include any of its permitted successors and assigns.

"Contractor-Acquired Permits" means the permits, approvals, consents and certifications, other than Owner-acquired permits, required for the performance of the Work including those set forth in Exhibit C-2.

"Contractor Credit Support" means either the Performance Bond or the Warranty Bond or both of them, as the context requires.

"Contractor Cure Period" has the meaning set forth in Section 19.2.

"Contractor Deliverable" means all of the deliverables set forth on the Contractor Deliverables Table.

"Contractor Deliverables Table" means the table of Contractor Deliverables attached hereto as Exhibit B.

"Contractor Event of Default" has the meaning set forth in Section 19.1.

"Contractor Financing Parties" means (a) any and all lenders providing senior or subordinated construction, interim or long-term debt financing or refinancing to Contractor or its Affiliates or (b) any Person providing credit support to Contractor or its Affiliates, in each case, in connection with the Electric Vehicle Charging System (EV) or a portfolio of projects (including any other Electric Vehicle Charging System (EV) that Contractor is developing for or on behalf of Owner or any Affiliate of Owner), and, in each case, any trustee or agent acting on Contractor's or its Affiliates behalf.

"Contractor Hazardous Materials" has the meaning set forth in Section 27.1.

"Contractor Indemnitee" has the meaning set forth in Section 23.3.

"Contractor Lien" has the meaning set forth in Section 28.1.

"Contractor's Invoice" means an invoice from Contractor to Owner prepared by Contractor and in a form attached as Exhibit S.

"Contractor's Project Manager" means the project manager designated by Contractor pursuant to Section 3.4 or any other project manager appointed by Contractor, subject to the consent of the Owner, whose consent shall not be unreasonably denied or delayed.

"Contractor's Safety Procedures" means those procedures and protocols noted on Exhibit D.

"Cure Period" has the meaning set forth in Section 15.2, as the same may be extended pursuant to Section 15.4.

"Data Acquisition System" or **"DAS"** has the meaning set forth in Exhibit A-1.

"DC" means direct current.

"Defect" means, as the context requires, any Equipment, engineering, design or installation Work, in each case, that does not conform in any material respect to the standards set forth in this Agreement, the Statement of Work, Applicable Law or the Contractor Deliverables.

"Defect Warranty" means the warranties of Contractor under Section 17.1.1.

"Defect Warranty Period" has the meaning set forth in Section 17.2.1.

"Delay LD Cap" has the meaning set forth in Section 30.2(c).

"Delay Liquidated Damages" has the meaning set forth in Section 15.1.

"Delay Notice" has the meaning set forth in Section 8.2.1.

"Design Warranty" has the meaning set forth in Section 17.1.2.

"Design Warranty Period" has the meaning set forth in Section 17.2.2.

"Disclosing Party" has the meaning set forth in Section 24.1.

"Dispute" has the meaning set forth in Section 31.1.

"Dollars," "dollars" or **"$"** means United States Dollars.

"Effective Date" has the meaning set forth in the preamble.

"Equipment" means the Electric Vehicle Charging System (EV) and all materials, supplies, apparatus, devices, equipment, machinery, tools, components, instruments and appliances (other than the Owner-Provided Facilities and Services) that are to be incorporated into the Electric Vehicle Charging System (EV), whether provided by Contractor or any Subcontractor.

"Event of Default" means either a Contractor Event of Default or an Owner Event of Default, as the context may require.

"Excusable Event" means an event that adversely affects Contractor's performance of the Work, to the extent such event is attributable to: (a) an Unforeseeable Site Condition, (b) a failure of the Electric Vehicle Charging System (EV) (or any system thereof) caused by an event (other than a Force Majeure

Event, Change In Law or an Owner-Caused Delay) that is external to the Electric Vehicle Charging System (EV) and beyond the reasonable control of Contractor (such as a grid outage or disturbance), (c) the occurrence of a Change In Law or a change in Industry Standards or (d) the occurrence of an Owner-Caused Delay.

"Fence" means the permanent fence for the Site to be provided by Contractor as set forth in Exhibit A-1.

"Final Completion" means satisfaction by Contractor or waiver by Owner of all of the conditions set forth in Section 14.4 for Final Completion of the Electric Vehicle Charging System (EV) .

"Final Completion Date" has the meaning set forth in Section 14.5.

"Final Contractor's Invoice" has the meaning set forth in Section 6.6.

"Final Payment" has the meaning set forth in Section 6.6.

"Force Majeure Event" means any event or circumstance that prevents a Party from timely performing its obligations under this Agreement and that is not within the reasonable control of, or that is not the result of the negligence, willful and wanton misconduct or intentional misconduct of, the claiming Party and that, by the exercise of reasonable due diligence the claiming Party is unable to overcome or avoid or cause to be avoided. Depending on the facts and circumstances, the following may constitute such an event: including war, terrorist act, public disorder, expropriation, confiscation or nationalization, blockage of exports of essential equipment by any non-U.S. governmental authorities imposed after the Effective Date; the action or inaction of a Governmental authority, fire, explosion, epidemic, quarantine, unusually severe weather conditions, or other acts of God; provided, however, that the following shall not constitute a Force Majeure Event:

(a) with respect to Labor Disputes and labor matters, the following shall not constitute a Force Majeure Event: (i) any labor shortage affecting Contractor or any Subcontractor; (ii) any Labor Disputes involving strikes, walkouts, boycotts, or disturbances directed specifically at Contractor or any Subcontractors; or (iii) any labor disturbances, disputes, boycotts or strikes (whether primary or secondary in nature) involving Contractor or any Subcontractors taking place at the Site, or a facility of Contractor or any Subcontractors;

(b) mechanical or equipment failure (so long as such failure was not itself caused by a Force Majeure Event); and

(c) normal climatic conditions based on a twenty-five (25) year history of weather at the Site.

"Full Notice to Proceed" means a Notice signed by a representative of Owner to Contractor authorizing Contractor to commence and complete all Work for the Electric Vehicle Charging System (EV) under this Agreement.

"Full Notice to Proceed Date" means the first Business Day after the Owner provides Contractor with the Full Notice to Proceed for the Electric Vehicle Charging System (EV) .

"Functional Test" means the test to determine the functionality of the Electric Vehicle Charging System (EV) as set forth in the Functional Test Phase description in Exhibit H-2.

"Governmental Authority" means applicable national, federal, state, tribal, provincial, and local governments and all agencies, authorities, departments, instrumentalities, courts, tribunals, corporations, other authorities lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or other subdivisions of any of the foregoing having a regulatory interest in or jurisdiction over the Site, the Project, the Work or the Parties, including any non-governmental body administering, regulating or having general oversight over system reliability, safety, the environment, or gas, electricity, or power generation, distribution or transmission, including the North American Electric Reliability Corporation and the Western Electricity Coordinating Council.

"Hazardous Materials" means any chemical, substance or material regulated or governed by any Applicable Permit, or any substance, emission or material now or hereafter deemed by any Governmental Authority to be a "regulated substance," "hazardous material," "hazardous waste," "hazardous constituent," "hazardous substance," "toxic substance," "radioactive substance" or "pesticide".

"Indemnitee" means an Owner Indemnitee or a Contractor Indemnitee, as the context may require.

"Industry Standards" means those practices, methods, techniques, standards and acts (a) engaged in or approved by a significant portion of the regulated electric vehicle charging industry in the United States, including the practices, methods, techniques, standards and acts which, in the exercise of reasonable judgment are expected to accomplish a desired result consistent with good business practices, reliability, and safety in connection with the design, supply, construction, start-up, testing, commissioning, completion, operation or maintenance of similar work on projects of the same or similar size and type and at similar locations as the Project and the exercise of that degree of skill, diligence, prudence and foresight that would reasonably be expected from a skilled and experienced licensed engineer or contractor employing generally accepted professional standards with respect to the performance of the Work expected to accomplish the desired result in a manner consistent with Applicable Laws, Applicable Permits, codes and standards, reliability, safety, environmental protection, economy and expediency; and (b) that conform in all material respects to the design, engineering, construction, testing, operation, maintenance and other recommendations and guidelines applicable to the Work in question. Industry Standards is not intended to be the optimum practice, method or acts to the exclusion of all others, but rather is intended to be any of the practices, methods or actions generally accepted in the United States that meet the foregoing standards. To the extent that the standards of construction, workmanship, Equipment and components specified in Exhibit A exceed Prudent Utility Practice, then the standards imposed by this Agreement control.

"Installation Requirements" has the meaning set forth in Section 17.1.3.

"Intellectual Property Claim" means a claim or legal action for unauthorized disclosure or use or infringement of any trade secret, foreign or domestic patent or patent rights, copyright, trademark rights, service mark or other intellectual property (whether or not legally protected or protectable) in connection with, arising out of or in any way related to Contractor's performance (or that of its Affiliates or Subcontractors) under this Agreement.

"Intellectual Property Rights" means all licenses, trade secrets, copyrights, patents, trademarks, proprietary information or other ownership rights necessary for the ownership, operation, maintenance and decommissioning of the Electric Vehicle Charging System (EV) .

"Invention" has the meaning set forth in Section 25.1.

"Invoice Payment" has the meaning set forth in Section 6.4.

"Issuer" means a United States surety or a foreign insurer with a United States branch with an A.M. Best Insurance financial strength rating of A VIII or better in the latest edition of A.M. Best and that is Treasury listed.

"Labor Dispute" means work stoppages, slowdowns, strikes, disputes, disruptions, boycotts, walkouts and other labor difficulties.

"Limited Notice to Proceed" or **"LNTP"** means a Notice signed by an authorized representative of the Owner to the Contractor authorizing Contractor to perform the LNTP Work for the Electric Vehicle Charging System (EV) .

"Limited Notice to Proceed Date" means the first Business Day after the Owner provides the Contractor with the Limited Notice to Proceed for the Electric Vehicle Charging System (EV) .

"LNTP Work" has the meaning set forth in Section 7.1.

"Losses" means, subject to Section 30, any and all actions, suits, judgments claims, demands, costs, charges, expenses, liabilities (including liabilities arising out of the application of the doctrine of strict liability), losses, penalties, injuries, interest or damages, whether arising in equity, at common law, or by statute, or under the law of contract, tort or property, of whatsoever kind and nature, including reasonable attorney fees, court or arbitration costs and fees, expert costs and fees, and expenses and costs of investigation.

"Mechanical Completion" means that the Electric Vehicle Charging System (EV) is mechanically, electrically and functionally complete and ready for initial operations, adjustment and testing, except for Non-Critical Deficiencies; Mechanical Completion shall not occur before satisfaction of all the following: (a) all systems, including those required for the safe, routine and efficient operation and control have been constructed and commissioned and (b) all systems have been placed into service for the purpose for which the Electric Vehicle Charging System (EV) is intended.

"Milestone Item" means a discrete portion of the Work as set forth in Exhibit G.

"Milestone Payment Schedule" means the Milestone Payment schedule attached hereto as Exhibit I.

"Chargers Warranty Terms and Conditions" means the terms and conditions set forth in Exhibit P.

"Monthly Progress Report" means a written monthly progress report prepared by Contractor in form and content consistent with Section 7.4, "Progress Reporting", or in a form and content as otherwise directed by Owner.

"MV" means medium voltage.

"KW" means kilowatt.

"Non-Critical Deficiencies" means an item of Work that: (a) Owner or Contractor identifies as requiring completion or containing Defects; (b) does not delay or impede the safe operation of the Electric Vehicle Charging System (EV); and (c) does not materially affect the capacity, efficiency, reliability, operability, safety or mechanical or electrical integrity of the Electric Vehicle Charging System (EV).

"Notice" or **"Notification"** means a written communication between authorized representatives of the Parties required or permitted by this Agreement and conforming to the requirements of Article 29.

"Notice of Final Completion" means a Notice from Contractor to Owner stating that Contractor has satisfied the requirements for Final Completion under Section 14.5.

"Notice of Substantial Completion" means a Notice from Contractor to Owner stating that Contractor has satisfied the requirements for Substantial Completion under Section 14.3.

"Notify" means to provide a Notice or Notification.

"Operating Personnel" means the personnel designated by Owner, or by an entity providing operating services for Owner, to operate the Electric Vehicle Charging System (EV) (including all operators, instrument technicians and supervisors and Owner's contractors (other than Contractor or any Affiliate of Contractor)).

"Owner" has the meaning set forth in the preamble and shall include any of its permitted successors and assigns.

"Owner-Caused Delay" means, with respect to the Work, a delay in Contractor's performance of any material item of the Work or to the Work Schedule to the extent actually and demonstrably caused by the performance or failure to perform by Owner.

"Owner Critical Path Items" means the items identified in Exhibit G as performance obligations of Owner.

"Owner Directive" shall have the meaning set forth in Section 16.7.

"Owner Event of Default" has the meaning set forth in Section 19.3.

"Owner Indemnitee" has the meaning set forth in Section 23.2.

"Owner Interconnection Facilities" means the facilities and equipment for the Electric Vehicle Charging System (EV) that are owned by Owner and located between (and including) the Electric Vehicle Charging System (EV) Interconnection Switchgear and the point where the Electric Vehicle Charging System (EV) and such Electric Vehicle Charging System (EV) Interconnection Switchgear are physically and electrically interconnected with the applicable electric system.

"Owner-Provided Facilities and Services" means, within the parameters set forth on Exhibit A-2, (a) the Owner Interconnection Facilities, (b) the office laydown space at the Site for Contractor to place its construction trailers, (c) the equipment and materials laydown area at the Site, (d) the Project's rights-of-way and easements and electrical service (limited to 110v/220v), and (f) other items to be provided by Owner pursuant to Exhibit A-2.

"Owner-Provided Information" means, with respect to the Project, the information provided by or on behalf of the Owner as set forth in Exhibit A-3.

"Owner Representative" means the Owner's representative for the Project(s) designated by Owner pursuant to Section 2.1.

"Owner's Certificate of Final Completion" means a certificate of Owner certifying that Final Completion has occurred.

"Owner's Certificate of Substantial Completion" means a certificate from Owner certifying that

Substantial Completion has occurred.

"Owner's Engineer" means any engineering firm or firms or other engineer or engineers (which may be employee(s) of Owner) selected and designated by the Owner.

"Owner's Separate Contractors" means each contractor or other Person that is in direct or indirect contractual privity with Owner and that performs any work in respect of the Project, but excluding Contractor and each Person in direct or indirect contractual privity with Contractor, including in such exclusion each Subcontractor.

"Performance Bond" means a bond in the form attached hereto as Exhibit M, issued by an Issuer in an amount equal to fifty percent (50%) of the Contract Price, or such other performance security in form, amount and from an Issuer acceptable to Owner.

"Person" means any natural person, corporation, company, voluntary association, partnership, incorporated organization, trust, limited liability company, joint venture, firm, unincorporated organization, or any other entity or organization, including any Governmental Authority. A Person shall include any officer, director, member, manager, employee or agent of such Person.

"Pre-Existing Contamination" means any Hazardous Materials present at or under the Site, whether introduced before or after the Effective Date, that are not Contractor Hazardous Materials.

"Preliminary Notice" has the meaning set forth in Section 28.3.

"Project" means the Electric Vehicle Charging System (EV) and the Owner Interconnection Facilities for the Electric Vehicle Charging System (EV) .

"Proposed Punchlist" has the meaning set forth in Section 14.1.1.

"Punch List" has the meaning set forth in Section 14.1.1.

"Punchlist Amount" means the cost or estimated cost to complete any Punchlist item as approved or deemed approved by the Parties.

"EVSE" means electric vehicle supply equipment.

"Electric Vehicle Charging System (EV) Interconnection Switchgear" means, with respect to the Project, the Electric Vehicle Charging System (EV) interconnection switchgear that is designed, engineered, procured and constructed by Owner (or Owner's Separate Contractors) for the Project and which supplies the feeds from the Distribution Power Provider for the Project and supplies voltage as required for electrical interconnection to the Electric Vehicle Charging System (EV).

"ELECTRIC VEHICLE SUPPLY EQUIPMENT (EV)" means the Electric Vehicle Charging System (EV) acquired by Contractor or its Affiliates for the performance of the Work, which will form in part the Electric Vehicle Supply Equipment (EVSE).

"Receiving Party" has the meaning set forth in Section 24.1.

"Remedial Plan" means a plan prepared by Contractor regarding the actions to be taken and the schedule to remedy failures to meet the Guaranteed specifications for the Electric Vehicle Charging System (EV), as submitted to and approved by Owner pursuant to Section 15.2

"Required Manuals" means operation and maintenance manuals, which are reasonably necessary to

safely and efficiently operate, maintain and shut down the Electric Vehicle Charging System (EV) , as set forth on Exhibit B.

"SDA" has the meaning set forth in Section 17.1.3.

"Site" means the site of the Electric Vehicle Charging System (EV), as more particularly described in Exhibit J.

"Site Assumptions" means the assumptions relating to the Site described in Exhibit L.

"Site Conditions" means the physical and other conditions at the Site and the surrounding area as a whole, including conditions relating to the environment, transportation, access, waste disposal, handling and storage of materials, the availability and quality of electric power, the availability and quality of water (including raw water), topography, ground surface conditions, subsurface geology, and nature and quantity of surface and subsurface materials (including Hazardous Materials).

"Site Plan" means the plan that is part of the design package for the Electric Vehicle Charging System (EV) to be developed by Contractor as set forth in Exhibit B.

"Site Safety Officer" has the meaning set forth in Section 3.12.

"Standard Test Conditions" or **"STC"** has the meaning set forth in Exhibit H-2.

"Statement of Work" means the requirements regarding the Work set forth in Exhibit A-1.

"Subcontractor" means any Person, including any Supplier, other than Contractor or its Affiliates, that performs any portion of the Work in furtherance of Contractor's obligations under this Agreement.

"Substantial Completion" means the satisfaction of all of the conditions for the Electric Vehicle Charging System (EV) as set forth in Section 14.2.

"Substantial Completion Date" has the meaning set forth in Section 14.3.

"Substantial Completion Guaranteed Date" means the date which is one hundred twenty (120) days after the Full Notice to Proceed Date of the Electric Vehicle Charging System (EV), as such date may be adjusted pursuant to the terms hereof.

- **"Successfully Run"** means (a) with respect to the minimum uptime test, that (i) the Uptime and Reliability Test was completed in accordance with the procedures, conditions and requirements for the proper performance of such test set forth in Exhibit H-2 and (ii) the results from the Uptime and Reliability Test (taking into account any deviations from the Standard Test Conditions) demonstrate that the Electric Vehicle Charging System (EV) has successfully achieved at least the Minimum Guaranteed Uptime as set forth in Exhibit H-2; and (b) the Functional Test was completed in accordance with the provisions of Exhibit H-2 and demonstrated that the Electric Vehicle Charging System (EV) is capable of producing the appropriate charging level.

"Supplier" means a Person that supplies Equipment directly to Contractor in connection with the performance of the Work.

"Suspension for Cause" has the meaning set forth in Section 20.3.2.

"Suspension for Convenience" has the meaning set forth in Section 20.3.1.

"Taxes" means any and all forms of taxation, charges, duties, imposts, levies and rates whenever

imposed by any Governmental Authority, including sales tax, gross receipts tax, use tax, compensating tax, income tax, withholding taxes, corporation tax, franchise taxes, capital gains tax, capital transfer tax, inheritance tax, rates, water rates, value added tax, customs duties, capital duty, excise duties, betterment levy, stamp duty, stamp duty reserve tax, national insurance, payroll, social security or other similar contributions, and generally any tax, duty, impost, levy or rate or other amount and any interest, penalty, fine or other amount due in connection therewith.

"Tested Uptime & Reliability" means the tested Uptime and Reliability for the Electric Vehicle Charging System (EV) as set forth in Exhibit H-2.

"Transmission Provider" has the meaning set forth in Exhibit A-1.

"Unforeseeable Site Conditions" has the meaning set forth in Section 12.1.

"United States" means the United States of America.

"Waiver and Release Upon Final Payment" means a written statement of Contractor substantially in the form attached hereto as Exhibit F-1.

"Waiver and Release Upon Progress Payment" means a written statement of Contractor substantially in the form attached hereto as Exhibit F-2.

"Warranty" means the Defect Warranty or the Design Warranty, as the context requires.

"Warranty Bond" means a bond in the form attached hereto as Exhibit M, issued by an Issuer in an amount equal to twenty percent (20%) of the Contract Price, or such other performance security in form, amount and from an Issuer acceptable to Owner.

"Warranty Period" means the Defect Warranty Period or the Design Warranty Period, as the context requires.

"Work" means all of Contractor's obligations set forth in Exhibit A-1.

"Work Schedule" means the work schedule for the Electric Vehicle Charging System (EV), attached as Exhibit G, describing the time of completion by Contractor of the Milestone Items and describing the time of completion by Owner of the Owner Critical Path Items, as such schedule may be modified in accordance with Section 7.3.

1.2. **Exhibits.**

This Agreement includes the Exhibits annexed hereto and any reference in this Agreement to an "Exhibit" by letter designation or title shall mean one of the Exhibits identified in the table of contents or otherwise identified in this Agreement and such references shall indicate such Exhibit herein. Each Exhibit attached hereto is incorporated herein in its entirety by this reference.

1.3. **Interpretation.**

(a) Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(b) The terms such as "hereof," "herein," "hereto," "hereinafter" and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Agreement taken as a whole.

(c) When a reference is made in this Agreement to an Article, Section, subsection, preamble, recital, schedule or Exhibit, such reference is to an Article, Section, subsection, preamble, recital, schedule or Exhibit of this Agreement unless otherwise specified.

(d) The word "include," "includes," and "including" when used in this Agreement shall be deemed to be followed by the words "without limitation," and, unless otherwise specified, shall not be deemed limited by the specific enumeration of items, but shall be deemed without limitation. The term "or" is not exclusive.

(e) A reference to any Party to this Agreement or any other agreement or document shall include such Party's predecessors, successors and permitted assigns.

(f) Without adversely impacting a Party's remedies with respect to a Change In Law, reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, and all rules and regulations promulgated thereunder.

(g) The Parties have participated jointly in the negotiation and drafting of this Agreement. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof.

1.4. Headings.

All headings or captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

1.5. Conflicts in Documentation.

This Agreement, including the Exhibits hereto, shall be taken as mutually explanatory. If either Party becomes aware of an express conflict between the provisions of this Agreement or any Exhibit hereto, such Party shall immediately Notify the other Party of such conflict. In the event of a conflict between any provision within Articles1 through 32 of this Agreement and an Exhibit, the provisions of Exhibits A and H shall take precedence over Articles 1 through 32 of this Agreement, which articles shall in turn take precedence over the remaining Exhibits.

1.6. Documentation Format.

This Agreement and all documentation to be supplied hereunder shall be in the English language and all units of measurement in the design process, specifications, drawings and other documents shall be specified in dimensions as customarily used in the United States.

2. RESPONSIBILITIES OF OWNER

Owner shall, at Owner's cost and expense:

2.1. Owner Representative.

Designate (by a Notice delivered to Contractor) an Owner Representative, who shall act as the single point of contact on behalf of the Owner with respect to the prosecution and scheduling of the Work and any issues relating to this Agreement. Owner may designate a new Owner Representative from time to time by a Notice delivered to the Contractor.

2.2. **Operating Personnel.**

Provide Operating Personnel with requisite EVSE operating experience to provide operating support to Contractor for the testing and commissioning of the Electric Vehicle Charging System (EV) as provided in Section 3.18.

2.3. **Applicable Permits.**

Obtain all Applicable Permits, including those set forth in Exhibit C-1, but excluding the Contractor-Acquired Permits. Owner shall use Commercially Reasonable Efforts to obtain the utility exemption from the building and construction permit requirements for the Electric Vehicle Charging System (EV) under laws of the State of New Mexico, if applicable. Owner shall provide such reasonable assistance as the Contractor may reasonably request in connection with obtaining any Contractor-Acquired Permits promptly after the Contractor's request.

2.4. **Electrical Interconnection and Owner-Provided Facilities and Services.**

Engineer, design, construct and commission the Owner Interconnection Facilities and the other Owner-Provided Facilities and Services for the Electric Vehicle Charging System (EV) in accordance with the applicable provisions of the Work Schedule.

2.5. **Owner-Provided Information.**

Provide the Owner-Provided Information and all information required to be provided by Owner pursuant to Exhibit A-3 for the Project to Contractor on or prior to the applicable date set forth on Exhibit A-3.

2.6. **Owner's Separate Contractors.**

Retain, at Owner's sole cost, determination and responsibility, Owner's Separate Contractors.

2.7. **Access to Site.**

Provide, as of the Limited Notice to Proceed Date for the Electric Vehicle Charging System (EV), reasonable access to the Site for the Electric Vehicle Charging System (EV) in conformance with the Work. Contractor shall comply with Contractor's Safety Procedures and with reasonable security procedures (if any) to the extent Owner has provided such security procedures to Contractor.

2.8. **Cooperation.**

Cooperate and cause Owner's Separate Contractors to cooperate with Contractor and the Subcontractors who may be working at or near the Site.

2.9. **Procurement Oversight.**

Owner is considered a government contractor, and applicable Federal Acquisition Regulations will apply to all procurement activities of the Contractor and its Suppliers and Subcontractors. Owner will be responsible for review of Contractor's subcontract plan and small business/small disadvantaged business reporting as it relates to this Agreement and will have audit rights as set forth in this Agreement to ensure the plan is consistent with Exhibit N. Owner does not anticipate having any direct procurement role in connection with Contractor's performance of the Work under this Agreement.

2.10. **Other Owner Responsibilities.**

Owner shall perform its other duties and responsibilities set forth in this Agreement, including Exhibits A-2, G and I.

3. RESPONSIBILITIES OF CONTRACTOR

Contractor shall:

3.1. General.

Perform (or cause to be performed through Subcontractors), furnish and be responsible for all of the Work. Contractor acknowledges and agrees that this Agreement constitutes a fixed price (subject to the terms hereof) obligation to engineer, design, procure, construct, test and commission the Electric Vehicle Charging System (EV) .

3.2. Performance of Work.

Perform and complete all of the Work in accordance with the terms of this Agreement, Applicable Law and Industry Standards. Contractor shall provide, or cause to be provided through Subcontractors, all necessary labor and supervision to perform the Work.

3.3. Design and Construction of the Electric Vehicle Charging System (EV) .

Design, engineer and construct the Electric Vehicle Charging System (EV) so that it meets the requirements of the Contractor Deliverables, and is capable of operation in compliance with Industry Standards and Applicable Laws in effect at the time of the Substantial Completion.

3.4. Contractor's Project Manager.

Designate (by a Notice delivered to Owner within two (2) Business Days after the issuance of the Limited Notice to Proceed under this Agreement) a Contractor's Project Manager who shall have full responsibility for the prosecution of the Work and shall act as a single point of contact in all matters on behalf of Contractor. Contractor may designate a new Contractor's Project Manager from time to time by a Notice delivered to Owner, subject to Owner's consent, whose consent shall not be unreasonably denied or delayed. At all times when Work is in progress at the Site, Contractor's Project Manager or his authorized nominee shall be on Site so as to properly supervise the Work in progress. Contractor's Project Manager shall be deemed to have full authority to act on behalf of Contractor. Notices given by Owner to Contractor's Project Manager shall be deemed as having been given to Contractor.

3.5. Budget Limitation Clause.

The Parties acknowledge and agree that the total cost for the Scope of Work—including but not limited to engineering, procurement of materials, and construction activities related to the electric vehicle charging infrastructure—shall not exceed the total amount awarded to the Grantee under the New Mexico Department of Transportation (NMDOT) Electric Vehicle Infrastructure Grant. Under no circumstances shall Truth or Consequences be responsible for any costs or expenses that exceed the reimbursable amount as authorized by the NMDOT. The Contractor shall be solely responsible for managing project expenses within this awarded budget, and Truth or Consequences shall not be liable for any cost overruns beyond the reimbursed grant amount.

3.6. Operations and Maintenance Commitment.

In recognition that the New Mexico Department of Transportation (NMDOT) Electric Vehicle Infrastructure Grant does not provide funding or coverage for post-commissioning operations and maintenance, Somos Solar, Inc. ("Somos") agrees to assume full responsibility for the Operations and Maintenance (O&M) of the electric vehicle charging infrastructure for a period of five (5) years following the date of commissioning. This includes all scheduled maintenance, repairs, monitoring, and support to ensure continuous and reliable operation of the equipment. Truth or Consequences shall not be liable for any routine O&M-related costs during this period, and Somos shall ensure that all routine O&M activities are

performed in accordance with industry standards, manufacturer requirements, and applicable regulations.

3.7. **Utilities and Services.**

3.7.1. Provision of Services.

Install, connect and maintain at its own expense during its performance under this Agreement, all utilities, facilities and services, as set forth in Exhibit A-1 (other than the Owner-Provided Facilities and Services) required for the performance of the Work.

3.7.2. Payment.

Pay when due all construction utility usage charges and arrange with local authorities and utility companies having jurisdiction over the Site for the provision of utilities other than or in excess of the utilities provided as part of the Owner-Provided Facilities and Services.

3.7.3. Supply of Construction Facilities.

Other than the Owner-Provided Facilities and Services, obtain all supplies or services required for the performance of the Work but which do not form a permanent part of the completed Work.

3.8. **Inspection.**

Perform all inspection and other services required for performance of the Work, including inspecting all Equipment.

3.9. **Organization.**

Maintain staff that are dedicated to the completion of the Work, and that have the technical and managerial expertise to control and execute the Work in accordance with the requirements of this Agreement. Contractor shall consult with Owner prior to taking any action with respect to any Labor Dispute involving any labor union affecting Contractor's performance of the Work at the Site or surrounding area.

3.10. **Contractor-Acquired Permits; Assistance with Owner-Acquired Permits.**

Prepare, apply for, obtain and maintain all Contractor-Acquired Permits. Contractor shall execute such applications as Owner may reasonably request in connection with obtaining Owner-acquired permits promptly after Owner's request.

3.11. **Hazardous Materials Disposal System.**

To the extent required by Applicable Law, prepare and maintain accurate and complete documentation of all Contractor Hazardous Materials used by Contractor or Subcontractors at the Site in connection with the Work, and of the disposal of any such materials, including transportation documentation and the identity of all Subcontractors providing Hazardous Materials disposal services to Contractor at the Site. Copies of all documentation required under this Section 3.9 shall be timely provided to the Owner upon the Owner's reasonable request.

3.12. **Maintenance of Site.**

Maintain the Site clear of debris, waste material and rubbish. Contractor shall dispose of such debris, waste material and rubbish in accordance with Applicable Law.

3.13. **Site Security.**

Until Final Completion, provide all necessary and reasonably appropriate site security at the Site for the protection of the Work.

3.14. **Safety.**

During the performance of the Work at the Site, be responsible for the safety oversight of the Persons at the Site and for the safe performance of the Work at the Site, in each case in accordance with Owner's and Contractor's Safety Procedures. By written Notice to Owner prior to commencement of the Work at the Site, Contractor shall designate an officer who shall be responsible for safety issues at the Site (**"Site Safety Officer"**), and Contractor shall ensure that a Site Safety Officer for the Site is designated at all times from the commencement of the Work until Final Completion.

3.15. **Shipping and Storage.**

Arrange for complete handling of all Equipment and construction equipment, including quality assurance, shipping, loading, unloading, customs clearance, receiving, any storage required to be provided by Contractor hereunder and claims. In connection with the shipping and storage of all Equipment and construction equipment, Contractor shall comply with all relevant manufacturers' requirements in respect of any applicable manufacturer's warranty. Contractor's damage reports describing any damage to Equipment and construction equipment during shipping, loading, unloading, customs clearance, receiving and storage shall be available to the Owner upon request.

3.16. **Compliance with Applicable Laws.**

During and in connection with the Work, comply, and cause its Subcontractors to comply, with all Applicable Laws relating to the performance of the Work.

3.17. **Quality Assurance Programs.**

Use effective quality assurance programs throughout the performance of the Work. Prior to commencement of the Work, Contractor shall provide the Owner with written copies of its quality assurance programs applicable to the performance of the Work. By written Notice to Owner prior to commencement of the Work for the Electric Vehicle Charging System (EV) , Contractor shall designate one or more officers who shall be responsible for quality assurance/quality control issues, and Contractor shall ensure that such an officer is designated at all times from the commencement of the Work until Final Completion. Contractor quality control/quality assurance inspection reports, including reports on inspections of material delivery, shall be available to Owner upon request, and copies of all such inspection reports shall be provided to Owner as part of the Contractor Deliverables.

3.18. **Contractor Deliverables.**

Issue Contractor Deliverables for Owner review in accordance with Exhibit B.

3.19. **Training of Operating Personnel.**

Commencing one (1) week prior to the then anticipated Substantial Completion Date, train, or where applicable cause the Subcontractors to train, the designated Operating Personnel in the requirements for the operation of, and safety, general process understanding and procedures for the Electric Vehicle Charging System (EV) in accordance with the requirements set forth in Exhibit E.

3.20. **Commissioning Personnel.**

Provide or cause to be provided, experienced installation and commissioning representatives from the

Suppliers specified in Exhibit K, together with all necessary supervising personnel, all equipment, tools, construction and temporary material and all other labor necessary for all of the Work to complete commissioning.

3.21. **Contractor Performance Security.**

3.21.1. Performance Bond.

Provide, or cause to be provided, no later than the date on which Owner issues the Full Notice to Proceed (provided that Owner has provided thirty (30) days' prior written notice of the requirement to provide Contractor Credit Support), the Performance Bond to guarantee the performance of Contractor's obligations hereunder. Contractor shall maintain, or cause to be maintained, the Performance Bond until the Final Completion Date. Subject to any claims made in writing by Owner to Issuer under the Performance Bond prior to the Final Completion Date, the Performance Bond shall terminate and shall cease to be of any force or effect upon Final Completion; and

3.21.2. Warranty Bond.

Provide, or cause to be provided, no later than the Final Completion Date, the Warranty Bond to guarantee the performance of Contractor's warranty obligations hereunder. Contractor shall maintain, or cause to be maintained, the Warranty Bond until the later of the demonstration by Contractor that the Capacity Test conducted pursuant to Section 14.8 has been Successfully Run or one hundred eighty (180) days after the expiry of the Defect Warranty Period. Subject to any claims made in writing by Owner to Issuer under the Warranty Bond prior to its termination, the Warranty Bond shall terminate and shall cease to be of any force or effect upon the later of demonstration by Contractor that the Capacity Test conducted pursuant to Section 14.8 has been Successfully Run or one hundred eighty (180) days after termination of the Defect Warranty Period, as may be extended pursuant to this Agreement.

3.22. **Other Contractor Responsibilities.**

Perform its other duties and responsibilities set forth in this Agreement, including Exhibits A-1, B, C-2, D, E, G, H-1 and H-2.

3.23. **Price Allocation Schedule.**

No later than sixty (60) days prior to the anticipated achievement of Substantial Completion, provide a price allocation schedule for the Work and other information reasonably necessary for Owner to maintain segregated accounts for its tax records and fixed asset records (including any Federal Energy Regulatory Commission accounting requirements). Contractor shall provide an updated price allocation schedule for the Project prior to Final Completion.

4. COVENANTS, WARRANTIES AND REPRESENTATIONS

4.1. **Representations and Warranties of Contractor.**

Contractor represents and warrants that:

4.1.1. Organization, Standing and Qualification.

Contractor is a corporation, duly organized, validly existing and in good standing under the laws of the State of New Mexico, and has full power and authority to execute, deliver and perform its obligations hereunder and to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified to do business and in good standing under the laws of each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform

its obligations hereunder.

4.1.2. Due Authorization; Enforceability.

Contractor has taken all necessary corporate action to authorize, effect and approve this Agreement and this Agreement has been duly authorized, executed and delivered by or on behalf of Contractor and is, upon execution and delivery, the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles.

4.1.3. No Conflict.

The execution, delivery and performance by Contractor of this Agreement will not conflict with or cause any default under: (a) its organizational documents; (b) any indenture, mortgage, chattel mortgage, deed of trust, lease, conditional sales contract, loan or credit arrangement or other similar agreement or instrument to which Contractor is a party or by which it or its properties may be bound or affected; or (c) any Applicable Laws, and will not subject the Electric Vehicle Charging System (EV) or the Project or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.

4.1.4. Government Approvals.

Neither the execution nor delivery by Contractor of this Agreement requires the consent or approval of, or the giving of notice to or registration with, or the taking of any other action in respect of, any Governmental Authority other than with respect to Contractor-Acquired Permits.

4.1.5. No Suits, Proceedings.

There are no actions, suits, proceedings, patent or license infringements, or investigations pending or, to Contractor's knowledge, threatened against it in writing at law or in equity before any court (United States or otherwise) or before any Governmental Authority (whether or not covered by insurance) that individually or in the aggregate could result in any materially adverse effect on Contractor's ability to perform its obligations under this Agreement. Contractor has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any Governmental Authority that may result in any such materially adverse effect or such impairment.

4.1.6. Business Practices.

Neither Contractor nor any of its Representatives has made any payment or given anything of value, and Contractor covenants that it will not make any payment or give anything of value, in either case to any government official (including any officer or employee of any Governmental Authority) to influence his, her or its decision or to gain any other advantage for Owner or Contractor in connection with the Work to be performed hereunder. Contractor shall follow Contractor's Code of Business Conduct and Ethics policy with respect to all of the Work. None of Contractor nor any of its employees or agents shall intentionally take any action with respect to this Agreement or any of the Work that in any way violates any Applicable Laws concerning corrupt practices. Contractor shall immediately Notify Owner of any violation of this covenant.

4.1.7. Owner-Provided Information.

Contractor acknowledges that Owner shall not make any representation or warranty with respect to the accuracy or completeness of documents or information (including oral statements) or opinions expressed by Owner. The Contractor will not rely on the Owner for any information, data, inferences or conclusions, or other information with respect to any Site Conditions, including the surface conditions of the

Site and the surrounding areas.

4.1.8. Legal Requirements.

Contractor has knowledge of all of the Applicable Laws that must be followed in performing the Work, and covenants that the Work shall be performed in compliance with all Applicable Laws.

4.1.9. Licenses.

Contractor and its Subcontractors and their respective employees who will perform any portion of the Work have and will have all necessary certifications and licenses required by Applicable Law to perform the services under this Agreement.

4.1.10. Skills and Knowledge.

Contractor has performed work similar in kind, size and complexity to the Work and possesses the specific training, skills, knowledge, necessary personnel and legal right to perform the Work. Contractor shall provide, in connection with the Work, the standard of care, skill, and diligence normally provided by an experienced contractor in the performance of work similar to the Work and warrants that all such Work shall be performed in accordance with Industry Standards and all Applicable Laws.

4.1.11. Means and Methods.

The Contractor shall be responsible for all means, methods, techniques and procedures for performing the Work, and for coordinating all portions of the Work under this Agreement.

4.1.12. Independent Contractor.

Contractor represents that it is an independent contractor, and agrees and understands that neither it nor any of its officers, directors, Affiliates, agents, employees, Subcontractors or Suppliers may act in the name of Owner.

4.1.13. Financial Condition.

Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required under this Agreement.

4.2. **Representations and Warranties of Owner.**

Owner represents and warrants that:

4.2.1. Organization, Standing and Qualification.

Owner is a corporation duly formed, validly existing, and in good standing under the laws of the State of New Mexico, and has full power and authority to execute, deliver and perform its obligations hereunder and to engage in the business Owner presently conducts and contemplates conducting, and is and will be duly licensed or qualified to do business and in good standing in each jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

4.2.2. Due Authorization; Enforceability.

Owner has taken all necessary corporate action to authorize, effect and approve this Agreement and this Agreement has been duly authorized, executed and delivered by or on behalf of Owner

and is, upon execution and delivery, the legal, valid, and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles.

4.2.3. No Conflict.

The execution, delivery and performance by Owner of this Agreement will not conflict with or cause any default under: (a) its organizational documents; (b) any indenture, mortgage, chattel mortgage, deed of trust, lease, conditional sales contract, loan or credit arrangement or other similar agreement or instrument to which Owner is a party or by which it or its properties may be bound or affected; or (c) any Applicable Laws.

4.2.4. Governmental Approvals.

Applicable Permits either have been obtained by Owner and are in full force and effect on the Effective Date or will be obtained and will be in full force and effect on or prior to the date on which they are required, under this Agreement and Applicable Law.

4.2.5. No Suits, Proceedings.

There are no actions, suits, proceedings or investigations pending or, to Owner's knowledge, threatened against it in writing at law or in equity before any court (United States or otherwise) or before any Governmental Authority (whether or not covered by insurance) that individually or in the aggregate could result in any materially adverse effect on Owner's obligations under this Agreement. Owner has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any Governmental Authority that may result in any such materially adverse effect or such impairment.

4.2.6. Land.

Owner holds good and valid title in fee simple in respect of the Site which is sufficient for the execution of the Work and will provide Contractor with access necessary to the Site to perform the Work.

5. COST OF WORK

5.1. Contract Price.

Contractor hereby agrees to accept as compensation for the performance of the Work **$641,341** (the **"Contract Price"**). Neither shall the Contract Price be changed nor shall Contractor be entitled to any other compensation, reimbursement of expenses or additional payment of any kind without prior written authorization of the Owner or as otherwise specifically set forth in this Agreement (including Article 8 and Article 16). Payments shall be made at the times and in the manner provided in Article 6. For the avoidance of doubt, the Contract Price includes any New Mexico gross receipts, compensating, sales, and other similar Taxes, and any Taxes imposed under Applicable Law.

5.2. Taxes.

5.2.1. Reporting and Payment.

Contractor shall timely report and pay all Taxes and contributions for unemployment insurance, old age retirement benefits, pensions, annuities, and similar benefits, which may now or hereafter be imposed on Contractor by law or collective bargaining agreements with respect to persons employed by Contractor for performance of the Work. Subject to the following sentence of this Section 5.2.1, Contractor shall be liable for and shall pay and shall indemnify, defend, and hold harmless Owner, and its Affiliates and its or their respective Representatives from and against any and all such Taxes and contributions or any interest

accrued and penalties imposed, and reasonable attorney's fees (including income, margin, franchise, withholding, gross receipts, compensating, sales, use, property and all other Taxes of whatsoever kind and whatsoever nature), excises, assessments, and other charges levied by any governmental agency or authority on Contractor with respect to or because of the Work, or on any materials, equipment, services, or supplies furnished in the performance of the Work. On all invoices, Contractor shall separately show all New Mexico gross receipts, compensating, sales, and other similar Taxes, provided that in no event will interest or penalties on such Taxes be reimbursable by Owner (required gross receipts, compensating, sales, and other similar Taxes are included within the Contract Price and for the avoidance of doubt will be paid by Contractor). Contractor shall also separately itemize services performed outside the State of New Mexico, if any. Contractor shall utilize appropriate New Mexico Nontaxable Transaction Certificates, or similar certificates from other states, where applicable, to minimize such gross receipts, compensating, sales, and other similar Taxes. If the sale of goods or performance of services by Contractor takes place on tribal land, Contractor will comply with applicable state and tribal laws governing the reporting and payment of gross receipts Taxes on those transactions.

5.2.2. Communication and Reimbursement.

If the applicable Governmental Authority makes a determination at any time that any of the Equipment, materials, supplies, services or labor furnished under this Contract is eligible for a sales/use or gross receipts/compensating Tax exemption ("Tax Exemption Determination"), then (a) Owner will provide Contractor with such Tax exemption certificates or other documentation in each case within ten (10) Business Days of Owner's receipt of the same as provided to Owner by the taxing Government Authority which relieves Contractor from the duty to assess, collect and remit such Tax; (b) Owner, as of the effective date of such determination, shall be entitled to an adjustment to the Contract Price equal to forty percent (40%) of the sales/use or gross receipts/compensating Tax included in the original Contract Price, and (c) Contractor shall refund promptly to Owner forty percent (40%) of any previously invoiced Taxes that were paid by Owner but that will not be incurred by Contractor as a result of the Tax Exemption Determination. Such refunds shall be paid electronically (by means of ACH or wire) in immediately available funds to the account designated by Owner.

5.2.3. Contractor and Owner to Cooperate.

Contractor and Owner shall reasonably cooperate with each other to minimize the Tax liability of both Parties to the extent legally permissible, including separately stating taxable charges on Contractor's Invoices and supplying resale and exemption certificates, if applicable, and other information as reasonably requested, in each case if requested by the applicable taxing authority. In addition, to the extent any exemptions, abatements, production tax credits, advanced energy tax credits, or other credits against or deferrals of any Taxes may be available to Owner or Contractor under Applicable Law, the Parties shall reasonably cooperate in order to secure any such exemptions, abatements, credits against, or deferrals of, such Taxes.

6. TERMS OF PAYMENT.

Payments to Contractor shall be made as follows:

6.1. Milestone Payment Schedule.

Contractor shall be paid in accordance with the Milestone Payment Schedule as set forth in Exhibit I.

6.2. Milestone Assessment.

Representatives of Contractor and Owner shall periodically, and in any event at least semi-monthly, review the Work completed for the Project and assess the progress of all Work completed on the Site and assess the completion of the related Milestone Payment Schedule milestones.

6.3. **Contractor's Invoices.**

Each Contractor's Invoice shall be reasonably detailed and shall be accompanied by reasonable supporting documentation with respect to any such Work completed. Contractor shall not request in any Contractor's Invoice the payment of any sum attributable to Work for which Contractor has already been paid. Each Contractor's Invoice (1) shall identify: (i) which activities described on the Milestone Payment Schedule for the Work have been completed; (ii) the related milestone payments set forth on the Milestone Payment Schedule for the Work that are then due; and (iii) any other known amounts then payable by Owner to Contractor under any provision hereof (without limiting Owner's right to dispute any amounts requested for payment); and (2) shall include (if not previously delivered) a Waiver and Release Upon Progress Payment for payments previously made by Owner pursuant to this Agreement and for payments to be made pursuant to such Contractor's Invoice. Contractor understands and agrees that any Contractor's Invoice that is inaccurate shall not, to the extent of such deficiency, constitute a valid request for payment.

6.4. **Owner Review.**

Within seven (7) days after Owner receives a Contractor's Invoice and all accompanying documentation required by Section 6.3, Owner shall Notify Contractor concerning any Dispute over the accuracy of the submitted Contractor's Invoice and the basis for such Dispute. If Owner does not dispute an invoice, then, subject to the terms and conditions set forth herein, Owner shall pay Contractor the full amount of the Contractor's Invoice within fifteen (15) days of receipt of the undisputed invoice and all waivers of liens and claims and other documents to be delivered in connection with such invoice (each an "**Invoice Payment**"); and if Owner fails to do so, then Owner shall pay interest on such amounts due and owing at the rate and for the time period specified from time-to-time in the New Mexico Prompt Payment Act. Disputed Contractor's Invoices or portions thereof that are corrected before the date that payment is due pursuant to Section 6.5, shall be paid on such due date.

6.5. **Payments.**

All payments to be made to either Party under this Agreement shall be paid in Dollars and shall be paid electronically (by means of ACH or wire) in immediately available funds by the date due or, if such date is not a Business Day, on the immediately succeeding Business Day. All payments shall be made to such account as may be designated by such Party from time to time by Notice to the other Party in accordance with Article 29; provided, however, that banking transfer instructions have been provided by such Party to the paying Party at least five (5) Business Days before the first payment of the paying Party is due and payable. Except for amounts subject to the New Mexico Prompt Payment Act, which are due as set forth in Section 6.4 and Section 6.6 of this Agreement, all other payments shall be due within fifteen (15) days of the paying Party's receipt of the other Party's invoice and any supporting documentation and any delinquent payment, shall bear interest at the prime rate as published in "The Money Rates" Section of The Wall Street Journal (U.S. Edition) until paid, but not to exceed the maximum rate permitted by Applicable Law (the "**Contract Interest Rate**"). The payment of interest unaccompanied by payment of the delinquent amount shall not excuse or cure any Event of Default or delay in such payment. Contractor shall be responsible for paying all Subcontractors in connection with the Work completed by such Subcontractor.

6.6. **Final Payment.**

On or after the date on which Contractor delivers to Owner a Notice of Final Completion for the Electric Vehicle Charging System (EV), Contractor shall submit a final Contractor's Invoice (a "**Final Contractor's Invoice**") which shall set forth all amounts due to Contractor that remain unpaid less the Punchlist Amounts of any outstanding Punchlist items. Owner shall pay to Contractor the amount due under such Final Contractor's Invoice for the Electric Vehicle Charging System (EV) ("**Final Payment**") in accordance with (a) Section 6.5, except that, if Owner does not dispute the Final Contractor's Invoice, Final Payment will be due ten (10) days after Owner receives the Final Contractor's Invoice and all waivers of liens

and claims and other documents to be delivered in connection with such invoice; and (b) Section 6.7.

6.7. Disputes Regarding Payments.

Subject to Contractor's rights and remedies under Section 19.3(e), failure by Owner to pay any amount disputed in good faith until resolution of such Dispute in accordance with this Agreement shall not alleviate, diminish, modify or excuse the performance of Contractor or relieve Contractor's obligations to perform hereunder. Contractor's acceptance of any payment (including Final Payment), and Owner's payment of any amount under dispute, shall not be deemed to constitute a waiver of amounts that are then in dispute. Contractor and Owner shall use reasonable efforts to resolve all disputed amounts reasonably expeditiously and in any case in accordance with the provisions of Article 31. No payment made hereunder shall be construed to be acceptance or approval of that part of the Work to which such payment relates or to relieve Contractor of any of its obligations hereunder. If a Contractor's Invoice was properly submitted in accordance with all of the provisions of this Agreement and amounts disputed by Owner in regards to such invoice are later resolved in favor of Contractor, Owner shall pay interest on such disputed amounts due to Contractor at the Contract Interest Rate, from the date on which the payment was originally due pursuant to such invoice until the date such payment was received by Contractor. If Owner elects to pay any portion of any disputed invoice and any portion of the amounts so paid by Owner is later resolved in favor of Owner, Contractor shall refund any such payment and pay interest on such payment at the Contract Interest Rate, from the date on which the payment was originally made by Owner until such refunded payment is received by Owner.

7. COMMENCEMENT AND SCHEDULING OF THE WORK

7.1. Full Notice to Proceed.

On the Full Notice to Proceed Date of the Electric Vehicle Charging System (EV) , Contractor shall commence design work and initiate the procurement while awaiting go ahead on mobilization to performance of the Work for the Electric Vehicle Charging System (EV) and shall diligently prosecute such Work in accordance with the Work Schedule; provided that Delay Liquidated Damages shall be the sole and exclusive remedies of Owner for Contractor's delays in achieving Substantial Completion by the Substantial Completion Guaranteed Date. If the Full Notice to Proceed Date for the Electric Vehicle Charging System (EV) is later than December 31, 2025, any such delay in the Full Notice to Proceed Date shall be an Owner-Caused Delay for purposes of this Agreement and the Substantial Completion Guaranteed Date shall be extended on a day-for-day basis by each day that the Full Notice to Proceed is delayed due to such Owner-Caused Delay. If, however, Owner does not issue to Contractor the Full Notice to Proceed on or before December 31, 2025, then Contractor shall have the right to take action pursuant to Section 19.4.

7.2. Work Schedule.

Until Final Completion, Contractor shall update the Work Schedule in accordance with the requirements set forth in Exhibit A-1 to reflect the current status of the Work for the Electric Vehicle Charging System (EV). The updates shall be performed and provided to Owner (in electronic form) on a monthly basis as part of the Monthly Progress Report for the Electric Vehicle Charging System (EV). Contractor shall supply to Owner a weekly percentage completion report for major components of the Work on Tuesday of each week commencing on [Mobilization] and continuing through [Final Completion].

7.3. Progress Reporting.

From and after the Effective Date, Contractor shall prepare a Weekly Progress Report for the Electric Vehicle Charging System (EV) and submit it to Owner within five (5) Business Days after the end of each calendar month. In addition, Contractor shall keep, and furnish to Owner at Owner's request, such information as Owner may reasonably require to determine that the Work is progressing according to the Milestone Items in the Work Schedule and for the purpose of confirming that Invoice Payments are due hereunder. For the sake of clarity, Owner agrees that MS Project is acceptable project scheduling software.

8. FORCE MAJEURE; EXCUSABLE EVENT

8.1. Certain Events.

If Owner is prevented, wholly or partially, from performing its obligations under this Agreement by a Force Majeure Event or a Change in Law, Owner will be excused to the extent such performance is prevented by the Force Majeure Event except as to payment of compensation payable by Owner hereunder. If, during the performance of the Work, Contractor's completion of the Work is delayed by an Excusable Event, then the Work Schedule and any affected milestone deadlines shall be extended by a Change In Work for such reasonable period of time as the Excusable Event has demonstrably impacted the Work Schedule. Excusable Events shall not include usual and foreseeable weather conditions, economic hardships, labor or Equipment shortages or consequences of any changes in general economic conditions, such as inflation, price escalation, interest rates, exchange rates or other factors of general application. Excusable Events also shall not include any delay to the extent resulting from causes within Contractor's or a Subcontractor's reasonable control or to the extent resulting from Contractor's or any Subcontractor's fault or neglect, or that could have been prevented by the exercise of reasonable due diligence by Contractor. Contractor's right to an extension of any Work Schedule and any milestones for an Excusable Event is expressly conditioned on Contractor's compliance with each of the requirements in Section 8.2 (Notice of Force Majeure Event and Excusable Event).

8.2. Notice of Force Majeure Event and Excusable Event.

8.2.1. Notice of Force Majeure Event and Excusable Event (other than an Owner-Caused Delay).

If Contractor's ability to perform its obligations under this Agreement is affected by a Force Majeure Event or an Excusable Event (other than an Owner-Caused Delay, it being understood that the Notice requirements for an Owner-Caused Delay are set forth in Section 8.2.2), Contractor shall, promptly after it becomes aware of the occurrence of the event, and in any event no more than five (5) Business Days after Contractor becomes aware of such occurrence, give Notice to Owner (a **"Delay Notice"**) of the occurrence of such event, including what date Contractor became aware of the occurrence of such event and an estimate of the event's anticipated duration and effect upon the performance of its obligations hereunder, and any action being taken to avoid or minimize its effect. Contractor shall have a continuing obligation to deliver to Owner regular updated reports and any additional documentation and analysis supporting its claim regarding a Force Majeure Event or an Excusable Event (other than an Owner-Caused Delay) promptly after such information is available to Contractor. Contractor's failure to timely and fully observe any of these requirements set forth in this Section 8.2.1 shall prejudice Contractor's right to a time extension and shall cause an otherwise Excusable Event to be deemed unexcused to the extent of such failure.

8.2.2. Owner-Caused Delay Notice.

If Contractor wishes to claim an Owner-Caused Delay, Contractor shall Notify Owner of such Owner-Caused Delay within five (5) Business Days after Contractor becomes aware of such delay. Within ten (10) days after the initial Notice, Contractor shall provide Owner demonstrable evidence of the occurrence and duration of such Owner-Caused Delay and, if requested by Owner, such evidence shall be provided by an independent third party reasonably acceptable to Owner and Contractor at the sole cost and expense of Owner (if the independent third party verifies Contractor's assertions) or Contractor (in all other cases).

8.3. Scope of Suspension; Duty to Mitigate.

The suspension of, or impact on, performance due to a Force Majeure Event or an Excusable Event shall be of no greater scope and no longer duration than is required by such event. Contractor shall use Commercially Reasonable Efforts:

(a) to mitigate the duration of, and costs arising from, any suspension or delay in, or other impact to the performance of its obligations under this Agreement; and

(b) to continue to perform its obligations hereunder not affected by such event.

When Contractor is able to resume performance of its obligations under this Agreement, Contractor shall promptly give Owner Notice to that effect.

8.4. **Contractor's Remedies.**

8.4.1. Force Majeure Event.

As Contractor's remedy for the occurrence of a Force Majeure Event, and provided that Contractor has otherwise materially complied with the applicable obligations it may have under Sections 8.2.1 and 8.3, if a Force Majeure Event occurs: (a) the Work Schedule, Milestone Items, Substantial Completion Guaranteed Date and any related modifications to the Work shall be correspondingly adjusted by the period of time (if any) that Contractor is demonstrably delayed in the performance of the Work as a result of the impact of such Force Majeure Event (including the effect such Force Majeure Event could be expected to have on the schedule for performing the Capacity Test in order to provide the necessary stabilization period to mitigate any transient effects on the Electric Vehicle Charging System (EV) resulting from being stored, idle or unutilized during such Force Majeure Event), and (b) if Contractor's costs increase despite Contractor's efforts to mitigate any such increases pursuant to Section 8.3(a), the Contract Price shall be increased by the actual and reasonably substantiated costs incurred by Contractor (including any reasonable costs incurred by Contractor in connection with the mitigation measures implemented by Contractor pursuant to Section 8.3(a)).

8.4.2. Excusable Event.

As Contractor's remedy for the occurrence of an Excusable Event and provided that Contractor has otherwise materially complied with the applicable provisions of Section 8.2, if an Excusable Event occurs:

(a) the Work Schedule, Milestone Items, Substantial Completion Guaranteed Date and any related modifications to the Work shall be correspondingly adjusted by the period of time (if any) that Contractor is demonstrably delayed in the performance of the Work (including the effect such Excusable Event could be expected to have on the schedule for performing the Capacity Test in order to provide the necessary stabilization period to mitigate any transient effects on the Electric Vehicle Charging System (EV) resulting from being stored, idle or unutilized during such Excusable Event) as a result of the impact of such an Excusable Event, and

(b) if Contractor's costs increase despite Contractor's efforts to mitigate any such increases, pursuant to Section 8.3(a), the Contract Price shall be increased by the sum of the actual and reasonably substantiated costs incurred by Contractor (including any (i) reasonable costs incurred by Contractor in connection with the mitigation measures implemented by Contractor pursuant to Section 8.3(a); and (ii) any builder's all-risk deductible that Contractor will be liable for).

8.4.3. Changes In Work.

Upon the occurrence of a Force Majeure Event or an Excusable Event for which Contractor is entitled to a change in the Contract Price, the Work Schedule, the Milestone Items, the Substantial Completion Date or modifications to the Work, Contractor and Owner shall prepare a Change In Work Form in accordance with Article 16.

8.5. Contractor's Right to Terminate

If the Work for the Electric Vehicle Charging System (EV) is suspended, prevented or delayed, in each case in the aggregate, for more than three hundred and sixty-five (365) days by reason of Force Majeure Events, or without prejudice to Section 19.3, Excusable Events, Contractor may terminate this Agreement by Notice to Owner. Upon any such termination, Contractor shall be entitled to receive the payments as set forth in Section 19.4(a), and Owner shall be entitled to payments due from Contractor, if any, in accordance with the terms of this Agreement.

8.6. Owner's Right to Terminate.

If the Work for the Electric Vehicle Charging System (EV) is suspended, prevented or delayed, in each case in the aggregate, for more than three hundred and sixty-five (365) days by reason of Force Majeure Events or Excusable Events (other than an Owner-Caused Delay), Owner may terminate this Agreement by Notice to Contractor. Upon any such termination, Contractor shall be entitled to receive the payments as set forth in Section 19.4(a), and Owner shall be entitled to payments due from Contractor, if any, in accordance with the terms of this Agreement.

9. SUPPLIERS AND SUBCONTRACTORS

9.1. Project Suppliers and Subcontractors.

Contractor may subcontract the performance of portions of the Work. Contractor may only subcontract the performance of portions of the Work to Subcontractors or Suppliers listed in Exhibit K for the types of services or equipment listed. Should Contractor propose to add a Supplier or Subcontractor after the Effective Date, Contractor shall provide Notice to Owner of such proposed Supplier or Subcontractor and the specific Work the proposed Subcontractor or Supplier will provide. Within fifteen (15) days of such Notice, Owner shall Notify Contractor of its approval or rejection of such proposed Subcontractor or Supplier. If Owner approves, or does not object to, such proposed Subcontractor or Supplier within such fifteen (15) day period, the proposed Subcontractor or Supplier shall be deemed approved and added to Exhibit K. Contractor shall update and amend Exhibit K by Notice to Owner from time to time as necessary to reflect additions or changes thereto. Upon Notice to Contractor, Owner may direct Contractor to remove a Subcontractor or Supplier from the list of Suppliers and Subcontractors set forth on Exhibit K if Owner determines that such Subcontractor or Supplier is creating an adverse material impact on the Project.

9.2. Assignment.

No subcontract or purchase order shall bind or purport to bind Owner, but each subcontract and purchase order with a Subcontractor or Supplier shall provide for assignment of such subcontract or purchase order to Owner or, at Owner's request, to the Owner Financing Parties upon the termination of this Agreement due to a Contractor Event of Default.

10. LABOR RELATIONS

10.1. General Management of Employees.

Notwithstanding the provisions of Section 10.2, Contractor shall preserve its rights to exercise and shall exercise its management rights in performing the Work. Such management rights shall include the rights to hire, discharge, promote and transfer employees; to select and remove persons or supervision; to establish and enforce reasonable standards of production; to determine the number of craftsmen necessary to perform a task, job or project; and to establish, maintain and enforce rules and regulations conducive to efficient and productive operations.

10.2. Labor Disputes.

Contractor shall use reasonable efforts to adopt policies and practices designed to avoid Labor Disputes, and to minimize the risk of labor-related delays or disruption of the progress of the Work. Contractor shall advise Owner promptly, in writing, of any actual or threatened Labor Dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors or Suppliers, and in accordance with Section 3.7, Contractor shall consult with Owner prior to taking any action with respect to any Labor Dispute involving any labor union affecting Contractor's performance of the Work at the Site or surrounding area. Notwithstanding the foregoing, the settlement of Labor Disputes shall be at the discretion of the Party having the difficulty.

10.3. Personnel Documents.

Contractor shall ensure that at the time of hiring, all its personnel and personnel of any Subcontractors performing the Work on the Site are in possession of all such documents required by Applicable Laws.

11. INSPECTION

11.1. Right to Reject Work.

At any time prior to Substantial Completion, regardless of whether payment has been made therefor, Owner shall have the right to reject any portion of the Work for the Electric Vehicle Charging System (EV) that contains any Defect unless the same constitutes a Non-Critical Deficiency, in which case it shall be included on the Punchlist. Upon such rejection, Contractor shall remedy, at its sole cost and expense (subject to the provisions of Article 8), any such Defect that is identified by Owner as giving rise to such rejection.

11.2. Inspection.

Owner and its Representatives shall have the right to observe and inspect the Project and the Work at the Site in a manner that does not interfere with Contractor's performance of the Work. If requested by Owner, Contractor shall arrange for Owner to inspect the facilities of Suppliers, and Contractor shall provide access for Owner to witness the Functional Tests of Equipment at the Site, such inspections to be arranged at reasonable times and with reasonable advance Notice, at Owner's cost. Owner shall have the right, but not the obligation, to inspect any item of Equipment, including Equipment under fabrication, material, design, construction, service, workmanship or any portion of the Work, provided that disassembly of any completed Work that does not contain Defects shall be at Owner's cost. Owner shall not be responsible for Contractor's or Subcontractor's costs to perform any tests elected to be performed by Contractor or Subcontractor or otherwise required by this Agreement. No inspection performed, witnessed, or failed to be performed or witnessed, by Owner, or any recommendation or lack of recommendation from Owner in connection therewith, shall be a waiver of any of Contractor's obligations hereunder or be construed as an approval or acceptance of any Work.

12. SITE CONDITIONS

12.1. Unforeseeable Site Conditions.

It shall be an Excusable Event, and Contractor shall be entitled to request a reasonable Change In Work, to the extent that the actual Site Conditions (including the existence of any Hazardous Materials, any religious, historical or archeological resources, the existence of liens and encumbrances, the presence of endangered or threatened species on the Site or any unknown physical conditions at, above or below the surface of the ground) vary materially from the Site Assumptions (such Site Conditions or variance being "**Unforeseeable Site Conditions**"). Contractor shall exercise due care in carrying out the Work to monitor and make itself aware of Site Conditions as the Work progresses, and shall provide immediate Notice to Owner of the existence of any conditions at the Site that may create a safety hazard or pose a risk of harm to Owner or any of Owner's Separate Contractors' operations. Contractor shall, promptly upon the discovery of any such condition, cause the Work to be performed in a manner that accounts for such condition while still

achieving the quality and safety standards set forth in this Agreement and implement all safety measures reasonably necessary to assure the safety of all persons at or near the Site and to prevent damage to property and bodily injury that might otherwise result as a consequence of continued performance of the Work in a manner that fails to account for such condition.

13. GUARANTEED CAPACITY AND TESTS

13.1. Guaranteed Capacity and Other Requirements.

Subject to Section 15.2, Contractor shall perform the Work so that the Electric Vehicle Charging System (EV) satisfies its Guaranteed Capacity as set forth in Exhibit H-2.

13.2. Commissioning Plan.

Contractor shall provide for Owner's review and approval a Commissioning Plan within sixty (60) days prior to commissioning of the Electric Vehicle Charging System (EV) in accordance with the requirements of Exhibit H-1. If Owner fails to Notify Contractor in writing of its approval or disapproval of any Commissioning Plan within fifteen (15) Business Days after Owner's receipt of such Commissioning Plan from Contractor, then Owner shall be deemed to have approved such Commissioning Plan.

13.3. Capacity Test Procedures.

Contractor shall develop Capacity Test Procedures in accordance with Exhibit H-2 and shall provide the Capacity Test Procedures to Owner for Owner's review and approval not less than fifteen (15) days prior to the date on which Contractor anticipates commencing the Capacity Test. If Owner fails to Notify Contractor in writing of its approval or disapproval of the Capacity Test Procedures within ten (10) Business Days after Owner's receipt of the Capacity Test Procedures from Contractor, then Owner shall be deemed to have approved the Capacity Test Procedures.

13.4. Test Schedules.

Contractor shall agree on the Capacity Test schedule with Owner and shall give advance Notice to Owner of the Capacity Test at least two (2) days prior to commencing any such test. If Owner fails to Notify Contractor in writing of its approval or disapproval of the Capacity Test schedule within twenty-four (24) hours after Owner's receipt of such schedule from Contractor, then Owner shall be deemed to have approved the schedule. Contractor shall keep Owner Representative reasonably apprised of the schedule for the Capacity Tests and changes in the schedule, the commencement and performance of any Capacity Test, and shall give Owner Representative at least one (1) Business Day advance Notice of the re-performance of any Capacity Test; provided, however, that any such period of advance Notice may be eliminated if Owner Representative is at the Site and is reasonably informed of re-performance of the Capacity Test. If Owner, or Owner's Engineer, as applicable, fails to be present after Contractor has provided notice of such Capacity Test in accordance with this paragraph, then Contractor shall have the right to proceed with such testing.

13.5. Testing.

13.5.1. Functional Testing.

Contractor shall conduct the Functional Test in accordance with Exhibit H-2. Contractor must submit a test report for the Functional Test within five (5) Business Days after the completion of the Functional Test as set forth in Exhibit H-2 providing a summary of the Functional Test results.

13.5.2. Capacity Testing.

Contractor shall conduct the Capacity Test in accordance with the approved Capacity Test Procedures and Exhibit H-2. Representatives of Owner, including Owner's Engineer, shall have the right to

be present during the Capacity Test performed by Contractor under this Article 13.

13.6. **Non-Conforming Work.**

At any time during and promptly after completion (whether or not successful) of the Capacity Test (or any re-performance of the Capacity Test or pursuant to the Remedial Plan), Owner shall advise Contractor in writing of any Defect that was discovered by Owner during the Capacity Test. Contractor shall, at Contractor's sole cost and expense (subject to Article 8), correct any Defect (except if such Defect is a Non-Critical Deficiency, in which case it shall be included on the Punchlist) and promptly provide Notice to Owner that such corrective measures have been completed. Any Dispute regarding the existence or correction of any such Defect shall be resolved pursuant to Article 31.

14. SUBSTANTIAL COMPLETION AND FINAL COMPLETION

14.1. **Punchlist**

14.1.1. Creation of Punchlist.

When Contractor believes that the Electric Vehicle Charging System (EV) is ready for testing and commissioning, Contractor and Owner shall jointly walk-down the Electric Vehicle Charging System (EV) and confer together as to the items which should be included on the finalized Punchlist. Contractor shall then prepare and deliver the list of Defects to Owner for its review and approval, ("**Proposed Punchlist**") for the Electric Vehicle Charging System (EV) . Such Proposed Punchlist shall include a proposed completion, correction or repair schedule and Punchlist Amount for the completion, correction or repair of such Defects. If Owner does not deliver any changes to the Proposed Punchlist to Contractor within five (5) Business Days after the later to occur of (a) Contractor's submission to Owner of such Proposed Punchlist; and (b) the day that the joint walk-down occurred, then such Proposed Punchlist shall be deemed approved. The Proposed Punchlist that is ultimately approved or deemed to have been approved by Owner for the Electric Vehicle Charging System (EV) shall be referred to as the "**Punchlist**" for the Electric Vehicle Charging System (EV). Neither Owner's approval of a Punchlist, nor Owner's failure to identify Defects to be added to the Punchlist, shall relieve Contractor of sole and complete responsibility for Defects in the Work or Equipment. If the Punchlist for the Electric Vehicle Charging System (EV) is not finalized by the Substantial Completion Date, the Proposed Punchlist as modified by Owner shall be deemed the Punchlist for the Electric Vehicle Charging System (EV) for all purposes hereunder until the Parties resolve such Dispute and otherwise finalize the Punchlist for the Electric Vehicle Charging System (EV) . Contractor shall note on such Punchlist the items under dispute.

14.1.2. Completion of Punchlist.

Contractor shall proceed promptly to complete and correct all items on the Punchlist for the Electric Vehicle Charging System (EV) . On a weekly basis after Substantial Completion, Contractor shall revise and update the Punchlist for the Electric Vehicle Charging System (EV) to include the date(s) that items listed on such Punchlist are completed by Contractor and accepted by Owner. Notwithstanding any of the foregoing, the items listed on the Punchlist for the Electric Vehicle Charging System (EV) shall not be considered complete until Owner shall have inspected such Non-Critical Deficiencies and acknowledged, by notation on the updated Punchlist, that such item of Work is complete. If Owner does not so inspect and deliver such notations on the updated Punchlist to Contractor within seven (7) days after Contractor submits the updated Punchlist containing such Punchlist item to Owner, such Punchlist item for the Electric Vehicle Charging System (EV) shall be deemed completed on such seventh (7th) day.

14.2. **Substantial Completion.**

The following are the conditions precedent for the Electric Vehicle Charging System (EV) to achieve Substantial Completion:

(a) the Electric Vehicle Charging System (EV) has achieved Mechanical Completion;

(b) the most recent Uptime/Reliability Test and Functional Test for the Electric Vehicle Charging System (EV) have been Successfully Run;

(c) the results of the most recently run Capacity Test for the Electric Vehicle Charging System (EV) reflect achievement of its Minimum Uptime and Reliability (97%);

(d) Contractor shall have paid all undisputed Delay Liquidated Damages for the Electric Vehicle Charging System (EV) calculated and due pursuant to Section 15.1; provided that the amount of disputed Delay Liquidated Damages for the Electric Vehicle Charging System (EV) that is ultimately determined to be due and owing shall accrue interest from the Substantial Completion Date at the Contract Interest Rate;

(e) Owner has received all Contractor Deliverables (if any) for the Electric Vehicle Charging System (EV) as required to be delivered by the Substantial Completion Date pursuant to the Contractor Deliverables Table, including all Required Manuals identified therein, other than final as built drawings;

(f) the Punchlist for the Electric Vehicle Charging System (EV) shall be in final form or be deemed approved as provided for in Section 14.1.1 and only Non-Critical Deficiencies remain on the approved Punchlist; and

(g) Contractor shall have delivered all applicable Waivers and Releases Upon Progress Payment from Contractor required to be delivered pursuant to Section 6.3 for the Electric Vehicle Charging System (EV) and a Conditional Waiver and Release Upon Progress Payment dated no later than the proposed Substantial Completion Date.

14.3. **Notice of Substantial Completion.**

When Contractor believes that it has satisfied the provisions of Section 14.2, Contractor shall deliver to Owner a Notice of Substantial Completion certifying that all Agreement requirements for Substantial Completion have been met and specifying the date Contractor believes Substantial Completion occurred. Within ten (10) days after receipt of such Notice, Owner shall inspect all Work hereunder and either (a) accept that Substantial Completion has occurred and deliver to Contractor an Owner's Certificate of Substantial Completion for the Electric Vehicle Charging System (EV) dated to reflect the Substantial Completion Date, in which case the Substantial Completion Date shall be the date stated in the Substantial Completion Certificate (which date shall not be earlier than the date such certificate was delivered to Owner); or (b) Notify Contractor in writing that Substantial Completion has not been achieved, stating in detail the reasons therefore. Such procedure shall be repeated as necessary until Substantial Completion has been achieved. The "**Substantial Completion Date**" shall be the day after the date on which the last of the conditions of Section 14.2 was satisfied or, in the discretion of Owner, waived.

14.4. **Final Completion.**

Final Completion shall be deemed to have occurred only if all of the following have occurred:

(a) Substantial Completion has been achieved and all conditions precedent to Substantial Completion continue to be satisfied;

(b) All Capacity Tests for the Electric Vehicle Charging System (EV) have been Successfully Run on the most recent performance thereof;

(c) Contractor shall have completed all items on the Punchlist for the Electric Vehicle Charging System (EV) ;

(d) all Contractor's and Subcontractors' personnel, equipment, surplus materials, waste materials, rubbish and construction facilities other than those to which Owner holds title shall have been removed from the Site, and any permanent facilities used by Contractor and the Site shall have been restored to the same condition that such permanent facilities and the Site were in on the Limited Notice to Proceed Date of the Electric Vehicle Charging System (EV) , ordinary wear and tear excepted;

(e) Owner shall have received all Contractor Deliverables for the Electric Vehicle Charging System (EV) as set forth on the Contractor Deliverables Table to the extent not already delivered (including final as-built drawings and a supply and listing of spare parts and inventory appropriate for the operation and maintenance of the Electric Vehicle Charging System (EV) in a manner consistent with Industry Standards);

(f) Contractor shall have assigned to Owner, or provided Owner, all warranties or guarantees that Contractor received from Subcontractors to the extent Contractor is obligated to do so under this Agreement;

(g) Contractor shall have delivered such other documents and certificates to Owner in compliance with this Agreement and all Applicable Laws;

(h) Contractor shall have delivered to Owner a Waiver and Release by Contractor Upon Final Payment and a Waiver and Release Upon Final Payment for all Subcontractors for the Electric Vehicle Charging System (EV) ;

(i) Contractor shall have delivered to Owner a Notice of Final Completion that meets the requirements set forth in Section 14.5 of this Agreement;

(j) In cooperation with Owner Representative, Contractor shall have restored the Site, at Contractor's cost, as required to comply with requirements for filing an EPA Notice of Termination of Coverage under NPDES General Permit. This will include reseeding areas disturbed by Contractor, including laydown areas. Areas, which have been granted prior approval by the Owner, and where soil surfaces have been required modified with an imported product as deemed necessary to support vehicle, pedestrian, equipment accessibility, and storage for the purpose of constructability and mitigation of moisture will not be subject to reseeding by the contractor and will be considered as a developed area of the project site. Contractor shall not be responsible for restoring areas disturbed by Owner; and

(k) All other of Contractor's obligations under this Agreement shall have been performed or waived by agreement of the Parties.

14.5. **Notice of Final Completion.**

When Contractor believes that it has achieved Final Completion, Contractor shall deliver to Owner a Notice of Final Completion stating that Contractor believes it has satisfied the provisions of Section 14.4 for the Electric Vehicle Charging System (EV) . Within ten (10) Business Days after receipt of the Notice of Final Completion for the Electric Vehicle Charging System (EV) , Owner may inspect all Work hereunder and either (a) accept that Final Completion has occurred and deliver to Contractor an Owner's Certificate of Final Completion for the Electric Vehicle Charging System (EV) , in which case the Final Completion Date shall be the date stated in the Owner's Certificate of Final Completion (which date shall not be earlier than the date such Notice was delivered to Owner); or (b) Notify Contractor in writing that Final Completion has

not been achieved, stating in detail the reasons therefore. If Owner determines that Final Completion has not been achieved and delivers the Notice under the preceding clause (b), Contractor promptly shall take such action, including the performance of additional Work as will achieve Final Completion, and upon completion of such actions shall issue to Owner another Notice of Final Completion pursuant to this Section 14.5 and the provisions of this Section 14.5 shall apply with respect to the new Notice and each subsequent Notice thereafter in the same manner as they applied to the original Notice. The **"Final Completion Date"** of the Electric Vehicle Charging System (EV) shall be the day after the date on which the last of the conditions of Section 14.4 for such Electric Vehicle Charging System (EV) was satisfied or, in the discretion of Owner, waived. Upon Final Completion, Contractor shall deliver the Warranty Bond to Owner and Owner shall simultaneously deliver the Performance Bond to Contractor (if such Performance Bond has not been previously called upon by Owner).

14.6. Contractor's Access After Substantial Completion and Final Completion.

Following Substantial Completion, Owner shall provide Contractor with reasonable and timely access to the Electric Vehicle Charging System (EV), subject to procedures necessary for the operation of the Electric Vehicle Charging System (EV), to: (a) complete all items on the Punchlist for the Electric Vehicle Charging System (EV) , and (b) satisfy the other requirements for Final Completion. The Parties expect that Contractor shall accomplish any necessary modification, repairs or additional work with minimal interference with commercial operation of the Electric Vehicle Charging System (EV) and that reductions in and shut-downs of the Electric Vehicle Charging System (EV) or any other portion of the Project's operations will be required only when necessary, taking into consideration the length of the proposed reduction or shut-down, and Owner's obligations and liabilities to customers or others. Provided that the correction of Non-Critical Deficiencies on a Punchlist does not require a shut-down of the Electric Vehicle Charging System (EV) or any other portion of such Project, Owner agrees to permit Contractor unrestricted access to the Electric Vehicle Charging System (EV) between sunset and sunrise to perform such Work. Notwithstanding the foregoing, should a reduction in or shut-down of the Electric Vehicle Charging System (EV)'s operations be required to complete any items on a Punchlist, then such reduction or shut-down shall be scheduled at the sole discretion of Owner, and Contractor shall complete such Work during such Owner scheduled reduction or shut-down. Contractor acknowledges that Owner may schedule such reduction or shut-down at any time including off peak hours, nights, weekends and holidays; provided that, in any event, Contractor shall be permitted to schedule such a reduction or shut-down between sunset and sunrise, provided, further, that the Electric Vehicle Charging System (EV) is back on-line by sunrise of the next day.

14.7. Consequences of Acceptance.

In no event shall (a) Owner's payment for or acceptance of the Work or any Equipment be construed as or constitute having satisfied the conditions of Substantial Completion or Final Completion; nor (b) the execution of any accompanying Owner's Notice as set forth in this Article 14 be construed as or constitute a waiver of Owner's rights or Contractor's obligations under this Agreement.

14.8. Final Capacity Test.

After Final Completion and prior to the expiry of the Defect Warranty Period, at a time to be agreed by the Parties, Contractor shall conduct a Capacity Test in accordance with the approved Capacity Test Procedures and Exhibit H-2 to demonstrate the capacity of the Electric Vehicle Charging System (EV) as of the date of such Capacity Test. Representatives of Owner, including Owner's Engineer, shall have the right to be present during the Capacity Test performed by Contractor under this Section 14.8. The provisions of Article 13 shall apply *mutatis mutandis* to the conduct of such Capacity Test. If Contractor demonstrates that such Capacity Test has been Successfully Run, Owner shall return to Contractor all Contractor Credit Support that Owner then holds to the extent that such Contractor Credit Support has not as of such date been previously called upon by Owner.

15. LIQUIDATED DAMAGES

15.1. Delay Liquidated Damages.

Contractor understands that if Substantial Completion for the Electric Vehicle Charging System (EV) does not occur by the Substantial Completion Guaranteed Date, Owner will suffer substantial damages, including the loss of operating revenue, incurring costs to purchase replacement power for its customers, additional interest and financing charges on funds obtained by Owner to finance the Work, reduction of return on Owner's equity investment in the Project, and other operating and construction costs and charges. In that event, Contractor shall, subject to the Delay LD Cap and Aggregate LD Cap, be liable for and shall pay to Owner liquidated damages (**"Delay Liquidated Damages"**) in the amount of One Thousand Dollars ($1,000) for each day that Contractor fails to achieve Substantial Completion after such Substantial Completion Guaranteed Date. Any undisputed amount the Contractor is obligated to pay to the Owner under this Section 15.1 shall be due and payable within twenty-five (25) calendar days after the Owner has invoiced the Contractor for such amounts.

15.2. Capacity Liquidated Damages Guarantee; Cure Period.

If based on the results from the most recent Capacity Test that has been Successfully Run prior to Substantial Completion, the Electric Vehicle Charging System (EV) shall have satisfied its Minimum Guaranteed Capacity but not its Guaranteed Capacity: (a) Contractor shall exclude from the Substantial Completion invoice, as set forth in the Milestone Payment Schedule, an amount equal to five percent (5%) of the Contract Price (**"Capacity Liquidated Damages Guarantee"**) as liquidated damages for failure to satisfy its Guaranteed Capacity; (b) within thirty (30) days after the Substantial Completion Guaranteed Date, Contractor shall submit the Remedial Plan to Owner, which shall specify the corrective actions Contractor will take and the commencement date of such corrective actions, for Owner's approval, which shall not be unreasonably withheld; and (c) Contractor shall continue to attempt to satisfy the Guaranteed Capacity for the Electric Vehicle Charging System (EV) in accordance with the Remedial Plan, until the date that is the (a) one hundred eightieth (180th) day after such Substantial Completion Guaranteed Date if Contractor is required to repair or replace a MV switchgear, (b) one hundred fiftieth (150th) day after such Substantial Completion Guaranteed Date if Contractor is required to repair or replace an inverter or (c) one hundred twentieth (120th) day after such Substantial Completion Guaranteed Date if Contractor is required to repair or replace any other Equipment, as applicable (such period, the **"Cure Period"**).

15.2.1. Achievement of Guaranteed Capacity.

If Contractor achieves the Guaranteed Capacity on or prior to the expiration of the applicable Cure Period, Contractor may invoice Owner the amount of the Capacity Liquidated Damages Guarantee excluded from the Substantial Completion invoice for the Electric Vehicle Charging System (EV) within five (5) Business Days after the date on which such Guaranteed Capacity was achieved.

15.2.2. Failure to Achieve Guaranteed Capacity.

If, however, the Contractor fails to achieve the Guaranteed Capacity prior to the expiration of the Cure Period, Contractor shall be deemed to have elected to have no further obligation to try to achieve such Guaranteed Capacity for the Electric Vehicle Charging System (EV). Contractor shall calculate the Capacity Liquidated Damages based on the results from the most recent Capacity Test that has been Successfully Run and Contractor shall deliver to the Owner a Notice of such amount. If such amount of Capacity Liquidated Damages is less than the Capacity Liquidated Damages Guarantee, Contractor shall invoice the Owner the amount equal to such difference within five (5) Business Days after the date of such Notice. If the Capacity Liquidated Damages calculated by Contractor are greater than the Capacity Liquidated Damages Guarantee, Contractor shall pay to Owner an amount that is equal to the difference between the Capacity Liquidated Damages Guarantee and the Capacity Liquidated Damages calculated by Contractor

pursuant to this Section 15.2.2, subject always to the Capacity LD Cap and the Aggregate LD Cap. Any undisputed amount Contractor is obligated to pay to Owner under this Section 15.2.2 shall be due and payable within twenty-five (25) calendar days after Contractor has calculated the Calculated Liquidated Damages payable hereunder.

15.3. **Access During Cure Period.**

Upon Substantial Completion, Owner shall assume care, custody and control of the Electric Vehicle Charging System (EV). Notwithstanding the foregoing, during the Cure Period and upon approval of the Remedial Plan, Owner shall provide Contractor with reasonable access to the Electric Vehicle Charging System (EV). Contractor shall be granted such access, subject to Section 15.4, for purposes of achieving the Guaranteed Capacity and for the period as set forth in the Remedial Plan, to:

(a) perform corrective actions pursuant to the Remedial Plan; and

(b) perform the Capacity Test, as provided in such Remedial Plan.

15.4. **Operations During Cure Period.**

During the Cure Period, Owner shall have the right to operate the Electric Vehicle Charging System (EV), including the right to maximize the economic benefits of the Project. Any failure by Owner to provide Contractor with access to the Electric Vehicle Charging System (EV) as set forth in this Section 15.4 shall not be considered a breach of any covenant, condition, representation or warranty of Owner, and shall not be construed as an Owner Event of Default. Contractor's only remedy for a failure by Owner to provide Contractor with access to the Project as set forth in this Section 15.4 shall be an equitable extension of the Cure Period until such reasonable access is provided.

15.5. **Buy-Down Not Available.**

If Contractor fails to achieve the Minimum Guaranteed Capacity for the Electric Vehicle Charging System (EV), the provisions of Section 15.2 shall not apply. Contractor shall continue seeking to cause the Electric Vehicle Charging System (EV) to achieve at least its Minimum Guaranteed Capacity, and Contractor must continue to perform the Work, and shall, subject to the Delay LD Cap and the Aggregate LD Cap, continue to pay the Delay Liquidated Damages due and owing under Section 15.1, until Contractor achieves Substantial Completion or until this Agreement is terminated in accordance with the provisions hereof.

15.6. **Sole Remedy; Liquidated Damages Not a Penalty.**

The amounts payable by Contractor or withheld by Owner under this Article 15, as limited by Article 30, and the other remedies provided for in this Article 15, shall be the sole and exclusive remedies of Owner for Contractor's delays in achieving Substantial Completion by the Substantial Completion Guaranteed Date, or for failure to achieve its Guaranteed Capacity during the Capacity Test, except to the extent arising from a Contractor Event of Default. The Parties agree that Owner's actual damages in the event of such delays or failures would be extremely difficult or impracticable to determine. After negotiation, the Parties have agreed that the Delay Liquidated Damages, the Capacity Liquidated Damages Guarantee and the Capacity Liquidated Damages are in the nature of liquidated damages and are a reasonable and appropriate measure of the damages that Owner would incur as a result of such delays or failures, and do not represent a penalty.

15.7. **Enforceability.**

The Parties explicitly agree and intend that the provisions of this Article 15 shall be fully enforceable by any court or arbitration proceeding exercising jurisdiction over any Dispute between the Parties arising under this Agreement. Contractor hereby irrevocably waives any defenses available to it under law or equity relating to the enforceability of the liquidated damages provisions in this Article 15 and other provisions

relating thereto. If, notwithstanding the express agreement of the Parties that such provisions of this Article 15 are enforceable at law and equity as between themselves, Contractor attempts to avoid the application of the remedies relating to the liquidated damages in this Article 15 in any Dispute between the Parties and it is determined by any court or arbitrator that Contractor's liability for liquidated damages pursuant to this Article 15 is unenforceable, then the Parties agree that Owner shall have the right to avail itself of any right or remedy available to it in law or equity, including the right to pursue Contractor for actual damages resulting from a breach by Contractor of its contractual obligations, subject to the limitations on liability set forth in Article 30.

16. CHANGES IN THE WORK

16.1. Change In Work.

A **"Change In Work"** shall result from one of the following:

(a) changes in the Work required by Owner and permitted by Section 16.2;

(b) the occurrence of a Force Majeure Event or an Excusable Event (as and only to the extent permitted by Sections 8.4.1 or 8.4.2, respectively);

(c) an Owner Directive, in accordance with Section 16.7;

(d) an Owner requested delay in the Work pursuant to Section 20.3.1;

(e) any reduction or increase in the Gross Maximum Capacity of the Electric Vehicle Charging System (EV) requested by Owner, subject to Section 16.2; or

(f) any other event or circumstance specifically identified in this Agreement as constituting a Change In Work or entitling either Party to seek a Change In Work or Change In Work Form.

16.2. By Owner.

Subject to Section 16.4, Owner shall have the right to make modifications, deletions, accelerations, alterations, suspensions, or additions to the Work; provided, however that, in no event may Owner, without Contractor's prior written consent, make a change in the Work that would (a) reduce or increase the Gross Maximum Capacity of the Electric Vehicle Charging System (EV) or (b) require that any portion of the Electric Vehicle Charging System (EV) be located at any site other than the Site unless such change is required by Applicable Law. All such changes shall be made in accordance with this Article 16, shall be documented in accordance with Section 16.4 and shall be considered, for all purposes of this Agreement, as part of the Work.

16.3. Adjustment to Work Schedule Due to Force Majeure Events or Excusable Events.

If a Force Majeure Event or an Excusable Event occurs, the Work Schedule, the Milestone Items, the Guaranteed Substantial Completion Date and the Contract Price shall be modified as and to the extent provided in Section 8.4.1 or 8.4.2, as the case may be, and as set forth in the Change In Work Form accepted by Owner.

16.4. Preparation of Change In Work Form

16.4.1. Due to Owner Initiated and Other Changes In Work.

Upon the occurrence of any of the events set forth in Section 16.1(a), (d), (e), or (f), Owner or Contractor, as applicable, shall provide the other Party with a Notice of the occurrence of such event, and Contractor shall, as soon as practicable, prepare and submit to Owner a preliminary written estimate relating

to the proposed Change In Work, including (a) any projected change in the cost of the performance of the Work and any projected modification of the Contract Price, occasioned by such Change In Work; (b) the effect such Change In Work could be expected to have on the Work Schedule (including the effect such Change In Work could be expected to have on the schedule for performing the Capacity Test in order to provide the necessary stabilization period to mitigate any transient effects on the Electric Vehicle Charging System (EV) resulting from being stored, idle or unutilized); and (c) the potential effect of such Change In Work on Contractor's ability to comply with any of its obligations hereunder, including Contractor's warranties and the Guaranteed Capacity. Contractor's cost of any Change shall include and identify all elements of cost and a total lump sum cost using the following guidelines: (i) in the case of any Change (other than a Change resulting from the events set forth in Section 16.1(e)), the actual and reasonably substantiated costs incurred by Contractor and (ii) in the case of any Change resulting from the events set forth in Section 16.1(e), an amount equal to the pro rata portion of the Contract Price. The adjustment in the Contract Price specified in this Section 16.4.1 and the Work Schedule shall be the sole adjustment related to such specific Change In Work (to the exclusion of other theories of recovery such as cumulative impact). If the Parties cannot agree to a lump sum adjustment for such Change In Work, then the Owner may direct the Contractor to perform such Work in accordance with Section 16.7 on a time and materials basis.

16.4.2. Due to Excusable Event or an Event of Force Majeure.

If a Force Majeure Event or an Excusable Event occurs for which Contractor is entitled to an adjustment to either the Work Schedule or the Contract Price pursuant to Section 8.4.1 or Section 8.4.2, as applicable, then Contractor shall, as soon as practicable, prepare and submit to Owner in accordance with Section 8.4.3 a proposed Change In Work Form, which shall include (a) any projected change in the Contract Price, occasioned by such Change In Work; and (b) the effect such Change In Work could be expected to have on the Work Schedule (including adjustments necessary regarding the schedule for performing the Capacity Test in order to provide the necessary stabilization period to mitigate any transient effects on the Electric Vehicle Charging System (EV) resulting from being stored, idle or unutilized), or any other schedule or dates for performance by Contractor hereunder, in each case all as and to the extent provided in Section 8.4.1 (with respect to a Force Majeure Event) and Section 8.4.2 (with respect to an Excusable Event) and as set forth in the Change In Work Form accepted by Owner. The adjustment in the Contract Price specified in this Section 16.4.2 and the Work Schedule shall be the sole adjustment related to such specific Change In Work and the applicable Force Majeure Event or Excusable Event. If the Parties cannot reach agreement on the matters listed in the Change In Work Form submitted pursuant to this Section 16.4.2, then such matter shall be referred to dispute resolution under Article 31. If the Owner elects to proceed with the proposed Change In Work, Owner and Contractor shall agree upon a Change In Work Form.

16.5. **Execution of Change In Work Form.**

If Contractor and Owner reach agreement on the matters that constitute the Change In Work, then the Parties shall execute a Change In Work Form. If the Parties cannot reach agreement on the matters listed in the Change In Work Form submitted pursuant to this Section 16.5, then such matter shall be referred to dispute resolution under Article 31, unless Owner directs Contractor to perform the Change In Work pursuant to an Owner Directive pursuant to Section 16.7.

16.6. **No Obligation or Payment Without Executed Change In Work Form.**

Contractor shall not be obligated to undertake a Change In Work until Contractor has received (a) a Change In Work Form submitted by Contractor and accepted by Owner, except as set forth in Section 16.7, or if immediate action is reasonably required to address an emergency which endangers human health or property; or (b) received a written Owner Directive; or (c) received Notice from Owner indicating that Owner does not believe that Contractor is entitled to a Change in Work with respect to the matters that are the subject of Contractor's Notice of a change or claim, and directing that Contractor proceed with the disputed Work. In the absence of such executed Change In Work Form, except as set forth in Section 16.7 or in the event of such emergency, if Contractor undertakes any changes in the Work, or performs extra work or otherwise incurs

added costs, then Contractor shall make any such changes at Contractor's risk and expense and shall not be entitled to any schedule modification or payment hereunder for undertaking such changes (subject to Contractor's right to a Change In Work in the circumstances specified in Sections 8.4.1, 8.4.2 and 8.4.3). Nothing in this Section 16.6 shall be deemed to waive Contractor's or Owner's right to avail itself of the dispute resolution procedures pursuant to Article 31 with respect to disputed Change In Work Forms.

16.7. **Owner Directives.**

If Contractor and Owner are unable to agree on whether a Change In Work has occurred or on the matters described in a Change In Work Form, regardless of whether such Change In Work Form was initiated by Contractor or by Owner, Contractor shall perform the Work as Owner so directs in writing (provided that such work is subject to the limitations set forth in Section 16.2 (an "**Owner Directive**")) on a monthly time-and-materials basis, plus a fee of ten percent (10%) for overhead and general and administrative costs and profit, in accordance with the following procedures:

(a) Contractor shall, as soon as practicable, prepare and submit to Owner a preliminary written estimate relating to the Owner Directive;

(b) the Parties shall then promptly mutually agree on the schedule and other changes in terms and conditions associated with work under the Owner Directive, including the estimate described in clause (a) of this Section 16.7;

(c) Owner shall assign a "Pending Item Claim Number" to the Work in question and shall issue Contractor a separate Notice to proceed;

(d) Contractor shall proceed to perform the Work identified therein;

(e) Using the "Pending Item Claim Number" to identify the Work identified in the Owner Directive, Contractor shall submit on a monthly basis a Contractor's Invoice to Owner for payment of an amount equal to the sum of the time and materials costs, which may include reasonable allowances for overhead and profit; and

(f) Upon Owner's request, Contractor shall prepare and provide reasonable calculations of any such charges and Subcontractor invoices, time sheets and such other reasonable documents to support such Contractor's Invoice.

Contractor expressly waives any other compensation or relief as a result of such Owner Directive.

16.8. **Disputed Changes In Work.**

Any Disputes regarding a Change In Work Form or whether a Change In Work has occurred or that are otherwise related to a Change In Work shall be subject to the dispute resolution provisions of Article 31.

16.9. **No Suspension.**

The Contractor shall not suspend or stop the Work pending resolution of any alleged or proposed Change In Work unless directed by the Owner in writing to suspend the Work.

17. WARRANTIES CONCERNING THE WORK

17.1. **Defect and Design Warranties.**

With respect to the Electric Vehicle Charging System (EV) , Contractor warrants and guarantees to Owner:

17.1.1. Defect Warranty.

That all Work, including the supply of Equipment (other than the Electric Vehicle Charging System (EV) included in the Equipment, which such warranty is set forth in Section 17.1.3) furnished by Contractor (and any of its Subcontractors or Suppliers) for the Electric Vehicle Charging System (EV) shall:

(a) be free from Defects in material, manufacture and workmanship;

(b) be new and unused (when installed) unless the Parties agree otherwise in advance and in writing;

(c) be of good quality and good condition (when installed);

(d) conform to the applicable requirements of the Statement of Work;

(e) be in compliance with Applicable Law and Industry Standards; and

(f) with respect to Equipment, be free from any charge, lien, security interest or other encumbrance.

(the "**Defect Warranty**").

17.1.2. Design Warranty.

That the design of the Electric Vehicle Charging System (EV) (for avoidance of doubt, other than the Electric Vehicle Charging System (EV) included in the Equipment, which such warranty is set forth in Section 17.1.3) shall conform to Section 1.6 of the Statement of Work, Industry Standards and Applicable Law (the "**Design Warranty**").

17.1.3. Electric Vehicle Charging System (EV) Warranty.

Contractor shall procure from the relevant Suppliers warranties for the Electric Vehicle Charging System (EV) for the Electric Vehicle Charging System (EV) in accordance with the Warranty Terms and Conditions. Contractor shall install such Electric Vehicle Charging System (EV) in accordance with the System Design and Application document (the "**SDA**") attached hereto as Exhibit T, Owner specifications set forth in this Agreement and Applicable Law (collectively, "**Installation Requirements**"). Contractor's failure to install such Electric Vehicle Charging System (EV) in accordance with the Installation Requirements shall not provide a basis for invalidating the Warranty Terms and Conditions. The Parties agree that Contractor shall be permitted to supply and install Electric Vehicle Charging System (EV) that contain minor visual spots or blemishes; provided that none of the Warranties provided herein, the Capacity Tests to be performed hereunder or the Warranty Terms and Conditions shall in any way be conditioned as a result of such visual spots or blemishes.

17.2. **Warranty Periods**

17.2.1. Defect Warranty Period.

Contractor shall provide the Defect Warranty for a period ending twelve (12) months after the Final Completion Date (the "**Defect Warranty Period**"); provided, however, that the warranty period for any Equipment for the Electric Vehicle Charging System (EV) required to be re-performed, repaired, corrected or replaced following discovery of a Defect or other non-compliance with the Defect Warranty during the Defect Warranty Period shall continue until the end of the later of (a) the expiration of the Defect Warranty Period and (b) one (1) year from the date of completion of such repair or replacement.

Notwithstanding any other provision of this Section 17.2, the Defect Warranty Period (as the same may be extended pursuant to clause (b) of this Section 17.2.1) shall end no later than twenty-four (24) months after the Final Completion Date.

17.2.2. Design Warranty Period.

Contractor shall provide the Design Warranty applicable to the Electric Vehicle Charging System (EV) for a period of twelve (12) months commencing on the Final Completion Date (the "**Design Warranty Period**").

17.3. **Exclusions**

17.3.1. Defect Warranty and Design Warranty.

The Defect Warranty and Design Warranty shall not apply to:

(a) damage to or failure of any Work or Equipment to the extent such damage or failure is directly caused by:

(i) a failure by Owner or its representatives, agents or contractors to maintain or operate such Equipment in accordance with Industry Standards or in accordance with the recommendations set forth in the Required Manuals but only if such failure occurs after the Substantial Completion Date;

(ii) operation of such Equipment by Owner or its representatives, agents or contractors in excess of operating specifications for such Equipment as set forth in the Required Manuals but only if such failure occurs after the Substantial Completion Date; or

(iii) a Force Majeure Event or an Excusable Event; and

(b) items that require replacement due to normal wear and tear, normal erosion or corrosion or casualty loss.

17.3.2. Operating Personnel.

Notwithstanding the foregoing, prior to the training of the Operating Personnel provided by Contractor pursuant to Section 3.17, any adverse stress or damage to the Equipment caused by Operating Personnel while under the direction of Contractor shall be the responsibility of Contractor, except to the extent such Operating Personnel's acts or omissions constitute negligence or willful misconduct.

17.4. **Enforcement by Owner; Subcontractor Warranties; Supplier Warranties.**

All Subcontractors', manufacturers', and Suppliers' warranties and guarantees, express or implied, respecting any part of the Work, any Equipment, and any materials used therein shall be deemed obtained by Contractor for the benefit of Owner without the necessity of separate transfer or assignment thereof. However, the Contractor shall use its Commercially Reasonable Efforts to cause all written warranties and guarantees to name the Owner as the recipient and beneficiary.

17.4.1. Owner's Right to Enforce Warranties.

Commencing on the expiration of the Defect Warranty Period, Owner shall be entitled to

enforce all applicable, unexpired original warranties from Subcontractors, and Contractor shall use Commercially Reasonable Efforts, at Owner's cost, to assist Owner in enforcing such warranties, when and as reasonably requested by Owner. In addition, prior to the expiration of such Defect Warranty Period, Owner, at its option and upon prior Notice to Contractor, may enforce the Defect Warranty against any Subcontractor if a Contractor Event of Default exists and this Agreement has been terminated in accordance with Article 19.

17.4.2. Assignment of Warranties by Contractor.

If a Contractor Event of Default exists and this Agreement has been terminated in accordance with Article 19, or otherwise at the end of the Defect Warranty Period, Contractor shall assign all applicable, unexpired and assignable original warranties of all Suppliers, at the request and direction of Owner, to Owner, subject to the terms and conditions of any such remaining warranties of all Suppliers; provided, however, that, notwithstanding such assignment, Contractor shall be entitled to enforce each such warranty through the end of such Defect Warranty Period. Contractor shall use Commercially Reasonable Efforts to cause Owner to be an express third-party beneficiary of all such warranties of the Supplier (but at no additional cost to Contractor for such warranties). At Owner's request, Contractor shall deliver to Owner, at the end of such Defect Warranty Period, copies of all subcontracts containing such assignable warranties (with reasonable redactions to keep commercial and economic terms confidential).

17.5. **Correction of Defects**

17.5.1. Notice of Warranty Claim.

Promptly upon Owner's Notice to Contractor of the discovery of any failure of the Work to meet the Defect Warranties or Design Warranties, which failure shall have arisen prior to the expiration of the Defect Warranty Period or Design Warranty Period, as applicable, Contractor shall promptly (at Contractor's option and expense), correct, repair or replace the Defect. Any remediation or repair performed by Contractor shall be performed to the standards set forth in this Agreement. Additionally, Contractor shall pay the cost of removing any Defect and the cost of re-performing, repairing, replacing or testing such part of the Work as shall be necessary to cause the Work to conform to the Warranty. The timing of and the work to be completed with respect to any such remediation or repair shall be subject to Owner's approval, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing and subject to Section 17.5.3, if any of the Work shall fail to satisfy the Warranty during the Warranty Period, and such failure endangers human health or property or materially and adversely affects the operation of the Electric Vehicle Charging System (EV), Contractor shall correct the failure as soon as is practicable. Notwithstanding anything to the contrary herein, Contractor shall have a right to dispute any Defect Warranty claim.

17.5.2. Failure of Contractor to Perform Warranty Work.

Contractor shall be given a reasonable opportunity to perform any Work under its Defect Warranty or Design Warranty under this Article 17. If Contractor does not use its reasonable efforts to promptly proceed to complete the warranty work for the Electric Vehicle Charging System (EV), or cause any relevant Subcontractor to proceed to complete such warranty work, required to satisfy any warranty claim properly asserted under the terms of this Article 17, Owner shall, after giving Contractor at least three (3) Business Days' prior Notice of Owner's intent to perform the remedy itself, have the right to perform the necessary warranty work to remedy the warranty claim, or have third parties perform the necessary warranty work and Contractor shall bear the reasonable costs thereof.

17.5.3. Chronic Failure.

If a chronic failure of any component occurs during the Defect Warranty Period, the Contractor will investigate the root cause of the failure and repair, replace or adjust to correct the root cause of the chronic failure in accordance with Industry Standards. For the purpose of this Section 17.5.3, chronic

failure shall mean a substantially similar failure occurring more than two (2) times within a twelve (12) month period.

17.6. **Limitations On Warranties.**

EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN ARTICLE 4, THIS ARTICLE 17 AND SECTION 18.2.1, CONTRACTOR DOES NOT MAKE ANY OTHER EXPRESS WARRANTIES OR REPRESENTATIONS, OR ANY IMPLIED WARRANTIES OR REPRESENTATIONS, OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

18. EQUIPMENT IMPORTATION; TITLE

18.1. **Importation of Equipment.**

Contractor or its Subcontractors, at Contractor's own cost and expense, shall make all arrangements, including the processing of all documentation, necessary to import into the United States the Equipment and any other equipment and other items necessary to perform the Work and shall coordinate with the applicable Governmental Authorities in achieving clearance of United States customs for all such Equipment and other items and, to the extent available under Applicable Laws of the United States but without limiting Contractor's liability, for any and all Taxes as specified in Section 5.2.

18.2. **Title**

18.2.1. Condition.

Subject to Section 18.2.2, Contractor warrants good and marketable title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever (other than those created by Owner or any Owner's Separate Contractor), to all Work, Equipment and other items furnished by Contractor or any of its Subcontractors and that (x) become part of the Electric Vehicle Charging System (EV) or (y) are to be used for the operation, maintenance or repair thereof.

18.2.2. Transfer.

Title to all Equipment and all Work provided hereunder for the Electric Vehicle Charging System (EV) shall pass in accordance with Section 18.2.1 to Owner upon the earlier of payment for such Equipment or incorporation of such Equipment or Work into the Project (other than to the extent set forth in Section 19.4(a)); provided, however, that the vesting of title to Owner shall not impose any obligations on Owner or relieve Contractor of any of its obligations hereunder. Owner shall have a security interest in all Equipment pursuant to the Uniform Commercial Code, and Contractor agrees to take all action necessary to perfect such security interest in Owner.

18.2.3. Custody During Performance.

The transfer of title shall in no way affect Owner's rights as set forth in any other provision of this Agreement. Contractor shall have care, custody, and control of all Equipment for the Electric Vehicle Charging System (EV) and exercise due care with respect thereto until the earlier of the Substantial Completion Date or the termination of this Agreement.

18.3 Transfer of Care, Custody and Control.

On and after the Substantial Completion Date or the termination of this Agreement, Owner shall take complete possession and control and assume responsibility for the daily operation and maintenance of the Electric Vehicle Charging System (EV).

19. DEFAULTS AND REMEDIES

19.1. Contractor Events of Default.

Contractor shall be in default of its obligations pursuant to this Agreement upon the occurrence of any one or more events of default set forth below (each, a **"Contractor Event of Default"**)

(a) Contractor becomes insolvent, generally does not pay its debts as they become due, admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors, or Contractor commences any case, proceeding or other action seeking reorganization or receivership, or adopts an arrangement with creditors, under any bankruptcy, insolvency, reorganization or similar law of the United States or any state thereof for the relief of creditors or affecting the rights or remedies of creditors generally;

(b) insolvency, receivership, reorganization, or bankruptcy or similar proceedings are commenced against Contractor and such proceeding shall remain undismissed or unstayed for a period of thirty (30) days;

(c) any material representation or warranty made by Contractor herein was false or misleading when made;

(d) Contractor purports to assign or transfer this Agreement or any right or interest herein except in accordance with Article 26;

(e) Contractor fails to maintain any insurance coverages required of it in accordance with Article 21 and Contractor fails to remedy such breach within three (3) Business Days after the earlier of the date on which Contractor first receives a Notice from Owner with respect thereto;

(f) Contractor fails to discharge or remove any lien or claim filed against Owner, the Project or the underlying property, or against any improvements thereof, as and when required by this Agreement;

(g) Contractor fails to make prompt payments due and owing to any Subcontractor, as required by this Agreement or Applicable Law;

(h) Contractor submits a fraudulent claim (including an exaggerated or unsupported request for additional compensation) in an effort to unfairly obtain additional compensation from Owner;

(i) Contractor fails to perform any provision of this Agreement providing for the payment of money to Owner, except for any disputed amounts, or Contractor fails to perform any material provision of this Agreement not otherwise addressed in this Section 19.1;

(j) the Substantial Completion Date has not occurred by the sixtieth (60th) day after the Substantial Completion Guaranteed Date of the Electric Vehicle Charging System (EV) , as such date may be extended pursuant to the provisions of this Agreement;

(k) except as a result of an Owner Event of Default or a Force Majeure Event, (i) Contractor Abandons the Work and Contractor fails to remedy such breach within ten (10) days after the date on which Contractor first receives a Notice from Owner with respect thereto, or (ii) Contractor fails to commence performance of the Work for the Electric Vehicle Charging System (EV) within ten (10) Business Days after the Full Notice to Proceed Date of the Electric Vehicle Charging System (EV); or

(l) if Contractor Credit Support is invalid for any reason, is no longer in effect or is unenforceable at any time at which Contractor Credit Support is required to be in force.

19.2. **Owner's Rights and Remedies.**

If a Contractor Event of Default occurs, subject to Article 30, Owner shall give Contractor Notice and a ten (10) day cure period unless a shorter cure period is set forth for a particular Contractor Event of Default in Section 19.1 (each a "**Contractor Cure Period**"). If such breach cannot be remedied within the applicable Contractor Cure Period, such period shall be extended if: (i) curing such failure reasonably requires more than the Contractor Cure Period; and (ii) Contractor commences such cure within such Contractor Cure Period and diligently prosecutes such cure. Where an extension is warranted, Owner and Contractor shall use their Commercially Reasonable Efforts to agree upon an appropriate Contractor Cure Period in good faith, provided that the failure to so agree shall not affect the rights and obligations of the Parties hereunder. If Contractor fails to cure the Contractor Event of Default within the applicable Contractor Cure Period or agreed-upon extension, Owner or its assignees shall have the following rights and remedies and may elect to pursue any or all of them, in addition to any other rights and remedies that may be available to Owner hereunder, and Contractor shall have the following obligations:

(a) (i) Owner may terminate this Agreement by giving Notice of such termination to Contractor;

(ii) if Owner terminates this Agreement in accordance with the provisions hereof, Contractor shall withdraw from the Site, shall assign (to the extent such subcontract may be assigned) to Owner (without recourse to Contractor) such of Contractor's subcontracts as Owner may request, and shall license, in the manner provided herein, to Owner all Intellectual Property Rights of Contractor related to the Work reasonably necessary to permit Owner to complete or cause the completion of the Work, and in connection therewith Contractor authorizes Owner and its respective agents to use such information in completing the Work, shall remove such materials, equipment, tools, and instruments used by and any debris or waste materials generated by Contractor in the performance of the Work as Owner may direct, and Owner may take possession of any or all Contractor Deliverables necessary for completion of the Work (whether or not such Contractor Deliverables are complete); and

(iii) if Owner terminates this Agreement, Owner may seek damages as provided in Section 20.1;

(b) Owner may proceed against the Contractor Credit Support;

(c) Owner may seek equitable relief solely to cause Contractor to take action, or to refrain from taking action, pursuant to this Agreement, or make restitution of amounts improperly received under this Agreement;

(d) Owner may pursue the dispute resolution procedures set forth in Article 31 to enforce the provisions of this Agreement;

(e) Owner may make such payments as are reasonably required to cure any monetary-related Contractor Event of Default and either offset the cost of such payment against payments otherwise due to Contractor under this Agreement or Contractor shall be otherwise liable to pay and reimburse such amounts plus interest at the Contract Interest Rate to Owner promptly;

(f) Owner may suspend the Work by giving Notice of such suspension to Contractor; or

(g) Without exercising Owner's termination for default rights, Owner may perform the obligation in respect of which Contractor is in default, all at Contractor's expense, using Owner's own forces or by engaging other contractors.

19.3. **Owner Event of Default.**

Owner shall be in default of its obligations pursuant to this Agreement upon the occurrence of any one or more events of default set forth below (each, an "**Owner Event of Default**"):

(a) Owner becomes insolvent, generally does not pay its debts as they become due, admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors, or Owner commences any case, proceeding or other action seeking reorganization or receivership, or adopts an arrangement with creditors, under any bankruptcy, insolvency, reorganization or similar law of the United States or any state thereof for the relief of creditors or affecting the rights or remedies of creditors generally;

(b) insolvency, receivership, reorganization, or bankruptcy or similar proceedings are commenced against Owner and such proceeding shall remain undismissed or unstayed for a period of thirty (30) days;

(c) any material representation or warranty made by Owner herein was false or misleading when made;

(d) Owner purports to assign or transfer this Agreement or any right or interest herein, except in accordance with Article 26;

(e) Owner fails to perform any provision of this Agreement requiring Owner to pay money to Contractor and such failure continues for ten (10) days after Owner has received a Notice from Contractor with respect thereto; or

(f) Owner fails to perform any material provision of this Agreement not otherwise addressed in this Section 19.3.

19.4. **Contractor's Rights and Remedies.**

If an Owner Event of Default occurs, subject to Article 30, Contractor shall give Owner Notice of such Owner Event of Default and a seven (7) day period in which to cure the Owner Event of Default unless a shorter cure period is set forth for a particular Owner Event of Default in Section 19.3. If the Owner Event of Default is not cured within such cure period, and subject to Article 30, Contractor shall have the following rights and remedies:

(a) to seek equitable relief solely to cause Owner to take action, or refrain from taking action, pursuant to this Agreement, or make restitution of amounts improperly received under this Agreement;

(b) to pursue the dispute resolution procedures set forth in Article 31 to enforce the provisions of this Agreement; or

(c) suspend the Work by giving Notice of such suspension to Owner; provided that such Notice of suspension may be given by Contractor either concurrently with or at any time after Contractor has issued a Notice described in Section 19.4(b), or

(d) if the Owner Event of Default is not cured within thirty (30) days of Notice of Owner Event of Default, Contractor may give notice of its intent to terminate this Agreement by giving Notice thereof to Owner, and Contractor may terminate this Agreement, in which case such termination shall be deemed to be a termination for Owner's convenience pursuant to Section 20.2.

20. TERMINATION OR SUSPENSION

20.1. **Termination and Damages for Contractor Event of Default.**

20.1.1. Consequences of Contractor Event of Default.

In the event of a Contractor Event of Default, and Contractor's failure to cure the Contractor Event of Default as provided by Section 19.2, Owner may terminate Contractor's Work by Notice to Contractor. Contractor shall be liable to Owner for any and all actual costs and damages to Owner as a result of such Contractor Event of Default. It is understood that, to the extent that the actual costs of completing the Work—including out-of-pocket costs paid by Owner in obtaining a replacement contractor, replacement Equipment or services, or otherwise to perform the Work or for professional services required as a consequence of such Contractor Event of Default, exceed those costs that would have been payable to Contractor but for such Contractor Event of Default, Contractor shall be obligated to pay the difference to Owner; provided, however, that the Parties acknowledge and agree that nothing in this Section 20.1 is intended to, and shall not, increase or otherwise affect Contractor's aggregate limit of liability set forth in Section 30.2(a). Subject to the proviso in the immediately preceding sentence, Contractor shall, in addition to such actual costs, remain liable for Delay Liquidated Damages under Article 15 to the extent accrued prior to the date of termination. In addition, in the event of a Contractor Event of Default, no additional payments to Contractor shall be deemed amounts due or owing until the liability of Contractor is determined in accordance with this Agreement, if any, under this Section 20.1. Upon determination of the total cost of the Work, and costs and damages caused by Contractor Event of Default, Owner shall Notify Contractor in writing of the amount, if any, that Contractor shall pay Owner.

Contractor acknowledges, subject to Contractor's aggregate limit of liability set forth in Section 30.2(a), that in the event of such a termination, Owner may enter into a contract for the completion of the Electric Vehicle Charging System (EV) with substantially the same deliverables, completion deadlines, and liquidated damages as are provided for in this Agreement, taking into account additional time required to procure such contract and to allow for transition to a new contractor when determining completion deadlines that may be different from those set forth in this Agreement, and that the cost to complete the Electric Vehicle Charging System (EV) in such event may greatly exceed the cost hereunder, including amounts paid to induce any replacement contractor to keep substantially similar completion deadlines, deliverables, and liquidated damages as provided for in this Agreement and/or warrant any Work performed by Contractor prior to termination.

Notwithstanding the foregoing, the Parties acknowledge that this contract is funded in whole or in part by funds made available under a NMDOT Grant Agreement. Should the NMDOT early terminate the grant agreement, Truth or Consequences may early terminate this contract by providing Contractor with written notice of such termination. In the event of termination pursuant to this paragraph, Truth or Consequence's sole liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.

20.1.2. Deemed Termination for Convenience.

If it is determined for any reason that there was not a Contractor Event of Default or that Owner was not entitled to the remedy against Contractor provided above, the termination will be deemed to be a termination for convenience pursuant to Section 20.2, and Contractor's sole and exclusive remedies whether in tort, contract or otherwise against Owner shall be the same as, and shall be strictly limited to, those afforded in Section 20.2.

20.2. **Termination for Convenience.**

20.2.1. Termination for Convenience; General.

Owner may in its sole discretion terminate the Work or this Agreement in whole or in part without cause at any time by giving Notice of termination to Contractor, to be effective upon such Notice by Owner or upon such other termination date specifically identified by Owner therein. If Owner terminates such Work without cause or for any cause other than a Contractor Event of Default specified in Section 20.1, then Owner and Contractor shall have the following rights, obligations and duties:

(a) Cancellation Charge.

If such Work is terminated pursuant to this Section 20.2, as total compensation for such Work performed through the effective date of such termination and demobilization of such Work, Owner shall pay to Contractor only: (x) any amount owing under any unpaid, undisputed invoice prior to the effective date of such termination; and (y) after the effective date of termination, an amount equal to Contractor's actual, demonstrable and reasonable direct costs (exclusive of overhead and profit) incurred in the demobilization of such Work, but less salvage value of materials or Equipment which Owner elects not to accept. In no event shall the amount paid to the Contractor exceed the unpaid balance of the Contract Price. Contractor hereby waives and forfeits all other claims for payment and all other damages, including anticipated profits on Work not performed.

(b) Contractor Cooperation.

Contractor shall cooperate with Owner reasonably and in good faith to minimize Contractor's expenses associated with a termination under this Section 20.2, including taking reasonable action requested by Owner to reduce Suppliers' or Subcontractors' cancellation charges in connection with such termination. Immediately upon issuance of the Notice of termination pursuant to this Section 20.2, Contractor shall cease all operations, or cease those operations specified by Owner in the Notice. Contractor shall place no further subcontracts or orders for materials, services, Equipment or facilities, except as necessary to complete any portion of the Work that is not terminated. Contractor shall assign to Owner, if requested, all right, title and interest of Contractor under any subcontracts that Owner elects to accept. Contractor shall terminate all subcontracts that relate to the terminated Work, and that Owner does not elect to accept by assignment. As directed by Owner, Contractor shall, upon termination under this Section 20.2, grant title and deliver to Owner the Work in progress, completed Work, supplies, Equipment and material produced or acquired for the terminated Work, and any completed or partially completed plans, drawings, as-built drawings, construction information and other property that, if the Work had been completed, would be required to be delivered to Owner. In relation to the foregoing, Contractor shall take any action that may be reasonably necessary, or that Owner may reasonably direct, in each case at Owner's cost, for the protection and preservation of the Work. Upon any such termination Owner shall return to Contractor all Contractor Credit Support that Owner then holds to the extent that such Contractor Credit Support has not as of the termination date been previously called upon by Owner.

20.2.2. Claims for Payment.

All claims for payment by Contractor under this Section 20.2 must be made within fifteen (15) days after the effective date of termination hereunder. Owner shall make payments under this Section 20.2 in accordance with and subject to the requirements of Article 6.

20.3. **Suspension by Owner**

20.3.1. Suspension for Convenience.

Owner may suspend performance of the Work at any time for its convenience by giving five (5) Business Days' advance Notice thereof to Contractor (**"Suspension for Convenience"**). Such Suspension for Convenience shall continue for the period specified in the suspension Notice. The Contract Price shall be adjusted and Contractor shall be entitled to such other relief as provided in Section 20.3.4 to reflect any additional increased costs of and delays to the Work Schedule that Contractor actually and demonstrably suffers or incurs from any such suspension. At any time after the effective date of the suspension, Owner may require the Contractor to resume performance of the Work on ten (10) Business Days' Notice.

20.3.2. Suspension for Cause.

(a) Stop Work Suspension for Cause.

Owner may (i) order Contractor to stop performance immediately of that portion of the Work that causes an imminent danger to life or damage to property or (ii) by giving ten (10) Business Days' advance Notice thereof to Contractor, suspend performance of the Work due to a Contractor Event of Default (each a "**Suspension for Cause**"). If the Work is suspended as a result of a valid Suspension for Cause, then Contractor shall not be entitled to any schedule extensions or change in the cost of the performance of the Work, pursuant to Article 16, for the associated impact of such Suspension for Cause, except to the extent a Suspension for Cause identified in part (i) above arises as a result of a Force Majeure Event or an Excusable Event. Owner's right to suspend performance of the Work under this Section 20.3.2(a) shall be without prejudice to any other right or remedy Owner may have under this Agreement.

(b)Resumption of Work.

In the case of a Suspension for Cause pursuant to Section 20.3.2(a) once the cause of such Suspension for Cause has been resolved by Contractor in accordance with the instructions of Owner in its Notice of Suspension for Cause as provided above or by other reasonable means identified by Contractor and agreed to by Owner, and if this Agreement is still in effect, then if Owner does not re-order the resumption of the Work after five (5) Business Days' Notice, any further delay to the resumption of the Work shall be considered an Owner-Caused Delay. In the event that any such Suspension for Cause is subsequently determined not to have been properly issued in accordance with the provisions of Section 20.3.2(a), then such suspension shall be deemed to have been a Suspension for Convenience ordered pursuant to Section 20.3.1, and Owner shall make any payments due as a result of the same under such Section.

20.3.3. Contractor's Termination Right.

If, at the end of the suspension period specified pursuant to Section 20.3.1, Owner has not requested a resumption of the Work or has not Notified Contractor of any extension of the suspension period (but in no event beyond one hundred eighty (180) days in the aggregate for all such suspensions), Contractor may, upon ten (10) days' advance Notice to Owner, terminate this Agreement, and such termination shall be deemed to be a termination for Owner's convenience pursuant to Section 20.2, and Contractor's sole and exclusive remedies whether in tort, contract or otherwise against Owner shall be the same as, and shall be strictly limited to, those afforded in Section 20.2.

20.3.4. Extension of Time and Compensation Rights.

In the case of any suspension under Section 20.3.1:

(a) the Work Schedule, Milestone Items and the Substantial Completion Guaranteed Date shall be extended by a period no less than the suspension period, plus a reasonable period for demobilization and remobilization, as mutually agreed upon by Contractor and Owner (plus an additional period, to the extent necessary, to compensate for the effect such suspension could be expected to have on the schedule for performing the Capacity Test in order to provide the necessary stabilization period to mitigate any transient effects on the Electric Vehicle Charging System (EV) resulting from being stored, idle or unutilized);

(b) Owner shall pay Contractor for those reasonable costs and cost increases actually incurred during the suspension period that are documented by Contractor to the reasonable satisfaction of Owner, to the extent directly attributable to the suspension, and that are incurred:

(i) for the purpose of safeguarding or storing the Work and the Equipment at the point of fabrication, in transit, or at the Site;

(ii) for personnel, Subcontractors or Equipment, the payments for which are continued during the suspension period;

(iii) for costs of demobilization and remobilization of Contractor and its Subcontractors, including suspension costs set forth in any subcontract, purchase order or other agreement;

(iv) for rescheduling the Work (including penalties or additional payments to Subcontractors for the same) which may include reasonable allowances for overhead and profit.

20.4. **Claims for Payment.**

All claims by Contractor for compensation or extension of time under Sections 20.3.2 and 20.3.4 must be made within sixty (60) days after Notice from the Owner that the Work has been terminated or the suspension period has ended, respectively.

21. INSURANCE

21.1. **General.**

21.1.1. Contractor Insurances.

Contractor shall procure at its own expense and maintain in full force and effect for the Electric Vehicle Charging System (EV) the minimum insurance coverages and limits as required under Section 21.2 of this Agreement, with responsible insurance companies authorized to do business in the United States.

21.1.2. Owner Insurances.

Owner shall procure at its own expense and maintain in full force and effect for the Electric Vehicle Charging System (EV) as required under this Agreement, with responsible insurance companies authorized to do business in the United States, the types and limits of insurance as set forth in Section 21.3.

21.1.3. Financial Strength of Insurance Providers.

Such insurance companies shall have an A.M. Best Insurance financial strength rating of A VIII or better in the latest edition of A.M. Best.

21.1.4. Capitalized Terms.

Capitalized terms used in this Article 21 and not otherwise defined in this Agreement shall have the meanings generally ascribed to them in the commercial insurance industry in the United States.

21.1.5. Additional Insurances.

Each Party, at its own cost, may purchase any additional insurance it believes necessary to protect its interests, but these costs cannot be passed on to the other Party.

21.2. **Contractor's Insurance.**

Contractor's obligations to obtain and maintain in full force and effect the insurance policies specified in this Article 21 shall be subject to the specified coverage being available on commercially reasonable terms. If any such coverage is not available, the Parties shall work together to find a mutually acceptable alternative.

21.2.1. Workers' Compensation and Employer's Liability Insurance.

Contractor shall maintain workers' compensation insurance and such other forms of insurance which Contractor is required to maintain in order to comply with statutory limits under workers' compensation laws of any applicable jurisdiction in the United States (and any other location in which the Work is to be

performed), where applicable, and employer's liability (including occupational disease) coverage with limits of at least One Million Dollars ($1,000,000) per accident, One Million Dollars ($1,000,000) for disease, and One Million Dollars ($1,000,000) for each employee, which shall cover all of Contractor's employees, whether full-time, leased, temporary or casual, who are engaged in the Work.

21.2.2. Commercial General Liability Insurance

Contractor shall maintain commercial general liability insurance written on an occurrence basis and with a combined single limit of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) per project annual aggregate and Two Million Dollars ($2,000,000) products and completed operations per project annual aggregate. Aggregate limits shall reinstate annually, be on a per project basis, dedicated entirely to the project or location for which Work is to be provided under this Agreement, and shall not be shared with any other obligations of Contractor. Such insurance shall include coverage for premises/operations liability, for products/completed operations, broad form contractual liability for written contracts, broad form property damage and personal injury liability, and independent contractors liability for Work performed on the Site and off the Site. With respect to the performance of construction activities for the Electric Vehicle Charging System (EV) , Contractor shall maintain extended completed operations coverage, for at least five (5) years after Owner's final acceptance of the Work for the Electric Vehicle Charging System (EV) either through policies in force or through an extended reporting period endorsement. Contractor shall certify that such coverage is in place for up to ten (10) years after the Project is completed within thirty (30) days after Contractor's receipt of a written notice from Owner requesting such certification. Such insurance shall provide severability of interests or cross liability provisions permitting one insured to bring a claim against another insured, and shall be endorsed to include Owner and its Affiliates and their respective directors, officers, managers, representatives, agents and employees or any other parties that are related to the Project and that Owner is contractually obligated to include as additional insureds prior to loss, limited only to the extent required, if applicable, by NMSA 1978 § 56-7-1, as amended. Such additional insured status shall apply regardless of the enforceability of the indemnity provisions in this Agreement. Such insurance maintained by Contractor shall be primary with respect to the interest of Owner, and any other insurance or self-insurance maintained by Owner or its Affiliates is in excess and not contributory to Contractor's insurance in all instances regardless of any like insurance that Owner or any of its Affiliates may have. Minimum insurance can be satisfied through a combination of primary and umbrella/excess liability insurance policies.

21.2.3. Commercial Automobile Liability Insurance.

Contractor shall maintain commercial automobile liability insurance (including coverage for owned, non-owned and hired automobiles) covering vehicles used by Contractor in connection with the Work in an amount of at least One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage. Contractor's automobile liability insurance coverage shall contain appropriate no-fault insurance provisions or other endorsements in accordance with Applicable Laws. Such insurance shall be endorsed to include Owner and its Affiliates and their respective directors, officers, managers, representatives, agents, employees or any other parties that are related to the Project and that Owner is contractually obligated to include as additional insureds prior to a loss, limited only to the extent required, if applicable, by NMSA 1978 § 56-7-1, as amended. Such additional insured status shall apply regardless of the enforceability of the indemnity provisions in this Agreement. Such insurance maintained by Contractor shall be primary with respect to the interest of Owner, and any other insurance or self-insurance maintained by Owner or its Affiliates is in excess and not contributory to Contractor's insurance policies in all instances regardless of any like insurance coverage that Owner or any of its Affiliates may have. Minimum insurance can be satisfied through a combination of primary and umbrella/excess liability insurance policies.

21.2.4. Umbrella or Excess Liability Insurance.

Contractor shall maintain umbrella/excess insurance on an occurrence basis covering claims in excess of the underlying insurance described in Sections 21.2.2 and 21.2.3, in the amount of at least lawyer's liability insurance (with coverage for completed operations for the Electric Vehicle Charging System (EV) to

be in place throughout the performance Two Million Dollars ($2,000,000) per occurrence in excess of the primary commercial general liability, commercial automobile liability, and emp of the Work for the Electric Vehicle Charging System (EV) and for five (5) years after Final Completion of the Electric Vehicle Charging System (EV) either through policies in force or through an extended reporting period endorsement). Contractor shall certify that such coverage is in place for up to five (5) years after the Project is completed within thirty (30) days after Contractor's receipt of a written notice from Owner requesting such certification. Insurance coverages and limits required herein should not in any way limit the extent of Contractor's responsibilities and liabilities specified elsewhere in this Agreement. Such insurance shall be written as follow-form or with an insurance coverage form that provides coverage that is at least as broad as the primary insurance policies, and shall satisfy the maintenance of the required limits either through a single umbrella liability insurance policy or a combination of umbrella liability and excess liability insurance policies.

21.2.5. Professional Liability Insurance.

If the Work includes engineering, architectural, design or other professional services, Contractor shall secure and maintain, professional liability insurance (errors and omissions), with no exclusions for bodily injury or property damage, with a minimum single limit of One Million Dollars ($1,000,000), per claim and per annual aggregate with coverage remaining in place throughout the performance of the Work. Such insurance may be written on a claims made basis rather than an occurrence basis as long as the policy (a) has a retroactive date prior to the date of Work commencement and (b) is maintained by Contractor throughout the performance of the Work for the Electric Vehicle Charging System (EV) and for at least three (3) years after Final Completion of the Electric Vehicle Charging System (EV) either through ongoing policy renewals or an extended reporting period.

21.2.6. Pollution Liability Insurance.

Contractor shall maintain pollution liability insurance or the equivalent, with a minimum limit of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate. Such insurance shall include coverage for pollution losses, including but not limited to bodily injury, property damage, and financial loss arising out of Contractor's operations and completed operations and for sudden and gradual pollution arising out of Contractor's performance under this Agreement. Such insurance shall add Owner and its Affiliates and their respective directors, officers, managers, representatives, agents, employees or any other parties that are related to a Project and that Owner is contractually obligated to include as additional insured prior to a loss as an additional insured with respect to Work performed under this Agreement, limited only to the extent required, if applicable, by NMSA 1978§ 56-7-1, as amended.

21.2.7. Equipment, Supplies and Materials.

All equipment, supplies and materials (a) belonging to Contractor or to any of its Subcontractors or (b) used by or on behalf of Contractor or any of its Subcontractors for its performance hereunder which is not intended to become a permanent part of the completed Work shall be brought to and kept at the Site at the sole cost, risk and expense of Contractor or such Subcontractor, and Owner shall not be liable for loss or damage thereto.

21.3. **Owner's Insurance.**

Owner's obligation to obtain and maintain in full force and effect the insurance policies specified in this Article 21 shall be subject to the specified coverage being available on commercially reasonable terms. If any such coverage is not available, the Parties shall work together to find a mutually acceptable alternative.

21.3.1. Workers' Compensation Insurance and Employer's Liability Insurance.

In accordance with the laws of the State of New Mexico, Owner shall maintain in force workers' compensation insurance for all of its employees. Owner shall also maintain employer's liability coverage in an amount of not less than One Million Dollars ($1,000,000) per accident and per employee for

disease. In lieu of such insurance, Owner may maintain a self-insurance program meeting the requirements of the State of New Mexico along with the required employer's liability insurance.

21.3.2. Commercial General Liability Insurance

Owner shall maintain commercial general liability insurance written on an occurrence basis and with a combined single limit of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate. Such insurance shall include coverage for products/completed operations, broad form contractual liability for written contracts, broad form property damage and personal injury liability, and independent contractor liability. In lieu of the insurance described in this Section 21.3.2, Owner may maintain a self-insurance program or alternative insurance program structure, including a combination of insured/self-insured.

21.3.3. Commercial Automobile Liability Insurance.

Owner shall maintain commercial automobile liability insurance (including coverage for owned, non-owned, and hired automobiles) covering vehicles used by Owner, including the loading or unloading of such vehicles, in an amount of One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, and property damage. Owner's automobile liability insurance coverage shall contain appropriate no-fault insurance provisions or other endorsements in accordance with Applicable Laws. In lieu of the insurance described in this Section 21.3.3, Owner may maintain a self-insurance program.

21.3.4. Umbrella or Excess Liability Insurance.

Owner shall maintain umbrella/excess insurance on a claims-made basis covering claims in excess of the underlying insurance described in Sections 21.3.2 and 21.3.3 in the amount of Ten Million Dollars ($10,000,000) per occurrence in excess of the primary commercial general liability, automobile liability, and employer's liability insurance.

21.4. **Builder's All-Risk Insurance.**

A minimum of thirty (30) days prior to Contractor's commencement of its performance of the Work on the Site, Contractor shall obtain and thereafter at all times during performance of the Work for the Electric Vehicle Charging System (EV) expiring upon Substantial Completion of the Electric Vehicle Charging System (EV) , maintain, or cause to be maintained, builder's all-risk insurance. The completed value form shall specify the estimated completed value of the Electric Vehicle Charging System (EV) at the end of construction. The Builder's Risk Policy shall be endorsed to include: (A) named insured status for Owner and Contractor; (B) replacement cost coverage; (C) coverage for materials, supplies and equipment to be incorporated into the Electric Vehicle Charging System (EV) while such are located on-Site, in transit or while temporarily located off-Site for the purpose of repair, adjustment or storage at the risk of one of the insured parties; (D) permission for partial occupancy or use of the premises; (E) ordinance or law coverage, including (i) coverage for loss to the undamaged portion of the building, (ii) demolition cost coverage, and (iii) increased cost of construction; and (F) a loss payable endorsement naming as loss payees Contractor and Owner as their interests may appear. Such insurance shall provide for a waiver of the insurer's right to subrogate against Owner and Contractor where contractually required. Contractor shall be responsible for payment of any deductible to the extent the loss arises from the negligence of Contractor or its Subcontractors. Owner shall furnish to Contractor prior to commencement of the Project evidence of such coverage being in place including the following as applicable: (i) insurance company name, (ii) policy number, (iii) policy period, (iv) per occurrence and aggregate limits, and (v) deductibles.

21.5. **Loss Payable**

Losses if any, covered by builder's all-risk shall be payable to Owner, Contractor, or any other parties that are related to the Project and that Contractor is contractually obligated to include as loss payees prior to a loss, as their respective interests may appear. Any insurance claim proceeds shall be applied to the restoration

of the Electric Vehicle Charging System (EV) unless mutually agreed to otherwise by the Owner and Contractor. Any insurance proceeds remaining after payment of all restoration costs shall be applied to the Owner's account.

21.6. **Subcontractor Insurance**

Contractor shall require each of its Major Subcontractors performing work at the Site to obtain, maintain and keep in force during the time during which they are involved in performance of the Work, insurance coverage in accordance with the insurance requirements of Contractor set forth in Sections 21.2.1, 21.2.2, 21.2.3 and 21.2.4; provided, however, that the limits of any such Major Subcontractors' Umbrella Excess Liability Insurance policies otherwise maintained in accordance with the requirements under Section 21.2.4, shall not be less than Two Million Dollars ($2,000,000).

21.7. **Contractor Certificates.**

On or prior to the date that is thirty (30) days after the Full Notice to Proceed Date of the Electric Vehicle Charging System (EV) , Contractor shall furnish to Owner certificates of insurance from each insurance carrier showing that the above required insurance for the Electric Vehicle Charging System (EV) is in full force and effect, the amount of the carrier's liability thereunder, copies of all applicable additional insured and waiver of subrogation endorsements, and copies of endorsements from the applicable insurer, further providing that the insurance will not be canceled, materially changed or not renewed until the expiration of at least thirty (30) days (or ten (10) days in the case of cancellation due to non-payment of premiums) after notice of such cancellation, material change or non-renewal has been received by Owner. Contractor shall also be responsible for obtaining certificates of insurance for the insurances required to be maintained by such Major Subcontractor in accordance with Section 21.6 from each of the Major Subcontractors before such Major Subcontractor is allowed to commence Work and provide such certificates to the Owner upon request. Certificates of insurance submitted under this Section 21.7 shall be in form and content reasonably acceptable to Owner and shall provide that Owner and any Owner Financing Parties shall timely receive copies of any notices to Owner or Contractor under such policies of any default or other act or omission by Owner, Contractor or other insured parties that might invalidate, render unenforceable or result in a lapse of such policy in whole or in part. Certificates of each renewal of the insurance should also be delivered to the Owner and any Owner Financing Party promptly after receipt.

21.8. **Owner Certificates.**

On or prior to Contractor's commencement of its performance of the Work on the Site, Owner shall furnish to Contractor certificates of insurance from each insurance carrier, showing that the above required insurance is in full force and effect and the amount of the carrier's liability thereunder.

21.9. **Cost of Premium.**

It is expressly agreed and understood that:

(a) the cost of premiums and deductibles for insurance required to be maintained by Contractor as set forth in this Article 21 and all Taxes thereon shall be borne by Contractor, and shall be endorsed to provide that Owner shall have no liability for the payment of any premium thereon; and

(b) that the cost of premiums and deductibles for insurance required to be maintained by Owner as set forth in this Article 21 and all Taxes thereon shall be borne by Owner.

21.10. **Owner's Rights to Provide Insurances.**

If Contractor fails to provide or maintain any insurance required of it hereunder, Owner shall have the right, but not the obligation, to provide or maintain any such insurance, and to deduct the cost thereof from any amounts due and payable to Contractor (including from any amounts due and payable to Contractor in

respect of the Contract Price), or, if there are no such amounts due and payable to Contractor, Contractor shall reimburse Owner for such costs on demand. Should any of the policies required to be maintained by Contractor become unavailable or be canceled for any reason during the period of this Agreement, Contractor shall immediately procure replacement coverage. The failure of the Contractor to procure and maintain such replacement coverage (so as to provide continuous coverage) shall constitute a material breach hereunder.

21.11. **No Limitation of Liability.**

The insurance coverages required of Contractor set forth in this Article 21 shall in no way affect, nor are they intended as a limitation of, Contractor's liability with respect to its performance of the Work. Insurance requirements in this Agreement are independent of Contractor's liability under this Agreement. The insurance coverages required of Owner set forth in this Article 21 shall in no way affect, nor are they intended as a limitation of, Owner's liability with respect to its performance of its obligations hereunder.

21.12. **Other Terms and Provisions.**

21.12.1.Omissions; Errors.

It is hereby understood and agreed that the coverages afforded by the insurance policies required of either Party set forth in this Article 21 shall not be invalidated or affected by any unintentional omissions or errors.

21.12.2.Notification.

Contractor and Owner shall Notify the other Party of any and all incidents giving rise to an insurance claim, and otherwise keep the other Party timely apprised of insurance claim proceedings. Contractor shall timely Notify Owner of a builders risk claim and each Party shall provide reasonable assistance in the investigation of any known accident or occurrence involving injury to any person or loss or damage to property, and reasonably cooperate with the companies involved in adjusting any claim by securing and giving evidence, and obtaining the participation and attendance of witnesses, in each case, reasonably required for the investigation or defense of any claim or lawsuit.

22. RISK OF LOSS OR DAMAGE

22.1. **Care, Custody and Control.**

Until the Substantial Completion Date, Contractor shall have care, custody and control of the Electric Vehicle Charging System (EV) ; provided that upon Substantial Completion or the earlier termination of this Agreement and transfer of title to Owner pursuant to Article 18, Owner shall have care, custody and control of the Electric Vehicle Charging System (EV) to the extent of such transfer of title.

22.2. **Risk of Loss.**

Until the Substantial Completion Date or the early termination of this Agreement as provided in Article 19 or 20, subject to the provisions of this Article 22, Contractor assumes risk of loss, and, without limitation of its right to make claims for relief pursuant to Article 8, full responsibility, for the cost of replacing or repairing any damage to the Electric Vehicle Charging System (EV) and the applicable Work (including the Equipment) and assumes risk of loss, and full responsibility, for the cost of replacing or repairing any damage to, any maintenance equipment (including temporary materials, equipment and supplies) which is purchased by Contractor for permanent installation in, or for use during the construction of, the Electric Vehicle Charging System (EV) (other than, for the avoidance of doubt, the Owner Interconnection Facilities).

22.3. **Risk of Loss After Substantial Completion.**

Owner shall bear the risk of loss for, and full responsibility for, the cost of replacing or repairing any

damage to the Electric Vehicle Charging System (EV) from and after its Substantial Completion Date or upon earlier termination of this Agreement.

23. INDEMNIFICATION

23.1. Comparative Fault.

Notwithstanding anything to the contrary herein, and to the extent permitted by Applicable Law, it is the intent of the Parties that where fault is determined to have been joint or contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to such Party's fault.

23.2. By Contractor.

Subject to Section 23.1, to the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless, Owner and its employees, agents, partners, Affiliates, shareholders, members, directors, officers, managers and permitted assigns (each, an "**Owner Indemnitee**"), from and against the following:

(a) all Losses arising from third-party claims for property damage, personal injury or bodily injury or death to the extent caused by any negligent, willful, reckless or otherwise tortious act or omission (including strict liability) of Contractor or any Subcontractor during the performance of the Work or from Contractor or any Subcontractor failing to perform any of its obligations under this Agreement, or any curative action under any warranty following performance of the Work, of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts such Person may be liable;

(b) all Losses that directly arise out of or result from:

(i) all claims for payment of compensation for Work performed hereunder, whether or not reduced to a lien or mechanics lien, filed by Contractor or any Subcontractors, or other persons performing any portion of the Work, including reasonable attorneys' fees and expenses incurred by any Owner Indemnitee in discharging any Contractor Lien, except to the extent of a breach by Owner in relation to any obligation it has to make a payment under this Agreement;

(ii) employers' liability or workers' compensation claims filed by any employees or agents of Contractor or any of its Subcontractors; and

(iii) all outstanding claims for payment of compensation for Work performed hereunder filed by any Subcontractors that are listed in the Waiver and Release Upon Final Payment, whether or not reduced to a lien or mechanics lien, including reasonable attorneys' fees and expenses incurred by any Owner Indemnitee in discharging any Contractor Lien, except to the extent that any such claims relate to a good faith Dispute between Contractor and Owner;

(c) all Losses arising from third-party claims, including claims by Subcontractors and claims for property damage, personal injury or bodily injury or death that directly or indirectly arise out of or result from the failure of Contractor or any of its Subcontractors to comply with the terms and conditions of Applicable Laws during their performance of the Work;

(d) all fines or penalties issued by any Governmental Authority that directly arise out of or result from the failure of the Electric Vehicle Charging System (EV) , as designed, constructed and completed by Contractor or any Subcontractor, to be capable as of the Final Completion Date, of operating in compliance with all Applicable Laws or the conditions or provisions of all Applicable Permits (to the extent such Applicable Permits relate to the Work), in each case, as in effect as of the Final Completion Date;

(e) any and all fines, penalties or assessments issued by any Governmental Authority that Owner may incur as a result of executing any applications at Contractor's request;

(f) all Losses arising from claims by any Governmental Authority that directly or indirectly arise out of or result from the failure of Contractor to pay, as and when due, all Taxes, fees or charges of any kind imposed by any Governmental Authority for which Contractor is obligated to pay pursuant to the terms of this Agreement;

(g) all Losses arising from claims by any Governmental Authority claiming Taxes based on gross receipts or on income of Contractor, any of its Subcontractors, or any of their respective agents or employees with respect to any payment for the Work made to or earned by Contractor, any of its Subcontractors, or any of their respective agents or employees under this Agreement; and

(h) all Losses, including claims for property damage or bodily injury or death, whether or not involving damage to the Electric Vehicle Charging System (EV) or the Site, that arise out of or result from the use of Contractor Hazardous Materials (other than arising as a result of unlawful releases or spills described in Section 23.3(f)(ii), whether lawful or unlawful. Such use of or contamination by Contractor Hazardous Materials include:

(i) the storage, transportation, processing or disposal of such Contractor Hazardous Materials; and

(ii) any environmental condition caused by such Contractor Hazardous Materials.

23.3. **By Owner.**

Subject to Section 23.1, Owner shall defend, indemnify and hold harmless Contractor and its employees, agents, partners, Affiliates, shareholders, members, directors, officers, members, managers and permitted assigns (each, a "**Contractor Indemnitee**") from and against the following:

(a) all Losses arising from third-party claims for property damage, personal injury or bodily injury or death to the extent caused by any negligent, willful, reckless or otherwise tortious act or omission (including strict liability) during the performance by Owner of its obligations or failing to perform any of its obligations under this Agreement or any Affiliate, or anyone directly or indirectly employed by either of them, or anyone for whose acts such Person may be liable;

(b) all Losses arising from third-party claims, including claims for property damage, personal injury or bodily injury or death that directly or indirectly arise out of or result from the failure of Owner to comply with the terms and conditions of Applicable Laws;

(c) all Losses arising from claims by any Governmental Authority that directly or indirectly arise out of or result from the failure of Owner to pay, as and when due, all Taxes, fees or charges of any kind imposed by any Governmental Authority for which Owner is obligated to pay pursuant to the terms of this Agreement;

(d) all Losses that directly arise out of or result from employers' liability or workers' compensation claims filed by any employees or agents of Owner; and

(e) all Losses, including claims for property damage or personal injury or death (including emotional distress) that directly or indirectly arise out of or result from:

(i) the presence or existence of Hazardous Materials (including any Pre-Existing Contamination) at the Site (A) brought onto or generated at the Site on or before the Effective Date; (B) brought onto or generated at the Site by Owner or any of Owner's Separate Contractors (other than Hazardous Materials that were brought onto the Site or delivered to Contractor or any Subcontractor to be handled by the same in the course of performing the Work); or (C) which migrated onto the Site from another location (other

than such Hazardous Materials that were previously in the care, custody or control of Contractor or any Subcontractor), except to the extent the remediation of any such Hazardous Materials is part of the Work; or

(ii) the unlawful release or spill by Owner or its Affiliates or any of Owner's Separate Contractors of Hazardous Materials, such Hazardous Materials otherwise having been brought onto the Site by Contractor or any Subcontractor in accordance with the terms of this Agreement and all Applicable Laws.

23.4. **Patent Infringement and Other Indemnification Rights.**

Contractor shall defend, indemnify, and hold harmless the Owner Indemnitees against all Losses arising from any Intellectual Property Claim. If Owner provides Notice to Contractor of the receipt of any such claim, Contractor shall, at its own expense, settle or defend any such Intellectual Property Claim and pay all damages and costs, including reasonable attorneys' fees, awarded against Owner Indemnitees and at Contractor's option either: (a) procure for Owner, or reimburse Owner for procuring, the right to continue using the infringing service, Equipment or other Work, as the case may be; (b) modify the infringing service, Equipment, or other Work, as the case may be, so that the same becomes non-infringing; or (c) replace the infringing service, Equipment or other Work with non-infringing service, Equipment or other Work, as the case may be. If Owner or Contractor is temporarily or permanently enjoined from completing the Electric Vehicle Charging System (EV) or any part thereof, or from the use, operation, or enjoyment of the Electric Vehicle Charging System (EV) or any part thereof, as a result of such claim or legal action or any litigation based thereon, then Contractor shall promptly use its Commercially Reasonable Efforts to have such injunction removed and to take one or more of the actions under the preceding clauses (a), (b) or (c), provided, that in no case shall Contractor take any action that adversely affects Owner's continued use and enjoyment of the applicable service, Equipment, or other Work, as the case may be, without the prior written consent of Owner. Owner's acceptance of the Contractor Deliverables, supplied materials and equipment or other components of the Work shall not be construed to relieve Contractor of any obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, no Milestone Item completion date or other key date shall be extended due to any injunction described in this Section 23.4. However, notwithstanding anything in this Agreement to the contrary, Contractor shall not have such indemnity obligations or any other liability hereunder for any Intellectual Property Claim to the extent arising from or in connection with any modification of the Work by Owner or any third party, including Owner's Separate Contractors, Owner's variation from Contractor's recommended procedures for using the Work, or Work manufactured to designs and specifications of Owner.

23.5. **Electronic Data Files.**

Except where any Contractor Deliverable shall be in the form of an electronic data file, any other electronic data files furnished to Owner pursuant to this Agreement are provided only for the convenience of Owner. Owner recognizes that such electronic data files not provided to Owner as a Contractor Deliverable may not be adequate or appropriate for Owner's needs. In the case of any discrepancies between the Contractor Deliverable represented by electronic data files and the plotted hardcopy of such files bearing the seal of Contractor's registered professional engineer, the sealed hardcopy shall govern.

23.6. **Claim Notice.**

An Indemnitee shall provide Notice to the indemnifying Party, within ten (10) days after receiving Notice of the commencement of any legal action or of any claims or threatened claims against such Indemnitee in respect of which indemnification may be sought pursuant to the foregoing provisions of this Article 23 or any other provision of this Agreement providing for an indemnity (such Notice, a "**Claim Notice**"). The Indemnitee's failure to give, or tardiness in giving, such Claim Notice will reduce the liability of the indemnifying Party only by the amount of damages attributable to such failure or tardiness, or to the extent the indemnifying Party is prejudiced by such failure or delay, but shall not otherwise relieve the indemnifying Party from any liability that it may have under this Agreement. In case any such claim or legal action shall be made or brought against an Indemnitee and such Indemnitee shall Notify (by sending a Claim Notice) the

indemnifying Party thereof, the Indemnitee may by such Claim Notice require the indemnifying Party to assume and control the defense of the claim (other than any Intellectual Property Claim, which shall be controlled by Contractor unless otherwise agreed by the Parties) that is the subject of such Claim Notice, including the employment of counsel reasonably acceptable to the Indemnitee, and the indemnifying Party shall pay all expenses of the conduct of such defense. The Indemnitee shall have the right to employ separate counsel in any such proceeding and to participate in (but not control) the defense of such claim, but the fees and expenses of such counsel shall be borne by the Indemnitee unless the indemnifying Party agrees otherwise; provided, however, that if the named parties to any such proceeding (including any impleaded parties) include both the Indemnitee and the indemnifying Party, and the indemnifying Party requires that the same counsel represent both the Indemnitee and the indemnifying Party, and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, then the Indemnitee shall have the right to retain its own counsel at the cost and expense of the indemnifying Party. If the indemnifying Party fails to assume or diligently prosecute the defense of any claim in accordance with the provisions of this Section 23.6, then the Indemnitee shall have the absolute right to control the defense of such claim and the fees and expenses of such defense, including reasonable attorneys' fees of the Indemnitee's counsel and any reasonable amount determined to be owed by Indemnitee pursuant to such claim, shall be borne by the indemnifying Party, provided that the indemnifying Party shall be entitled, at its expense, to participate in (but not control) such defense. Subject to all of the foregoing provisions of this Section 23.6, as between the Parties, (a) the indemnifying Party shall control the settlement of all claims, in coordination with any insurer as required under the applicable insurance policies in Article 21 as to which it has assumed the defense; provided, however, that to the extent the indemnifying Party, in relation to such insurer, controls settlement: (i) such settlement shall include a dismissal with prejudice of the claim and an explicit release from the party bringing such claim or other proceedings of all Indemnitees; and (ii) the indemnifying Party shall not conclude any settlement without the prior approval of the Indemnitee, which approval shall not be unreasonably withheld or delayed; and (b) except as provided in the preceding sentence concerning the indemnifying Party's failure to assume or to diligently prosecute the defense of any claim, no Indemnitee seeking reimbursement pursuant to the foregoing indemnity shall, without the prior written consent of the indemnifying Party, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding for which indemnity is afforded hereunder unless such Indemnitee reasonably believes that the matter in question involves potential criminal liability against such Indemnitee. The Indemnitee shall provide reasonable assistance to the indemnifying Party when the indemnifying Party so requests, at the indemnifying Party's expense, in connection with such legal action or claim, including executing any powers-of-attorney or other documents required by the indemnifying Party with regard to the defense or indemnity obligations.

23.7. Survival of Indemnity Obligations.

The indemnities set forth in this Article 23 relating to the Electric Vehicle Charging System (EV) shall survive the Final Completion Date or the earlier termination of this Agreement for a period expiring two (2) years following the Final Completion Date or said termination, whichever first occurs. All Claim Notices must be delivered, if at all, to the applicable Party prior to the expiration of such two (2) year period. If any Claim Notice is made within such two (2) year period, then the indemnifying period with respect to all claims identified in such Claim Notice (and the indemnity obligation of the Parties hereunder with respect to such claim) shall extend through the final, non-appealable resolution of such claims. For purposes of clarification hereunder, without limiting the other rights granted hereunder to either Party, a Party may enforce the indemnity provisions hereunder pursuant to the provisions of Article 31 without having to declare an Owner Event of Default or a Contractor Event of Default, as applicable.

23.8. Limitations on Indemnification Obligations.

Notwithstanding anything to the contrary in this Agreement, no claim for indemnity shall be brought pursuant to this Article 23 until the Losses incurred or suffered by the indemnified Person hereunder exceed Twenty-Five Thousand Dollars ($25,000) in the aggregate, exclusive of Taxes. Once such Losses exceed the threshold set forth in the preceding sentence, the indemnifying Party shall be responsible for all Losses, not merely those Losses in excess of such threshold.

24. CONFIDENTIAL INFORMATION

24.1. Confidential Information.

As used in this Agreement, "**Disclosing Party**" refers to Contractor whenever it is disclosing information to Owner and to Owner whenever it is disclosing information to Contractor. "**Receiving Party**" refers to Contractor whenever it is receiving information from Owner and to Owner whenever it is receiving information from Contractor. Each Party shall, and shall use its Commercially Reasonable Efforts to cause its Representatives, as hereinafter defined, and Affiliates to, keep confidential all information marked as "Confidential" in advance of disclosure, as well as proprietary, non-public or confidential information (in any form) concerning the business, operations and assets of Owner or Contractor (as the case may be), or their respective Affiliates provided to the other Party, including the terms and conditions of this Agreement or any related agreement, information or materials prepared in connection with the performance of the Work under this Agreement, or any related subsequent agreement, designs, drawings, specifications, techniques, models, data, documentation, manuals, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, business plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets (collectively, "**Confidential Information**"). Confidential Information shall not include information that:

(a) is known to Receiving Party prior to obtaining the same from Disclosing Party as reflected by the written records of Receiving Party;

(b) is in the public domain at the time of disclosure by Disclosing Party;

(c) becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party, provided that, to Receiving Party's knowledge after reasonable inquiry, such source is not prohibited from transmitting such information by a contractual, legal, or other obligation;

(d) can be shown by Receiving Party to have been independently developed by its employees, officers, directors, attorneys, auditors, advisors and/or consultants (collectively, "**Representatives**") without access to the Confidential Information;

(e) is necessary to be disclosed to auditors, taxing authorities, or accountants preparing tax reports and filings;

(f) is required to be disclosed under Applicable Law, stock exchange requirements or by Governmental Authorities, including in connection with any approval sought from, filing with, request for information from, or compliance obligation imposed by, any Governmental Authority; or

(g) is approved for public release by express prior written consent of an authorized officer of Disclosing Party.

24.2. Use of Confidential Information.

(a) Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to the Disclosing Party, or its Affiliates. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. Owner and Contractor shall cause each of their Representatives and Subcontractors to become familiar with, and abide by, the terms of this Section 24.2.

(b) Notwithstanding the provisions of this Section 24.2, Receiving Party may disclose any of the Confidential Information if, but only to the extent, that, based upon reasonable advice of counsel, Receiving Party is required to do so by the disclosure requirements of any Applicable Law. Prior to making or permitting any such disclosure, Receiving Party shall provide Disclosing Party with prompt written Notice of any such requirement so that Disclosing Party (with Receiving Party's assistance if and to the extent reasonably requested) may seek a protective order or other appropriate remedy, unless such Notice is prohibited by any Applicable Law.

(c) Subject to Section 24.2(b), Receiving Party shall not, without the prior written consent of Disclosing Party, disclose to any third party the fact that such Confidential Information has been made available to Receiving Party. Further, and notwithstanding the foregoing, (i) Contractor may provide any and all information required by (x) its Representatives, Affiliates or then existing Subcontractors and insurance agents that is necessary to complete the Work to such Subcontractors and insurance agents and (y) Contractor Financing Parties and their representatives to the extent necessary to obtain financing for the Work, in each case without the consent of Owner; provided that Contractor shall be responsible for any breaches of any Subcontractors, insurance agents or Contractor Financing Parties of the confidentiality provisions of this Section 24.2; and (ii) Owner may provide any and all information (x) to its Representatives or then existing or prospective successors or assigns; (y) required by its other contractors and insurance agents or insurers that is necessary to perform Owner's obligations under this Agreement; and (z) required by Owner Financing Parties and their representatives, in each case without the consent of Contractor.

24.3. **Return of Confidential Information.**

(a) At any time upon the request of Disclosing Party, Receiving Party shall promptly deliver to Disclosing Party or destroy if so directed by Disclosing Party (with such destruction to be certified by Receiving Party) all documents (and all copies thereof, however stored) furnished to or prepared by Receiving Party that contain Confidential Information and all other documents in Receiving Party possession that contain or that are based on or derived from Confidential Information; provided, however, that the Receiving Party may retain one copy of such Confidential Information solely for the purpose of complying with its audit and document retention policies, and provided, further, that all such retained Confidential Information shall be held subject to the terms and conditions of this Agreement.

(b) Notwithstanding the return or destruction of all or any part of the Confidential Information relating to the Electric Vehicle Charging System (EV) , the confidentiality provisions set forth in this Agreement shall nevertheless remain in full force and effect with respect to such specific Confidential Information until the date that is three (3) years after the earlier of (i) the Final Completion Date or (ii) the termination of this Agreement.

24.4. **Confidential Information Remedy.**

The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Article 24 and the obligations of each Party under this Article 24 are specifically enforceable. Accordingly, the Parties agree that a breach or threatened breach of this Article 24 by either Party, shall entitle the other Party to seek an injunction preventing such breach, without the necessity of proving the inadequacy of damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to such Party.

25. INVENTIONS AND LICENSES

25.1. **Invention, License.**

Any idea, invention, work of authorship, drawing, design, formula, algorithm, utility, tool, pattern, compilation, program, device, method, technique, process, improvement, development or discovery (collectively, "**Invention**"), whether or not patentable, copyrightable or entitled to legal protection as a trade secret or otherwise, that Contractor may conceive, make, develop, create, reduce to practice or work on, in

whole or in part, in the course of performing the Work, shall be owned and retained by Contractor. Contractor hereby grants, and shall require its Subcontractors to grant, to Owner a paid-up, irrevocable, perpetual, non-transferable (other than to transferees of the Electric Vehicle Charging System (EV), nonexclusive, royalty-free license to use all Inventions, Confidential Information or other proprietary rights, intellectual property and specialized knowledge of Contractor that, in each case, form a part of the Work for Owner's use to the extent reasonably necessary for the operation, maintenance, repair, or decommissioning of the Electric Vehicle Charging System (EV) or components thereof, at any time. Notwithstanding the foregoing, Owner can use any Affiliate of Owner or subcontractor or other agent retained by Owner to the extent reasonably necessary to exercise these rights solely on behalf of Owner. Contractor shall, prior to directing any Subcontractor to produce any design or engineering work in connection with the Electric Vehicle Charging System (EV) , obtain a valid license of any such Inventions, specialized knowledge or other proprietary property from such Subcontractor in terms substantially similar to those that obligate Contractor to Owner as expressed in this Section 25.1. Except as specifically stated herein, no other license in such patents and proprietary information is granted pursuant to this Agreement.

25.2. Suitability of Contract Design, Engineering and Computer Programming Information.

All Contractor Deliverables and computer software for the Electric Vehicle Charging System (EV) prepared by Contractor pursuant to this Agreement are instruments of service in respect of the Electric Vehicle Charging System (EV). They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Without any limitation on the provisions set forth in Article 24, any such unauthorized reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Contractor.

25.3. Contractor Deliverables.

Subject to Section 25.1, the Contractor Deliverables accumulated or developed by Contractor, its employees or any Subcontractors shall become the property of Owner without any further consideration to be provided therefore, when prepared or in process, whether or not delivered by Contractor. Contractor will maintain ownership of all copyrights and other intellectual property contained within the Contractor Deliverables.

25.4. Software Licenses.

To the extent Contractor purchases any software to be incorporated into the Electric Vehicle Charging System (EV), which software is necessary or otherwise desirable for the operation of the Electric Vehicle Charging System (EV) after Substantial Completion, Contractor shall register Owner as the licensee of such software with the applicable Subcontractor.

26. ASSIGNMENT

26.1. Assignment to Other Persons.

Except as otherwise provided in this Section 26.1, neither Party may assign or otherwise transfer this Agreement to any third party without the prior written consent of the other Party; which consent shall not be unreasonably withheld or delayed; provided, however, that nothing in this Agreement shall prevent either Party from engaging Affiliates or subcontractors in connection with the performance of its obligations under this Agreement (other than its respective payment obligations). Notwithstanding the foregoing, (a) Owner may (i) collaterally assign its rights, title and interest under this Agreement to any Owner Financing Party, who may further assign such rights, title and interest under this Agreement in accordance with the foregoing upon foreclosure or (ii) assign its rights, title and interest under this Agreement in connection with a synthetic lease, sale-leaseback or other similar financing arrangement for the Electric Vehicle Charging System (EV) and, in each case, in connection therewith, Contractor shall execute and deliver any usual and customary consents, legal opinions or other documents reasonably requested by Owner (which shall include customary additional cure periods for the benefit of Owner Financing Parties (not to exceed, in the aggregate, ten (10) additional Business Days)); and (b) Owner may assign this Agreement to any Affiliate of Owner.

26.2. Indemnitees; Successors and Assigns.

Upon any assignment by either Party hereunder, the definition of Owner Indemnitee or Contractor Indemnitee, as applicable, shall be deemed modified to include the assignor and permitted assignee under such assignment and each of their respective employees, agents, partners, Affiliates, shareholders, officers, directors, members, managers, successors and assigns.

27. HAZARDOUS MATERIALS

27.1. Use by Contractor.

Contractor shall not and shall not permit any of its Subcontractors, directly or indirectly, to permit the manufacture, storage, transmission or presence of any Hazardous Materials on the Site, and Contractor shall not and shall not permit any of its Subcontractors to release, discharge or otherwise dispose of any Hazardous Materials on the Site, in each case, except in accordance with Applicable Law; provided, however, that Contractor or its Subcontractors may bring onto the Site such Hazardous Materials as are necessary to perform the Work (**"Contractor Hazardous Materials"**) so long as the same is done in compliance with Applicable Laws. Contractor shall remain responsible and strictly liable for all such Contractor Hazardous Materials brought on to or generated at the Site, including the management, transportation, storage, labeling, treatment and disposal of all such Contractor Hazardous Materials. Contractor shall notify Owner prior to bringing any Contractor Hazardous Materials onto the Site and shall provide Owner, on Site, the following information with respect to any Contractor Hazardous Materials: (a) material safety data sheet; (b) quantity (volume/mass); (c) length of time on the Site; (d) container type; and (e) disposal location if disposed or otherwise managed. Contractor shall require all Subcontractors to provide the information required under this Section 27.1 to Owner before bringing any Contractor Hazardous Materials to the Site. Contractor shall exclude the use of lead paint and minimize the use of acetone and chlorinated solvents and similar substances at the Site and shall require all Subcontractors to do likewise.

27.2. Remediation by Contractor.

At Contractor's sole cost and expense, Contractor shall conduct and complete all investigations, studies, sampling, testing and remediation of the Site in connection with the release, discharge or presence of Contractor Hazardous Materials unless such release or discharge is caused by Owner, any Person for which Owner is responsible, or any third party including Owner's Separate Contractors. Contractor shall promptly comply with all lawful orders and directives of all Governmental Authorities regarding Applicable Laws relating to the use, transportation, storage, handling, presence or release by Contractor, any Subcontractor or any Person acting on its or their behalf or under its or their control of any Contractor Hazardous Materials, except to the extent any such orders or directives are being contested in good faith by appropriate proceedings in connection with the Work. For the avoidance of doubt, Contractor shall have no obligation to transport, store, remediate or otherwise handle any Pre-Existing Contamination.

27.3. Notice of Hazardous Materials.

(a) If Contractor discovers, encounters or is notified of the existence of any contaminated materials or Hazardous Materials at the Site, Contractor shall promptly Notify Owner thereof and restrict access to the area containing such contaminated materials or Hazardous Materials;

(b) If Contractor discovers, encounters or is notified of any spill or release of any Hazardous Materials at the Site:

(i) if such Hazardous Materials are Contractor Hazardous Materials, Contractor shall promptly remove such Hazardous Materials from the Site and remediate the Site in accordance with all Applicable Laws and Applicable Permits (to the extent the Applicable Permits relate to the Work) in each case at Contractor's sole cost and expense, except where such materials were released or spilled by Owner, its Affiliates, or any third party including Owner's Separate Contractors; and

(ii) if such Hazardous Materials are Contractor Hazardous Materials, Contractor shall not be entitled to any extension of time or additional compensation hereunder for any delay or costs incurred by Contractor as a result of the existence of such Contractor Hazardous Materials.

28. LIEN FILINGS AND CLAIMS

28.1. Project Liens.

Contractor shall at all times promptly pay for all materials, Equipment, services and labor used in the performance of the Work and shall maintain all Work, materials, Equipment, structures, premises, and other property free and clear from all liens, security interests, attachments and other encumbrances created by, through or under, or as a result of any act or omission (or alleged act or omission) of, Contractor or any Supplier or Subcontractor, or other Person providing materials, Equipment, services or labor in the performance of the Work, including common law, contractual, statutory and constitutional mechanic's liens, materialman's liens and labor liens (each a **"Contractor Lien"**). Contractor shall promptly bond, pay or discharge and discharge of record, within twenty (20) days of Owner's request, any Contractor Lien or other charges which, if unpaid, might be or become a Contractor Lien. Contractor shall indemnify, defend and hold harmless Owner Indemnitees from and against any and all Losses asserted or awarded against or incurred by such Indemnitees arising out of, resulting from, or relating to, such Contractor Liens. Contractor shall provide Owner upon its request with reasonable evidence (including executed Lien waivers in form acceptable to Owner) showing that all claims for materials, Equipment, labor, and Suppliers and Subcontractors have been paid in full.

28.2. Contractor Failure to Remove Liens.

If Contractor does not act so as to remove, discharge, bond, cancel or otherwise satisfy a Contractor Lien against Owner Indemnitee(s), the Site, the Electric Vehicle Charging System (EV) or the improvements thereon within the stated twenty (20) day period, then Owner at its sole option may: (1) take by way of offset funds from the Agreement balance sufficient to satisfy the Contractor Lien and to pay all Owner Losses and costs incurred by reason thereof; (2) transfer the Contractor Lien to a bond, at Contractor's expense, including all Owner Losses and costs thereby incurred; or (c) Pay directly to the Contractor Lien claimant, from the Agreement balance, the amount reasonably necessary to cause the removal and discharge of the Contractor Lien, with all costs and attorneys' fees thereby incurred chargeable to Contractor. Contractor shall have the right to contest any such Contractor Lien.

28.3. Preliminary Notices.

Contractor shall provide the Owner, within fifteen (15) days of receipt thereof, copies of all Preliminary Notices received from potential Contractor Lien claimants intended to preserve Contractor Lien rights in connection with the Electric Vehicle Charging System (EV) Project (**"Preliminary Notice"**). With respect to any such Preliminary Notice filed or received in connection with the Work, Owner shall be entitled to request and receive Supplier/Subcontractor interim Waivers and Releases, and Supplier/Subcontractor Waivers and Releases Upon Final Payment, from any Supplier or Subcontractor filing or serving any such Preliminary Notice.

28.4. Request for Information.

If any mechanic or materialmen submits a request for information to Owner or Contractor, seeking to obtain information necessary to comply with the Preliminary Notice requirement under New Mexico law, Contractor shall, within five (5) days after such a request is made, provide the requesting mechanic or materialmen with the information required to be included in a Preliminary Notice, and simultaneously provide Owner with Contractor's reply.

29. NOTICES AND COMMUNICATIONS

29.1. Requirements.

Any Notice made pursuant to the terms and conditions of this Agreement shall be in writing and deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by certified mail, return receipt requested, upon certified receipt; (c) if sent by a recognized overnight mail or courier service, with delivery receipt requested, upon receipt; or (d) if sent by facsimile transmission, upon confirmation in one of the other accepted methods in parts (a), (b), or (c) of this Section 29.1. To be effective, Notice must be addressed to and sent to the following addresses or to any alternative address which a Party shall identify by means of Notice in accordance with this Agreement:

If to Contractor:	SOMOS SOLAR, INC. 3600 CERRILLOS RD. SUITE 101 SANTA FE NM 87507 ATTN: GENERAL COUNSEL
If to Owner:	Gary Whitehead, City Manager 505 Sims Street Truth or Consequences, NM 87901
With a copy to:	NEW MEXICO DEPARTMENT OF TRANSPORTATION 1120 CERRILLOS RD SANTA FE, NM 87505 ATTN: ANDREW GONZALES

Nothing contained herein shall preclude the transmission by electronic communication (such as electronic mail) of any communication in the normal course of business and any such transmission may be distributed solely by and between Contractor's Project Manager and the Owner Representative.

29.2. **Representatives.**

Any technical or other communications pertaining to the Work shall be with the Parties' designated representative. Each Party shall Notify the other in writing of the name of such representatives. Contractor's Project Manager and the Owner Representative each shall have knowledge of the Work and be available at all reasonable times for consultation. Each Party's representative shall be authorized on behalf of such Party to administer this Agreement, agree upon procedures for coordinating the efforts of the Parties, and, when appropriate, to furnish information to or receive information from the other Party in matters concerning the Work.

30. LIMITATIONS OF LIABILITY AND REMEDIES

30.1. **Limitations on Damages.**

Except (a) for liquidated damages as expressly set forth in this Agreement, (b) to the extent a termination payment made pursuant to Article 20 constitutes consequential damages, (c) to the extent damages claimed by third parties (other than Owner Indemnitees or Contractor Indemnitees) for which Contractor or Owner has a duty to indemnify hereunder as expressly provided in Article 23 are shown to be consequential in nature, and (d) to the extent that a Party has breached any of its obligations set forth in Article 24,

notwithstanding anything else in this Agreement to the contrary, no Party (nor that Party's subcontractors) shall be liable to any other Party hereto for any loss, damage or other liability otherwise equivalent to or in the nature of any indirect, incidental, consequential, exemplary, punitive or special damages arising from performing or a failure to perform any obligation under this Agreement, whether such liability arises in contract (including breach, indemnity or warranty), tort (including fault, negligence or strict liability), or otherwise, including for any loss of profits, loss of revenue, or loss of use of Equipment, the Electric Vehicle Charging System (EV) or the Project, downtime costs, increased expense of operation or maintenance of the Equipment or the Project, loss of opportunity or goodwill, cost of purchased or replacement power, equipment or systems, cost of capital, claims of customers for such damages, or any governmental fines, penalties or sanctions imposed.

30.2. **Limitations on Contractor's Liability.**

(a) Subject to clause (b) of this Section 30.2, Contractor's liability to Owner and/or Owner Indemnitees under this Agreement, whether such liability arises in contract, tort, warranty or otherwise, shall in no event be greater in the aggregate than an amount equal to one hundred percent (100%) of the Contract Price.

(b) Contractor's limit of liability set forth in Section 30.2(a) shall not apply to (i) Contractor's indemnification obligations under this Agreement with respect to any third-party claim; or (ii) any insured claim to the extent that such claim is covered by insurance proceeds actually received from the insurance required to be maintained under this Agreement.

(c) In no event shall Contractor's liability under this Agreement for Delay Liquidated Damages exceed in the aggregate an amount equal to ten percent (10%) of the Contract Price (the "**Delay LD Cap**").

(d) In no event shall Contractor's liability under this Agreement for Capacity Liquidated Damages exceed in the aggregate an amount equal to fifteen percent (15%) of the Contract Price (the "**Capacity LD Cap**").

(e) Unless otherwise agreed by Contractor in its sole and absolute discretion, in no event shall the aggregate amount of Delay Liquidated Damages plus Capacity Liquidated Damages exceed in the aggregate an amount equal to twenty percent (20%) of the Contract Price (the "**Aggregate LD Cap**").

30.3. **Limitation on Remedies.**

Except as otherwise provided herein, the rights and remedies of each Party as set forth in this Agreement shall be the exclusive rights or remedies of the Parties.

30.4. **Limitations on Owner's Liability.**

(a) Subject to clause (b) of this Section 30.4, Owner's liability to Contractor and/or Contractor Indemnitees under this Agreement, whether such liability arises in contract, tort, warranty or otherwise, shall in no event be greater in the aggregate than an amount equal to one hundred percent (100%) of the Contract Price.

(b) Owner's limit of liability set forth in Section 30.4(a) shall not apply to (i) Owner's indemnification obligations under this Agreement with respect to any third-party claim; or (ii) to Owner's obligation to pay the Contract Price.

31. DISPUTES

31.1. **Dispute Resolution.**

Any dispute or matter in question between the Parties arising out of or related to this Agreement (a

"**Dispute**") shall be resolved pursuant to the procedures set forth in this Article 31, including whether a particular question is the proper subject of arbitration.

31.1.1 Dispute Resolution. Initially, the Owner and Contractor shall attempt to resolve any Dispute that may arise in connection with this Agreement. If they are unable to resolve the Dispute within twenty (20) days, either Party may, by Notice, refer the Dispute to the senior management of the Parties for resolution. As used in this Article 31, "senior management" means Senior Vice President or other executive officer with comparable management duties and authority. Senior management representatives shall confer or meet to discuss the Dispute within twenty (20) days of the Notice. If the senior management of the Parties is unable to resolve the Dispute within sixty (60) days of the initial Notice, the Dispute may be submitted to mediation upon the demand of either Party.

31.1.2 Arbitrable Disputes. If the Parties do not agree to mediate the Dispute or are unable to resolve the Dispute through mediation and the aggregate amount of the claim (including counterclaims) is One Hundred Thousand Dollars ($100,000) or less, then the Dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the then-prevailing Construction Industry Rules of the American Arbitration Association. A Party electing to submit a Dispute to arbitration shall give the other Party a timely demand for arbitration and shall file the demand and the requisite fee with the American Arbitration Association. Such demand for arbitration shall describe the nature of the Dispute and the amount in controversy. The Parties shall then jointly select an arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; or, if the Parties cannot agree, there shall be three selected pursuant to the applicable rules. Such arbitrator(s) shall be familiar with the construction and electric generation industries. The arbitration shall be held in New Mexico. Discovery shall be by agreement of the Parties or as ordered by the arbitrator(s), provided that the Parties shall comply with the following minimum discovery requirements: at least one hundred twenty (120) calendar days prior to the arbitration, the Parties shall exchange copies of all exhibits to be used at the arbitration, all Project documents in any way related to the Dispute, a list of witnesses and a summary of the matters as to which each witness is expected to testify. A reasonable number of depositions may be taken. The arbitrator(s) shall decide the Dispute in strict accordance with the Agreement documents and by providing a reasoned award within thirty (30) days of the conclusion of the hearings. The award entered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof. All costs of mediation and arbitration (including the fees of the mediator and arbitrator(s)) shall be split equally by the Parties, except that the Parties shall be responsible for payment of their own attorney fees, expert fees, preparation fees, travel costs, witness fees, photocopying and similar costs. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of New Mexico. Indemnity claims are not subject to mandatory arbitration.

31.1.3 Litigation of Larger Disputes. If the aggregate amount of the claims in dispute exceeds One Hundred Thousand Dollars ($100,000), then the Parties may agree to submit the matter to binding arbitration; however, failing such an agreement to arbitrate, either Party may bring an action only in the federal or state courts of New Mexico. This Article 31 shall have no application to claims, or requests for additional compensation or time, if those requests have not been properly preserved for submission to the dispute resolution procedures set forth herein. An arbitration demand shall include all related claims and Disputes then ripe for the dispute resolution procedures set forth herein.

31.1.4 Work Continuation. Contractor agrees that it can be fully compensated by money damages for any breach of this Agreement which may be committed by Owner (other than a breach of confidentiality, in respect of which Contractor shall, in addition to any monetary damages, be entitled to seek specific performance, injunction or any other equitable remedy available to Contractor), and Contractor agrees that no default, act or omission of Owner shall entitle Contractor to terminate or rescind this Agreement, or to suspend, delay, stop or Abandon performance of the Work, except as expressly set forth in this Agreement. Subject to the foregoing, Contractor agrees that it will continue to diligently pursue the Work during the pendency of any Dispute, including any Dispute over payments claimed due and owing by Contractor.

31.2. **Waiver of Jury Trial.**

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES,

AND AGREES TO CAUSE EACH OF ITS RESPECTIVE AFFILIATES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF OWNER OR CONTRACTOR.

32. MISCELLANEOUS

32.1. Severability.

The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as near as possible to its original intent and effect.

32.2. Governing Law.

This Agreement shall be governed by the internal laws of the State of New Mexico, excluding its conflict of laws provisions. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN FREELY, FAIRLY AND THOROUGHLY NEGOTIATED.

32.3. No Oral Modification.

No oral or written amendment or modification of this Agreement by any officer, agent, member, manager or employee of Contractor or Owner, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by a duly authorized representative of the Party to be bound thereby.

32.4. No Waiver.

A Party's waiver of any Event of Default, breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement at any time shall not in any way affect, limit, modify or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade notwithstanding. All waivers must be in writing and signed on behalf of Owner and Contractor in accordance with Section 32.3.

32.5. Review and Approval.

Notwithstanding Owner's review or Owner's approval of any items submitted to Owner for review or approval, neither Owner nor any of its representatives or agents reviewing such items, including the Owner's Engineer, shall have any liability for, under or in connection with the items such Person reviews or approves, and Contractor shall remain responsible for the quality and performance of the Work. Owner's review or approval of any items, including the Contractor Deliverables, shall not constitute a waiver of any claim or right that Owner may then or thereafter have against Contractor. Any inspection comment, review or approval of any Contractor Deliverable shall be performed in Owner's sole discretion. The review or approval by Owner of any Subcontractor shall not constitute any approval of the Work undertaken by any such Person, cause Owner to have any responsibility for the actions, the Work, or payment of such Person or to be deemed to be in an employer-employee relationship with any such Subcontractor, or in any way relieve Contractor of its responsibilities and obligations under this Agreement.

32.6. Third Party Beneficiaries.

The provisions of this Agreement are intended for the sole benefit of Owner and Contractor and there are no third-party beneficiaries hereof (other than the Contractor Indemnitees and the Owner Indemnitees).

32.7. **Further Assurances.**

Owner and Contractor will each use its reasonable efforts to implement the provisions of this Agreement, and for such purpose each, at the reasonable request of the other, will, without further consideration, promptly execute and deliver or cause to be executed and delivered to the other such assistance (including in connection with any financing involving the Project by either Party), or assignments, consents or other instruments in addition to those required by this Agreement, in form and substance satisfactory to the cooperating Party, as the requesting Party may reasonably deem necessary or desirable to implement any provision of this Agreement.

32.8. **Record Retention.**

Contractor agrees to retain for a period of three (3) years from the Final Completion Date all material records relating to its performance of the Work for the Electric Vehicle Charging System (EV) or Contractor's warranty obligations herein related to the Electric Vehicle Charging System (EV) .

32.9. **Binding on Successors, Etc.**

Subject to Article 26, this Agreement shall be binding on the Parties hereto and on their respective successors, heirs and assigns.

32.10. **Merger of Prior Contracts.**

This Agreement supersedes any other agreements, whether written or oral, that may have been made or entered into between Owner and Contractor or by any office or officer of such Party relating to the Project, the Electric Vehicle Charging System (EV) or the Work. This Agreement and the Exhibits and other attachments attached hereto constitute the entire agreement between the Parties with respect to the engineering, procurement and construction of the Electric Vehicle Charging System (EV), and there are no other agreements or commitments with respect to each the Electric Vehicle Charging System (EV) except as set forth herein and therein.

32.11. **Counterparts.**

This Agreement may be executed in any number of counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile or emailed signatures with original copies to follow by mail or courier service.

32.12. **Announcements; Publications**

32.12.1.Prior Approval.

Subject to Section 24.2, neither Party shall (either directly or indirectly), and neither Party shall permit any of its Affiliates to, issue or make any public release or announcement with respect to or concerning any matter the subject of, or contemplated by, this Agreement without reasonable prior consultation with the other Party and affording such other Party a reasonable opportunity to provide comments on such proposed release or announcement; provided, however, that, subject to the provisions of Section 32.12.2, nothing in this Agreement shall prevent either Party from independently making such public disclosure or filing as it determines in good faith is required by Applicable Law.

32.12.2.Marketing; Advertising.

Notwithstanding anything to the contrary in Section 32.12.1, except as may be restricted or prohibited by Applicable Law, Contractor or any of its Affiliates shall be permitted to show, by photograph or otherwise, in any marketing, advertising or other materials, the Project under construction or as completed (including any related Equipment), without first obtaining the prior consent of Owner. Owner and any Affiliate of Owner shall be permitted to videotape or otherwise record any of the Work, including the installation and/or construction work performed by Contractor hereunder, or show to any other Person any photographs (or similarly recorded images) of such construction or installation Work, without first obtaining the prior written consent of Contractor.

32.13. **Independent Contractor.**

Contractor is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with Owner other than that of owner and independent contractor, except as expressly provided in this Agreement pursuant to which Owner appoints Contractor as Owner's agent, or as creating any relationship whatsoever between Owner and Contractor's employees. Neither Contractor nor any of its employees is or shall be deemed to be an employee of the Owner.

32.14. **Audit.**

Contractor shall maintain, in accordance with generally accepted accounting principles consistently applied, records and books of account with respect to all Equipment incorporated into, together with all labor utilized in the performance of, the Work. With respect to any Change In Work performed by Contractor on a reimbursable cost or time and materials basis pursuant to an Owner's Directive, or any claim asserted or investigation commenced by the Taxation and Revenue Department of the State of New Mexico with respect to the Electric Vehicle Charging System (EV) , Owner, Owner's Engineer, the Owner Financing Parties, and their authorized representatives shall be entitled to inspect and audit such records and books of account of the Electric Vehicle Charging System (EV) related to such costs or claims, as applicable, during normal business hours and upon reasonable advance Notice during the course of the Work and for a period of three (3) years after Final Completion; provided, that the purpose of any such audit shall be only for verification of such costs and Contractor's compliance with and adherence to the provisions of this Agreement and all Applicable Laws; provided, further, that Contractor shall not be required to provide access to those of its costs covered by the fee, allowances, fixed rates, unit prices, lump sum amounts, or of costs which are expressed in terms of percentages of other costs, except to the extent required by a claim asserted or investigation commenced by the Taxation and Revenue Department of the State of New Mexico. Contractor shall retain all such records and books of account for a period of at least three (3) years after the Final Completion Date. Audit data shall not be released by the auditor to parties other than Contractor, Owner, Owner's Engineer, and their respective officers, directors, members, managers, employees, and agents in connection with any such audit, subject to the provisions of Article 24. If, as a result of any audit conducted pursuant to this Section 32.14, the results of such audit indicate that Contractor received more or less than the amount to which it was entitled under this Agreement, either Owner shall pay the additional amount owed to Contractor or Contractor shall refund any overpayment to Owner, as applicable, in either case within ten (10) days of a written request therefor. Owner shall be responsible for all costs and expenses of such an audit.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE(S) FOLLOW.)

37. Notices.
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: City of Truth or Consequences
Jocelyn Holguin, Finance Director/Chief Procurement Officer
505 Sims Street Truth or Consequences, NM 87901

To: Somos Solar
Collin J. Rhodes, P.E
3600 CERRILLOS RD STE 101
Santa Fe, NM 87507

By: _____ Date: _____
Collin J. Rhode, P.E. CEO

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

By: _____ Date: _____
Gary Whitehead, City Manager

Project Manager:

Bo Easley
Electric Department Director
City of Truth or Consequences
575-740-3824
beasley@torcnm.org

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of October 8, 2025.

_____
Rolf Hechler, Mayor

Attest:

_____
Angela Torres
City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____
Jocelyn Holguin, Finance Director/ CPO
City of Truth or Consequences

EXHIBIT A-1

CONTRACTOR'S STATEMENT OF WORK

1. GENERAL

1.1. Definitions

In this Exhibit, terms that are capitalized herein but defined in Article 1 of the terms and conditions of this Agreement shall have the meanings set forth in Article 1. Section 1.5 of the terms and conditions of this Agreement shall apply to the extent that there is any conflict or inconsistency between a defined term set forth herein and any other defined term in this Agreement. Capitalized terms used in this Exhibit and not otherwise defined in this Agreement shall have the meanings generally ascribed to them in the commercial energy generation industry in the United States. Subject to the foregoing, the following terms and expressions used in this Exhibit shall have the following meanings:

A. **"DC"** or **"dc"** means direct current.

B. **"DAS"** means the data acquisition system specified in Section 2.10.

C. **"ft"** means feet.

D. **"Hz"** means Hertz.

E. **"kV"** means kilovolts.

F. **"kW"** means a measure of instantaneous power as measured in kilowatts AC.

G. **"kWh"** means kilo-watt-hours (AC).

H. **"NOC"** means the network operations center.

I. **"No Fly Zone"** means an area designated by Owner in writing in which Contractor is prohibited from placing equipment or routing cable through, either above or below grade.

J. **"POI"** means the point of interconnection which defines the location of the physical electrical interconnection to the Transmission Provider.

K. **"EVSE"** means the Electric Vehicle Charging System (EV) .

L. **"Primary voltage"** means low voltage of the inverter step-up transformer.

M. **"Electric Vehicle Charging System (EV) IS"** means Electric Vehicle Supply Equipment.

N. **"SCC"** means the site control center which shall be the central data storage equipment for the DAS.

O. **"Secondary voltage"** means medium voltage of the inverter step-up transformer

P. **"Tariff"** means the Transmission Provider's tariff through which open access transmission service and interconnection service are offered, as filed with the Federal Energy Regulatory Commission, and as amended or supplemented from time to time, or any successor tariff.

Q. **"Transmission Provider"** means the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

1.2. Contractor Scope of Work Overview

A. Contractor shall furnish a ground mounted EVSE to Owner at the specified Gross Maximum Capacity for the EVSE.

B. The Contractor shall design and construct the EVSE in accordance with this Statement of Work. This Statement of Work shall require Contractor to:

i. Specify and furnish the Equipment which shall include, without limitation, the Electric Vehicle Charging System (EV), structural support systems, string DC

wiring harnesses, DC combiner boxes, inverters, medium voltage step-up transformers, Electric Vehicle Charging System (EV) and ancillary hardware and software required to connect and operate listed Equipment. Contractor shall provide a communications protocol that identifies all hardware, software and other Equipment necessary to render the EVSE capable of remote monitoring by Owner; SCADA data will be exchanged between the Owner and Contractor using uni-directional serial RS-232 connections between the EVSE DAS PLC and the owner's RTU (remote terminal unit). Optionally, data may be exchanged using an Ethernet connection between the DAS PLC and the Owner's RTU. The data exchange protocol will be DNP3 (or DNP3/IP). Data to be exchanged will include mutually agreed upon meteorological data, metering, alarms, and device status. Provide outside lighting at each Electric Vehicle Charging System (EV) CS and PCS.

ii. Undertake EVSE design engineering and drawing packages for construction permitting, installation and "as-built" documentation, which will be made available to Owner or the Owner's Engineer for review and comment, provided that Owner shall conduct such review and provide comments, if any, as promptly as reasonably practicable and provided further, that under no circumstances shall Contractor be required to delay completion of the Work in order to accommodate Owner's review and comment;

iii. Perform EVSE construction including Site, perimeter fencing, structural, electrical, mechanical and monitoring/control systems, which will be made available to Owner or the Owner's Engineer for review and comment, provided that the Owner shall conduct such review and provide comments, if any, as promptly as reasonably practical and provided further, that under no circumstances shall Contractor be required to delay completion of the Work in order to accommodate Owner's review and comment;

iv. Undertake EVSE and construction management, including quality assurance/quality control, Site safety, Site material control and management of all Subcontractors;

v. Perform EVSE commissioning and testing in accordance with Exhibits H- 1 and H-2;

vi. Complete EVSE turnover including Owner's Operating Personnel training and EVSE operations, QA/QC and maintenance documentation;

vii. Identify document transmittal procedures and maintain current transmittal status throughout the performance of the Work for Owner's and Contractor's review and access;

viii. Provide an organization chart which shall include names and contact information for critical personnel; and

ix. Develop and implement a Project document transmittal process to insure all Project material, design and contract information is uniquely identified throughout the Project,

in each case subject to and in accordance with the provisions of the Agreement.

C. Contractor shall use Commercially Reasonable Efforts to support the Owner in obtaining an interconnection agreement for the EVSE from the Transmission Provider.

D. Temporary Facilities & Utilities for the EVSE

i. Contractor shall be responsible for establishing and maintaining all restrooms, lunchroom, and other office and meeting areas for the duration

of the construction and commissioning portion of the EVSE.

ii. Contractor shall provide temporary sanitary facilities consisting of above ground Porta-John type. One such unit shall be dedicated for Owner's use.

iii. Contractor shall provide a construction office space complete with temporary electric and WiFi communications, such construction office to include sufficient workspace for Owner's Representative.

iv. Contractor shall maintain on-Site dumpsters and personnel on the Site to maintain a clean and rubbish free work-site (on a daily basis).

v. Contractor shall install temporary electrical services for its use during construction and commissioning from an Owner-supplied source. Consumption costs shall be paid by Owner.

vi. Contractor shall obtain water for its use during construction and commissioning from a Contractor-supplied source. Consumption costs shall be paid by Contractor as an Contractor-Provided Facility and Service. Contractor to provide water consumption report to Owner on a monthly basis.

E. For the EVSE, Contractor shall use Commercially Reasonable Efforts to support Owner's efforts in obtaining services from one or more of Owner's Separate Contractors to prepare the Site and all required construction permits, provided, however, that Contractor shall not be required to incur any costs, other than management time, to provide such support (and any greater standard required under the definition of Commercially Reasonable Efforts shall not apply). Permitting fees and the costs of Site preparation shall be paid by Owner.

F. Contractor shall be responsible for implementing and adhering to storm water pollution prevention plan during construction and commissioning, including implementation of dust suppression and erosion control measures.

1.3. Intentionally Omitted

1.4. Site and Environmental Criteria

A. All design of the EVSE shall be based upon the requirements set forth in the below tables and the other requirements of this Agreement:

Table A-1-1
Existing Site Design Conditions

Project Location	411 McAdoo St., T or C, NM 87901
Minimum/Maximum Dry Bulb Temperature	[•]°F / [•]°F ASHRAE 2009, 50 year *To be provided by the Owner prior to Full Notice to Proceed.*
Maximum Elevation	[•]ft above mean sea level *To be provided by the Owner prior to Full Notice to Proceed.*
Environmental Conditions	As set forth in Exhibit L (*Site Assumptions*)
Site Road Access	[•]*To be provided by the Contractor prior to Full Notice to Proceed.*
Seismic Criteria	Site Class D S_{DS}=TBD, SD1=TBD
Wind Design	90 MPH (3 sec gust), Exposure C, Importance Factor 1.0 (to be confirmed)
Snow Load	5 PSF (to be confirmed)
Occupancy Class	II
Maximum stormwater velocity and depth	ft/second (velocity) & ft (depth) [to be supplied] *To be provided by Contractor in Hydrology Report*
Rainfall	*To be provided by Contractor in Hydrology Report*
Average Min/ Max Annual Rainfall	in./ in. [to be supplied] *To be provided by Contractor in Hydrology Report*
Maximum 24 hr Rainfall	in. [to be supplied] *To be provided by Contractor in Hydrology Report*
Design Maximum Rainfall Rate	year / hour storm *To be provided by Contractor in Hydrology Report*
Wetlands	None

Floodplains	None
Existing Site/ Grade	As set forth in Exhibit L (*Site Assumptions*)
Subsurface Soil Conditions	As set forth in Exhibit L (*Site Assumptions*)

1.5. Design Criteria

A. Design life of the EVSE shall be 15 years.

B. Gross Maximum Capacity of the EVSE shall be as specified in the first recital of this Agreement.

C. The EVSE shall be oriented physically to optimize annual energy harvest.

1.6. Design Conditions

A. The EVSE shall be designed for fully automatic, unmanned operation.

B. EVSE electrical design generally for the EVSE shall be 2017 NEC and/or NESC compliant. However, various components of such EVSE may not carry a UL label listing including:

i. inverters

ii. DC fuses, DC combiner boxes, switches and/or circuit breakers

iii. Electric Vehicle Charging System (EV)

Overhead distribution and transmission systems: burial depth of DC conductors is often less than those required by the NEC.

It is assumed that Owner shall claim the utility exemption under the NEC code and therefore, not be required to file for local electrical subcode approvals/permits.

1.7. Operating Criteria

A. DC grid voltage: 1000 volts DC or greater, grounded or floating, ungrounded

B. AC grid voltage: 12.47kV (12,470 volts), 60HZ

C. DC & AC electrical systems under 1000V shall be radially configured with no redundancy. Medium voltage AC systems shall be loop configured with zero redundancy.

D. Convenience power: 120VAC

E. Instrumentation voltage: 24 volts DC or 125VDC.

F. Communications network: Owner will provide Ethernet via direct buried fiber optic or dedicated phone line to the Electric Vehicle Charging System (EV) CS.

1.8. Standards

Contractor shall design and construct the EVSE in accordance with the following standards, as applicable, as well as Applicable Laws and Applicable Permits:

ACI - American Concrete Institute

AISC - American Institute of Steel Construction

AISI – American Iron and Steel Institute

ANSI - American National Standards Institute,

ASTM - American Society for Testing and Materials

IBC - International Building Code

ICEA - Insulated Cable Engineers Association

IEC - International Electrotechnical Commission

IEEE - Institute of Electrical and Electronics Engineers

ISA – Instrumentation Society of America

NEC - National Electrical Code

NEMA - National Electrical Manufacturers Association

NFPA – National Fire Protection Association

NESC - National Electrical Safety Code

NETA - National Electrical Testing Association

OSHA - Occupational Safety and Health Act

TUV SUD America

UL – Underwriter's Laboratories for all AC equipment (except those listed in paragraph 1.6(B) of this Exhibit above) when such standards exist

In the case where standards have conflicting requirements, Contractor may, subject to Owner's approval, select any of the foregoing standards.

2. Electric Vehicle Supply Equipment (EVSE) HARDWARE

2.1 The Contractor shall provide Equipment for the EVSE as described herein. With respect to the EVSE, Contractor reserves the right to modify Equipment specified herein to address specific Site Conditions which may be discovered during design or to take benefit of improved materials or technological advancements, which will be made available to Owner for review and comment, provided that Owner shall conduct such review and provide comments, if any, as promptly as reasonably practicable and provided further, that under no circumstances shall Contractor be required to delay completion of the Work in order to accommodate Owner's review and comment as long such modification does not violate this agreement or the interconnection agreement.

2.2 Electric Vehicle Charging System Components

A. i-charging Dual Port Electric Vehicle Chargers (EV)

B. Glass laminate

C. Quick connect electrical terminations

D. Certified for reliability and safety according to IEC 61215 and IEC 61730

E. Manufacturing certified to ISO9001:2008 and ISO 9001 quality and ISO 14001:2004 environmental standards.

Support Structure for the EVSE

A. Foundation shall be driven galvanized or equivalent corrosion-resistant steel members, mini-cast augered piles or equivalent.

B. Charger support sub-structure frame may be corrosion resistant steel or aluminum, which will be made available to Owner for review and comment, provided that Owner shall conduct such review and provide comments, if any, as promptly as reasonably practicable and provided further, that under no circumstances shall Contractor be required to delay completion of the Work in order to accommodate Owner's review and comment.

C. Mounting hardware shall be corrosion resistant.

2.3 As set forth in Exhibit L, it is assumed that no cathodic protection will be required. Any evaluation by the Contractor of the soil as to the need for cathodic protection, and any cathodic protection requirements determined from the geotechnical survey are not included in the Work.

2.4 DC Wiring

2.4.1 DC wiring consists of 1 kV minimum single copper or aluminum conductor, type XLPE (cross-linked polyethylene) insulation. Harnesses shall be provided with connectors.

2.4.2 Connectors shall be of the male and female variety, shall be weatherproof, and shall be provided with means to prevent disconnection by bare hand.

2.5 Site Assumptions. Owner shall be responsible for all Site preparation in relation to the Site Assumptions set forth in Exhibit L. (Exhibit L mentions interior roads. Please, clarify or correct Owner Scope in Exhibit L)

2.6 DC Fused Combiner Boxes

2.6.1 Enclosure shall be rated minimum NEMA 3R.

2.6.2 Factory assembled back panel complete with 1000VDC finger safe fuse holders, main switch, bussing, surge suppressor, labeling and signage.

2.6.3 All enclosures shall have provisions for pad locking.

2.6.4 Enclosures shall be mounted to driven posts.

2.6.5 Completed assemblies might not carry a UL listing.

2.7 Power Conversion Stations (PCS)

2.7.1 The PCS shall consist of inverter(s), inverter step up transformer(s), 600 VAC cabling, grounding system, and an inverter shelter (if needed).

2.7.2 Inverter(s)

2.7.2.1 Inverter(s) shall be: line commutated static type, employing solid state high speed switching elements, DC and AC filters, protective features, and fully automatic in operation.

2.7.2.2 Inverters shall be fully rated when supplied with 50°C air temperature, at the inlet of its internal cooling circuit. Inverter shall be capable of dynamic VAR regulation in accordance with WECC requirements and those of the Small Generator Interconnection Agreement. Current harmonics: <3% THD.

2.7.2.3 Inverter efficiency shall not be less than 97% as defined by California Energy Commission

2.7.2.4 Completed assemblies might not carry a UL listing.

2.7.2.5 Completed assemblies shall be CE (*Conformite Europeene*) listed and shall be designed to IEEE-519 standards.

2.7.3 Inverter Shelter (If applicable due to product and/or site specific applications)

2.7.3.1 PCS may be prefabricated metal, precast concrete enclosures where no enclosure is used, inverters and auxiliary equipment shall be NEMA 3R rated.

2.7.4 The PCS shall be provided with a supply and/or exhaust ventilation system to facilitate self-cooling of the inverter. Inverter protective features may be activated for brief periods of time if the inverter inlet air temperature exceeds 50°C. (only if a PCS shelter is used.)

2.7.4.1 Inverter(s) size and type shall be determined during detailed design and comply with site interconnection agreement.

2.7.4.2 Inverter(s) shall employ a control algorithm to maximize energy harvest through maximum power point tracking.

2.7.4.3 Inverter self-cooling may be via air or liquid refrigerant, or a combination of these.

2.7.4.4 Inverter protective features shall include the following:

- overload
- short circuit
- high/low AC voltage
- loss/restoration of AC voltage
- high/low grid frequency
- high DC bus voltage
- internal faults
- high internal temperature
- automatic thermal protective control system capable of limiting its power output in the event environmental conditions (e.g., inlet air temperature) are inadequate to remove self-generated heat.

2.7.4.5 PCS layout shall include adequate spacing to accommodate inverter maintenance activities.

2.7.4.6 PCS shall have space to accommodate Contractor designed DAS equipment.

2.7.4.7 PCS shall have adequate task lighting to perform all maintenance activities.

2.7.4.8 For purposes of determining local fire protection and HVAC requirements, PCS design is considered unoccupied.

2.7.4.9 Smoke/heat detector(s) (wired into DAS) shall be provided in each PCS (only if a PCS shelter is used). No other fire detection and protection devices or systems will be provided.

2.7.4.10 PCS shall be provided with a 120/208V load center with transformer size to provide auxiliary power to inverter fans, PCS lighting, and exhaust fans. (PCS will include a utility power system but will not include shelter fans or lighting if no shelter is used.)

2.7.4.11 PCS enclosure shall be provided with ventilation equipment controls designed to limit the temperature differential between outside and inside to approximately 5°C, under full load operation (only if a PCS shelter is used), when the ambient temperature is greater than 45°C.

2.7.4.12 Enclosure shall be provided with air filtration to a minimum of MERV 8 (only if a PCS shelter is used).

2.8 Inverter Step-up Transformers

2.8.1 Inverter step-up transformers shall be compartmental pad-mount design, dead front, loop feed conforming to ANSI C57.12.00

2.8.2 Transformer winding configuration shall be matched to the inverter requirements and shall be KNAN type cooling.

2.8.3 Transformer sizing shall be determined during detailed design, and comply with site interconnection agreement.

2.8.4 Primary voltage (low) shall be: matched to the selected inverter during detailed design. Winding configuration(s) for transformer primary (low) shall be Delta.

2.8.5 Secondary voltage (medium): 12.47kV WYE Grounded / with elbow arresters

2.8.6 Windings shall be copper or aluminum

2.8.7 If necessary, fully rated no load tap changer with high voltage taps: (2) 2.5% above and (2) 2.5% below nominal position –will be provided

2.8.8 Current limiting and overload oil immersed fuses will be accessible through the tank handhole and shall be of the BAY-O-NET type.

2.8.9 Biodegradable insulating fluid

2.8.10 Top powder coat of ANSI 70 light gray or Pueblo Tan

2.8.11 Oil level, pressure/vacuum and oil temperature gauges will be furnished with alarm contacts and shall be monitored by the DAS.

2.8.12 Oil drain valve for dissolved gas analysis sampling provisions accessible outside on the tank

2.8.13 Transformer shall be mounted on a skid or pad at the PCS with secondary containment.

2.8.14 Completed assemblies must carry UL, UL-C, or CSA certification

2.8.15 Transformer shall be furnished with an under oil, load break, on/off, high voltage side switch.

2.9 Charger Combining Switchgear (Electric Vehicle Charging System (EV)

2.9.1 Electric Vehicle Charging System (EV) shall be the same standard design as the other owned charger sites, manufactured by i-charging. Electric Vehicle Charging System (EV) shall be NEMA rated for the environment, and at Contractor's discretion shall be either:

2.9.1.1 metal enclosed (ANSI C37.20.3) or;

2.9.1.2 air insulated substation type

2.9.2 Electric Vehicle Charging System (EV) shall contain an ANSI C12.20 revenue grade meter equipped with Modbus communication capabilities.

2.9.3 Electric Vehicle Charging System (EV) shall have redundant HVAC systems.

2.9.4 Electric Vehicle Charging System (EV) shall be mounted on a cast in place or precast concrete foundation vault or piers.

2.9.5 The Electric Vehicle Charging System (EV) foundations shall have the requisite size and number of rigid galvanized steel metal conduits stubbed out 5 ft for Owner's interconnection cable entrance to the Electric Vehicle Charging System (EV) . Contractor to coordinate sizes with Owner's cabling requirements.

2.10 DAS

A. DAS is composed of hardware and software, EVSE servers, field instrumentation, meteorological stations, and communications devices designed for local monitoring and historical trending, and operation of the EVSE.

B. Upon Owner's final approval of a design for the DAS, Contractor shall supply, install, and commission the DAS hardware (listed in the above paragraph) at the Site.

C. DAS shall display data in real time and log performance data at regular intervals from the EVSE.

D. Performance data and screens shall be made available to Owner through one of the following options:

i. Contractor will host a website with a portal, providing up-to-the-minute performance data. Website will show current day, previous day, week, month and yearly data. Website will also show performance trending, alarm and fault events, and diagnostic tools for optimizing performance;

ii. Contractor will offer integration services to add the DAS components to Owner's existing data infrastructure. Owner will then have access to monitor and collect data along with reporting and analysis;

iii. Communications between the instrumentation and the controllers in the PCS shall be via Modbus. Communications between the PCS and the SCC shall be transmitted via TCP/IP, typically on a fiber layer; communications over that network shall be transmitted via Modbus, TCP, Ethernet IP or other standard method of communication.

iv. Contractor shall program the software for the EVSE, Wonderware platform (or its equivalent) at Owner's discretion

v. Contractor shall install the selected software on an operator workstation computer, and shall grant Owner a DAS user's license for local viewing of data generated by DAS. The operator workstation computer shall be located at the SCC building. Title to the operator workstation and the user's license shall be transferred to Owner. Owner will be responsible for purchasing additional software licenses and maintenance services associated with Owner's use of the DAS system.

E. Programmable Logic Controllers (the "**PLCs**")

i. PLCs shall be employed as part of Contractor's DAS for the purpose of data aggregation, protocol converting, and alarming.

ii. The PLCs shall function as the input/output point for device signals.

F. SCC

i. The SCC will act as the central point for the DAS. The SCC will also function as the primary interface for local operators and technicians to troubleshoot and control the system.

ii. The SCC shall also function as the communications center for the Site.

iii. The SCC shall also contain the Owner-supplied switch/router for the point of connection to the T1 line used for communication.

G. Owner shall supply Contractor with electronic access to be used to transfer operational data to Contractor's data storage warehouse, for Contractor's use. The SCC may be housed within the Owner's existing facilities. Exact location shall be determined at time of detailed design.

H. Test Instrumentation

i. The number of reference Electric Vehicle Charging System (EV) surface temperature clusters shall be specified in Exhibit H-2.

ii. The location of reference Electric Vehicle Charging System (EV) surface temperature clusters shall be specified in final design.

I. Typical points monitored by the DAS system include the following:

i. Meteorological, MST (Surface Temp) and soiling station parameters

ii. Power Conversion Station (PCS) points

a. Inverter shelter points (if applicable)

(i.) shelter environmental conditions (if applicable)
(ii.) shelter door position switch (if applicable)
(iii.) Inverter performance points
(iv.) To include real time AC and DC electrical characteristics, including power, energy generated, inverter status and diagnostics, and all data available from the inverter system. (v.) DC circuit monitoring at the inverter input

iii. Electric Vehicle Charging System (EV) points

a. Electric Vehicle Charging System (EV) surface temperature

iv. Electric Vehicle Charging System (EV) DC current points

a. Electric Vehicle Charging System (EV) DC current transmitters

v. Transformer points

a. transformer oil temperature (digital)
b. transformer pressure/vacuum (digital)
c. transformer oil level (digital)

vi. Charger Connection Station (Electric Vehicle Charging System (EV) CS) points

a. AC disconnect switch points with position feedback

b. protection relaying auxiliary contacts for alarming

vii. Charger Interconnection Switchgear (Electric Vehicle Charging System (EV) IS) points

a. allowance for thirty points from Owner's Electric Vehicle Charging System (EV) IS equipment via data communications (i.e. Modbus).

3. ELECTRICAL INSTALLATION

3.1 General

3.1.1 All work to be installed in a workmanlike manner, consistent with Industry Standards and other applicable standards set forth in the Agreement.

3.1.2 Cable runs shall be made parallel and perpendicular.

3.1.3 For the EVSE, no overall lighting or security systems will be provided.

3.2 DC System Cabling

3.2.1 Series string connections between will be via quick connect connectors factory-supplied with C.

3.2.2 Series string circuits may be combined in parallel into a single circuit running back to a combiner box. Parallel connections will be made using factory-supplied wiring harnesses consisting of pre-cut lengths of minimum 12 AWG cable with quick connections.

3.2.3 DC wiring from the combiner box to the inverters shall be installed in conduit or raceway (unless otherwise specified and approved in final design for areas that may require above ground CAB-type system). A detectable marker tape shall be placed 12" below grade continuously over the conductors. Trench bedding shall be adequate to prevent damage to the cable from any oversized material. As-built drawings will show the location of the underground wiring.

3.2.4 DC cabling may run above grade where allowed by code. Method to be reviewed and accepted by Owner.

3.2.5 DC cable shall be 1kV minimum 90°C (wet or dry), XLPE insulation cable type designated as RHW-2 Conductors may be stranded copper or aluminum.

3.2.6 Exposed cables shall be UV resistant and outdoor rated.

3.2.7 DC cabling shall be mechanically protected where subject to damage when transitioning from above grade routing to below grade. Rigid non-metallic conduit (Electric Vehicle Charging System (EV) C Sch 40) or equivalent will be utilized for this purpose.

3.3 AC System Cabling (600V and below)

3.3.1 All conductors, lugs and cable accessories shall be UL listed, or equivalent.

3.3.2 Cables installed in raceways shall be type THHN/THWN-2, XHHW-2. Conductors may be stranded copper or aluminum.

3.3.3 Cables installed in direct burial applications shall be type USE-2 with XLPE insulation. Conductors may be stranded copper or aluminum.

3.4 Medium Voltage Cable

3.4.1 Conductors shall be 12.5kV type MV-105, (dry or wet) single compact conductor, copper or aluminum, 100% or 133% TR XLPE or EPR insulation, copper tape shield. Alternative conductor specifications, such as using a full-size concentric neutral, shall be allowed upon review and acceptance by Owner.

3.4.2 Contractor shall have the option of selecting one of the following cable constructions:

3.4.2.1 Single conductors, Electric Vehicle Charging System (EV) C or polyethylene jacketed, suitable for direct burial. A bare copper equipment grounding conductor shall be routed with the feeder

3.4.2.2 Multi-conductor cable assembly-non armored. Three single insulated conductors with ground wire, all under an overall Electric Vehicle Charging System (EV) C jacket, suitable for direct burial.

3.4.2.3 Single or Multi-conductor cable assembly-armored. Three single conductors with ground wire, all under an interlocked metallic armor, suitable for direct burial.

3.4.3 Conductors shall be directly buried a minimum of 36" below grade or installed in conduit or raceway. A detectable marker tape shall be placed 12" below grade continuously over the conductors.

3.4.4 Medium voltage terminations shall be cold shrink, outdoor rated for live front applications and shall be of IEEE-386, or equivalent class for non-load break, dead front applications.

3.5 Grounding

3.5.1 All ground conductors shall be stranded copper.

3.5.2 Ground lugs shall be mechanical.

3.5.3 A grounding electrode system consisting of a ring shall be installed at each PCS.

3.5.4 Chargers frames, mounting structure and combiner boxes shall be grounded per NEC requirements.

3.5.5 All below grade connections shall be compression type and UL listed, or equivalent for direct burial applications.

3.5.6 Transformers and inverters/PCS units shall be bonded to the ground ring.

3.5.7 One ground test well shall be furnished at each PCS.

3.6 Labeling and Identification

3.6.1 All multi-string harness inputs to each combiner box and the combiner boxes themselves shall be uniquely tagged and identified. These cables shall have a label affixed to the outer jacket with a Brady or equivalent cable marker at each termination.

3.6.2 Electrical equipment shall be labeled to meet applicable safety codes and requirements.

3.7 Electrical Equipment Enclosures

3.7.1 Control Cabinets, pull boxes and junction boxes shall be in accordance with NEMA Standards and type number and shall be suitable for the location conditions. Minimum base design shall be:

3.7.1.	Indoor:	NEMA
1		1

3.7.1.	Outdoor:	NEMA 3R
2		

3.7.2 All enclosures shall be provided with pad locking provisions.

3.8 Lightning Protection

A. Lightning protection is included at the SCC only.

B. Lightning protection, (where installed) shall be limited to air terminals, down conductors and a connection to the PCS grounding electrode loop as well as surge arrestors.

C. Protection at the Chargers or at the PCS is not included.

4. SITE WORK

4.1 Site Preparation

4.1.1 Design for the EVSE shall take into account Site Conditions in an effort to minimize Site disturbance, subject to the Site Assumptions. Owner shall be responsible for all Site preparation in relation to the Site Assumptions set forth in Exhibit L.

4.1.2 Site grading to be performed by Contractor, if any, shall be compatible with the general topography and uses of adjacent properties, right-of-way, set back and easements.

4.2 Site Access

4.2.1 Contractor shall provide all temporary and permanent access roads for the Site. Permanent perimeter roads, and interior roads for the Site will be completed after construction has been completed.

4.2.2 Contractor shall provide any access roads up to the Fence of the Site. Such access roads shall not be less than 25 feet in width and shall be capable of supporting heavy truck traffic.

4.2.3 Contractor shall provide stabilized access roads within the Site.

All temporary access roadways used by Contractor for the EVSE shall be maintained by Contractor in serviceable condition prior to Substantial Completion of the EVSE, to the extent that Contractor causes degradation of the same in excess of normal wear and tear to perform the Work.

4.3 Fencing

4.3.1 Contractor shall provide the permanent Fence for the Site, subject to Owner's fencing standards and Owner's approval of Contractor's plot plan identifying access, egress, lay down and storage areas, and turn-around ratios required for deliveries. Fence provided by Contractor shall incorporate the appropriate grounding in areas as designated by Owner upon submission of initial design from Contractor's engineering and design team .

4.3.2 Site fencing shall comply with Applicable Laws, Applicable Permits and Industry Standards.

4.4 Grading and Drainage

4.4.1 Contractor shall provide a stamped and engineered grading and drainage plan and perform grading and drainage, if needed, for the Site.

4.4.2 Contractor shall establish storm water management controls for the Project. Contractor shall maintain such controls during construction at the Site of such Project.

4.4.3 Contractor shall take appropriate measures, including dewatering due to storm water, to prevent the foundation and trenched areas from becoming destabilized by the flow of water into the excavation or by cave-ins or slippage.

4.5 Excavating, Filling and Backfilling

4.5.1 Contractor shall be responsible for performing all operations in connection with underground DC and AC cabling and equipment pads. Backfill shall be compacted to 90 to 95% of maximum dry density within a moisture content range of ±2% of optimum moisture as determined by ASTM D698.

4.5.2 Contractor shall be responsible for performing all excavation, filling, and backfilling operations for the equipment pads and buildings. Subgrade beneath buildings and equipment pads, and backfill for foundations shall be compacted in accordance with the geotechnical report for the Site.

4.6 Dust Control:

4.6.1 Contractor shall be responsible for compliance with state and local requirements for fugitive dust emissions. Contractor shall obtain local authority approvals and conform to the dust control regulations.

4.7 Soil Erosion and Sediment Control

4.7.1 Contractor shall develop soil erosion and sediment control plans, and install BMPs in accordance with the local erosion and sediment control regulations. Contractor shall maintain applicable erosion and sediment control systems throughout construction at the Site.

4.8 Water

4.8.1 Contractor shall be responsible for water source for construction use (daily quantity to 30,000 gal per day beginning on the Full Notice to Proceed Date of the Electric Vehicle Charging System (EV). Contractor to provide water usage report to Owner in Monthly Progress Report.

5. STRUCTURAL

5.1 Equipment Foundations

5.1.1 Install structural pad or foundations for PCS and medium voltage transformers.

5.1.2 Foundations shall be of sufficient strength and stiffness to support anticipated loads and load combinations imposed by applicable code requirements.

5.1.3 Foundation recommendations, allowable soil bearing capacities, and canopy panel support post embedment depths shall be based on a geotechnical report for the Site.

5.1.4 The following foundation design criteria shall be used:

5.1.4.1 Foundations shall be designed using static analysis techniques

assuming rigid elements and linear soil pressure distribution such that the allowable settlement and bearing pressure criteria are not exceeded.

5.1.4.2 Foundation stability to be designed in accordance with IBC standards using the appropriate factors of safety.

5.1.5 Concrete

5.1.5.1 Reinforced concrete structures shall be designed and constructed in accordance with ACI 318-05, Building Code Requirements for Reinforced Concrete. Concrete work shall conform to the requirements of ACI 301, Specifications for Structural Concrete.

5.1.5.2 Concrete production, proportioning and placing as well as the formwork, reinforcing, joints and embedded items, repair, curing and protection shall all be in accordance with the applicable ACI Standards and Specifications.

5.1.5.3 Reinforcing bars shall be deformed bars conforming to ASTM A615, Grade 60. Welded wire fabric shall conform to ASTM A185.

5.1.5.4 Cement shall be Portland cement conforming to ASTM C150, Type (as required by soil conditions and geotechnical report for the Site), minimum 28 day compressive strength f'c = 4000 psi.

5.1.5.5 Aggregates for normal weight concrete shall conform to ASTM C33.

5.1.5.6 Anchor bolts shall conform to the requirements of one of the following standards: ASTM A307, ASTM A36, or ASTM F1554;

5.1.5.7 nuts shall conform to ASTM A563, grade A or grade DH;

5.1.5.8 washers shall conform to ASTM F346; [and/or]

5.1.5.9 anchor bolt sleeves shall conform to ASTM A501.

5.1.6 Clips shall be fabricated from stainless steel SS201, conforming to ASTM A666. Associated fasteners shall be made up of stainless steel SS18-8, conforming to ASTM A193.

5.1.7 Spring lock shall be fabricated out of spring steel wires, conforming to AISI 1010.

5.1.8 Corrosion protection

5.1.8.1 Corrosion protection of piles will be provided by galvanizing the whole pile section using the hot-dip process, in accordance with ASTM A123, with a coating thickness of 3 mils.

5.1.8.2 corrosion protection for Electric Vehicle Charging System (EV) framing system will be provided either by galvanizing in accordance with ASTM A653, with a coating thickness of G90 (0.8 mils); or aluminum-zinc alloy in accordance with ASTM A792, with a coating thickness of AZ35 (0.56 mils).

5.1.8.3 corrosion protection for hardware shall be zinc plated in accordance with ASTM B633.

5.1.8.4 cathodic protection is not included.

6. COMMISSIONING AND PERFORMANCE TESTING

See Exhibits H-1 and H-2 for requirements of commissioning, process and testing with respect to the EVSE.

7. DESIGN ENGINEERING

Engineering Design Package: Contractor shall develop a comprehensive design package for the EVSE in accordance with Exhibit B to this Agreement.

EXHIBIT A-2

OWNER-PROVIDED FACILITIES AND SERVICE

1 **General**

1.1. Owner Scope of Work Overview:

A. ContractorOwner shall perform all engineering work related to obtaining approvals from the Transmission Provider, utility and/or applicable agencies for electrical interconnection, if applicable.

B. ContractorOwner shall provide a protective device coordination study and short circuit analysis. This engineering study shall be prepared by a licensed professional engineer and begins at the point of interconnection and ends at the AC output of the inverters for the Project. Owner shall furnish completed study to Contractor no later than 6-weeks prior to the proposed substantial completion date in order for Contractor to verify bus bracing and set protective relaying in the Electric Vehicle Charging System (EV) CS. Contractor will cooperate with Owner to develop all data necessary for the timely design of the transmission path/interconnection.

C. Contractor shall conduct a hydrological study (i.e., storm water volume and velocity study to include flood inundation depth and velocity maps) in order to verify that sheet flow conditions exist.

D. Owner shall provide reasonable lay down areas large enough such as not to encumber construction operations on such Site. Contractor shall also provide for the Site a plot plan identifying access, egress, lay down and storage areas, and turn-around ratios required for deliveries.

E. ContractorOwner's step up transformer shall be configured with its primary (low side) winding as solidly grounded WYE to allow ground fault sensing and protection of the 12.47kV transmission system. Contractor's grounding design must be consistent with Industry Standards, including National Electric Code requirements.

F. To help ensure that Owner and Contractor are in full alignment with respect to coordinating activities for the Project, Owner shall provide Contractor with the following Owner deliverables for the Project upon initiation of Contractor's design efforts for the Project. It shall be understood that Contractor fully intends to rely on the following information during the execution of the Work with respect to the Project.

i. Conceptual Site plan: for the Project, to include location and approximate dimensions of Owner-Provided Facilities and Services, including, but not limited to,

1. Electric Vehicle Charging System (EV) Interconnection Switchgear switchyard,

2. Transmission line routing including structure height and shape to assist in shading analysis,
3.
4. Any future infrastructure locations, corridors, duct banks as Owner wishes Contractor to incorporate into its designs, and
5. Any areas that the Owner considers to be No Fly Zones.

G. Contractor shall be responsible for installing and maintaining during Site preparation activities adequate drainage and minimize soil erosion at the Site prior to construction, and Contractor shall be responsible for maintaining drainage and soil erosion systems during construction, in each case in accordance with state and local sediment and erosion control rules, regulations and ordinances.

H. Contractor shall develop soil erosion and sediment control plans in accordance with the applicable local erosion and sediment control regulations.

I. Contractor shall install storm water management controls . Contractor shall maintain such controls during construction of the Project.

J. Owner agrees that it shall provide Contractor with remote access (and physical access to the extent provided herein) to the supervisory control and data acquisition system furnished by Contractor under the Agreement (the "Data Access Obligations") for purposes of providing Contractor with real-time and/or recorded performance data produced from the Electric Vehicle Charging System (EV) (the "Performance Data"). Such agreement shall survive the termination (for any reason) of the Agreement but in any event shall terminate upon the termination of the Chargers Warranty Terms and Conditions applicable to the Electric Vehicle Charging System (EV). Any hardware or software necessary for Contractor to have such remote access and to collect such Performance Data shall be provided by Contractor, and be maintained and monitored by Contractor, at Contractor's expense. Owner shall provide the Contractor with physical access to the Electric Vehicle Charging System (EV) hardware as reasonably necessary for the Contractor to install such hardware or software and to perform periodic maintenance and monitoring of such hardware or software. Contractor may use such Performance Data solely for the following purposes:

(a) to verify the performance of the Electric Vehicle Charging System (EV) with respect to the obligations under the applicable Warranty Terms and Conditions;

(b) to verify and refine the accuracy of Contractor's energy predictions; and

(c) in publications as an input to general data information regarding the overall performance of the Chargers over multiple projects, provided, however, that the Performance Data does not expressly identify the Electric Vehicle Charging System (EV) .

Any other use shall require the Owner's prior written consent. Owner shall require that until the expiration of the applicable Chargers Warranty Terms and Conditions, any transferee assuming ownership of such Project must comply with the Data Access

Obligations and any such transferee shall require subsequent transferees to comply with the Data Access Obligations until the expiration of the applicable Chargers Warranty Terms and Conditions.

K. Owner hereby grants to Contractor a paid-up, non-exclusive, world-wide license for Contractor and its Affiliates to use the Intellectual Property Rights related to the Data Acquisition System and any other Intellectual Property Rights owned or licensed by Owner necessary for Contractor to exercise its rights with respect to the Performance Data for the Project; provided, however, that such license may be revoked or otherwise terminated in the event that any use by Contractor of Intellectual Property Rights conferred hereby on Contractor under this Agreement is not in accordance with the terms of this Agreement.

L. Site shall have security systems sufficient to comply with Applicable Laws, Applicable Permits and Industry Standards.

1.1. Related Information. This Exhibit A-2 shall include the information regarding specific Owner-Provided Facilities and Services for the Electric Vehicle Charging System (EV) including the following:

A.
B.

C.A. Other information - to be determined during the Limited Notice to Proceed period of the Electric Vehicle Charging System (EV) on the basis of consultation between Contractor and Owner.

EXHIBIT A-3

OWNER-PROVIDED INFORMATION

- Any Project or Site related information identified in Exhibit A-2 available prior to contract execution

EXHIBIT B

CONTRACTOR DELIVERABLES TABLE

SCOPE

This Exhibit B sets forth the Contractor Deliverables that Contractor shall deliver to Owner for the Electric Vehicle Charging System (EV) pursuant to this Agreement.

1. RESPONSIBILITIES

2.1 Contractor shall develop a comprehensive design package for the Electric Vehicle Charging System (EV) consisting of drawings generated in AutoCAD. Contractor shall submit to Owner a complete drawing package for the Electric Vehicle Charging System (EV) which shall consist of the following minimum drawing package:

2.1.1 Cover sheet
2.1.2 Site plan
2.1.3 Grading and drainage plan ~~(provided by Owner)~~
2.1.4 Soil erosion and sediment control ~~(provided by Owner)~~
2.1.5 Symbols, abbreviations and notes
2.1.6 Foundation plans and details
2.1.7 Structural plans, details and elevations
2.1.8 Battery layout
2.1.9 Single-line electrical diagrams
2.1.10 Electrical schematic diagrams
2.1.11 Power and control wiring, including AC and DC systems
2.1.12 PCS enclosure drawings, where applicable
2.1.13 Series and parallel string wiring diagrams
2.1.14 Inverter installation plans
2.1.15 Grounding plans
2.1.16 DAS system
2.1.17 Fence drawing

2.2 Other Documentation

2.2.1 Contractor shall submit, in both hard and soft copy, the additional documentation for the Electric Vehicle Charging System (EV) set forth below. Hard copies shall be in the form of three ring binders with a table of contents and tabs. Spines of the hard copy binders shall be marked to identify the documentation. Soft copies shall be posted on Contractor's .ftp website for Owner's access.

2.2.1.1 Site-specific health and safety plan for the Site as required under Exhibit D to this Agreement.

2.2.1.2 As-built drawings for the Electric Vehicle Charging System (EV) shall be submitted no later than ninety (90) days following the Substantial Completion Guaranteed Date and shall reflect the final

actual details of the completed Electric Vehicle Charging System (EV) .

2.2.1.3 Commissioning Plan for the Electric Vehicle Charging System (EV) as required under this Agreement.

2.2.1.4 Commissioning specifications for the Electric Vehicle Charging System (EV) shall be submitted in coordination with Contractor's issuance of subcontract agreements.

2.2.1.5 Commissioning logs for the Electric Vehicle Charging System (EV) shall be submitted as required under this Agreement.

2.2.1.6 Test reports for the Electric Vehicle Charging System (EV) shall be submitted as required under this Agreement.

2.2.1.7 Required Manuals for the Electric Vehicle Charging System (EV) shall be submitted no less than thirty (30) days prior to the scheduled commencement of training for Operator Personnel.

2.2.1.8 Training schedule and course outline for the Electric Vehicle Charging System (EV) , consistent with Exhibit E, shall be submitted no less than forty-five (45) days prior to the scheduled commencement of training for Operator Personnel.

2.2.1.9 All other Work-related information and documentation reasonably requested by the Owner, consistent with the terms of this Agreement.

2. DESIGN REVIEW

3.1 Owner and Contractor agree to participate in an accelerated review of major Equipment and designs for the Electric Vehicle Charging System (EV) by attending an on-board design review conference for the Electric Vehicle Charging System (EV) (the "**Conference**").

3.2 The purpose of the Conference is to afford Owner the opportunity to ensure that the Contractor's design and final selection of equipment for the Electric Vehicle Charging System (EV) is in accordance with this Agreement.

3.3 The Conference shall be convened when engineering of the Electric Vehicle Charging System (EV) is approximately sixty percent (60%) complete. A fifty percent (60%) complete engineering design package for the Electric Vehicle Charging System (EV) shall be provided to the Owner at least one (1) week prior to the Conference.

3.4 Owner shall be provided the Conference schedule for the Electric Vehicle Charging System (EV) no less than two (2) weeks prior to the Conference for the Electric Vehicle Charging System (EV) .

3.5 The Conference shall be held at a mutually agreed upon location.

3.6 Contractor shall pay for all Conference facilities and meals at Contractor's office.

3.7 All Conference participants shall pay their own travel, lodging and other expenses.

3.8 Contractor and Owner shall provide access to their respective designated representatives during the Conference.

3.9 The sixty percent (60%) complete design package shall consist of the following:

3.9.1 Major equipment locations

3.9.2 AC single line(s)
3.9.3 DC single line(s)
3.9.4 Conceptual PCS layout
3.9.5 Conceptual grading plan
3.9.6 Conceptual stormwater plan
3.9.7 Instrumentation and control block diagram
3.9.8 Monitored points list
3.9.9 Site logistics plan
3.9.10 Specification list
3.9.11 Purchase specifications for:
- 3.9.11.1 Inverter transformer
- 3.9.11.2 Electric Vehicle Charging System (EV)
- 3.9.11.3 Inverter
- 3.9.11.4 Medium voltage cable
- 3.9.11.5 DAS System
- 3.9.11.6 UPS System
- 3.9.11.7 Fiber Optics

EXHIBIT C

PERMITS

EXHIBIT C-1
APPLICABLE PERMITS (OWNER)

Electric Vehicle Charging System (EV) [•]

Permit/Approval/Surveys	Agency

EXHIBIT C-2
CONTRACTOR-ACQUIRED PERMITS

Electric Vehicle Charging System (EV)

Permit/Approval	Agency
Required Permits/Approvals: All other Applicable Permits/approvals/ surveys as required by Governmental Authorities not listed under Exhibit C-2 to the Agreement. These may include: Land use/zoning approvals Clean Water Act permits, including National Pollutant Discharge Elimination System (NPDES) permits associated with construction activities (Owner coverage) Fugitive dust permits (Owner coverage) National Environmental Policy Act compliance Archaeological and biological surveys Building permits (if applicable) National Pollutant Discharge Elimination System (NPDES) permits associated with construction activities (Contractor coverage) Fugitive dust permit (Contractor coverage) Grading permits Fence permits Access permits Trailer permits, and associated drinking water and wastewater permit (if necessary) New Mexico Contractor's license number	As required

Exhibit C-2: Contractor Acquired Permits

Fuel storage tank permit (Contractor coverage) OSHA permit (Contractor coverage)	

EXHIBIT D

SAFETY MANUAL

[Attachment copy of Contractor's Safety Manual to be emailed]

EXHIBIT E

OPERATING PERSONNEL TRAINING PROGRAM

(Reserved for Sub Contractor Entity)

EXHIBIT F

LIEN WAIVER AND RELEASES

EXHIBIT F-1

WAIVER AND RELEASE UPON FINAL PAYMENT OF CONTRACTOR

Each Contractor's Invoice shall be reasonably detailed and shall be accompanied by reasonable supporting documentation with respect to the Work completed which shall include a lien waiver upon final payment in the following form:

FINAL PAYMENT AFFIDAVIT, WAIVER, AND RELEASE[1]

Project Description: The engineering, procurement, and construction of 1 dual port EV chargers with associated future proof parameters set out in RFP to include battery and car port canopy (**"Electric Vehicle Charging System (EV) "**) (**"Electric Vehicle Charging System (EV) "**) and the facilities and equipment for the Electric Vehicle Charging System (EV) that are owned by _____, a _____ (**"Owner"**) and located between (and including) the Electric Vehicle Charging System (EV) interconnection switchgear which is designed, engineered, procured and constructed by Owner and the point where the Electric Vehicle Charging System (EV) and Electric Vehicle Charging System (EV) interconnection switchgear are physically and electrically interconnected with the applicable electric system (**"Owner Interconnection Facilities"**) (collectively the **"Project"**) to be owned by Owner, and the designing, installation, testing and commissioning of the Electric Vehicle Charging System (EV) , pursuant to the terms of that certain Engineering, Procurement, and Construction Agreement, dated _____ (the **"Agreement"**) between _____, a _____ corporation (**"Contractor"**), and Owner.

In accordance with Section 6.6 of the Agreement and for the purpose of Final Completion of the Electric Vehicle Charging System (EV) , the undersigned, for and in consideration of the payments made to it by Owner for the Work performed in connection with the Electric Vehicle Charging System (EV) pursuant to the Agreement, hereby certifies as follows:

1. The undersigned has received final payment, in full for all deliveries of the Equipment and for all Work performed in connection with the Electric Vehicle Charging System (EV) and the undersigned hereby warrants that there are no outstanding claims by the undersigned or any of the undersigned's Subcontractors against Owner in connection with the Electric Vehicle Charging System (EV) , except as specifically enumerated on the Schedule attached to this Final Payment Affidavit, Waiver and Release (**"Final Payment Release"**).

2. The undersigned does hereby waive, release, and quitclaim in favor of Owner, its Affiliates, each and every Person acquiring title to and/or making a loan on the Electric Vehicle Charging System (EV) , and any and all of their successors and assignees, all rights that presently exist or hereafter may accrue to the undersigned to assert a lien or encumbrance upon the land, improvements, labor, materials, equipment and Work comprising the Electric Vehicle Charging System (EV) or relating to the Electric Vehicle Charging System (EV) .

3. The undersigned does hereby forever release, waive, and discharge the Electric Vehicle Charging System (EV) and Owner and its Affiliates from any and all liens, right to establish a lien, causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands of whatsoever kind or nature, in law or equity, including, without limitation, claims for any extension of time or increase in compensation, which the undersigned and/or its successor and/or assignees ever had, now have or ever will have against Owner, its Affiliates and the Electric Vehicle

Charging System (EV) , by reason of delivery of the Equipment and performance of Work in connection with the Electric Vehicle Charging System (EV) for the Equipment delivered and Work performed [, and the undersigned hereby agrees to indemnify, defend and hold Owner and its Affiliates, and their respective directors, officers and employees harmless from any and all damages, costs, expenses, demands, suits, and legal fees asserted or awarded, directly or indirectly relating to any of the foregoing claims or liens so released][2].

4. The undersigned has not assigned any claim against Owner or the Electric Vehicle Charging System (EV) , nor any lien or right to perfect a lien against Owner, the Site or the Electric Vehicle Charging System (EV) , and the undersigned has the right, power, and authority to execute this Final Payment Release.

5. The undersigned warrants that all laborers and Subcontractors employed by it, all Suppliers or materialmen from which it has acquired material or equipment incorporated into the Work or the Electric Vehicle Charging System (EV) , and any lien or bond claimant relating to the undersigned's work has been paid in full, and that none of such laborers, Subcontractors, Suppliers, materialmen or claimants has any claim, demand, or lien against Owner, the Work, the Site, the Equipment or the Electric Vehicle Charging System (EV) . The undersigned further warrants that all applicable taxes; fees, and benefits relating directly or indirectly to the undersigned's work have been paid in full, except for those contested in good faith which do not affect the Electric Vehicle Charging System (EV) or Owner.

6. No security interest has been given or executed by the undersigned for or in connection with any materials, equipment, appliances, machinery, fixtures, or furnishings placed upon or installed on the Electric Vehicle Charging System (EV) or the Site.

7. This Final Payment Release shall be an independent covenant, subject to the foregoing exceptions and clarifications, and shall operate and be effective with respect to Work performed and on the Equipment furnished, on the Electric Vehicle Charging System (EV) . This Final Payment Release shall survive Final Completion of the Electric Vehicle Charging System (EV) , as defined, and to the extent provided for, in the Agreement.

This Final Payment Affidavit, Waiver and Release is effective upon receipt by the undersigned of Final Payment from Owner. Capitalized terms used herein but not defined shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, this Final Payment Release has been executed on this_____day of_____,_____

.

[CONTRACTOR]

By: _____

Name: _____

Its: _____

EXHIBIT F-2

WAIVER AND RELEASE UPON PROGRESS PAYMENT OF CONTRACTOR

Each Contractor's Invoice shall be reasonably detailed and shall be accompanied by reasonable supporting documentation with respect to the Work completed which shall include a lien waiver upon progress payment in the following form:

PROGRESS AFFIDAVIT, WAIVER, AND RELEASE

Project Description: The engineering, procurement, and construction of 1 dual port EV chargers with associated future proof parameters set out in RFP to include battery and car port canopy (" **Electric Vehicle Charging System (EV)** ") (" **Electric Vehicle Charging System (EV)** ") and the facilities and equipment for the Electric Vehicle Charging System (EV) that are owned by Truth or Consequences, a New Mexico corporation (**"Owner"**) and located between (and including) the Electric Vehicle Charging System (EV) interconnection switchgear which is designed, engineered, procured and constructed by Owner and the point where the Electric Vehicle Charging System (EV) and Electric Vehicle Charging System (EV) interconnection switchgear are physically and electrically interconnected with the applicable electric system (**"Owner Interconnection Facilities"**) (collectively the **"Project"**) to be owned by Owner, and the designing, installation, testing and commissioning of the Electric Vehicle Charging System (EV) , pursuant to the terms of that certain Engineering, Procurement, and Construction Agreement, dated _____ (the **"Agreement"**) between SOMOS SOLAR INC. a New Mexico corporation (**"Contractor"**), and Owner.

In accordance with Section 6.3 of the Agreement, the undersigned, for and in consideration of the payments made to it by Owner for the Work completed pursuant to the Agreement, hereby certifies as follows:

1. Upon receipt of the sum of $_____, the undersigned will have received payment in full for all deliveries of the Equipment and for all Work performed in connection with the Electric Vehicle Charging System (EV) through the____day of_____,____as specified in the relevant invoice, and, except for receipt of said payment and as an inducement to Owner to make same, the undersigned hereby affirms that there are no outstanding claims by the undersigned or any of the undersigned's Subcontractors against Owner in connection with the Electric Vehicle Charging System (EV) , except as specifically enumerated on the Schedule attached to this Progress Affidavit, Waiver, and Release (**"Progress Release"**).

2. The undersigned does hereby waive, release, and quitclaim in favor of Owner, its Affiliates, each and every Person acquiring title to and/or making a loan on the Electric Vehicle Charging System (EV), and any and all of their successors and assignees, all rights that presently exist or hereafter may accrue to the undersigned to assert a lien or encumbrance upon the land, improvements, labor, materials, equipment and Work comprising the Electric Vehicle Charging System (EV) or relating to the Electric Vehicle Charging System (EV) furnished through the__day of_____,_____.

3. The undersigned does hereby forever release, waive, and discharge the Electric Vehicle Charging System (EV) and Owner and its Affiliates from any and all liens, right to establish a lien, causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands of whatsoever kind or nature, in law or equity, including, without limitation, claims for any extension of time or increase in compensation, which the undersigned and/or its successor and/or assignees ever had, now have or ever will have against Owner, its Affiliates and the Electric Vehicle Charging System (EV) , by reason of delivery of the Equipment and performance of Work in connection with the Electric Vehicle Charging System (EV), for Electric Vehicle Charging System (EV) Hardware delivered and Work performed through the_____day of_____, and the undersigned hereby agrees to indemnify, defend and hold Owner and its Affiliates, and their respective directors, officers

and employees harmless from any and all damages, costs, expenses, demands, suits, and legal fees asserted or awarded, directly or indirectly relating to any of the foregoing claims or liens by any party for Work which relates to that which was performed, by or for the undersigned, through the _____day of_____, 2025.

4. The undersigned has not assigned any claim against Owner or the Electric Vehicle Charging System (EV), nor any lien or right to perfect a lien against Owner or the Electric Vehicle Charging System (EV), and the undersigned has the right, power, and authority to execute this Progress Release.

5. The undersigned warrants that all laborers and Subcontractors employed by it, all Suppliers or materialmen from which it has acquired material or equipment incorporated into the Work or the Electric Vehicle Charging System (EV), and that any lien or bond claimant relating to the undersigned's work has been paid in full, and that none of such laborers, Subcontractors, Suppliers, materialmen or claimants has any claim, demand, or lien against Owner, the Work, the Site, the Equipment or the Electric Vehicle Charging System (EV) through the____day of__, 2025, of Work performed on the Electric Vehicle Charging System (EV) except as described in the attached document. The undersigned further warrants that all applicable taxes, fees, and benefits relating directly or indirectly to the undersigned's work have been paid in full to the extent due and payable as of the date of this Progress Release, except for those contested in good faith.

6. No security interest has been given or executed by the undersigned for or in connection with any materials, equipment, appliances, machinery, fixtures, or furnishings placed upon or installed on the Electric Vehicle Charging System (EV) or the Site.

7. This Progress Release, subject to the foregoing exceptions and clarifications, shall be an independent covenant and shall operate and be effective with respect to Work performed and on Electric Vehicle Charging System (EV) Hardware furnished, through the_____day of_, 20 , on the Electric Vehicle Charging System (EV).

IN WITNESS WHEREOF, this Progress Release has been executed on this____day of _____, _____.

By: _____

Name: _____

_____ Its: _____

EXHIBIT G

WORK SCHEDULE

1. Contractor's Work Schedule for the Electric Vehicle Charging System (EV) shall adhere to the following key dates:

MILESTONE ITEMS	DATE	RESPONSIBLE PARTY
Site survey to include all Site boundaries, obstruction (both above and below ground), easements and unusable areas.	LNTP	Contractor
Geotechnical study to include in situ load pile testing (Exhibit A-2, Section 1.1.A)	LNTP	Contractor
Hydrological study (Exhibit A-2, Section 1.1.K)	LNTP	Contractor
Limited Notice to Proceed ("LNTP")		Owner
Conduct an on-board conceptual grading and site plot plan design review for permitting		Contractor
Conduct an on-board design review Conference (Exhibit B).		Owner & Contractor
Construction Site plot plan-to include proposed Electric Vehicle Charging System (EV) field locations, grading and drainage plan, lay down requirements, perimeter fence, temporary facilities and access/egress road locations		Contractor
Engineering design review 50% complete		Owner & Contractor
Permit submission		Contractor
Full Notice to Proceed ("FNTP")		Owner

Shovel ready Site, including items required for Contractor to commence on-Site work such as all Applicable Permits required under Exhibit C-1, grading leveled Site, fencing and water, and access roads		Contractor
Mobilization		Contractor
Site specific layout issues		Contractor
Commence delivery of materials		Contractor

KEY DATES	DATE	RESPONSIBLE PARTY
Required construction Permit approvals		Contractor
Location of SCC (Exhibit A-1, Section 2.9F)		Contractor
Completion of interconnection (including relay protection and metering)		Contractor.
Electric Vehicle Charging System (EV) Substantial Completion Date		Contractor

2. Contractor's normal working days are hereby defined as 5 days per week, Monday through Friday.

3. Contractor's normal working hours are hereby defined as 8 hours per day or between sunrise to sunset local time.

4. Contractor reserves the right to conduct work on Saturday, Sunday or any legal holiday to accommodate construction requirements or flexibility in scheduling construction crews and to work multiple shifts, including night shifts, as required to meet the Work Schedule.

EXHIBIT H - 1

COMMISSIONING PROCESS

1. INTRODUCTION

The commissioning process of EVSE (Electric Vehicle Charging System (EV) EVSE) typically involves a series of inspection and test activities that verify compliance of the Electric Vehicle Charging System (EV) EVSE with the applicable requirements and standards to which such EVSE is designed and constructed. For all intents and purposes, Commissioning shall mean the process by which all infrastructure and systems at the EV site, including charging units, safety systems (inclusive of striping), ADA accessibility features, network connectivity, software integration, and payment systems, are fully installed, tested, and certified as operational in accordance with applicable manufacturer specifications, utility interconnection requirements, and national and local codes, including CID, NEC, and IEEE standards. As part of this process, the construction contractor will need to inspect and test a representative sample of components and subsystems before they are placed into service. In the case of Electric Vehicle Charging System (EV) EVSEs, commissioning procedures can be applied to the complete EVSE or to parts of the EVSE (The commissioning plan for the Electric Vehicle Charging System (EV) shall be consistent with the foregoing process and the requirements set forth in this Exhibit (such plan being the **"Commissioning Plan"**).

2. COMMISSIONING PROCEDURE

The Commissioning Plan shall cover not only mechanical completion of the Electric Vehicle Charging System (EV) but also Capacity Testing and Functional Testing. This means that in addition to verifying proper installation of all the components and systems, Contractor will be required to undertake testing to verify that such components and systems are (i) working properly and can produce energy safely and reliably and without damage or risk to Operating Personnel, subject to such persons' compliance with the training provided pursuant to this Agreement. and (ii) satisfy the Capacity Test and Function Test requirements set forth in Exhibit H-2, as such testing and will be more particularly described in the Commissioning Plan.

The Commissioning Plan shall be divided into two sets of procedures:

1. Inspection procedures; and
2. Capacity Testing and Functional Testing procedures.

The detailed procedures to be set forth in the Commissioning Plan for each procedure described above shall include, as a minimum:

1. Purpose and description of the procedure;
2. Procedure code;
3. Needed milestones and conditions;
4. Sample size;
5. Responsible party and observers;
6. Equipment needed;
7. Health and safety precautions;
8. Pass /fail criteria; and
9. References.

3. ACCEPTANCE INSPECTIONS

The following inspections shall be performed in accordance to IEC 60364-6 and IEC 62446 as part of the inspection aspects of the Commissioning Plan:

Description	Scope
Verification of completed work	100% of Electric Vehicle Charging System (EV) EVSE
Verification of support structures	100% of Electric Vehicle Charging System (EV) EVSE
Verification of the cable installation	100% of Electric Vehicle Charging System (EV) EVSE
Verification of buried cable	100% of Electric Vehicle Charging System (EV) EVSE
Verification of the monitoring and control system	100% of Electric Vehicle Charging System (EV) EVSE
Verification of the polarity of strings	100% of Electric Vehicle Charging System (EV) EVSE
Open circuit medium voltage strings	100% of Electric Vehicle Charging System (EV) EVSE
Measurement of electric cable insulation from the combiner box to the inverter	100% of Electric Vehicle Charging System (EV) EVSE
Verification of the condition of the junction boxes	100% of Electric Vehicle Charging System (EV) EVSE
Meggering MV cables	100% of Electric Vehicle Charging System (EV) EVSE
Meggering MV cable jacketing	100% of Electric Vehicle Charging System (EV) EVSE
Measuring ground resistance	100% of Electric Vehicle Charging System (EV) EVSE
Measure of input short circuit current and open circuit voltage at the string	100% of strings measured on site
Verification of the Inverter Efficiency	100% of inverters
Verification of the tracker commission protocol as per manufacturer's guidelines (see the appendix to this Exhibit H-1)	100% of trackers
Inspection of Charger uptime and reliability	100% of Electric Vehicle Charging System (EV) EVSE
Laboratory tests Charger capacity and uptime	According to norm UNE 66020-1
Verification of Gross Maximum Capacity	100% of Electric Vehicle Charging System (EV) EVSE
Capacity Test as defined on Exhibit H-2	100% of Electric Vehicle Charging System (EV) EVSE
Functional Test as defined on Exhibit H-2	100% of Electric Vehicle Charging System (EV) EVSE

APPENDIX TO EXHIBIT H-1

Charger Commissioning Checklist
(to be finalized prior to execution of the EPC contract)

EXHIBIT H - 2

PERFORMANCE TESTING

1. INTRODUCTION

The performance testing of (Electric Vehicle Charging System (EV) is a crucial step in ensuring that the electric vehicle supply equipment (EVSE) meets design specifications, safety standards, and operational expectations before being deployed in the field. It involves a series of functional and electrical tests designed to validate the charger's efficiency, communication protocols, user interface, and safety mechanisms in accordance with ISO 15118 or IEC 61851.

The procedures and tests set forth in this Exhibit H-2 establish how performance testing of the Electric Vehicle Charging System (EV) EVSE is to be conducted and reported to Owner, and separately to determine whether Contractor has achieved the Guaranteed Capacity and the Minimum Guaranteed Capacity (as applicable).

The Capacity Test Procedures to be developed in accordance with this Agreement shall reflect the provisions set forth in this Exhibit H-2.

2. FUNCTIONAL TEST REPORTING

1.1. Definitions

The following words and phrases shall when used and typed in "Title Case" in this Part 2 of this Exhibit H-2 shall have the meanings assigned to them below, and cognate expressions shall have corresponding meaning, namely:

"**Actual Performance Ratio**" means the actual measured performance ratio, shown in percent (%), according to the performance test procedure as described herein.

"**Actual Corrected Performance Ratio**" means the actual measured performance ratio, shown in percent (%), corrected for temperature according to the performance test procedure as described herein.

"**Standard Test Conditions**"

1.2. Objective

The Functional Test procedure set forth in Part 2 of this Exhibit H-2 will be used to report to the Owner the Actual Corrected Performance Ratio of the facility at Final Completion, and again at the end of the Warranty Period. Actual Performance will be measured in accordance with Engineer of Record requirements for Electric Vehicle Charging System (EV) EVSE, and will be verified against the Specification sheets provided by charger manufacturer.

EXHIBIT I

MILESTONE PAYMENT SCHEDULE

Owner shall pay Contractor in accordance with the following Milestone Payment Schedule:

Key Milestones	**Percentage (%) of Contract Price Payment Requested**	**Cumulative Percentage (%) of Contract Price Complete**
Notice to Proceed Date (10%-IFC, Procurement, Permits)	60% ($384,804.60)	60%
Mobilization complete and Site office and laydown areas established	10% ($64,134.10)	70%
Delivery to site of Equipment (Chargers, Batteries, Canopy)	10% ($64,134.10)	80%
Delivery to site of Equipment (BOS, electrical wiring, connectors)	10% ($64,134.10)	90%
Mechanical Completion	5% ($3,267.04)	95%
Substantial Completion	2.5% ($16,033.53)	97.5%
Final Completion and reconciliation payment	2.5% ($16,033.53)	100%

EXHIBIT J

SITE DESCRIPTION

411 McAdoo St, Truth or Consequences, New Mexico, 87901

EXHIBIT K

SPECIFIED SUPPLIERS AND SPECIFIED SUBCONTRACTORS

1. APPROVED SUPPLIERS

Electric Vehicle Charging System (EV)	i-charging
Inverters	TBD
Transformers	TBD

2. APPROVED SUBCONTRACTORS

To be confirmed	
	Foundation Execution
	SCADA Design & Engineering, EVSE Commissioning & Electric Vehicle Charging System (EV) CS Commissioning
	Structural Contractor

EXHIBIT L

SITE ASSUMPTIONS

The following Site Assumptions shall apply to the Site:

1. Non-corrosive/non-hazardous soils; non-hazardous (classified) environmental conditions as defined by Article 500 of the National Electrical Code.

2. No archeological, paleontological, historical, religious and/or cultural finds or artifacts.

3. No sensitive, protected, endangered or threatened species.

4. Site/grade is undeveloped, tolerance of finished grading as shown below:

    - Design Criteria - For Uniform Grade:

        - Existing Grade – vegetation grubbed

        - Maximum slope shall be 5.0%

5. Compaction of the soil needs to be 90% maximum dry density within a moisture content range of
   +/- 2% of optimum moisture as determined by ASTM D698 pending pile test.

6. Minimum bearing capacity 1000 pounds/sq. foot.

7. No water table within 10 feet of finished grade.

8. Soil uplift resistance (to pile) equal to or greater than 1000 pounds at a maximum pile depth of six feet.

9. Soil lateral resistance (to pile) equal to or greater than 4000 pounds imposed at a distance of 6 inches above grade with a maximum deflection of .5 inches at grade.

10. No existing utilities, easements, rights of way, improvements or existing structures which inhibit construction of the Project.

11. 90 mph wind speed as depicted in Fig 6-1 of the American Society of Civil Engineers (ASCE 7-05) code.

12. Unrestricted access to the Site 24 hours per day, seven days per week for the duration of construction and commissioning in two locations to allow for entering and exiting of vehicles; provided that Contractor shall provide Owner with reasonable prior notice of the need for access to the Site during any hours other than normal working hours (as such normal working hours are set forth in the Work Schedule) and Owner shall make Commercially Reasonable Efforts to accommodate such requests for access to the Site. To the extent that Owner is unable to accommodate any such reasonable requests, the provisions of Article 16 of the Agreement shall apply.

13. Access to the Site provided from well-maintained, flat, level and compacted public roadways (90-95% density surface) capable of withstanding commercial (e.g., semi-trailers) and construction grade vehicle traffic.

14. Interior roads at the Site shall also be compacted to 90 - 95% density.

15. Interconnection point within the Site and voltage at 12.47 KV.

EXHIBIT M

FORMS OF BONDS

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount: $

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

EXHIBIT N

SMALL BUSINESS SUBCONTRACTING PLAN

Note: To be prepared prior to execution Full Notice to Proceed

(All elements of the below plan are developed specifically for this contract and applicable for the full term of this contract, including any option periods.)

Name of Supplier: Address: Telephone: Facsimile:

E-mail:

Contract Number/Purchase Order:_____

Contract Name: _____

Service/Material: _____

Total Amount or Contract/Purchase Order (Including options) $ _____

Period of Contract/Purchase Order Performance (DAY, MO. & YR.)_____

1. **Goals**

State separate dollar and percentage goals, expressed in terms of percentages of total subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business as subcontractors.

Description	Dollar Value	%
Total estimated dollar value and percent of planned subcontracting with **small businesses** (include veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses) *No double counting is permitted, the percentages of the mentioned categories are independent and calculated based on the total estimated dollar value and percent of all planned subcontracting with **large businesses and small businesses.***		
Total estimated dollar value and percent of planned subcontracting with **large businesses**		
Total estimated dollar value and percent of all planned subcontracting with **large businesses and small businesses**		100%
Total estimated dollar value and percent of planned subcontracting with **veteran-owned small businesses**		

Total estimated dollar value and percent of planned subcontracting with **service-disabled veteran-owned small businesses**		
Total estimated dollar value and percent of planned subcontracting with **HUBZone small businesses**		
Total estimated dollar value and percent of planned subcontracting with **small disadvantaged businesses**		
Total estimated dollar value and percent of planned subcontracting with **women-owned small businesses.**		

2. Description of materials or services to be subcontracted

Provide a description of all the materials and/or services to be subcontracted under this contract, and indicate the types of businesses supplying them: Somos has a network of construction partners who will fall under our safety and quality programs who will be performing all duties and responsibilities during the construction, installation, testing, and commissioning process.

3. Description of the Method Used to Develop the Subcontracting Vetting and establishment of Goals

Somos utilizes a subcontractor vetting process that includes:

a. Define requirements
   i. Scope of work
   ii. Technical Qualifications
   iii. Certifications or Licenses
   iv. Safety and Compliance expectations
   v. Timeline and Budget Constraints
b. Prequalification Stage
   i. Company profile & references
   ii. Business licenses and registrations
   iii. Insurance certificates
   iv. Safety Records
   v. Financial statements or proof of financial stability
   vi. Sample project portfolio
c. Evaluation Criteria
   i. Experience & Capability
   ii. Quality Assurance
   iii. Safety Record
   iv. Reputation
   v. Compliance
d. Interview or Site Visits
   i. Team introductions
e. Risk Assessment
   i. Schedule Delays
   ii. Legal or safety reliabilities (TRIR)
   iii. Conflict of interest
f. Approval and Onboarding
   i. Sign NDA's
   ii. Scope of Work overview
   iii. Project planning meetings
   iv. Reporting standards

g. Performance Monitoring (Post-Vetting)
   i. Track performance KPI's
   ii. Conduct Regular and frequent check-ins.
   iii. Maintain communication and feedback loops.

Description of the Method Used to Identify Potential Sources)

(Attach additional sheets if necessary.)

5. Indirect costs have not been included in the dollar and percentage subcontracting goals stated above.

6. Program Administrator

Name: Title: Address:

Telephone Number: Facsimile:

E-mail:

7. Duties of the Program Administrator

~~**8. Describe the efforts to ensure that small, veteran-owned small, service-disabled veteran-owned small, HUB Zone small, small disadvantaged and women-owned small businesses will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:**~~

9. Reporting and Cooperation

The contractor gives assurance of: (1) cooperation in any studies or surveys that may be required; and (2) submission of the subcontracting plan.

10. Recordkeeping

Type of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

a. Organizations contacted in an attempt to locate small, veteran-owned small, service-disabled veteran-owned small, HUB Zone small, small disadvantaged and women-owned small business sources.
b. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than $100,000 indicating: (1) whether small businesses were solicited, and if not, why not;
   and (2) if applicable, the reason why the award was not made to a small business.
c. Records to support other outreach efforts.

This subcontracting plan was submitted by:

Signature:

Typed Name:

Title:

Phone Number:

Facsimile Number:

Email:

EXHIBIT O

RESERVED

[Exhibit Not Used]

EXHIBIT P

SAMPLE WARRANTY TERMS AND CONDITIONS

EXHIBIT Q

FORM OF CHANGE IN WORK FORM

CHANGE IN WORK FORM

Project:

Contract:

Change In Work #: [•]

Date of Change In Work: [•]

The undersigned agree to the following change to the Engineering, Procurement and Construction Agreement, dated _____, (the "**Agreement**"), by and between Owner and Contractor. Initially capitalized terms used but not defined herein shall have the respective meanings given in the Agreement.

The changes to the Agreement that are described below (collectively the applicable Change In Work) are considered an amendment to the Agreement. With the exception of the Change In Work, this Change In Work Form does not relieve Owner or Contractor of their responsibilities and obligations described in the Agreement or otherwise modify the rights of Owner or Contractor under the Agreement. The below adjustments to the Agreement terms will constitute a full and complete settlement for the Change In Work which is the subject of this Change In Work Form, unless otherwise provided in the detailed description below.

Detailed description of the requested Change In Work and reason for request:

_____

_____

_____

_____

Detailed description of the effect of the Change In Work on the Agreement:

_____

_____

_____

_____

Description of attached documentation establishing the Change In Work cost of performing the work other than a change in the Contract Price. If there is no change in cost, state "none":

_____

_____

_____

_____

Description of the change in the Contract Price:

The original Contract Price is: $ [•]

The change in the Contract Price is: $ [•]

The revised Contract Price (including the Change In Work set forth herein) is: $ [•]

The method used in determining the change in Contract Price is indicated on the attached Schedule 1.

Changes to the Work Schedule, Milestone Items and Substantial Completion Guaranteed Date are set forth below. If there is no change in the Work Schedule, Milestone Items and Substantial Completion Guaranteed Date, state "none":

_____

_____

_____

_____

The revised Substantial Completion Guaranteed Date (taking into consideration the Change In Work set forth herein and all other prior Changes In Work) is: [•]

Requested By:

By:_____

Name:_____

Title:_____

Accepted and Agreed To:

By:_____

Name:_____

Title:_____

Schedule 1 to Change In Work Form

Method used in determining the change in Contract Price

[•]

EXHIBIT R

RESERVED

[Exhibit Not Used]

EXHIBIT S

FORM OF CONTRACTOR'S INVOICE

Somos Solar
3600 Cerrillos Rd, Ste 101
Santa Fe, NM 87505
505-551-2321



Invoice

Submitted on xx/xx/202x

Invoice for	Payable to	Invoice #
	Somos Solar, Inc.	INV XXX
	Project	**Due date**
	ORD_XXX	Net 15

Description	Qty	Unit price	Total price
X --X	1	$0.00	$0.00
X --X	1	$0.00	$0.00
X --X	1	$0.00	$0.00

Notes

Subtotal	**$0.00**
Adjustments	$0.00
	$0.00

EXHIBIT T

USER GUIDE AND SDA