

Rolf Hechler
Mayor



Ingo Hoeppepner
Commissioner

Destiny Mitchell
Mayor Pro-Tem

Chaz M. Glines
Commissioner

Amanda Forrister
Commissioner

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

Gary Whitehead
City Manager

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, SEPTEMBER 23, 2026; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. COMMISSION COMMENTS

6. STAFF COMMENTS

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. CONSENT CALENDAR

1. City Commission Regular Minutes, September 9, 2026
2. Acknowledge Purchase Report of items under \$60,000
3. Take Home Vehicle Forms: Police Department

E. NEW BUSINESS

1. Discussion/Action: Summary Plat Amendment 310-316 E Third. Assistant City Manager Alvarez
2. Discussion/Action: Approval and Acceptance of FAA Airport Infrastructure Grant No. 3-35-0042-030-2026 – Airport Layout Plan Update. Assistant City Manager Alvarez
3. Discussion/Action: November and December 2026 City Commission Meeting Schedule. City Clerk Torres
4. Discussion/Action: Approval of the 2027 City Holiday Schedule. City Clerk Torres
5. Discussion/Action: Appointment of Damian Rembart to serve as a member on the Recreation/Golf Course Advisory Board. City Clerk Torres

- E. NEW BUSINESS Continued...
 - 6. Discussion/Action: Approval of Employee Pay Policy. City Manager Whitehead
- F. ORDINANCES/RESOLUTIONS/ZONING
 - 1. Discussion/Action: Resolution No. 21 26/27 Participation in Capital Outlay Program Administered by New Mexico Department of Transportation. Assistant City Manager Alvarez
 - 2. Discussion/Action: Resolution No. 22 26/27 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation Municipal Arterial Project Funds and Execute Grant Agreement Award. Brenden Anglin, Streets Supervisor
- G. EXECUTIVE SESSION:
 - 1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Review) pursuant to 10-15-1(H.8).
- H. RETURN TO REGULAR SESSION; ACTION (if any)
 - 1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Review) pursuant to 10-15-1(H.8).
- 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 14, 2026 AT 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item #: D.1

SUBJECT: City Commission Regular Minutes, September 9, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: September 18, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-23-26

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, SEPTEMBER 9, 2026**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer
Luis Tavizon, Chief of Police
Bo Easley, Public Works Director
Andy Alvarez, Sanitation Department
Wes Myers, Sanitation Supervisor
Jamie Forman, Water/Wastewater Manager
Brendan Anglin, Streets Supervisor

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

2. SILENT MEDITATION:

Mayor Hechler: For silent meditation this morning, we honor the victims, survivors, and first responders from the September 11th terrorism attacks. This Friday marks the 25th anniversary of that fateful day. We remember the innocent lives lost in New York City, Arlington, and Shanksville, and we express our enduring gratitude to the brave men and women who risked everything to save us.

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PRESENTATIONS:

1. Presentation of new Sanitation Department Freightliner.

Andy Alvarez, Sanitation Department: As you noticed, outside, there's a brand-new freightliner SD dumpster truck. It is very well-needed. I want to say thank you Mayor, Commissioners, City Manager, and the public, for helping us get that piece of equipment that is really needed. Thank you and I'll stand for any questions.

Mayor Hechler recessed the meeting so they could view the new Sanitation Freightliner.

Mayor Hechler: We just saw a wonderful piece of equipment for our Sanitation Department, hopefully it lasts a long time, and it looks like it's a good machine. I'm glad that we sent it back and made some minor upgrades to fix everything. It's ready to rock and roll, and we're excited to put it to use for our community.

2. Divers for Life 27-Meter Dedication Dive – Sam Hernandez.

City Manager Whitehead: I'd like to introduce you to Sam Hernandez, he has decided to take on an important trek, a project that's potentially going to take him back to something he used to do in his youth, and show that there are opportunities if you keep working. He'd like to present, he is a high diver, and I will let him tell his story. He just wants to make a presentation and make the community aware of this mission he's on.

Sam Hernandez: First of all, I want to thank all of you for having me here. My name is Sam Hernandez, I am most noted for being the only American to ever win the prestigious Acapulco cliff diving championships twice, as featured on ABC's Wide World of Sports. It was quite exciting for me. I'm a poor kid, born in East Los Angeles< California, to a single mom. Out of that, she got a world champion high diver, and she also got a California highway patrolman. So I've been very proud of that. I am here because I was actually retired, and Destiny is the swim coach, and I heard some disturbing news that she may not want to do it next year, but she is a heartbeat of this town. I came here and didn't want anything to do with swimming or diving, maybe get in the pool and swim a couple of laps. Not Destiny, she needed help with the kids, and of course that's my soft spot. We have the greatest kids, we have a 9-year-old national champion, I'm sure she can tell you all about it if she hasn't already. I'm 82 years old,

and I got invited to challenge a 27-meter, which is 88.5 feet, platform at the International Swimming Hall of Fame in Fort Lauderdale, Florida. That's quite an honor for me, but I'm sitting here retired, and got excited about it because of our team and our kids, I got sucked back into it all of a sudden. I accepted to go down there and train for a week and challenge the 27 meters, which is approximately a 9-story building, and do a dive. I'm fortunate because I also am a 2-time world record holder at 156 and 158 feet. So I've been up there. Like I tell them, I've been down the shoot, I've been interviewed by the voice to the opening of ABC's Wide World of Sports, Jim McKay, in 1977 when I won my championship. That was quite an honor for me. Anyways, the real purpose of this – I was talking to Mr. Whitehead, and as most athletes, I needed a little financial support, and I was hoping that the city would be willing to do something. I have a mockup of a t-shirt that I'm having made, and as far as I'm concerned, the only thing that's missing is the logo for Truth or Consequences, which obviously I can't use without your permission. But I am flying to Truth or Consequences because I am writing a book, and that's why I was here, I've been here for 3 years. It also inspired me, when I was writing the book, I said to myself, "Wait a minute, you're an athlete, you're 82 years old, sitting here in Truth or Consequences." And that resonated in my mind because just the name of Truth or Consequences has so many things involved with it. My idea was to do the dive, get the publicity, because already it's started, and I'm not ready. I've got 68 days to go before my dive, and I need to get trained a little bit better, I have to go to NMSU, and we all know how long a trip that is, but I have to do that three times a week in order to be prepared to do this. Again, NMSU, I have a meeting with them because they're interested in getting some publicity out of it. I am a senior there, on hiatus, because when I turned 79 years old, I said, "You don't get your book written, you're never going to do it." but when I started writing the book, I wasn't happy with the ending, and that's what I told the coaches, I said, "No, no, no, no." I still have a dive or two left, and I am a film major, and one of my goals is to do this in order to do two things: one is to push a brand new pool into this area, and I have plans for it, they're pretty grandiose, people are saying, "Well who's going to pay for it?" well let's face it, we have – the state of New Mexico, the government, the United States of America, and I can write proposals in order to get this thing funded. That is one of the moving factors, because we need to give our youth the ability to train, to work out, and if I can use my notoriety and get back on the horse, and you know I was ABC's darling from 1974 when I first got on the cliffs of Acapulco, until 1980, so they're very interested. Again, in my mind, I look at the name Truth or Consequences, and I said, "You know what, it takes 2.5 seconds to go 90 feet to the water." so the title of my book is going to be Truth or Consequences in 2.5 seconds. If this doesn't put any charm into our community, nothing will. I'm sure that if Mr. Edwards, Ralph Edwards, were here – I can only marvel at what his pitch might have been to the people living here in 1950. But as you well know, you're on the map and I'm here to say, if you can support me in any way, shape, or form – I'm also a filmmaker, and also the fact that – there are so many things that are running through my head right now, you'll have to forgive me, but again, if I can use my notoriety, use the support, showcase it, and because I am a film major, eventually I would like to drive from Truth or Consequences to Acapulco, Mexico, and do a documentary, and I think this is just the bottom line of why I'm here. I brought a few things I will leave with Manager Whithead, including my resume. I have a company called Divers for Life, and if

you need a consultant, I can certainly get this pool together for you, from the ground up. Water drainage systems, and the idea I have for the tank, that's what I call the pool, is to set it into a steel tank, basically. Because our weather here is terrible, the UV lighting is the worst in the nation, so if we cover this pool with a tank, then we can ground that tank, and we can make it safe to swim and dive year-round. Also, by having a large structure, you have a lot of room left over, so you can make it into a stadium. I took the liberty of giving Destiny a mockup that I have designed, so being the diver that I am, because that stainless steel tank high enough, you can also put the only indoor 27-meter platform in the world. That's what that can do, and I'm sure that if you can't get any publicity out of that – Anyway, I do want to thank you very much, and I hope you look this over. Really, in my heart, I hope I can help the City of Truth or Consequences and the kids, that's what it's all about. I look at some of these kids, and again, I'm from a single mom, and I became a world champion, and somewhere here, you have potential Olympians, and not just this sport but every other sport, thank you very much.

Mayor Hechler: Do you have a GoFundMe account set up?

Sam Hernandez: No, I don't have a GoFundMe account, and I'll tell you the truth, I've been independent all my life and one of the pet peeves for me, when I watch the Acapulco cliff divers, is that they charge you to see the dive, then after the dive, they put their hands out and they say, "Did you like the dive?" and they're looking for a tip. I'm an artist, I'm there because I was the top elite diver from 1974 to 1980, and to me, being born and raised in these Los Angeles, and having to wait for the welfare check on the 1st and the 15th in order to survive, kind of sticks in my throat a little bit. That's why, as you noticed, Doug Whitehead helped me out with a vehicle, and he's supporting me. AA Auto Service made a small donation, but it's greatly appreciated. It's going to cost me roughly around \$7,000 or \$8,000. But think again, when I go back, I'm going to see people like Red Bull and other sponsors, and they will be more than interested, I'm sure. So that would alleviate the problem. But I feel that if I have a GoFundMe, it looks like I'm begging for it, and it goes against my grain. I tell people that yes, I grew up poor, yes I grew up in East Los Angeles, but as an American, and I am 50% Native American, as an American, I figure, it can be done. I've done it before and it can be done.

Mayor Hechler: Thank you for that answer.

City Manager Whitehead: Obviously, the city is not in a position to support or fund any of the project. Probably at the next meeting, I will bring forward a request for permission to use the city's logo, to be worn. I think that's the right thing for our citizens to have access, and that's very probable. The last part was just to give Sam a platform to get his message out and tell the community and the public what he's doing, at 82 years old, to be jumping 90 feet is a pretty big feat, I certainly wish him well, and I want the community to get behind him and support his efforts. Thank you for the opportunity to present for him.

Mayor Hechler: And maybe we can strategize a little bit about that.

D. PUBLIC COMMENT (3 Minute Rule Applies):

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

- I emailed you all yesterday afternoon with the updated MainStreet at a glance document with everything that we're working on, so please refer to that if you have questions about anything, and let me know.
- Some of the bigger things going on; Levitt AMP Truth or Consequences Music Series that kicks off tomorrow. That will take place Thursdays for the next 7 weeks straight at Ralph Edwards Park, 6pm-9pm. I gave you all a schedule, and I brought extra fliers, so if anyone wants to grab any more, please help spread the word. We really hope lots of folks from the community come out and enjoy these free, family-friendly concerts.
- We also have a ribbon cutting for the Foch Street project this coming Saturday. I would love if any of the Commissioners that are around could attend, it's at 5:30pm at Lee Belle Johnson, just before Art Hop kicks off. We wanted to do it at 5:30pm so that the businesses downtown that will take part in Art Hop can still be there, and then get back to their space. If any of the Commissioners would like to give brief comments on behalf of the city, that would also be very much appreciated.
- Other things coming up: MainStreet is hosting our deck of cards sneak peek party on Friday, September 18th. This was a project that started even before I was with MainStreet, we had local artists select at random a card from a deck of cards, create a piece of artwork for that particular card, and it's now been made into a new deck, and it's the third time MainStreet has done this project, so it will be the third unique local deck of cards. On the 18th, we're having a sneak peek party, we will reveal the artwork and the cards, you can purchase the card decks there, we'll also have a silent auction to purchase the original artwork. There are a lot of really cool pieces in it, all done by locals. This will take place at Rio Bravo Fine Art Gallery from 6:30pm-9pm.
- Then we just have all of our other Fall projects coming up including Halloween, Small Business Saturday, Old Fashioned Christmas, and we're also helping support Oktoberfest. Lots of good things are happening in T or C this Fall. You guys all know how to get in touch with me if you ever have any questions about what we have going on. Thank you.

Francis Clark addressed the Commission with comments related to:

- I went to Ruidoso, I like to call it Ruio-disco, but I'm not going to change it's name. They have three of the finest disc golf courses anywhere in the state, probably anywhere in the Midwest. They have cement tee pads, beautiful signage, and I hear the city is going to spend money on pavers, and pavers with rain aren't really level, they don't really keep up. The sidewalk that you walk on is from 1940. We would like cement tee pads that will hold up for 100 years, instead of pavers that are going to be wishy-washy. We would like to start with 3 or 4 of them. Steve Buckley and I are willing to commit financially to the building of them on the lava, which is not where the tools go over. They're going to be quality-

brushed, and we just want the best for what the golf course could be, and we really love the 27-hole layout, I know there's talk about it, but when you play it, you're exhausted, you feel like you've played ultimate frisbee. So if you're going to spend money, let's spend it on quality instead of quantity. Let's spend it on things that are going to last, things that will be level, and we're willing to help out financially, and probably physically, with the building of them. People use cement all the time, at home... I mean, why can't we do the best? If Ruidoso can do it, why can't we do it? That's all I have to say, I really appreciate your time.

E. REPORTS:

City Manager Whitehead reported the following:

- Welcome to September, everyone. We're going to keep things quick today, my report will be pretty simple. What I really want to talk about is the situation we went through last week, kind of talk a little bit about the water, and kind of bring this full-circle.
- Last Monday, I was made aware that our upper tanks were at about 5 feet. Some people might be confused on that, but that's how we measure the water in the tank, by the outside, you look at the gauge, that red dot that's on the gauge moves up and down. Each tank is a little bit different, it's based on the height, and then you can calculate that to determine the number of gallons. We were made aware that we were at about 5 feet of water in the upper tank zone, the team had kind of said, "Let's go ahead and maybe put out some water restrictions in the morning." And then we had set a meeting for the afternoon to figure out what the resolution was for that issue. In the midst of that, we ended up with a water leak. Unfortunately, the contractors doing the work to put new ones had hit a line that was not marked correctly, it was just in the wrong spot, and it was unfortunate. I made the decision to shut down the tank at the Northern part of town so that we could maintain the water level that we had. We were struggling to get the water off in that zone. What I would like to say to everyone listening was that it was a good learning curve. For myself, I was really unsure of what the situation would be. Everybody was notified, we contacted all emergency management personnel, the Fire Chief, to let them know that potentially we would have a water restriction, and we certainly didn't understand how far that would reach. I started calling different areas of town to find out that water, in fact, was available throughout the town, it had really just been turned off in the Northern part of town. Part of the problem led to – we did have a well that went out, we're not sure what day that went out, whether it was Friday, Saturday, or Sunday, but the well certainly was inoperative. What I want to comment on the well, I really want to thank David Mauldin from Mauldin Drilling, they pulled off another commercial job to come to town, recognizing that we needed that support. They worked diligently, once we met with Mr. Mauldin to understand what the well situation was, we were able to quickly determine where replacement parts were, we dispatched crews immediately to go get those parts while Mr. Mauldin continued doing his well work, so he didn't have to pull staff off. While we assessed that, the contractor quickly repaired the water line, it was

repaired in about an hour. About 4:30, so we shut the tank off about 1:30, and by 4:00 we were turning the tank back on. The only concern that I think I knew, and I'll take the responsibility, was not knowing how much pressure we would have on the Northern part of town with the tanks being at a low level. What we learned is that the pressure from Morgan and the ability to pump water from Morgan to the upper tanks solved the problem almost immediately, it immediately backfilled, so by 5:00 that evening, we had pressure throughout the system, and by 7:00 that evening, we had 70 pounds of pressure at the lower end of our fire hydrants, 50 and we were consistent. Today, I'll tell you that I had our Public Works Director, Bo, go out and check, we've been monitoring it all last week, we did pull the contractors off just while we were filling those tanks and getting them back to what we would call "safe levels". This morning in the upper zone, we have 22.5 feet, and at Morgan Street, we have 35 feet. We're moving about 1,400 gallons per minute from the well field, and right now we have everything working automatically, so the system is back in full control, fully automatic, we're able to manage that, and get those items taken care of. I do really want to applaud the team. Everybody responded really well. The crew did a great job, and again, I wanted to thank Mr. Mauldin for his efforts, he stayed 18 hours from the time we identified the problem until we had well #6 back online and pumping water. 18 hours. I think that's really remarkable. I think we learned a little bit about our system and how it functions. In the future, we probably won't make as wide a concern to the public, but again, I was unsure of what that was and I wanted to be prepared. I want to thank the county, emergency management was prepared, I want to thank Carrie, we were trying to put out information, and we'll go back and assess to make sure that in the future, we're a little clearer on the direction that we give so that we don't create – because it did seem that we created some concern in the public sector, when in fact, where we were working, we felt like we were really in control of the situation. So we'll assess that to make sure in the future that we get that a little bit more in control. With that, I really want to stand for any questions on that particular event, if anybody had any questions.

Commissioner Hoepfner: I want to use this time to say thank you to the team, Bo, and the City Manager for handling this situation professionally. I would have liked to see that any updates to the situation were published as soon as we received them. I got a lot of phone calls asking what was happening and if they still had to boil water after three days. Maybe in the future we can give a follow-up as quickly as possible. I did see a decrease in tourism this weekend, because word got around online that we had no water, and that publicity affects things long after the situation may be resolved. So we have to be counteractive and say, "No, the water is safe to drink and we are up and going again." with the same speed as the other alerts. I'd like us to put effort into that. It is absolutely impressive what you guys all pulled off with the team in that timeframe, especially in New Mexico where the distances we need to travel to get parts are large. I have a lot of respect for that. Thank you also to the Mayor for his updates informing us of the situation, so that I was informed when people called, and then I could reassure them that yes, everything will be fine, the team is working on it, and they're resolving it as quick as possible. That really showed good leadership, and it shows that when

something is happening, the city and the staff is ready to tackle any situation. Thank you very much.

Mayor Pro-Tem Mitchell: I want to make a point to Ingo. I actually had a meeting with Carrie, the PIO, last week and I will talk about that in my report, but one of the things is that she's been really active on our city website. Even if you go to our city website right now – immediately, as soon as it was announced, I think Wednesday or Tuesday morning, where you don't have to boil water, that was up on the very first evening, on the city webpage, it's right there, and it says, "No longer need to boil water." so I think a lot of people are kind of lack in their ability to gather information and rely on Facebook and newsfeeds and stuff, but the city website is very well-maintained and updated daily, hourly sometimes. That information was out very quickly and so in the future you can always direct them to our website where we know that Carrie is putting out the information.

Mayor Hechler: Mr. Whitehead, tell us a little bit about the boiled water mandate that came, and how it came about. For me, a boiling water mandate from the Environment Department was almost like a normal reaction, whether we were compromised or not, they're going to come out with an abundance of caution and tell us to go ahead and boil your water. I don't think our system was ever in jeopardy, but we always have to act in accordance with what the Environment Department tells us to do.

City Manager Whitehead: Thank you for the question. I was certainly surprised when I received an email late in the evening that they were recommending that. It's tough, because no matter what you say, it's going to be a boil water notice. Their notice was a recommendation that if you went without water for a period of time, that if you wanted you should boil your water. It was a recommendation. But again, I was concerned because the memo came and said, "We saw on Facebook that you had a total system water outage, and based on that, you should do this." So I immediately responded back to the Environment Department to clarify the point. They never called me, never reached out to me, never wanted an explanation. So I was certainly very disappointed to end up in a total system outage when we never were without water. As a matter of fact, the contractor repaired the leak, just like we do many times, with water still flowing. All we need to do is get the pressure down enough that the clamp will go around the break, so the system was never really without water. Again, for sure, we did turn the tank off at the top of the hill, and that would have caused water to eventually stop flowing, but our system is looped, we have multiple points that connect, and it moves water. So that was the concern on our part, and we want to be compliant, it's certainly not an issue, but we've had so many water leaks over the last five or six years, and the Environment Department has not come down and said, "You should have a boil water notice all the time based on the conditions that you guys are going through." so the citizens would know that if we have an outage and they're concerned, they should boil their water. Versus, this did happen, and that's the requirement. Those are two totally separate things. I hope to spend some time with the Environment Department and make sure I understand what their obligations are to the citizens, to us, and make sure that we can deal with it. But certainly, I never spoke to anyone from the Environment Department

until Tuesday to get clarity, and to explain our position, that we didn't. And their recommendation was, "Well that makes sense, but why don't you go ahead, and just on the side of caution, post that." So we did. We immediately sent out water tests; for every line, we sent out four tests, and it takes 24 hours until we see the results of that test. I was immediately back on the phone with our water team, making sure – about 11:30 on Wednesday, we received the negative reports, so we were able to do that. Again, one of those items that we just kind of learned through this process. We'll work with the Environment Department to make sure we're getting that information out, but again, back to Commissioner Hoeppner's point, we want to make sure that the city website is the spot for information. We are going through a change, Carrie, our PIO, has changed platforms. Very impressive so far, it does put the information a little better than the last website, before it would just kind of put up a little box in the corner. Now we were able to put a header and you're able to link off of that header so people can click on that and go get information. So again, we'll try to do a better job and make sure we're directing people to the website as the official information site for the city.

Mayor Hechler: Thank you for that explanation. Compliments to those folks post-event. I think once we identified the problem and needed to deal with it, it was dealt with expediently. We had multiple things going on at the same time; you were sending people to El Paso, you had people on-site, you had a well digger there. With everything going, I think you guys handled that problem heroically, I think it was a great job getting the water system right back on board. The events leading up to the outage, I think need to have some discussion.

City Manager Whitehead: Correct.

Mayor Hechler: Ironically, the week before, I gave a report on that, and I'm hoping that there's redundancy built into checking every day, I think that's important, not only relying on SCADA, but also physically checking those tanks every day. I think that's important and that will give us the information we need so we can make those decisions more expediently if we need to. I hope I've got that right, if I don't, please let me know.

City Manager Whitehead: No, that's correct. Obviously, we have SCADA, an electronic system that measures it. One of the issues, besides the well going out, is recognizing that we were getting some false readings on the weekend that gave the crew the idea that we were okay. I think we didn't really get that assessed until Sunday, to now that we were in a little bit of a problem. And we will, I think Bo, through Public Works and the Water Department, has instituted some double checks and some items like that, so that we can pay better attention to that. The system is back to normal, and we should be able to monitor that. I also want to thank the crew, the public doesn't know this, but we did keep a crew on 24 hours from Monday night all the way to Friday, so that we could make sure the pumps were transferring water in the right ways, that it wasn't automatic, we kept it on a manual system as well. We solved the issue, we got it under control, and then we managed it for the four days to make sure we got our levels back safe. I kept the reports going to the Fire Chief just so that he would know, that's a big concern if he pulls up to a structure fire, what does he need to do. And he and I communicated well to

make sure he knew he had backup from other departments, so the team did a great job, everybody supported us well, internally I think we handled it well, and we'll just improve on those items that you've identified, I think those are correct.

a. Department Head Reports.

Wes Meyers, Sanitation Supervisor reported on the following:

- For our update, I'd like to go through some numbers from 2024 – current. This is all tonnage, when it comes to the refuse as well as recycling:
 - In 2024:
 - We sent off 9,869 tons to the Corralitos Landfill
 - We produced 367 tons of recyclables
 - We roughly saves 21 trailers from going to the Corralitos Landfill with the recycling. The average cost per trailer at that time per ton was \$61.14. With those 21 trailers, it was \$22,445 that we also saved.
 - In 2025:
 - The refuse we sent was 9,106 tons
 - We produced 386 tons of recycling
 - The average cost per ton for the refuse was \$66.90, and we saved \$25,843 which is roughly 22 trailers.
 - That is a 762 ton decrease of waste from 2024 to 2025, and a 19 ton increase in recycling.
 - In 2026:
 - Currently, we have 5,857 tons that has been sent to Corralitos Landfill.
 - From January to August, 270 tons in recycling
 - We're spending \$68.53 per ton of refuse being sent to the Corralitos Landfill
 - So far we've saved \$18,561. Roughly, 15.5 trailers.
 - We're seeing an increase in recycling, and a decrease in waste being sent to the Corralitos Landfill, and we're very happy with that.
 - We're projecting about 406 tons of recycling this year, that's going to be 20 more tons than 2025, and we are ecstatic about that. We're projecting 8,785 tons of waste, which would be a 321 ton decrease for 2025, and we're really pleased with those numbers.

Mayor Pro-Tem Mitchell: That's great.

Mayor Hechler: Good report, I have a couple quick questions. Certainly the trend is going the right way with recycling, that needs to go up, and solid waste should go down. One thing that caught my ear while you were speaking is our recycling transport costs with Corralitos, it started out at \$61, then \$66, then \$68. Does it go up every year?

Wes Meyers, Sanitation Supervisor: Yes, sir. Every year, it's a percentage, I believe.

Mayor Hechler: So that's \$7 a ton over three years, that's significant for us. I hope people understand that there's a reason that sometimes we have to increase our fees also, because our costs of operations go up. I just thought I'd call attention to that. Thank you.

Wes Meyers, Sanitation Supervisor: Thank you, I appreciate that.

Bo Easley, Public Works Director reported the following:

- As I have moved into the new position of the Public Works Director, I have been working pretty hard with Jamie, and actually all the departments on all their projects and everything, helping them out as much as I can. As far as me/myself helping them out, I'm still working on the one project for the electric car charging station, is coming along pretty good. We're about 65% complete, we're waiting on the canopy right now. In the meantime, we're waiting on the concrete to cure. Other than that, I'll stand for any questions from you.

Jamie Foreman, Water/Wastewater Supervisor reported on the following:

- For my report today, I wanted to touch base with some of the stuff going on with Water and Wastewater:
 - With Water, statistic-wise, since June 1st, we've completed 127 water leaks, and August being our biggest month where we completed 41, 20 of those being in 1 week. We currently have about 20 water leaks that are active, the crews are working about 5 a day, but as we know, as soon as we fix one, another one picks up.
 - Wastewater: I'm actively working on renewing our discharge permit for the Wastewater plant. We have to renew those every 3 years, this year we have to have it in 120 days before the due date, so it's actually expiring in 2027, but we need to have it in by the end of September.
 - I do have one position open, it's the Field Tester position, that position mainly is going to be testing all of our valves, our hydrants, and then once we know which valves and hydrants are active or need replaced, they will then be able to go in and turn off a series of them, that way we understand what valves do what, essentially, so we know how to more effectively turn off water if it needs to be turned off in an area.
 - For water projects, we have Smithco currently continuing work to install the PRV's. They are actively working on one right now on 6th and Sierra Vista. Police Chief helped us by doing the wide load carry today, to get that over there. They are also finishing up Silver's water line, coming down to 9th, and then starting next week they will be moving over to the East side of Smith and continuing over towards Bosque through the desert. J&H is continuing down Broadway, They have one additional line they need to cap on 9th that wasn't in the drawings, it was not initialed that it needed to be capped, but we met with the engineer about a week and a half ago, and he helped us identify which lines they are going to need to cap to finish off 9th Street. They will then be going down to McAdoo and start potholing McAdoo to identify the utilities in that area, so that way we

can get the McAdoo water line replaced. Then we have WSPI-2 and critical water lines, which are ready to go out to bid here shortly. Within the next couple months, they will be out for bid. We are working internally right now on some better redundancies on getting the rounds done every day. We're having the crews, when they go out, check water tanks, send pictures so that way not only are they verifying it, but I'm also able to verify what they're seeing from anywhere. And then I'm also going out 1-2 times a day and driving those routes to verify what's going on where. I will stand for any questions.

Commissioner Glines: Would you explain to us and the public the process for when a water leak pops up, kind of go over the public's resources or who they notify, and then go through the end step of when it actually gets fixed?

Jamie Foreman, Water/Wastewater Supervisor: When a water leak pops up, if the public is identifying it, we really ask for them to call into our Daupler system, that way we have record of where these are. My administrator goes in every day and looks at which Dauplers have come in, and then assigns them a category of whether they are what we call critical, and if they're critical the guys call in immediately and let us know that we need to fix this one right now, if it's anything below critical, then we assign it a ranking system. If it's on a main road, we try to get to it that week, if it's a service line or a meter leak, that can be pushed out for about two weeks, but as soon as the leak is identified, we then go out, assess it, once it's assessed, we put it up on what we call our leak list, and then after it's been done, the guys go out and fix it. Depending on where it is, they either have to break the asphalt or concrete, we hydrovac it out, which is what we have our vac truck and vac trailer for. Depending on how many times we've been out there, that's when it calls for a line replacement. If we've been out there more than 2 times, we replace that section of line, if it's the first time we've been out there, we put on what they call a single band clamp, and those range anywhere from a 3.4 inch line, up to a 12 inch line. That's when we clamp those. And we try to do as many of that kind of stuff live. If it's too high pressure, and it's going to cause safety issues for the guys, that's when we tend to turn down 1 or 2 valves so that way it lowers the pressure in the line so they can safely get in the hole.

Commissioner Glines: What I would ask is as they're going out for the preliminary inspection after the Daupler notification, if we could get some sort of marking or flag noting that they've already seen that? Then, when I get that phone call, "Do you know of about this, have you seen this?" then I can ask them, "Is there a flag there? Is the marking there?" then I would know it's already updated. Maybe something visual as we go through the city, so that residents would know that you already know about it.

Jamie Foreman, Water/Wastewater Supervisor: They haven't done it in the last few weeks for other reasons, but we do try to mark them as soon as we see them in white paint, but with water, paint tends to wash away, and so do flags. So we do try to keep up to date on locking those in, and whoever went out and seen them put their initials and the date they were out there.

Mayor Hechler: Just a general question; amongst the hundreds of things that you do every day anyway, I have this fear in the back of my mind about fire hydrants, and the Fire Department getting to a house fire and the fire hydrant doesn't work. There's supposed to be a program that we're supposed to check these every year, at least once a year, and flush them and do all that. How's that going? Is it going? What do we need to do? What's the situation?

Jamie Foreman, Water/Wastewater Supervisor: Once we've identified a fire hydrant that's not, we do put a sign on it that it's inoperable. We are trying to get out there as much as possible and flush out fire hydrants. When we turn off water, we flush them, so we know which ones are operable in certain areas. But that is going to be one of the main focuses of this new position for the Field Tester, he or she is supposed to go out there and flush 10-15 fire hydrants per week, and it doesn't take long to flush a hydrant, it take a minute or two. You open it, once you see clean water, you tighten it back down. It doesn't take very long to do those, so we wouldn't lose very much water in that process, but that will be their main focus, to do that maintenance for us, because they need to be maintained. Once they've identified which fire hydrants need to be replaced, then we can start working on getting those replaced as soon as possible.

Mayor Hechler: Have you established a log of that? Do you keep logs and information?

Jamie Foreman, Water/Wastewater Supervisor: We have not established that as of right now. I actually have a meeting with iWorQ, which is what we use to do our maintenance stuff. I have a meeting with them Friday to get that established. It is on my mind.

Mayor Hechler: Okay thank you.

Brenden Anglin, Streets Supervisor reported the following:

- I'll start by going over what we're doing; maintenance completed, and our continued cleaning drainage ditches and everything right now. We're not getting a lot of moisture, but I think we're getting enough so that things grow back quite quickly, and it's hard to keep up. That being said, we're two people short, so we're only running our four-man crew, so handling weeds, potholes, etc. is kind of difficult, we're trying to prioritize which ones need more attention than others. That being said, we try to stay behind Jamie on her water cuts and get those filed in as quickly as possible.
- We interviewed two new possible candidates for our labor position, as we lost one seasonal. They're going through drug and background checks right now, so they should start here soon hopefully.
- On equipment; our equipment is generally good and in operating condition. We only have a backhoe down, and the Service Center is keeping in communication with us and letting us know what's going on. Right now, it's just a hydraulic leak in the boom, and it's quite a pain to take that apart and get it fixed, so it's going to take some time getting that one back on the road. Our new street sweeper, I know that one is kind of a revolving door, we keep talking about it but we haven't

seen it yet. I called Alejandro and he said that the flood down in Texas kind of messed things up, so that's going to take a little while to get it back up here, but he said by the end of this month we will eventually get it.

- Material update; I recently just purchased some new cold mix material and the guys seem to like it a lot. It's all natural and I don't know if any of you guys have ever messed with the cold mix, but it's extremely hard, and this stuff kind of stays malleable and it's quite easy to shovel out of the trailer, so I think we're going to stick with it, it's reasonably priced, it comes out of Texas as well.
- For major projects; we're currently working on Cherry Lane, that is going to come out of our bond, and we're currently peeling up the lower section of the road, getting rid of the asphalt, and we're going to come in and lay a 3-inch overlay over that, because simply putting overlay over the existing was not advisable from other people. We're working on that, it's going to be a slow process, but we're eventually going to get it done. Also, the LGRF map projects; those are moving forward. For 2025 and 2026, we've got those rolling, we took the engineering aspect out of it and that's kind of another one of those revolving doors, we keep talking about it, and it's slowly getting there. I'm learning a lot, trying to get everything going. Traci and Gary have been helping me out with that, so I appreciate that. For 2026 and 2027 map and LGR projects, we're just waiting for the executed agreements to come through, and then we can start moving forward with those. That is my report and I would stand for any questions.

Commissioner Glines: Along the lines of the Marie Street improvements, I would like to see something come up in the future about Kopra itself so we can connect our community and our housing district to the highway through Kopra, as we rebuild Marie Street and those improvements. Some kind of plan for that road to be more accessible to the public so people can actually drive on it without being worried about vehicle damage. It would be nice to connect those to not only the commercial side of town and the housing side of town, but have an alternate route through the city.

Brenden Anglin, Streets Supervisor: Yes, sir. We were actually planning on doing Kopra, but with the other projects that came through and my transition between positions, I don't want to take too much on and end up not giving one project the attention it deserves. So we're going to take our time, redo that, we put some milling son there, but unfortunately, it's fallen apart, we didn't jump on it in time. For Marie Street, we are going to do stuff, I don't have too much knowledge of what's happening with that, as it's part of the Colonias fund, and I can't really speak on that, but those plans are in the works.

Commissioner Glines: I don't mean to single out a single road, I know you have a lot and there are a lot of roads in town that need focus right now.

b. Police Department Update.

Chief Tavizon reported the following:

- I will just recap for August, since it's closed out, the department had:
 - 994 calls for service
 - 151 traffic stops
 - 88 citations issued
 - 11 arrests
 - 25 crashes
 - 52 follow-ups conducted
 - 2 DWI arrests
- For this month, we've placed a requisition in for All Traffic Solutions, they're a Sourcewell company, for a mobile speed trailer. The speed trailer is also a message board as well, so we could also use that device for any kind of event we might have, to get messages out to the motoring public for "caution up ahead" or if we need them to turn in somewhere, or whatever the case may be. This device also receives data. You'll get data, not only traffic volume, but you also get average speed, when the infractions are happening, they'll give you a time frame, and an average on what the speeders are. It'll be nice to have that mobile for any traffic complaints that come in. Through the same company, I'm also working on getting two stationary signs, and plan on working with DOT to see if we can't set those up somewhere on Main Street and Broadway. Broadway, I'd like to put it somewhere close to maybe El Faro, I know we have a traffic sign that's kind of closer to Tractor Supply, that tells you to slow down, but it seems like once they go around that corner, they just seem to take off. If they have a reminder, then I'm getting statistics as well. And we can address that with a directed patrol at the time of day that these are happening. We're also expanding our services, we just did a wide load escort off I-25 for our water project on Morgan Street. They should be offloading that now. We're preparing for the concert series, which starts tomorrow, through October 22nd. So you'll see police presence there for the concert as well, we'll probably set up a booth and try to get some raffle tickets sold for Shop With a Cop, we have a guitar that was donated by David Johnson a little while back, so we'll be working on that, as well as a police presence, possibly on bicycles and whatnot. With that, I'll stand for any questions you may have.

City Manager Whitehead: I want to thank the Chief as well, as you can see; concert series, wide loads for the water projects, it's really nice, the team's working hard and everybody is kind of involved in everything we do. I really appreciate that, we're getting more than just policing. I really enjoy working with Chief Tavizon and I'm appreciative of those efforts today.

2. City Commission Reports.

Commissioner Hoeppner reported the following:

- I would like to say that yes, I know that Carrie is doing an amazing job. My comment was more directed to the big media outlets and not what is done here locally. She is doing amazing, working tirelessly to keep us informed. What we could do here is maybe do more safeguards from our new website to promote it here, and if you have questions look at the website first, and when you don't find the answer, please contact us. Otherwise, it is very good to see that the department heads and the departments are working great together. I'm also getting different phone calls with concerns and when it comes to personnel or departments, I am always deferring them to the City Manager, which is my job as Commissioner, not to try to promise anything or micromanage anything, so I'm not really saying no, that is why we have a City Manager and he's in charge of all that, and they are happy with that answer. Also, before Commission meetings every Monday from 1pm-2pm, at my coffee shop, Ingo's Art Café, I have the door open, when you have comments or ideas, please bring them to me, I am open to listen to it, and take it into consideration. I see a lot of emails popping up like, "I have this great idea, can I have a few minutes of your time?" I want to say to everybody that as a Commissioner, I'm happy to listen but when it is something big that influences not only Sierra County, but other counties as well, that is so big that it deserves to take the time to go to the City Clerk's office and request to be added to the agenda to present their big idea to the public and the Commission at the next meeting, for all of us to hear what your great idea is. Art Hop and the Levitt grant music series are happening, and I encourage everybody to go out. These days, there is not much you can do for free, and enjoying the arts and bringing your family and kids out to enjoy some good music is always amazing, and the same goes for Art Hop. Every gallery is opening up and really want to show the beauty of art, and also with music. I want to encourage everybody to come out and support those efforts that our small businesses are doing. They are taking the time to prepare for it and to put their efforts in to give the public a great experience. On that point, I would also like to promote Oktoberfest October 3rd, that is our first annual Oktoberfest, we are working very hard on it, and I am encouraging everyone to mark your calendars, come out, and support us.

Commissioner Glines reported the following:

- To start, the arts in public places selection process has begun, I'm looking toward a vast gallery of things, and along those lines I did have a thought, to have something behind the dais. As I go through these, these are just staff requests, I'm not trying to add anything to the agenda yet, that will be up to you to add stuff to the agenda as I go through these, Mr. Manager. But my imagination would be something behind the dais, maybe we get the Public Arts Board and have something presented in this room to kind of go alongside the arts in public places idea that we're using for the Police Department itself.

- I attended the 69th annual New Mexico Municipal League conference a few weeks ago. It was really quite amazing, I am proud and thankful to be in this position to be able to attend such an event. Some key notes from it: Christopher Jordan, Data Program Manager for the National League of Cities, and Kate Stoll, the Project Director from the American Association for the Advancement of Science, both gave presentations on data centers. It was a refresher for me, but very much useful and I'd like to ask staff to reach out to an organization to come give a presentation to the Commission for future discussion at a city meeting. This is in parallel to what Commissioner Hoepfner just said, but instead of an actual person presenting for themselves, and not saying don't do that, but this would be along the lines of an actual educational fact from – their recommendation was local colleges, if they're not available, to actually come to the city of Truth or Consequences.
- I attended the leading through disaster workshop, and it was presented by none other than Emergency Manager Eric Queller and Marilyn Crawford of the Village of Ruidoso. Scoring our own disaster preparedness given the resources given at the workshop, the City of T or C is doing well in those aspects. With our own dams flooding, utility upgrades, and standing documents in the city and its departments, as well as the agreements between local authorities and county local government. i.e. our work we did with the Sierra County emergency management with the Police Chief. I would like to invite the Sierra County Emergency Manager to come back and give us an update along the lines of everything we've talked about for emergency preparedness including water, and along the website lines, something where we have that emergency click button, that information, it goes to a document that the city can access and the residents can access on the website itself.
- I attended a workshop, AI in local government, that was presented by Henri Hammond. It covered risk levels of staff, elected officials, for using AI for governmental tasks. My main takeaways from this workshop were the usefulness of using AI in local government, the push for local governments to adopt an AI use policy, and provide training on the dos and don'ts, when to use large language models, vision models, and generative AI models. I'm requesting staff to prepare an AI use policy for the city to present to the Commission in a future meeting for adoption. There was a site preparedness workshop which actually the city utilized, the Local Economic Development Act for Love's recently, so we're doing well in that aspect. It was nice to know, especially the questions from the other governing body members across the state, that we seem to have a pretty good handle on it, thank you, Mr. Manager, it was nice to be in a different category of less questions and know that we're actually working towards that effectively. There are a lot more questions around the state on how to actually utilize something like that.
- This is from my meeting notes I said I would report on today; my current Commissioner report I will utilize staff time with Mr. Manager to work through it, because there is some sensitive information in it that I've decided to maybe utilize on future agenda items where we could go into executive session and for

personnel matters and discussion amongst the body, and then come back out to the public with the decisions the Commission has made. Thank you.

Mayor Pro-Tem Mitchell:

- I just have a short report; I attended the Sustainable T or C meeting, which is the first Thursday of every month at the library. They are still working towards education of the public, getting articles in the paper, trying to increase that tonnage that does not go to a landfill, by recycling and recycling smartly. So that's been one of my passions, saving us money. I think that was a good report that Wes and Andy gave, I'm going to include that in the future article coming out.
- I also was called to an emergency response meeting with Ryan Williams last Thursday at the MainStreet office, I invited Carrie, and we also had with us Pat Swan, Heather Rische, June Jewell, and Becca Eza with MainStreet. We met with Ryan Williams, emergency response for the county, and the CEO of Roadrunner Food Bank was there. Starting a discussion about forming a VOAD, which is like a volunteer organization for disaster relief, and it basically came about because of the water emergency we had last week and trying to come up with a group of responders, volunteers, that can proactively help if we have to setup an emergency shelter, or get emergency food and water, knowing to work with our local food co-ops and food banks. It was just initial discussion, we decided we are going to meet again on October 7th at 4:30pm. We don't know where we're going to meet yet, but we were tasked to invite 5 other people, so I'm tagging most people in this room to come with, I think I already tagged Rolf, just to kind of put this into place. Ryan gave a lot of examples such as Socorro, they had a couple wells go down, and then ended up getting backed into, they had E. coli in those wells and they were under a boil water notice. So how do we, as a community, not just city government, not just city officials or staff, but volunteers, who's working with – if we need blankets, where are we going to setup an emergency shelter if we have to? It was just a really great meeting to get the idea rolling, and starting our own kind of VOAD group here. I just wanted too report out on that and invite people to come. We're prong to do it at the Albert Lyons event center, 4:30pm on Wednesday, October 7th. That concludes my report.

Mayor Hechler had no reports.

3. City Attorney Reports:

City Attorney Rubin reported the following:

- It's interesting, I think I mentioned this previously, as I was going to give an update on pending litigation. But I was talking to Gary and he gave me a really good idea, he said, "Jay, why are you limiting yourself to one topic? Why don't you give the city a broad overview of what you do in a typical month or so?" and I think that's a good idea. It occurs to me that you see me twice a month, but between meetings I'm always working closely with Traci, Gary, Jocelyn sometimes, the Chief sometimes, and it might not be a bad idea for me to say

what we do in between the meetings. A lot of the work that we're doing is usually to get ready for the meetings, or maybe they'll give me work to do after the meeting, so I just grabbed my last month's statement to take a look and see what really goes into it. What really jumped out at me when I was looking at this was contracts, agreements, and MOU's fill up my calendar. I'll just give you a quick rundown, and I wasn't even thinking about this when I was pulling the statement out, but if you look at the month of August, we had the revised MOU with the county regarding utility connections, to get ready for the first meeting in August, we looked at the Bartoo contract, the animal shelter contract, there were various promotional contracts I was trying to assure ourselves we were getting benefits for what we were agreeing to pay, there was a Sourcewell navigation contract, we had the Love's lease which is still in negotiations right now, Traci was very helpful this morning pointing out that there are still a couple things we need to look at so we're still in negotiations there, but I'm confident we're going to bring that to a good conclusion, and then coming out of the last meeting, there was some Planning & Zoning work I was doing, there was a vacation of alley you had voted on. And in between, there has been some litigation, we're making good progress resolving some of these cases, but I just wanted to let you know that I'm really proud, I'm working well with staff and just doing things to protect the city or to get ourselves ready for these meetings, and also just to see what we have to do after. That's kind of an overview of what I've been doing, and that's sort of typical for what goes on. Gary, I know you and I have been working on some things, is there anything in your mind you'd like to mention that I forgot?

City Manager Whitehead: No, I think it was important that the public and the Commission know that basis on many different items and topics, and it's more than just litigation, there are a lot of things that require legal review to make sure we're thinking right. We have general good conversations like our meeting yesterday, we talked about different ideas, as I said in thanking the Chief, a lot of his ideas are more than just law enforcement, and Jay is more than just law, we do talk about a lot of items offline. I am appreciative of that and I did want you to be able to share that.

City Attorney Rubin: And it even goes back to – you know, we have the agenda review meeting a week before, and one thing that helps me out with that is then I can actually go through the agenda, we can talk about the Open Meetings Act and make sure we're all happy with the way the agendas are worded, we have the appropriate documents ready to be put into the packet. There are a lot of things that go into it.

F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, August 12, 2026**
- 2. City Commission Regular Minutes, August 28, 2026**
- 3. August 2026 Accounts Payable**

Mayor Hechler made a motion to approve the Consent Calendar as submitted. All Commissioners were in favor. Motion carried unanimously.

G. NEW BUSINESS:

- 1. Discussion/Action: MOU between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program for the use of the Gardner Learning Center.**

City Clerk Torres: Last year you approved a Memorandum of Understanding between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program for the use of the Gardner Learning Center. The program uses the classroom space to provide GED and HiSET classes. The partnership has benefited the city by supporting students pursuing high school equivalency credentials, helping applicants meet employment qualifications, and creating opportunities to recruit graduating students for potential city employment. The current MOU expired in August 2026 and requested approval is to renew the agreement for an additional year. In addition to the MOU, they will also complete a rental agreement on file with the Clerk's Office so that we have the hours of use on file. They will also provide updates to the schedule to the Clerk's Office.

City Attorney Rubin: That last point is very important. That is in paragraph 2, "There will be a subsequent agreement." Because this agreement is fairly brief, and there will be another agreement that might spell out some more terms such as the class times and that kind of thing.

Mayor Hechler: Do we have any numbers of the success of last year?

Mayor Pro-Tem Mitchell: As far as for city employees, I think only 3.

City Clerk Torres: 3 or 4, yes.

Mayor Hechler: So, it's a very viable program?

City Clerk Torres: It really is, yes. I do recommend approval.

Commissioner Glines made a motion to approve the MOU between the City of Truth or Consequences Public Library and the Geronimo Springs Alternative Pathway Program for the use of the Gardner Learning Center. Commissioner Hoepfner seconded the motion.

Hon. Chaz Glines, Commissioner voted aye

Hon. Rolf Hechler, Mayor voted aye

Hon. Destiny Mitchell, Commissioner abstained from the vote

Hon. Ingo Hoepfner, Commissioner voted aye

Hon. Amanda Forrister, Commissioner voted aye

Motion carried with a 4-0 vote and 1 abstention.

2. Discussion/Action: Approval of Memorandums of Understanding for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico.

City Manager Whitehead: I'm happy to present this on behalf of our Public Services Director, OJ. At the last meeting, you approved a memorandum of understanding between the City and Sierra County. As we're trying to build off the trails off of Rotary Park, it's important that we receive support. The Outdoor Trails grant is looking for how we're partnering with our neighbors and other agencies. The vision here is to build kind of a walking trail, and be able to support those. Within the packet, we have broken down each of those memorandums into the four categories that you see in front of you. We have a memorandum with the Chamber of Commerce, one with MainStreet, one with the Turtleback Trails Network, and one with Jornada RC&D. All of them are government-to-government agencies. Our recommendation is that we approve and accept the memorandum of understanding. These will go into the Trails Plus grant application for this year, as we're looking to build a river walk on the Ralph Edwards Park side, and then doing our study both for a potential river dam, and then Rotary Park's final master plan. That would be the presentation on the four.

City Clerk Torres: I would ask that you please vote on each item individually.

City Attorney Rubin: What I like about this is it spells out that the City is the lead organization, so we're kind of carrying the ball.

Mayor Pro-Tem Mitchell: I just want to make a comment that I probably will be abstaining from at least three of the items, not because I get any financial compensation, but I do serve on some of those boards, and I don't want it to be perceived conflict of interest.

Mayor Hechler: And there's no significant differences between any of these? As far as I can tell, they're all the same except for the name.

City Manager Whitehead: Correct.

Commissioner Forrister: So this MOU, is it just coming into place so that we can apply for funding? It's not saying that we are doing any of these trails at the moment, it's just working together to apply for funding?

City Clerk Torres: Correct.

Commissioner Forrister: Okay thank you.

a. Chamber of Commerce:

Commissioner Glines made a motion to approve the MOU with the Chamber of Commerce for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer.

**Hon. Destiny Mitchell, Commissioner abstained
Hon. Rolf Hechler, Mayor voted aye
Hon. Ingo Hoepfner, Commissioner voted aye
Hon. Chaz Glines, Commissioner voted aye
Hon. Amanda Forrester, Commissioner voted aye**

Motion carried with a 4-0 vote and 1 abstention.

b. MainStreet

Commissioner Glines made a motion to approve the MOU with MainStreet for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

c. Turtleback Trails Network

Mayor Pro-Tem Mitchell made a motion to approve the MOU with the Turtleback Trails Network for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

d. Jornada RC&D

Commissioner Hoepfner made a motion to approve the MOU with Jornada RC&D for the successful completion of a Riverwalk Trail along the Rio Grande, located in Ralph Edwards Park in Truth or Consequences, New Mexico. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer.

**Hon. Rolf Hechler, Mayor voted aye
Hon. Destiny Mitchell, Commissioner abstained
Hon. Ingo Hoepfner, Commissioner voted aye**

Hon. Chaz Glines, Commissioner voted aye
Hon. Amanda Forrister, Commissioner voted aye

Motion carried with a 4-0 vote and 1 abstention.

H. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Approval of Resolution No. 19 26/27 Authorizing NMFA Water Project Fund Loan/Grant Agreement WPF-6947 for Wastewater System Improvements.**

Assistant City Manager Alvarez: This is just the final step in the water project fund to get through the grant agreement so we can proceed with using the funding. The Commission approved the intent to apply by resolution, as well as approved a resolution to accept their award. We were awarded \$2,522,765 through the Water Trust Board for wastewater treatment plant improvements. It is a grant of \$2,270,488 with a loan component of \$252,277 and a cash match of \$252,276. With this, I am requesting to approve the resolution and authorize the execution of all the loan and grant agreements so we can continue to move forward.

Mayor Hechler: Just for the record, would you mind explaining how we're going to deal with the loan and the cash match?

Assistant City Manager Alvarez: I don't think we've totally identified if we're using the bond funds.

City Manager Whitehead: We are. Good question. We have bond 4, which you know is in process to be closed. We're identified that the \$256,000 for match will come from bond 4, we did not have a project allocated. Now the loan will be on the books in the Wastewater Department, we're fairly healthy on that side if you look at the studies we've given you. So we'll be able to support the loan as well.

Mayor Hechler: Thank you.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 19 26/27 Authorizing NMFA Water Project Fund Loan/Grant Agreement WPF-6947 for Wastewater System Improvements. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 20 26/27 for use of canopy tents by governmental agencies and organizations approved by Lodgers Tax Advisory Board.

City Clerk Torres: Last year the city approved a resolution authorizing the rental of canopy tents purchased by the Fiesta Board with Lodgers Tax funds. This would allow governmental entities and organizations that receive Lodgers Tax funding that are approved by the Lodgers Tax Advisory Board to use the canopy tents for special events. We are bringing this back to you today because we would like to amend a few things on the resolution. The first proposed change is to remove the specific listing of canopy tents from the resolution, so the resolution does not need to be brought back each time a tent is replaced. The second proposed change is to remove the \$1,200 replacement fee. There will be no charge to use the tents; however, if a tent is damaged, the agency or organization using the tent will be responsible for the actual cost to replace it. We would also like to request a change to the proposed resolution when you make your motion. The section on the second to the last paragraph that says "Now, therefore, be it resolved by the City of Truth or Consequences Governing Body that the fees and regulations, are hereby enacted. The portion that says "fees" needs to be removed.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 20 26/27 for use of canopy tents by governmental agencies and organizations approved by Lodgers Tax Advisory Board, with the changes mentioned by City Clerk Torres. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 10:49 a.m.

Passed and Approved this 23rd day of September, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item #: D.2

SUBJECT: Acknowledge Purchase Report of items under \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: September 16, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

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

Recommendation:

Items purchase requisitions between \$20,000 and \$59,999.99 thousand were City Manager reviewed and approved prior to issuing a purchase order.

Attachments:

- Listing of Purchase Requisition \$20,000 - \$60,000
 - o 3 in packet

Fiscal Impact (Finance): Yes

- Yes, see attached:

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [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 9-23-26

**PURCHASE ORDER FROM JULY 16, 2026-PRESENT-MANAGER APPROVED: \$20,000
THROUGH \$59,999.00. MANAGER APPROVED COMMISSION REPORT:**

Number	Vendor Numbe	Ship To	▽	Status	Total	Issue Date	Vendor Name	Vendor DBA Name	✓	Description
A	A	A		A	=	=	A	A	✖ A	
84054	1734	WWTP		Completed	32,458.00	9/4/2026	MAULDIN DRILLING LLC			TIME SENSITIVE WELL6 REPAIRS
83988	8822	STREET DEPT		Outstanding	24,113.44	8/21/2026	SUPERIOR WEED AND PEST CONT			ROUNDABOUT MAINTANCE AND STREET DEPARTMENT YARD
83996	7719	FIRE DEPT		Partially Rec	21,692.00	8/21/2026	MUNICIPAL EMERGENCY SERVICE			BUNKER GEAR/PPE

Reviewed by City CPO On: 9/16/2026

Accepted:

YES:

NO:

Additional Comments:

Mayor Rolf Hechler

City Clerk Attest

***See Attached PO's**

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 84054**Date:** 09/04/2026**Requisition #:** 97023**Vendor #:** 1734**ISSUED TO:** MAULDIN DRILLING LLC
P.O. BOX 131
WILLIAMSBURG, NM 87942**SHIP TO:** WATER AND WASTEWATER
1595 Animal Shelter Rd.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		PULL PUMP	504-3803-47421		0.00	4,800.00
2	0		GRUNDFOS PUMP END	504-3803-47421		0.00	8,450.00
3	0		60 HP 460 VOLT 3-PHASE MOTOR	504-3803-47421		0.00	8,200.00
4	0		240FT 4/3 W GROUND SUB WIRE	504-3803-47421		0.00	5,300.00
5	0		SPLICE KIT & BREAK OFF PLUG	504-3803-47421		0.00	104.00
WATER							
6	0		INSTALLATION OF EQUIPMENT	504-3803-47421		0.00	4,800.00
7	0		TAX	504-3803-47421		0.00	804.00

SUBTOTAL:	32,458.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	32,458.00

Chief Purchasing Office

Date:

9/4/2026

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 97023

Date: 08/31/2026

Vendor #: 1734

ISSUED TO: MAULDIN DRILLING LLC
P.O. BOX 131
WILLIAMSBURG, NM 87942

SHIP TO: WATER AND WASTEWATER
1595 Animal Shelter Rd.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 PULL PUMP		0.00 504-3803-47421	4,800.00
2	0 GRUNDFOS PUMP END		0.00 504-3803-47421	8,450.00
3	0 60 HP 460 VOLT 3-PHASE MOTOR		0.00 504-3803-47421	8,200.00
4	0 240FT 4/3 W GROUND SUB WIRE		0.00 504-3803-47421	5,300.00
5	0 SPLICE KIT & BREAK OFF PLUG		0.00 504-3803-47421	104.00
6	0 INSTALLATION OF EQUIPMENT		0.00 504-3803-47421	4,800.00
7	0 TAX		0.00 504-3803-47421	804.00

PO Description: TIME SENSITIVE WELL6 REPAIRS

Detailed Description:

TIME SENSITIVE PO
WELL#6 REPAIRS

Authorized By: _____

SUBTOTAL:	32,458.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	32,458.00

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



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

Ingo Hoepfner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

PROCUREMENT MEMO

September 4, 2026

To Whom it May Concern:

I have issued a determination to move forward with this as a small purchase (13-1-125 Small purchases, > Chapter 13 - Public Purchases and Property, **Current New Mexico Statutes Annotated 1978**). This is a time sensitive situation purchase, and the cost falls under the \$60,000 limit; so, one quote will satisfy. As the well #6 required immediate repairs.

Regards,

Carlos Miyagishima
Chief Procurement Officer

Mauldin Drilling, LLC

Estimate

P.O. Box 131
Williamsburg, NM 87942

Date	Estimate #
8/31/2026	670

Name / Address
City of Truth or Consequences 505 Sims St. Truth or Consequences, NM 87901

			Project
Description	Qty	Rate	Total
Well # 6			
Pull pump		4,800.00	4,800.00T
475S600-7-6" Grundfos pump end		8,450.00	8,450.00
60 HP 460 volt 3 phase motor		8,200.00	8,200.00
240 ft. - 4/3W ground Sub Wire	1	5,300.00	5,300.00
Splice Kit & break off plug for check valve		104.00	104.00
Installation of equipment		4,800.00	4,800.00T
		Subtotal	\$31,654.00
		Sales Tax (8.375%)	\$804.00
		Total	\$32,458.00

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 83988**Date:** 08/21/2026**Requisition #:** 96948**Vendor #:** 8822**ISSUED TO:** SUPERIOR WEED AND PEST CONTROL LLC
PO BOX 1370
ELEPHANT BUTTE, NM 87935-0097**SHIP TO:** STREET
211 South Ash Street
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		ROUNABOUT MAINTANCE (FY 26/27)	216-4503-43550		0.00	14,400.00
FY 27-2027. This is for monthly maintenance of roundabouts. This service will include Trees & ornamental fertilizing, trimming, and irrigation monitoring. The irrigation control will be monitored when needed as well as any minor replacement components/repairs.							
2	0		WEED CONTROL TREATMENTS (FY26/27)	216-4503-43550		0.00	6,500.00
treatment/spray of weeds areas to be treated will be roundabouts, Streets Department Yard, and ditch banks.. There will be treatments throughout the fiscal 26/27 year. This will also include any spot treatment if necessary.							
3	0		CITY STREETS YARD	216-4503-43550		0.00	150.00
4	0		SMALL MISC. SPOT TREATMENTS	216-4503-43550		0.00	1,200.00
5	0		TAX (LABOR)	216-4503-43550		0.00	1,863.44
ROUNABOUT MAINTANCE: \$1,206 WEED CONTROL TREATMENTS: \$657.44 STREET							

SUBTOTAL:	24,113.44
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,113.44

Chief Purchasing Office *let to -*Date: 8/21/2026Director of Finance: Requisition approved electronically.City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 96948

Date: 08/17/2026

Vendor #: 8822

ISSUED TO: SUPERIOR WEED AND PEST CONTROL LLC
PO BOX 1370
ELEPHANT BUTTE, NM 87935-0097

SHIP TO: STREET
211 South Ash Street
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ROUNDABOUT MAINTANCE (FY 26/27)		0.00 216-4503-43550	14,400.00
2	0 WEED CONTROL TREATMENTS (FY26/27)		0.00 216-4503-43550	6,500.00
3	0 CITY STREETS YARD		0.00 216-4503-43550	150.00
4	0 SMALL MISC. SPOT TREATMENTS		0.00 216-4503-43550	1,200.00
5	0 TAX (LABOR)		0.00 216-4503-43550	1,863.44

PO Description: ROUNDABOUT MAINTANCE AND STREET DEPARTMENT YARD

Detailed Description:

FY 27-2027.

This is for monthly maintenance of roundabouts. This service will include Trees & ornamental fertilizing, trimming, and irrigation monitoring. The irrigation control will be monitored when needed as well as any minor replacement components/repairs.

treatment/spray of weeds areas to be treated will be roundabouts, Streets Department Yard, and ditch banks.. There will be treatments throughout the fiscal 26/27year. This will also include any spot treatment if necessary.

SUBTOTAL:	24,113.44
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,113.44

Authorized By: _____

an estimate

FY 27-2027.

This is for monthly maintenance of roundabouts. This service will include Trees & ornamental fertilizing, trimming, and irrigation monitoring. The irrigation control will be monitored when needed as well as any minor replacement components/repairs.

Show full details

maintenance of roundaboutsFY 2026-2027

Monthly maintenance per month (\$1,200.00 ea.) x 12 Billed quarterly	\$14,400.00
Subtotal	\$14,400.00
TorC Tax	\$1,206.00
Total	\$15,606.00

Accept

ANNUAL BUDGET

This is for the treatment/spray of weeds areas to be treated will be roundabouts, Streets Department Yard, and ditch banks.. There will be treatments throughout the fiscal 26/27year. This will also include any spot treatment if necessary.

Show full details 

Weed Control Treatments FY 26-27

Sept/October treatment <i>Fall Weed control treatment</i>	\$3,250.00
Spring weed control <i>March/April treatment</i>	\$3,250.00
City streets yard.	\$150.00
Small misc properties/spot treatments <i>includes call outs/resprays</i>	\$1,200.00
Subtotal	\$7,850.00
TorC Tax	\$657.44
Total	\$8,507.44

Accept

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
 Truth or Consequences, NM 87901
 PH: (575) 894-6673
 FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 83996**Date:** 08/21/2026**Requisition #:** 96970**Vendor #:** 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
 PO BOX 851792
 MINNEAPOLIS, MN 55485-1792

SHIP TO: FIRE DEPT
 401 McAdoo St.
 Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	3	NMTRUT00009	HFRP TAIL COAT PBI MAX PF ZERO GOLD, GLIDE ICE 2 LAYER THERMAL, CROSSTECH BLACK MOISTURE BARRIER	209-1603-44615		2,635.00	7,905.00
2	3	NMTRUT00010	HFRP TAIL PANT PBI MAX PF ZERO GOLD, GLIDE ICE 2 LAYER THERMAL, CROSSTECH BLACK MOISTURE BARRIER	209-1603-44615		1,845.00	5,535.00
3	1	SPDFSQI-SPP	SUSPENDERS DYNAFIT SNAP QA PAD SIZE SHORT	209-1603-44615		68.00	68.00
4	1		SPP PADDING ADDED TO SUSPENDERS SIZE SHORT	209-1603-44615		7.00	7.00
5	1	BYB280270	CUSTOM BULLARD FRONT 6" LEATHER, "CHIEF"/"TRUTH OR CONSEQUENCES"/FIREFIGHTER SCRAMBLE GOLD INSIGNIA/"ISO CLASS 2"	209-1603-44615		90.00	90.00
6	30	99075	RUBBER HELMET STRAP	209-1603-44615		3.50	105.00
7	25	HD395146=10+U	REDZONE PARTICULATE HOOD, SERIALIZED TAN	209-1603-44615		135.00	3,375.00
8	4	M1x-G-S-64N	M1X FIREFIT GAUNTLET GLOVE BLACK/RED, SIZE SMALL	209-1603-44615		95.00	380.00
9	1	FDXL200-8-Med	FDXL200 RED LEATHER STRUCTURAL FIRE BOOT SIZE 8	209-1603-44615		515.00	515.00
10	1	FDXL200-11-Med	FDXL200 RED LEATHER STRUCTURAL FIRE BOOT SIZE 11	209-1603-44615		515.00	515.00
11	1	3XL200-12.5-Wide	FDXL200 RED LEATHER STRUCTURAL FIRE BOOT SIZE 12.5 WIDE	209-1603-44615		515.00	515.00
12	30	90950	SURVIVOR X ALKALINE FLASHLIGHT INCLUDES BATTERY CARRIER, ORANGE	209-1603-44615		80.00	2,400.00
13	1	LTHEMV-62D	CUSTOM HFRP HONEYWELL HEM PATCH VELCRO, PBI MAX GOLD, FF LAST NAME (1ST INITIAL), AVG 7 LETTERS, 2" LETTER	209-1603-44615		82.00	82.00
14	1	LT3S07-SL	CUSTOM HFRP HONEYWELL SEWN LETTERS 3" SEWN LETTERS, LIME SCOTCHLITE HEM PATCH	209-1603-44615		35.00	35.00
15	0		SHIPPING	209-1603-44615		0.00	165.00
The vendor's quote listed Tax Total as \$0.00 with a disclaimer that tax "will be recalculated at the time of shipment"							
FIRE							

SUBTOTAL:	21,692.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	21,692.00

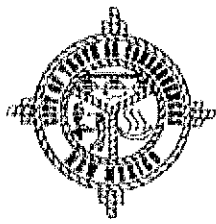
Chief Purchasing Office 

Date: 8/21/2026

Director of Finance: Requisition approved electronically.

City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 96970

Date: 08/20/2026

Vendor #: 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
PO BOX 851792
MINNEAPOLIS, MN 55485-1792

SHIP TO: FIRE DEPT
401 McAdoo St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	3 HFRP TAIL COAT		2,635.00	209-1603-44615	7,905.00
2	3 HFRP TAIL PANT		1,845.00	209-1603-44615	5,535.00
3	1 SUSPENDERS DYNAFIT SNAP QA PAD		68.00	209-1603-44615	68.00
4	1 PADDING ADDED TO SUSPENDERS		7.00	209-1603-44615	7.00
5	1 CUSTOM BULLARD FRONT		90.00	209-1603-44615	90.00
6	30 RUBBER HELMET STRAP		3.50	209-1603-44615	105.00
7	25 REDZONE PARTICULATE HOOD, SERIALIZED		135.00	209-1603-44615	3,375.00
8	4 M1X FIREFIT GAUNTLET GLOVE		95.00	209-1603-44615	380.00
9	1 FDXL200 RED LEATHER STRUCTURAL FIRE BOOT		515.00	209-1603-44615	515.00
10	1 FDXL200 RED LEATHER STRUCTURAL FIRE BOOT		515.00	209-1603-44615	515.00
11	1 FDXL200 RED LEATHER STRUCTURAL FIRE BOOT		515.00	209-1603-44615	515.00
12	30 SURVIVOR X ALKALINE FLASHLIGHT		80.00	209-1603-44615	2,400.00
13	1 CUSTOM HFRP HONEYWELL HEM PATCH		82.00	209-1603-44615	82.00
14	1 CUSTOM HFRP HONEYWELL SEWN LETTERS		35.00	209-1603-44615	35.00
15	0 SHIPPING		0.00	209-1603-44615	165.00

PO Description: BUNKER GEAR/PPE

Detailed Description:

BUNKER GEAR/PPE PER MES QUOTE #QT2092773 - TURNOUT COATS/PANTS, HELMET FRONT & ACCESSORIES, HOODS, GLOVES, STRUCTURAL BOOTS, FLASHLIGHTS & CUSTOM NAME PATCHES
PRICED PER SOURCEWELL CONTRACT#010424

SUBTOTAL:	21,692.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	21,692.00

Authorized By: _____



(877) 637-3473

Quote

Quote # QT2092773
Date 07/16/2026
Expires 09/01/2026
Sales Rep Legendre, Michael
PO # TorC - Bunkers and PPE REV. 2 - 8-26
Shipping Method FedEx Ground
Customer CITY OF TRUTH OR CONSEQUENCES (NM)
Customer # C60016

Bill To

Accounts Payable
 CITY OF TRUTH OR CONSEQUENCES
 505 Sims Street
 Truth or Consequences NM 87901
 United States

Ship To

CITY OF TRUTH OR CONSEQUENCES
 Chief Paul Tooley
 297 West Third Ave.
 Truth or Consequences NM 87901
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	NMTRUT00009		NMTRUT00009 HFRP Tail Coat OUTER SHELL: PBI Max PF Zero Gold. THERMAL LINER: Glide Ice 2 Layer. MOISTURE BARRIER: Crosstech Black.	3	\$2,635.00	\$7,905.00
HFRP Tail Pant	NMTRUT00010		NMTRUT00010 HFRP Tail Pant OUTER SHELL: PBI Max PF Zero Gold. THERMAL LINER: Glide Ice 2 Layer. MOISTURE BARRIER: Crosstech Black.	3	\$1,845.00	\$5,535.00
SPDFSQI-SPP			SUSPENDERS DYNAFIT SNAP QA PAD SIZE: SHORT	1	\$68.00	\$68.00
SPP			Padding Added to Suspenders SIZE: SHORT	1	\$7.00	\$7.00
BULLARD FRONT	BYB280270		BYB280270 Custom Bullard Front-**Please attach your BYB form** Custom, 6" leather front. Top line: CHIEF Second line: TRUTH OR CONSEQUENCES Middle: Firefighter Scramble, Gold insignia Bottom line: ISO CLASS 2.	1	\$90.00	\$90.00
99075			Rubber Helmet Strap	30	\$3.50	\$105.00
HD395146=10+U			Redzone Particulate Hood serialized - Tan	25	\$135.00	\$3,375.00
M1x-G-S-64N			M1x FireFit - Gauntlet - Black/Red - Size: Small	4	\$95.00	\$380.00
FDXL200-8-Med			FDXL200 Red Leather Structural Fire Boot SIZE: 8	1	\$515.00	\$515.00
FDXL200-11-Med			FDXL200 Red Leather Structural Fire Boot SIZE: 11	1	\$515.00	\$515.00
FDXL200-12.5-Wide			FDXL200 Red Leather Structural Fire Boot SIZE: 12.5 WIDE	1	\$515.00	\$515.00
90950			Survivor X - Alkaline Model - Includes battery carrier - Orange	30	\$80.00	\$2,400.00
Custom HFRP Honeywell First Responder	LTHEMV-62D		LTHEMV-62D Custom HFRP Honeywell First Responder Hem Patch w/Velcro - PBI Max - Gold. - FF LAST NAME (1st INITIAL when specified). - Avg. 7 letters. - OK to use 2" letter to fit. Names for hem patches are on sizing sheet.	1	\$82.00	\$82.00
Custom HFRP Honeywell First Responder	LT3S07-SL		LT3S07-SL Custom HFRP Honeywell First Responder Custom HFRP Honeywell First Responder 3" sewn letters - lime Scotchlite for hem patch. Names for hem patches are on sizing sheet.	1	\$35.00	\$35.00



QT2092773



(877) 637-3473

Quote #
Date

Quote

QT2092773
07/16/2026

All items priced as per current Sourcewell Contract #010424, meeting or exceeding all listed discounts.

If uniform/PPE items do not fit and need to be returned/exchanged, the items and the item's packaging must be in new/clean condition. Any worn/dirty items or damaged packaging may not be eligible for return/exchange.

Contact: C60016 CITY OF TRUTH OR CONSEQUENCES (NM) : Ronald Hoskins
(575) 740-1169

Ronald Hoskins 8/18/26

Subtotal	\$21,527.00
Shipping Cost	\$165.00
Tax Total	\$0.00
Total	\$21,692.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2092773



Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

\$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

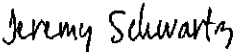
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

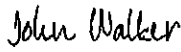
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Municipal Emergency Services

DocuSigned by:

C0FD2A139D06480...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/29/2024 | 6:33 AM CDT

DocuSigned by:

10844B472C64440...
By: _____
John Walker
Title: CFO
Date: 3/28/2024 | 1:24 PM CDT

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name: Municipal Emergency Services Inc

Does your company conduct business under any other name? If yes, please state: Lawmen Supply Company of New Jersey Inc.

Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482

Contact: Seth Cosans

Email: seth.cosans@mesfire.com

Phone: 410-960-2600

Fax: 410-960-2600

HST#: 651051374

Submission Details

Created On: Tuesday December 05, 2023 10:08:35

Submitted On: Wednesday January 03, 2024 11:39:54

Submitted By: Chanda Riddick-Yamoah

Email: criddick@mesfire.com

Transaction #: 2515c576-f9a8-4788-ac9d-b7f325ba17f5

Submitter's IP Address: 151.181.51.74

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Municipal Emergency Services, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1XBB1 T4MGJ9BU63J6
5	Proposer Physical Address:	12 Tumbery Lane 2nd FL Sandy Hook, CT 06482
6	Proposer website address (or addresses):	www.mesfire.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Walker CFO jwalker@mesfire.com 203-304-4102
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah Contracts Manager 12 Tumbery Lane, 2nd FL Sandy Hook, CT 06482 criddick@mesfire.com 203-304-4132
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	n/a

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements. MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES. In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability to serve all first responders and public safety officials on a national level. MES annual sales are more than \$300MM and most of our sales are for fulfillment of contracts and purchases to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions helps us to provide superior products and customer service to the Fire Service, Law Enforcement, and all public safety departments on a national level as no other sales and service distributor can do. MES is financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES. Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcewell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcewell for their procurement needs.
11	What are your company's expectations in the event of an award?	In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached are our financial statement and letter of reference from our bank.
13	What is your US market share for the solutions that you are proposing?	30%
14	What is your Canadian market share for the solutions that you are proposing?	.05%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Municipal Emergency Services, Inc. is a distributor. As a distributor of first responder and public safety equipment, MES has the authorization from the vendors are provided in this quote to sale, service, and/or install the equipment purchased for the Sourcewell membership with the exception of a few areas due to regional restrictions.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	n/a
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES ensures the vendors selected for our customer's comply to the NFPA standards and regulations for their products, materials, and service. We require submission of testing reports, material analyses, and examination reports if applicable. MES examines the submitted data prior to offering the products or services to our customers. We also ensure annual recertifications are completed and submitted to ensure compliance.
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	MES has received multiple awards from our vendors to recognize us an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached.
21	What percentage of your sales are to the governmental sector in the past three years	95%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.
22	What percentage of your sales are to the education sector in the past three years	2%. MES supports and supplies several university and colleges throughout the nation. This sector comprises a small amount of sales but has seen growth over the last three years.
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NPP - \$18,000,000 HGAC - \$20,600,000 LA COUNTY FIRE - \$6,316,000 STATE OF PA - \$40,000,000
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA \$21,000,000

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Aurora	Mathew Wasserburger, Assistant Director-Fire Management Services Divisions	303-739-7332
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307
Sacramento Metropolitan Fire District	Robert Sestito Safety Specialist - Training Division	916-859-4393

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Miami Dade Fire Rescue	Government	Florida - FL	Firefighting PPE & Cleaning Equipment	\$82,563	\$6,902,498
San Diego Fire	Government	California - CA	Firefighting PPE & Cleaning Equipment	\$52,687	\$6,885,593
LA County Fire	Government	California - CA	Firefighting PPE & Cleaning Equipment	\$48,921	\$6,315,636
Sacramento Metro Fire	Government	California - CA	Firefighting PPE & Cleaning Equipment	\$48,982	6,336,685
Houston Fire	Government	Texas - TX	Firefighting PPE & Cleaning Equipment	\$37,860	6,117,056

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
27	Sales force.	MES has increased our sales force to 200 Sales Representatives. Our Sales force is growing to support our expanding customer base. The trust and reliance from our customers to supply top quality products and service continues to have fueled our year over year growth. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. Our turnkey support team also includes regional office support throughout the US to address customer inquiries and respond to order requests effectively and quickly.
28	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.
29	Service force.	MES has increased our service support from slightly under 100 in 2019 to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. The CSR will then review the order to ensure pricing reflects the Sourcewell member number and correct discount offered. Once review is completed, the CSR contacts our vendor or checks our warehouses to locate the product ordered and deliver as per the lead-time requested.
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcewell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MES has established a regional office in the Quebec territory of Canada. Our plans include supporting this area as well as neighboring cities for specific products. As our sales grow in this area, MES will identify additional products to offer in Canada. Our support and products are limited to the east of Canada excluding Vancouver and other western provinces.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	In the US, we are unable to fully service NH, Maine, and Wisconsin. In Canada, we are unable to fully service Vancouver and other western provinces.
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with a sales force across the US that our strategically located to support request from government, non-profit, or educational entities.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We value Sourcewell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcewell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement can be used using our website (www.mesfire.com). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them.

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES offers SCBA training, annual testing, and service maintenance for this product. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	MES provides SOS stores which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	n/a
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	n/a
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	n/a
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	MES offers the largest and competitive pricing for first responder equipment and materials. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation and in Canada. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up to 12 months. The warranties also cover parts and labor within the specified time of coverage.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The majority of the warranties for the manufacturers listed in this bid provides industry standard coverage as part of our vetting process when working with vendor base. We work closely with each manufacturer to work through any warranty issues with our customers.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MES does not have any regional technicians located in New Hampshire, Maine or Vermont. We also do not have technicians in Vancouver, Canada or other western provinces. If a customer has a need in these areas, we would offer a solution and the additional cost needed for transportation and other travel cost for the staff needed for training or testing.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.
52	What are your proposed exchange and return programs and policies?	Goods received damaged or defection will be repaired or replaced based on the guidelines and terms of the warranty.
53	Describe any service contract options for the items included in your proposal.	Service contract options for MES includes annual testing, repairs, and 3M Scott Safety repairs and service.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	MES offers best in class service and guarantee of all service work which is supported by a warranty of the service completed.
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	MES tracks the number of service calls and the type of repair work completed to offer feedback and internal analyses of products and services. Metrics and KPI's not meeting our internal targets are reviewed with our vendors to address improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	MES has standard payment terms of Net 30. We also accept payment via credit card for payments under \$10,000.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. Leasing is available with Community Leasing Partners. For turnout gear, leasing is available through Gear Wash.
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	MES will use quotes, purchase orders, and invoices as standard transactions in connection to these products if awarded a contract. Examples are attached.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep In mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a and a spreadsheet listing each vendor and the discount offered.
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will provide a discount off of the vendor MSRP sheet as the Sourcewell proposed bid price.
62	Describe any quantity or volume discounts or rebate programs that you offer.	n/a
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For open market requested items or items not on contract, MES will provide a quote reflecting the best price offered.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	n/a
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MES utilizes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MES believes in providing top rated and high quality products in this category. Our vendors and the products are researched to provide the best in attributes such as quality, performance, warranty, and responsiveness. When supplying products and services in structural firefighter equipment or eyewear, the expectation remains the similar across all categories. Vendors offered for turnout gear and protective gear Hazmat Gear Cleaning services
73	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers a full range of options from various manufacturers listed to customize items within the extent that certifications will allow. We offer customizable solutions for turnout or hazmat gear that range from sizing to protection. Also, please note the following: Firefighting PPE is available for customization- Lettering, sizing, and full PPE packages.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once an order is received requiring this service, our customer service will call the customer to set-up a day for sizing and fitting based on the customer's availability. Our Sales Rep and other employees will come to the customer's location(s) to service the number of employees indicated on the purchase order. The Sales Rep will submit the fitting information to our internal team who will begin work on the items to deliver by the customer's deadline. If additional modifications are needed after delivery, MES is able to accommodate the requested changes quickly to not delay availability of equipment.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
76	Protective Clothing	☒ Yes ☐ No	MES offers this product with the purpose to protect firefighters from radiant and thermal exposure, punctures and other hazards while providing protection, safety, and comfort. We have a variety of vendors our customers are able to use.
77	Helmets and related accessories	☒ Yes ☐ No	MES offers helmets and other accessories for fire protection such as shields and other required NFPA accessories. We ensure that minimum standards are met such as retention systems, absorption, reflective trim and ear covers.
78	Other related equipment and accessories	☒ Yes ☐ No	MES offers fire blankets, heat detectors, and suppression equipment.
79	Firefighting apparel and station-wear	☒ Yes ☐ No	Our station wear includes shirts and pants that can be made of fire resistant materials if required. We are also able to customize and offer a variety of colors.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	☒ Yes ☐ No	MES is aware of fire contaminants that can expose firefighters to harmful materials. We offer equipment that specializes in cleaning turnout gear and other equipment with exceptional, professional care.
81	Cleaning and decontamination service and maintenance	☒ Yes ☐ No	Our vendors offer all levels of decon services and strategies that include wash of gear and equipment, personal wash and wipes, and air decontamination for effective results.
82	Firefighting PPE cleaning supplies	☒ Yes ☐ No	Our vendors in this category offer effective and robust cleaning solutions. Our major focus is to ensure that soiled areas are cleaned and uncontaminated after use.
83	Cleaning equipment for other firefighting equipment and tools	☒ Yes ☐ No	Our vendors also provide equipment for proper storage based on NFPA standards and the cleaning supplies to be used after use.
84	Services Related to the equipment described above	☒ Yes ☐ No	Services related to the equipment described are listed below. Also, MES is able to offer customizable solutions. By contacting our Sales Rep and providing information on the needs and requirements, in most cases, we are able to offer a quote offering a plan to address our customer's requirements.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - MES Sourcewell 010424 Vendor Pricing.zip - Wednesday January 03, 2024 11:32:34
- [Financial Strength and Stability](#) - Financial Statements.zip - Monday January 01, 2024 15:47:44
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - QT1730512.FIREDEX.pdf - Tuesday January 02, 2024 14:08:12
- [Requested Exceptions](#) - MES Insurance Exceptions.pdf - Monday January 01, 2024 17:15:56
- [Upload Additional Document](#) - MES Documents 010424.zip - Tuesday January 02, 2024 14:25:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Walker, CFO, Municipal Emergency Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☒	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☒	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☒	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☒	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☒	1



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item: D.3

SUBJECT: Take Home Vehicle Forms: Police Department

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: September 18, 2026

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle requests are for Jose Cardenas and Joseph Ramos in the Police Department. Jose's commute is 66 miles, and Joseph's commute is 71 miles.

Recommendation:

Approve take home vehicle forms.

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 9-23-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item #: E.2

SUBJECT: Discussion/Action: Approval and Acceptance of FAA Airport Infrastructure Grant No. 3-35-0042-030-2026 – Airport Layout Plan Update

DEPARTMENT: Community Development

DATE SUBMITTED: September 16, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

The City received FAA Airport Infrastructure Grant No. 3-35-0042-030-2026 in the amount of \$274,000 for the Truth or Consequences Municipal Airport. The FAA grant provides 95% federal participation for eligible planning costs and identifies the project as the Update Airport Master Plan with Narrative Report, including completion of the Airport Layout Plan (ALP). These funds will be combined with \$301,190 NMDOT Aviation/state funding, and \$6,810 City/local funding for a total project amount of \$582,000.00. Due to deadline time constraints, the grant agreement has already been executed by the City Manager and City Attorney as allowed.

Recommendation:

Approve and accept FAA Airport Infrastructure Grant No. 3-35-0042-030-2026

Attachments:

- FAA Airport Infrastructure Grant Agreement No. 3-35-0042-030-2026
-

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 9-23-26



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest
Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-
1524

September 14, 2026

Ms Traci Alvarez
505 Sims Street
Truth or Consequences, NM 87901-2724

Dear Traci Alvarez:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. **3-35-0042-030-2026** at Truth Or Consequences Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 21, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal

funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kimberly Harris, (817) 222-5646, kim.harris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Justin Barker (09/14/2026 12:58:14 CDT)

Justin Barker
Manager



**U.S. Department
of Transportation
Federal Aviation
Administration**

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date September 14, 2026

Airport/Planning Area Truth Or Consequences Municipal Airport

Airport Grant Number 3-35-0042-030-2026

Unique Entity Identifier YRPKBBHU1EJ8

TO: City of Truth or Consequences

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated July 08, 2026, for a grant of federal funds for a project at or associated with the Truth Or Consequences Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Truth Or Consequences Municipal Airport (herein called the "Project") consisting of the following:

Update Airport Master Plan

With Narrative Report

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$274,000.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
\$274,000.00 for planning.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **September 18, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
 - e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).
- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 17, 2006, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.
- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as

determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

- 32. Airport Layout Plan (ALP).** The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA, and submit it in final form to the FAA as prescribed by 49 USC § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 USC § 47107(a)(16).

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Justin Barker (09/14/2026 12:58:14 CDT)
(Signature)

Justin Barker
(Typed Name)

Manager, Louisiana/New Mexico A
(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 14, 2026

City of Truth or Consequences

(Name of Sponsor)

Gary Whitehead

Gary Whitehead (09/14/2026 12:40:22 MDT)

(Signature of Sponsor's Authorized Official)

By: Gary Whitehead

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jaime Rubin, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 14, 2026

By: Jaime Rubin
Jaime Rubin (09/14/2026 13:09:45 MDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**ASSURANCES
PLANNING AGENCY SPONSORS**

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The sponsor will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. 49 USC § 40103(e) – No Exclusive Rights at Certain Facilities.
- c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
- d. Hatch Act – 5 USC § 1501, et seq.¹
- e. Rehabilitation Act of 1973 – 29 USC § 794.
- f. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- g. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- h. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
- i. Single Audit Act of 1984 – 31 USC § 7501, et seq.¹
- j. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- k. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- l. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- m. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- d. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- e. Executive Order 14154 – Unleashing American Energy
- f. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{2, 3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to private sponsors.
- ² 2 CFR Part 200 contain requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

3. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

4. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

5. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used; it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

7. Reports and Inspections.

- a. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

8. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4; creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Truth or Consequences), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

9. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

10. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Policies, Standards, and Specifications.

It will carry out any project funded under Airport Improvement Program Grant or an Infrastructure Investment and Jobs Act Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([AC Checklist for AIP, IJA and PFC Projects | Federal Aviation Administration](#)) for AIP or IJA projects.

12. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item #: E.1

SUBJECT: Discussion/Action: Summary Plat Amendment 310-316 E Third

DEPARTMENT: Community Development

DATE SUBMITTED: September 23, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

Applicant submitted Summary Plat amendment to adjust the property lines between 310 – 316 E Third Ave. Public Hearing was held at the P & Z Meeting on 8-11-26 – Board recommended approval unanimously

Recommendation:

Consider P & Z Recommendation and make final determination

Attachments:

- P & Z Agenda Packet
- Draft Minutes

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-23-26



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 8-10-2026

ITEM:

Public Hearing/Discussion/Action – Summary Plat Amendment 310-316 E Third

BACKGROUND:

The applicant is requesting a **Summary Plat Amendment** using the **Alternate Summary Procedure** to adjust the property lines between **310 and 316 E. Third Avenue**. The properties are zoned **C-1 (Commercial)** and include **Lots 8, 9, and 10, Block 66, Original Townsite of Hot Springs**. The request does not create any new lots or a new subdivision it simply changes the existing tract boundaries. The application has been reviewed and appears to meet the requirements of the City's subdivision regulations for the Alternate Summary Procedure.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

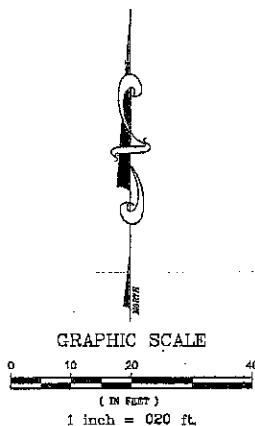
1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

SUPPORT INFORMATION:

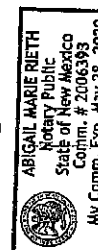
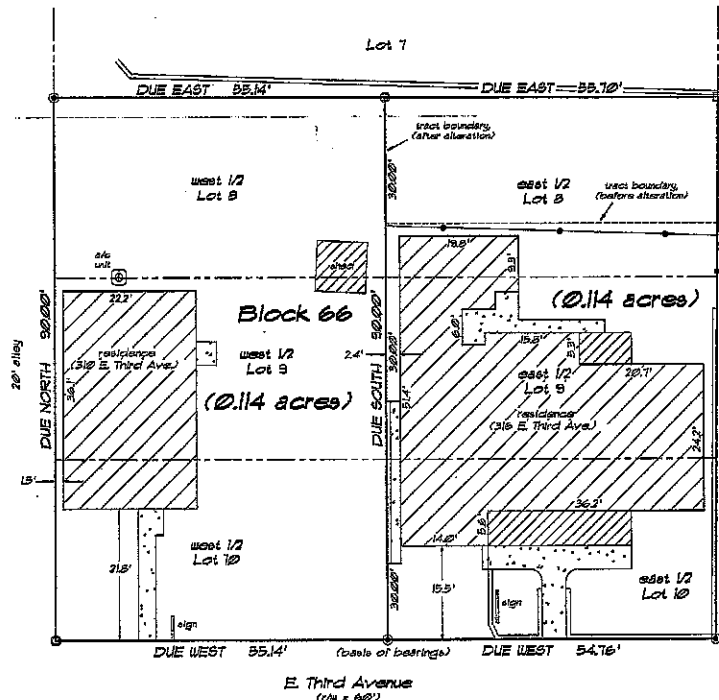
- Summary Plat Survey
- Parcel Map
- Public Hearing Notice

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.gov	Phone: 575-952-0565	



ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT

of the alteration of tract boundaries
in Lots 8, 9 and 10, Block 66, Original Townsite of Hot Springs,
in the City of Truth or Consequence, Sierra County,
New Mexico



ACKNOWLEDGMENT

We, the undersigned owners of the herein described property do hereby acknowledge, with our free consent, and in accordance with our wishes and desires, the alteration of tract boundaries as shown on this plat.

Tiffany Y. Howard
STATE OF NEW MEXICO ;
COUNTY OF SIERRA

The foregoing instrument was acknowledged before me this 11th day of June, 2026 by Tiffany Y. Howard

Abigail Marie Rieth
Notary Public

My Commission Expires: May 28, 2029

Kaitlin Garcia
Kaitlin Garcia

STATE OF NEW MEXICO ;
COUNTY OF SIERRA

The foregoing instrument was acknowledged before me this 14th day of May, 2026 by Kaitlin Garcia

Christa Bianca Turpen
Notary Public

My Commission Expires: October 19, 2026

CHRISTA BIANCA TURPEN
Notary Public - State of New Mexico
Commission # 1122552
My Comm. Expires October 19, 2026

Chaparral Surveying, LLC
Professional Land Surveying
P.O. Box 625, Elephant Butte, New Mexico 87835

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.

I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is the alteration of tract boundaries of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveying in New Mexico.

David A. San
New Mexico Professional Surveyor
License Number 0120

INDEXING INFORMATION FOR COUNTY CLERK
Tiffany Y. Howard (5189)
Kaitlin Garcia (214)
Original Townsite of Hot Springs
Section 38, Tshp. 13 South, Rgs. 4 West

Notes:

These tracts are subject to assessments, restrictions and reservations of record

The tracts shown herein are located within the boundaries of Flood Zone X, "area determined to be outside 500-year flood plain"

The herein described tract boundaries were altered under the City of Truth or Consequence Subdivision Codes, Ordinance Number 533, adopted May 23, 2006, (Chapter 15, Section 15, Alternate Summary Procedure)

Use drawing scale to determine measurements when not labeled

Reference:

Account No. 3163
Book 145, Page 1932, (Warranty Deed)
UFC 250-353-366-2322

Account No. 24
Book 146, Pages 398-399, (Notice of Real Estate Contract)
UFC 250-367-366-2316

Plat of Survey Book 1, Page 3623, (Boundary Survey Plat)

National Flood Insurance Program, Flood Insurance Rate Map for the City of Truth or Consequence, Sierra County, New Mexico, Community-Flood No. 330073 0025 C, (map revised July 16, 1956)

City of Truth or Consequence Subdivision Codes, Ordinance Number 533, (adopted May 23, 2006)

Legend:

round 3/8" rebar w/survey stamped "NPLS 13384"
round 3/8" rebar w/aluminum tag stamped "NPLS 0229"
ast 1/2" rebar w/survey stamped "NPLS 0229"
chain link fence
block wall

The City of Truth or Consequence does hereby acknowledge the alteration of tract boundaries as shown on this plat.

Mayor:

Date:



2908538668822

2903673668316

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



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

Ingo Hoepfner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, August 10, 2026, to receive input regarding the following:

Public Hearing/Discussion/Action: Summary Plat Amendment at 310 and 316 E Third Ave. The applicant wishes to divide the parcel as per Sec. 15-15 (Alternate Summary Procedure)

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Should you have any questions regarding this Public Hearing, please contact Traci Alvarez at (575) 952-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Friday, August 7, 2026 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.gov.

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Thursday, July 23, 2026

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, AUGUST 10, 2026**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, August 10, 2026 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman Absent
Esther Luchini, Member
Lisa Kent, Member Absent
Molly Hammer, Member

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy Clerk

1. APPROVAL OF AGENDA:

Member Luchini made a motion to approve the agenda. Member Hammer seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) July 13, 2026.

Member Luchini made a motion to approve the minutes. Member Hammer seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

There were no comments from the public.

Deputy Clerk Martinez swore in the participants for the public hearings.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

**a) Public Hearing/Discussion/Action: Conditional Use Permit and Variances
request for parcel # 2878573667187**

Assistant City Manager Alvarez: The applicant is requesting approval to establish a secure towing and vehicle impound facility at right now we have it addressed as 1903 South Broadway B. That address is subject to change just simply because we are in the process of going through a street renaming in that area. The property and location will remain the same. That is zoned C1 for general commercial. The proposed development includes a fenced and lighted impound yard, site surfacing improvements and approximately a 550 square foot office building for customer service and vehicle retrieval. The applicant currently provides towing for and impound services in the area but transports the impounded vehicles to their secured facility in Anthony New Mexico. They are not doing private towing. They are towing only for our law enforcement agencies at this time. The proposed facility would allow those vehicles to remain locally because law enforcement towing can occur any time tow trucks may enter or leave the property 24 hours a day. The applicant is requesting the conditional use permit for storage of wrecked or dismantled vehicles associated with the wrecker service along with 3 requested variances. They would also like to allow storage of privately owned or impounded vehicles while legal disposition or required processing is completed. They would like to allow for more than 5 vehicles to be stored outdoors and allow an approximately 550 square foot office building instead of the 800 square foot office minimum in our development standards. Your packet also includes letters of support for the project including the support from all the law enforcement, public safety entities and from an adjacent commercial property owner as well.

Chairman Sisney: Can we ask for a limit on the maximum time a vehicle can be on the lot?

Assistant City Manager Alvarez: Potentially and I think the applicant would be happy to speak on that as it is not his full-time salvage yard and that there is a time frame that he may have to have them on there by if I understand correctly for law enforcement. But if he looks like something that is going to have to go to auction or go through a longer process I believe his intent is then to haul them to his main yard in Anthony.

Chairman Sisney: I have another concern. I would like to mention the lighting not be obtrusive to the neighbors.

Member Hammer: I have a comment on that. Are we even authorized to put in conditions like that. Its either a yes or a no for us we don't actually.

Assistant City Manager Alvarez: I think that you can make some recommendations and when it goes up City Commission they can review those with the attorney and decide which ones would be allowed. But all lighting has to go by the night sky. As far as what you might find offensive versus somebody else that based on an opinion. You guys can make recommendations of conditions of approval and then our City Commission can review those and they can either agree with it or not agree with it and potentially send it back to you guys for another recommendation or they can make a decision at that time.

Member Hammer: So I am clear we have a conditional use permit which is renewal able after 1 year each year correct.

Assistant City Manager Alvarez: Could you repeat that?

Member Hammer: There are 4 application request? There is a conditional use permit and there is 3 variances?

Assistant City Manager Alvarez: Yes ma'am.

Member Hammer: The conditional use permit from my understanding it has to be renewed and approved every year. It has to come before this board is that correct?

Assistant City Manager Alvarez: I would have to review the code off the top of my head I can't remember it. I knew one of them either special use or conditional use I just can't remember.

Member Hammer: I think special use has an expiration date and conditional use is a year. Variance is permanent for that property.

Assistant City Manager Alvarez: Like I said I'm not going to confirm any of that without reviewing the code and I do apologize we are shorthanded in my office so I didn't bring my codes with me.

Member Hammer: I didn't bring my either. I just want to understand what we are recommending here. Because there has been some confusion. I have a question about the building size and the construction of 550 square feet from the normal minimum required for

the zone of 800 square feet. Are there other buildings in this commercial area that are outside of the normal that have variances?

Assistant City Manager Alvarez: I can't answer because I didn't look at the outside area. The properties that are right adjacent to the undeveloped. Our City Manager has a property up there that was used for towing services it has a very small building on it. Size-wise I couldn't tell you if it's 800 or less. The other property is still in process of submitting their documents for the building.

Member Hammer: I don't have an issue with that as long as the setbacks are minded. The size doesn't bother me because we are going to smaller size like tiny homes and so forth all though that hasn't been confirmed in our ordinance yet but I don't have a problem with that as long as the setbacks are being minded.

Assistant City Manager Alvarez: They have to meet the setbacks regardless yes.

Deputy Clerk Martinez: A conditional use permit is reviewed annually.

Member Luchini: These vehicles are not only impounded vehicles that are temporary housed there that may be claimed later?

Assistant City Manager Alvarez: What I would really like is for you guys to be able to ask the applicant these questions because he could better answer them.

Humberto Valenzuela, Applicant: The vehicles are currently not there right now. Is that what you were asking?

Member Luchini: Well let me start with this. I went to look at the property, and what I saw – difficult to find a posted address – there is a storage yard there now, is that it or is it just –

Humberto Valenzuela, Applicant: No, it's next to that property.

Member Luchini: To the East?

Humberto Valenzuela Applicant: To the left.

Member Luchini: So, it's close to that drainage?

Assistant City Manager Alvarez: The property that you're speaking of that has the vehicles currently on it, that's the property you guys approved at a previous meeting, it was a Conditional Use Permit for Kari Fresquez, for theirs. That came through you guys and you approved it.

Member Hammer: Okay.

Member Luchini: So these are not just impounded vehicles, but possibly long-term storage wreckage yard? Dismantled vehicles and parts, and accessory use? So if I needed a part for my '57 Chevy?

Humberto Valenzuela, Applicant: No, we wouldn't sell any parts there, it's strictly storage and it will be there for about 90-120 days while we process the paperwork. If the owners come and retrieve their vehicles, whatever doesn't get retrieved and we end up getting all the paperwork, we'll end up transporting them back down to Anthony to sell at auction.

Assistant City Manager Alvarez: I believe what you're referencing is the way it's worded in our code. So that is word-for-word out of our code.

Member Luchini: Okay.

Assistant City Manager Alvarez: If I could request the applicant, just to briefly explain what your business is, like you came to me to explain.

Humberto Valenzuela, Applicant: We currently are doing impounds for the City, Sheriffs, and state police, but we've been picking them up and taking them directly to Anthony, and people have to drive over there to pick up their vehicles. We're just trying to save them time and money, because we charge by the mile. Keeping it here would allow there to be a location where they could retrieve their vehicles, we would have a place here to sort, and we would be able to respond quicker if I have somebody here permanently to respond to the police calls.

Member Hammer: I see here you're not only doing impounding for the city or the county, but you are also providing a service to others? Like if I was broken down, I could call you, and you could tow my car?

Humberto Valenzuela, Applicant: At the moment, we're not. But maybe if we end up having somebody here permanently, we probably will serve. But for the impound yard, it's strictly for impounded vehicles. No private property impounds or any of that.

Member Hammer: Okay.

Assistant City Manager Alvarez: They're on a rotation service. We have 2 other local tow companies, sometimes they're not available as well. Our law enforcement rotates on a weekly basis, I believe, is that correct?

Humberto Valenzuela, Applicant: Yes, ma'am.

Assistant City Manager Alvarez: So when they're called or they're on their weekly rotation, this would give them a local base. But like I said, if a vehicle was impounded and the person wasn't going to be getting the vehicle back, what's your plan?

Humberto Valenzuela, Applicant: We will submit paperwork, end up getting the title, and then transfer the vehicle back down to Anthony to sell over there.

Member Hammer: To be auctioned?

Humberto Valenzuela, Applicant: Yes, to be auctioned.

Member Hammer: How big of a rig can you tow? Can you tow RV's?

Humberto Valenzuela, Applicant: Yes, we can do RV's, semi's –

Member Hammer: Larger vehicles? I know that was a limitation recently, they were trying to tow an abandoned RV.

Humberto Valenzuela, Applicant: Yeah, we do RV's. For the Police Department, we've done RV's, they're not far from where the yard is, and we picked it up for them because they couldn't find anybody. We've done a couple 18-wheelers that rolled over between the '69 and '71, a burnt unit that was on the '78, we picked that one up as well.

Member Hammer: But you're taking that to Anthony?

Humberto Valenzuela, Applicant: Yeah, we're taking those to Anthony. For an example, with the one that burned down here, we had to take it to our yard and prepare it for long-term transport because it was unstable and it was still filled with produce, etc. But yes, we took it back down to Anthony.

Chairman Sisney: What would be a condition where a car would stay over 120 days, and is there any chance it's just going to sit on that lot for a year?

Humberto Valenzuela, Applicant: No, the only way is if we don't get the title and paperwork for it. Sometimes we've had trouble when they're stolen vehicles and all the VIN numbers are scratched and nobody can get us a VIN number, we end up just crushing those vehicles. But they stay longer than 120 days. But anything for this yard, if it stays 120 days, we will transport it to our other yard and take care of it over there.

Member Hammer: I see a lot of support here, and letters. Is there any opposition that you know of?

Assistant City Manager Alvarez: I think the Chairman has the list of anyone who wants to speak.

Chairman Sisney: There is 1.

Assistant City Manager Alvarez: You'll need to open the public hearing and ask for the proponents and opponents.

Member Hammer: I'm finished with questions if you guys are. Thank you.

Humberto Valenzuela Applicant: Thank you.

Chairman Sisney opened the public hearing.

Proponents:

No Proponents.

Opponents:

Ken Oliver

Ken Oliver, Opponent: I'm right across from them on the arroyo, and already, I've had so many issues over there. The constant thing of trash, they have monstrous – I even have pictures of it – but really big piles of trash on their side, it's in the arroyo, it's in my yard, they went down there with a bobcat into the arroyo for some reason, they were removing vegetation. That made it worse, more trash in there, they've thrown tires in the arroyo, there are tires now in

the arroyo, and all kinds of trash everywhere, piles of trash. They run big rigs all night long, just sitting there idling while they're talking, I've had them from 9:00pm until 1:30am until I go out there and yell at them. I've had confrontations with them a few times because of it, I tell them, "Hey it's 10:00pm it's supposed to be quiet." After that, but it didn't matter. They say, "Oh well we're leaving." Well it's 11:30pm now, and then it's 1:30am, it's always later, later, later. Big rigs would run, and the light's flashing for hours and hours and hours through the night. My bedroom is right there, my home is right across the arroyo from them. Sometimes there are 2 diesels idling at the same time. I know everybody is chasing the same dollar, we're a small town, and they have to make their bucks, and make their money somehow, I get it. I understand that, and I'm willing to be lenient about that, but enough is enough when they're blatant that they have no consideration whatsoever, and they show that they just don't care. The way the property is right now, with all the piles of trash and everything, I don't see it getting any better, when they only have a few cars of their own there, and this is the kind of mess that's there already, what's going to happen when they have 20 cars there or 30 cars there? This is just a few cars and they have mountains of trash, it doesn't make any sense. That's a big concern for me, I'm constantly picking up stuff in my yard on my property that came from their property. The arroyo's always got trash or something from their property in it as well. Like I said, if they're just starting and there are only a few cars, what's going to happen when there's 20-30 cars?

Assistant City Manager Alvarez: I just want to show the speaker the map. Can you show me where you're located at?

Ken Oliver, Opponent: I'd be [just to the left of the blue box on page 11 of the packet]

Assistant City Manager Alvarez: So currently, there's nothing on this property [within the blue box] and the one to the right of that has quite a few vehicles listed on it.

Ken Oliver, Opponent: There are a lot of vehicles [within the blue box] that have been there for the longest time, and I didn't know if they had approval on that either.

Assistant City Manager Alvarez: [The owners of the adjacent property] did go through, I know that.

Ken Oliver, Opponent: Well they came to me and made me get rid of my vehicles that were on my property because they weren't registered, I was still fixing them. But they were neat and they weren't an eyesore or in the way, nobody complained, but Code Enforcement showed up there because of a death in the neighborhood, they didn't have anybody else to respond so he

was there, he had time on his hands, so he wrote me up and was fining me \$500 for each month that the vehicles were there. So I had to literally give the vehicles away because I couldn't afford the storage, because they wanted a minimum of \$480 a month to store them, and I couldn't do that. So I was forced to get rid of my vehicles, and meanwhile, when I look out my kitchen window, I'm looking at mountains of trash, I'm looking at vehicles everywhere. Like I said, the main thing for me is the cleanup, there is trash everywhere, even in the arroyo. There is no reason to have bad tires and stuff thrown in the arroyo, it wasn't there before. Also, like I said, the noise factor, and the blatant lack of care. When I would go out there and confront him at 10:30pm and they just leave trucks running and lights flashing until 1:30am.

Member Luchini: What kind of trucks?

Ken Oliver, Opponent: Big rigs.

Member Luchini: Like a tow truck?

Ken Oliver, Opponent: Yeah, big tow trucks.

Member Hammer: I have a couple follow-up questions. They might be more for Ms. Alvarez or the company. Thank you for your input. Where is the access point on this map, in and out?

Assistant City Manager Alvarez: The property owner has an access easement in this lower property [on the bottom right portion of the map on page 11 of the packet].

Member Hammer: So they come in here?

Assistant City Manager Alvarez: Yep, they come in right there.

Member Hammer: Not through [the top area]?

Assistant City Manager Alvarez: I would like to request for the applicant to be able to come up and speak regarding anything they may or may not be doing over at the property, or anything as far as towing vehicles.

Member Luchini: I have a question. I was able to peek through into your area here, and is it cleaned up now?

Humberto Valenzuela, Applicant: We've never thrown any trash in the arroyo or any of that.

Member Luchini: Is it scraped or bladed to be able to park anything on it, or does it still need to be prepared?

Humberto Valenzuela, Applicant: It still needs to be prepared. There is an elevated area I would like to prepare, to make it level, so there would be a little bit of scraping.

Member Luchini: But you're not storing anything, are you?

Humberto Valenzuela, Applicant: No, I have nothing there. There is a pile of dirt there, and it's going to get removed.

Member Luchini: To the arroyo, it won't intrude into the arroyo or anything, the cleanup?

Humberto Valenzuela, Applicant: No.

Member Luchini: And this will be fenced-off, right? With a solid fence?

Humberto Valenzuela, Applicant: Yes, ma'am.

Member Hammer: Even along the arroyo?

Humberto Valenzuela, Applicant: Yeah, along the arroyo, but not in the arroyo, even though the property's kind of in the arroyo, it would be on the elevated area, and we'll fence it off.

Member Hammer: And are you applying for a business license also?

Humberto Valenzuela, Applicant: We do have a business license already.

Member Hammer: Will you have a dumpster on-site?

Humberto Valenzuela, Applicant: We can.

Member Hammer: If you're towing, usually the car is locked, but there might be issues or a truck bed that has stuff in the back, and we have high winds here that can blow all over the place. I'm sure this arroyo is not the only place that has issues. In listening to your neighbor, I do want to address that obviously, we all want good neighbor and clean neighbors, with

regards to noise complaints or visual pollution. I would ask that you guys abide by that if you're going in and out, because that would bother me, too.

Humberto Valenzuela, Applicant: Yes. We don't keep our trucks running, diesel is so expensive, there is no reason to keep them running all night.

Assistant City Manager Alvarez: If I could just ask a couple questions, too, have you towed any vehicles at all over to this lot?

Humberto Valenzuela, Applicant: We have, temporarily, while we wait for another truck to get back. But they're there for like a day or 2, not even a day, a few hours. But lately, since I started talking to you, we have not kept any vehicles there, we have been taking them directly to Anthony.

Assistant City Manager Alvarez: And have you done any of the property clearing or grubbing or anything?

Humberto Valenzuela, Applicant: I did clear some bushes on one of the corners, and I wasn't aware that I needed a permit until I spoke with you about the bushes, I stopped everything else.

Member Hammer: And what are your hours of operation? Is it pretty much 24-hours?

Humberto Valenzuela, Applicant: The yard is from 8am-5pm, but the towing and bringing in the vehicles is 24/7. I don't know when we're going to get calls from the state, Sheriffs, or Police Department. We do have to respond to them, and trucks will be there. They would have to go in and drop off the vehicle.

Member Luchin: Which one of these adjacent was Mr. Oliver? The number parcel ending in 10206?

Assistant City Manager Alvarez: [Near the parcel ending in 0221]

Member Hammer: And this person here didn't respond?

Assistant City Manager Alvarez: No. All certified mail letters were sent and received.

Chairman Sisney: Mr. Valenzuela, normally if somebody in the neighborhood objects or opposes, I usually go with them. But I think this is a good service to the people here in town.

Although everything here is commercial, there are residents really close to you. I just hope you go out of your way to make them happy. Quiet hours are pretty much from 10:00pm to 7:00am. The lights, once you get in your yard, you probably don't need to have them on.

Humberto Valenzuela, Applicant: We don't have the lights on because we're only supposed to have our amber lights on while we're on-scene recovering the vehicle. When transporting back, our lights are off even until we get to the yard.

Chairman Sisney: I hope you can work out something with your neighbor.

Member Luchini: The fence adjacent to him, again, I ask that that's a solid, metal fence?

Humberto Valenzuela, Applicant: Yes.

Member Luchini: If you did have loose truck trash, it should stop it from blowing out.

Chairman Sisney: Were you putting up a steel fence, not a game fence?

Humberto Valenzuela, Applicant: I'll put a paneled fence, especially on that wall, and I'll try to get it all around.

Chairman Sisney: I think you want to do the right thing, and I think you did it. I hope that you can keep this man in consideration, also.

Humberto Valenzuela, Applicant: We will, I'll try to work it out for him. He did come at one time and yelled at us, and the truck was leaving when he yelled at us. That was one time, and that was when we were working that big accident on the '70 with a trailer.

Chairman Sisney: Hopefully you guys can work together and get along.

Member Luchini: I agree. I wouldn't want to live next to a wrecking yard or tow yard. That's why I feel that if you do – Isn't that required? A solid metal fence around –

Member Hammer: A privacy fence.

Assistant City Manager Alvarez: Yes.

Humberto Valenzuela, Applicant: We'll put up a metal fence around it. For the lighting, we'll try to keep it all in our yard. PRC does require us to have a lighted storage facility for the vehicles.

Chairman Sisney: Thank you. I also want to let you know that the people in this town really love the quiet and the darkness, and we're just trying to keep everybody happy.

Humberto Valenzuela, Applicant: Yes, sir.

Assistant City Manager Alvarez: Before the board considers a motion, please remember to close the public hearing.

Chairman Sisney: There were a couple of letters, do we read those?

Assistant City Manager Alvarez: Those are the letters of support. No, I don't think so. They're just part of the supporting documents.

Chairman Sisney closed the public hearing.

Member Luchini: The only other thing I'm a little leery about is the size of the building. Trying to stick to this 800 square foot minimum for a building.

Chairman Sisney: In one of the letters, it mentions that it's a prefab. So it's not like we can just ask him to change the specs.

Member Hammer: And is that for an office or a residence?

Humberto Valenzuela, Applicant: Office.

Member Hammer: Will someone be there 24/7?

Humberto Valenzuela, Applicant: No.

Member Hammer: Your accessible just by cell phone on the truck pretty much. That is your office most of the time? I support this with some pretty major conditions. Mr. Oliver had his opinion and I with member Luchini that the noise and the light pollution I would want to have that managed if I was going to approve this. Also with the understanding that this a yearly renewal the conditional use permit and if we meet again in a year and if there are complaints we need to consider those and there be a risk that you might not get approved again. If there

was a big opposition. I like that you are bringing the business to town I do think we need that. You have a lot of support here with your neighbors and law enforcement.

Member Luchini: I agree.

Chairman Sisney: I would like to hear a motion with the stipulations included.

Member Hammer made a motion to recommend approval to the City Commission for a Conditional Use Permit and Variance Requests for parcel # 2878573667187 with the conditions that applicant is respectful of their neighbors with regards to light pollutions and noise also with the understanding that we will renew the conditional use permit every year. Chairman Sisney seconded the motion. Roll call vote was taken. Motion carried unanimously.

b) Public Hearing/Discussion/Action: Summary Plat Amendment at 310 and 316 E Third Ave.

Assistant City Manager Alvarez: The applicant is requesting a summary plat amendment through the alternate summary procedure. The purpose is to adjust the existing property lines between 310 and 316 east Third Avenue. Both properties are zoned C-1 for commercial. It involves lots 8,9 and 10 of block 66. The request does not create any additional lot or new subdivision it only changes the boundaries between the existing tracks. I have reviewed the application and survey and it meets all the requirements for the alternate summary procedure. The applicants are present to answer any questions. To further help identify ill show you guys on the map.

Member Hammer: Is that an alley way or is it just the property?

Assistant City Manager Alvarez: No its not an alley.

Member Hammer: The same person owns the whole property?

Assistant City Manager Alvarez: No its different owners.

Member Hammer: Two different property owners and the property owners are amendable to that change?

Assistant City Manager Alvarez: Yes. It will equal out the property lines.

Member Hammer: Are both property owners present?

Assistant City Manager Alvarez: Just one.

Chairman Sisney opened the public hearing.

Carrie Marrow Applicant: I'm at 310 E Third.

Member Hammer: Are you in the white roof or the other one?

Carrie Marrow Applicant: I'm the other one.

Member Hammer: And this person is here or no?

Assistant City Manager Alvarez: No.

Member Hammer: But they both agree there is no opponents? I don't have an issue with this. Its not creating and obstacle to a easement or alley way. I think this is an odd shape any way so might as well make them more accessible and usable really.

Carrie Marrow Applicant: She gets a drive way and I get a fence.

Proponents:

No Proponents.

Opponents:

No Opponents.

Chairman Sisney closed the public hearing.

Member Hammer made a motion to recommend approval to the City Commission for a Summary Plat Amendment at 310 and 316 E Third Ave. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

c) Public Hearing/Discussion/Action: Conditional Use Permit at 818 N Magnolia – Request for Shipping Container

Assistant City Manager Alvarez: The applicant is requesting a conditional use permit to allow an existing shipping container to remain and 818 N Magnolia. The container is being used as an accessory storage structure on the residential property and the city code requires the conditional use permit for shipping containers located with in residential zones. The container was placed after the shipping container ordinance became affective but the property owner advised staff that they were unaware that we had the requirement for a conditional use permit. Rather than proceeding directly with enforcement the staff has worked with the owner to submit the appropriate application and bring the property into compliance that way instead. The applicant is not requesting a variance or relief from the container. We are just following the process to bring them into compliance. The applicant is present.

Chairman Sisney: Mrs. Alvarez do you see a shipping container on this photo.

Assistant City Manager Alvarez: Potentially not but then again I don't go take arial photographs right before the meeting. These are taken prior. If you look on the site plan that the applicant has submitted that tells you where the shipping container is located. I take my arial view off the parcel map or google at whatever year that arial view was taken. That's just to give you an idea of the property area.

Chairman Sisney opened the public hearing.

Chairman Sisney: You haven't seen this photograph have you.

Vicky Nicholson Applicant: No.

Chairman Sisney: This container looks like its going to sit pretty much where that trailer is on this photograph.

Vicky Nicholson Applicant: Yes its. That trailer is gone. It sits 80 feet off that back fence and that's an alley way.

Member Hammer: Ms. Nicholson do you have the property here where this white truck is?

Vicky Nicholson Applicant: Yes, I own all the property.

Member Hammer: Is that white truck still there?

Vicky Nicholson Applicant: Yes, those are my buses I run a river business. That is what half the storage container is where I keep my tubes and rafts. The other half is where I have saws and equipment. Its double ended doors, single use, brand new and it doesn't look nasty.

Member Hammer: Are there any opponents or proponents.

Chairman Sisney: No.

Proponents:

No Proponents.

Opponents:

No Opponents.

Chairman Sisney closed the public hearing.

Member Luchini made a motion to recommend approval to the City Commission for a Conditional Use Permit at 818 N Magnolia – Request for Shipping Container. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

d) Public Hearing/Discussion/Action: Consider an application requesting the vacation of a public alley pursuant to Section 15-18 of the Truth or Consequences Municipal Code.

Assistant City Manager Alvarez: For general reference this is 1300 and 1400 North Silver Street area where the assisted living facility is. The applicant is requesting that we formally vacate the public alley within that block. The historical documentation that's submitted indicates that the alley was intended to be addressed as part of a property's 2004 transaction but the vacation was never completed and recorded. It looks like the alleyway actually goes right through the middle of the property and the current skilled nursing facility as well. The applicant's request is to formally complete the vacation process and clear up the existing record. The applicant is present.

Chairman Sisney: Does the city have any opposition to this?

Assistant City Manager Alvarez: No.

Chairman Sisney opened the public hearing.

Member Hammer: Does vacating the alley prevent any access in the properties around it?

Josh Ashbaugh: No. The entire block is owned by the same property owners.

Member Luchini: Just to clarify I did speak to attorney Rubin this morning regarding this issue thinking I might need to recuse myself. He was aware of the situation and he suggested that I don't need to.

Josh Ashbaugh Applicant: I would listen to his advice in my personal opinion I don't think you need to recuse yourself. Before we move on since you guys can make recommendations I'm going to ask of one. Usually when the city vacates streets and alleys they reserve of themselves easements and reversionary language in the covenants. I would ask that this board recommend that those not be put in the vacation instrument. There is an express electric line easement. I brought a copy it's not in the packet but I do have a copy for everyone. There is an

express electric line easement. The alley again runs underneath the building and so I don't think its really feasible to put utilities in it.

Member Hammer: But there is not utilities there now?

Josh Ashbaugh Applicant: As far as I know no.

Member Hammer: Just and easement?

Josh Ashbaugh Applicant: Its just an alley but normally when the city vacates an alley or street they reserve under them selves an easement. The reversionary language I really don't care for because it will revert back to the city. That would be the request I ask you guys to make. In the packet about mid way through there is a vacation of alley it does not affect this alley. I didn't put this packet together it was sent to me so I'm not sure why its in here to be honest but its exhibit D.

Assistant City Manager Alvarez: They have it because I'm mandated to provide them all the documents that you provide me.

Josh Ashbaugh Applicant: I figured that was the case. On the third page of that instrument they first full sentence begins with this transfer is done under the condition that. I'm basically asking for you guys to recommend that language and then the following one sentence paragraph not be included in the vacation.

Member Hammer: Can I read it out loud?

Josh Ashbaugh Applicant: Yes.

Member Hammer: It says this transfer is done under the condition that the grantees grant to the city a continuing right of access to the conveyed land for utility purposes including water and sewer. Is there any water or sewer under this?

Josh Ashbaugh Applicant: Not to my knowledge. There is a survey it's the highest form of survey we get unfortunately it's a plat size survey and when you reduce it down in size. I can probably if permissible send a digital copy of the survey. Do you have a digital copy Traci?

Assistant City Manager Alvarez: Whatever you sent me is included in the packet.

Josh Ashbaugh Applicant: Its hard to see and printed mine on a legal size and that's hard to see also.

Member Hammer: My understanding as a property owner is anything up to my property line the city is responsible for. Anything on my property I'm responsible for.

Assistant City Manager Alvarez: Unless you have an easement, correct.

Member Hammer: Unless you have an easement, and you have utilities going through like a water main right?

Assistant City Manager Alvarez: If we have easement we need access to that easement. I think regardless or not weather there is a main there. If it's a dedicated easement because we may have easements to connect for future use. Is that what you are asking?

Member Hammer: I guess what I want to know is there a water main under this that the city would need to access if something happened? I guess that would be my only reservation. If the city needed to get in here and fix something if the property owner is responsible for fixing it that's another thing but would the property owner give the city access or would closing this off prevent them from doing that? Would they just declare eminent domain or something like that to get access? I don't know what the law is around that.

Josh Ashbaugh Applicant: To answer the factual question to the best of my knowledge there isn't any water or sewer lines under the building that the city would be responsible for maintaining. I can not sat that with 100% certainty. I'm looking at the survey its addressed unfortunately it doesn't tell us much but on the utility information on the survey it does say on the location of the utilities shown hereon are from observed evidence of above ground appurtenances only. They surveyor was not provided with underground plans or surface ground markings to determine the location of any subterranean uses.

Member Hammer: Is the city opposed to this or the city attorney? Has he raised any concerns?

Assistant City Manager Alvarez: No, he has semi reviewed it but then again he wouldn't review this stuff in depth until it comes as a recommendation from you guys and then he will review a 100 percent. He has really good open communication with Mr. Ashbaugh and so I think that communication can be had as far as you want the vacated wording to be.

Josh Ashbaugh Applicant: Yes, we can work on it.

Member Hammer: As a planning and zoning board member I don't have any objections to this. I think that if there was concerns it will come up in a later stage in front of the city.

Proponents:

No Proponents.

Opponents:

No Opponents.

Chairman Sisney closed the public hearing.

Member Luchini made a motion to recommend approval to the City Commission for a Consider an application requesting the vacation of a public alley pursuant to Section 15-18 of the Truth or Consequences Municipal Code. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. NEW BUSINESS:

a. Discussion/Action: Re-Appointment of Member Esther Luchini

Chairman Sisney made a motion to recommend approval to the City Commission for Re-Appointment of Member Esther Luchini to serve on the Planning and Zoning Commission. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

b. Discussion/Action: Re-Appointment of Member Susan Buhler

Member Hammer made a motion to recommend approval to the City Commission for Re-Appointment of Member Susan Buhler to serve on the Planning and Zoning Commission. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

c. Discussion/Action: Re-Appointment of Member Chris Sisney

Member Luchini made a motion to recommend approval to the City Commission for Re-Appointment of Member Chris Sisney to serve on the Planning and Zoning Commission. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

d. Discussion/Action: Re-Appointment of Member Molly Hammer

Chairman Sisney made a motion to recommend approval to the City Commission for Re-Appointment of Member Molly Hammer to serve on the Planning and Zoning Commission. Member Luchini seconded the motion. Roll call vote was taken. Motion carried unanimously.

e. Discussion/Action: Re-organization of Chairman and Vice-Chairman

Chairman Sisney made a motion to recommend table this item until the next meeting. Member Hammer seconded the motion. Roll call vote was taken. Motion carried unanimously.

6. REPORTS FROM THE BOARD:

No Reports from the Board

7. REPORTS FROM STAFF:

No Reports from Staff

8. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 5:05 p.m.

PASSED AND APPROVED ON THIS 14th DAY OF SEPTEMBER, 2026.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item #: E.3

SUBJECT: November and December 2026 City Commission Meeting Schedule.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: September 18, 2026

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 reviews and considers approval of an adjusted City Commission meeting schedule for November and December in recognition of the Thanksgiving and Christmas holidays. The proposed meeting dates are outlined below:

November 2026:

- November 18, 2026, regular meeting with public comment to begin at 9:00 a.m.

December 2026:

- December 16, 2026, regular meeting with public comment to begin at 9:00 a.m.

Recommendation:

Approval of adjusting meeting dates for the months of November and December 2026.

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 9-23-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item #: E.4

SUBJECT: Approval of the 2027 City Holiday Schedule

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: September 18, 2026

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 2027.

Recommendation:

Approval of Holiday schedule.

Attachments:

- 2027 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 9-23-26

POST THROUGH DECEMBER 31, 2027

City of Truth or Consequences

2027 HOLIDAY SCHEDULE

The City of Truth or Consequences will observe the following legal public holidays in **2027**. Please notify your employees that City Offices will be closed on these days.

Martin Luther King Jr. Day	will be observed on Monday	January 18, 2027
Presidents Day	will be observed on Monday	February 15, 2027
Spring Day – 4 Hours	will be observed on Friday	March 26, 2027
Fiesta Day – 4 Hours	will be observed on Friday	May 7, 2027
Memorial Day	will be observed on Monday	May 31, 2027
Juneteenth	will be observed on Friday	June 18, 2027
Independence Day	will be observed on Monday	July 5, 2027
Labor Day	will be observed on Monday	September 6, 2027
Indigenous People Day	will be observed on Monday	October 11, 2027
Veterans Day	will be observed on Thursday	November 11, 2027
Thanksgiving Day	will be observed on Thursday	November 25, 2027
Day after Thanksgiving	will be observed on Friday	November 26, 2027
Christmas Eve/Day	will be observed on Friday	December 24, 2027
New Year's Eve/Day	will be observed on Friday	December 31, 2027

PASSED, ADOPTED and APPROVED this 23rd day of September 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item #: E.5

SUBJECT: Appointment of Damian Rembart to serve as a member on the Recreation/Golf Course Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: September 17, 2026

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The Recreation/Golf Course Advisory Board currently has two vacancies. The city advertised the vacant seats and received an application from Damian Rembart. Mr. Rembart is the owner of Bikeworks and is a supporter of local recreation projects and activities. The Recreation/Golf Course Advisory Board reviewed Mr. Rembart's application at its September 14th meeting and recommended that he be appointed to serve a two-year term.

Recommendation:

Appoint Damian Rembart to serve a 2 year term on the Recreation/Golf Course Advisory Board.

Attachments:

-
- Board Member application.

Fiscal Impact (Finance): No

-

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 9-9-2026



City of Truth or Consequences

City Boards Application

Name: Damien Rambert Address: 304 S. Pershing
Phone: 505-493-4855 Email: rambertdaymeon73@gmail.com

I am interested in serving as a member of one the following Boards:

- ☐ Airport Advisory Board ☐ Public Arts Advisory Board ☒ Recreation/Golf Course Advisory Board
☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board
☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission
☐ Other: _____

My qualifications are:

I own + operate Bikewyrks - a local bike repair
shop + art gallery. I have been a bicycle
mechanic since 2008 and am also an avid
 rider. I support the skate park + recreation
trails + trail group + would love to see
+ help support more recreational opportunities
in our area.

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: _____

Date: _____

06/05/26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item #: F.1

SUBJECT: Discussion/Action - Resolution No. 21 26/27 Participation in Capital Outlay Program Administered by New Mexico Department of Transportation

DEPARTMENT: Community Development

DATE SUBMITTED: September 17, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

City of T or C has been awarded Capital Outlay in the amount of \$375,000.00 to use Plan, Design and Construct Improvements to Marie St. From N. Date St. To Palo Verde St. If Resolution is approved, grant agreement will be executed and submitted to DFA

Recommendation:

Approve Resolution No21 26/27 and Authorize Staff to Execute the Grant Agreement

Attachments:

- Resolution 21 26/27
- Grant Agreement

Fiscal Impact (Finance): Yes

100% Reimbursable up to \$375,000.00

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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-23-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



Ingo Hoepfner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

RESOLUTION 21 26/27

City of Truth or Consequences

AUTHORIZING THE CITY OF TRUTH OR CONSEQUENCES PARTICIPATION IN CAPITAL
OUTLAY PROGRAM ADMINISTERED
THROUGH NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the CITY OF TRUTH OR CONSEQUENCES and the New Mexico Department
of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$375,000.00 to be funded by the parties
hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$375,000.00
and
- b. The City of Truth or Consequences' proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$375,000.00

The City of Truth or Consequences shall pay all costs, which exceed the total amount of
\$375,000.00

Now therefore, be it resolved in official session that the City Commission of the City of
Truth or Consequences determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 2030** and the CITY OF TRUTH OR
CONSEQUENCES incorporates all the agreements, covenants, and understandings between the
parties hereto concerning the subject matter hereof, and all such covenants, agreements and
understandings have been merged into the written agreement.

NOW therefore, be it resolved by the CITY OF TRUTH OR CONSEQUENCES to enter
into Cooperative Agreement Control Number HW2C1263241 with the New Mexico Department of
Transportation for Capital Outlay (Laws of 2026) to PLAN, DESIGN AND CONSTRUCT
IMPROVEMENTS TO MARIE ST. FROM N. DATE ST. TO PALO VERDE ST. within the control
of the CITY OF TRUTH OR CONSEQUENCES in SIERRA COUNTY, New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

ROLF HECHLER - MAYOR

DATE

GARY WHITEHEAD - CITY MANAGER

DATE

Contract Number: _____
Vendor Number: 0000054340
Control Number: HW2C1263241

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**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 2026, SB240, Chapter 71, Section 53, Subsection 102, 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. **C1263241 ("Project")**, Appropriation ID **K3241**, Reversion Date **6/30/2030 ("Reversion Date")**. Laws of 2026, Chapter 71, Section 53, Subsection 102, (Three Hundred Seventy Five Thousand Dollars and No Cents) (**\$375,000**), **to plan, design and construct improvements to Marie street from north Date street to Palo Verde street in Truth or Consequences in Sierra county.**
- B. Grantee's total reimbursements shall not exceed Three Hundred Seventy Five Thousand Dollars and No Cents, (**\$375,000**) ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, , which equals ("**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: Gary Whitehead
Title: City Manager
Address: 505 Sims Street, Truth or Consequences, New Mexico 87901
Email: gwhitehead@torcnm.gov
Telephone: 575-894-6673

- 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 St. Truth or Consequences, NM 87901
Email: talvarez@torcnm.gov
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.

Department: Department of Transportation, District 1 Office
Name: Debra Hudson
Title: Capital Outlay District Coordinator
Address: 2912 East Pine Street, Deming, NM 88030

Email: DebraA.Hudson@dot.nm.gov
Telephone: 575-640-2779

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 DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

Signature

Date

(Print Name)

(Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

(Print Name)

(Title)

APPROVED BY GRANTEE: City of Truth or Consequences
Entity Name

Official with Authority to Bind Grantee:

Signature

Gary Whitehead

(Print Name)

City Manager
(Title)

9-23-2026

Date

Fiscal Officer or Chief Financial Officer:

Signature

Traci Alvarez

(Print Name)

Assistant City Manager
(Title)

9-23-2026

Date

Legal Counsel: (OPTIONAL)

Signature

Jaime F. Rubin

(Print Name)

(Title)

9-23-2026

Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip _____
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (if Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (if applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- ☐ 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.
- ☐ 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.
- ☐ 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.

Grantee Fiscal Officer or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer

Date

Division Grant Manager

Date

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

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: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

Project Budget Worksheet

Expenditure Plan

[illegible]

Date: _____

[illegible]

EXHIBIT E
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.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Truth or Consequences shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Truth or Consequences shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 23, 2026

Agenda Item #: F.2

SUBJECT: Discussion/Action – Approve Resolution No. 22 26/27 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation Municipal Arterial Project Funds and Execute Grant Agreement

DEPARTMENT: Streets Dept

DATE SUBMITTED: July 6, 2026

SUBMITTED BY: Brenden Anglin

WHO WILL PRESENT THE ITEM: Brenden Anglin

Summary/Background:

The City has received an award offer for the FY 2026/2027 Transportation Project Fund (TPF) Road Fund Program. The total estimated project cost is \$105,263.16, consisting of \$100,000.00 in NMDOT TPF funds and a required local match of \$5,263.16. The proposed project includes planning, design, permitting, and construction services for approximately 2,000 linear feet of Smith Street beginning at Date Street. The scope includes full-depth roadway reconstruction, ADA-accessibility improvements, drainage improvements, utility adjustments, and permanent signing and striping. Attached further explanation

Recommendation:

Approve, the Grant Agreement with Resolution 22 26/27

Attachments:

- NMDOT TPF Award Letter
- Grant Agreement and Resolution 22 26/27
- 2026/2027 NMDOT TPF Application CO-OP

Fiscal Impact (Finance): Yes

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-23-26

Contract No. _____
Vendor No. 0000054340
Control No. HW2LP10084

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Truth or Consequences** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Smith Street Planning, Design, and Construction-Planning, design, permitting, and construction services for the roadway reconstruction of Smith Street from Date Street to approximately 2,000 l.f. along Smith Street. The project will consist of full-depth roadway reconstruction, ADA-accessibility, drainage improvement, adjustment of existing utilities, and permanent signing and striping.** (Project or CN LP10084). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is One Hundred Five Thousand Two Hundred Sixty Three Dollars and Sixteen Cents **(\$105,263.16)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source 1	95%	5%	
<u>FY 2027 Transportation Project Fund</u> For the purpose stated above in Section 1.	\$100,000.00	\$5,263.16	\$105,263.16
Total Transportation Project Funds			\$105,263.16

- b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2029**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.

2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:

1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
 - h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
 - i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
 - j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
 - k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
 - l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
 - m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
 - n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
 - o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2029**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

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

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have

been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

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

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

City of Truth or Consequences

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP10084

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP10084**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Truth or Consequences

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B
RESOLUTION NO. 22 26/27
City of Truth or Consequences

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Truth or Consequences** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$105,263.16 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$100,000.00
- and
- b. **City of Truth or Consequences**'s proportional matching share shall be 5% or \$5,263.16

TOTAL PROJECT COST IS \$105,263.16

The **City of Truth or Consequences** shall pay all costs, which exceed the total amount of \$105,263.16

Now therefore, be it resolved in official session that **City of Truth or Consequences** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2029 and the **City of Truth or Consequences** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **City of Truth or Consequences** to enter into Cooperative Agreement for Project Control Number **LP10084** with the New Mexico Department of Transportation for the TPF Program for year 2027 for Smith Street Planning, Design, and Construction-Planning, design, permitting, and construction services for the roadway reconstruction of Smith Street from Date Street to approximately 2,000 l.f. along Smith Street. The project will consist of full-depth roadway reconstruction, ADA-accessibility, drainage improvement, adjustment of existing utilities, and permanent signing and striping, within the control of the **City of Truth or Consequences** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.))

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

EXHIBIT B
RESOLUTION NO. 22 26/27
City of Truth or Consequences

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Truth or Consequences** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$105,263.16 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$100,000.00
- and
- b. **City of Truth or Consequences's** proportional matching share shall be 5% or \$5,263.16

TOTAL PROJECT COST IS \$105,263.16

The **City of Truth or Consequences** shall pay all costs, which exceed the total amount of \$105,263.16

Now therefore, be it resolved in official session that **City of Truth or Consequences** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2029 and the **City of Truth or Consequences** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **City of Truth or Consequences** to enter into Cooperative Agreement for Project Control Number **LP10084** with the New Mexico Department of Transportation for the TPF Program for year 2027 for Smith Street Planning, Design, and Construction-Planning, design, permitting, and construction services for the roadway reconstruction of Smith Street from Date Street to approximately 2,000 l.f. along Smith Street. The project will consist of full-depth roadway reconstruction, ADA-accessibility, drainage improvement, adjustment of existing utilities, and permanent signing and striping, within the control of the **City of Truth or Consequences** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.))

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE