

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
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, OCTOBER 14, 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

C. PRESENTATIONS

1. Presentation by NMVIC on Veteran Services Available to Sierra County Residents.
NMVIC Outreach Specialist, Craig Yazzie

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, September 23, 2026
2. September 2026 Accounts Payable
3. Acknowledge Purchase Report of items under \$60,000

G. NEW BUSINESS

1. Discussion/Action: NM Capital Outlay Grant Agreement 26-K3068 – Lee Belle Johnson Improvements. OJ Hechler, Public Services Director
2. Discussion/Action: NM Capital Outlay Grant Agreement 26-K2066 – Park Improvements. OJ Hechler, Public Services Director
3. Discussion/Action: Capital Outlay Project Selection. City Manager Whitehead
4. Discussion/Action: Re-authorization of Capital Outlay Appropriation 23-H3-214 – Animal Shelter. City Manager Whitehead
5. Discussion/Action: Memorandum of Understanding between Sierra County and the City regarding funding support for the NMSU Cooperative Extension Service. City Manager Whitehead

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 24 26/27 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
2. Discussion/Action: Resolution No. 25 26/27 City of Truth or Consequences Classification and Pay Plan. City Manager Whitehead

I. EXECUTIVE SESSION:

1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam) pursuant to 10-15-1(H.8).
2. Limited Personnel Matters (Police Chief) Pursuant to 10-15-1(H.2).

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

1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam) pursuant to 10-15-1(H.8).

K. 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 28, 2026 AT 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: C.1

SUBJECT: Presentation by NMVIC on Veteran Services Available to Sierra County Residents

DEPARTMENT: -

DATE SUBMITTED: September 29, 2026

SUBMITTED BY: Johanna Muñoz, Executive Assistant

WHO WILL PRESENT THE ITEM: NMVIC Outreach Specialist, Craig Yazzie

Summary/Background:

New Mexico Veterans Integration Centers (NMVIC), a statewide nonprofit, will present an overview of services available to veterans and their families, including housing assistance, wellness programs, and community outreach.

Recommendation: Informational only; no action required.

Attachments:

- NMVIC Services Presentation

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): [Choose an item.](#)

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10-14-26



Michelle Fraire – SSVF Director

Craig Yazzie – Outreach Specialist

ORGANIZATION OVERVIEW AND PURPOSE

NMVIC AT A GLANCE: WHO WE ARE AND WHY WE EXIST



Helping New Mexico's Veterans in Need: NMVIC is dedicated to reaching veterans in crisis statewide.

Veteran Centered Support

We welcome veterans and work collaboratively to remove barriers and find the services they need.

Statewide Impact and Advocacy

NMVIC combines direct services, community partnerships, and advocacy to create measurable impacts for New Mexican Veterans.

We go to the Vets: NMVIC will go to the veteran's location or meeting point.

MISSION, VISION, AND VALUES GUIDING OUR WORK



The Veterans Integration Center (VIC®), A 501(c)3 non-profit organization founded in 2005, is a resource for Veterans and their families in New Mexico. **Known as "The VIC"** we provide a multitude of services including multiple **housing assistance options, peer support, food and nutrition, and case management services** to Veterans and their families.



THE NEED AND "THE VIC'S" ROLE



OUR IMPACT AT A GLANCE



70% of the Veterans who enter the transitional housing program at the VIC enter permanent housing.



90% of those are still in their permanent home a year later.



That's about 10% higher than the national average for other homeless Veteran transition programs.

Source: VIC Internal Program Performance Tracking (HMIS Standards).

THE REALITY FOR NEW MEXICO'S VETERANS

While nationwide efforts have reduced veteran homelessness by 55% over the past 15 years, New Mexico's veterans face unique, severe systemic challenges.

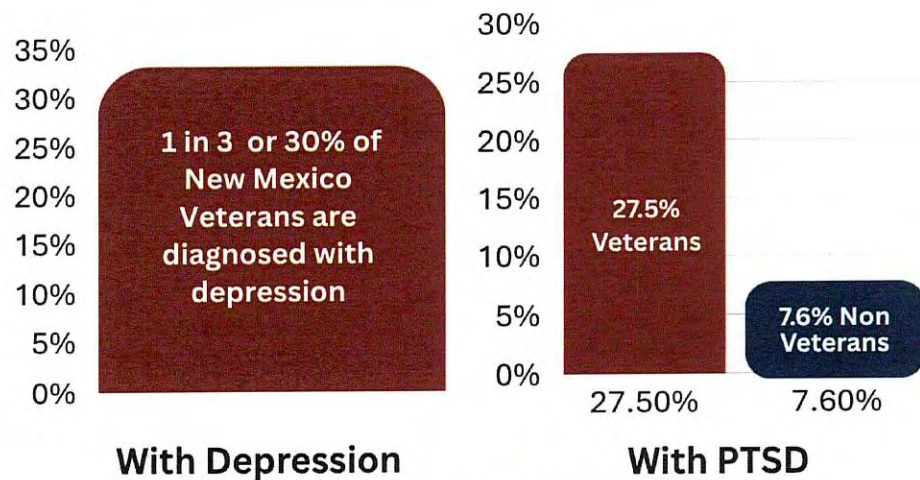
Metric	New Mexico	National Average	The "Gap"
Veteran Population	7.40%	6.10%	Higher concentration
Annual Expenditures	\$24	\$216	9x lower funding
Unemployment Rate	7.10%	2.80%	Triple the rate

Source: U.S. Department of Housing and Urban Development (HUD) Annual Homeless Assessment Report (AHAR) to Congress: Point-in-Time (PIT) Estimates.

THE NEW MEXICO VETERANS INTEGRATION CENTERS (VIC) FILLS THIS CRITICAL RESOURCE GAP AND OUTPERFORMS THE NATIONAL AVERAGE

Operating under a structured "housing first, but not housing only" model, the VIC builds self-sufficiency from day one. Out of hundreds of veteran organizations in the state, we serve as a primary operational lifeline in New Mexico, anchoring the state-wide response from our Albuquerque headquarters.

THE VETERAN MENTAL HEALTH CRISIS IN NEW MEXICO



Source: U.S. Department of Veterans Affairs (VA) Open Data Portal, State Summaries (New Mexico).

This underscores why the VIC's structured programs — which build recovery and mental health counseling directly into the individualized treatment plans — are so vital.
We treat the root cause, not just the lack of housing.

THE HIDDEN FACE OF NEW MEXICO'S VETERANS

34% ARE MANAGING A SERVICE-CONNECTED DISABILITY.

Source: U.S. Census Bureau, American Community Survey (ACS) Veteran Demographic Profiles.

46% ARE OVER THE AGE OF 65, FACING SENIOR HOUSING INSECURITY.

12% ARE WOMEN VETERANS, REQUIRING SPECIALIZED SUPPORT STRUCTURES.

Source: NM Legislative Behavioral Health Surveillance Reporting.

NEW MEXICO RANKS 46TH IN VETERAN EXPENDITURES.

NM VETERANS SIMPLY DON'T HAVE THE SAME ACCESS TO DIAGNOSTIC CLINICAL SCREENINGS AS VETERANS IN OTHER STATES.

OUR PROGRAMS

70 % of the Veterans who enter our Transitional Housing Program transfer into permanent housing.

SUPPORTIVE SERVICES FOR VETERAN FAMILIES
(SSVF)

PHOENIX RISING WELLNESS PROGRAM SSG FOX
SPGP

TRANSITIONAL HOUSING PROGRAM



PROGRAM ELIGIBILITY REQUIREMENTS

- A Veteran of the U.S. Armed Forces (Active, Reserve, National Guard)
- Un-Remarried surviving spouse of a Veteran
- Certain Programs may require active duty service to be eligible
- Discharge Status: eligibility for programs varies and may depend upon the character of discharge. We encourage all veterans to apply as we offer diverse programs with different criteria
- Willing to accept help and improve their lives
- Must be a resident of New Mexico

SUPPORTIVE SERVICES FOR VETERAN FAMILIES PROGRAM

This program is designed to help low-income Veterans and their Families achieve and maintain stable housing. We offer emergency housing, transitional housing, & rapid-re-housing and homeless Prevention. We assist Veterans who are currently homeless or at risk of becoming homeless. Staff are required to provide:

- *Conduct needs assessment
- *Set participant specific goals
- *Help obtaining VA benefits
- *Help obtaining other benefits
- *Create individual Housing Stability plans
- *Monitor participant progress from start to exit

SSG PARKER GORDON FOX

PHOENIX RISING WELLNESS PROGRAM

STAFF SERGEANT PARKER GORDON FOX

Fox joined the Army in 2014 and was a sniper instructor at the U.S. Army Infantry School at Fort Benning, Georgia. Known for a life of generosity and kindness to others in need, Fox died by suicide on July 21, 2020, at the age of 25.

We do this work in honor of him and those like him who struggle with their mental health every day.

YOU ARE NOT ALONE.
HELP IS AVAILABLE.



PHOENIX RISING WELLNESS PROGRAM SSG PARKER GORDON FOX SPGP

The Phoenix Rising Wellness Program is supported through The SSG Parker Gordon Fox Suicide Prevention Grant. It is a Veteran-centered trauma informed initiative designed to strengthen overall well-being, resilience, and connection among Veterans across New Mexico. These services include:

- *Proactive Supportive
- *Case Management
- *Holistic Veteran Peer Support and Wellness Therapies

MENTAL HEALTH, COUNSELING, AND WELLNESS SUPPORTS

Comprehensive Mental Health Services

NMVIC offers no-cost clinical mental health and substance use counseling tailored for veterans and their families.

Culturally Competent Support

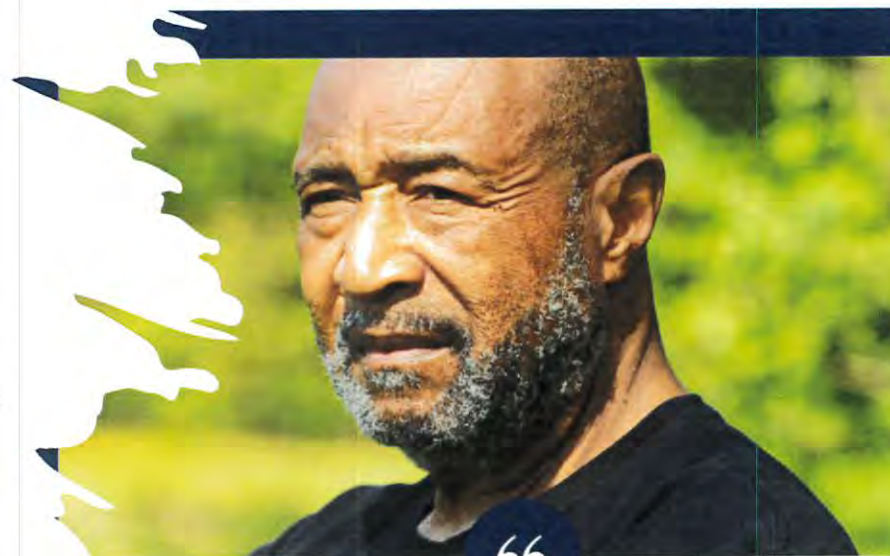
Services are designed with cultural competence and understanding of military trauma and stigma to encourage access.

Holistic Wellness and Peer Support

NMVIC emphasizes wellness through peer connection, routine, and community to aid veterans transitioning from military life.

Funding and Oversight Importance

Sustainable mental health care relies on diversified funding, partnerships, and oversight of outcomes integrated with housing programs.



The VIC was there for me when I needed it the most. They helped me work through my struggles that led me into homelessness. And, I found myself again after years of struggling to be comfortable in my own skin.

BEN, AIR FORCE VETERAN



TRANSITIONAL HOUSING PROGRAM

If you are a Veteran without stable housing for you and your Family, this program offers:

- *Case Management
- *Mental Health & Relapse Prevention Support
- *Life Skills Support
- *Peer Support
- *Wrap Around services
- *Re-Entry program for Veterans who were incarcerated

FOOD PANTRY & DONATIONS PROGRAM

We offer a food pantry for Veterans and/or widows of Veterans in need. Open every Friday 1000 – 1300 hours
At our Albuquerque location.

2701 Mulberry Street SE
Albuquerque, NM 87106
Off of Gibson / I-40

Additionally, every Veteran and their family that exits our programs and moves into their new home receives furniture and household items to turn a “house” into a “home.”

NMVIC CAMPUS TOUR



NMVIC CAMPUS TOUR



RECEPTION
AREA

ADMINISTRATIVELY SUPPORTED BY
HONOLULU MEDICAL CENTER

The New Mexico Veteran Integration Centers, also known as "The VIC", was founded by Department of Veteran Services, Cabinet Secretary, John Garcia in 2005 to provide vital services primarily for at risk homeless veterans and their families. Garcia named the "VIC" as a silent tribute to honor his father, WWII Veteran Lt. Victor "Vic" Garcia.



*"Those we love don't go away,
They walk beside us every day.
Unseen, unheard, but always near.
Still loved, still missed and very dear.
"Gone But Not Forgotten"*

NMVIC CAMPUS TOUR



NMVIC CAMPUS TOUR



NMVIC CAMPUS TOUR



NMVIC CAMPUS TOUR



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NMVIC CAMPUS TOUR



NMVIC CAMPUS TOUR



“CONTACT US” QR CODE

**PLEASE NOTIFY US TO
HELP A VETERAN IN
NEED OF SUPPORT:**

————— CONTACT US —————



WWW.NMVIC.ORG

"CONTACT US" FORM

New Mexico Veterans Integrat: x +

nmvic.org

Home Who We Are How We Help Donate - Help Events Testimonials Careers More

Albuquerque Campus
2701 Mulberry St. SE,
Albuquerque, NM 87106
Phone: (505) 296-0800
Fax: (505) 332-8092

CONTACT US

First Name	Last Name
Email if you have one	Phone
Type your message here...	

Submit

 in f i

The Veterans Integration Centers (VIC) makes records of open meetings available to the public. Copies of meeting minutes may be reviewed in person at VIC offices during normal business hours, Monday through Friday.

Heat advisory
Just issued

Search

8:22 P
7/27/20

CONTACTS:

- Michelle Fraire
SSVF Director
505-296-0800 x101

- Joseph Hogan
Phoenix Rising Program Director
505-296-0800

- Lisa Martinez
Transitional Housing Director
505-265-0512



THANK YOU !



WWW.NMVIC.ORG
505-296-0800



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, September 23, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 8, 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 10-14-26

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, SEPTEMBER 23, 2026**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Pro-Tem Mitchell: I just wanted to say that we have lost a wonderful member of our community, Mr. Cary "Jagger" Gustin. I would just like to commend him for being such an amazing model in our community, and all he served. I would like to keep him and his family in our thoughts and prayers.

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Mitchell made a motion to approve the agenda with the removal of item E6. And the amendment of item F2 to change the Municipal Arterial Project Fund to Transportation Project Fund. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. COMMISSION COMMENTS:

Commissioner Glines: I just wanted to mention Oktoberfest on October 3rd, at the Healing Waters Plaza. It's a free community event, come out for it, we're working really hard on it to make sure that everyone in the community has something to do, and try to bring some tourists in from out of town for it, we're going to have a good time, pretty stacked up right now. I've also been working with a lot of small businesses to try to get vendors for this event, and I've actually started some other community projects I'm excited to share at the start of next month to try and get some cohesion amongst some local businesses any way I can. Other than that, that's all from me.

Mayor Pro-Tem Mitchell: I just want to give a shoutout for the Spaceport open house this weekend, Saturday the 26th –

City Manager Whitehead: It was cancelled.

City Clerk Torres: It was cancelled due to weather.

Mayor Pro-Tem Mitchell: Oh, I did not know that, it was still on my calendar. Then I'll channel Amanda Forrister and say, don't forget the fairs coming up next week, get the kids out there for that. That's all.

City Manager Whitehead: That happened yesterday right?

Mayor Hechler: Just really quickly, I was able to attend the New Mexico Open this last week. It was four or five days of golf, there were some notable folks there, a course record was broken by an amateur with a score of 61, which I think the previous was 62, so it was close, but that was unbelievable. I thought a pro might break it, I didn't think a young kid would break it as an amateur, but they did.

City Manager Whitehead: Those young kids play a different game.

Mayor Hechler: It was well-attended, and well-publicized. T or C had a 30-second commercial that they played over and over again, so we got a lot of free publicity out of it. Great event, and congratulations to Turtleback and the folks that put on this tournament, good event. Mr. Whitehead, do you have anything to add?

6. STAFF COMMENTS:

City Manager Whitehead: I'll just add, obviously we're dealing with the rains, kind of this week's event. I just want to thank the crew, they're working really hard. We took a pretty good hit again early this week, but we've kind of patched that back together. The crew is out this morning trying to sweep up. We hope that we're going to have the new street sweeper in the next week or so, which will add to our ability to clean up. The crews are working hard and we've got a lot of good things going on. I'll leave it at that.

C. PUBLIC COMMENT (3 Minute Rule Applies):

Tara Manning addressed the Commission with comments related to:

- Last week I attended the New Mexico Humane conference, and I had the pleasure of speaking. I talked about five different tips I wish someone had told me when I started sooner such as leadership, how to talk to Commissioners – because you guys are a little scary when you first start, no offense – how to use social media, how to work with your community, and how to tell an animal's story. It was very well-received from what I could tell, it sounds like there will be four people that will be contacting me for a mentorship, which is really exciting. On my second day at the conference, I had the pleasure of receiving an award for "Animal Advocate of the Year", apparently there were over ten people that voted across New Mexico. And that's all I've got.

Mayor Hechler: Congratulations, you're making quite a name for yourself. Glad we have you in our community.

Tara Manning: Thank you, me too.

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

Mayor Hechler called for approval of the consent calendar. Motion carried unanimously.

E. NEW BUSINESS:

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

Assistant City Manager Alvarez: This item is for a summary plat amendment to adjust the property lines between 310 and 316 East 3rd Avenue. The public hearing was held at the Planning & Zoning meeting on August 11th, and the board recommended approval unanimously. Both property owners are agreeable to the lot split, it was actually part of a purchase agreement that just hadn't been finalized by the actual survey and summary plat. With that, I'll stand for any questions.

City Attorney Rubin: If you'll look at the Planning & Zoning minutes, you'll see that they're very brief, there wasn't any oppositions pointed out by Ms. Alvarez, and I think the key here is that both property owners agree to this procedure, so I don't see any legal issues here.

Commissioner Glines made a motion to approve the Summary Plat Amendment 310-316 E Third. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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: You may remember at a previous meeting where we brought in the state grant agreement that had been executed, that was for the state funding, this is the federal funding. Both the federal and state funding will complete the total project cost for the Airport Layout Plan Update. The federal grant is for \$274,000 and the state grant is for \$301,190 with a local match of \$6,810 which gives us a total project cost of \$582,000. Due to the deadline and time constraints, this grant agreement did come through DocuSign, and as previously authorized by the Commission, both the City Manager and the Mayor have already signed this, so we're requesting your acceptance and approval.

City Attorney Rubin: What I got a kick out of is if you look at the letter inside your packet, number 14, they have it highlighted and underlined, "You may not make any modification to the text, terms or conditions of the grant offer." That kind of shut me down, didn't it? I don't see any issues, but I just thought, wow okay, they're pretty emphatic about that.

Mayor Hechler: They think they got it right. Ms. Alvarez, what doors does this open for us? It seemed like a pretty extensive plan for \$500,000+. What will that do for us?

Assistant City Manager Alvarez: That's going to give us a full review of our airport, the layout, the potential of any runways we could possibly close that would open up areas for more economic development, as well as identify the overall airport layover, which could affect areas adjacent to the highway on the other side. What can be built there and still meet the federal regulations for flights. The potential of hangar buildings, and I'm trying to remember.

Mayor Hechler: I remember those things. Will it increase our opportunities for additional funding?

Assistant City Manager Alvarez: It could, yes, 100%. As long as those are identified within that layout plan.

City Manager Whitehead: I would add, just to support Traci, remember that the FAA kind of guides what we do there, and they've kind of laid out a strategy for us. The one document they want in place is kind of like the preliminary engineering report, the new layout plan, which ours is 20 years old and it's time to update it. Once we do that, we're going to have all those opportunities that Traci spoke of; plus the next project is to fix the taxiways, so once this is complete, it will open the door to that funding, and then once the taxiways are done, it'll open the door for funding for the runway reconstruction. So the FAA has kind of laid out our strategy and plan over the next 6 years of how they want to fund us, so we're really receiving a fund based on their plan. That's what this door will open for us as well.

Mayor Pro-Tem Mitchell made a motion to approve and accept the FAA Airport Infrastructure Grant No. 3-35-0042-030-2026 – Airport Layout Plan Update. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: November and December 2026 City Commission Meeting Schedule.

City Clerk Torres: This is our annual request to have one meeting in November and one meeting in December due to the holiday season. My proposed meeting date for November would be Wednesday, November 18, 2026, and the proposed meeting date for December would be Wednesday, December 16, 2026.

Mayor Hechler: So the agenda reviews will be the week before, on the 11th and the 9th?

City Clerk Torres: The one on the 11th may need to be changed, I will have to see what your schedule is, we could hopefully schedule for the Tuesday prior. The one for December would be the 9th for agenda review.

Commissioner Hoepfner: Would that be the 18th?

City Clerk Torres: Yes, November 18th and then December 16th. And if we need to call a special meeting for any reason, we could always do that.

Mayor Pro-Tem Mitchell made a motion to approve the November 2026 meeting to be held on November 18, 2026, and the December 2026 meeting to be held on December 16, 2026. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approval of the 2027 City Holiday Schedule.

City Clerk Torres: In your packet is our 2027 City Holiday Schedule. The schedule is pretty much the same as last year except we have one less day off during the Christmas holiday due to Christmas Eve falling on a Friday next year.

Commissioner Glines made a motion to approve the 2027 City Holiday Schedule. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Appointment of Daymeon Rembert to serve as a member on the Recreation/Golf Course Advisory Board.

City Clerk Torres: Our Recreation Advisory Board has 2 vacant positions, we advertised and received one application. The application was sent to the board, and they recommended approval for a 2-year term. We do have Mr. Rembert in the audience if you would like to ask him any questions.

Mayor Hechler: Good morning Mr. Rembert, please tell us a little bit about yourself and what brings you to our community.

Daymeon Rembert, Applicant: I've been here for 6 years now, there are people on the board who know that. Definitely hit the ground running, I would say. I came here as an artist, participated that and am still doing it. I became more involved in the community by opening my bike shop with my wife (pretty much) Rhonda. We're thriving in the community, doing that. I am also a BMX rider in my young 50-something years of age. Definitely want to get involved with safety, with the skatepark, and other recreational aspects, especially bicycle safety advocacy. Promoting that, and the wonderful lanes that are going on here, having people pay attention to those things.

Mayor Hechler: Thank you for choosing to live here, and thank you for your service.

Mayor Pro-Tem Mitchell made a motion to appoint Damian Rembert to serve a 2 year term on the Recreation/Golf Course Advisory Board. Commissioner Glines and Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Approval of Employee Pay Policy.

Item was removed from the agenda.

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: We have been awarded capital outlay in the amount of \$375,000. This is for the plan and design for the construction improvements to Marie Street, from North Date Street to Palo Verde. If the resolution is approved, then the grant agreement will be executed as well, that's part of the actual grant agreement. I'd like to thank the City Manager, as well as the Commission; this is one of the projects you guys took up to the legislative session last year that we received money for. With that, I'll stand for any questions.

Mayor Hechler: That was our trip to Ruidoso, wasn't it?

City Manager Whitehead: No, this was our work in Santa Fe, one of the two capital outlays; Marie Street and Lee Belle. We're still waiting for the Lee Belle agreements to come through like this.

Mayor Hechler: Alright thank you.

Mayor Pro-Tem Mitchell: I did have a question about Lee Belle, but I guess I can wait and ask it later.

City Manager Whitehead: And I will just add, the second part of that is the work we did in Ruidoso to get the \$1.3 million for Marie Street as well, so combined for the total amount. You're remembering it correctly.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 21 26/27 Participation in Capital Outlay Program Administered by New Mexico Department of Transportation. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 22 26/27 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation for the Transportation Project Funds (TPF) and Execute Grant Agreement Award.

Brenden Anglin, Streets Supervisor: We entered the item request for a grant agreement TPF. The city has been awarded \$100,000 in TPF funding, and the total estimated project amount is \$105,263.16 which includes a required local match of \$5,263.16. This funding is for the Smith Street roadway route construction project extending from Date Street for approximately 2,000 linear feet along Smith Street, all the way up to Ace

Hardware. This is not the total project amount, but this is what we're breaking down into phases. The total for state share is \$961,000 and for a local match is \$50,580.13 with a total project cost of \$1,110,602.61. The initial award is intended to begin the project's planning and design work and prepare for permitting and eventual construction. The \$100,000 award is not expected to cover the entire cost of the construction project. The transportation project fund has an annual application cycle as the project advances and additional funding is needed. The city intends to submit future applications for later phases, which is around May every year. Including construction, any future funding will be dependent on availability of funds through the state, submission of additional applications and approval by the state's transportation commission. Approval of this agenda will authorize the city to accept the award, provide the required local match, participate in the TPF program, and execute the associated grant agreements so that the project can move forward. With that, I'll stand for any questions.

City Attorney Rubin: I would just note that when we started the meeting, we reworded the agenda items which reflects from the transportation fund, and I think that's fine. We note that the money is still coming from the State of New Mexico Department of Transportation, it's just basically coming from a different lot inside that from DOT, so I don't see an issue with that. The agenda request form itself is accurate, so I think we can proceed.

Brenden Anglin, Streets Supervisor: I apologize for that slip up, that was on me. I reviewed it three times, but I submitted the old one instead of the new one.

City Attorney Rubin: I don't see it as a problem though, really.

Mayor Pro-Tem Mitchell: We're blaming it on Angela.

City Attorney Rubin: The source is still the same, it's still coming from the State of New Mexico DOT, so I think that's really the important aspect here.

Mayor Hechler: This is kind of why projects take so long, right? You have to apply for money to get planning, and if you get awarded, then you do the plan, go for RFP and go through that entire process, and then when we get that done, then you apply for the money for the actual project, so sometimes the projects can take two or three years.

Brenden Anglin, Streets Supervisor: Yes.

Mayor Hechler: But that's why you have to get way ahead of things to identify what you want to get done, and we'll get there eventually.

Brenden Anglin, Streets Supervisor: I believe since I've been here, this is the first time we actually were awarded TPF funds. I believe prior to my being here, through Don, that they were awarded, but it's been a long time since they didn't let people know about that.

Mayor Pro-Tem Mitchell: Good job.

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

G. EXECUTIVE SESSION:

1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Review) pursuant to 10-15-1(H.8).

Mayor Pro-Tem Mitchell made a motion to go into executive session at 9:25 a.m. to discuss T 1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Review) pursuant to 10-15-1(H.8). Commissioner Hoeppner seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 9:43 a.m.

Mayor Pro-Tem Mitchell certified that only matters pertaining to Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Review) pursuant to 10-15-1(H.8) were discussed in Executive Session and no action was taken in executive session.

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).

Mayor Pro-Tem Mitchell made a motion to direct staff to continue developing the purchase agreement, using the terms presented, for further review by the Commission and the seller. Commissioner Hoeppner seconded the motion. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 9:44 a.m.

Passed and Approved this 14th day of October, 2026.

CITY COMMISSION SEPTEMBER 23, 2026 REGULAR MEETING MINUTES

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: F.2

SUBJECT: September 2026 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: October 5, 2026

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:

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

Recommendation:

Approve the Accounts Payable summary for September 2026

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 2,566,656.40

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Silke Kapela, Account Payable

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A

Continued To: - Referred To: -

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

File Name: CC Agendas 10-14-2026



Truth or Consequences

AP EOM REPORT SEPTEMBER 2026

By Fund

Payment Dates 9/1/2026 - 9/30/2026

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
POLICARPIO V BUSTAMANTE ...	008.2026	09/04/2026	OPEN PO DRAWDOWN LAND...	101-1009-47415	1,000.00
KEIGHLEY SEGURA	08312026	09/04/2026	DEPOSIT REFUND 8/29/26 RA...	101-1099-34348	25.00
BOBBY A CHAVEZ	08312026	09/04/2026	DEPOSIT REFUND 8/28-8/29/...	101-1099-34348	550.00
KINGS LOCKSMITH	08891	09/04/2026	SET OF KEYS	101-1003-44606	8.00
KINGS LOCKSMITH	08891	09/04/2026	SS KEY BY CODE	101-1003-44606	12.50
ARENAS VALLEY ANIMAL CLIN...	114070	09/04/2026	OPEN PO DRAWDOWN FOR V...	101-1006-48598	27.09
ARENAS VALLEY ANIMAL CLIN...	114247	09/04/2026	OPEN PO DRAWDOWN FOR V...	101-1006-48598	529.97
NM EDGE	19358	09/04/2026	FINANCE CLASSES - CARLOS M...	101-1004-42720	680.00
NM EDGE	19359	09/04/2026	FINANCE CLASSES - JOCELYN ...	101-1004-42720	170.00
AMAZON CAPITAL SERVICES I...	1DQ4-T6YP-WXJ7	09/04/2026	ERGONOMIC WORKSTATION ...	101-1003-44606	42.99
AMAZON CAPITAL SERVICES I...	1DQ4-T6YP-WXJ7	09/04/2026	WORKSTATION DESK	101-1003-44606	139.99
AMAZON CAPITAL SERVICES I...	1KW4-3D3J-DWVL	09/04/2026	OFFICE CHAIRS	101-1003-44606	696.70
AMAZON CAPITAL SERVICES I...	1KW4-3D3J-DWVL	09/04/2026	BROCHURE HOLDER	101-1003-44606	135.98
AMAZON CAPITAL SERVICES I...	1KW4-3D3J-DWVL	09/04/2026	COPY PAPER 8.5X11 IN.	101-1003-44606	24.65
AMAZON CAPITAL SERVICES I...	1KW4-3D3J-DWVL	09/04/2026	COFFEE CUPS/LIDS	101-1003-44606	24.50
AMAZON CAPITAL SERVICES I...	1KW4-3D3J-DWVL	09/04/2026	AIR FRESHENER PLUGINS	101-1003-44606	20.99
AMAZON CAPITAL SERVICES I...	1KW4-3D3J-DWVL	09/04/2026	AUTOMATIC SPRAY REFILL	101-1003-44606	20.22
AMAZON CAPITAL SERVICES I...	1KW4-3D3J-DWVL	09/04/2026	SHIPPING & ANY EXTRA INCR...	101-1003-44606	5.38
AMAZON CAPITAL SERVICES I...	1KW4-3D3J-DWVL	09/04/2026	TISSUE BOXES	101-1003-44606	21.21
AMAZON CAPITAL SERVICES I...	1KW4-3D3J-DWVL	09/04/2026	COFFEE CUPS/LIDS	101-1010-44606	24.50
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	3 RING BINDER DIVIDERS	101-1003-44606	5.60
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	POP UP NOTES	101-1003-44606	8.54
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	DESK MAT	101-1003-44606	8.78
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	SIGN HERE FLAGS	101-1003-44606	10.49
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	SHIPPING & ANY EXTRA INCR...	101-1003-44606	11.56
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	POST IT NOTES DISPENSER 3-I...	101-1003-44606	17.99
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	LINED POP UP NOTES	101-1003-44606	19.99
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	CABINET STORAGE	101-1003-44606	38.38
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	CLEANING WET CLOTHS	101-1003-44606	20.66
AMAZON CAPITAL SERVICES I...	1QMC-9LQJ-36CC	09/04/2026	ARROW FLAGS	101-1003-44606	8.99
AMAZON CAPITAL SERVICES I...	1WNN-T6YK-7PY3	09/04/2026	SAFETY HAT-C.M.	101-1004-44606	49.99
KATHRYN ELLIOTT DBA CIVILIT...	275	09/04/2026	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
UNIFIRST HOLDINGS INC DBA ...	2880412039	09/04/2026	OPEN PO UNIFORMS & SERVI...	101-1009-42620	28.75
DOCUMENT SOLUTION INC	429309	09/04/2026	CITY CLERK OFFICE SHARP OV...	101-1001-43465	237.94
DOCUMENT SOLUTION INC	429309	09/04/2026	CITY MANAGER OFFIC SHARP ...	101-1003-43465	93.73
DOCUMENT SOLUTION INC	429309	09/04/2026	FINANCE OFFICE SHARP OVER...	101-1004-43465	468.73
DOCUMENT SOLUTION INC	429309	09/04/2026	POLICE DEPT SHARP OVERAGE...	101-1007-43465	304.15
DOCUMENT SOLUTION INC	429309	09/04/2026	PARKS DEPT SHARP OVERAGE...	101-1009-43465	3.93
DOCUMENT SOLUTION INC	429309	09/04/2026	FACILITY MAINT SHARP OVER...	101-1014-43465	22.07
SIERRA COUNTY SENTINEL	5287 CM	09/04/2026	OPEN PO FOR PIO NEWSPAPE...	101-1003-43740	2,015.78
VERIZON WIRELESS	6151949049	09/04/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43775	193.60
VERIZON WIRELESS	6151949049	09/04/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.88
CITY MANAGER BANK OF AM...	7/31/2026 CM2	09/04/2026	LODGERS' TAX	101-1003-42310	10.45
CITY MANAGER BANK OF AM...	7/31/2026 CM2	09/04/2026	GROSS RECEIPTS TAX	101-1003-42310	17.11
CITY MANAGER BANK OF AM...	7/31/2026 CM2	09/04/2026	ROOM RATE	101-1003-42310	209.86
CITY MANAGER BANK OF AM...	7/31/2026 CM2	09/04/2026	ROOM RESORT FEES	101-1003-42310	10.45

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JAIME F RUBIN ATTORNEY AT ...	9/1/2026	09/04/2026	OPEN PO DRAWDOWN FOR L...	101-1000-43597	4,557.71
T OR C FIRE DEPARTMENT	9/1/2026	09/04/2026	FIRE DEPT ALLOTMENT FY 26/...	101-1005-48599	30,000.00
NM MUNICIPAL LEAGUE	INV-000138	09/04/2026	NMML ANNUAL DUES 7/1/26 -...	101-1000-43770	12,450.00
SUPERIOR WEED AND PEST C...	INV-2026-008-CITY	09/04/2026	VECTOR CONTROL - CITY OF T...	101-1014-48597	2,650.00
SUPERIOR WEED AND PEST C...	INV-2026-008-COUNTY	09/04/2026	VECTOR CONTROL - SIERRA C...	101-1014-48597	3,900.00
SUPERIOR WEED AND PEST C...	INV-2026-008-EB	09/04/2026	VECTOR CONTROL - ELEPHANT...	101-1014-48597	3,050.00
SUPERIOR WEED AND PEST C...	INV-2026-008-WBG	09/04/2026	VECTOR CONTROL - WILLIAM...	101-1014-48597	275.32
LASTING PAWS PET MEMORIA...	LC10391-I-0079	09/04/2026	OPEN PO FOR ANIMAL CREM...	101-1006-48598	886.66
BOHANNAN HUSTON INC	00140971	09/10/2026	ON CALL OPERATIONAL AND ...	101-1010-48598	369.56
JAMIE ARMENDARIZ	09082026	09/10/2026	DEPOSIT REFUND 9/5/26 ARM...	101-1099-34348	250.00
BRADY INDUSTRIES LLC	12129648	09/10/2026	MILD PORCELAIN BOWL CLEA...	101-1014-44607	149.40
BRADY INDUSTRIES LLC	12129648	09/10/2026	OIL BASED SS POLISH 15OZ 12...	101-1014-44607	170.88
BRADY INDUSTRIES LLC	12129648	09/10/2026	CENTERPULL TOWEL GRLS/CS	101-1014-44607	279.65
BRADY INDUSTRIES LLC	12129648	09/10/2026	FUEL CHARGE	101-1014-44607	10.75
T OR C HARDWARE INC	187869/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	19.85
T OR C HARDWARE INC	187881/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	78.06
T OR C HARDWARE INC	187899/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	30.37
T OR C HARDWARE INC	187909/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	25.42
T OR C HARDWARE INC	187910/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	87.66
T OR C HARDWARE INC	187913/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	57.71
T OR C HARDWARE INC	187924/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	32.83
T OR C HARDWARE INC	187931/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	18.98
T OR C HARDWARE INC	187943/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	38.99
T OR C HARDWARE INC	187952/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	19.99
T OR C HARDWARE INC	187955/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	49.94
T OR C HARDWARE INC	187984/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	23.85
T OR C HARDWARE INC	188012/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	21.08
T OR C HARDWARE INC	188032/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	146.07
T OR C HARDWARE INC	188047/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	6.26
T OR C HARDWARE INC	188075/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	70.45
T OR C HARDWARE INC	188139/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	369.99
T OR C HARDWARE INC	188162/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	44.27
T OR C HARDWARE INC	188221/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	5.25
T OR C HARDWARE INC	188237/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	0.71
T OR C HARDWARE INC	188238/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	16.32
T OR C HARDWARE INC	188252/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	14.58
T OR C HARDWARE INC	188335/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	3.32
T OR C HARDWARE INC	188337/6	09/10/2026	OPEN PO FOR SUPPLIES (AUG....	101-1009-44607	3.00
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	PUSH PINS	101-1003-44606	6.98
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	FLOOR CORD COVER	101-1003-44606	10.45
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	AAA BATTERIES	101-1003-44606	13.84
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	STAPLER	101-1003-44606	16.14
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	11X17 FRAMES	101-1003-44606	16.99
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	OFFICE CAM	101-1003-44606	19.99
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	AA BATTERIES	101-1003-44606	19.99
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	STATION ORGANIZER	101-1003-44606	22.99
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	OFFICE DOORBELL	101-1003-44606	28.99
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	LETTER TUB FILER	101-1003-44606	30.08
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	KEYBOARD	101-1003-44606	33.81
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	27IN COMPUTER SCREEN	101-1003-44606	59.48
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	WALL CLOCK	101-1003-44606	195.78
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	BULK PENS BLACK	101-1003-44606	17.09
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	COFFEE SYRUP	101-1010-44606	18.97
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	SHIPPING ADDRESS LABELS	101-1010-44606	15.99
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	COFFEE/HOT CHOCOLATE PO...	101-1010-44606	21.80
AMAZON CAPITAL SERVICES I...	1KCQ-LVG1-QTN3	09/10/2026	SAFETY HAT-J.H.	101-1004-44606	49.99
AMAZON CAPITAL SERVICES I...	1KCQ-LVG1-QTN3	09/10/2026	CONF. ROOM SIGN	101-1004-44606	23.98
AMAZON CAPITAL SERVICES I...	1KCQ-LVG1-QTN3	09/10/2026	PLEDGE	101-1004-44606	14.97
AMAZON CAPITAL SERVICES I...	1KCQ-LVG1-QTN3	09/10/2026	FEBREZE AUR MUST	101-1004-44606	11.79
AMAZON CAPITAL SERVICES I...	1KCQ-LVG1-QTN3	09/10/2026	DIGITAL CLOCK	101-1004-44606	19.99

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I...	1KCQ-LVG1-QTN3	09/10/2026	SWIFFER SOLUTION	101-1004-44606	6.94
AMAZON CAPITAL SERVICES I...	1KCQ-LVG1-QTN3	09/10/2026	MEETING SIGN	101-1004-44606	6.79
AMAZON CAPITAL SERVICES I...	1KCQ-LVG1-QTN3	09/10/2026	NULTAT	101-1004-44606	7.99
KAUFMANS WEST LLC	21553L	09/10/2026	SHIPPING	101-1008-42620	4.00
KAUFMANS WEST LLC	21553L	09/10/2026	NAMETAPE FOR CODE ENFOR...	101-1008-42620	8.90
ALARM CONTROL TECHNOLOG...	44127	09/10/2026	OPEN PO FIRE ALARM MONIT...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	44128	09/10/2026	OPEN PO FIRE ALARM MONIT...	101-1014-47410	26.91
CITY UTILITIES	8/27 & 8/20/26	09/10/2026	SANITATION DEPT CYCLE C & D...	101-1018-43780	1,054.91
CITY UTILITIES	8/27 & 8/20/26	09/10/2026	WATER DEPT CYCLE C & D UTIL...	101-1018-43780	14,149.51
CITY UTILITIES	8/27 & 8/20/26	09/10/2026	ELECTRIC DEPT CYCLE C & D U...	101-1018-43780	5,031.05
CITY UTILITIES	8/27 & 8/20/26	09/10/2026	POOL CYCLE C & D UTILITIES	101-1018-43780	1,056.23
CITY UTILITIES	8/27 & 8/20/26	09/10/2026	WASTE WATER DEPT CYCLE C ...	101-1018-43780	9,905.22
CITY UTILITIES	8/27 & 8/20/26	09/10/2026	UTILITY BILLING OFFICE CYCLE...	101-1018-43780	399.34
CITY UTILITIES	8/27 & 8/20/26	09/10/2026	GENERAL CYCLE C & D UTILITI...	101-1018-43780	10,593.84
QUEST DIAGNOSTICS INC	9222594896	09/10/2026	OPEN PO SCREENING & MRO ...	101-1003-48599	304.25
NMAC FINANCE & PURCHASI...	HOLGUIN JOCELYN 9/16/26	09/10/2026	REGISTRATION	101-1004-42310	250.00
TALON SEPTIC & POTTY SERVI...	14188	09/10/2026	OPEN PO PORTABLE TOILET S...	101-1009-43465	1,100.00
NMAC FINANCE & PURCHASI...	SALCEDO KERIN 9/16/2026	09/10/2026	REGISTRATION	101-1004-42310	250.00
WINDSTREAM CORPORATION	101131348 - 9/18/26	09/18/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	98.34
JCG TECHNOLOGIES INC	10485	09/18/2026	LASERFICHE SERVICES 10/01/...	101-1001-47410	475.00
WEX BANK	114840256 - CM	09/18/2026	OPEN PO DRAWDOWN FOR F...	101-1003-43316	81.00
WEX BANK	114840256 - CO	09/18/2026	OPEN PO FOR FUEL FOR CODE...	101-1008-43316	1,070.22
WEX BANK	114840256 - FM	09/18/2026	WEX BANK FUEL CARD OPEN P...	101-1014-43316	492.80
WEX BANK	114840256 - PD	09/18/2026	OPEN PO FOR FUEL USAGE FY ...	101-1007-43316	6,518.00
WILSON & COMPANY INC ENG...	154455	09/18/2026	ON CALL GRANT MANAGEME...	101-1010-48598	7,012.85
WILSON & COMPANY INC ENG...	155101	09/18/2026	ON CALL GRANT MANAGEME...	101-1010-48598	9,409.65
AMAZON CAPITAL SERVICES I...	173N-3GDW-LWXF	09/18/2026	ERGONOMIC DESK CHAIR STA...	101-1003-44613	205.79
AMAZON CAPITAL SERVICES I...	173N-3GDW-LWXF	09/18/2026	FLEXISPOT STANDING DESK	101-1003-44613	109.99
AMAZON CAPITAL SERVICES I...	1GF9-9T6N-R4DJ	09/18/2026	2x TWO PACK DISPLAYPORT T...	101-1003-44606	30.92
AMAZON CAPITAL SERVICES I...	1GF9-9T6N-R4DJ	09/18/2026	2x TWO PACK HDMI TO VGA ...	101-1003-44606	19.28
AMAZON CAPITAL SERVICES I...	1GF9-9T6N-R4DJ	09/18/2026	3x USB 4 WAY SPLITTER	101-1003-44606	23.91
AMAZON CAPITAL SERVICES I...	1GF9-9T6N-R4DJ	09/18/2026	GORILLA RUGGED USB FLASH ...	101-1003-44606	39.99
AMAZON CAPITAL SERVICES I...	1GF9-9T6N-R4DJ	09/18/2026	2x TWO PACK DISPLAYPORT T...	101-1003-44606	28.98
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	BUSINESS CARD PAPER	101-1006-44606	38.00
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	BUSINESS CARD MAGNETS	101-1006-44606	28.49
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	BUSINESS CARD HOLDER	101-1006-44606	19.98
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	TO DO NOTEPAD	101-1006-44606	13.99
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	PACKING TAPE	101-1006-44606	11.99
SIERRA ELECTRIC CO-OP INC	2154 - 9/2/2026	09/18/2026	AIRPORT - ELECTRIC	101-1018-43780	1,328.24
STANTEC CONSULTING SERVI...	2614933 - 82684R1	09/18/2026	PROPOSAL SURROUNDING AL...	101-1010-48598	274.66
STANTEC CDNSULTING SERVI...	2614933 - 82684R1	09/18/2026	TAX (LABOR)	101-1010-48598	23.00
STANTEC CONSULTING SERVI...	2614933 - 82727	09/18/2026	NON-EXEMPT TAXES	101-1010-48598	119.47
STANTEC CONSULTING SERVI...	2614933 - 82727	09/18/2026	GENERAL DEVELOPMENT ASSI...	101-1010-48598	1,426.56
STANTEC CONSULTING SERVI...	2614933 - 84007	09/18/2026	DEVELOPMENT REVIEW SERVI...	101-1010-48598	4,956.50
STANTEC CONSULTING SERVI...	2614933 - 84007	09/18/2026	LAS CRUCES NMGR (8.3900%)	101-1010-48598	415.11
GHD SERVICES INC.	340-0195912	09/18/2026	Govstack Plan (CMS+Events) - ...	101-1000-48599	12,443.00
ALBUQUERQUE PUBLISHING ...	348750	09/18/2026	LEGAL AD FOR ITB #2026-01-0...	101-1010-43740	108.88
SIERRA VISTA HOSPITAL SIERR...	41000649	09/18/2026	OPEN PO COLLECTION DRUG ...	101-1003-48599	189.00
MARLIN LEASING CORPORATI...	42740248	09/18/2026	CLERKS OFFICE OPEN PO FY26...	101-1001-43465	249.74
MARLIN LEASING CORPORATI...	42740248	09/18/2026	CITY MANAGER OPEN PO FY2...	101-1003-43465	360.75
MARLIN LEASING CORPORATI...	42740248	09/18/2026	FINANCE OFFICE OPEN PO FY...	101-1004-43465	299.70
MARLIN LEASING CORPORATI...	42740248	09/18/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43465	599.40
MARLIN LEASING CORPORATI...	42740248	09/18/2026	PARKS DEPT OPEN PO FY26/27	101-1009-43465	249.74
MARLIN LEASING CORPORATI...	42740248	09/18/2026	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.92
QUILL CORPORATION	50215757	09/18/2026	Office Chair	101-1010-44606	179.99
QUILL CORPORATION	50215757	09/18/2026	Approval Stamp	101-1010-44606	19.43
QUILL CORPORATION	50215757	09/18/2026	Copy Stamp	101-1010-44606	11.19
SIERRA COUNTY SENTINEL	5365 - CLERK	09/18/2026	OPEN PO FOR PUBLICATIONS ...	101-1001-43740	149.90
SIERRA COUNTY SENTINEL	5370	09/18/2026	OPEN PO FOR HELP WANTED ...	101-1003-48599	442.17
SIERRA ELECTRIC CO-OP INC	5764 - 9/2/2026	09/18/2026	MIMS AREA - ELECTRIC	101-1018-43780	644.92

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA ELECTRIC CO-OP INC	5873 - 9/2/2026	09/18/2026	WA METER ROUTERS	101-1018-43780	84.54
GHD SERVICES INC.	723004054	09/18/2026	Govstack Services - Domain N...	101-1000-48599	216.75
GHD SERVICES INC.	723004054	09/18/2026	Govstack CMS - Subscription f...	101-1000-48599	4,802.10
GHD SERVICES INC.	723004054	09/18/2026	OPTIONAL: Govstack Media M...	101-1000-48599	1,137.94
ANIMAL SHELTER BANK OF A...	8/31/2026 - AS	09/18/2026	FLOOR CLEANER	101-1006-44607	4.97
ANIMAL SHELTER BANK OF A...	8/31/2026 - AS	09/18/2026	PAPER TOWELS	101-1006-44607	6.52
ANIMAL SHELTER BANK OF A...	8/31/2026 - AS	09/18/2026	SET OF 10 STORAGE CONTAIN...	101-1006-44607	10.98
ANIMAL SHELTER BANK OF A...	8/31/2026 - AS	09/18/2026	BLEACH	101-1006-44607	49.44
ANIMAL SHELTER BANK OF A...	8/31/2026 - AS	09/18/2026	20 QUART STORAGE CONTAIN...	101-1006-44607	19.72
ANIMAL SHELTER BANK OF A...	8/31/2026 - AS	09/18/2026	ZIPLOCK BAGS	101-1006-44607	5.98
ANIMAL SHELTER BANK OF A...	8/31/2026 - AS	09/18/2026	FACIAL TISSUES	101-1006-44607	5.97
COMMUNITY DEVELOPMENT ...	8/31/2026 - CD	09/18/2026	READ AI VIRTUAL MEETING AS...	101-1010-43770	180.00
CITY MANAGER BANK OF AM...	8/31/2026 - CM	09/18/2026	MEAL PER DIEM - COMMISSI...	101-1000-42310	18.66
CITY MANAGER BANK OF AM...	8/31/2026 - CM	09/18/2026	2026 NMML CONFERENCE RE...	101-1000-42720	200.00
CITY MANAGER BANK OF AM...	8/31/2026 - CM	09/18/2026	CONFERENCE REGISTRATION - ...	101-1000-42720	500.00
COMMUNITY SERVICE BANK ...	8/31/2026 - CS	09/18/2026	2026 NMML CONFERENCE RE...	101-1013-42720	200.00
FINANCE BANK OF AMERICA	8/31/2026 - FI	09/18/2026	MEALS-JH-ESTIMATE	101-1004-42310	49.81
FINANCE BANK OF AMERICA	8/31/2026 - FI	09/18/2026	LODGING-HOTEL ENCANTO-JH	101-1004-42310	462.99
FINANCE BANK OF AMERICA	8/31/2026 - FI	09/18/2026	REGISTRATION-CM	101-1004-42720	500.00
FINANCE BANK OF AMERICA	8/31/2026 - FI	09/18/2026	Registration -J.Holguin, CFO	101-1004-42720	245.00
FINANCE BANK OF AMERICA	8/31/2026 - FI	09/18/2026	REGISTRATION-JH	101-1004-42720	500.00
FINANCE BANK OF AMERICA	8/31/2026 - FI	09/18/2026	Registration- C. Mlyagishima-...	101-1004-42720	245.00
FINANCE BANK OF AMERICA	8/31/2026 - FI	09/18/2026	REG. HALF CONF. -KG	101-1004-42720	250.00
CITY MANAGER BANK OF AM...	8/31/2026 - HR	09/18/2026	OPEN PO BACKGROUND CHEC...	101-1003-48599	238.47
PARKS AND REC BANK OF AM...	8/31/2026 - PA	09/18/2026	HUSQ 20IN 455 RANCHER 2 C...	101-1009-44607	294.99
PARKS AND REC BANK OF AM...	8/31/2026 - PA	09/18/2026	CUB 54IN HI-LIFT STR-SET 2014	101-1009-44607	169.98
PARKS AND REC BANK OF AM...	8/31/2026 - PA	09/18/2026	CUB 54IN XTREME MULCH STR...	101-1009-44607	89.99
PARKS AND REC BANK OF AM...	8/31/2026 - PA	09/18/2026	HUSQ 570BT5 BACKPACK BL...	101-1009-44607	274.99
POLICE DEPARTMENT BANK O...	8/31/2026 - PD	09/18/2026	2026 NMPET CONFERENCE L...	101-1007-42310	27.47
POLICE DEPARTMENT BANK O...	8/31/2026 - PD	09/18/2026	2026 NMPET CONFERENCE R...	101-1007-42720	300.00
POLICE DEPARTMENT BANK O...	8/31/2026 - PD	09/18/2026	NMPET ANNUAL MEMBERSHIP	101-1007-43770	50.00
POLICE DEPARTMENT BANK O...	8/31/2026 - PD	09/18/2026	LODGING	101-1008-42310	273.84
POLICE DEPARTMENT BANK O...	8/31/2026 - PD	09/18/2026	FEES	101-1008-42720	300.00
TARA MANNING	9/15/2026	09/18/2026	FUEL REIMBURSEMENT	101-1006-42310	200.10
BEASLEY MITCHELL & CO LLP	90162685	09/18/2026	GENERAL/SINGLE AUDIT SERV...	101-1018-48596	5,636.28
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	CITY CLERK'S OFFICE	101-1001-41226	179.62
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	CITY MANAGER'S OFFICE	101-1003-41226	355.34
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	FINANCE / ADMIN SERVICES	101-1004-41226	358.63
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	ANIMAL SHELTER	101-1006-41226	178.32
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	POLICE DEPT	101-1007-41226	1,204.83
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	ANIMAL CONTROL	101-1008-41226	125.50
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	PARKS & RECREATION	101-1009-41226	179.95
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	105.86
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	COMMUNITY SERVICES	101-1013-41226	135.30
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	FACILITY MANAGEMENT	101-1014-41226	210.24
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	LIBRARY	101-1016-41226	241.60
LIFE LINE SCREENING OF AME...	09182026	09/24/2026	DEPOSIT REFUND FOR 9/17/26...	101-1099-34348	250.00
LENSLOCK INC	0423-260717-RNL	09/25/2026	LENSLOCK 5 YEAR EQUIPMENT...	101-1007-48598	495.00
RY CONSTRUCTION LLC	1111	09/25/2026	TAX (LABOR)	101-1000-80805	711.88
RY CONSTRUCTION LLC	1111	09/25/2026	SIDEWALK AND ADA RAMP RE...	101-1000-80805	8,500.00
TURTLEBACK PEST CONTROL I...	117130	09/25/2026	OPEN PO FOR PEST CONTROL ...	101-1014-43403	1,074.00
COPPLER LAW FIRM PC	13972	09/25/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	1,432.50
COPPLER LAW FIRM PC	13972	09/25/2026	TAX (SERVICE)	101-1000-43597	117.29
AMAZON CAPITAL SERVICES I...	16PW-4GMJ-VKL4	09/25/2026	WIRELESS KEYBOARD & MOU...	101-1003-43771	35.99
AMAZON CAPITAL SERVICES I...	16PW-4GMJ-VKL4	09/25/2026	REFILLS PLUGIN	101-1003-44606	36.81
AMAZON CAPITAL SERVICES I...	16PW-4GMJ-VKL4	09/25/2026	PARTITION FOLDERS	101-1003-44606	67.42
AMAZON CAPITAL SERVICES I...	16PW-4GMJ-VKL4	09/25/2026	COFFEE LIDS	101-1003-44606	16.15
AMAZON CAPITAL SERVICES I...	16PW-4GMJ-VKL4	09/25/2026	HAND SOAP REFILL	101-1003-44606	7.61
AMAZON CAPITAL SERVICES I...	16PW-4GMJ-VKL4	09/25/2026	COFFEE LIDS	101-1010-44606	16.14
AMAZON CAPITAL SERVICES I...	17CH-CH1V-7P41	09/25/2026	FOLDING DESK/TABLE	101-1003-43771	76.99

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I...	1MKJ-M4CT-JHLW	09/25/2026	COSVALVE 5 GAL WATER DISP...	101-1001-44606	123.49
AMAZON CAPITAL SERVICES I...	1MKJ-M4CT-JHLW	09/25/2026	EUHOMY COUNTERTOP ICE ...	101-1001-44606	179.98
SIERRA COUNTY SENTINEL	5365 - CMO	09/25/2026	OPEN PO FOR PIO NEWSPAPE...	101-1003-43740	910.35
STAPLES CONTRACT & COMM...	6074447747	09/25/2026	HP 90A BLACK STANDARD YIE...	101-1004-44606	189.77
VERIZON WIRELESS	6153493133	09/25/2026	GOVERNING BODY OPEN PO F...	101-1000-43775	119.85
VERIZON WIRELESS	6153493133	09/25/2026	CITY CLERK OPEN PO FY26/27	101-1001-43775	231.13
VERIZON WIRELESS	6153493133	09/25/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	276.84
VERIZON WIRELESS	6153493133	09/25/2026	FINANCE OPEN PO FY26/27	101-1004-43775	195.58
VERIZON WIRELESS	6153493133	09/25/2026	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	241.92
VERIZON WIRELESS	6153493133	09/25/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43775	1,033.33
VERIZON WIRELESS	6153493133	09/25/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.46
VERIZON WIRELESS	6153493133	09/25/2026	PARKS DEPT OPEN PO FY26/27	101-1009-43775	137.53
VERIZON WIRELESS	6153493133	09/25/2026	COMMUNITY DEVELOPEMENT...	101-1010-43775	43.21
VERIZON WIRELESS	6153493133	09/25/2026	FACILITIES MAINT OPEN PO F...	101-1014-43775	100.63
VERIZON WIRELESS	6153493133	09/25/2026	LIBRARY OPEN PO FY26/27	101-1016-43775	118.34
TESTONS FREEWAY CHEVRON	7004	09/25/2026	OPEN PO DRAWDOWN FOR F...	101-1006-43316	181.23
TESTONS FREEWAY CHEVRON	7006	09/25/2026	OPEN PO DRAWDOWN FOR F...	101-1009-43316	1,416.89
TESTONS FREEWAY CHEVRON	7010	09/25/2026	OPEN PO DRAWDOWN FOR F...	101-1013-43316	214.42
CITY UTILITIES	9/10 & 9/15/26	09/25/2026	WATER DEPT CYCLE A & B UTIL...	101-1018-43780	248.83
CITY UTILITIES	9/10 & 9/15/26	09/25/2026	GOLF COURSE CYCLE A & B UT...	101-1018-43780	1,632.52
CITY UTILITIES	9/10 & 9/15/26	09/25/2026	WASTE WATER DEPT CYCLE A...	101-1018-43780	1,872.36
CITY UTILITIES	9/10 & 9/15/26	09/25/2026	GENERAL CYCLE A & B UTILITI...	101-1018-43780	5,460.04
CITY UTILITIES	9/10 & 9/15/26	09/25/2026	ELECTRIC DEPT CYCLE A & B U...	101-1018-43780	227.08
CITY UTILITIES	9/10 & 9/15/26	09/25/2026	CEMETERY CYCLE A & B UTILIT...	101-1018-43780	1,484.92
CITY UTILITIES	9/14/2026	09/25/2026	ELECTRIC DEPT LANDFILL	101-1018-43780	84.53
GRAINGER INC	9083787870	09/25/2026	GASKET, RUBBER	101-1014-44607	9.50
GRAINGER INC	9083787870	09/25/2026	VACUUM BREAKER REPAIR KIT	101-1014-44607	22.75
GRAINGER INC	9083787870	09/25/2026	SPUD, BRASS, UNIVERSAL	101-1014-44607	67.85
GRAINGER INC	9083787870	09/25/2026	HANDLE ASSEMBLY	101-1014-44607	85.38
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	CITY CLERK'S OFFICE	101-1001-41226	179.62
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	CITY MANAGER'S OFFICE	101-1003-41226	362.74
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	FINANCE / ADMIN SERVICES	101-1004-41226	358.63
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	ANIMAL SHELTER	101-1006-41226	178.32
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	POLICE DEPT	101-1007-41226	1,343.53
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	ANIMAL CONTROL	101-1008-41226	125.50
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	PARKS & RECREATION	101-1009-41226	179.95
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	105.86
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	COMMUNITY SERVICES	101-1013-41226	140.38
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	FACILITY MANAGEMENT	101-1014-41226	218.42
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	LIBRARY	101-1016-41226	241.60
WORKQUEST DBA HORIZONS ...	SINV053334	09/25/2026	95 GALLON RENTAL	101-1004-43999	5.08
WORKQUEST DBA HORIZONS ...	SINV053338	09/25/2026	95 GALLON RENTAL	101-1004-43999	5.08

Fund 101 - General Total: 219,164.19

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	09012026	09/10/2026	OPEN PO HOLDING OF ARRES...	201-1903-48710	2,420.00
SIERRA VISTA HOSPITAL SIERR...	9/10/2026	09/18/2026	MEDICAL CLEARANCES FOR A...	201-1903-48598	165.20

Fund 201 - Corrections Total: 2,585.20

Fund: 209 - Fire

AMAZON CAPITAL SERVICES I...	1DQ4-T6YP-WXJ7	09/04/2026	WORKSTATION DESK	209-1603-43999	238.01
DOCUMENT SOLUTION INC	429309	09/04/2026	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	106.86
GENERAL FUND	9/1/2026	09/04/2026	STATE FIRE ADMIN DUE TO G...	209-1603-47595	30,000.00
EMERGENCY SERVICES MARK...	INV25367	09/04/2026	INCIDENTS ABOVE BASE PACK...	209-1603-43815	41.00
EMERGENCY SERVICES MARK...	INV25367	09/04/2026	IAMRESPONDING BASE PACK...	209-1603-43815	849.00
XEROX CORP OLD	026219028	09/10/2026	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
T OR C HARDWARE INC	187889/6	09/10/2026	OPEN PO DRAWDOWN FOR FD...	209-1603-47405	25.41
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	SHIPPING/EXTRA FEES	209-1603-43999	29.97
AMAZON CAPITAL SERVICES I...	1H4K-VDVC-PF37	09/10/2026	DESK	209-1603-43999	139.99
CITY UTILITIES	8/27 & 8/20/26	09/10/2026	FIRE DEPT CYCLE C & D UTILITI...	209-1603-43780	547.47
RONALD W HOSKINS JR DBA ...	9/4/2026	09/10/2026	LIT RONNIE WIRE IN 12 VOLT ...	209-1603-47420	170.00
RONALD W HOSKINS JR DBA ...	9/4/2026	09/10/2026	LIT PAUL REMOVE AND REPLA...	209-1603-47420	255.00

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RONALD W HOSKINS JR DBA ...	9/4/2026	09/10/2026	TAX (LABOR)	209-1603-47420	35.60
MUNICIPAL EMERGENCY SERV...IN2576835		09/10/2026	SHIPPING COST	209-1603-44607	925.00
MUNICIPAL EMERGENCY SERV...IN2576835		09/10/2026	BRACKET HD VEHICLE, 5" CYLI...	209-1603-44607	240.00
MUNICIPAL EMERGENCY SERV...IN2577014		09/10/2026	M1X FIREFIT GAUNTLET GLOVE	209-1603-44615	380.00
MUNICIPAL EMERGENCY SERV...IN2577014		09/10/2026	SHIPPING	209-1603-44615	165.00
MUNICIPAL EMERGENCY SERV...IN2577014		09/10/2026	RUBBER HELMET STRAP	209-1603-44615	105.00
MUNICIPAL EMERGENCY SERV...IN2577121		09/10/2026	FDXL200 RED LEATHER STRUC...	209-1603-44615	515.00
MUNICIPAL EMERGENCY SERV...IN2577121		09/10/2026	FDXL200 RED LEATHER STRUC...	209-1603-44615	515.00
MUNICIPAL EMERGENCY SERV...IN2577121		09/10/2026	FDXL200 RED LEATHER STRUC...	209-1603-44615	515.00
MUNICIPAL EMERGENCY SERV...IN2577217		09/10/2026	REDZONE PARTICULATE HOOD..	209-1603-44615	3,375.00
MUNICIPAL EMERGENCY SERV...IN2579937		09/10/2026	SUSPENDERS DYNAFIT SNAP ...	209-1603-44615	68.00
MUNICIPAL EMERGENCY SERV...IN2579937		09/10/2026	CUSTOM HFRP HONEYWELL H...	209-1603-44615	82.00
MUNICIPAL EMERGENCY SERV...IN2579937		09/10/2026	CUSTOM HFRP HONEYWELL S...	209-1603-44615	35.00
MUNICIPAL EMERGENCY SERV...IN2579937		09/10/2026	PADDING ADDED TO SUSPEN...	209-1603-44615	7.00
MUNICIPAL EMERGENCY SERV...IN2581476		09/10/2026	CUSTOM BULLARD FRONT	209-1603-44615	90.00
MUNICIPAL EMERGENCY SERV...IN2582509		09/10/2026	SURVIVOR X ALKALINE FLASHL...	209-1603-44615	2,400.00
WINDSTREAM CORPORATION	100377628 - 9/16/26	09/18/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43775	145.27
MARLIN LEASING CORPORATI...	42740248	09/18/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43465	249.74
CITY MANAGER BANK OF AM...	8/31/2026 - FD	09/18/2026	4.6 CU. FT. GE HIGH-EFFICIEN...	209-1603-43999	569.00
CITY MANAGER BANK OF AM...	8/31/2026 - FD	09/18/2026	7.2 CU. FT. VENTED ELECTRIC ...	209-1603-43999	569.00
CITY MANAGER BANK OF AM...	8/31/2026 - FD	09/18/2026	DELIVERY & ESTIMATED TAXES	209-1603-43999	143.06
CITY MANAGER BANK OF AM...	8/31/2026 - FD	09/18/2026	M925 STAINLESS STEEL WASH...	209-1603-43999	36.98
CITY MANAGER BANK OF AM...	8/31/2026 - FD	09/18/2026	DRYER POWER CORD - REQUI...	209-1603-43999	28.48
ADVANCED BUILDING SOLUTI...	9/3/2026	09/18/2026	N. FIRE STATION CONCRETE P...	209-1603-47405	15,810.00
ADVANCED BUILDING SOLUTI...	9/3/2026	09/18/2026	TAX (LABOR)	209-1603-47405	1,324.09
AMAZON CAPITAL SERVICES I...	16PW-4GMJ-VKL4	09/25/2026	26.4QT PORTABLE COOLER	209-1603-43999	679.60
LYNNS LANDSCAPE	3631	09/25/2026	OPEN PO FOR CLEAN UP FIRE ...	209-1603-47415	525.62
VERIZON WIRELESS	6153493133	09/25/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43775	123.26
TESTONS FREEWAY CHEVRON	7007	09/25/2026	OPEN PO DRAWDOWN FOR G...	209-1603-43316	341.61
CITY UTILITIES	9/10 & 9/15/26	09/25/2026	FIRE DEPT CYCLE A & B UTILITI...	209-1603-43780	653.29
MUNICIPAL EMERGENCY SERV...IN2583798		09/25/2026	Compressor Calibration	209-1603-44615	50.00
MUNICIPAL EMERGENCY SERV...IN2583798		09/25/2026	CF-1000-Qrt Quarts Hi Temp S...	209-1603-44615	108.88
MUNICIPAL EMERGENCY SERV...IN2583798		09/25/2026	Air Sample (RA01)	209-1603-44615	350.00
MUNICIPAL EMERGENCY SERV...IN2583798		09/25/2026	BREATHING AIR SERVICE CALL	209-1603-44615	250.00
MUNICIPAL EMERGENCY SERV...IN2583798		09/25/2026	SERVICE LABOR - ANNUAL SVC...	209-1603-44615	500.00
MUNICIPAL EMERGENCY SERV...IN2583798		09/25/2026	SCBA REPAIR - ESTIMATE TO ...	209-1603-44615	1,026.40
MUNICIPAL EMERGENCY SERV...IN2583798		09/25/2026	SCBA FLOW TEST	209-1603-44615	2,275.00
MUNICIPAL EMERGENCY SERV...IN2583798		09/25/2026	ENERGIZER INDUSTRIAL ALK AA	209-1603-44615	145.80
Fund 209 - Fire Total:					68,012.01
Fund: 211 - Law Enforce Prot					
THE LINE LLC	819261	09/10/2026	OPEN FOR UNIFORMS&EQUI...	211-2003-44573	419.76
THE LINE LLC	909262	09/18/2026	OPEN FOR UNIFORMS&EQUI...	211-2003-44573	432.98
THE LINE LLC	909263	09/18/2026	OPEN FOR UNIFORMS&EQUI...	211-2003-44573	484.28
THE LINE LLC	94262	09/18/2026	OPEN FOR UNIFORMS&EQUI...	211-2003-44573	19.90
AMAZON CAPITAL SERVICES I...	IHTY-6K3D-KGWP	09/18/2026	BROTHER PRINTER CHARGERS	211-2003-44607	69.95
THE LINE LLC	922264	09/25/2026	OPEN FOR UNIFORMS&EQUI...	211-2003-44573	39.80
Fund 211 - Law Enforce Prot Total:					1,466.67
Fund: 214 - Lodgers Tax					
T OR C HARDWARE INC	188031/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	53.97
T OR C HARDWARE INC	188264/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	23.99
T OR C HARDWARE INC	188311/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	20.93
T OR C HARDWARE INC	188317/6	09/10/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	34.31
GERONIMO TRAIL SCENIC BY...	9/5/2026	09/10/2026	GERONIMO TRAIL SCENIC 8Y...	214-2540-60725	466.66
SUNNY 505	005077	09/18/2026	NM GRT	214-2560-60725	920.32
SUNNY 505	005077	09/18/2026	FY 26/27 CITY ADVERTISING &...	214-2560-60725	4,826.47
RUANNA WALDRUM	3 - 0001888	09/18/2026	SCRTAB 26/27 ANNUAL TOURI...	214-2560-60725	926.51
SIERRA AUTO PARTS LLC	349648	09/18/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	494.85
TURNER ELECTRIC MOTOR INC	86309	09/18/2026	BALDOR MOTOR/GRUNDFOS ...	214-2503-44608	750.00
TURNER ELECTRIC MOTOR INC	86309	09/18/2026	BALDOR MOTOR/GRUNDFOS ...	214-2503-44608	675.00
TURNER ELECTRIC MOTOR INC	86309	09/18/2026	TAX ON LABOR	214-2503-44608	56.63

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	LODGERS TAX	214-2503-41226	55.82
VERIZON WIRELESS	6153493133	09/25/2026	PUBLIC INFORMATION OPEN ...	214-2540-43775	61.91
INTEGRATED ENVIRONMENTA...618		09/25/2026	GERONIMO TRAIL SCENIC BY...	214-2540-60725	2,000.00
MAINSTREET TRUTH OR CONS...9/04/2026		09/25/2026	TALON SEPTIC	214-2540-60725	325.50
MAINSTREET TRUTH OR CONS...9/04/2026		09/25/2026	MUSICIANS	214-2540-60725	1,500.00
MAINSTREET TRUTH OR CONS...9/04/2026		09/25/2026	ADMIN SERVICES	214-2540-60725	850.00
MAINSTREET TRUTH OR CONS...9/04/2026		09/25/2026	KSNM ADVERTISEMENT	214-2540-60725	330.00
MAINSTREET TRUTH OR CONS...9/04/2026		09/25/2026	SENTINEL ADS	214-2540-60725	227.59
MAINSTREET TRUTH OR CONS...9/4/2026		09/25/2026	ADMIN SERVICES	214-2540-60725	850.00
MAINSTREET TRUTH OR CONS...9/4/2026		09/25/2026	SENTINEL AD	214-2540-60725	455.18
MAINSTREET TRUTH OR CONS...9/4/2026		09/25/2026	TALON SEPTIC	214-2540-60725	325.50
MAINSTREET TRUTH OR CONS...9/4/2026		09/25/2026	KSNM ADVERTISEMENT	214-2540-60725	210.00
MAINSTREET TRUTH OR CONS...9/4/2026		09/25/2026	MUSICIANS	214-2540-60725	1,900.00
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	LODGERS TAX	214-2503-41226	55.82
Fund 214 - Lodgers Tax Total:					18,396.96
Fund: 216 - Muni Street					
T OR C HARDWARE INC	188173/6	09/10/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	25.13
T OR C HARDWARE INC	188208/6	09/10/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	18.93
MARLIN LEASING CORPORATI...	42731816	09/18/2026	STREET DEPT OPEN PO FY26/...	216-4503-43465	204.43
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	STREET DEPT	216-4503-41226	235.27
SANCO OIL LLC	2379	09/25/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	159.23
SANCO OIL LLC	2385	09/25/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	507.36
SANCO OIL LLC	2386	09/25/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	230.82
SANCO OIL LLC	2387	09/25/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	105.92
SANCO OIL LLC	2393	09/25/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	229.75
VERIZON WIRELESS	6153493133	09/25/2026	STREETS DEPT OPEN PO FY26/...	216-4503-43775	169.08
TESTONS FREEWAY CHEVRON	7005	09/25/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	1,023.13
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	STREET DEPT	216-4503-41226	235.27
Fund 216 - Muni Street Total:					3,144.32
Fund: 294 - State Library					
DOCUMENT SOLUTION INC	429309	09/04/2026	LIBRARY SHARP OVERAGE OP...	294-5003-60834	36.01
MARLIN LEASING CORPORATI...	42740248	09/18/2026	LIBRARY OPEN PO FY26/27	294-5003-60834	324.66
Fund 294 - State Library Total:					360.67
Fund: 295 - Muni Pool					
AMAZON CAPITAL SERVICES I...	1Q9R-LRJ1-DCHP	09/18/2026	BATH TISSUE	295-4803-44607	53.70
AMAZON CAPITAL SERVICES I...	1YWG-K14P-P7FT	09/18/2026	CATCHMASTER STICKY MOUSE...	295-4803-44607	31.03
AMAZON CAPITAL SERVICES I...	1YWG-K14P-P7FT	09/18/2026	BAMBOO BATH MAT	295-4803-44607	49.00
AMAZON CAPITAL SERVICES I...	1YWG-K14P-P7FT	09/18/2026	CENTER PULL PAPER TOWELS	295-4803-44607	56.25
MARLIN LEASING CORPORATI...	42740248	09/18/2026	POOL OPEN PO FY26/27	295-4803-43465	49.96
VERIZON WIRELESS	6153493133	09/25/2026	POOL OPEN PO FY26/27	295-4803-43775	68.45
Fund 295 - Muni Pool Total:					308.39
Fund: 296 - PD GRT					
AMAZON CAPITAL SERVICES I...	133Y-P7YG-HDYY	09/04/2026	THERMAL PAPER ROLLS FOR ...	296-2403-43999	220.86
STORMS CAR WASH LLC	20260829	09/10/2026	CAR WASH VOUCHERS FOR PD...	296-2403-43999	1,200.00
NM DEPT OF PUBLIC SAFETY T...	2027-A054	09/10/2026	MASTER INSTRUCTOR CERTIFI...	296-2403-48598	10.00
SIRCHIE ACQUISITION CO LLC	0753448-IN	09/18/2026	BACK ORDERED METH KITS	296-2403-43999	229.12
POLICE DEPARTMENT BANK O...	8/31/2026 - PD	09/18/2026	2026 NMML ANNUAL CONFE...	296-2403-43999	500.00
POLICE DEPARTMENT BANK O...	8/31/2026 - PD	09/18/2026	FIREARM HOLSTER FOR OFFIC...	296-2403-43999	221.63
POLICE DEPARTMENT BANK O...	8/31/2026 - PD	09/18/2026	BOUNCIE GPS DEVICE SERVICE	296-2403-48598	171.94
Fund 296 - PD GRT Total:					2,553.55
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	114073	09/04/2026	OPEN PO BEST FRIENDS MEDI...	299-7051-48710	178.82
ARENAS VALLEY ANIMAL CLIN...	114337	09/04/2026	DPEN PO BEST FRIENDS MEDI...	299-7051-48710	1,042.03
ARENAS VALLEY ANIMAL CLIN...	114780	09/04/2026	OPEN PO FOR STATE SPAY/NE...	299-7067-48598	5,965.09
AMAZON CAPITAL SERVICES I...	1PV1-6PH7-YGFQ	09/04/2026	STORAGE CONTAINER (2 PACK)	299-7073-44607	119.80
AMAZON CAPITAL SERVICES I...	1JRH-DVWC-NTMV	09/18/2026	SHIPPING	299-7073-44607	53.00
AMAZON CAPITAL SERVICES I...	1JRH-DVWC-NTMV	09/18/2026	CUSTOM TABLE CLOTH	299-7073-44607	26.98
AMAZON CAPITAL SERVICES I...	1QFQ-N93V-13VR	09/18/2026	WASHER DRAIN PAN	299-7073-44607	8.99
AMAZON CAPITAL SERVICES I...	1QFQ-N93V-13VR	09/18/2026	WASHING MACHINE CLEANER	299-7073-44607	9.61

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	BUNGEE CORDS	299-7073-44607	10.06
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	CELLOPHANE BAGS	299-7073-44607	6.99
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	DOG POOP BAG HOLDER	299-7073-44607	53.99
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	KEYCHAINS	299-7073-44607	46.53
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	ANIMAL STICKERS	299-7073-44607	9.99
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	SHIPPING	299-7073-44607	7.12
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	PAW PRINT BRACELETS	299-7073-44607	17.99
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	PAW PRINT GIFT BAGS	299-7073-44607	13.69
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	DONATION BOX	299-7073-44607	12.79
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	PRESSURE WASHER GUN	299-7073-44607	53.39
AMAZON CAPITAL SERVICES I...	1V6C-KT1R-JC9K	09/18/2026	SIGN HOLDER (6 PACK)	299-7073-44607	21.30
Fund 299 - SPECIAL REVENUE FUNDS Total:					7,658.16
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724 - 9/16/26	09/18/2026	VETERANS WALL OPEN PO FY...	303-4703-43775	300.35
Fund 303 - Vet Wall Total:					300.35
Fund: 314 - CDBG					
WILSON & COMPANY INC ENG...	149743	09/25/2026	CHANGE ORDER 1	314-8603-48598	515.74
WILSON & COMPANY INC ENG...	149743	09/25/2026	CDBG WATER METER REPLAC...	314-8603-48598	733.84
WILSON & COMPANY INC ENG...	151216	09/25/2026	CDBG WATER METER REPLAC...	314-8603-48598	88.53
WILSON & COMPANY INC ENG...	151216	09/25/2026	CHANGE ORDER 1	314-8603-48598	1,161.05
Fund 314 - CDBG Total:					2,499.16
Fund: 321 - WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY INC ENG...	152852	09/10/2026	WA SYSTEM PERFORMANCE I...	321-7017-80860	31,450.15
SMITHCO CONSTRUCTION INC	3 - 7/27/2026	09/10/2026	CONSTRUCTION SERVICES WS...	321-7017-80860	758,094.68
Fund 321 - WATER SYSTEM IMPROVEMENTS Total:					789,544.83
Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY INC ENG...	154317	09/04/2026	WFP-6323 GRANT	360-7048-80860	37,399.86
WILSON & COMPANY INC ENG...	154322	09/04/2026	PERSHING/SILVER WA IMPRO...	360-7044-80860	42,239.31
BOHANNAN HUSTON INC	83504	09/04/2026	CIF-6442 MATCH AMOUNT B...	360-7045-45600	890.01
BOHANNAN HUSTON INC	83504	09/04/2026	BAR SCREEN DESIGN/CONSTR...	360-7045-80860	8,010.09
LANDIS+GYR TECHNOLOGY INC	90434795	09/04/2026	WATER AMI PROJECT DELIVER...	360-7044-45600	29,900.00
Fund 360 - NMFA PROJECTS Total:					118,439.27
Fund: 380 - OTHER STATE FUNDED PROJECTS					
BOHANNAN HUSTON INC	83504	09/04/2026	WWTP IMPROVEMENTS	380-7064-80860	20,766.91
J & H SERVICES INC	7 - 8/6/2026	09/10/2026	SHOVEL READY - INFRASTRUCT...	380-7034-80860	304,715.61
SOMOS SOLAR INC	008	09/18/2026	GENERAL CONDITIONS	380-7058-80860	7,605.98
SOMOS SOLAR INC	008	09/18/2026	PROCUREMENT AND CONSTR...	380-7058-80860	36,469.88
SOMOS SOLAR INC	008	09/18/2026	ELECTRICAL	380-7058-80860	47,545.87
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					417,104.25
Fund: 403 - Pledge State DEBT SERVICE					
BANK OF THE SOUTHWEST	8/31/2026	09/04/2026	INTEREST PAYMENTS WISPI 2...	403-1203-90910	11,274.31
NEW MEXICO FINANCE AUTH...	9/1/2026	09/04/2026	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	9/1/2026	09/04/2026	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTH...	9/1/2026	09/04/2026	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,222.89
NEW MEXICO FINANCE AUTH...	9/1/2026	09/04/2026	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,579.33
NEW MEXICO FINANCE AUTH...	9/1/2026	09/04/2026	NMFA DW-4794 MONTHLY D...	403-1203-90910	118.57
BANK OF THE SOUTHWEST	9/23/2026	09/25/2026	INTEREST PAYMENTS WISPI 2...	403-1203-90910	12,761.27
Fund 403 - Pledge State DEBT SERVICE Total:					50,245.71
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
DOCUMENT SOLUTION INC	429309	09/04/2026	UTILITY OFFICE SHARP OVERA...	502-3601-43465	32.16
XEROX CORP OLD	026219027	09/10/2026	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	331.46
WEX BANK	114840256 - UT	09/18/2026	OPEN PO DRAWDOWN FOR G...	502-3601-43316	72.66
PITNEY BOWES INC	3323135668	09/18/2026	UTILITY OFFICE PITNEY BOWES..	502-3601-43770	639.99
PITNEY BOWES INC	3323193853	09/18/2026	UTILITY OFFICE PITNEY BOWES..	502-3601-43770	3,788.31
MARLIN LEASING CORPORATI...	42740248	09/18/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43465	399.62
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	UTILITY OFFICE	502-3601-41226	225.53
VERIZON WIRELESS	6153493133	09/25/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43775	166.56
SPECTRUM NEW MEXICO LLC ...	IC-26-16448	09/25/2026	10,000 #10 WINDOW &10,000..	502-3601-43740	2,600.00

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	UTILITY OFFICE	502-3601-41226	250.00
MRSP LLC	SPMR4608	09/25/2026	UTILITY PORTION SPMR 26/27	502-3601-43770	2,266.43
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					10,772.72

Fund: 503 - Electric

CONSOLIDATED ELECTRICAL D...	0146-1151624	09/04/2026	FRT	503-3702-44607	37.42
CONSOLIDATED ELECTRICAL D...	0146-1151939	09/04/2026	1Z1008520326246660	503-3702-44607	40.15
CONSOLIDATED ELECTRICAL D...	0146-1151939	09/04/2026	TRASP (4100SK)	503-3702-44607	130.12
CONSOLIDATED ELECTRICAL D...	0146-1151939	09/04/2026	TRASP (SPM4100)	503-3702-44607	802.40
DOCUMENT SOLUTION INC	429309	09/04/2026	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	1.97
WESTERN UNITED ELECTRIC	6183390	09/04/2026	FRIEGHT	503-3702-44607	50.00
WESTERN UNITED ELECTRIC	6183390	09/04/2026	UFLD-L-CA4-370-740-U-66-Y...	503-3702-44607	2,780.00
LANDIS+GYR TECHNOLOGY INC	90436011	09/04/2026	L&G SAAS OPEN PO 26/27	503-3702-43770	1,860.00
TRIPLE H SOLAR LLC	0432	09/10/2026	TRIPLE H SOLAR OPEN PO FY 2...	503-3702-48598	2,720.00
T OR C HARDWARE INC	188083/6	09/10/2026	CABLE TIE ASST 500PK	503-3702-44606	29.96
T OR C HARDWARE INC	188083/6	09/10/2026	ELECTRICAL TAPE 66' GRN	503-3702-44606	22.73
T OR C HARDWARE INC	188083/6	09/10/2026	CEMENT PVC 32OZ CLR	503-3702-44606	18.52
T OR C HARDWARE INC	188083/6	09/10/2026	PRIMER CPVC/PVC 32OZ PRP	503-3702-44606	14.65
T OR C HARDWARE INC	188083/6	09/10/2026	HITCH PIN & CLIP ZINC 2"	503-3702-44606	3.48
T OR C HARDWARE INC	188083/6	09/10/2026	LINZERCHIP BRUSH SET 6PC	503-3702-44606	3.30
T OR C HARDWARE INC	188083/6	09/10/2026	ELECTRICAL TAPE 66' WHT	503-3702-44606	22.73
T OR C HARDWARE INC	188083/6	09/10/2026	ELECTRICAL TAPE 66' YLW	503-3702-44606	22.73
T OR C HARDWARE INC	188083/6	09/10/2026	ELECTRICAL TAPE 66' RED	503-3702-44606	22.73
T OR C HARDWARE INC	188083/6	09/10/2026	GRADE WOOD STAKE 1X2X18"	503-3702-44606	29.86
T OR C HARDWARE INC	188083/6	09/10/2026	TRI-BALL MOUNT BLK/SLV	503-3702-44606	72.40
T OR C HARDWARE INC	188083/6	09/10/2026	MOTOMIX 1 GAL	503-3702-44606	74.30
T OR C HARDWARE INC	188083/6	09/10/2026	CLEANR ELECTRONIC QD11OZ	503-3702-44606	109.04
T OR C HARDWARE INC	188083/6	09/10/2026	WOODCUTTER B&C OIL GAL (...)	503-3702-44606	44.58
T OR C HARDWARE INC	188083/6	09/10/2026	ELECTRICAL TAPE 66' BLU	503-3702-44606	22.73
TRI STATE GENERATION & TR...	1083000	09/18/2026	OPEN PO DRAWDOWN (FY 26...	503-3702-50795	43,199.27
MARLIN LEASING CORPORATI...	42740248	09/18/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43465	124.88
VERIZON WIRELESS	6152571345	09/18/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43775	57.63
WESTERN UNITED ELECTRIC	6184578	09/18/2026	TAP04CUSOL-06 TAP WIRE #4 ...	503-3702-44607	2,040.00
SIERRA ELECTRIC CO-OP INC	716800 - 9/10/2026	09/18/2026	OPEN PO DRAWDOWN FOR FY...	503-3702-50795	479,450.23
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	ELECTRIC DEPT	503-3702-41226	420.19
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	PUBLIC WORKS	503-3702-41226	42.31
BOOT BARN	038657	09/25/2026	ARIAT MENS FR LONG SLEEVE...	503-3702-42620	512.94
BOOT BARN	038657	09/25/2026	ARIAT MENS FR LONG SLEEVE...	503-3702-42620	431.70
BOOT BARN	038657	09/25/2026	ARIAT MENS FR LONG SLEEVE...	503-3702-42620	431.70
VERIZON WIRELESS	6153493133	09/25/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43775	241.04
TESTONS FREEWAY CHEVRON	7008	09/25/2026	GAS/DIESEL PURCHASES- OPE...	503-3702-43316	1,769.72
VILLAGE OF WILLIAMSBURG	9/23/2026	09/25/2026	FRANCHISE TAX FY 2026 -2027...	503-3702-45796	6,300.97
WESTERN AREA POWER ADM...	JJPB1798A0826	09/25/2026	OPEN PO DRAWDOWN FOR FY...	503-3702-50795	43,225.15
GOLDMAN SACHS RENEWABL...	NM-14-015A-202608-01	09/25/2026	OPEN PO DRAWDOWN (FY 26...	503-3702-50795	14,894.33
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	ELECTRIC DEPT	503-3702-41226	420.19
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	PUBLIC WORKS	503-3702-41226	42.31

Fund 503 - Electric Total: 602,540.36

Fund: 504 - Water

JESSE COLE	090126	09/04/2026	JESSE COLE CONTRACT FOR ...	504-3803-48598	826.36
UNIFIRST HOLDINGS INC DBA ...	2880399729	09/04/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	33.47
UNIFIRST HOLDINGS INC DBA ...	2880402100	09/04/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	33.47
UNIFIRST HOLDINGS INC DBA ...	2880405320	09/04/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	79.05
UNIFIRST HOLDINGS INC DBA ...	2880407436	09/04/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	78.43
UNIFIRST HOLDINGS INC DBA ...	2880409694	09/04/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	61.46
UNIFIRST HOLDINGS INC DBA ...	2880412055	09/04/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	61.46
BULLOCKS INC	0760	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.15
BULLOCKS INC	1693	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.15
T OR C HARDWARE INC	187868/6	09/10/2026	OPEN PO FOR HARDWARE (A...	504-3803-44607	16.04
T OR C HARDWARE INC	188126/6	09/10/2026	OPEN PO FOR HARDWARE (A...	504-3803-44607	184.00
T OR C HARDWARE INC	188192/6	09/10/2026	OPEN PO FOR HARDWARE (A...	504-3803-44607	3.19
T OR C HARDWARE INC	188194/6	09/10/2026	OPEN PO FOR HARDWARE (A...	504-3803-44607	3.05

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T OR C HARDWARE INC	188215/6	09/10/2026	OPEN PO FOR HARDWARE (A...	504-3803-44607	25.99
T OR C HARDWARE INC	188244/6	09/10/2026	OPEN PO FOR HARDWARE (A...	504-3803-44607	16.97
T OR C HARDWARE INC	188307/6	09/10/2026	OPEN PO FOR HARDWARE (A...	504-3803-44607	138.39
AMAZON CAPITAL SERVICES I...	1L93-YQ3W-T4T3	09/10/2026	INVISIBLE TAPE	504-3803-44606	9.65
BULLOCKS INC	2036	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.15
SANCO OIL LLC	2369	09/10/2026	OPEN PO FOR WATER FUEL (F...	504-3803-43316	123.23
SANCO OIL LLC	2372	09/10/2026	OPEN PO FOR WATER FUEL (F...	504-3803-43316	89.23
SANCO OIL LLC	2380	09/10/2026	OPEN PO FOR WATER FUEL (F...	504-3803-43316	109.57
UNIFIRST HOLDINGS INC DBA ...	2880414973	09/10/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	62.09
BULLOCKS INC	2948	09/10/2026	OPEN PO FOR WATER	504-3803-44607	74.43
BULLOCKS INC	3659	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.15
BULLOCKS INC	3880	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	3.59
BULLOCKS INC	4311	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.15
BULLOCKS INC	5084	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.39
BULLOCKS INC	5188	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.39
BULLOCKS INC	5506	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.39
BULLOCKS INC	5584	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.39
BULLOCKS INC	5893	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.39
BULLOCKS INC	6114	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.39
BULLOCKS INC	6431	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	13.79
BULLOCKS INC	7119	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.39
BULLOCKS INC	7313	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	8.89
BULLOCKS INC	7783	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.39
BULLOCKS INC	7868	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	504-3803-44607	2.39
MAULDIN DRILLING LLC	8697	09/10/2026	TAX	504-3803-47421	804.00
MAULDIN DRILLING LLC	8697	09/10/2026	GRUNDFOS PUMP END	504-3803-47421	8,450.00
MAULDIN DRILLING LLC	8697	09/10/2026	60 HP 460 VOLT 3-PHASE MO...	504-3803-47421	8,200.00
MAULDIN DRILLING LLC	8697	09/10/2026	SPLICE KIT & BREAK OFF PLUG	504-3803-47421	104.00
MAULDIN DRILLING LLC	8697	09/10/2026	240FT 4/3 W GROUND SUB W...	504-3803-47421	5,300.00
MAULDIN DRILLING LLC	8697	09/10/2026	PULL PUMP	504-3803-47421	4,800.00
MAULDIN DRILLING LLC	8697	09/10/2026	INSTALLATION OF EQUIPMENT	504-3803-47421	4,800.00
BAKER UTILITY SUPPLY CORP	INV347734	09/10/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	4,041.10
BAKER UTILITY SUPPLY CORP	INV347735	09/10/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	3,645.00
BAKER UTILITY SUPPLY CORP	INV347736	09/10/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	783.00
WEX BANK	114840256 - WA	09/18/2026	OPEN PO FOR WATER FUEL (F...	504-3803-43316	1,329.30
AMAZON CAPITAL SERVICES I...	1PLK-VNRJ-XPLQ	09/18/2026	SHIPPING & HANDLING	504-3803-44607	6.99
AMAZON CAPITAL SERVICES I...	1PLK-VNRJ-XPLQ	09/18/2026	PHONE SCREEN PROTECTORS	504-3803-44607	8.54
AMAZON CAPITAL SERVICES I...	1PLK-VNRJ-XPLQ	09/18/2026	40 PC MINI MAGNETS	504-3803-44607	6.99
UNIFIRST HOLDINGS INC DBA ...	2880417004	09/18/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	61.46
MARLIN LEASING CORPORATI...	42740248	09/18/2026	WATER DEPT OPEN PO FY26/...	504-3803-43465	49.96
TAXATION AND REVENUE	9/15/2026	09/18/2026	WATER CONSERVATION FEE FY...	504-3803-43797	1,344.39
BOOT BARN	INV00657135	09/18/2026	BOOTS FOR CHARLES ADKINS	504-3803-44615	233.95
BOOT BARN	INV00657136	09/18/2026	BOOTS FOR LOUIS RUDDER	504-3803-44615	200.00
BOOT BARN	INV00657137	09/18/2026	PANTS FOR LOUIS RUDDER	504-3803-42620	264.00
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	WATER DEPT	504-3803-41226	322.80
PVS DX INC	RE7015595-26	09/18/2026	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
UNIFIRST HOLDINGS INC DBA ...	2880419478	09/25/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	67.39
VERIZON WIRELESS	6153493133	09/25/2026	WATER DEPT OPEN PO FY26/...	504-3803-43775	247.81
VILLAGE OF WILLIAMSBURG	9/23/2026	09/25/2026	FRACHISE TAX FY 2024-2025 -...	504-3803-45796	1,312.08
BOOT BARN	INV00659667	09/25/2026	BOOTS FOR SARAH TORRES	504-3803-44615	169.99
BAKER UTILITY SUPPLY CORP	INV348067	09/25/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	203.20
BAKER UTILITY SUPPLY CORP	INV348068	09/25/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	12.70
BARTOO SAND & GRAVEL INC	M62337	09/25/2026	CONCRETE BLOCKS FOR UPPER...	504-3803-47415	2,500.00
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	WATER DEPT	504-3803-41226	322.80
CHRISTOPHER TODD THOMAS ..	UOCP-4073311 REIMBURSEM...	09/25/2026	CHRISTOPHER THOMAS WS3 ...	504-3803-42720	30.00
Fund 504 - Water Total:					51,809.51
Fund: 505 - Solid Waste					
CITY OF LAS CRUCES	119239	09/04/2026	SCSWA WASTE DISPOSAL	505-3904-45601	53,046.05
AMAZON CAPITAL SERVICES I...	14GT-P6H6-G4LY	09/04/2026	(2) 50ROLL CASE OF THERMAL...	505-3904-44606	54.99
AMAZON CAPITAL SERVICES I...	14GT-P6H6-G4LY	09/04/2026	(6) TRU RED COLOR PRINTER ...	505-3904-44606	229.44

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I...	14GT-P6H6-G4LY	09/04/2026	(1) ALUF PLASTICS-3PLY TRASH...	505-3904-44607	172.64
AMAZON CAPITAL SERVICES I...	14GT-P6H6-G4LY	09/04/2026	(1)DIAL PROF.BAS HYP LIQ HA...	505-3904-44607	69.78
AMAZON CAPITAL SERVICES I...	14GT-P6H6-G4LY	09/04/2026	(1) ZEP CHERRY BOMB HAND ...	505-3904-44607	35.88
AMAZON CAPITAL SERVICES I...	1DDH-JDH4-37WL	09/04/2026	(1) 16FL OZ PL POWER WASH ...	505-3904-44607	2.99
AMAZON CAPITAL SERVICES I...	1DDH-JDH4-37WL	09/04/2026	(1) DEKELIY PRESSURE WASHE...	505-3904-44607	33.99
DOCUMENT SOLUTION INC	429309	09/04/2026	SANITATION DEPTSHARP OVE...	505-3904-43465	66.92
NM DEPT OF AGRICULTURE	593 9/4/2026	09/04/2026	WEIGHMASTER LICENSE REN...	505-3904-43770	350.00
LEAVITT GROUP SOUTHWEST ...	804613	09/04/2026	BOND NM WEIGHMASTER	505-3904-43770	100.00
AUTOZONE STORES LLC	02529492640	09/10/2026	(24) SP-DEF SHOP PRO DEF	505-3904-44607	239.76
WEX BANK	114840256 - TR	09/18/2026	OPEN PO DRAWDOWN FOR F...	505-3904-43316	6,146.32
PARADIGM SOFTWARE LLC	17445	09/18/2026	TCNM - THE CLOUD BACKUP S...	505-3904-43815	1,350.12
PARADIGM SOFTWARE LLC	17445	09/18/2026	TCNM - ANNUAL STANDARD ...	505-3904-43815	2,583.06
AMAZON CAPITAL SERVICES I...	1DCL-CC3D-77VF	09/18/2026	HC39GE242PCLIMA TEK 1/4F...	505-3904-43403	187.06
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(6) RED KAP MEN'S LS PERF PL...	505-3904-42620	249.54
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(6)WRANGLERMENS GEORGE ...	505-3904-42620	359.94
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(6)RED KAP MEN'S LS PERF PL ...	505-3904-42620	249.54
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(6)RED KAP MEN'S LS PERF PL ...	505-3904-42620	249.54
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(4) WRANGLER 20X02 COMP.S...	505-3904-42620	217.48
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(6) WRANGLER AUTHEN.MEN'...	505-3904-42620	201.90
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(6) WRANGLER AUTHEN.MEN'...	505-3904-42620	201.90
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(6)WRANGLERMENS 13MWZ ...	505-3904-42620	179.94
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(6)WRANGLER MENN'S 13M...	505-3904-42620	179.94
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(2)ARIAT MEN'S BR LEG M2 T...	505-3904-42620	129.90
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(3) RED KAP MEN'S LS PERF P S...	505-3904-42620	124.77
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(3)RED KAP MENS PERF PL SH ...	505-3904-42620	124.77
AMAZON CAPITAL SERVICES I...	1GM9-VYC9-7G7T	09/18/2026	(6)RED KAP MEN'S SS PERF PL ...	505-3904-42620	235.74
RUSTYS WEIGH SCALES & SERV..	260828-1030	09/18/2026	QUARTERLY SCALE CALIBRATI...	505-3904-47420	1,545.62
MARLIN LEASING CORPORATI...	42740248	09/18/2026	SOLID WASTE OPEN PO FY26/...	505-3904-43465	124.88
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	SOLID WASTE DEPT	505-3904-41226	586.10
AUTOZONE STORES LLC	02529497768	09/25/2026	(1) 000758559 FL 532316B 4 P...	505-3904-44607	38.79
SWANA NM ROADRUNNER C...	2026-91	09/25/2026	NMED TRANSFER STATION OP...	505-3904-42720	700.00
VERIZON WIRELESS	6153493133	09/25/2026	SANITATION OPEN PO FY26/27	505-3904-43775	138.02
CITY UTILITIES	9/14/2026	09/25/2026	SANITATION DEPT LANDFILL	505-3904-45601	42,942.44
VILLAGE OF WILLIAMSBURG	9/23/2026	09/25/2026	FRACHISE TAX FY 2024-2025 - ...	505-3904-45796	1,592.31
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	SOLID WASTE DEPT	505-3904-41226	586.10
LONESTAR FREIGHTLINER GR...	R200031960.01	09/25/2026	SHOP SUPPLIES	505-3904-47420	32.78
LONESTAR FREIGHTLINER GR...	R200031960.01	09/25/2026	LABOR TAX	505-3904-47420	16.78
LONESTAR FREIGHTLINER GR...	R200031960.01	09/25/2026	DIAGNOSIS- LABOR	505-3904-47420	220.00
Fund 505 - Solid Waste Total:					115,897.72

Fund: 506 - WWTP

JESSE COLE	090126	09/04/2026	JESSE COLE CONTRACT FOR ...	506-4005-48598	826.36
THREE CROSSES MAINTENAN...	186	09/04/2026	SERVICE ON WWTP GENERAT...	506-4005-47425	947.53
UNIFIRST HOLDINGS INC DBA ...	2880399729	09/04/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	33.48
UNIFIRST HOLDINGS INC DBA ...	2880402100	09/04/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	33.48
UNIFIRST HOLDINGS INC DBA ...	2880405320	09/04/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	79.05
UNIFIRST HOLDINGS INC DBA ...	2880407436	09/04/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	78.42
UNIFIRST HOLDINGS INC DBA ...	2880409694	09/04/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	61.46
UNIFIRST HOLDINGS INC DBA ...	2880412055	09/04/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	61.46
DOCUMENT SOLUTION INC	429309	09/04/2026	WASTE WATER DEPT SHARP ...	506-4005-43465	108.38
TLC COMPANY INC	CH775888-1	09/04/2026	SERVICE ON WW AC UNITS	506-4005-47425	1,300.50
MARTIN AGUILAR	R00429107	09/04/2026	REIMBURSEMENT FOR SEWER...	506-4005-45555	1,300.50
BULLOCKS INC	0760	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.15
BULLOCKS INC	1693	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.15
T OR C HARDWARE INC	187868/6	09/10/2026	OPEN PO FOR HARDWARE (A...	506-4005-44607	16.04
T OR C HARDWARE INC	188126/6	09/10/2026	OPEN PO FOR HARDWARE (A...	506-4005-44607	184.00
T OR C HARDWARE INC	188192/6	09/10/2026	OPEN PO FOR HARDWARE (A...	506-4005-44607	3.20
T OR C HARDWARE INC	188194/6	09/10/2026	OPEN PO FOR HARDWARE (A...	506-4005-44607	3.06
T OR C HARDWARE INC	188215/6	09/10/2026	OPEN PO FOR HARDWARE (A...	506-4005-44607	25.98
T OR C HARDWARE INC	188244/6	09/10/2026	OPEN PO FOR HARDWARE (A...	506-4005-44607	16.97
T OR C HARDWARE INC	188307/6	09/10/2026	OPEN PO FOR HARDWARE (A...	506-4005-44607	138.39

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I...	1L93-YQ3W-T4T3	09/10/2026	INVISIBLE TAPE	506-4005-44606	9.66
BULLOCKS INC	2036	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.15
UNIFIRST HOLDINGS INC DBA ...	2880414973	09/10/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	62.08
BULLOCKS INC	3659	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.15
BULLOCKS INC	3880	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	3.58
BULLOCKS INC	4311	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.15
BULLOCKS INC	5084	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.39
BULLOCKS INC	5188	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.39
BULLOCKS INC	5506	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.39
BULLOCKS INC	5584	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.39
BULLOCKS INC	5893	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.39
BULLOCKS INC	6114	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.39
BULLOCKS INC	6431	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	13.79
BULLOCKS INC	7119	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.39
BULLOCKS INC	7313	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	8.90
BULLOCKS INC	7783	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.39
BULLOCKS INC	7868	09/10/2026	OPEN PO FOR SUPPLIES (AUG...	506-4005-44607	2.39
RY CONSTRUCTION LLC	09/15/2026	09/18/2026	CURB & GUTTER REMOVAL ON...	506-4005-47415	1,625.63
WEX BANK	114840256 - WW	09/18/2026	OPEN PO DRAWDOWN FOR F...	506-4005-43316	2,069.63
UNIFIRST HOLDINGS INC DBA ...	2880417004	09/18/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	61.46
MARLIN LEASING CORPORATI...	42740248	09/18/2026	WASTE WATER OPEN PO FY26...	506-4005-43465	249.74
UTILITY BANK OF AMERICA	8/31/2026 - WW	09/18/2026	SAFETY BOOTS	506-4005-42620	65.63
RY CONSTRUCTION LLC	9/15/2026	09/18/2026	FOCH ST SIDEWALK REMOVAL...	506-4005-47415	600.00
RY CONSTRUCTION LLC	9/15/2026	09/18/2026	TAX (LABOR)	506-4005-47415	50.25
VILLAGE OF WILLIAMSBURG	9/15/2026	09/18/2026	SEWER RECEIPTS FY 2026 - 20...	506-4005-48798	5,688.21
BOOT BARN	INV00657138	09/18/2026	BOOTS FOR PATRICK LOVEALL	506-4005-44615	200.00
BOOT BARN	INV00657139	09/18/2026	PANTS FOR LEEROY LOVEALL	506-4005-42620	287.10
BOOT BARN	INV00657140	09/18/2026	BOOTS FOR LEEROY LOVEALL	506-4005-44615	134.99
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	WASTE WATER DEPT	506-4005-41226	207.31
UNIFIRST HOLDINGS INC DBA ...	2880419478	09/25/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	67.40
VERIZON WIRELESS	6153493133	09/25/2026	WASTE WATER DEPT OPEN FY...	506-4005-43775	362.14
EUROFINS ENVIRONMENTAL ...	8850043103	09/25/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850043273	09/25/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	758.76
EUROFINS ENVIRONMENTAL ...	8850043412	09/25/2026	QUARTERLY TESTING OF WAS...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850043654	09/25/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850043803	09/25/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	548.89
EUROFINS ENVIRONMENTAL ...	8850043866	09/25/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850043976	09/25/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	WASTE WATER DEPT	506-4005-41226	203.97
Fund 506 - WWTP Total:					21,424.75

Fund: 508 - Golf Course

DOCUMENT SOLUTION INC	429309	09/04/2026	GOLF COURSE SHARP OVERA...	508-4303-43465	9.11
SANCO OIL LLC	53036	09/10/2026	FUEL FOR GOLF COURSE (AUG...	508-4303-10115	1,098.41
WARM SPRINGS RENT ALL	60170	09/10/2026	TAX	508-4303-43465	56.20
WARM SPRINGS RENT ALL	60170	09/10/2026	RENTAL OF REAR TINE TILLER ...	508-4303-43465	671.08
TALON SEPTIC & POTTY SERVI...	14170	09/10/2026	OPEN PO FOR PORTA POT RE...	508-4303-43465	100.00
MARLIN LEASING CORPORATI...	42740248	09/18/2026	GOLF COURSE OPEN PO FY26/...	508-4303-43465	249.74
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	GOLF COURSE	508-4303-41226	85.87
VERIZON WIRELESS	6153493133	09/25/2026	GOLF COURSE OPEN PO FY26/...	508-4303-43775	61.91
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	GOLF COURSE	508-4303-41226	85.87
Fund 508 - Golf Course Total:					2,418.19

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEM...	001140	09/04/2026	MONTHLY MANAGEMENT AG...	509-4403-48598	19,128.14
WINDSTREAM CORPORATION	101112924 - 9/16/26	09/18/2026	AIRPORT OPEN PO FY26/27	509-4403-43775	455.98
MARLIN LEASING CORPORATI...	42740248	09/18/2026	AIRPORT OPEN PO FY26/27	509-4403-43465	49.96
VERIZON WIRELESS	6153493133	09/25/2026	AIRPORT OPEN PO FY26/27	509-4403-43775	116.16
Fund 509 - Muni Airport Total:					19,750.24

Fund: 600 - Internal Serv

REEDS TIRE CENTER	17474	09/04/2026	OPEN PO FOR TIRES AND SUP...	600-7003-44626	79.39
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AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
4 RIVERS HOLDINGS LLC	1975591	09/04/2026	SERPENTINE BELT	600-7003-47420	82.84
4 RIVERS HOLDINGS LLC	1975591	09/04/2026	BELT TENSIONER	600-7003-47420	123.31
4 RIVERS HOLDINGS LLC	1975591	09/04/2026	ESTIMATED SHIPPING	600-7003-47420	45.00
AMAZON CAPITAL SERVICES I...	1YL6-PRK4-D6PJ	09/04/2026	IGNITION KEYS 68920	600-7003-47420	6.49
AMAZON CAPITAL SERVICES I...	1YL6-PRK4-D6PJ	09/04/2026	SHIPPING	600-7003-47420	6.99
AMAZON CAPITAL SERVICES I...	1YL6-PRK4-D6PJ	09/04/2026	IGNITION KEYS REPLACEMENT	600-7003-47420	5.99
OREILLY AUTO PARTS INC	2162-224617	09/04/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	27.46
JESSICA MULLER DBA FREED...	2231-5920723	09/04/2026	OPEN PO FOR WINDSHIELD & ...	600-7003-47420	457.00
BORDER RECAPING LLC	26-0380661-003	09/04/2026	OPEN PO DRAWDOWN FOR TI...	600-7003-44626	181.28
DOCUMENT SOLUTION INC	429309	09/04/2026	SERVICE CENTER SHARP OVER...	600-7003-43465	36.01
R J BORDER INTERNATIONAL LP	X400143068.01	09/04/2026	SAE 15W-40	600-7003-43316	1,208.30
R J BORDER INTERNATIONAL LP	X400143068.01	09/04/2026	0W-20 SYNTHETIC	600-7003-43316	1,177.51
R J BORDER INTERNATIONAL LP	X400143068.01	09/04/2026	COOLANT RED 50/50	600-7003-43316	925.48
R J BORDER INTERNATIONAL LP	X400143068.01	09/04/2026	HYDRAULIC OIL	600-7003-43316	878.78
R J BORDER INTERNATIONAL LP	X400143068.01	09/04/2026	10W30 SYNTHETIC BLEND	600-7003-43316	1,303.11
R J BORDER INTERNATIONAL LP	X400143068.01	09/04/2026	SAE 5-20	600-7003-43316	1,177.51
R J BORDER INTERNATIONAL LP	X400143068.01	09/04/2026	5W-30 SYNTHETIC	600-7003-43316	1,177.51
R J BORDER INTERNATIONAL LP	X400144431.01	09/04/2026	OPEN PO FOR BULK OIL & OT...	600-7003-34376	5,931.72
PETES EQUIPMENT INC	0036693	09/10/2026	RELIEF VLV. HAND GUN 700PSI..	600-7003-47420	38.07
PETES EQUIPMENT INC	0036693	09/10/2026	TAX (LABOR)	600-7003-47420	29.36
PETES EQUIPMENT INC	0036693	09/10/2026	MATERIALS	600-7003-47420	19.25
PETES EQUIPMENT INC	0036693	09/10/2026	FIXING OF WASHDOWN (LAB...	600-7003-47420	385.00
PETES EQUIPMENT INC	0036716	09/10/2026	TAX (LABOR)	600-7003-47420	64.05
PETES EQUIPMENT INC	0036716	09/10/2026	MIDSHIP VALVE ASSEMBLY	600-7003-47420	1,095.07
PETES EQUIPMENT INC	0036716	09/10/2026	WASHDOWN VALVE LEAK REP...	600-7003-47420	840.00
PETES EQUIPMENT INC	0036716	09/10/2026	MATERIALS COST	600-7003-47420	28.00
IWORQ SYSTEMS	216455	09/10/2026	OPEN PO FOR SUBSCRIPTION ...	600-7003-43815	5,000.00
ALFRED M CANDELARIA	9/9/2026	09/10/2026	WHITE PAINT	600-7003-47420	400.00
ALFRED M CANDELARIA	9/9/2026	09/10/2026	FRONT BUMPER	600-7003-47420	625.00
ALFRED M CANDELARIA	9/9/2026	09/10/2026	REMOVE AND REPLACE FRONT...	600-7003-47420	255.00
ALFRED M CANDELARIA	9/9/2026	09/10/2026	LABOR TAX	600-7003-47420	106.78
ALFRED M CANDELARIA	9/9/2026	09/10/2026	REAR BUMPER	600-7003-47420	800.00
ALFRED M CANDELARIA	9/9/2026	09/10/2026	REMOVE AND REPLACE,SAND,...	600-7003-47420	1,020.00
ALFRED M CANDELARIA	9/9/2026	09/10/2026	PASSENGER BEDSIDE	600-7003-47420	1,785.00
ALFRED M CANDELARIA	9/9/2026	09/10/2026	CLEAR COAT AND PAINT SUPP...	600-7003-47420	570.00
WEX BANK	114840256 - FL	09/18/2026	OPEN PO DRAWDOWN FOR F...	600-7003-43316	496.17
REEDS TIRE CENTER	17484	09/18/2026	OPEN PO FOR TIRES AND SUP...	600-7003-44626	636.00
REEDS TIRE CENTER	17533	09/18/2026	OPEN PO FOR TIRES AND SUP...	600-7003-44626	430.00
OREILLY AUTO PARTS INC	2162-225076	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	11.45
OREILLY AUTO PARTS INC	2162-225189	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	41.19
OREILLY AUTO PARTS INC	2162-225657	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	418.64
JESSICA MULLER DBA FREED...	2231-5947204	09/18/2026	OPEN PO FOR WINDSHIELD & ...	600-7003-47420	361.00
SIERRA AUTO PARTS LLC	349054	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	28.99
SIERRA AUTO PARTS LLC	349123	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	10.33
SIERRA AUTO PARTS LLC	349166	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	9.99
SIERRA AUTO PARTS LLC	349187	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	14.59
SIERRA AUTO PARTS LLC	349277	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	69.74
SIERRA AUTO PARTS LLC	349302	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	133.36
SIERRA AUTO PARTS LLC	349325	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	134.64
SIERRA AUTO PARTS LLC	349332	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	21.94
SIERRA AUTO PARTS LLC	349379	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	191.68
SIERRA AUTO PARTS LLC	349383	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	3.67
SIERRA AUTO PARTS LLC	349427	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	69.08
SIERRA AUTO PARTS LLC	349428	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	78.99
SIERRA AUTO PARTS LLC	349503	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	249.99
SIERRA AUTO PARTS LLC	349504	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	112.00
SIERRA AUTO PARTS LLC	349516	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	99.80
SIERRA AUTO PARTS LLC	349517	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	26.61
SIERRA AUTO PARTS LLC	349521	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	5.99
SIERRA AUTO PARTS LLC	349523	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	15.80

AP EOM REPORT SEPTEMBER 2026

Payment Dates: 9/1/2026 - 9/30/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	349531	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	37.99
SIERRA AUTO PARTS LLC	349642	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	43.96
SIERRA AUTO PARTS LLC	349678	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	227.78
SIERRA AUTO PARTS LLC	349709	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	29.08
SIERRA AUTO PARTS LLC	349711	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	23.00
SIERRA AUTO PARTS LLC	349724	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	21.32
SIERRA AUTO PARTS LLC	349733	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	19.99
SIERRA AUTO PARTS LLC	349750	09/18/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	15.99
MARLIN LEASING CORPORATI...	42740248	09/18/2026	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.92
SERVICE CENTER BANK OF AM...	8/31/2026 - FL	09/18/2026	12 CASES OF WATER (40 COU...	600-7003-44615	65.64
THE POWER CENTER INC	86083	09/18/2026	WOODRUFF KEY	600-7003-47420	0.38
THE POWER CENTER INC	86083	09/18/2026	FREIGHT FEE	600-7003-47420	45.00
THE POWER CENTER INC	86083	09/18/2026	SHEAVE	600-7003-47420	104.06
THE POWER CENTER INC	86083	09/18/2026	TEMPERATURE SENDER	600-7003-47420	138.78
THE POWER CENTER INC	86083	09/18/2026	25 HIGH LIFT NOTCH BLADE	600-7003-47420	150.84
THE POWER CENTER INC	86083	09/18/2026	UN HALF SHAFT ASM 11.0 SPL...	600-7003-47420	240.90
THE POWER CENTER INC	86083	09/18/2026	UN HALF SLEEVE	600-7003-47420	370.42
NM RETIREE HEALTH CARE	PPE 2026-09-04	09/18/2026	FLEET SERVICE CENTER	600-7003-41226	215.38
R J BORDER INTERNATIONAL LP	X400144431.02	09/18/2026	OPEN PO FOR BULK OIL & OT...	600-7003-34376	3,813.85
R J BORDER INTERNATIONAL LP	X400144978.01	09/18/2026	OPEN PO FOR PARTS FOR FY 2...	600-7003-47420	1,375.60
OREILLY AUTO PARTS INC	2162-226118	09/25/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	41.19
OREILLY AUTO PARTS INC	2162-226384	09/25/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	18.04
OREILLY AUTO PARTS INC	2162-226454	09/25/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	210.00
OREILLY AUTO PARTS INC	2162-226794	09/25/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	125.45
OREILLY AUTO PARTS INC	2162-226837	09/25/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	101.79
BORDER RECAPING LLC	26-0382613-003	09/25/2026	OPEN PO DRAWDOWN FOR TI...	600-7003-44626	480.00
VERMEER MOUNTAIN WEST I...	60024583	09/25/2026	O RING SEAL	600-7003-47420	1.82
VERMEER MOUNTAIN WEST I...	60024583	09/25/2026	ESTIMATED SHIPPING	600-7003-47420	46.73
VERMEER MOUNTAIN WEST I...	60024583	09/25/2026	REPLACEMENT HYDRO TANK	600-7003-47420	212.83
VERIZON WIRELESS	6153493133	09/25/2026	SERVICE CENTER OPEN PO FY...	600-7003-43775	227.21
NM RETIREE HEALTH CARE	PPE 2026-09-18	09/25/2026	FLEET SERVICE CENTER	600-7003-41226	215.38
Fund 600 - Internal Serv Total:					40,259.22
Grand Total:					2,566,656.40

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	219,164.19
201 - Corrections	2,585.20
209 - Fire	68,012.01
211 - Law Enforce Prot	1,466.67
214 - Lodgers Tax	18,396.96
216 - Muni Street	3,144.32
294 - State Library	360.67
295 - Muni Pool	308.39
296 - PD GRT	2,553.55
299 - SPECIAL REVENUE FUNDS	7,658.16
303 - Vet Wall	300.35
314 - CDBG	2,499.16
321 - WATER SYSTEM IMPROVEMENTS	789,544.83
360 - NMFA PROJECTS	118,439.27
380 - OTHER STATE FUNDED PROJECTS	417,104.25
403 - Pledge State DEBT SERVICE	50,245.71
502 - UTILITY OFFICE-UTILITY BILLING	10,772.72
503 - Electric	602,540.36
504 - Water	51,809.51
505 - Solid Waste	115,897.72
506 - WWTP	21,424.75
508 - Golf Course	2,418.19
509 - Muni Airport	19,750.24
600 - Internal Serv	40,259.22
Grand Total:	2,566,656.40

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42310	PER DIEM-GOVERNING ...	18.66
101-1000-42720	EMPLOYEE TRAINING-G...	700.00
101-1000-43597	ATTORNEY FEES-GOVER...	6,107.50
101-1000-43598	PROFESSIONAL SERV-G...	1,619.06
101-1000-43770	SUBSCRIPTION & DUES	12,450.00
101-1000-43775	TELEPHONE	119.85
101-1000-48599	OTHER CONTRACTUAL S...	18,599.79
101-1000-80805	BUILDINGS & STRUCTUR...	9,211.88
101-1001-41226	RETIREE INSURANCE	359.24
101-1001-43465	RENT OF EQUIPMENT	487.68
101-1001-43740	PRINTING/PUBLISHING	149.90
101-1001-43775	TELEPHONE	231.13
101-1001-44606	OFFICE SUPPLIES	303.47
101-1001-47410	MAINTENANCE CONTRA...	475.00
101-1003-41226	RETIREE INSURANCE	718.08
101-1003-42310	PER DIEM-OFF CITY MA...	247.87
101-1003-43316	FUEL	81.00
101-1003-43465	RENT OF EQUIPMENT	454.48
101-1003-43740	PRINTING/PUBLISHING	2,926.13
101-1003-43771	SUBSCRIPTION & DUES - ...	112.98
101-1003-43775	TELEPHONE	375.18
101-1003-44606	OFFICE SUPPLIES	2,067.76
101-1003-44613	NON-CAPITAL ITEMS	315.78
101-1003-48599	OTHER CONTRACTUAL S...	1,173.89
101-1004-41226	RETIREE INSURANCE	717.26
101-1004-42310	PER DIEM-ADMIN OFFIC...	1,012.80
101-1004-42720	EMPLOYEE TRAINING-A...	2,590.00
101-1004-43465	RENT OF EQUIPMENT	768.43
101-1004-43775	TELEPHONE	195.58

Account Summary

Account Number	Account Name	Payment Amount
101-1004-43999	OPERATING COSTS	10.16
101-1004-44606	OFFICE SUPPLIES	382.20
101-1005-48599	OTHER CONTRACTUAL S...	30,000.00
101-1006-41226	RETIREE INSURANCE	356.64
101-1006-42310	PER DIEM-ANIMAL SHEL...	200.10
101-1006-43316	FUEL	181.23
101-1006-43775	TELEPHONE	241.92
101-1006-44606	OFFICE SUPPLIES	112.45
101-1006-44607	FIELD SUPPLIES	103.58
101-1006-48598	PROFESSIONAL SERVICES	1,443.72
101-1007-41226	RETIREE INSURANCE	2,548.36
101-1007-42310	PER DIEM-POLICE DEPT	27.47
101-1007-42720	EMPLOYEE TRAINING-P...	300.00
101-1007-43316	FUEL	6,518.00
101-1007-43465	RENT OF EQUIPMENT	903.55
101-1007-43770	SUBSCRIPTION & DUES	50.00
101-1007-43775	TELEPHONE	1,226.93
101-1007-48598	PROFESSIONAL SERVICES	495.00
101-1008-41226	RETIREE INSURANCE	251.00
101-1008-42310	PER DIEM-CODE ENF/AN...	273.84
101-1008-42620	UNIFORMS LINEN-CODE ...	12.90
101-1008-42720	EMPLOYEE TRAINING-C...	300.00
101-1008-43316	FUEL	1,070.22
101-1008-43775	TELEPHONE	214.34
101-1009-41226	RETIREE INSURANCE	359.90
101-1009-42620	UNIFORMS/LINEN-MUNI...	28.75
101-1009-43316	FUEL	1,416.89
101-1009-43465	RENT OF EQUIPMENT	1,353.67
101-1009-43775	TELEPHONE	137.53
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,424.71
101-1009-47415	MAINTENANCE--REPAIRS..	1,000.00
101-1010-41226	RETIREE INSURANCE	211.72
101-1010-43740	PRINTING/PUBLISHING	108.88
101-1010-43770	SUBSCRIPTION & DUES	180.00
101-1010-43775	TELEPHONE	43.21
101-1010-44606	OFFICE SUPPLIES	308.01
101-1010-48598	PROFESSIONAL SERVICES	24,007.36
101-1013-41226	RETIREE INSURANCE	275.68
101-1013-42720	EMPLOYEE TRAINING	200.00
101-1013-43316	FUEL	214.42
101-1014-41226	RETIREE INSURANCE	428.66
101-1014-43316	FUEL	492.80
101-1014-43403	REGULAR BUILDING MA...	1,074.00
101-1014-43465	RENT OF EQUIPMENT	96.99
101-1014-43775	TELEPHONE	100.63
101-1014-44607	FIELD SUPPLIES-FACILITY...	1,386.35
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1014-48597	VECTOR CONTROL SERVI...	9,875.32
101-1016-41226	RETIREE INSURANCE	483.20
101-1016-43775	TELEPHONE	118.34
101-1018-43780	UTILITIES	55,258.08
101-1018-48596	AUDIT CONTRACT	5,636.28
101-1099-34348	RENT OF PUBLIC FACILIT...	1,075.00
201-1903-48598	PROFESSIONAL SERVICES..	165.20
201-1903-48710	CARE OF PRISONERS-SIE...	2,420.00
209-1603-43316	FUEL	341.61
209-1603-43465	RENT OF EQUIPMENT	608.22
209-1603-43775	TELEPHONE	268.53

Account Summary

Account Number	Account Name	Payment Amount
209-1603-43780	UTILITIES	1,200.76
209-1603-43815	SOFTWARE LIC/SOFTWA...	890.00
209-1603-43999	OPERATING COSTS	2,434.09
209-1603-44607	FIELD SUPPLIES	1,165.00
209-1603-44615	SAFETY EQUIPMENT	12,958.08
209-1603-47405	MAINTENANCE-BUILDIN...	17,159.50
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
209-1603-47420	MAINTENANCE VEHICLE...	460.60
209-1603-47595	GENERAL FUND ADMIN ...	30,000.00
211-2003-44573	UNIFORM & EQUIPMENT	1,396.72
211-2003-44607	FIELD SUPPLIES	69.95
214-2503-41226	RETIREE INSURANCE	111.64
214-2503-44608	FIELD SUPPLIES - GOLF ...	2,109.68
214-2540-43775	TELEPHONE	61.91
214-2540-60725	NON PROMOTIONAL SU...	9,440.43
214-2560-60725	PROMOTIONAL SUB-REC...	6,673.30
216-4503-41226	RETIREE INSURANCE	470.54
216-4503-43316	FUEL	2,256.21
216-4503-43465	RENT OF EQUIPMENT	204.43
216-4503-43550	ROADWAY MAINTENAN...	44.06
216-4503-43775	TELEPHONE	169.08
294-5003-60834	STATE LIBRARY GRANT-...	360.67
295-4803-43465	RENT OF EQUIPMENT	49.96
295-4803-43775	TELEPHONE	68.45
295-4803-44607	FIELD SUPPLIES-MUNI P...	189.98
296-2403-43999	OPERATING COSTS	2,371.61
296-2403-48598	PROFESSIONAL SERVICES	181.94
299-7051-48710	Professional Serv -BFAS ...	1,220.85
299-7067-48598	Professional Serv-NM VE...	5,965.09
299-7073-44607	BFAS GRANT 01-21-26 FI...	472.22
303-4703-43775	TELEPHONE	300.35
314-8603-48598	Professional Serv/Contra...	2,499.16
321-7017-80860	INFRASTRUCTURE-WSPI-...	789,544.83
360-7044-45600	ENTITY MATCH	29,900.00
360-7044-80860	INFRASTRUCTURE	42,239.31
360-7045-45600	ENTITY MATCH	890.01
360-7045-80860	INFRASTRUCTURE	8,010.09
360-7048-80860	INFRASTRUCTURE WPF-...	37,399.86
380-7034-80860	INFRASTRUCTURE	304,715.61
380-7058-80860	INFRA-NMDOT C024500...	91,621.73
380-7064-80860	INFRASTRUCTURE WW T...	20,766.91
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.76
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,222.89
403-1203-90905	DEBT SERVICE PRINCIPAL...	2,579.33
403-1203-90910	DEBT SERVICE INTEREST	24,154.15
502-3601-41226	RETIREE INSURANCE	475.53
502-3601-43316	FUEL	72.66
502-3601-43465	RENT OF EQUIPMENT	763.24
502-3601-43740	PRINTING/PUBLISHING	2,600.00
502-3601-43770	SUBSCRIPTIONS & DUES	6,694.73
502-3601-43775	TELEPHONE	166.56
503-3702-41226	RETIREE INSURANCE	925.00
503-3702-42620	UNIFORM/LINEN-ELECTR..	1,376.34
503-3702-43316	FUEL	1,769.72
503-3702-43465	RENT OF EQUIPMENT	126.85
503-3702-43770	SUBSCRIPTION & DUES	1,860.00
503-3702-43775	TELEPHONE	298.67

Account Summary

Account Number	Account Name	Payment Amount
503-3702-44606	OFFICE SUPPLIES	513.74
503-3702-44607	FIELD SUPPLIES	5,880.09
503-3702-45796	FRANCHISE TAX-ELECTRI...	6,300.97
503-3702-48598	PROFESSIONAL SERVICES	2,720.00
503-3702-50795	WHOLESALE POWER CO...	\$80,768.98
504-3803-41226	RETIREE INSURANCE	645.60
504-3803-42620	UNIFORM/LINEN-WATER..	802.28
504-3803-42720	EMPLOYEE TRAINING-W...	30.00
504-3803-43316	FUEL	1,651.33
504-3803-43465	RENT OF EQUIPMENT	49.96
504-3803-43775	TELEPHONE	247.81
504-3803-43797	WATER CONSERVATION...	1,344.39
504-3803-44605	CHEMICALS/LABORATO...	100.00
504-3803-44606	OFFICE SUPPLIES	9.65
504-3803-44607	FIELD SUPPLIES-WATER ...	9,228.11
504-3803-44615	SAFETY EQUIPMENT	603.94
504-3803-45796	FRANCHISE TAX-WATER ...	1,312.08
504-3803-47415	MAINTENANCE--REPAIRS..	2,500.00
504-3803-47421	MAINTENANCE EQUIPM...	32,458.00
504-3803-48598	PROFESSIONAL SERVICES	826.36
505-3904-41226	RETIREE INSURANCE	1,172.20
505-3904-42620	UNIFORM/LINEN-SOLID...	2,704.90
505-3904-42720	EMPLOYEE TRAINING-SO...	700.00
505-3904-43316	FUEL	6,146.32
505-3904-43403	REGULAR BUILDING MA...	187.06
505-3904-43465	RENT OF EQUIPMENT	191.80
505-3904-43770	SUBSCRIPTION & DUES	450.00
505-3904-43775	TELEPHONE	138.02
505-3904-43815	SOFTWARE LIC/SOFTWA...	3,933.18
505-3904-44606	OFFICE SUPPLIES	284.43
505-3904-44607	FIELD SUPPLIES-SOLID ...	593.83
505-3904-45601	WASTE DISPOSAL	95,988.49
505-3904-45796	FRANCHISE TAX	1,592.31
505-3904-47420	MAINTENANCE-VEHICLE...	1,815.18
506-4005-41226	RETIREE INSURANCE	411.28
506-4005-42620	UNIFORM/LINEN-WAST...	891.02
506-4005-43316	FUEL	2,069.63
506-4005-43465	RENT OF EQUIPMENT	358.12
506-4005-43775	TELEPHONE	362.14
506-4005-44605	CHEMICALS/LABORATO...	4,202.76
506-4005-44606	OFFICE SUPPLIES	9.66
506-4005-44607	FIELD SUPPLIES-WASTE...	446.17
506-4005-44615	SAFETY EQUIPMENT	334.99
506-4005-45555	Miscellaneous Exp	1,300.50
506-4005-47415	MAINTENANCE--REPAIRS..	2,275.88
506-4005-47425	OTHER MAINTENANCE-...	2,248.03
506-4005-48598	PROFESSIONAL SERVICES	826.36
506-4005-48798	VILLAGE OF WILLIAMSB...	5,688.21
508-4303-10115	GOLF COURSE FUND	1,098.41
508-4303-41226	RETIREE INSURANCE	171.74
508-4303-43465	RENT OF EQUIPMENT	1,086.13
508-4303-43775	TELEPHONE	61.91
509-4403-43465	RENT OF EQUIPMENT	49.96
509-4403-43775	TELEPHONE	572.14
509-4403-48598	PROFESSIONAL SERVICES	19,128.14
600-7003-34376	FUEL & PARTS SALES-INT...	9,745.57
600-7003-41226	RETIREE INSURANCE	430.76
600-7003-43316	FUEL	8,344.37

Account Summary

Account Number	Account Name	Payment Amount
600-7003-43465	RENT OF EQUIPMENT	110.93
600-7003-43775	TELEPHONE	227.21
600-7003-43815	SOFTWARE LIC/SOFTWA...	5,000.00
600-7003-44615	SAFETY EQUIPMENT	65.64
600-7003-44626	VEHICLE TIRES	1,806.67
600-7003-47420	MAINTENANCE-VEHICLE...	14,528.07
Grand Total:		2,566,656.40

Project Account Summary

Project Account Key	Payment Amount
None	2,566,656.40
Grand Total:	2,566,656.40

Accounts Payable Transfer Sheet - 2026 - 2027 FY

Post Date Ending: 9/4, 9/10, 9/18, 9/25,

Fund	Fund Description	Fund Totals				GRAND TOTAL TRANSFERS	Fund Numbers
		9/4/2026	9/10/2026	9/18/2026	9/25/2026		
101	General	\$67,520.82	\$47,268.06	\$71,123.11	\$33,252.20	\$219,164.19	101
201	Local Government Corrections		\$2,420.00	\$165.20		\$2,585.20	201
209	State Fire	\$31,234.87	\$10,872.06	\$18,875.62	\$7,029.46	\$68,012.01	209
211	Law Enforcement Protection		\$419.76	\$1,007.11	\$39.80	\$1,466.67	211
214	Lodger's Tax		\$599.86	\$8,705.60	\$9,091.50	\$18,396.96	214
216	Street Renovation		\$44.06	\$439.70	\$2,660.56	\$3,144.32	216
217	Municipal Recreation					\$0.00	217
260	Fiscal Recovery Funds					\$0.00	260
294	State Library	\$36.01		\$324.66		\$360.67	294
295	Municipal Pool			\$239.94	\$68.45	\$308.39	295
296	PD-GRT Fund	\$220.86	\$1,210.00	\$1,122.69		\$2,553.55	296
298	PD-Donations					\$0.00	298
299	Special Revenue Funds	\$7,305.74		\$352.42		\$7,658.16	299
302	Electrical Construction					\$0.00	302
303	Veterans Memorial			\$300.35		\$300.35	303
304	SJOA - Grants					\$0.00	304
305	Capital Improvement General					\$0.00	305
306	Capital Improvement Joint Utility					\$0.00	306
307	Golf Course Improvements					\$0.00	307
308	USDA -Sweeper					\$0.00	308
309	USDA-Wastewater					\$0.00	309
310	R&R-Emergency					\$0.00	310
311	R&R-Sewer					\$0.00	311
312	R&R-Airport					\$0.00	312
313	R&R-Water					\$0.00	313
314	CDBG - Grant				\$2,499.16	\$2,499.16	314
315	CI Reserve- Non Capital Equipment					\$0.00	315
316	Emergency Reserve					\$0.00	316
320	USDA Water System Improvements					\$0.00	320
321	Water System Improvements		\$789,544.83			\$789,544.83	321
340	ROAD/STREET PROJECTS					\$0.00	340
360	NMFA Projects	\$118,439.27				\$118,439.27	360
370	Water Trust Board Projects					\$0.00	370
380	Community Development	\$20,766.91	\$304,715.61	\$91,621.73		\$417,104.25	380
403	Pledge State Tax	\$37,484.44			\$12,761.27	\$50,245.71	403
501	Cemetery					\$0.00	501
502	Utility Office	\$32.16	\$331.46	\$5,126.11	\$5,282.99	\$10,772.72	502
503	Electric Dept	\$5,702.06	\$3,233.74	\$525,334.51	\$68,270.05	\$602,540.36	503
504	Water Dept	\$1,173.70	\$41,841.46	\$3,928.38	\$4,865.97	\$51,809.51	504
505	Solid Waste	\$54,162.68	\$239.76	\$15,228.06	\$46,267.22	\$115,897.72	505
506	WasteWater	\$4,830.62	\$517.91	\$11,239.95	\$4,836.27	\$21,424.75	506
508	Golf Course	\$9.11	\$1,925.69	\$335.61	\$147.78	\$2,418.19	508
509	Municipal Airport	\$19,128.14		\$505.94	\$116.16	\$19,750.24	509
600	Internal Service Fund	\$14,831.68	\$13,060.58	\$10,686.52	\$1,680.44	\$40,259.22	600
	Grand Total-Accounts Payable	\$382,879.07	\$1,218,244.84	\$766,663.21	\$198,869.28	\$2,566,656.40	



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: F.3

SUBJECT: Acknowledge Purchase Report of items under \$60,000

DEPARTMENT: Procurement

DATE SUBMITTED: October 7, 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
 - 4 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 10/14/26

**PURCHASE ORDER FROM SEPTEMBER 17, 2026-PRESENT-MANAGER APPROVED:
\$20,000 THROUGH \$59,999.00. MANAGER APPROVED COMMISSION REPORT:**

Number	Vendor Number	Ship To	Status	Total	Issue Date	Vendor Name	Description
84191	3158	TORC PD	Outstanding	27,207.32	10/7/2026	ADVANCED COMMUNICATIONS AN	RADIO REPEATER AND SUPPORTING EQUIPMENT
84166	8872	SOLID WASTE DE	Outstanding	24,273.00	9/30/2026	COAST TO COAST	OVERHEAD SHADE FOR WASH BAY
84186	9376	FACILITY DEPT	Outstanding	54,660.77	10/6/2026	JOHNSON CONTROLS US HOLDING	FIRE PROTECTION PLANNED SERVICE AGREEMENT
84141	7498	ELECTRIC DEPT	Outstanding	37,155.00	9/23/2026	WESTERN UNITED ELECTRIC	POLES

Reviewed by City CPO On: 10/7/2026

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:** 84191**Date:** 10/07/2026**Requisition #:** 97139**Vendor #:** 3158

ISSUED TO: ADVANCED COMMUNICATIONS AND ELECTRONICS INC
2417 BAYLOR DRIVE SE
ALBUQUERQUE, NM 87106-

SHIP TO: TCPD
507 McAdoo Street
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		KAIROS VHF REPEATER, 1-25W	211-2003-80810		0.00	3,736.00
2	0		19" MOUNT PANEL FOR 2 KAIROS REPEATER	211-2003-80810		0.00	484.80
3	0		NETCONTROL-MONITORING AND REMOTE CONTI	211-2003-80810		0.00	178.48
4	0		MCTCSS SW LICENCE	211-2003-80810		0.00	235.52
5	0		RACK, BLACK, 5-PACK	211-2003-80810		0.00	569.60
6	0		VHF AMP, 136-174MHZ, 3W IN 100 W OUT, 5 PAC	211-2003-80810		0.00	1,924.20
7	0		150-160MHZ 6DB DIPOLE OMNI BASE ANTENNA	211-2003-80810		0.00	2,375.00
8	0		POSITIVE STOP N-FEMALE FOR 1/2" LDF4, AL4Rf	211-2003-80810		0.00	19.40
9	0		80 - CABLE; 1/2" HELIAX	211-2003-80810		0.00	222.40
10	0		CONNECTOR; N MALE 1/2" POSITIVE STOP, AVA	211-2003-80810		0.00	18.06
11	0		125-1000 MHZ BULKHEAD MOUNT HIGH POWER	211-2003-80810		0.00	137.57
12	0		GALVANIZED UNIVERSAL ANGEL ADAPTER KIT SN.	211-2003-80810		0.00	70.10
13	0		SNAP-IN HANGER; 1/2" STACKABLE (10 PACK)	211-2003-80810		0.00	20.34
14	0		30-#2 AWG GREEN THW-2 7 STRAND TINNED GR	211-2003-80810		0.00	186.60
15	0		30-#6 AWG THHN GREEN JACKET STRANDED GRC	211-2003-80810		0.00	73.50
16	0		3- COAX SNAP-GROUND KIT; 1/2"	211-2003-80810		0.00	55.68
17	0		2- WEATHERPROOFING KIT FOR CONNECTORS/SP	211-2003-80810		0.00	42.36
18	0		DUPLEXER 132-174 MHZ P NOTCH 4 CAVITY 350	211-2003-80810		0.00	2,534.99
19	0		24" STAND OFF BRKT 1-7/8" OD ANTENNA MOUN	211-2003-80810		0.00	244.39
20	0		4" - 9" OD VERTICAL LEG CLAMP SET STAND OFF	211-2003-80810		0.00	225.31
21	0		MOUNTING KIT; V BOLTS FOR BASE STATION ANTI	211-2003-80810		0.00	63.75
22	0		2-STANDARD TINNED GROUND KIT FOR LMR400	211-2003-80810		0.00	81.40
23	0		60- 3/8" BRAIDED FLEXIBLE FOAM DIELECTRIC 50	211-2003-80810		0.00	112.20
24	0		2-SMA-MALE PLUG RIGHTANGLE CRIMP CONN Ni	211-2003-80810		0.00	121.14
25	0		3- CONNECTOR, N MALE LMR400 RIGHT ANGLE	211-2003-80810		0.00	112.11
26	0		CONNECTOR, N-MALE CRIMP HEX KNURLED NUT	211-2003-80810		0.00	22.70
27	0		19" X 84" (7") SELF SUPPORTING RELAY RACK, FLA	211-2003-80810		0.00	499.77
28	0		GROUND BUS BAR; VERTICAL 72"	211-2003-80810		0.00	348.20
29	0		12-24 X 5/8" THREAD BLK SCREWS 50/PKG	211-2003-80810		0.00	11.68
30	0		2U INTELLIGENT POWER SHELF DUAL BRKR 2 LOA	211-2003-80810		0.00	3,220.00
31	0		4- 12VDC 700W POWER MODULE HOT SWAPPAB	211-2003-80810		0.00	3,120.00
32	0		3- BLANKING PLATE	211-2003-80810		0.00	42.00
33	0		2- 60VDC 10 AMPS HYDRAULIC MAGNETIC CIRCU	211-2003-80810		0.00	56.00
34	0		2- 60 VDC 30 AMPS HYDRAULIC MAGNETIC CIRCL	211-2003-80810		0.00	56.00

SUBTOTAL: 27,207.32

TOTAL TAX: 0.00

SHIPPING: 0.00

TOTAL 27,207.32

Chief Purchasing Office

Date:

10/7/2026

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

**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:** 84191**Date:** 10/07/2026**Requisition #:** 97139**Vendor #:** 3158

ISSUED TO: ADVANCED COMMUNICATIONS AND ELECTRONICS INC
2417 BAYLOR DRIVE SE
ALBUQUERQUE, NM 87106-

SHIP TO: TCPD
507 McAdoo Street
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
35	0		TRIPP LITE RACKMOUNT POWER SUPPLY	211-2003-80810		0.00	154.98
36	0		(RENTAL) MANLIFT, TOW BEHIND, 55'	211-2003-80810		0.00	1,596.25
37	0		8 LABOR SENIOR TECHNICIAN; SPECIALIST	211-2003-80810		0.00	1,200.00
38	0		12 LABOR SENIOR TECHNICIAN; SPECIALIST	211-2003-80810		0.00	144.00
39	0		12 LABOR	211-2003-80810		0.00	1,800.00
40	0		SHOP SUPPLIES/ HARDWARE	211-2003-80810		0.00	120.00
41	0		152 MILEAGE/ MOBILIZATION	211-2003-80810		0.00	342.00
42	0		2.5 TRAVEL PASSENGER PER HOUR \$75/ HOUR	211-2003-80810		0.00	187.50
43	0		TAX	211-2003-80810		0.00	441.34
PD							

SUBTOTAL: 27,207.32**TOTAL TAX:** 0.00**SHIPPING:** 0.00**TOTAL** 27,207.32

Chief Purchasing Office

Look at page 1

Date:

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 #: 97139

Date: 09/23/2026

Vendor #: 3158

ISSUED TO: ADVANCED COMMUNICATIONS AND ELECTRIC
2417 BAYLOR DRIVE SE
ALBUQUERQUE, NM 87106-

SHIP TO: TCPD
507 McAdoo Street
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 KAIROS VHF REPEATER, 1-25W		0.00 211-2003-80810	3,736.00
2	0 19" MOUNT PANEL FOR 2 KAIROS REPEATER		0.00 211-2003-80810	484.80
3	0 NETCONTROL-MONITORING AND REMOTE CONTROL		0.00 211-2003-80810	178.48
4	0 MCTCSS SW LICENCE		0.00 211-2003-80810	235.52
5	0 RACK, BLACK, 5-PACK		0.00 211-2003-80810	569.60
6	0 VHF AMP, 136-174MHZ, 3W IN 100 W OUT, 5 PACK		0.00 211-2003-80810	1,924.20
7	0 150-160MHZ 6DB DIPOLE OMNI BASE ANTENNA		0.00 211-2003-80810	2,375.00
8	0 POSITIVE STOP N-FEMALE FOR 1/2" LDF4, AL4RPV,		0.00 211-2003-80810	19.40
9	0 80 - CABLE; 1/2" HELIAX		0.00 211-2003-80810	222.40
10	0 CONNECTOR; N MALE 1/2" POSITIVE STOP, AVA		0.00 211-2003-80810	18.06
11	0 125-1000 MHZ BULKHEAD MOUNT HIGH POWER PO		0.00 211-2003-80810	137.57
12	0 GALVANIZED UNIVERSAL ANGEL ADAPTER KIT SNAP-		0.00 211-2003-80810	70.10
13	0 SNAP-IN HANGER; 1/2" STACKABLE (10 PACK)		0.00 211-2003-80810	20.34
14	0 30-#2 AWG GREEN THW-2 7 STRAND TINNED GROU		0.00 211-2003-80810	186.60
15	0 30-#6 AWG THHN GREEN JACKET STRANDED GROUN		0.00 211-2003-80810	73.50
16	0 3- COAX SNAP-GROUND KIT; 1/2"		0.00 211-2003-80810	55.68
17	0 2- WEATHERPROOFING KIT FOR CONNECTORS/SPLIC		0.00 211-2003-80810	42.36
18	0 DUPLEXER 132-174 MHZ P NOTCH 4 CAVITY 350 W O		0.00 211-2003-80810	2,534.99
19	0 24" STAND OFF BRKT 1-7/8" OD ANTENNA MOUNTI		0.00 211-2003-80810	244.39
20	0 4" - 9" OD VERTICAL LEG CLAMP SET STAND OFF BRA		0.00 211-2003-80810	225.31
21	0 MOUNTING KIT; V BOLTS FOR BASE STATION ANTEN		0.00 211-2003-80810	63.75
22	0 2-STANDARD TINNED GROUND KIT FOR LMR400 2-H		0.00 211-2003-80810	81.40
23	0 60- 3/8" BRAIDED FLEXIBLE FOAM DIELECTRIC 50 OH		0.00 211-2003-80810	112.20
24	0 2-SMA-MALE PLUG RIGHTANGLE CRIMP CONN NON-		0.00 211-2003-80810	121.14
25	0 3- CONNECTOR, N MALE LMR400 RIGHT ANGLE		0.00 211-2003-80810	112.11
26	0 CONNECTOR, N-MALE CRIMP HEX KNURLED NUT FOI		0.00 211-2003-80810	22.70
27	0 19" X 84" (7') SELF SUPPORTING RELAY RACK, FLAT B		0.00 211-2003-80810	499.77
28	0 GROUND BUS BAR; VERTICAL 72"		0.00 211-2003-80810	348.20
29	0 12-24 X 5/8" THREAD BLK SCREWS 50/PKG		0.00 211-2003-80810	11.68
30	0 2U INTELLIGENT POWER SHELF DUAL BRKR 2 LOAD T		0.00 211-2003-80810	3,220.00
31	0 4- 12VDC 700W POWER MODULE HOT SWAPPABLE F		0.00 211-2003-80810	3,120.00
32	0 3- BLANKING PLATE		0.00 211-2003-80810	42.00
33	0 2- 60VDC 10 AMP5 HYDRAULIC MAGNETIC CIRCUIT E		0.00 211-2003-80810	56.00

PO Description: RADIO REPEATER AND SUPPORTING EQUIPMENT

Detailed Description:

RADIO REPEATER AND SUPPORTING EQUIPMENT
PD

Authorized By: _____

SUBTOTAL:	27,207.32
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	27,207.32



REQUISITION

Requisition #: 97139

Date: 09/23/2026

Vendor #: 3158

ISSUED TO: ADVANCED COMMUNICATIONS AND ELECTRIC
2417 BAYLOR DRIVE SE
ALBUQUERQUE, NM 87106-

SHIP TO: TCPD
507 McAdoo Street
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
34	0 2- 60 VDC 30 AMPS HYDRAULIC MAGNETIC CIRCUIT		0.00 211-2003-80810	56.00
35	0 TRIPP LITE RACKMOUNT POWER SUPPLY		0.00 211-2003-80810	154.98
36	0 (RENTAL) MANLIFT, TOW BEHIND, 55'		0.00 211-2003-80810	1,596.25
37	0 8 LABOR SENIOR TECHNICIAN; SPECIALIST		0.00 211-2003-80810	1,200.00
38	0 12 LABOR SENIOR TECHNICIAN; SPECIALIST		0.00 211-2003-80810	144.00
39	0 12 LABOR		0.00 211-2003-80810	1,800.00
40	0 SHOP SUPPLIES/ HARDWARE		0.00 211-2003-80810	120.00
41	0 152 MILEAGE/ MOBILIZATION		0.00 211-2003-80810	342.00
42	0 2.5 TRAVEL PASSENGER PER HOUR \$75/ HOUR		0.00 211-2003-80810	187.50
43	0 TAX		0.00 211-2003-80810	441.34

PO Description: RADIO REPEATER AND SUPPORTING EQUIPMENT

Detailed Description:

RADIO REPEATER AND SUPPORTING EQUIPMENT
PD

Authorized By: _____

SUBTOTAL:	27,207.32
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	27,207.32



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

Statewide Price Agreement Amendment

**Awarded Vendor:
8 Vendors**

Number: 10-00000-20-00048

Amendment No.: Seven

Term: November 18, 2020 – November 17, 2026

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

Procurement Specialist: Yulastuti Wulandari *YW*

Telephone No.: (505) 469-2248

Email: Yulastuti.Wulandari@gsd.nm.gov

**Invoice:
As Requested**

Title: Communication, Radio Equipment, Parts, Accessories and Related Services

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 18, 2024 to November 17, 2026 at the same price, terms and conditions for (AA) Advanced Communications and Electronics, (AB) Code 3 Service, LLC, (AD) Enchanted Technology Solutions, (AF) Icom America Inc, (AG) L3Harris Technologies Inc., (AH) Motorola Solutions Inc., (AK) Specialty Communications, and (AL) Mobile Communications America.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 8/22/2024



1753 Buildtek Court Ste. B
Las Cruces, NM 88005
(575) 527-4072 Fax: (575) 527-4458

QUOTATION

QUOTE NO.: 24108 - 00
DATE: 9/01/26
TERMS: NET 30
DELIVERY: Best Way Possible

TO: T or C Police Dept.
Louis Tavizon
505 Sims St
T or C, NM 87901

Please reference Quote No. on
Correspondence & purchase orders.
Quote expires 10/31/2026.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	1	KA160	KAIROS VHF REPEATER, 1-25W	3,736.00	3,736.00
2	1	KA-RK2-BPM	19" MOUNT PANEL FOR 2 KAIROS REPEATER	484.80	484.80
3	1	KA-NET-RCM	NETCONTROL - MONITORING AND REMOTE CONTROL LICENSE	178.48	178.48
4	1	KA-MCTCSSM	MCTCSS SW LICENSE	235.52	235.52
5	1	KSGMT90005	RACK, BLACK, 5-PACK	569.60	569.60
6	1	KSGPA22416	VHF AMP, 136-174MHZ, 3W IN 100W OUT, 5 PACK	1,924.20	1,924.20
7	1	DB224-A	150-160MHZ 6DB DIPOLE OMNI BASE ANTENNA	2,375.00	2,375.00
8	1	L4TNF-PSA	POSITIVE STOP N-FEMALE FOR 1/2" LDF4, AL4RPV, HL4RPV	19.40	19.40
9	80	LDF4-50A	CABLE; 1/2" HELIAX	2.78	222.40
10	1	L4TNM-PSA	CONNECTOR; N MALE 1/2" POSITIVE STOP, AVA	18.06	18.06
11	1	IS-B50HN-C2	125-1000 MHZ BULKHEAD MOUNT HIGH POWER POLYPHASED	137.57	137.57
12	1	UA-3G	GALVANIZED UNIVERSAL ANGLE ADAPTER KIT SNAP-IN HANGERS	70.10	70.10
13	1	SSH-12	SNAP-IN HANGER; 1/2" STACKABLE (10 PACK)	20.34	20.34
Continued on following page					

QUOTE NO. 24108-00
T or C Police Dept.

DATE 9/01/26

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
14	30	MT-584-TGV2 #2 AWG GREEN THW-2 7 STRAND TINNED GROUND WIRE	6.22	186.60
15	30	MT-586-G #6 AWG THHN GREEN JACKET STRANDED GROUND WIRE	2.45	73.50
16	3	SG12-12B2U COAX SNAP-GROUND KIT; 1/2"	18.56	55.68
17	2	221213 WEATHERPROOFING KIT FOR CONNECTORS/SPICES	21.18	42.36
18	1	Q2220E DUPLXER 132-174 MHz P NOTCH 4 CAVITY 350 W. 0.5 MHz SEP	2,534.99	2,534.99
19	1	S-200 24" STAND OFF BRKT 1-7/8" OD ANTENNA MOUNTING PIPE	244.39	244.39
20	1	MS-SB50 4" - 9" OD VERTICAL LEG CLAMP SET STAND OFF BRACKETS	225.31	225.31
21	1	BSLMNT2 MOUNTING KIT; V BOLTS FOR BASE STATION ANTENNA	63.75	63.75
22	2	GK-S400TT STANDARD TINNED GROUND KIT FOR LMR400 2-HOLE LUG 3' LEAD	40.70	81.40
23	60	LMR400/1 3/8" BRAIDED FLEXIBLE FOAM DIELECTRIC 50 OHM COAX CABLE	1.87	112.20
24	2	EZ-400-SM-RA-X SMA-MALE PLUG RIGHT ANGLE CRIMP CONN NON-SOLDER PIN	60.57	121.14
25	3	EZ-400-NMH-RA-X CONNECTOR, N MALE LMR400 RIGHT ANGLE	37.37	112.11
26	1	EZ-400-NMH-X CONNECTOR, N-MALE CRIMP HEX KNURLED NUT FOR LMR400	22.70	22.70
27	1	SB556084XUFB 19" X 84" (7') SELF SUPPORTING RELAY RACK, FLAT BLK	499.77	499.77
28	1	SBVB72K GROUND BUS BAR; VERITCAL 72"	348.20	348.20
29	1	93-104050-GEN 12-24 X 5/8" THREAD BLK SCREWS 50/PKG	11.68	11.68
Continued on following page				

QUOTE NO. 24108-00
T or C Police Dept.

DATE 9/01/26

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
30	1	2U5EP 2U INTELLIGENT POWER SHELF DUAL BRKR 2 LOAD TEST	3,220.00	3,220.00
31	4	700-12PM 12VDC 700W POWER MODULE HOT SWAPPABLE FLOATING OUTPUT	780.00	3,120.00
32	3	BPM BLANKING PLATE	14.00	42.00
33	2	CB10 60VDC 10 AMPS HYDRAULIC MAGNETIC CIRCUIT BREAKER	28.00	56.00
34	2	CB30 60VDC 30 AMPS HYDRAULIC MAGNETIC CIRCUIT BREAKER	28.00	56.00
35	1	TRRS1215RA TRIPP LITE RACKMOUNT POWER SUPPLY	154.98	154.98
36	1	RENTAL MANLIFT, TOW BEHIND, 55'	1,596.25	1,596.25
37	8	LABOR TECH IV SENIOR TECHNICIAN; SPECIALIST Repeater and Duplexer Staging, Setup, Programming, and Tuning.	150.00	1,200.00
39	12	LABOR TECH IV SENIOR TECHNICIAN; SPECIALIST	12.00	144.00
40	12	LABOR LABOR Antenna System and Line Installation. Repeater Installation, Testing, and Final Site Configuration.	150.00	1,800.00
42	1	MISC SHOP SUPPLIES/HARDWARE	120.00	120.00
43	152	MILEAGE MILEAGE / MOBILIZATION	2.25	342.00
44	2.50	TRAVEL PASSENGER TRAVEL PASSENGER PER HOUR \$75 / HOUR	75.00	187.50
45	1	10-00000-20-00048 PRICE AGREEMENT COMM, RADIO PARTS & SERVICE EXP 11/17/26 Continued on following page		

QUOTE NO. 24108-00
T or C Police Dept.

DATE 9/01/26

LINE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		Priced In Accordance With State Of New Mexico Contract #10-00000-20-00048 Expiration Date Of 11/17/26	Item Summary Subtotal Sales Tax Grand Total	26,765.98 26,765.98 441.34 27,207.32

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Michael Villa

(575)294-8972 Ext

mvilla@ndvtwowny.com

Accepted
by

LEGAL NAME OF PURCHASER

P.O. No. _____

Date _____

AUTHORIZED SIGNATURE

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

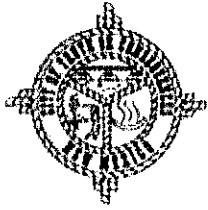
PURCHASE ORDER**PO Number:** 84166**Date:** 09/30/2026**Requisition #:** 97075**Vendor #:** 8872**ISSUED TO:** COAST TO COAST
PO BOX 100
KNOXVILLE, AR 72845-**SHIP TO:** SANITATION
601 Nadyne Court
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		40'X40'X20' VERTICAL 14 GAUGE SHADE BUILDIN 505-3904-80805 INCLUDED BUUILDING /LABOR/SALE/DOCUMENT FEE/FREIGHT(ADD CHARGES)SLATE BLUE ROOF			0.00	22,498.00
2	0		ENGINEERED DRAWINGS SEE QUOTE FOR VENDOR AND 2 ADDITIONAL ONES FOR COMPARISON SOLID WASTE	505-3904-80805		0.00	1,775.00

SUBTOTAL:	24,273.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,273.00

Chief Purchasing Office  **Date:** 9/30/2026**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 #: 97075

Date: 09/10/2026

Vendor #: 8872

ISSUED TO: COAST TO COAST
PO BOX 100
KNOXVILLE, AR 72845-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 40'X40'X20' VERTICAL 14 GAUGE SHADE BUILDING		0.00 505-3904-80805	22,498.00
2	0 ENGINEERED DRAWINGS		0.00 505-3904-80805	1,775.00
PO Description: OVERHEAD SHADE FOR WASH BAY Detailed Description: SEE QUOTE FOR VENDOR AND 2 ADDITIONAL QUOTES FOR 40'X40'X20' OVER HEAD SHADE SOLID WASTE				

Authorized By: _____

SUBTOTAL:	24,273.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,273.00

RY Construction, LLC
 401 HWY 181
 T or C, NM 87901
 Mailing Address
 Po Box 23
 Elephant Butte, NM 87935
 Jose Rios - Owner
 (575)-694-5931

ESTIMATE

City of T or C
 201-283 S Cedar St
 T or C NM 87935

Estimate # 0000366

Estimate Date 05/11/2026

Item	Description	Unit Price	Quantity	Amount
Service	40' x 40' steel shade structure with gutter and Galvalume panel roofing. Includes all material and labor for fabrication and installation	22000.00	1.00	22,000.00
Service	Concrete column pads, 3' x 3' x 3', with #4 reinforced rebar mats	5300.00	1.00	5,300.00
Service	Engineer Fees	1500.00	1.00	1,500.00
Service	State Permit	250.00	1.00	250.00
NOTES: *does not include a bond				
		Subtotal		29,050.00
		+ Tax (8.375%)		2,432.94
		Total		31,482.94
		Amount Paid		0.00
		Estimate		\$31,482.94

 Coast to Coast Online 22525 I-40 Knoxville, Po Box 100 Knoxville Arkansas 72845 sales@getcarports.com (866) 681-7846	Sales: Ruth Feters 22525 I-40 Knoxville, Po Box 100 Knoxville Arkansas 72845 ruth@getcarports.com (479) 774-1437	Building Quote QTE-020827 Date 09/09/2026 Total \$22,498.00
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CUSTOMER DETAILS

City Of T Or C Carmen Howell Billing Address Truth Consq, New Mexico 87901 Shipping Address Truth Consq, New Mexico 87901 chowell@torcnm.gov (575) 894-6939	Commercial Buildings - 40 x 40 x 20 Roof Color: Slate Blue Trim Color: White Sides/Ends Color: NA Wainscot Color: NA 
Ready for Installation? ☐ Jobsite Level? ☐ Permit Required? ☒ Inside City Limit? ☐ Electricity Available? ☐ Installation Surface? <u>Concrete</u>	
Building Dimension: 40'W x 40'L x 20'H Roof Style: Vertical Gauge: 14 Gauge Wind/Snow Rating: 40 PSF GSL Certified Distance on Center:	

40X40' Vertical Roof (Ga : 14 3/12' Roof Pitch)	1	\$18,350.00
20' Height (Ladder Legs Baseraill)	1	\$8,135.00
40 PSF GSL Certified	1	\$0.00
Manufacturer Discount (Labor Day Sale!)	1	(\$5,297.00)
Truss Name : Standard Truss		
Document Fee : \$5.00 Freight Charges : \$1,305.00 Lift Required : \$0.00 Engineered Drawing Fee : \$0.00		

NOTES Customer must provide a reach lift at time of installation. Engineered Drawings- \$1775.00	<table> <tr> <td>Building Amount</td><td>\$26,485.00</td></tr> <tr> <td>Manufacturer Discount (Labor Day Sale!)</td><td>(\$5,297.00)</td></tr> <tr> <td>Sub Total</td><td>\$21,188.00</td></tr> <tr> <td>Tax</td><td>\$0.00</td></tr> <tr> <td>Additional Charges</td><td>\$1,310.00</td></tr> <tr> <td>Grand Total</td><td>\$22,498.00</td></tr> <tr> <td colspan="2">Pay Now</td></tr> <tr> <td>Downpayment</td><td>\$0.00</td></tr> <tr> <td>Balance Due</td><td>\$22,498.00</td></tr> </table>	Building Amount	\$26,485.00	Manufacturer Discount (Labor Day Sale!)	(\$5,297.00)	Sub Total	\$21,188.00	Tax	\$0.00	Additional Charges	\$1,310.00	Grand Total	\$22,498.00	Pay Now		Downpayment	\$0.00	Balance Due	\$22,498.00
Building Amount	\$26,485.00																		
Manufacturer Discount (Labor Day Sale!)	(\$5,297.00)																		
Sub Total	\$21,188.00																		
Tax	\$0.00																		
Additional Charges	\$1,310.00																		
Grand Total	\$22,498.00																		
Pay Now																			
Downpayment	\$0.00																		
Balance Due	\$22,498.00																		

BUILDING VIEW

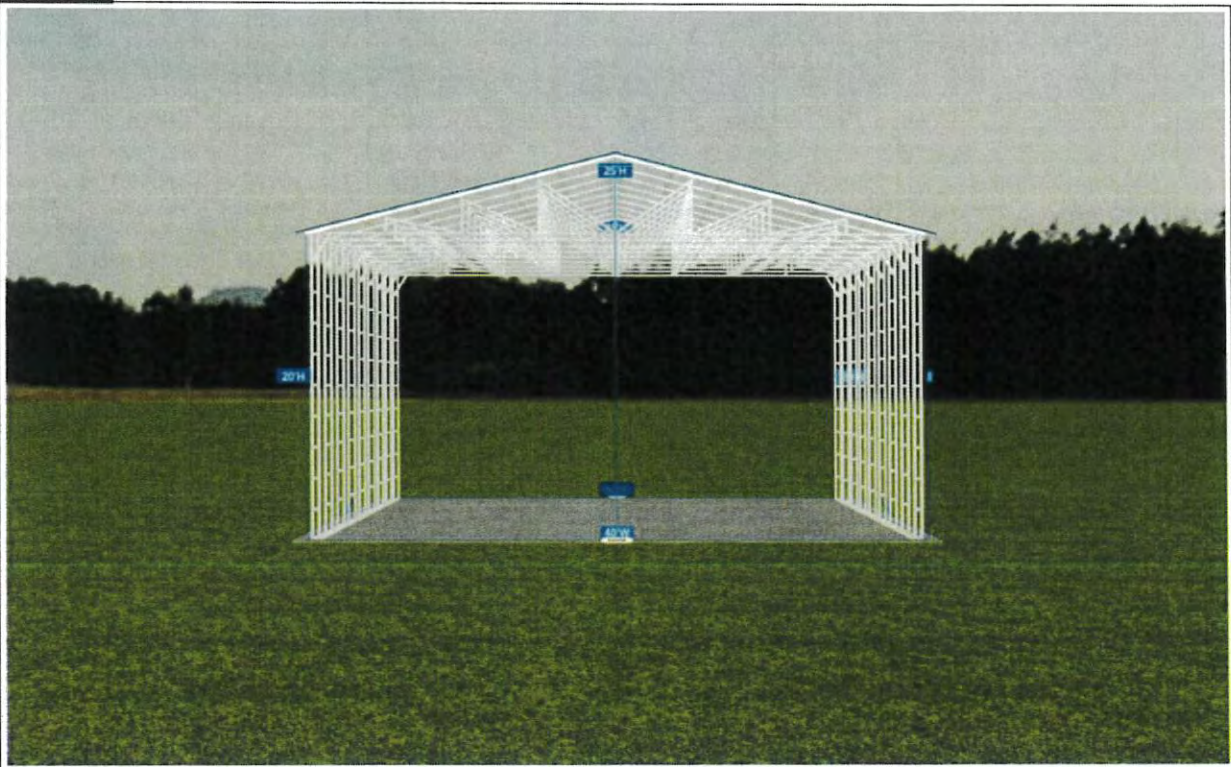


IMAGE 1

BUILDING VIEW



IMAGE 2

BUILDING VIEW

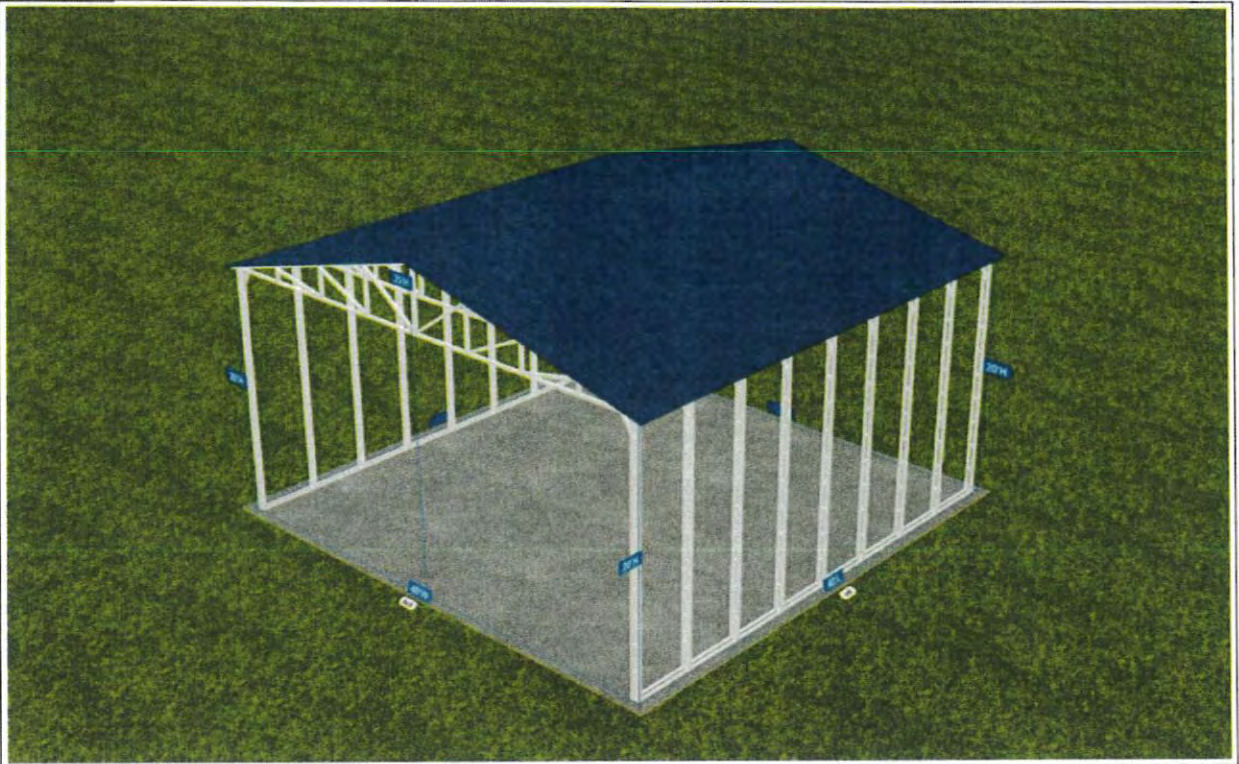


IMAGE 3

BUILDING VIEW

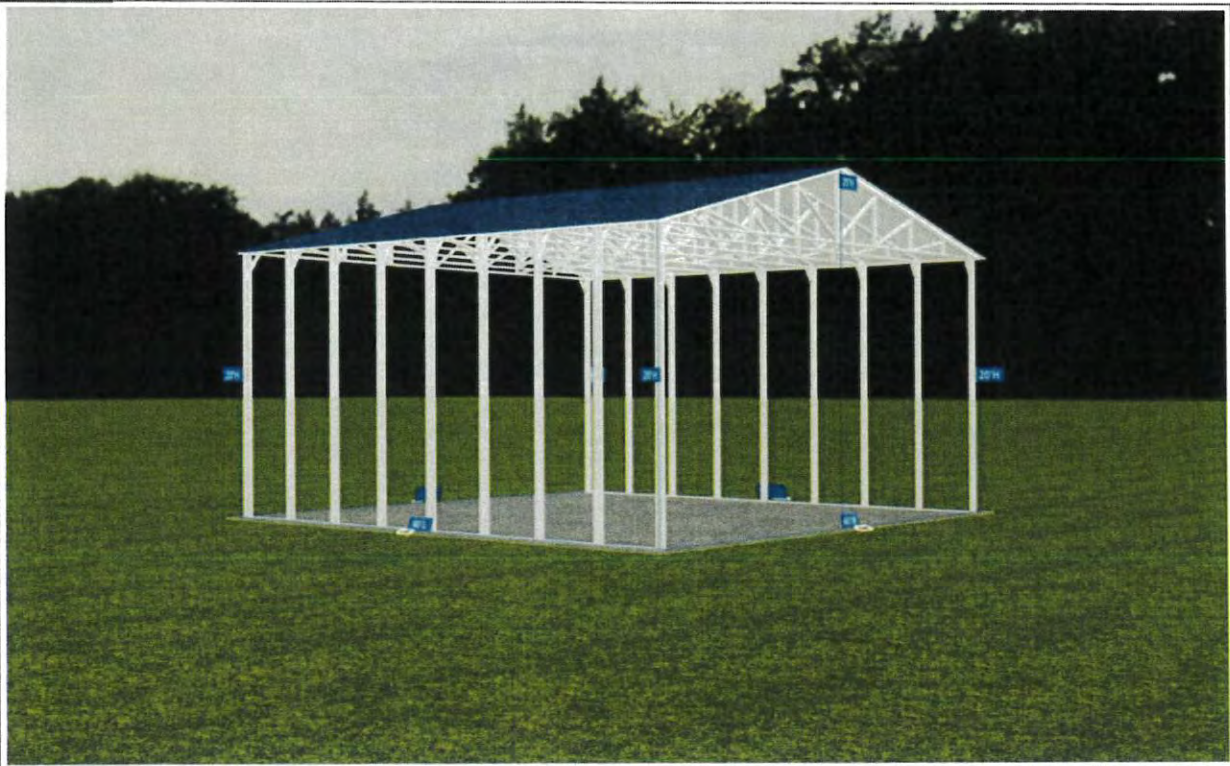


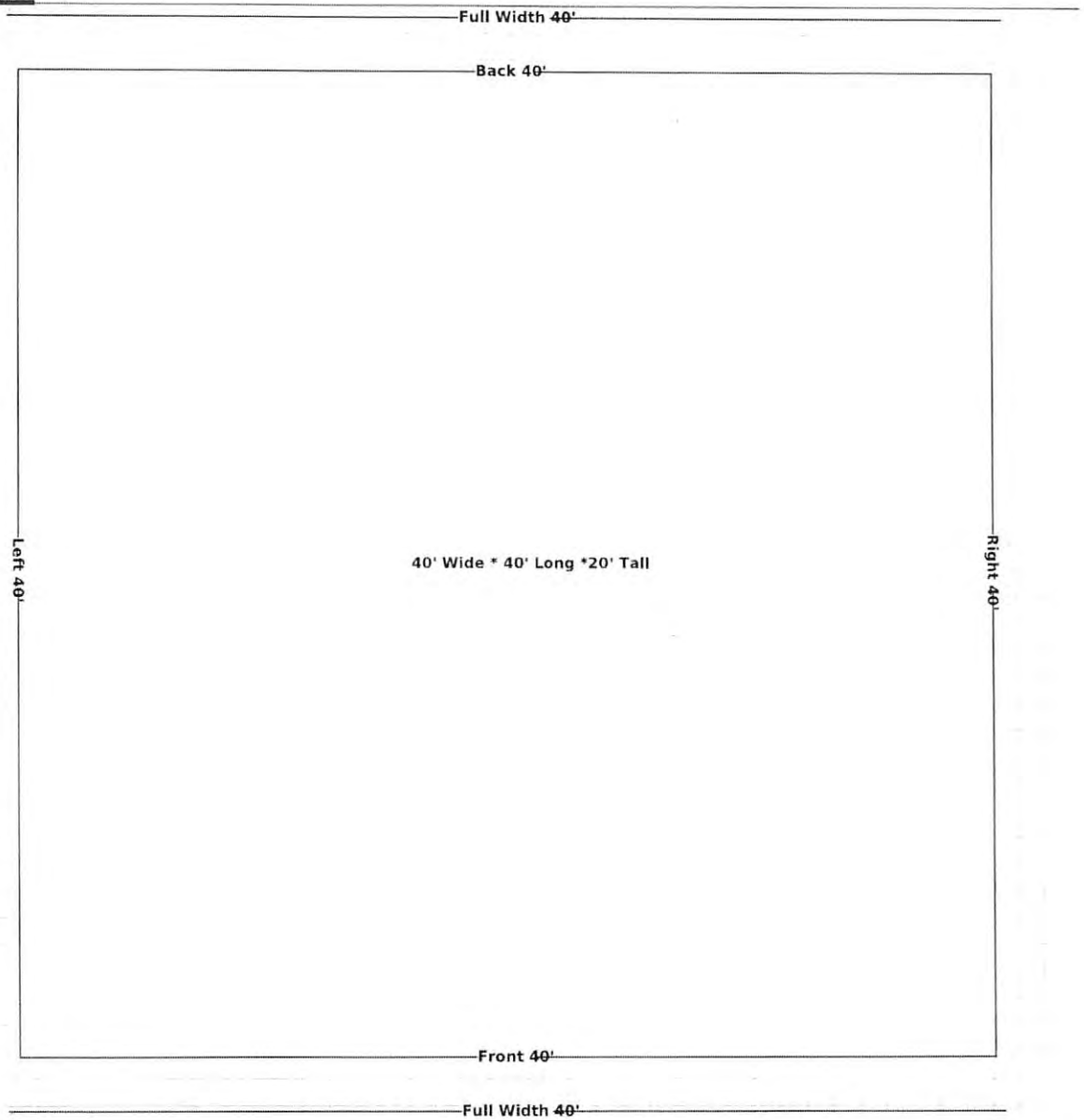
IMAGE 4

BUILDING VIEW



IMAGE 5

2D DRAWING-1



LEGENDS

- | | | | | | | |
|-------------|----------------------|--------------------------|-----------------------|---------|------------------|-----------|
| Garage Door | Garage Door Frameout | Walk in Door | Walk in Door Frameout | Windows | Windows Frameout | Open Wall |
| Close Wall | Distance | Storage Length (Utility) | Cupola | | | |



PHONE: (575) 437-7816 FAX: (575) 437-0984
P.O. Box 1745 • Alamogordo, NM 88311 NM License No. 50235

September 3, 2026

Proposal for T or C - Recycling and Waste Collection Center Wash Bay Shade

Prices Below are to be honored from Statewide Price Agreement #40-00000-23-00034

As Per Scope of Work Below:

7 - Superintendent Regular Hours Worked, projects over \$60,000 - \$100.00 x 240 =	\$24,000.00
9 - Journeyman or Experienced Regular Hours Worked, projects over \$60,000 - \$60.00 x 40 =	\$2,400.00
11 - Laborer Regular Hours Worked, projects over \$60,000 - \$45.00 x 40 =	\$1,800.00
13 - Diagnosis, Project Estimates, Troubleshooting, Other - \$110.00 x 10 =	\$1,100.00
15 - Daily per Diem Rate - \$110.00 x 30 =	\$3,300.00
16 - Mileage - \$0.57 x 136 miles 1 way x 60 Trips = 8,160 miles - 50 Miles per Trip = 5,160 Miles =	\$2,941.20
Materials =	\$29,449.00

Sub-Contractors:

Lilley Engineering	\$2,950.00
Tena Construction	\$15,400.00
V4	\$16,000.00
Sub-Total =	\$99,340.20
Bond =	\$1,986.80
Sub-Total =	\$101,327.00
NMGRT as of July 1, 2026 @ 8.3750% =	\$8,486.14

Grand Total with NMGRT =	\$109,813.14
---------------------------------	---------------------

The above prices includes the following:

1. Supervision & 2026 Wage Rates
2. Foundation Engineering and State Permitting
3. Payment & Performance Bonds
4. Furnish and install one 40' x 40' steel shade structure (20' High Side and Single Slope to 16.66' Low Side) complete with 24 Ga. Galvalume PBR metal roofing, gutter, and all required materials, labor, equipment, fabrication, and installation. (Roof Only, No Walls)
5. Concrete Work to Include:
 - Saw cut and remove existing exterior concrete slab at six (6) new column locations.
 - Excavate for six (6) new concrete column footings, currently estimated as follows:- Two (2) footings - 5' x 5' x 3' deep & Four (4) footings - 3.5' x 3.5' x 3' deep.
 - Footing sizes are based on estimated requirements for resistance to uplift forces and are subject to final engineered design.
 - Furnish and install reinforcing steel at all new column footings in accordance with the final engineered design.
 - Furnish, place, and finish concrete for all six (6) column footings.
 - Furnish and install six (6) 6" painted steel bollards at the new shade structure, including finish painting.
 - Patch and/or replace existing concrete around completed footings as required.
 - Include all required saw cutting, demolition, excavation, removal/disposal, forming, reinforcing, concrete placement, finishing, and cleanup associated with the work.

The following is not included:

1. Materials Testing
2. Anything Not Mentioned Above
3. Builders Risk Insurance
4. Allowances of Any Kind
5. SWPPP Plan & Implementations
6. Traffic Control Plan or Implementation
7. Pest Control
8. NMGRT Increases
9. Special Inspections
10. Anything Not Mentioned Above

This quote is valid for 30 days from today's date.

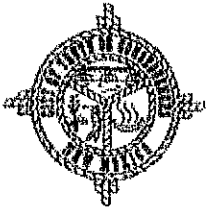
Thank you for this opportunity. We look forward to working with you in the near future. Please do not hesitate to contact White Sands Construction, Inc., regarding all of your future design/build requirements.

Sincerely,
White Sands Construction, Inc.

Catlin Curry

Catlin Curry
Executive V.P./ Estimator
(575) 437-7816 ext. 1 or Cell - 575-430-4146

Sign and Date to Accept Below:

**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:** 84186**Date:** 10/06/2026**Requisition #:** 97192**Vendor #:** 9376

ISSUED TO: JOHNSON CONTROLS FIRE PROTECTION LP
5757 N GREEN BAY AVE
MILWAUKEE, WI 82417-6107

SHIP TO: FACILITY
330 East Riverside
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		FIRE PROTECTION SERVICES - CITY WIDE	101-1014-43403		0.00	42,867.62
2	0		FIRE PROTECTION SERVICES - CIVIC CENTER	214-2503-43403		0.00	6,854.93
3	0		FIRE PROTECTION SERVICES - AIRPORT	509-4403-43403		0.00	704.92
4	0		TOTAL ESTIMATED TAX	101-1014-43403		0.00	4,223.30

FIRE PROTECTION PLANNED SERVICE AGREEMENT - CITY WIDE

VENDOR: JOHNSON CONTROLS FIRE PROTECTION, LP

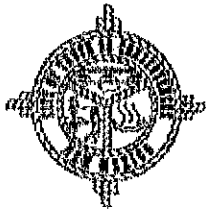
STATEWIDE PRICE AGREEMENT: 30-00000-22-00029AI

PER PLANNED SERVICE AGREEMENT: CPQ-1227996(PAGE 20)
FACILITY

SUBTOTAL:	54,650.77
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	54,650.77

Chief Purchasing Office W. L. H.**Date:** 10/6/2026**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 recaptured 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 #: 97192

Date: 10/05/2026

Vendor #: 9376

ISSUED TO: JOHNSON CONTROLS US HOLDING INC
5757 N GREEN BAY AVE
MILWAUKEE, WI 82417-6107

SHIP TO: FACILITY
330 East Riverside
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 FIRE PROTECTION SERVICES - CITY WIDE		0.00 101-1014-43403	42,867.62
2	0 FIRE PROTECTION SERVICES - CIVIC CENTER		0.00 214-2503-43403	6,854.93
3	0 FIRE PROTECTION SERVICES - AIRPORT		0.00 509-4403-43403	704.92
4	0 TOTAL ESTIMATED TAX		0.00 101-1014-43403	4,223.30

PO Description: FIRE PROTECTION PLANNED SERVICE AGREEMENT

Detailed Description:

FIRE PROTECTION PLANNED SERVICE AGREEMENT - CITY WIDE

VENDOR: JOHNSON CONTROLS FIRE PROTECTION, LP

STATEWIDE PRICE AGREEMENT: 30-00000-22-00029AI
FACILITY

Authorized By: _____

SUBTOTAL:	54,650.77
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	54,650.77



State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:

0000146733

Johnson Controls Fire Protection, LP

5757 N Green Bay Ave

Milwaukee, WI 53209

Contact: Tom Staves

Email: Thomas.staves@jci.com

Telephone No.: (443) 676-8813

Price Agreement Number: 30-00000-22-00029AI

Master Agreement Number: 99SWC-NV23-16270

Payment Terms: As requested

F.O.B.: Destination

Delivery: As Requested

Ship To:

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

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 670-1561

Email: raelynn.lujan@gsd.nm.gov

Invoice:

As Requested

Title: **Security and Fire Protection Services**

Term: **August 18, 2023 thru July 31, 2028**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

NASPO ValuePoint Link:

<https://www.naspovaluepoint.org/portfolio/security-fire-protection-services-2023-2028/>

NASPO ValuePoint
PARTICIPATING ADDENDUM
SECURITY & FIRE PROTECTION
SERVICES
Led by the State of Nevada



Master Agreement #: **99SWC-NV23-16270**

New Mexico Statewide Price Agreement #30-00000-22-00029

Contractor: **Johnson Controls Fire Protection, LP**

Resellers: **Johnson Controls, Inc. & Johnson Controls Security Solutions**

Participating Entity: **STATE OF NEW MEXICO**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Security and Fire Protection Services (2023-2028)** led by the State of Nevada for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tom Staves
Address:	5757 N Green Bay Ave, Milwaukee, WI 53209
Telephone:	(443) 676-8813
Email:	Thomas.staves@jci.com

NASPO ValuePoint
PARTICIPATING ADDENDUM
SECURITY & FIRE PROTECTION
SERVICES
 Led by the State of Nevada



Participating Entity

Name:	Raelynn Lujan
Address:	1100 S. St. Francis Drive, Room 2016
Telephone:	(505) 670-1561
Email:	Raelynn.lujan@gsd.nm.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Johnson Controls – Additional Terms Delegated to the PA Level by Master Agreement

1. **Limitation of Liability.** IN NO EVENT SHALL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DAMAGES, CLAIMS, DEMANDS, SUITS, COSTS, OR LOSS RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNT PAID TO JOHNSON CONTROLS UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. **Taxes:** The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. PLEASE NOTE: NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

NASPO ValuePoint
PARTICIPATING ADDENDUM
SECURITY & FIRE PROTECTION
SERVICES
Led by the State of Nevada



2. Retainage:

Reserved

3. Performance Bond:

Reserved

4. Term: THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the New Mexico State Purchasing Agent and end on . The Participating State reserves the right to renew the Participating Addendum on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150.

5. Termination:

a) Grounds. The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

b) Notice; Participating State Opportunity to Cure.

(1) Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

(2) Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

(3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

NASPO ValuePoint

PARTICIPATING ADDENDUM

**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada



c) **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. **Appropriations:** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor:** The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. **Conflict of Interest; Governmental Conduct Act:**

a) The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

b) The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- (1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;
- (2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- (3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;
- (4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
- (5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- (6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Participating State.

c) Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

d) All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment:

a) This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.

b) If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. Merger: This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Penalties for violation of law: The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance: The Contractor agrees 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 of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation: The Contractor agrees to comply with the Participating State's laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Participating State.

14. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating State to recover excessive or illegal payments.

16. Invalid Term or Condition: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. Enforcement of Agreement: A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion: In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.

NASPO ValuePoint
PARTICIPATING ADDENDUM
SECURITY & FIRE PROTECTION
SERVICES
Led by the State of Nevada



19. Notices: Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Participating State:

Name: State Purchasing Director, State Purchasing Division
Address: 1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone: (505) 827-0472
Email:

To the Contractor: A3 Communications

Name: Brian Thomas
Address: 1038 Kinley Rd, Irmo, SC 29063
Telephone: 803-744-5000
Contact: Brian Thomas
Email: brian.thomas@a3communications.com

20. Succession: This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

21. Headings: Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. Default/Breach: In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

23. Equitable Remedies: Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

24. New Mexico Employees Health Coverage:

a) If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed \$250,000.

b) Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.

c) Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

25. Indemnification: The Contractor shall defend, indemnify and hold harmless the Purchasing Entity and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Participating State and the Risk Management Division of the New Mexico General Services Department by certified mail.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

26. Default and Force Majeure: The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without cost to the Purchasing Entity, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Participating State and/or the Purchasing Entity due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the Order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Participating State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Participating State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment: The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Participating State.

28. Subcontracting: The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Participating State.

29. Inspection of Plant: The Participating State may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty: The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

31. Condition of Proposed Items: Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

32. Release: Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality: Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.

34. Contractor Personnel:

a) Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Thomas Staves

b) Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to the Participating State's approval. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.

35. Incorporation by Reference and Precedence: In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for

NASPO ValuePoint
PARTICIPATING ADDENDUM
SECURITY & FIRE PROTECTION
SERVICES
Led by the State of Nevada



additional detail in the following order of precedence: (1) this Participating Addendum; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.

36. Inspection: If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services: If this Agreement is for the purchase of services, the following terms shall apply.

a) Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

b) The Contractor shall provide and maintain an inspection system acceptable to the Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

c) The Participating State has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

d) If the Participating State performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

e) If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Participating State may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

f) If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Participating State may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

NASPO ValuePoint

PARTICIPATING ADDENDUM

**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada



THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. Insurance: If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

a) Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

b) Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

(1) Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

(2) Property damage or combined single limit coverage: \$1,000,000.

(3) Automobile liability (including non-owned automobile coverage): \$1,000,000.

(4) Umbrella: \$1,000,000.

c) Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

39. Arbitration: Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 et seq.

40. Reporting:

The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

Fourth June 30 July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted.

41. Fees:

The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to one percent (1.00 %) of the total sales and other revenues derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number **30-00000-22-00029AI** and include the remittance check with the quarterly sales report.

Reports may be submitted via U.S. mail to NM State Purchasing Division or via email to: GSD.QuarterlyUsageR@gsd.nm.gov

For payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
Joseph Montoya Building, Room 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

42. Lease Agreements:

Update if Lease are allowed under the MA and by NM, otherwise insert "Reserved."

43. Subcontractors: All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

5. Lease Agreements: *[If applicable, insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved".]*

NASPO ValuePoint
PARTICIPATING ADDENDUM
SECURITY & FIRE PROTECTION
SERVICES
 Led by the State of Nevada



6. Subcontractors: All contactors, dealers, and resellers authorized in the State of *New Mexico*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of New Mexico	Contractor: Johnson Controls Fire Protection LP
Signature: <i>Valerie Paulk</i> x This Price Agreement was signed on behalf of the State Purchasing Agent	Signature: <i>Richard C. Slack</i>
Name: Dorothy Mendonca	Name: Johnson Controls Fire Protection, LP Richard Slack
Title: State Purchasing Agent	Title: Metro General Manager
Date: 8/18/2023	Date: 8/18/2023 9:51 AM PDT

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspo.org

*[Please email fully executed PDF copy of this
document to*

PA@naspovaluepoint.org

*to support documentation of participation and posting
in appropriate data bases.]*

Certificate Of Completion

Envelope Id: 81E7E1B103FB49FEA0054D3058CD4FBE
 Subject: 30-00000-22-00029A| Johnson Controls Award
 Source Envelope:
 Document Pages: 17
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
 Raelynn Lujan
 1100 S Saint Francis Dr
 Santa Fe, NM 87502
 Raelynn.Lujan@gsd.nm.gov
 IP Address: 164.64.62.10

Record Tracking

Status: Original
 8/18/2023 1:44:48 PM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected
 Holder: Raelynn Lujan
 Raelynn.Lujan@gsd.nm.gov
 Pool: StateLocal
 Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events

Michael Saavedra
 Michael.Saavedra@gsd.nm.gov
 New Mexico General Services
 Security Level: Email, Account Authentication
 (None)

Signature

MS
 Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10

Timestamp

Sent: 8/18/2023 1:47:51 PM
 Viewed: 8/18/2023 1:58:24 PM
 Signed: 8/18/2023 1:59:15 PM

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Raelynn Lujan
 raelynn.lujan@gsd.nm.gov
 New Mexico General Services
 Security Level: Email, Account Authentication
 (None)

Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10

Sent: 8/18/2023 1:59:16 PM
 Viewed: 8/18/2023 1:59:57 PM
 Signed: 8/18/2023 2:00:00 PM

Electronic Record and Signature Disclosure:

Accepted: 6/26/2020 4:27:38 PM
 ID: 6aae9b5a-2aef-4297-a7b0-369c22309d31

Valerie Paulk
 valerie.paulk@gsd.nm.gov
 Signed of Behalf of State Purchasing Agent
 New Mexico General Services
 Signing Group: 35000 - State Purchasing Agent
 Security Level: Email, Account Authentication
 (None)

Valerie Paulk
 Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10

Sent: 8/18/2023 2:00:01 PM
 Viewed: 8/18/2023 2:00:32 PM
 Signed: 8/18/2023 2:00:43 PM

Electronic Record and Signature Disclosure:

Accepted: 6/29/2020 9:40:59 AM
 ID: f12ca6d0-7c8a-4de4-b58f-8180244887ff

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/18/2023 1:47:51 PM
Certified Delivered	Security Checked	8/18/2023 2:00:32 PM
Signing Complete	Security Checked	8/18/2023 2:00:43 PM
Completed	Security Checked	8/18/2023 2:00:43 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

J. Required hardware and software

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

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

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

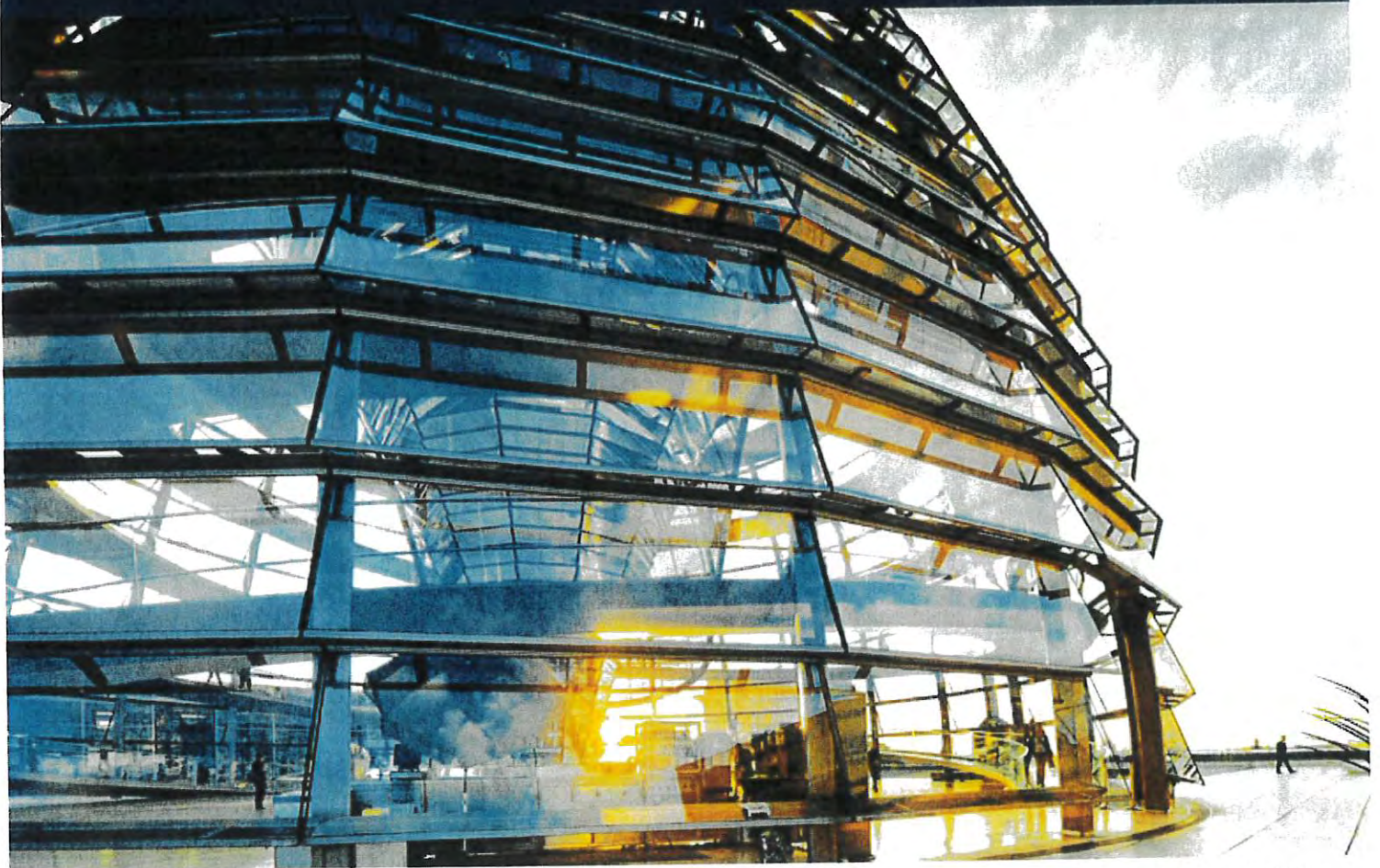
To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access;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

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

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

City of Truth or Consequences PSA - CPQ-1227996

Planned Service Agreement



Johnson Controls Fire Protection, LP
5500 Midway Park Place NE
Albuquerque NM87109
USA

Proposal Presented On:
10-01-2026

Items cited in this quote are products and installation services priced in accordance with Johnson Control Fire Protection LP's NASPO Value Point Cooperative Agreement 99SWC-NV23-16270. Terms and Conditions within this Master Agreement are also included in Johnson Control Fire Protection LP's New Mexico State Contract #30-00000-22-00029.



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of T or C Administrative
401 MCADOO ST,
TRUTH OR CONSEQUENCES, NM 87901-0000

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-EE-EMERGENCY LIGHT			
EMERGENCY EXIT LIGHT SYSTEM	City Admin Annex Building		\$1,552.86
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)	Est. First Inspection: October	Annual	
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:			\$1,552.86



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of T or C Library
325 LIBRARY LN,
TRUTH OR CONSEQUENCES, NM 87901-0000

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY (Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Library			\$4,799.74
SYSTEM-FA-MIRTONE			
MIRTONE FIRE ALARM SYSTEM	Est. First Inspection: October		
Main Fire Alarm Panel		Annual	
Fire Alarm Battery Test (each)		Annual	
Digital Alarm Communicator Transmitter (DACT)		Annual	
Smoke Sensor Addressable		Annual	
Pull Station		Annual	
Audio-Visual Unit Addressable		Annual	
FIRE ALARM ESSENTIAL SERVICE OFFER Total:			\$3,246.88
SYSTEM-EE-EMERGENCY LIGHT			
EMERGENCY EXIT LIGHT SYSTEM	Est. First Inspection: October		
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)		Annual	
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:			\$1,552.86



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of T or C Civic Center
400 W 4TH AVE,
TRUTH OR CONSEQUENCES, NM 87901-0000

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY (Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Civic Center			\$6,854.93
SYSTEM-FA-GAMEWELL PROG			
GAMEWELL PROG SYSTEM		Est. First Inspection: October	
Main Fire Alarm Panel		Annual	
Fire Alarm Battery Test (each)		Annual	
Digital Alarm Communicator Transmitter (DACT)		Annual	
Smoke Sensor Addressable		Annual	
Pull Station		Annual	
Audio-Visual Unit Addressable		Annual	
Waterflow Test		Annual	
Tamper Switch		Annual	
FIRE ALARM ESSENTIAL SERVICE OFFER Total:			\$2,296.56
SYSTEM-SP-WET SPRINKLER			
WET SPRINKLER SYSTEM		Est. First Inspection: October	
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)		Quarterly	
SPRINKLER ESSENTIAL SERVICE OFFER Total:			\$2,641.00



SERVICE SOLUTION

SYSTEM-SP-BACKFLOW

BACKFLOW SYSTEM

Est. First Inspection: October

Backflow Preventer-Fire

Annual

SPRINKLER ESSENTIAL SERVICE OFFER Total:

\$834.00

SYSTEM-EE-EMERGENCY LIGHT

EMERGENCY EXIT LIGHT SYSTEM

Est. First Inspection: October

Emergency/Exit Lighting (Annual
Including 90 Minute Load Test)

Annual

EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:

\$1,083.37



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of T or C Meal Site
360 W 4TH AVE,
TRUTH OR CONSEQUENCES, NM 87901-0000

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY (Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Sierra Joint Office of Aging (SJOA)			\$6,236.86
SYSTEM-FA-MIRTONE			
MIRTONE FIRE ALARM SYSTEM	Est. First Inspection: October		
Main Fire Alarm Panel		Annual	
Fire Alarm Battery Test (each)		Annual	
Digital Alarm Communicator Transmitter (DACT)		Annual	
Smoke Sensor Addressable		Annual	
Pull Station		Annual	
Audio-Visual Unit Addressable		Annual	
FIRE ALARM ESSENTIAL SERVICE OFFER Total:			\$3,388.00
SYSTEM-KH-ANSUL			
ANSUL HOOD SYSTEM	Est. First Inspection: October		
Single Tank Suppression System (Includes all Links & Pipe Blow Out)		Semi-Annual	
KITCHEN HOOD ESSENTIAL SERVICE Total:			\$1,296.00
SYSTEM-EE-EMERGENCY LIGHT			
EMERGENCY EXIT LIGHT SYSTEM	Est. First Inspection: October		



SERVICE SOLUTION

Emergency/Exit Lighting (Annual
Including 90 Minute Load Test)

Annual

EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:

\$1,552.86



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of T or C Commission Cham
405 W 3RD AVE,
TRUTH OR CONSEQUENCES, NM 87901-0000

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Commission Chambers			\$4,832.78
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SYSTEM-FA-MIRTONE

MIRTONE FIRE ALARM SYSTEM Est. First Inspection: October

Main Fire Alarm Panel	Annual
Fire Alarm Battery Test (each)	Annual
Digital Alarm Communicator Transmitter (DACT)	Annual
Smoke Sensor Addressable	Annual
Pull Station	Annual
Audio-Visual Unit Addressable	Annual

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$3,279.92

SYSTEM-EE-EMERGENCY LIGHT

EMERGENCY EXIT LIGHT SYSTEM Est. First Inspection: October

Emergency/Exit Lighting (Annual Including 90 Minute Load Test)	Annual
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EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total: \$1,552.86



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of T or C WNMU
601 Sunset St,
TRUTH OR CONSEQUENCES, NM 87901

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY (Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
City of Truth or Consequences			\$6,588.58
SYSTEM-FA-HONEYWELL PROG			
HONEYWELL PROG SYSTEM	Est. First Inspection: October		
Main Fire Alarm Panel		Annual	
Fire Alarm Battery Test (each)		Annual	
Digital Alarm Communicator Transmitter (DACT)		Annual	
Smoke Sensor Addressable		Annual	
Pull Station		Annual	
Audio-Visual Notification Conventional		Annual	
FIRE ALARM ESSENTIAL SERVICE OFFER Total:			\$1,098.72
SYSTEM-SP-WET SPRINKLER			
WET SPRINKLER SYSTEM	Est. First Inspection: October		
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)		Quarterly	
SPRINKLER ESSENTIAL SERVICE OFFER Total:			\$2,641.00
SYSTEM-EE-EMERGENCY LIGHT			



SERVICE SOLUTION

EMERGENCY EXIT LIGHT SYSTEM

Est. First Inspection: November

Emergency/Exit Lighting (Annual
Including 90 Minute Load Test)

Annual

EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:

\$1,552.86

SYSTEM-SF-EYE WASH STA

EYE WASH STATION SYSTEM

Est. First Inspection: November

Eye Wash Station Plumbed

Monthly

SAFETY ESSENTIAL SERVICE OFFER Total:

\$1,296.00



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of T or C Sanitation
601 Nadyne Court,
TRUTH OR CONSEQUENCES AIR, NM 87901

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Sanitation Department			\$7,689.43
SYSTEM-FA-GAMEWELL PROG			
GAMEWELL PROG SYSTEM		Est. First Inspection: October	
Main Fire Alarm Panel		Annual	
Fire Alarm Battery Test (each)		Annual	
Smoke Sensor Addressable		Annual	
Pull Station		Annual	
Audio-Visual Unit Addressable		Annual	
FIRE ALARM ESSENTIAL SERVICE OFFER Total:			\$1,920.24
SYSTEM-SP-WET SPRINKLER			
WET SPRINKLER SYSTEM		Est. First Inspection: October	
Wet System Test & Inspect (Includes		Quarterly	
Tamper, Flow, Gate Valve, Fire Dept			
Connection Plastic Caps, Valve Trim &			
Main Drain Valve)			
SPRINKLER ESSENTIAL SERVICE OFFER Total:			\$2,641.00
SYSTEM-SP-BACKFLOW			
BACKFLOW SYSTEM		Est. First Inspection: October	



SERVICE SOLUTION

Backflow Preventer-Fire

Annual

SPRINKLER ESSENTIAL SERVICE OFFER Total:

\$834.00

SYSTEM-SP-UNDRGRND/HYDRNT

HYDRANT SYSTEM

Est. First Inspection: October

Hydrant Test & Inspect

Annual

SPRINKLER ESSENTIAL SERVICE OFFER Total:

\$741.33

SYSTEM-EE-EMERGENCY LIGHT

EMERGENCY EXIT LIGHT SYSTEM

Est. First Inspection: October

Emergency/Exit Lighting (Annual
Including 90 Minute Load Test)

Annual

EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:

\$1,552.86



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
Waste Water Plant Department
1595 Animal Shelter Rd,
Truth Or Consequences, NM 87901

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-EE-EMERGENCY LIGHT			
EMERGENCY EXIT LIGHT SYSTEM			
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)		Annual	
Est. First Inspection: October			
Waste Water Plant			\$1,552.86
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER		Total:	\$1,552.86



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of T or C Golf Course
685 MARIE ST,
TRUTH OR CONSEQUENCES, NM 87901-0000

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-EE-EMERGENCY LIGHT			
EMERGENCY EXIT LIGHT SYSTEM	City of T or C Golf Course		\$1,552.86
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)	Est. First Inspection: October	Annual	
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:			\$1,552.86



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
Truth or Consequences Municipal Airport
Highway 181 North St.,
Truth Or Consequences, NM 87901

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Municipal Airport	\$704.92
SYSTEM-EE-EMERGENCY LIGHT			
EMERGENCY EXIT LIGHT SYSTEM	Est. First Inspection: October		
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)		Annual	
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:			\$704.92



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
Truth or Consequences Fire Station
310 E 9th Ave,
Truth Or Consequences, NM 87901

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-EE-EMERGENCY LIGHT		Fire Station	\$2,505.35
EMERGENCY EXIT LIGHT SYSTEM	Est. First Inspection: October		
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)		Annual	
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER	Total:		\$1,695.35
SYSTEM-KH-ANSUL			
ANSUL HOOD SYSTEM	Est. First Inspection: October		
Single Tank Suppression System (Includes all Links & Pipe Blow Out)		Semi-Annual	
KITCHEN HOOD ESSENTIAL SERVICE	Total:		\$810.00



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
Municipal Swimming Pool
775 Daniels St,
Truth Or Consequences, NM 87901

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Municipal Swimming Pool	\$1,695.35
SYSTEM-EE-EMERGENCY LIGHT			
EMERGENCY EXIT LIGHT SYSTEM	Est. First Inspection: October		
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)		Annual	
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:			\$1,695.35



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR
CONSEQUENCES , NM 87901-0000

Service Location:
Truth or Consequences Municipal Court
297 W 3rd Ave,
Truth Or Consequences, NM 87901

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-EE-EMERGENCY LIGHT		Municipal Court	\$1,603.17
EMERGENCY EXIT LIGHT SYSTEM	Est. First Inspection: October		
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)		Annual	
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:			\$1,603.17



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of Truth or Consequences Animal Shelter
1101 Cedar St,
Truth Or Consequences, NM 87901

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY (Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-EE-EMERGENCY LIGHT		Animal Shelter	\$704.92
EMERGENCY EXIT LIGHT SYSTEM	Est. First Inspection: October		
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)		Annual	
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total:			\$704.92



SERVICE SOLUTION

Customer #: 4763312
City of Truth or Consequences
Date: 1-Oct-26
Proposal #: CPQ-1227996
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
City of Truth or Consequences NM
505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901-0000

Service Location:
City of Truth or Consequences Finance
Department
505 Sims St,
Truth Or Consequences, NM 87901

Johnson Controls Fire Protection LP
Sales Representative:
Daryl Munn
5500 Midway Park Place NE
Albuquerque NM 87109
daryl.munn@jci.com
(505) 203-7090

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Finance & Utilities Department			\$1,552.86
SYSTEM-EE-EMERGENCY LIGHT			
EMERGENCY EXIT LIGHT SYSTEM	Est. First Inspection: October		
Emergency/Exit Lighting (Annual Including 90 Minute Load Test)		Annual	

EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER Total: \$1,552.86

Subtotal Contract Value (less tax): \$50,427.47

Total Estimated Tax: \$4,223.30

Total Contract Value with Estimated Tax: \$54,650.77

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler	Kitchen Suppression	Emergency Lights	Safety / First Aid / SCBA	Location Total
City of T or C Administrative	401 MCADOO ST,	TRUTH OR CONSEQUENCES	NM	87901-000 0	\$0.00	\$0.00	\$0.00	\$1,552.86	\$0.00	\$1,552.86
City of T or C Library	325 LIBRARY LN,	TRUTH OR CONSEQUENCES	NM	87901-000 0	\$3,246.88	\$0.00	\$0.00	\$1,552.86	\$0.00	\$4,799.74
City of T or C Civic Center	400 W 4TH AVE,	TRUTH OR CONSEQUENCES	NM	87901-000 0	\$2,296.56	\$3,475.00	\$0.00	\$1,083.37	\$0.00	\$6,854.93
City of T or C Meal Site	360 W 4TH AVE,	TRUTH OR CONSEQUENCES	NM	87901-000 0	\$3,388.00	\$0.00	\$1,296.00	\$1,552.86	\$0.00	\$6,236.86
City of T or C Commission Cham	405 W 3RD AVE,	TRUTH OR CONSEQUENCES	NM	87901-000 0	\$3,279.92	\$0.00	\$0.00	\$1,552.86	\$0.00	\$4,832.78
City of T or C WNMU	601 Sunset St,	TRUTH OR	NM	87901	\$1,098.72	\$2,641.00	\$0.00	\$1,552.86	\$1,296.00	\$6,588.58

SERVICE SOLUTION

		CONSEQ UENCES								
City of T or C Sanitation	601 Nadyne Court,	TRUTH OR CONSEQ UENCES AIR	NM	87901	\$1,920.24	\$4,216.33	\$0.00	\$1,552.86	\$0.00	\$7,689.43
Waste Water Plant Department	1595 Animal Shelter Rd,	Truth Or Conseque nces	NM	87901	\$0.00	\$0.00	\$0.00	\$1,552.86	\$0.00	\$1,552.86
City of T or C Golf Course	685 MARIE ST,	TRUTH OR CONSEQ UENCES	NM	87901-000 0	\$0.00	\$0.00	\$0.00	\$1,552.86	\$0.00	\$1,552.86
Truth or Consequences Municipal Airport	Highway 181 North St.,	Truth Or Conseque nces	NM	87901	\$0.00	\$0.00	\$0.00	\$704.92	\$0.00	\$704.92
Truth or Consequences Fire Station	310 E 9th Ave,	Truth Or Conseque nces	NM	87901	\$0.00	\$0.00	\$810.00	\$1,695.35	\$0.00	\$2,505.35
Municipal Swimming Pool	775 Daniels St,	Truth Or Conseque nces	NM	87901	\$0.00	\$0.00	\$0.00	\$1,695.35	\$0.00	\$1,695.35
Truth or Consequences Municipal Court	297 W 3rd Ave,	Truth Or Conseque nces	NM	87901	\$0.00	\$0.00	\$0.00	\$1,603.17	\$0.00	\$1,603.17

SERVICE SOLUTION

City of Truth or Consequences Animal Shelter	1101 Cedar St,	Truth Or Consequences	NM	87901	\$0.00	\$0.00	\$0.00	\$704.92	\$0.00	\$704.92
City of Truth or Consequences Finance Department	505 Sims St,	Truth Or Consequences	NM	87901	\$0.00	\$0.00	\$0.00	\$1,552.86	\$0.00	\$1,552.86
Offering Total					\$15,230.32	\$10,332.33	\$2,106.00	\$21,462.82	\$1,296.00	\$50,427.47

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-GAMEWELL PROG
SYSTEM-FA-MIRTONE
SYSTEM-FA-HONEYWELL PROG

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

SAFETY ESSENTIAL SERVICE OFFER

SYSTEM-SF-EYE WASH STA

TEST AND INSPECTION:

Inspections for the Emergency Eye Wash stations or Emergency Showers listed and currently installed within the facility. Tests will be scheduled in advance and at the time of portable extinguisher inspections.

All eye wash and shower units will be visually inspected for leaks, piping damage and protective covers prior to unit activation. Units will be activated to flush out any contamination in the piping, water flow rate, pattern and temperature of flushing water will be verified while unit is flowing water. Self-contained / Gravity units will be visually inspected and verified flushing solution is within expiration date, any expired units will be quoted as a billable service. All repairs to showers or eye wash stations will be quoted as billable service.



SERVICE SOLUTION

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER
SYSTEM-SP-BACKFLOW
SYSTEM-SP-UNDRGRND/HYDRNT

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:

Accessible components and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

KITCHEN HOOD ESSENTIAL SERVICE

SYSTEM-KH-ANSUL

INSPECTION ONLY COVERAGE FOR LISTED KITCHEN FIRE SUPPRESSION SYSTEMS:

The Essential Plan covers inspection labor Monday through Friday (8am-5pm), except holidays, of the listed equipment. All Fusible Links and Pipe Blow Outs are included, unless customer requests a separate bill.

Please note the following exclusions:

- Labor, repairs, and materials for services outside the specified inspection frequency are not included.
- Any labor or materials required for excluded services will be billed at Johnson Controls' then-current rates.
- Additional charges may apply for services that require the use of a lift.

INSPECTION OVERVIEW:

Our trained technicians will inspect the accessible devices listed and currently connected to the kitchen fire suppression system. (See "List of Equipment" page for equipment to be tested.) In the event that minor replacements, such as blow off caps, minor repairs such as nozzle cleanings, or link line adjustments are found during the inspection, we will proceed with the repairs / replacements during the inspection and bill in addition to this agreement. This allows JCI to tag the system and note the system as passing inspection.

DOCUMENTATION:

- Location of each device tested
- Test results
- Required device tags
- Any deficiencies found will be noted or repaired. Approved deficiency repairs will be billed separately.
- Any devices inspected but not included on the "List of Equipment" page, will bill separately.

Inspection documentation will be provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER

SYSTEM-EE-EMERGENCY LIGHT

MATERIAL AND LABOR COVERAGE FOR LISTED EMERGENCY LIGHTING SYSTEMS:

The Enhanced Plan covers inspection and maintenance/repair labor Monday through Friday (8am-5pm), except holidays, of the listed equipment for issues related to normal usage. Includes replacement of moving parts including lenses, bulbs, Qty (1) standard lead acid battery per light and disposal of old battery unless damaged. Ni-Cad and Lithium batteries are not covered and will be charged accordingly. Includes annual 90 minute burn test to ensure lighting systems will illuminate as required per applicable standard. If contracted for monthly inspections, a 30 second quick test is completed. Provision of Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer.

Please note the following exclusions:

- Covered repairs must be completed during the scheduled inspection. Repairs deferred or approved after the technician has left the site may be billed separately.
- Labor, repairs, and materials for services outside the specified inspection frequency are not included.
- New emergency, combo, or exit lights are not included.
- Service or repair of ballast lights and generator power lights are not included.
- Replacement of inverters or circuit board replacements are not included.
- Electrical work that requires an electrician is not covered under this plan.
- Acts of nature, faulty wiring, moves/adds/changes, user abuse, vandalism, misuse, accident, improper operation, maintenance, or any other event, act or omission outside of the control of Johnson Controls, are not covered.
- Any labor or materials required for excluded services will be billed at Johnson Controls' then-current rates.
- Additional charges may apply for services that require the use of a lift or the need for an additional inspector due to height safety requirements.

INSPECTION OVERVIEW:

Our trained technicians will inspect the accessible devices listed and currently connected to the facility emergency lighting system. (See "List of Equipment" page for equipment to be tested).

DOCUMENTATION:

- Location of each device
- Test results
- Each emergency light will have a sticker applied noting the month and year inspected. Note: Customer may request not to have a sticker placed on the emergency lights.
- Any deficiencies found will be noted or repaired. Approved deficiency repairs, not covered by contract, will be billed separately.
- Any devices inspected, but not included on the "List of Equipment" page, will be billed separately.

Inspection documentation will be provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Hydrant Test & Inspect

SYSTEM-SP-UNDRGRND/HYDRNT

Hydrants to be fully opened and closed annually and flowed until all foreign material is cleared [not less than one minute]. Hydrant is lubricated and checked for proper drainage.



SERVICE SOLUTION



SPECIAL PROVISIONS

Special Provisions Additional Notes :

Location : City of T or C Administrative

Location : City of T or C Library

Location : City of T or C Civic Center

Location : City of T or C Meal Site

Location : City of T or C Commission Cham

Location : City of T or C WNMU

Location : City of T or C Sanitation

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time

1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Item : SYSTEM-FA-GAMEWELL PROG | Notes : FA-Essential Travel Time.

2 Tech x 4hrs Annually @\$168.00/hr. = \$1,344.00

Item : SYSTEM-SP-WET SPRINKLER | Notes : SP Inspection Travel Time.

1 Tech x 4hrs Quarterly @\$139.00/hr. = \$1,668.00

Item : SYSTEM-SP-BACKFLOW | Notes : BF Inspection Travel Time.

1 Tech x 4hrs Annually@\$139/hr. = \$556.00

Item : SYSTEM-SP-UNDRGRND/HYDRNT | Notes : SP Hydrant-Essential Travel Time

1 Tech x 4/hrs. Annually @ \$139.00 = \$556.00

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time.

1 Tech x 4hrs Annually@\$162.00/hr = \$648.00

Item : SYSTEM-FA-GAMEWELL PROG | Notes : FA-Essential Travel Time

2 Techs x 4/hrs. Annually @ \$168/hr. = \$1,344.00

Item : SYSTEM-SP-WET SPRINKLER | Notes : SP-Essentials Travel Time

1 Tech X 4hrs. Quarterly @ \$139.00 = \$1,668.00

Item : SYSTEM-SP-BACKFLOW | Notes : SP Backflow Travel Time

1 Tech x 4hrs @ \$139.00 = \$556.00



SERVICE SOLUTION

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time
1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Location : Waste Water Plant Department

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time
1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Location : City of T or C Golf Course

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time
1 Tech x 4hrs @\$162/hr Annually =\$648.00

Location : Truth or Consequences Municipal Airport

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time
1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Location : Truth or Consequences Fire Station

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time
1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Item : SYSTEM-KH-ANSUL | Notes : KH-Essential Travel Time

1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Location : Municipal Swimming Pool

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time
1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Location : Truth or Consequences Municipal Court

Location : City of Truth or Consequences Animal Shelter

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time
1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time

1 Tech x 4hrs Annually @\$162.00/hr. = \$648



SERVICE SOLUTION

Location : City of Truth or Consequences Finance Department

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time

1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Item : SYSTEM-FA-MIRTONE | Notes : FA-Essential Travel Time

2 Techs x 4hrs. Annually @\$168.00/hr. = \$1,344.00

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time

1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Item : SYSTEM-FA-MIRTONE | Notes : FA-Essential Travel Time

2 Techs x 4hrs Annually @\$168.00/hr. = \$1,344.00

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time

1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Item : SYSTEM-FA-MIRTONE | Notes : FA-Essential Travel Time

2 Techs x 4hrs Annually @\$168.00/hr. = \$1,344.00

Item : SYSTEM-KH-ANSUL | Notes : KH-Essential Travel Time

1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time

1 Tech x 4hrs Annually @\$162.00/hr. = \$648

Item : SYSTEM-FA-HONEYWELL PROG | Notes : FA-Essential Travel Time

2 Techs x 4hrs Annually @\$168.00/hr. = \$1,344.00

Item : SYSTEM-SP-WET SPRINKLER | Notes : SP-Essential Travel Time

1 Tech x 4 hrs. Quarterly @\$139.00/hr. = \$1,668.00

Item : SYSTEM-EE-EMERGENCY LIGHT | Notes : EE-Enhanced Travel Time

1 Tech x 4hrs Annually @\$162.00/hr. = \$648



SERVICE SOLUTION

Item : SYSTEM-SF-EYE WASH STA | Notes : SF-Essential Travel Time
1 Tech x 4 hrs. Annually @\$139.00/hr. =\$556.00

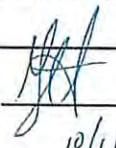


SERVICE SOLUTION

Items cited in this quote are products and installation services priced in accordance with Johnson Control Fire Protection LP's NASPO Value Point Cooperative Agreement 99SWC-NV23-16270. Terms and Conditions within this Master Agreement are also included in Johnson Control Fire Protection LP's New Mexico State Contract #30-00000-22-00029.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement and a new PO to renew.

PAYMENT FREQUENCY: BAMA In BAMA

Signature:	
Date:	10/1/24

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$50,427.47 - **Proposal #:** CPQ-1227996

PAYMENT SUMMARY:

Year	PSA Charges
1	\$50,427.47

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions as stated in the Cooperative Agreement referenced above, along with all Terms and Conditions provided in attached documents. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the services requested by the Customer after the execution of this Agreement shall be paid for by said Customer and such changes shall be authorized in writing

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

**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:** 84141**Date:** 09/23/2026**Requisition #:** 97134**Vendor #:** 7498

ISSUED TO: WESTERN UNITED ELECTRIC
SUPPLY CORPORATION
100 BROMLEY BUSINESS PKWY
BRIGHTON, CO 80603

SHIP TO: ELECTRIC
404 E Joffre
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	10		35FT CLASS 4 DF POLE WOOD W1.1G	503-3702-44607		878.00	8,780.00
2	20		40FT CLASS 4 DF POLE WOOD W1.1G	503-3702-44607		1,065.00	21,300.00
3	5		40FT CLASS 2 DF POLE WOOD 40 FT DF	503-3702-44607		1,415.00	7,075.00
ELECTRIC							

SUBTOTAL:	37,155.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	37,155.00

Chief Purchasing Office

Date:

9/23/2026

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 #: 97134

Date: 09/22/2026

Vendor #: 7498

ISSUED TO: WESTERN UNITED ELECTRIC
SUPPLY CORPORATION
100 BROMLEY BUSINESS PKWY
BRIGHTON, CO 80603

SHIP TO: ELECTRIC
404 E Joffre
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	10 35FT CLASS 4 DF POLE WOOD W1.1G		878.00 503-3702-44607	8,780.00
2	20 40FT CLASS 4 DF POLE WOOD W1.1G		1,065.00 503-3702-44607	21,300.00
3	5 40FT CLASS 2 DF POLE WOOD 40 FT DF		1,415.00 503-3702-44607	7,075.00

PO Description: POLES

Detailed Description:

ELECTRIC

Authorized By: _____

SUBTOTAL:	37,155.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	37,155.00

Western United Electric Supply Corp

7311 La Morada Pl NW
Albuquerque, NM 87120
US
505-346-9572



QUOTATION

Order Number

2138712

Order Date

09/22/2026 10:56:43

Page

1 of 1

Quote Expires On: 09/29/2026

Pricing and lead times are subject to change at time of shipment due to market volatility and potential tariff impacts.

Bill To:

City of Truth or Consequences
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
US

Ship To:

City of Truth or Consequences
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
US

575-894-6675

Attn: INVOICES .

Requested By: Bo Easley

Customer ID: 10250

PO Number					Ship Route	Taker		
Poles per Bo					NORTE	ESISNEROS		
Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp	Item Description	UOM	Price	Price
			Unit Size			Unit Size		
Delivery Instructions: 10-11 weeks								
10.00	0.00	10.00	EA		35FT CLASS 4 DF	EA	878.000000	8,780.00
				1.0	POLE WOOD W1.1G	1.0		
20.00	0.00	20.00	EA		40FT CLASS 4 DF	EA	1,065.000000	21,300.00
				1.0	POLE WOOD W1.1G	1.0		
5.00	0.00	5.00	EA		40FT CLASS 2 DF	EA	1,415.000000	7,075.00
				1.0	POLE WOOD 40 FT DF	1.0		

Total Lines: 3

SUB-TOTAL: 37,155.00

TAX: 0.00

AMOUNT DUE: 37,155.00

U.S. Dollars

Effective July 1, 2026, Colorado imposes a retail delivery fee of \$0.31 on all deliveries by motor vehicle to a location in Colorado with at least one item of tangible personal property subject to state sales or use tax. The fee will be assessed at the time of shipment and included on your invoice.



QUOTATION

Company Name: CITY OF TRUTH OR CONSEQUENCES

Quotation Number: 20596329

Customer Reference: T OR C 9.18

Quotation Date: 09/18/2026

Customer Contact: BO EASLEY

Phone: 575-740-3824

Sales Manager: JON DYESS

Fax:

Email: JDyess@stella-jones.com

Email: BEASLEY@TORCNM.GOV

Ship To:

Ship From: Silver Springs - Plant S NV US

JOBSITE

Ship Via: Self Loader Truck

TRUTH OR CONSEQUENCES NM 87901 US

Shipping Condition: Truck TM

Incoterm: FOB DESTINATION

Estimated Delivery: 10-15 Weeks ARO

Quotation Expiration Date: 09/28/2026

COASTAL DOUGLAS FIR POLES, FULL LENGTH PENTA/DCOI TREATED TO A FINAL NET RETENTION OF .15# PER CUBIC FOOT, FRAMED, PLANT INSPECTION CTR REQUIRED, CONFORMING TO CITY OF TRUTH OR CONSEQUENCES SPECIFICATIONS

Item No	Material	Description	QTY Weight	Unit Price	Freight	Gross Price
				Currency: USD		
10	10048980	POLE DF 35/4 PENTA OR DCOI TORC	10 EA 7,503.000 LB	884.73/EA		8,847.30
20	10048982	POLE DF 40/4 PENTA OR DCOI TORC	20 EA 18,204.000 LB	1072.65/EA		21,453.00
30	10048981	POLE DF 40/2 PENTA OR DCOI TORC	5 EA 6,047.500 LB	1,487.13/EA		7,435.65
Gross Total						37,735.95
Net Value						37,735.95
TOTAL VALUE						37,735.95

Total Weight: 31,754.500 LB

Total Volume: 774.500 FT3

Payment Terms: Net 30 Days

PRICES BASED ON SHIPPING FULL TRUCKLOAD QUANTITIES. FREIGHT AND DELIVERY CHARGES INCLUDED. PLEASE REFERENCE THIS QUOTE NUMBER UPON ORDERING. PLEASE SEE ATTACHED TERMS AND CONDITIONS. *FINAL LEAD TIME FOR ORDER WILL BE AT TIME OF ORDER RECEIPT*

** FUEL SURCHARGES ARE DETERMINED BY THE PREVAILING RATE AT THE TIME OF SHIPMENT **

Sales Manager: JON DYESS

Unless otherwise stated herein, this quotation is submitted subject to our confirmation upon receipt of your order. Any applicable taxes and/or duties are for the buyer's account. All Taxes subject to change based on final delivery destination at time of order. All agreements are contingent upon strikes, accidents, acts of God, or other delays whatsoever kind occasioned by circumstances beyond our control. Unless otherwise stated, prices are valid for 30 days from quotation date. Freight is based on quantities quoted and is subject to review should the quantity change. Scheduled delivery is conditional on truck/railcar availability. Inspection and final acceptance is to be made at our plant, concurrently with treating, by mutually satisfactory parties, for your account, unless otherwise stated. Payment terms are net 30 days after date of shipment, based on approved credit. All credit card payments will be assessed an additional processing fee. Interest will be charged at a rate of 1.5% per month on overdue accounts.



QUOTE TERMS AND CONDITIONS

These Pole Quote Terms and Conditions ("Terms and Conditions") govern the purchase and sale of wood poles or similar products (hereinafter, "Materials") by Stella-Jones Corporation ("Stella-Jones") to the purchaser listed on the attached Quote (hereinafter, "Buyer"). If these Terms and Conditions are not acceptable to Buyer, Stella-Jones reserves the right to increase the prices or otherwise modify this Quote to adequately address the additional risk and expense to Stella-Jones.

Partial award is subject to negotiation. Prices are firm until the expiration date set forth in the attached Quote and subject to adjustment thereafter. Prices may be adjusted if the specifications or delivery schedule is modified.

Materials subject to availability at time of firm order placement. Unless paid in advance, all orders are subject to Stella-Jones' approval of Buyer's credit.

Materials supplied will equal or exceed specification quoted. Larger sizes may be provided at no additional cost.

Materials covered by this Quote are subject to the following terms and conditions unless explicitly amended by the parties in writing signed by both parties at time of final order placement:

- Buyer is responsible for the Materials' design including selection of the material type, size, preservative and all other aspects of its design and specification.
- Materials covered by this quotation are warranted to comply with Buyer's specifications, or where no detailed specifications are provided the minimum referenced industry standards, if applicable, at time of sale.
- Stella-Jones excludes any implied warranties, including without limitation, warranties of merchantability or fitness for a particular purpose.
- Buyer has sole responsibility for installation and engineering, including delivery location and location suitability for storage and installation. Risk of loss or damage to the Materials shall transfer from Stella-Jones to Buyer upon delivery to Buyer or Buyer's specified destination.
- Buyer has responsibility for occupational safety and health issues related to its employees and any other claims resulting therefrom or that are related to delivery location, storage, theft, installation, use or any other claims, liabilities, or fines of any type.
- In no event will Stella-Jones be liable to Buyer in an amount exceeding the purchase price of the subject Materials. In no event will Stella-Jones be liable for indirect, special, incidental, exemplary or consequential damages of any kind sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, contribution, indemnity, or otherwise. Stella-Jones limits all claims to the value of the Materials supplied. Buyer shall make all claims within ten days of receipt regarding delivery quantity or quality after which the Materials shall be deemed to have been received and accepted by the Buyer. Any lawsuit by Buyer against Stella-Jones will be filed within one year from delivery of the subject Materials. The remedies provided herein shall be Buyer's sole and exclusive remedies with respect to the Materials.

Sales or other applicable taxes will be added to the quoted prices unless customer supplies a resale or exemption certificate valid to the delivery location of the Materials covered by the Quote. Any sales or other taxes that are found to be applicable to the transaction shall be the liability of the Buyer at time of sale or at any time thereafter. Nothing contained in this Acknowledgement grants Buyer audit rights to inspect Stella-Jones' records with respect to this transaction.

This Quote does not provide any form of indemnification except to the extent caused solely by Stella-Jones, nor does this Quotation provide for the payment of any liquidated and/or consequential damages.



Bell Lumber & Pole Company
LLC 778 1st St NW
www.blpole.com New Brighton
MN, USA 55112-0024

City of Truth or Consequences

Contact: Bo Easley

Email: beasley@torcnm.gov

Date: 9/15/2026

Bell Quote: 402607

Douglas Fir Poles per RUS Bulletin 1728F-700 pressure treated with Pentachlorophenol or DCOI and oil per RUS Bulletin 1728F-700 Use Area 2. Wood Quality Control (WQC) inspection charges are included.

Quantity	Species	Class/Length	Framing	Price Each	Extended
10	DF	4/35		\$888.52	\$8,885.20
5	DF	2/40		\$1,507.22	\$7,536.10
20	DF	4/40		\$1071.70	\$21,434.00

Delivered Self Unloading Truck - Truth or Consequences NM

Total Quantity 35

Total Bid: \$37,855.30

Terms: Net 30 days

Commencing 3-4 week(s) after receipt of order via self-unloading truck.

When framing is required, delivery lead time is subject to receipt of approved framing prints no less than 4 week(s) prior to commencing delivery date. When line staked delivery is required, line staking sheets must be provided no less than 4 week(s) prior to commencing delivery date.

Freight and treating solution are subject to diesel surcharges at the time of shipment.

Stock is subject to availability at the time of the order placement.

The quoted prices do not include, and are subject to, applicable tariffs in place at the time of shipment.

This quotation is valid for acceptance through the end of business day on November 3, 2026. Receipt of Purchase Order after validity date is subject to price and lead time review.

Thank you for the opportunity to quote on your wood pole requirements. We look forward to being of service.

Bell Lumber & Pole Company LLC

Jared Lambertson, Sales Representative-Western Region

This quote does not include any sales, use or other tax that may apply to the customer. Customer will provide specific sales, use or other tax documentation, including tax resale or exemption certificates for all shipment destinations. In the absence of receiving resale or exemption certificates from the customer, Bell Lumber & Pole Company LLC will charge sale or use tax on invoices, when required by law.

By accepting this quote and ordering the products described above, Customer agrees to the following: Bell Lumber & Pole Company LLC ("Bell") will manufacture the utility poles to the specifications stipulated in this quote. In addition, utility poles are treated with a chemical preservative, to the extent assignable. Bell shall assign and pass through to Customer the benefit of all rights & remedies, including warranties, acceptance rights, rights of return, and rights of recovery Bell may have with any other party from which it receives preservative with regard to defect, non-conformity, or any other condition that may exist or arise involving the chemical preservative (the "Warranty"). THE WARRANTY IS CUSTOMER'S SOLE RIGHT UNDER WARRANTY UNDER THIS AGREEMENT AND IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, EXPRESSED, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND OF NON-INFRINGEMENT, AND OF ANY CLAIM OF NEGLIGENT DESIGN OR MANUFACTURE. Customer hereby grants Bell a purchase money security interest in the poles sold hereunder, together with all products and proceeds thereof, and authorizes Bell to file financing statements with respect thereto. The terms and conditions set forth herein contain the entire agreement between Customer and Bell with respect to the subject matter hereof, supersede all other written and oral communications, and may not be modified or waived except in writing. This agreement shall be deemed to have been made in the State of Minnesota, shall be governed by Minnesota law, and the parties agree to jurisdiction and venue in any federal or state court located in Hennepin County, Minnesota, with respect to any dispute hereunder. Bell is not liable to Customer for any incidental, consequential, special or punitive damages relating to the poles and this agreement shall in no event exceed the price paid by Customer to Bell hereunder. Any payment not made when due shall accrue a late charge of one and one-half percent (1 1/2%) per month or, if lower, the maximum rate permitted by law. Customer shall reimburse Bell for any expenses, including reasonable attorneys' fees incurred by Bell in enforcing its rights hereunder.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: G.1

SUBJECT: Discussion/Action: NM CAPITAL OUTLAY GRANT AGREEMENT 26-K3068 – LEE BELLE JOHNSON IMPROVEMENTS

DEPARTMENT: Community Services

DATE SUBMITTED: October 8, 2026

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Public Services Director

Summary/Background:

The city has received Capital Outlay Funding in the amount of \$500,000.00 for facility improvements. \$495,000.00 of the awarded funds will be used for improvements to the Lee Belle Johnson Facility. (\$5,000.00 is allocated to Art in Public Places)

DFA has changed the process of executing grant agreements and now requires City Manager and Mayor to execute the agreements electronically.

Recommendation:

Approve City Manager and Mayor to execute the Grant Agreement

Attachments:

- DRAFT Grant Agreement 26-K3068
-

Fiscal Impact (Finance): Yes

\$495,000.00 Reimbursable Grant

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10/14/26

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, DEPARTMENT OF FINANCE AND ADMINISTRATION, ("**Department**") and the 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, Chapter 71, Section 48, Paragraph 433, 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. **26-K3068 ("Project")** 6/30/2030 ("**Reversion Date**"). Laws of 2026, Chapter 71, Section 48, Paragraph 433, Five Hundred Thousand Dollars and Zero Cents, \$500,000.00, to plan, design, construct and equip improvements to the interior and exterior of the Lee Belle Johnson center in Truth or Consequences in Sierra county;
- B. Grantee's total reimbursements shall not exceed \$500,000.00 Five Hundred Thousand Dollars and Zero Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$5,000.00 Five Thousand Dollars and Zero Cents, which equals \$495,000.00 Four Hundred Ninety Five Thousand Dollars and Zero Cents ("**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: Rolf Hechler
Title: Mayor
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: rhechler@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: Gary Whitehead
Title: City Manager
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: gwhitehead@torcnm.gov

Telephone: (575) 740 - 7649

- 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 FINANCE AND ADMINISTRATION

Name: Daniel Catanach

Title: Grant Manager

Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501

Email: DanielN.Catanach@dfa.nm.gov

Telephone: (505) 231 - 6090

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, City of Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. The City of Truth or Consequences'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 City of Truth or Consequences or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences or the State DEPARTMENT OF FINANCE AND ADMINISTRATION."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Truth or Consequences, the City of Truth or Consequences may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, the City of Truth or Consequences's 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]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature

Date

Chief Financial Officer or Designee:

Signature

Date

Local Government Division Director or Designee:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

APPROVED BY GRANTEE:

City of Truth or Consequences _____
Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name) (Title)

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 : <u>2026 (July 1, 2026-June 30, 2026)</u> (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 _____	Division Grant Manager _____
Date _____	Date _____

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: \$ 0.00

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

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

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

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

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.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: G.2

SUBJECT: Discussion/Action: NM CAPITAL OUTLAY GRANT AGREEMENT 26-K2066 - PARK IMPROVEMENTS

DEPARTMENT: Community Services

DATE SUBMITTED: October 8, 2026

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Public Services Director

Summary/Background:

The City has received Capital Outlay Funding in the amount of \$620,000.00 for park improvements. Funds will be used to plan, design, construct, equip and improve parks in Truth or Consequences in Sierra County.

DFA has changed the process of executing grant agreements and now requires City Manager and Mayor to execute the agreements electronically.

Recommendation:

Approve City Manager and Mayor to execute the Grant Agreement

Attachments:

- DRAFT Grant Agreement 26-K2066
-

Fiscal Impact (Finance): Yes

\$620,000.00 Reimbursable Grant

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10/14/26

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, DEPARTMENT OF FINANCE AND ADMINISTRATION, ("**Department**") and the 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, Chapter 71, Section 22, Paragraph 21, 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

26-K2066 ("Project") 6/30/2030 ("**Reversion Date**"). Laws of 2026, Chapter 71, Section 22, Paragraph 21, Six Hundred Twenty Thousand Dollars and Zero Cents, \$620,000.00, to plan, design, construct, equip and improve parks in Truth or Consequences in Sierra county.

Grantee's total reimbursements shall not exceed \$620,000.00 Six Hundred Twenty Thousand Dollars and Zero Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 No Dollars and No Cents, which equals \$620,000.00 Six Hundred Twenty Thousand Dollars and Zero Cents ("**Adjusted Appropriation Amount**").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:
- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale,

lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

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: Rolf Hechler
Title: Mayor
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: rhechler@torcnm.gov
Telephone: (575) 894 - 6673

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: Gary Whitehead
Title: City Manager
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: gwhitehead@torcnm.gov
Telephone: (575) 740 - 7649

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

Department: DEPARTMENT OF FINANCE AND ADMINISTRATION
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: DanielN.Catanach@dfa.nm.gov
Telephone: (505) 231 - 6090

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee,

title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.

- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**

B. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.

- i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. 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 Département'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, City of Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. City of Truth or Consequences'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 City of Truth or Consequences or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences or the State DEPARTMENT OF FINANCE AND ADMINISTRATION."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with City of Truth or Consequences, City of Truth or Consequences may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, City of Truth or Consequences only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting 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 D**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation

bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:

- i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
- ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
- iii. The SBOF may in the future impose further or different conditions upon the Project;
- iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
- v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
- vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.

- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, 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]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature

Date

Chief Financial Officer or Designee:

Signature

Date

Local Government Division Director or Designee:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

APPROVED BY GRANTEE:

City of Truth or Consequences

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

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

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: \$ 0.00

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

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1. Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

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

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

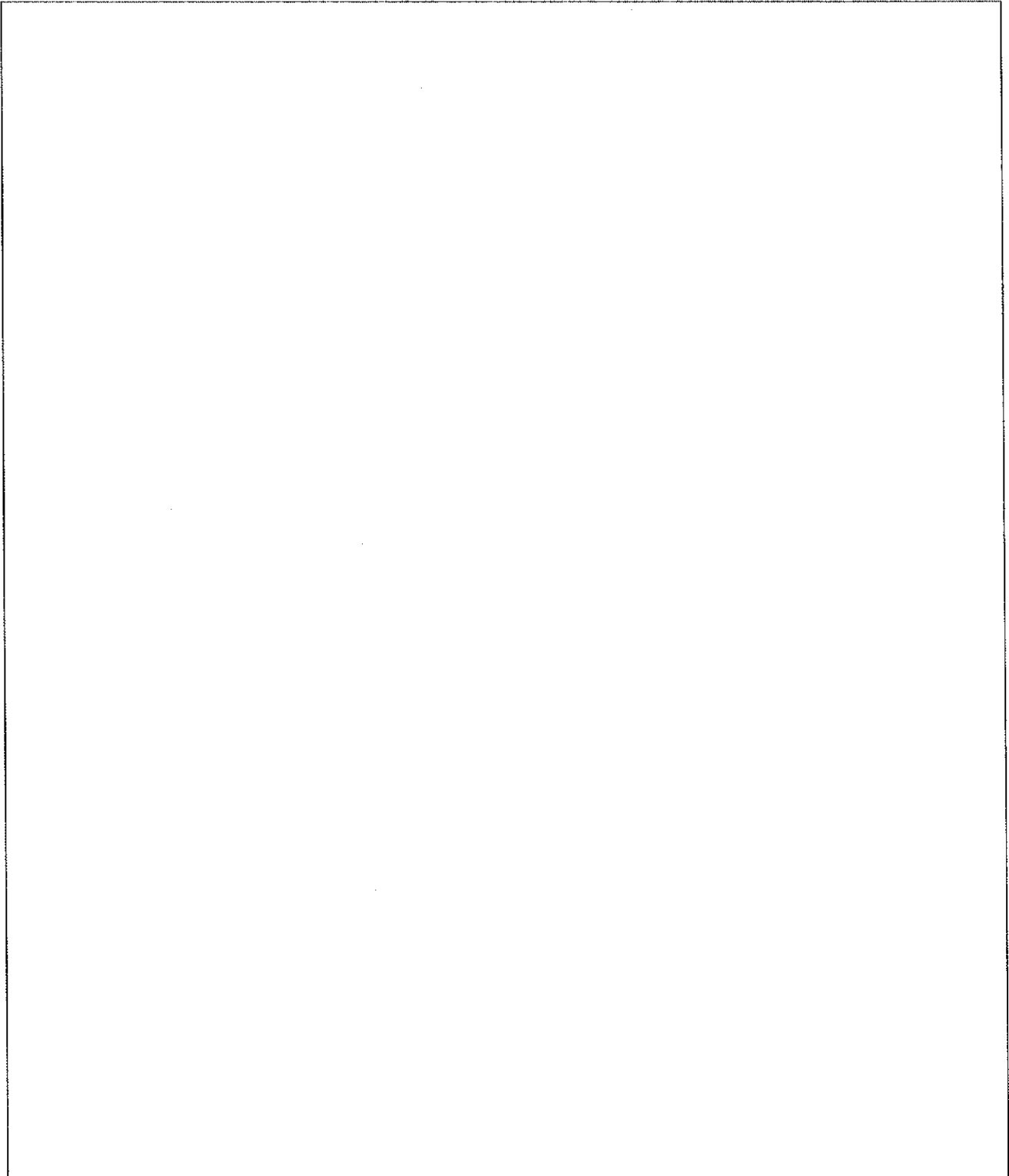
The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

A large, empty rectangular box with a thin black border, occupying the majority of the page below the header. It is intended for the Project Budget Worksheet.

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EXHIBIT E
Data Sharing Provisions

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.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: G.3

SUBJECT: Discussion/Action: Capital Outlay Project Selection

DEPARTMENT: Community Development

DATE SUBMITTED: October 8, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: City Manager, Gary Whitehead

Summary/Background:

In preparation for the upcoming legislative capital outlay requests, the City Manager will review the top five projects in the City's 2028–2032 Infrastructure Capital Improvement Plan (ICIP). The review will identify funding secured or identified to date, remaining funding shortfalls, and potential requests for additional capital outlay. The Commission will discuss whether to proceed with these five priorities or identify changes to its priorities before requests are developed.

Recommendation:

Review the top five ICIP projects, existing funding and remaining gaps; provide direction on project priorities and which projects should be advanced for legislative capital outlay requests.

Attachments:

- 2028-2032 ICIP
- ICIP Top 5 Funding Summary
- 5-27-26 Meeting Minutes ICIP Project Ranking

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 10-14-26

ICIP Current Priorities

Submission Year: 2026

Total Projects: 23

Generated: 6/30/2026

Priority Listing

Project Start Year 2028

10 Projects

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
1	2028	40367	Clancy Lift Station Force Main Improvements	8/29/2025	7/1/2028	\$1,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00
2	2028	40372	Lee Belle Johnson Facility Improvements	8/29/2025	7/1/2028	\$300,000.00	\$100,000.00	\$1,565,000.00	\$0.00	\$0.00	\$1,965,000.00
3	2028	38540	Marie Street Improvements	8/29/2025	7/1/2028	\$500,000.00	\$3,000,000.00	\$0.00	\$0.00	\$0.00	\$3,500,000.00
4	2028	41576	Community Multi-Purpose Center	8/29/2025	7/1/2028	\$500,000.00	\$1,000,000.00	\$5,250,000.00	\$0.00	\$0.00	\$6,750,000.00
5	2028	38614	Wastewater Treatment Plant Upgrades	8/29/2025	7/1/2028	\$1,000,000.00	\$1,664,060.00	\$3,000,000.00	\$0.00	\$0.00	\$5,664,060.00
6	2028	40370	10MVA Substation Power Transformer Replacement	8/29/2025	7/1/2028	\$1,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00
7	2028	42977	Sewer Vacuum System Replacement	8/29/2025	7/1/2028	\$100,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00
8	2028	38613	Water Meter Replacement & Housing Improvements	8/29/2025	7/1/2028	\$750,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00
9	2028	40378	Rio Grande Footbridge Crossing	9/23/2025	7/1/2028	\$750,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$1,250,000.00
10	2028	28-0786	Wastewater Regionalization Plan	6/16/2026	7/1/2028	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00

Project Start Year 2029

5 Projects

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
1	2029	33002	Water Infrastructure and Fire Hydrant Replacement	9/23/2025	7/1/2029	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00
2	2029	29-0047	Broadway Drainage Improvements	6/16/2026	7/1/2029	\$500,000.00	\$2,750,000.00	\$0.00	\$0.00	\$0.00	\$3,250,000.00
3	2029	38571	Smith, Silver and E 9th Street Improvements	8/29/2025	7/1/2029	\$95,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,000.00
4	2029	38617	Armijo Park Effluent Water Reuse Improvements	8/29/2025	7/1/2029	\$1,750,000.00	\$225,000.00	\$0.00	\$0.00	\$0.00	\$1,975,000.00
5	2029	43832	Ralph Edwards Park Trail Enhancement	9/23/2025	7/1/2029	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00

Project Start Year 2030

3 Projects

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
1	2030	38609	Waterline Extension for Village of Williamsburg	9/23/2025	7/1/2030	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
2	2030	41580	Recycling & SW Collection Center Improvements	8/29/2025	7/1/2030	\$300,000.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00
3	2030	38574	Veater Street Improvements	9/23/2025	7/1/2030	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00

Project Start Year 2031

3 Projects

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
1	2031	40377	Rio Grande Vehicular Bridge Crossing and Utilities	9/23/2025	7/1/2031	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
2	2031	43896	Spaceport Visitor Center	9/23/2025	7/1/2031	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00
3	2031	42984	Electric Car Charging Station	8/29/2025	7/1/2031	\$2,444,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,444,900.00

Project Start Year 2032

2 Projects

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
1	2032	32-0012	Gateway Industrial Campus	6/16/2026	7/1/2032	\$750,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00
2	2032	40368	Golf Course Facility Improvements	9/23/2025	7/1/2032	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00

City Manager Whitehead: We're just going to put it back in the right pocket. And again, we're using that fund, there are days that the \$1.7 million drops to \$500,000. We do monitor it and pay very close attention, but that's the best way. The staff laughs at me, but I call it our credit card to pay these bills, because we do have to pay them before we can get reimbursed. We'll continue to utilize the joint utility fund in that manner, as we're paying almost \$40 million in projects.

Mayor Hechler: Sounds like a shell gig to me.

City Manager Whitehead: Well, it's not a shell gig, sir, I assure you it's on-board. Nothing funny, just managing cash.

Jocelyn Holguin, Chief Financial Officer: It's Peter and Paul.

Mayor Hechler: I know you're moving things around, that's okay. Thank you.

City Manager Whitehead: And then on item 3, we just had a particular fund, when we did a carry and the budget, we forgot to carry the revenue into the particular line item, so when we processed the purchase order for a water line, we were \$3 million in the hole. We just need to post the revenue part of the grant into the budget. Those are those three items.

Jocelyn Holguin, Chief Financial Officer: It's been part of the project of cleaning up all the capital, the way they were handled in the past, moving forward. But I think this one is hopefully the last straggler.

Mayor Hechler: Thank you for those explanations.

Commissioner Forrister made a motion to approve Resolution No. 54 25/26 Budget Adjustment Request. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 55 25/26, 2028-2032 Infrastructure Capital Improvement Plan Project Recommendation and Ranking.

Assistant City Manager Alvarez: As part of this process, all Commissioners previously received the current list of proposed projects. You were requested to review the projects and rank your top five priorities for tonight's meeting. For this meeting, the discussion is intended to allow the Commission to review those rankings, discuss project priorities, and come to a final agreement on which projects make the city's overall top five priority list for capital outlay submission purposes. We're also requesting that the Commission discuss any additional projects that should be added, removed, or revised within the ICIP plan prior to the adoption of this resolution. Once you've completed your discussion and you've reached your consensus regarding the project priorities and any

CITY COMMISSION MAY 27, 2026 REGULAR MEETING MINUTES

revisions, we are requesting that you then approve and adopt the resolution as reviewed, ranked, and agreed upon by the Commission.

Mayor Hechler: Do we have any recommendations?

Mayor Pro-Tem Mitchell: I have moved them to six.

Mayor Hechler: Okay. Just in general, we're not voting yet.

Commissioner Forrister: Oh, it's already at two, right?

Mayor Hechler: Yeah.

Commissioner Forrister: Okay, so we're keeping that there.

City Manager Whitehead: Let me please give you a briefing again on the top five, and the value of the top five. Those are the items that we would be presenting to the New Mexico legislature *only* for capital outlay. Only the New Mexico legislature wants us to rank them in a top five, because they do not want us to show up with the entire infrastructure capital improvements and say, "These are all the projects." So as you think about it, the way I'm hoping that we get to is, "What are the items that I need to work on during the 60-day session to try to fund where we might be short on a project that I can easily access – I can spend time with my legislators, I can promote these items, I can beg and plead and try to get some funds out of them, so that's the value of the top five. So keep that in your consideration as you're deliberating what should be in the top five.

Commissioner Forrister: And I do say this almost every year when we get to this process, the ranking of the ICIP does not mean that we are not going after funding for those other projects, that is just our big wish list, and what happens is, like Manager Whitehead said, the top five is what we present to the legislators.

City Manager Whitehead: And the governor.

Commissioner Forrister: That being said, when we just present to our legislators, when we first present, they do not like us bringing \$6 million projects because they are not able to fund that.

City Manager Whitehead: That's correct.

Commissioner Forrister: So we also have to also be careful in what we're – I think we need to have one big item that is our big wish, and we present maybe to the governor at that point, but we also want to have things on there that is within the reach of those legislators. I will tell you that they like to see all of it, they don't want us to say, "Oh we need \$8 million." And they have to say, "We can give you \$500,000 for this." They don't

like to do that. I could be wrong, but from talking to our legislators, they like to see something that they can fund completely.

Mayor Hechler: Here's another way to look at it, and I appreciate exactly what you said. If you figure that our representative and our senator have about \$500,000 each to be able to give to our community. They only have so many funds that they can give to their entire district. They may have more than one community in their district, and everybody is asking for that money. So I like to ask for things that close out things. For instance, my number one is Clancy Street. The reason it's number one is because we already have \$1.2 million in funding, and we need another \$500,000 or so to finish that project up. We've been looking at trying to get Clancy Street done now since 2024. This will put it to bed, knock it out, and it'll make room for another project down the road. That's why I put Clancy there because if we got another \$500,000 for Clancy Street, we could finish that project 100%. Other things that I think should be in the top five:

- Lee Belle Johnson Center – we have \$500,000 already, we're making an application for another \$1 million and a half through a grant, but if we were to land another \$500,000 or so, we could finish Lee Belle and get it back open for the public. I'd like to see that happen in the next couple years, which is why I'd like to see that item as number two.
- Number three – I have Marie Street improvements. We just learned that we received \$1.3 million for Marie Street, and we already have \$350,000 in engineering on top of that. This gives us a pretty good opportunity to finish Marie Street. We want to keep it to where it is, we may want to ask for some additional funds because I don't know if \$1.3 million will finish the whole street, depending on what the application is. If we just overlay it from one end to the other, possibly. If we want to do a more concerted effort to finish it, then we might want to land a little bit more money to do it the right way and get it done. That's why that's in the top five for me.
- Number four for me is the community multi-purpose center, we've been talking about that now for a long time. That includes, in my estimation, a splash pad, for anybody that's listening, that certainly would be an ask with relationship with that, and I think it's time that we at least get some engineering done for that or get it on the radar. Perhaps in the future we could try to float a bond with it, and when this current bond goes up next year, as the \$3 million bond will be ready to apply for another bond issue, and if that's the case, we might want to consider this being our ask. If we can find money through our communities for a new bond of around \$3 million, it would be easier to find match money through the feds or somewhere else to finish out this project. We would also get our other entities, whether it's the county, the City of Elephant Butte, or maybe the hospital, involved with funding this thing down the road. It starts to form a clearer picture that maybe we'll be able to get this thing done. That was my number four.
- Number five for me was Wastewater Treatment Plant upgrades. We've got \$2.5 million pending, we know we need another \$2 million or \$2.5 million on top of that to finish it out. That would carry us through to the next 15 or 20 years in our community to get us through; the Riverside vac system, things of that nature. We have other things that we're working on, but that would finish up our sewer plant

CITY COMMISSION MAY 27, 2026 REGULAR MEETING MINUTES

and get us in a position where we're able to survive that without any rate increases for our customers, and that's a big one for me. So those are the five that I picked.

Mayor Pro-Tem Mitchell: I'll chime in because mine is almost exactly backwards.

Mayor Hechler: And it doesn't matter, one through five or five through one.

Mayor Pro-Tem Mitchell: Right. So my number one is the Wastewater Treatment Plant. My number two is the substation power transformer replacement, because I know that one was talked about. My number three was Clancy Lift Station. Number four was Marie Street, and number five is the community multi-purpose center. Like I said, I moved Lee Belle to six because we already have some funding for it, and we're potentially getting the application for a loan or a grant. Anyways, it could be toggled back up there too, I agree with Mayor Hechler, if we're about to close something out, let's get it off our list, we don't just want to keep this list perpetually and just be saying, "Oh we almost have enough money but we don't so we'll move it down the list." No, I want to be able to close it out.

Commissioner Forrister: I agree too, I don't care what order, but one, two, three, eight, and nine, I think need to be in our top five. Again, I don't care what order, I don't think it necessarily even matters, to give you some insight, it doesn't matter what order they're in, this is our list, this is everything that we need to be fixed in our city, and it'll always be there. The order of it is just how we want to be strategic in asking for money.

Mayor Hechler: And it's just one direction that we're asking for money. So once it's on the list, we can go other places. We can go to the Water Trust Board, we can go to Colonias, we can go to other places to seek funding. For instance, I want to try to add downtown drainage improvements at Post and Pershing to the list. We've been dealing with Bullock's grocery corner for years now, and it's time to deal with that once and for all. That's got to be on our ICIP list somewhere so that we can start dealing with that. Pershing Street and Broadway is the same situation, we need to start dealing with that. By placing it on the list, I think it gives us that opportunity so that down the road, if we want to go to Colonias or somewhere to try and find some money, then it's on our list, we can say it's on our list, and we can try to get that done.

Mayor Pro-Tem Mitchell: I'll say, again, on the Smith, Silver, and 9th, number nine, I just realized that we have the \$555,000 pending, and the entire project is less than \$1 million, so we're halfway there on that one. I agree with Amanda, if we can get that one up in the top five, we might be able to get our legislators to make us \$500,000 to finish that off.

Commissioner Forrister: And I guarantee if we say, "This is a main road that leads to the schools." that will be a very good, pretty project for them.

CITY COMMISSION MAY 27, 2026 REGULAR MEETING MINUTES

City Manager Whitehead: Let me add a couple comments on what you've said, first of all, that particular project, Smith and Silver Street, we do have a \$1.8 million grant application in for that, that's going to really be DOT funding, so you'll see through my list that it's not going to rank, because I have funding sources that we can work through. We do have \$550,000 to do the sidewalk project. I was not a fan of them putting sidewalks on both sides of Smith Street at the elementary school, because the elementary school is not a walk school, it's a bus school. So we're going to convert it to a single-lane sidewalk so we can finish it, it'll go all the way around the high school we've added it, and then we were able to find another \$300,000 through NMDOT this year. So we think we're going to be able to build all the way down to Barton Street at the high school, from the high school all the way to the elementary, with that particular project we have. That's why I would say that one's not going to get my button to go to the legislature for.

Commissioner Forrister: So we're good, we don't need to put that one.

City Manager Whitehead: And if we don't get funded, TAF, which is transportation alternative funding, is always available for us. So we'll be able to get the second phase of that project.

Commissioner Forrister: So then one, two, three, eight, and five?

City Manager Whitehead: I think those sound good, those are kind of the ones I have, but I want to give you an example, and Commissioner Glines got to see this in full force this year. When we go to the legislature; so I have \$500,000 for Lee Belle, I think that's going to be enough to fix the foundation, that's all I need to do, is get the foundation repoured, re-strengthened, so that we can open the doors. The inside is excellent already. We'll get that first contract in July of this year, so that's when we'll receive the contract that we earned last year. Once I get that bid, let's say the contract comes in and I need \$700,000 to finish that. So then when I go to the legislature, I'm going to beat the doors down and I'm going to be talking about finding a way to give me \$200,000 from the legislature to finish it. I'm going to be changing and ebbing and flowing at that time, that's the way it works. I'm going to get 2 minutes with the legislator, they're going to say, "What do you want? What can we do?" I'm going to ask them for something that's in that top five. It's very rare that they go, "Oh we saw your top five. We've funded all of it." It becomes a process of what's important and what's needed, so that's where you guys putting them all somewhere in that ranking helps. It could be, if I had enough, let's say it comes in under the five, well then Lee Belle would not be a priority for us at the legislative session. It's a lot of ebbs and moves you have to kind of be aware of when you're trying to put these particular fundings together. Again, I think the top five you guys have spoken of are really good. What I would say on the substation, that's a tough one for me because I know we need a substation, we need the third transformer, we need to be able to balance the system, but nobody really was interested in that project last year. Nobody wanted to talk about it, and we were kind of thinking that could be the case where they're really looking at us and going, "You have a utility, you sell electricity, you should be able to borrow the money to fund that." It's not something like fixing your

CITY COMMISSION MAY 27, 2026 REGULAR MEETING MINUTES

Lee Belle Johnson center that will get the community back in. So you've just got all those nuances that make trying to pair this and make it perfect a challenge.

Mayor Pro-Tem Mitchell: And I think each of us looked at it from our own perspective. I tried to pick the things that I thought were most important to the community, but also projects that were almost near completion on. I wasn't aware of number nine having additional funding in, so that's great. Any time you can say, "Well we want to move number ten up." And you're like "Oh we've got that coming next year." Or whatever, that's great, as long as we know it's out there. I'm comfortable with that, I don't know if Chaz or Ingo have anything else.

Commissioner Hoepfner: I just have a question to OJ about the walking bridge. When you do the master plan, will you be including the walking bridge at Rotary Park?

OJ Hechler, Community Services Director: Correct.

Commissioner Hoepfner: And you know the timelines, so first, we have to have the master plan. Then we are looking for funding to make the master plan.

OJ Hechler, Community Services Director: Correct, and then when we apply for the application for the master plan of Rotary Park, we included the Turtleback Trails Network plan, and there's a pedestrian bridge there at Rotary Park, so that will be part of the master plan.

Commissioner Hoepfner: So timeline wise, it would make more sense to maybe consider for next year to put it on to ask Santa Fe, to match what we need to make it a reality.

OJ Hechler, Community Services Director: Correct.

Mayor Hechler: The master plan will open up for some other funding sources too.

Commissioner Hoepfner: Exactly, when we need a match, we could say, "Hey that's \$500,000." You would connect the Rio Grande Trail, Turtleback Trail, with our city, so that is where I think it falls under.

Mayor Hechler: On the list.

Commissioner Hoepfner: On the list, exactly.

Mayor Hechler: Are we in general agreement?

Commissioner Forrester: I think we're doing one, two, three, five, and eight.

Commissioner Hoepfner: Yes.

CITY COMMISSION MAY 27, 2026 REGULAR MEETING MINUTES

Commissioner Forrister: Is that good for the boss people up there?

City Manager Whitehead: I didn't even have to ask and I got you there.

Mayor Pro-Tem Mitchell: Is that what yours was?

City Manager Whitehead: Yes.

Commissioner Forrister: You kind of did get us there, we had nine, and then you led us off of nine.

City Manager Whitehead: Let me read for the record, this is the list I have:

1. Wastewater Treatment Plant Upgrades – that will continue to allow us to apply for the Colonias funding.
2. Lee Belle Johnson Center Improvement
3. Marie Street
4. Multi-Purpose Center
5. Clancy Lift Station

Mayor Hechler: I'm comfortable with a motion to adhere to that because it doesn't matter to me whether it's one or five, it opens up the door.

City Manager Whitehead: I assure you, for me, if everything stayed as we are today, probably asking for \$500,000 to \$750,000 for Clancy Lift Station, just so that we could – because we already have the engineering on board, we have everything going, that would be the strategy. But that will change in December, you guys will be asked for different things, and it could change.

City Manager Whitehead: You could add a splashpad to the list.

Commissioner Forrister: The splash pad is in the community multi-purpose center.

City Manager Whitehead: Well then ask me to make sure that it says "including splash pad".

Mayor Hechler: I'm assuming that if it's a pool, then it's going to have a splash pad.

Commissioner Forrister made a motion to approve Resolution No. 55 25/26, 2028-2032 Infrastructure Capital Improvement Plan Project Recommendation and Ranking in the order of:

1. Wastewater Treatment Plant Upgrades
2. Lee Belle Johnson Center
3. Marie Street
4. Community Multi-Purpose Center; also to include a splash pad
5. Clancy Lift Station

as reviewed, ranked, and agreed upon by the City Commission. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 56 25/26 Approval of the Fiscal Year 26/27 Interim Budget.

Jocelyn Holguin, Chief Financial Officer: As you all participated in the budget workshop, we met afterwards with myself, Manager Whitehead, and Kerin. As noted in the workshop, the way it's in the Tyler system process, it keeps us up-to-date on what our spending is. So what we presented in the packet was minor adjustments, we didn't make a bunch of cuts or anything like that. We're keeping an eye on the fuel prices right now, so we're putting in what we're spending and estimating. But we'll have a better estimate for final budget, based on the Tyler system process that we're working on. When we met with Gary, he provided our estimated GRT cost for our functioning budget. I will defer to him for any other questions on that, and if you have any questions based on the packet submission.

Mayro Hechler: Were there any substantial changes between the preliminary and the interim budget?

Jocelyn Holguin, Chief Financial Officer: What we were proposing to Gary, with the Streets Department, we wanted to move it to a standalone budget because there are two budgets for Streets right now. Based on what they have, we feel that it could sustain itself. We wanted more but Gary wanted less, so we were trying to find a happy medium so that we can have the Streets budget on its own, similar to the Service Center. That was one of the changes. We were looking at the cost to the governing body for some of the projects, but we were talking about possibly not bulking it up, putting an unlimited amount in, and not so high, so that we can move forward with keeping it on-budget without going into the red. That was one of the things we were looking at in some of the departments, and I think we are successful in that aspect. Basically, this is the interim budget that is going to go through DFA, and then if there are any questions, they'll let us know, and then we will adjust them in the final budget. One of the things they also asked for, aside from the new IT policy, was the amortization schedules on the loans, so we had to make sure everything was in order for that as well.

City Manager Whitehead: Thank you Jocelyn, I would say on the surface, the first thing we didn't do was – the budget is pretty much in order as the departments presented it. We did everything we could to keep it in those orders. What I'll tell you is that the cost of insurance is probably the biggest hit that we're going to take in the budget. 2% across the board on the city's costs to continue to provide health insurance as a benefit to the employees, so that's up. If you'll remember, last year we did a pay study, and in that study, I asked you to allow me to pay those that were non-exempt, all the regular staff, we made all those increases, and I asked that we would then increase the leadership

Rank	Project	Total Cost	Secured / Identified Funding	Remaining Gap	Proposed Capital Outlay Request	What the Request Accomplishes
1	Clancy Lift Station Force Main Improvements	\$1,500,000	\$1,092,000	\$408,000	\$500,000–\$750,000 discussed in May; update based on current \$408,000 gap	Completes funding needed to design and construct replacement of the Clancy Lift Station force main used to convey wastewater.
2	Lee Belle Johnson Facility Improvements	\$1,965,000	\$500,000	\$1,465,000	Approx. \$500,000 discussed; refine based on current project phase/funding	Continues planning, design and construction of interior and exterior improvements to the historic Lee Belle Johnson Center.
3	Marie Street Improvements	\$3,500,000	\$1,738,637	\$1,761,363	To be determined based on remaining scope after existing Capital Outlay and Colonias funding	Provides additional funding toward completion of roadway, water/sewer, drainage, curb and gutter, sidewalks and ADA improvements from Date Street to Palo Verde.
4	Community Multi-Purpose Center	\$6,750,000	\$0	\$6,750,000	Planning/design or defined usable phase – amount to be determined	Advances planning, design, construction and equipping of a community multipurpose/recreation center, including indoor recreation, swimming pool and outdoor recreation/green space.
5	Wastewater Treatment Plant Upgrades	\$5,664,060	\$2,828,165	\$2,835,895	To be determined based on the specific unfunded WWTP scope/usable phase	Provides additional funding toward completion of wastewater treatment, mechanical, pumping and related infrastructure upgrades.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: G.4

SUBJECT: Discussion/Action: Reauthorization of Capital Outlay Appropriation 23-H3-214 – Animal Shelter

DEPARTMENT: Community Development

DATE SUBMITTED: October 8, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager

Summary/Background:

DFA's October 1, 2026 notice outlines January 1, 2027 encumbrance requirements and potential funding freezes. The City's \$450,000 Animal Shelter appropriation (23-H3-214) is listed as not at risk of freeze. The City has remained in contact with DFA and has obligated approximately 9.62% of the appropriation, leaving roughly \$1,700 to reach the 10% reauthorization threshold. The City anticipates meeting that threshold before the deadline and may expend the full appropriation before its June 30, 2027 expiration. Reauthorization is being requested as a precaution to protect the funding if additional time is needed.

Recommendation:

Discuss and approve pursuing legislative reauthorization of Capital Outlay Appropriation 23-H3-214 for the Animal Shelter as a precautionary measure and authorize staff to coordinate the request with DFA and the legislative delegation, subject to eligibility and required procedures.

Attachments:

- DFA Frozen Projects Memorandum – October 1, 2026
- DFA At Risk of Freeze Spreadsheet – October 1, 2026
- Fully Executed Grant Agreement 23-H3-214

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 10-14-26



New Mexico

Department of Finance
and Administration

Infrastructure Planning
and Development Division

Michelle Lujan Grisham
Governor

Wayne Propst
Cabinet Secretary

Wesley Billingsley
Division Director

October 1, 2026

Dear State Agency / Local Entity,

The New Mexico Department of Finance and Administration (DFA) is providing this biweekly letter reminding state agencies and local entities of an important deadline affecting capital outlay appropriation(s) which are set to revert on **June 30, 2027**.

Under House Bill 247 (2026), capital outlay appropriations that are set to expire June 30, 2027, will be frozen and unavailable if the entity has not encumbered any amount of the appropriation through an approved NOO by January 1, 2027. Appropriations are only eligible for reauthorization if they have not already been reauthorized and have encumbered at least 10% of the appropriation by January 1, 2027.

Please bear in mind that if the local entity has not encumbered/expended the minimum 10%, the local entity is currently not in compliance with the terms of their grant agreement, which requires the expenditure of 5% of the appropriation within six months and 85% within six months of the reversion date.

The **spreadsheet attached to this email** can be filtered by the state agency or local entity to see which appropriations are affected.

Grantee Responsibilities

If Seeking Reauthorization

What You Need to Do: To qualify for reauthorization, the local entity must submit a Notice of Obligation demonstrating *at least 10% encumbrance* of the total appropriation amount for each project listed in the attached spreadsheet. The entity should work with their oversight agency to determine the date by which the encumbrance must be submitted in order for the oversight agency to properly log the encumbrance.

If the 10% encumbrance threshold is not met, the appropriation *will not be eligible for reauthorization*. If there is less than 10% encumbrance but more than 0%, the entity will still be able to access the funds through the June 30, 2027 reversion date. If there is 0% encumbrance by January 1, 2027, the account will be frozen. If the account is frozen, the state agency or local entity will be unable to encumber any funds or receive reimbursement for any expenditures.

You must ensure that a valid encumbrance is in place and submitted on time in order to be fully documented by the oversight agency by January 1, 2027.

If Not Seeking Reauthorization

If the state agency or local entity will not be seeking a reauthorization and expects to expend the appropriation prior to the **June 30, 2027** reversion date, an encumbrance or expenditure of *any amount* must be made on the appropriation by

January 1, 2027, or the account will be frozen. If the account is frozen, the state agency or local entity will be unable to encumber any funds or receive reimbursement for any expenditures.

If the local entity is not seeking a reauthorization and does not expect to expend the funds before the reversion date, the entity should inform the oversight agency of this intention by January 1, 2027 so that the available funds can be reappropriated by the legislature.

DFA strongly encourages the entity to begin the encumbrance and Notice of Obligation submission process as soon as possible to avoid losing access to these funds. If you have questions about how to submit a Notice of Obligation, or about what qualifies as an eligible encumbrance under HB 247, please don't hesitate to reach out.

Oversight Agency Responsibilities

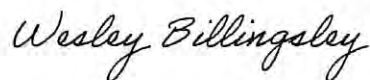
Oversight agencies should forward this letter and the spreadsheet to all affected entities for which the agency issues grant agreements.

The oversight agency(ies) must receive the valid encumbrance by December 15, 2026, or earlier, as determined by the oversight agency, to enter the encumbrance in SHARE before the January 1, 2027, deadline. Higher education institutions that don't utilize SHARE shall submit a valid contract to the Higher Education Department that shows the minimum encumbrance percentage has been met.

For more information about House Bill 247 (2026), please see the [bill text](#). Recordings of informational sessions held by DFA on the impacts of House Bill 247 can be found [here](#).

These reminder letters will be sent on the 1st and 15th of every month beginning September 15, 2026 through the end of the year, as long as any reverting appropriations remain without sufficient encumbrances/expenditures. If you have any questions about the appropriations listed above, please contact Jesse Guillen, Bureau Chief for Capital Planning and Policy (Jesse.Guillen@dfa.nm.gov, 505-538-5114)

Sincerely,



Wesley Billingsley
Division Director – Infrastructure Planning and Development Division
New Mexico Department of Finance and Administration

Business Unit	Agency	Entity	Project Title	Class Code	Appropriation Amount	Current Obligated/Expended %	10% Threshold Amount	At Risk of Freeze?	Eligible for Reauthorization?
624	Aging & Long Term Services Department	Navajo Nation	BREADSPRINGS SENIOR CTR - REN	H2030	\$ 525,000.00	0.00%	\$ 52,500.00	Yes	No
624	Aging & Long Term Services Department	Mora County	MORA CO MORA SENIOR CTR - REN	H2035	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
624	Aging & Long Term Services Department	Navajo Nation	GADII/AHI/TO/KOI CHP SENIOR CTR CONSTR	H2046	\$ 75,000.00	0.00%	\$ 7,500.00	Yes	No
624	Aging & Long Term Services Department	Santa Ana Pueblo	SANTA ANA PUEBLO SENIOR CTR - CONSTR	H2053	\$ 862,812.00	1.89%	\$ 86,281.20	No	No
350	General Services Department	General Services De	DPS DIST 6 POLICE SUBSTATION CONSTRUCT	H2083	\$ 780,000.00	3.00%	\$ 78,000.00	No	No
350	General Services Department	General Services De	NORTHERN NM NM STATE OFC BLDG CONSTR	H4135	\$ 1,440,000.00	0.00%	\$ 150,000.00	Yes	No
505	Department of Cultural Affairs	Department of Cultu	CAD MINERS MEM CONSTRUCT	H2113	\$ 70,000.00	7.14%	\$ 7,000.00	No	No
950	Higher Education Department	Southwestern Indian	SIPI CAMPUS ACCESS SAFETY IMPROVE	H2126	\$ 500,000.00	0.00%	\$ 50,000.00	Yes	No
950	Higher Education Department	New Mexico Junior C	NMJC MORAN HALL/BEN ALEXANDER CTR REN	H2131	\$ 1,000,000.00	0.00%	\$ 100,000.00	Yes	No
950	Higher Education Department	Dine College	DINE COLLEGE SHIPROCK AGR MULTIPURP	H2139	\$ 800,000.00	0.00%	\$ 80,000.00	Yes	No
950	Higher Education Department	Luna Community Co	LCC ALLIED HEALTH BLDG REN	H2141	\$ 750,000.00	0.00%	\$ 75,000.00	Yes	No
924	Public Education Department	Albuquerque Colleg	ALBUQUERQUE COLLEGIATE CH SCHL BLDG	H2154	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
924	Public Education Department	South Valley Prepar	SOUTH VALLEY PREP SCHL BLDG/GRND EXP	H2168	\$ 25,000.00	0.00%	\$ 2,500.00	Yes	No
924	Public Education Department	El Camino Real Acad	EL CAMINO REAL ACAD CH SCHL IMPROVE	H2197	\$ 50,000.00	0.00%	\$ 5,000.00	Yes	No
924	Public Education Department	La Academia de Esp	LA ACADEMIA DE ESPERANZA FCULTY IMPROV	H2223	\$ 350,000.00	4.05%	\$ 35,000.00	No	No
924	Public Education Department	Albuquerque Public	RUDOLFO ANAYA ELEM SCHL SECURITY SYS	H2253	\$ 40,000.00	9.46%	\$ 4,000.00	No	No
924	Public Education Department	Cobre Consolidated	COBRE CSD SPORTS FCULTY IMPROVE	H2291	\$ 500,000.00	0.00%	\$ 50,000.00	Yes	No
924	Public Education Department	Aldo Leopold Charter	ALDO LEOPOLD CHARTER SCHL CLASSRMS	H2294	\$ 75,000.00	0.00%	\$ 7,500.00	Yes	No
924	Public Education Department	Region IX Education	REGION 9 ED COOP EARLY CHLD CMPLX SEC	H2307	\$ 175,000.00	0.00%	\$ 17,500.00	Yes	No
924	Public Education Department	Chama Valley Indep	TIERRA AMARILLA ELEM SCHL FCULTY IMPROV	H2316	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
924	Public Education Department	Las Vegas City Publ	MEMORIAL MID SCHL SCIENCE LAB CONSTR	H2323	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
924	Public Education Department	West Las Vegas Publ	WEST LAS VEGAS HIGH SCHL FCULTY CONSTR	H2327	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
924	Public Education Department	Las Vegas City Publ	ROBERTSON HIGH SCHL MEDIA ARTS IMPRO	H2331	\$ 160,000.00	0.00%	\$ 16,000.00	Yes	No
924	Public Education Department	ASK Academy	ASK ACADEMY FCULTY IMPROVE & PRCHS, RE	H4199	\$ 977,130.00	0.00%	\$ 98,700.00	Yes	No
924	Public Education Department	Santa Fe Public Sch	ORTIZ MID SCHL WATER LINE REPLACE	H2348	\$ 140,000.00	0.00%	\$ 14,000.00	Yes	No
924	Public Education Department	Santa Fe Public Sch	SANTA FE PSD ATC CH SCHL SPORTS FCULTY	H2349	\$ 150,000.00	0.00%	\$ 15,000.00	Yes	No
924	Public Education Department	Vista Grande High S	VISTA GRANDE CH HIGH SCHL CONSTRUCT	H2356	\$ 110,000.00	0.00%	\$ 11,000.00	Yes	No
924	Public Education Department	Taos Municipal Sch	ANANSI CH SCHL FCULTY IMPROVE	H2357	\$ 300,000.00	3.08%	\$ 30,000.00	No	No
924	Public Education Department	New Mexico Internat	NEW MEXICO INTERNATIONAL SCHL PKING	H2360	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
550	Office of the State Engineer	Office of the State E	SEO DAM RHAB STATEWIDE	H2371	\$ 5,000,000.00	3.31%	\$ 500,000.00	No	No
550	Office of the State Engineer	Estancia	ESTANCIA FLOOD MITIGATION CONSTRUCT	H2375	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
667	Environment Department	Paakwerree Village M	PAAKWERREE VILLAGE MDWCA WATER SYS IM	H2384	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
667	Environment Department	Tijeras	TIJERAS WATER SYS IMPROVE, RET	H4048	\$ 200,000.00	0.00%	\$ 20,000.00	Yes	No
667	Environment Department	Tijeras	TIJERAS SEWER SYS CONSTRUCT	H2389	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
667	Environment Department	Anthony	ANTHONY SOLID WASTE TRANSFER STN ACC	H2409	\$ 300,000.00	0.00%	\$ 30,000.00	Yes	No
667	Environment Department	Otis MDWC & SWA	OTIS MDWC & SWA VALVES RPLC	H2416	\$ 150,000.00	0.00%	\$ 15,000.00	Yes	No
667	Environment Department	Otis MDWC & SWA	OTIS MDWC & SWA WATER LINE CONSTRUCT	H2417	\$ 500,000.00	0.00%	\$ 50,000.00	Yes	No
667	Environment Department	Hanover MDWCA	HANOVER MDWCA WATER SYS IMPROVE	H2422	\$ 110,000.00	3.77%	\$ 11,000.00	No	No
667	Environment Department	Hobbs	HOBBES SWR LINE CENTRAL DR/JOE HARVEY	H2431	\$ 2,000,000.00	0.00%	\$ 200,000.00	Yes	No
667	Environment Department	Cedar Creek MDWC	CEDAR CREEK MDWCA WELL CONSTRUCT	H2433	\$ 175,000.00	0.00%	\$ 17,500.00	Yes	No
667	Environment Department	Gallup	GALLUP WATER & WWATER LINES RPLC	H2441	\$ 500,000.00	0.00%	\$ 50,000.00	Yes	No
667	Environment Department	Buena Vista MDWC	BUENA VISTA MDWC & SWA WATER SYS IMP	H2443	\$ 150,000.00	5.10%	\$ 15,000.00	No	No
667	Environment Department	Regina MDWCA	REGINA MDWCA WATER SYS IMPROVE	H2446	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
667	Environment Department	Lybrook MDWCA	LYBROOK MDWCA WATER SYS IMPROVE	H2457	\$ 180,000.00	0.00%	\$ 18,000.00	Yes	No
667	Environment Department	Upper La Plata DW	UPPER LA PLATA DW & MSW WATER LINE	H2466	\$ 2,900,000.00	7.47%	\$ 290,000.00	No	No
667	Environment Department	Bernalillo	BERNALILLO WATER SYS IMPROVE	H2476	\$ 200,000.00	0.00%	\$ 20,000.00	Yes	No
667	Environment Department	Corrales	CORRALES MBR WWATER TREATMENT CONS	H2478	\$ 50,000.00	0.00%	\$ 5,000.00	Yes	No
667	Environment Department	Jemez Springs	JEMEZ SPRINGS WWATER PLANT & COLLECT	H4198	\$ 330,000.00	3.84%	\$ 33,000.00	No	No
667	Environment Department	La Bajada Communi	LA BAJADA CMTY DITCH & MDWA WELL CON	H2485	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No
667	Environment Department	La Cienega MDWC &	LA CIENEGA MDWC & MSW WATER SYS IMPR	H2486	\$ 100,000.00	0.00%	\$ 10,000.00	Yes	No

667	Environment Department	Santa Fe County	SANTA FE CO WWATER TRMNT SYS & WATER	H2488	\$	5,000,000.00	6.25%	\$	500,000.00	No	No
667	Environment Department	Polvadera MDWCA	POLVADERA MDWCA EROSION CONTROL IM	H2480	\$	201,812.00	0.00%	\$	20,181.20	Yes	No
667	Environment Department	Chamisal MDWCA	CHAMISAL MDWCA WATER SYS CONSTRUCT	H2494	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
667	Environment Department	Moriarty	MORIARTY WATER SYS CONSTRUCT	H2506	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
667	Environment Department	Moriarty	MORIARTY WATER PLANT UPGRADE	H2507	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
667	Environment Department	Mountainair	MOUNTAINAIR WWATER TRTMENT PLANT CON	H2508	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
667	Environment Department	Department of Envir	DOE CENTRAL DOC REPOSITORY CONSTRUCT	H2612	\$	360,000.00	8.21%	\$	36,000.00	No	No
609	Indian Affairs Department	Navajo Nation	TO'HAIIL'EE CHP WATER SUPPLY SYS CONST	H2527	\$	1,000,000.00	0.00%	\$	100,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	RAMAH CHP UNIT 1 WATER WELL AND TANK	H2536	\$	400,000.00	0.00%	\$	40,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	RAMAH CHP UNIT 5 WATER WELL CONSTRUCT	H2537	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	WHITEHORSE LAKE CHP MAINT YARD CONST	H2540	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	BECENTI CHP MLTPRPS CTR CONSTRUCT	H4110	\$	594,000.00	0.00%	\$	60,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	CASAMERO LAKE CHP CEMETERY CONSTRUCT	H2548	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	CHICHILTAH CHP BATHRM ADD CONSTRUCT	H2549	\$	229,000.00	0.00%	\$	22,900.00	Yes	No
609	Indian Affairs Department	Navajo Nation	CROWNPOINT CHP HEADSTART BLDG PRCH	H2554	\$	700,000.00	0.00%	\$	70,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	CROWNPOINT CHP LAND OFFICE BLDG CON	H2555	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	CROWNPOINT CHP SIREN SYS CONSTRUCT	H2556	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	CROWNPOINT CHP WATERING POINT UPGRA	H2557	\$	75,000.00	0.00%	\$	7,500.00	Yes	No
609	Indian Affairs Department	Navajo Nation	FORT DEFANCE CHP SCATTERED POWER LIN	H2558	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	LITTLE WATER CHP BATHROOM IMPROVE	H2561	\$	500,000.00	0.00%	\$	50,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	MANUELITO CHP SEWAGE LAGOON IMPROV	H2563	\$	500,000.00	0.00%	\$	50,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	MEXICAN SPRINGS CHAPTER ADMINISTRATIO	J4184	\$	198,000.00	0.00%	\$	20,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	OJO ENCINO CHP HEAVY EQUIP WAREHOUSE	H2567	\$	450,000.00	0.00%	\$	45,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	PINEDALE CHP BATHROOM RENOVATION	H2568	\$	1,000,000.00	0.00%	\$	100,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	PUEBLO PINTADO SCATTERED POWER LINES	H2570	\$	1,475,000.00	0.00%	\$	147,500.00	Yes	No
609	Indian Affairs Department	Navajo Nation	RED ROCK CHP ADMINISTRATION BUILDING	H2572	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	THOREAU CHP CHP HSE CONSTRUCT	H2575	\$	500,000.00	0.00%	\$	50,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	THOREAU CHP WAREHOUSE CONSTRUCT	H2576	\$	600,000.00	0.00%	\$	60,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TOHATCHI CHP PUB SAFETY CMPLX CONSTR	H2577	\$	1,000,000.00	1.94%	\$	100,000.00	No	No
609	Indian Affairs Department	Navajo Nation	TOHATCHI CHP WAREHOUSE CONSTRUCT	H2578	\$	900,000.00	0.00%	\$	90,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TSAYATOH CHP CHP HSE CONSTRUCT	H2579	\$	900,000.00	0.00%	\$	90,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TSETI'IAH' CHP MAINTENANCE YARD CONST	H2580	\$	270,000.00	0.00%	\$	27,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TSETI'IAH' CHP WATER LINE CONSTRUCT	H2581	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	BAHASTL'AH CHP WAREHOUSE CONSTRUCT	H2582	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	BAHASTL'AH CHP WATER LINE SYS REPAIR	H2583	\$	340,000.00	0.00%	\$	34,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TWIN LAKES CHP CHP HSE DEMOLITION	H2584	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	WHITEHORSE LAKE CHP VETERANS MEM CO	H2585	\$	500,000.00	0.00%	\$	50,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	CRYSTAL CHP BATHROOM ADDS CONSTRUCT	H2591	\$	700,000.00	0.00%	\$	70,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	ROCK SPRINGS CHP MULTI-PURPOSE/VETER	H2593	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	BECLABITO CHP MLTPRPS CMPLX DESIGN	H2609	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	BECLABITO CHAPTER TRANSFER STATION CQ	J4279	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	GADII'AH/TO'KOI CHP WATER LINE IMPROVE	H2616	\$	530,000.00	0.00%	\$	53,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	NEWCOMB CHP ELEC UPGRADE	H2618	\$	700,000.00	0.00%	\$	70,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	NEWCOMB CHP SUPERMARKET ACQ	H2619	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	NAVAJO NATION SCATTERED POWER LINE CQ	J4274	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	RED VALLEY CHP TRANSFER STN CONSTRUCT	H2621	\$	75,000.00	0.00%	\$	7,500.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TSE ALNAOZIT'I' CHP HELIPAD CONSTRUCT	H2622	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TSE ALNAOZIT'I' CHP WATER LINE CONSTRU	H2623	\$	900,000.00	0.00%	\$	90,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	NAVAJO NATION SHIPROCK VETERANS CEME	H2624	\$	175,000.00	0.00%	\$	17,500.00	Yes	No
609	Indian Affairs Department	Navajo Nation	NAVAJO NATION VETERANS' CTR CONSTRUCT	H2625	\$	54,000.00	0.00%	\$	5,400.00	Yes	No
609	Indian Affairs Department	Navajo Nation	SHIPROCK CHP VETERANS CTR WWATER LIN	H2627	\$	50,000.00	0.00%	\$	5,000.00	Yes	No

609	Indian Affairs Department	Navajo Nation	TOOH HALTSOOI CHP MULTIPURPOSE BUILD	H2629	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TSE'DAKAAN HOGBACK PUMPING STATION	H2630	\$	575,000.00	0.00%	\$	57,500.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TWO GREY HILLS CHP BLDG REN	H2631	\$	1,060,000.00	6.33%	\$	105,000.00	No	No
609	Indian Affairs Department	Navajo Nation	TWO GREY HILLS CHP ECONOMIC DVLP TRAI	H2632	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	UPPER FRUITLAND CHP IRRIGATION CANAL	H2634	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	WHITE ROCK CHP BATHRM ADD CONSTRUCT	H2635	\$	700,000.00	0.00%	\$	70,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TORREON/STAR LAKE CHAPTER EMERGENCY	K4280	\$	441,500.00	0.00%	\$	44,500.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TORREON/STAR LAKE CHP LIB CONSTRUCT	H2680	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Nambe Pueblo	NAMBE PUEBLO ECON DEV ADMIN BLDG CO	H2668	\$	700,000.00	3.31%	\$	70,000.00	No	No
609	Indian Affairs Department	Nambe Pueblo	NAMBE PUEBLO WATER SYS PH 2 IMPROVE	H2667	\$	1,000,000.00	0.00%	\$	100,000.00	Yes	No
609	Indian Affairs Department	Tesuque Pueblo	TESUQUE PUEBLO DEPT OF ENVIRONMENT	H2678	\$	80,000.00	0.00%	\$	8,000.00	Yes	No
609	Indian Affairs Department	Tesuque Pueblo	TESUQUE PUEBLO FLOOD & EROSION CONT	H2679	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Tesuque Pueblo	TESUQUE PUEBLO HISTORIC PLAZA REN	H2680	\$	55,000.00	0.00%	\$	5,500.00	Yes	No
609	Indian Affairs Department	Tesuque Pueblo	TESUQUE PUEBLO LAW ENFORCEMENT CMR	H2681	\$	350,000.00	0.00%	\$	35,000.00	Yes	No
609	Indian Affairs Department	Tesuque Pueblo	TESUQUE PUEBLO UTILITY AUTH CMPLX CON	H2682	\$	1,330,000.00	0.00%	\$	133,000.00	Yes	No
609	Indian Affairs Department	Picuris Pueblo	PICURIS PUEBLO ELEC SYS IMPROVE	H2688	\$	400,000.00	4.25%	\$	40,000.00	No	No
550	Office of the State Engineer	Pleasanton Eastside	PLEASANTON EASTSIDE DITCH ASSOC IMPRO	H2700	\$	100,000.00	8.49%	\$	10,000.00	No	No
550	Office of the State Engineer	Fort West Irrigation A	FORT WEST IRRIGATION ASSOC DITCH IMPRO	H2701	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
550	Office of the State Engineer	Gila Farm Irrigation A	GILA FARM IRRIGATION ASSOC DITCH IMPRO	H2702	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
550	Office of the State Engineer	Grialva Ditch Assoc	GRIALVA DITCH ASSOC IMPROVE	H2703	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
550	Office of the State Engineer	Heredia Community	HEREDIA CMTY DITCH ASSOC IMPROVE	H2704	\$	50,000.00	8.08%	\$	5,000.00	No	No
550	Office of the State Engineer	Llano Acequia Assoc	LLANO CMTY ACEQUIA RIO MIMBRES IMPRO	H2705	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
550	Office of the State Engineer	Upper Gila Irrigation	UPPER GILA IRRIGATION ASSOC DITCH IMPRO	H2706	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
550	Office of the State Engineer	East Puerto de Luna	E PUERTO DE LUNA ACEQUIA IMPROVE	H2707	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
550	Office of the State Engineer	Acequia de la Isla	ACEQUIA DE LA ISLA/MORPHY LAKE MONITO	H2708	\$	10,000.00	0.00%	\$	1,000.00	Yes	No
550	Office of the State Engineer	Acequia Del Alto al N	ACEQUIA DEL ALTO AL NORTE IMPROVE	H2710	\$	10,000.00	0.00%	\$	1,000.00	Yes	No
550	Office of the State Engineer	Acequia Madre de H	ACEQUIA MADRE DE HOLMAN IMPROVE	H2713	\$	10,000.00	0.00%	\$	1,000.00	Yes	No
550	Office of the State Engineer	Cassidy Mill Ditch	CASSIDY MILL DITCH IMPROVE	H2715	\$	280,000.00	0.00%	\$	28,000.00	Yes	No
550	Office of the State Engineer	Acequia de Los Colon	ACEQUIA DE LAS COLONIAS IMPROVE	H2716	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
550	Office of the State Engineer	Acequia de Encinal	ACEQUIA DE ENCINAL DE SAN ANTONIO IMP	H2717	\$	10,000.00	0.00%	\$	1,000.00	Yes	No
550	Office of the State Engineer	Acequia de la Plaza	ACEQUIA DE LA PLAZA DE DIXON IMPROVE	H2723	\$	95,000.00	0.00%	\$	9,500.00	Yes	No
550	Office of the State Engineer	Acequia de las Cano	ACEQUIA DE LAS CANOVAS CONSTRUCT	H2724	\$	10,000.00	0.00%	\$	1,000.00	Yes	No
550	Office of the State Engineer	Acequia del Llano	ACEQUIA DEL LLANO IMPROVE	H2729	\$	155,000.00	0.00%	\$	15,500.00	Yes	No
550	Office of the State Engineer	Farmer's Mutual Ditch	FARMER'S MUTUAL CMTY DITCH IMPROVE	H2736	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
550	Office of the State Engineer	Acequia Madre de La	ACEQUIA MADRE DE LAS VEGAS IMPROVE C	H2738	\$	1,110,000.00	5.50%	\$	111,000.00	No	No
550	Office of the State Engineer	La Jara Acequia Assc	ACEQUIA DE LA JARA IMPROVE	H2741	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
550	Office of the State Engineer	Acequia de Los Pino	ACEQUIA DE LOS PINOS IMPROVE	H2742	\$	130,000.00	0.00%	\$	13,000.00	Yes	No
550	Office of the State Engineer	Acequia de la Cieneg	ACEQUIA DE LA CIENEGA RESERVOIR IMPRO	H2745	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
550	Office of the State Engineer	Acequias de Chupad	ACEQUIAS DE LOS CHUPADEROS IMPROVE	H2748	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
550	Office of the State Engineer	Monticello Communi	MONTICELLO CMTY DITCH ASSOC IMPROVE	H2749	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
550	Office of the State Engineer	Acequia del Llano de	ACEQUIA DEL LLANO DE SAN MIGUEL IMPRO	H2751	\$	10,000.00	0.00%	\$	1,000.00	Yes	No
550	Office of the State Engineer	Las Acequias de Las	LAS ACEQUIAS DE LAS TRAMPAS IMPROVE &	H2753	\$	10,000.00	0.00%	\$	1,000.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO FOOD PANTRY FCITY IMPROVE &	H2784	\$	40,000.00	0.00%	\$	4,000.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO MENTAL HEALTH FAMILY SVCS CTR	H2788	\$	1,251,490.00	0.00%	\$	125,149.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO RECOVERY SUP CTR CONSTRUCT	H2772	\$	551,490.00	0.00%	\$	55,149.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO RGNL TRAIN ACAD & VEH STORAGE	H2773	\$	450,000.00	0.00%	\$	45,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB VEHs & EQUIP PRCHS	H2783	\$	311,490.00	0.00%	\$	31,149.00	Yes	No
341	Local Government Division	Albuquerque	ALB AFRICAN AMERICAN MUS & CULTURAL	H2786	\$	126,490.00	0.00%	\$	12,649.00	Yes	No
341	Local Government Division	Albuquerque	ALB ALAMEDA PEDESTRIAN TRAIL CONSTRU	H2789	\$	3,000,000.00	0.00%	\$	300,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB ASIAN & PAC ISLD CMTY RESOURCE CTR	H2794	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB MARTINEZ TOWN MULTIGENERATIONAL	H2846	\$	100,000.00	3.67%	\$	10,000.00	No	No

341	Local Government Division	Albuquerque	ALB MUSEUM ED CTR CONSTRUCT	H2851	\$	1,440,000.00	1.69%	\$	144,000.00	No	No
341	Local Government Division	Albuquerque	ALBUQUERQUE SUICIDE MEMORIAL CONSTR	J4052	\$	225,000.00	0.00%	\$	22,500.00	Yes	No
341	Local Government Division	Albuquerque	ALB TRAMWAY BLVD LNDSCP IMPROVE	H2886	\$	125,000.00	0.00%	\$	12,500.00	Yes	No
341	Local Government Division	Albuquerque	ALB WEST SIDE SPRAY PAD CONSTRUCT, RET	J4030	\$	445,500.00	0.00%	\$	45,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB WESTSIDE & EASTSIDE ANIMAL SHELTER	H2894	\$	1,480,001.00	9.34%	\$	148,000.10	No	No
341	Local Government Division	Albuquerque	ALB YOUTH SVCS & TRANSITIONAL HSING FC	H2900	\$	768,490.00	0.00%	\$	76,649.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO NEIGHBORHOOD FOOD HUB GARI	H2907	\$	191,490.00	0.00%	\$	19,149.00	Yes	No
341	Local Government Division	Tijeras	TUERAS MAINT BLDG CONSTRUCT	H2914	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
341	Local Government Division	Reserve	RESERVE FIRE DEPT FCLTYS IMPROVE	H2919	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
341	Local Government Division	Springer	SPRINGER SANTA FE TRAIL MUS IMPROVE	H2945	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Clovis	CLOVIS HISTORIC RAILROAD DIST IMPROVE	H2948	\$	250,000.00	2.32%	\$	25,000.00	No	No
341	Local Government Division	Alto de Las Flores M	ALTO DE LAS FLORES MDWCA ADMIN BLDG	H2956	\$	500,000.00	0.00%	\$	50,000.00	Yes	No
341	Local Government Division	Dona Ana County	DONA ANA CO MESQUITE BALLPK IMPROVE	H2965	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
341	Local Government Division	Anthony	ANTHONY HEALTH CTR CONSTRUCT	H2969	\$	1,750,000.00	9.34%	\$	175,000.00	No	No
341	Local Government Division	Dona Ana County	DONA ANA COUNTY CHAPARRAL FIRE STATION	J4121	\$	574,200.00	0.00%	\$	58,000.00	Yes	No
341	Local Government Division	Hatch	HATCH LIB CONSTRUCT	H2974	\$	420,000.00	1.03%	\$	42,000.00	No	No
341	Local Government Division	Loving	LOVING YOUTH RECREATION CTR CONSTRUCT	H3014	\$	175,000.00	0.00%	\$	17,500.00	Yes	No
341	Local Government Division	Santa Clara	SANTA CLARA COPPER TRAILS PED/BICYCLE	H3018	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
341	Local Government Division	Hurley	HURLEY RECREATION IMPROVE CONSTRUCT	H3022	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	Roy	ROY VILLAGE PARK BATHRM REN	H3038	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	Capitan	CAPITAN WATER DEPT BLDG CONSTRUCT	H3056	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Deming	DEMING ELEC VEH CHARGING STNS CONST	H3087	\$	250,000.00	0.00%	\$	25,000.00	Yes	No
341	Local Government Division	Deming	DEMING LIVE FIRE TRAIN FCLTY CONSTRUCT	H3088	\$	900,000.00	0.00%	\$	90,000.00	Yes	No
341	Local Government Division	Deming	DEMING POLICE DEPT TRAIN FCLTY CONST	H3089	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
341	Local Government Division	Mora County	MORA CO RD DEPT MAINT SHOP CONSTRUCT	H3081	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Abiquiu Land Grant	ABIQUIU LAND GRANT CMTY PLAYGRND CON	H3104	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	Espanola	ESPANOLA LUCERO CTR IMPROVE	H3112	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	North Central Region	N CENTRAL RTD PARK & RIDE FCLTY CONSTR	H3113	\$	128,500.00	0.00%	\$	12,850.00	Yes	No
341	Local Government Division	Kirtland	KIRTLAND SPLASH PAD CONSTRUCT	H3129	\$	1,500,000.00	0.00%	\$	150,000.00	Yes	No
341	Local Government Division	San Miguel County	SAN MIGUEL CO TECOLOTTITO VOL FIRE STN	H3133	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	San Miguel County	SAN MIGUEL CO PUBLIC WORKS ADMIN BLD	H3143	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	San Miguel County	SAN MIGUEL CO EL VALLE CMTY CTR/LIB IMP	H3146	\$	90,000.00	0.00%	\$	9,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB CASA SAN YSIDRO IMPROVE	H3155	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
341	Local Government Division	Corrales	CORRALES FIRE STN BROADBAND IMPROVE	H3159	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	Jemez Springs	JEMEZ SPRINGS RIVER WALK PK CONSTRUCT	H3168	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Santa Fe County	SANTA FE CO ANIMAL SHELTER CONSTRUCT	H3184	\$	510,000.00	0.00%	\$	51,000.00	Yes	No
341	Local Government Division	Santa Fe County	SANTA FE CO DOMESTIC VIOLENCE SHELTER	H3196	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Santa Fe	SANTA FE HOMEBOUND MEALS FCLTY REN	H3202	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
341	Local Government Division	Santa Fe	SANTA FE MUNI REC SPORTS CMPLX FIELD C	H3204	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	Truth or Consequen	T OR C ANIMAL SHELTER CONSTRUCT	H3214	\$	450,000.00	9.62%	\$	45,000.00	No	No
341	Local Government Division	Town of Tañique Land	TAÑIQUE LAND GRANT COM CTR & CEMETER	H3282	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
805	Department of Transportation	Bernalillo County	ATRISCO DR SW IMPROVE	H3267	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
805	Department of Transportation	Bernalillo County	SUNSET RD SW IMPROVE	H3284	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
805	Department of Transportation	Entrerosa Water and	ENTRANOSA WATER & WWATER ASSOC NM	H3285	\$	263,000.00	0.00%	\$	26,300.00	Yes	No
805	Department of Transportation	Albuquerque	12TH ST AND BELLAMAH AVE IMPROVE	H3286	\$	250,000.00	0.00%	\$	25,000.00	Yes	No
805	Department of Transportation	Albuquerque	4TH ST ALB GREAT BLOCKS ON MAIN ST IMP	H3287	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
805	Department of Transportation	Albuquerque	ALB ROUTE 66 CENTENNIAL CELEBRATION C	H3291	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB S SAN JOSE PK REN & EXPAND, RET	J4026	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
805	Department of Transportation	Albuquerque	ALB SW MESA MEDIAN LANDSCAPING CONS	H3294	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
805	Department of Transportation	Los Ranchos de Albu	4TH ST IMPROVE	H3305	\$	500,000.00	1.28%	\$	50,000.00	No	No
805	Department of Transportation	Tijeras	TUERAS RDS IMPROVE	H3306	\$	450,000.00	0.00%	\$	45,000.00	Yes	No

805	Department of Transportation	Las Cruces	LAS CRUCES LIFT UP LAS CRUCES ST IMPRO	H3323	\$	595,000.00	6.31%	\$	59,500.00	No	No
805	Department of Transportation	Corona	CORONA RD IMPROVE	H3332	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
805	Department of Transportation	Navajo Nation	CROWNPOINT CHP SOLAR STREET LIGHTS C	H3334	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
805	Department of Transportation	Navajo Nation	N30/US HWY 481 LIGHTING IMPROVE	H3336	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
805	Department of Transportation	Cloudcroft	CLOUDCROFT FLOOD CONTROL IMPROVE	H3339	\$	600,000.00	0.00%	\$	60,000.00	Yes	No
805	Department of Transportation	Espanola	FAIRVIEW LANE CORRIDOR IMPROVE	H3342	\$	475,000.00	5.41%	\$	47,500.00	No	No
805	Department of Transportation	Navajo Nation	BECLABITO CHP HELIPAD & ACCESS ROAD C	H3346	\$	75,000.00	0.00%	\$	7,500.00	Yes	No
805	Department of Transportation	Sandoval County	PASEO DEL VOLCAN CONSTRUCT	H3349	\$	1,048,000.00	0.00%	\$	104,800.00	Yes	No
805	Department of Transportation	Sandoval County	CALLE DEL BOSQUE/BOSQUE LP/GUADALUP	H3360	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
805	Department of Transportation	Bernalillo	BERNALILLO NEW MEXICO HIGHWAY 165 AN	K4268	\$	2,500,000.00	4.98%	\$	250,000.00	No	No
805	Department of Transportation	Bellevue	N I-25 INTERCHANGE CONSTRUCT	H3367	\$	1,100,000.00	0.00%	\$	110,000.00	Yes	No
805	Department of Transportation	Los Lunas	LOS LUNAS SOUND BARRIER CONSTRUCT	H3368	\$	750,000.00	7.74%	\$	75,000.00	No	No
350	General Services Department	General Services De	WORKERS' COMPENSATION ADMIN OFFICE	H3463	\$	115,000.00	0.00%	\$	11,500.00	Yes	No
940	Public School Facilities Authority	Public School Facilit	PSFA PRE-K CLASSROOM CONSTRUCT - PSC	H3469	\$	5,000,000.00	0.00%	\$	500,000.00	Yes	No
862	Miners Cotfax Medical Center	Miners Cotfax Medical	MCMC HOSPITAL REN - MTF	H3491	\$	500,000.00	0.00%	\$	50,000.00	Yes	No
264	Administrative Office of the District Att	Administrative Office	AODA VEH PRCHS	J2022	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
824	Aging & Long Term Services Department	Navajo Nation	HUERFANO CHP SENIOR CTR VEH PRCHS	J2033	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
824	Aging & Long Term Services Department	Truth or Consequen	T OR C KEN JAMES SENIOR CTR WALK-IN FRE	J2035	\$	26,000.00	0.00%	\$	2,600.00	Yes	No
252	2nd Judicial District Attorney	2nd Judicial District	2ND JUD DIST DA OFFICE ANNEX EQUIP PRC	J2070	\$	25,000.00	0.00%	\$	2,500.00	Yes	No
924	Public Education Department	Albuquerque	ALB BROADCAST EQUIPMENT PRCHS	J2095	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
924	Public Education Department	Albuquerque Public	ALB PSD XANW-FM AUDIO CONSOLES IMPRO	J2121	\$	175,000.00	0.00%	\$	17,500.00	Yes	No
924	Public Education Department	Alamogordo Public S	ALAMOGORDO PSD ACTIVITY BUS PRCHS	J2278	\$	311,181.00	0.00%	\$	31,118.10	Yes	No
924	Public Education Department	Espanola Public Sch	ESPAÑOLA PSD FREEZER & COOLER RPLC	J2283	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
924	Public Education Department	Espanola Public Sch	ESPAÑOLA PSD SECURITY LIGHT PRCHS	J2287	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
924	Public Education Department	New Mexico School	NEW MEXICO SCHL FOR THE ARTS BUS PRCH	J2318	\$	115,000.00	0.00%	\$	11,500.00	Yes	No
924	Public Education Department	Santa Fe Public Sch	SANTA FE PSD FIREWALLS PRCHS	J2324	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
950	Higher Education Department	Central New Mexico	CENTRAL NEW MEXICO COMMUNITY COLLE	K4325	\$	290,000.00	0.00%	\$	29,000.00	Yes	No
924	Public Education Department	Questa Independent	QUESTA ISD OUTDOOR LED LIGHT UPGRADE	J2331	\$	35,000.00	0.00%	\$	3,500.00	Yes	No
924	Public Education Department	Questa Independent	QUESTA ISD OUTDOOR SFTY LIGHT UPGRADE	J2332	\$	110,000.00	0.00%	\$	11,000.00	Yes	No
924	Public Education Department	Clayton Municipal S	CLAYTON JUNIOR HIGH SCHL EQUIP	J2337	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
867	Environment Department	Dexter	DEXTER SKID STEER PRCHS	J2362	\$	69,000.00	0.00%	\$	6,900.00	Yes	No
867	Environment Department	Dexter	DEXTER VACUUM TRUCK PRCHS	J2363	\$	535,001.00	0.00%	\$	53,500.10	Yes	No
867	Environment Department	Rosedale Water Ass	ROSEDALE MDWCA BACKHOE PRCHS	J2394	\$	160,000.00	0.00%	\$	16,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	CROWNPOINT CHP SKID STEER PRCHS	J2523	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	MARIANO LAKE CHP GRADER PRCHS	J2526	\$	390,000.00	0.00%	\$	39,000.00	Yes	No
609	Indian Affairs Department	Jicarilla Apache Nat	JICARILLA APACHE NATION UTILITY VEH PRCH	J2545	\$	125,000.00	0.00%	\$	12,500.00	Yes	No
609	Indian Affairs Department	San Juan River Dine	SAN JUAN CO SAN JUAN RIVER DINEH WUI V	J2586	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
609	Indian Affairs Department	Navajo Nation	TSE'DAA'KAAN CHP MOTOR GRADER EQUIP	J2670	\$	400,000.00	0.00%	\$	40,000.00	Yes	No
609	Indian Affairs Department	San Ildefonso Pueb	SAN ILDEFONSO PUEBLO CMTY CTR AV EQUI	J2603	\$	250,000.00	0.00%	\$	25,000.00	Yes	No
550	Office of the State Engineer	Los Hueros Del Nort	LAS ACEQUIAS DE LOS HUEROS BACKHOE E	J2620	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO CMTY MENTORING PRGM EQUIP PR	J2659	\$	60,000.00	0.00%	\$	6,000.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO CMTY THEATER ARTS ED PRGM EQ	J2670	\$	32,000.00	0.00%	\$	3,200.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO IMMIGRANT & REFUGEE SUPPORT	J2678	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO JUSTICE-INVOLVED JOB TRAINING	J2680	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO MEAL DELIVERY SVC VEH & EQUIP	J2683	\$	495,000.00	0.00%	\$	49,500.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO OUTDOOR EQUITY PRJT EQUIP PR	J2688	\$	42,000.00	0.00%	\$	4,200.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO SUBSTANCE ABUSE RECOVERY SV	J2697	\$	185,000.00	0.00%	\$	18,500.00	Yes	No
341	Local Government Division	Bernalillo County	BERN CO VETERANS' VO-TECH PRGM EQUIP	J2702	\$	528,000.00	0.00%	\$	52,800.00	Yes	No
341	Local Government Division	Albuquerque	ALB BOMB SQD ROBOT PRCHS	J2733	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB DENTAL SCHL EQUIP PRCHS	J2740	\$	25,000.00	0.00%	\$	2,500.00	Yes	No
341	Local Government Division	Albuquerque	ALB DISADVANTAGED POPULATION SERVICE	J2741	\$	203,000.00	0.00%	\$	20,300.00	Yes	No

341	Local Government Division	Albuquerque	ALB FOOD DISTRIB FCLTY EQUIP PRCHS	J2758	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB MARTINEZTOWN FOOD MARKET EQUIP PRCHS	J2790	\$	38,000.00	0.00%	\$	3,800.00	Yes	No
341	Local Government Division	Albuquerque	ALB OPEN SPACE POLICE EQUIP PRCHS	J2809	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB POLICE DEPT AIR SUPPORT EQUIP PRCHS	J2814	\$	284,000.00	0.00%	\$	28,400.00	Yes	No
341	Local Government Division	Albuquerque	ALB SFTY RESPONDER EQUIP PRCHS	J2840	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB SFTY RESPONDER VEH PRCHS	J2841	\$	60,000.00	0.00%	\$	6,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB SW MESA GUNSHOT DETECTION TECH PRCHS	J2850	\$	250,000.00	0.00%	\$	25,000.00	Yes	No
341	Local Government Division	Albuquerque	ALB UNIVERSAL CHANGING TABLES PRCHS	J2859	\$	25,000.00	0.00%	\$	2,500.00	Yes	No
341	Local Government Division	Dexter	DEXTER AMBULANCE PRCHS	J2889	\$	541,176.00	0.00%	\$	54,117.60	Yes	No
341	Local Government Division	Hagerman	HAGERMAN MOWER RPLC	J2890	\$	25,000.00	0.00%	\$	2,500.00	Yes	No
341	Local Government Division	Hagerman	HAGERMAN PUBLIC WORKS VEH PRCHS	J2891	\$	160,000.00	0.00%	\$	16,000.00	Yes	No
341	Local Government Division	De Baca County	DE BACA CO BONE CRUSH EQUIP PRCHS	J2929	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
341	Local Government Division	Dona Ana County	DONA ANA CO FIRE RESCUE SCBA IMPROVE	J2935	\$	300,000.00	0.00%	\$	30,000.00	Yes	No
341	Local Government Division	Dona Ana County	DONA ANA CO PUB SFTY RADIO EQUIP RPLC	J2936	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	Anthony	ANTHONY PUBLIC SAFETY EQUIP PRCHS	J2945	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
341	Local Government Division	Malaga MDWC & SWA	MALAGA MDWC & SWA VEH PRCHS	J2976	\$	175,000.00	0.00%	\$	17,500.00	Yes	No
341	Local Government Division	Gila Regional Medical Center	GILA RGNL MED CTR CT SCANNER RPLC	J2993	\$	700,000.00	0.00%	\$	70,000.00	Yes	No
341	Local Government Division	Hidalgo County	HIDALGO CO LAW ENFORCEMENT COM EQUIP	J3005	\$	1,680,000.00	0.00%	\$	168,000.00	Yes	No
341	Local Government Division	Hidalgo County	HIDALGO CO ROAD EQUIPMENT PRCHS	J3006	\$	250,000.00	0.00%	\$	25,000.00	Yes	No
341	Local Government Division	Lordsburg	LORDSBURG UTILITY VEH PRCHS	J3008	\$	250,000.00	0.00%	\$	25,000.00	Yes	No
341	Local Government Division	Eunice	EUNICE RECYCLING CTR EQUIP	J3010	\$	400,000.00	0.00%	\$	40,000.00	Yes	No
341	Local Government Division	Gallup	GALLUP MOBILE HEALTH UNIT PRCHS	J3034	\$	75,000.00	0.00%	\$	7,500.00	Yes	No
341	Local Government Division	Gallup	GALLUP POLICE DEPT EQUIP PRCHS	J3045	\$	250,000.00	0.00%	\$	25,000.00	Yes	No
341	Local Government Division	Mora County	MORA CO EMS EQUIPMENT PRCHS	J3053	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
341	Local Government Division	Cloudcroft	CLOUDCROFT HEAVY EQUIP PRCHS	J3059	\$	738,000.00	0.00%	\$	73,800.00	Yes	No
341	Local Government Division	Tularosa	TULAROSA POLICE VEH PRCHS	J3070	\$	250,000.00	0.00%	\$	25,000.00	Yes	No
341	Local Government Division	Roosevelt County	ROOSEVELT CO SHD GENERATOR PRCHS	J3086	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
341	Local Government Division	San Miguel County	SAN MIGUEL CO SHERIFF VEH PRCHS	J3102	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Pecos	PECOS PUBLIC SAFETY VEHICL PRCHS	J3106	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
341	Local Government Division	Cochiti Lake	COCHITI LAKE BACKHOE PRCHS	J3117	\$	68,000.00	0.00%	\$	6,800.00	Yes	No
341	Local Government Division	Corrales	CORRALES FAST ATTACK FIRE APPARATUS PRCHS	J3118	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
341	Local Government Division	North Central Regional	N CENTRAL RTD BUS EQUIP PRCHS	J3131	\$	533,000.00	0.00%	\$	53,300.00	Yes	No
341	Local Government Division	Santa Fe	SANTA FE CO REC PROGRAM VAN PRCHS	J3135	\$	215,000.00	0.00%	\$	21,500.00	Yes	No
341	Local Government Division	Edgewood	EDGEWOOD POLICE DEPT WELLNESS CTR EQUIP	J3137	\$	138,000.00	0.00%	\$	13,800.00	Yes	No
341	Local Government Division	Santa Fe County	SANTA FE CO CLERK GENERATOR PRCHS	J3143	\$	200,000.00	0.00%	\$	20,000.00	Yes	No
341	Local Government Division	Santa Fe County	SANTA FE CO CLERK WAREHOUSE LIFT & SEC	J3144	\$	150,000.00	0.00%	\$	15,000.00	Yes	No
341	Local Government Division	Belen	BELEN TECH TRAINING EQUIP PURCHS	J3206	\$	100,000.00	0.00%	\$	10,000.00	Yes	No
341	Local Government Division	Bosque Farms	BOSQUE FARMS POLICE DEPT IN-CAR INFO	J3207	\$	75,000.00	0.00%	\$	7,500.00	Yes	No
805	Department of Transportation	Roswell	ROS WELL AIRPORT TERMINAL GENERATOR PRCHS	J3258	\$	500,000.00	0.00%	\$	50,000.00	Yes	No
980	ENMU	Eastern New Mexico	ENMU-ROS WELL SCI LAB EQUIP UPGRADE	J3314	\$	50,000.00	0.00%	\$	5,000.00	Yes	No
980	ENMU	Eastern New Mexico	ENMU ANIMAL ED & RSRCH CTR EQUIP	J3318	\$	408,000.00	0.00%	\$	40,800.00	Yes	No
954	NMSU	New Mexico State U	NMSU KINESIOLOGY ANATOMAGE PRCHS	J3346	\$	220,000.00	5.08%	\$	22,000.00	No	No
952	UNM	University of New Mexico	UNM-TAOS CAMPUS SECURITY GATES IMPROV	J3403	\$	40,000.00	0.00%	\$	4,000.00	Yes	No

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF TRUTH OR CONSEQUENCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 199, Section 28, Paragraph 460, 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; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

- 23-H3214
- APPROPRIATION AMOUNT: \$450,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 460
- FOUR HUNDRED FIFTY THOUSAND (\$450,000.00),
- to plan, design, construct, furnish and equip a kennel building for the animal shelter in Truth or Consequences in Sierra county;

The Grantee's total reimbursements shall not exceed FOUR HUNDRED FIFTY THOUSAND \$450,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, FOUR THOUSAND FIVE HUNDRED \$4,500.00, which equals FOUR HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED \$445,500.00 (the "Adjusted Appropriation Amount").

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(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- iii. The Grantee's expenditures were made pursuant to the State Procurement Code 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, hereinafter referred to as "Third Party Obligations"; and
- iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- v. In the event that 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:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- vi. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The 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.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that 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 attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the 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. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

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: Amanda Forrister
Title: Mayor
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: amanda.forrister@torcnm.org
Telephone: 575-894-6673

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: Kristie Wilson
Title: Finance Director
Address: 505 Sims St., Truth or Consequences, NM 87901
Email: kwilson@torcnm.org
Telephone: 575-894-6673

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

Department: DFA/Local Government Division
Name: Alison Gillette
Title: Program Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, NM 87501
Email: Alison.Gillette@dfa.nm.gov
Telephone: 505-69-7811

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five 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 email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2027** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are not expended and an expenditure has not occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- iii. The 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 Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the 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. Such corrective action plan must be approved by the Department and be signed by the Grantee. 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)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Reporting.

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month, that is 30 days prior to the end of the quarter following 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.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the 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. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, 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 such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or
- iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability 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 due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- i. 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 (or local procurement ordinance, where applicable).
- ii. 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. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit 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, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. 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 employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The 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 the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or

indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. 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 this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; 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, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the 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 total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. Grantee shall make all Project records available to the Department, the Department of Finance and Administration, 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 of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. 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.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall 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;

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, CITY OF TRUTH OR CONSEQUENCES may immediately terminate this Agreement by giving Contractor written notice of such termination. CITY OF TRUTH OR CONSEQUENCES's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against CITY OF TRUTH OR CONSEQUENCES or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CITY OF TRUTH OR CONSEQUENCES or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall 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:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF TRUTH OR CONSEQUENCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF TRUTH OR CONSEQUENCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 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 Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. 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;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a 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 effective without 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 contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant 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, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTED

Signature of Official with Authority to Bind Grantee

City of Truth or Consequences
Entity Name

for By: Amanda Forrister (Rolf Hechler)
(Type or Print Name)

Its: Mayor (Mayor Pro-tem)
(Type or Print Title)

September 27, 2023
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

Designated by:
LOCAL GOVERNMENT DIVISION

Wesley Billingsley
D891C24B85B4E9...

By:

Its: Division Director

10/2/2023

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: G.5

SUBJECT: Discussion/Action – Memorandum of Understanding between Sierra County and the City regarding funding support for the NMSU Cooperative Extension Service

DEPARTMENT: City Manager

DATE SUBMITTED: October 8, 2026

SUBMITTED BY: Gary Whitehead

WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager

Summary/Background:

On August 5th, 2026 The NMSU Cooperative Extension Service requested support for the 2026-2027 fiscal year to help with expenses in the Sierra County Extension Office. The City Commission authorized the City Manager to work with the Sierra County Manager to develop a program to support this program. The overall cost of operation for the Extension office is \$209,158 26/27 FY. Sierra County will be providing \$75,000 to support the program. The Sierra County Extension Agent provides many services to residents of the City of Truth or Consequences

Recommendation: Approve the MOU with Sierra County and support the programs by providing \$15,000 in funding to Sierra County to support funding for the program.

Attachments:

- 1 Letter of request
- Presentation
- MOU
- Budget

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

\$15,000 from General Fund – Governing Board Budget

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agenda 10-14-26

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SIERRA COUNTY, NEW MEXICO
AND
THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
REGARDING FUNDING SUPPORT FOR THE NMSU COOPERATIVE
EXTENSION SERVICE**

I. RECITALS

WHEREAS, Sierra County, New Mexico (the "County") and the City of Truth or Consequences, New Mexico (the "City") are local governmental entities that share an interest in supporting programs and services that benefit residents throughout Sierra County and the City of Truth or Consequences;

WHEREAS, the Parties recognize their existing cooperative relationship and the value of intergovernmental collaboration to efficiently support programs that provide regional and community-wide benefits;

WHEREAS, the New Mexico State University Cooperative Extension Service provides educational programs and services in Sierra County in the areas of agriculture, consumer and environmental sciences, 4-H and youth development, and community and economic development;

WHEREAS, the Parties recognize that the Sierra County Extension Office and its Extension Agent services provide educational, agricultural, youth-development, community-development, and outreach benefits to residents of both the City and the County;

WHEREAS, continued support for an additional Extension Agent will expand opportunities for youth throughout Sierra County, including youth who may not otherwise participate in traditional 4-H programming, through school outreach and other educational avenues;

WHEREAS, the County will contribute Seventy Five Thousand Dollars (\$75,000) to support the NMSU Cooperative Extension Service and the Extension Agent serving Sierra County; and

WHEREAS, the City desires to contribute Fifteen Thousand Dollars (\$15,000.00) in additional funding to the County for the purpose of supporting the NMSU Cooperative Extension Service and the Extension Agent serving Sierra County; and

WHEREAS, the County is willing to receive and apply the City's contribution solely for that public purpose, consistent with applicable law and the County's funding arrangements with New Mexico State University.

NOW, THEREFORE, in consideration of the mutual understandings and commitments set forth herein, the Parties agree as follows:

II. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to document the City's contribution of \$15,000.00 to Sierra County to provide additional financial support for the NMSU Cooperative Extension Service and the Extension Agent serving Sierra County, and to establish the Parties' respective responsibilities concerning those funds.

III. CITY CONTRIBUTION

The City shall provide Sierra County with Fifteen Thousand Dollars (\$15,000.00) for Fiscal Year 2026-2027. The contribution shall be paid to the County following approval and execution of this MOU and shall be used by the County solely to support the NMSU Cooperative Extension Service and the costs associated with the Extension Agent serving Sierra County, including salary or other program costs authorized under the County's funding arrangement with New Mexico State University.

IV. COUNTY RESPONSIBILITIES

The County shall receive the City's contribution and account for the funds in accordance with applicable law and County financial procedures. The County shall apply the contribution toward its financial support of the NMSU Cooperative Extension Service and shall not use the contribution for an unrelated County purpose. Upon reasonable request, the County shall provide the City with available documentation sufficient to confirm that the City's contribution was applied for the purposes described in this MOU.

V. COMMUNITY BENEFIT

The Parties acknowledge that the NMSU Cooperative Extension Service provides services and educational opportunities that benefit the community as a whole, without regard to municipal or unincorporated boundaries. The Parties further recognize the value of Extension programming in agriculture, consumer and environmental sciences, 4-H and youth development, and community and economic development, and the particular benefit of expanded youth outreach through schools and other educational avenues. Nothing in this MOU requires NMSU or the Extension Agent to provide services exclusively to City residents or to allocate services between the City and County according to the amount contributed by either Party. The Parties intend the contribution to support the continued availability of Extension services for the broader Sierra County community.

VI. NO EMPLOYMENT OR AGENCY RELATIONSHIP

Nothing contained in this MOU shall be construed as making the Extension Agent or any NMSU employee an employee, agent, or contractor of the City or County. Neither Party shall direct or control NMSU personnel through this MOU. Personnel supervision,

program administration, and employment matters remain the responsibility of New Mexico State University in accordance with its applicable agreements and policies.

VII. TERM, AMENDMENT & TERMINATION

This MOU shall become effective upon approval by both governing bodies and execution by authorized representatives of the Parties and shall remain in effect through June 30, 2027, unless earlier terminated by mutual written agreement of the Parties. This MOU may be amended only by mutual written agreement of the Parties and approval by the respective governing bodies when required by law. Termination shall not require the County to return funds already committed or expended for the purposes authorized by this MOU because the City's contribution is intended to support Fiscal Year 2026-2027 Extension services. Any uncommitted balance remaining upon termination shall be returned to the City unless the Parties agree otherwise in writing.

VIII. MISCELLANEOUS

Notices. Formal notices under this MOU shall be delivered to the County Manager and the City Manager, or their successors.

Entire Agreement. This MOU constitutes the entire understanding of the Parties regarding its subject matter and supersedes any prior oral or written understanding between the Parties concerning the City contribution addressed herein.

Governmental Immunity. Nothing contained in this MOU shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection afforded either Party under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the New Mexico Civil Rights Act, NMSA 1978, Section 41-4A-1 et seq., or any other applicable law.

No Third-Party Beneficiaries. This MOU is entered into solely for the benefit of the Parties. Nothing contained herein shall be construed to create any right, benefit, claim, cause of action, or remedy in favor of New Mexico State University, any employee or agent of NMSU, or any other third party.

Independent Governmental Entities. The Parties remain separate governmental entities. Nothing contained in this MOU shall be construed as creating a partnership, joint venture, agency relationship, fiduciary relationship, or joint enterprise between the Parties.

Appropriation and Availability of Funds. The obligations of each Party under this MOU are subject to lawful appropriation and the availability of funds. Nothing in this MOU shall be construed to create a debt or obligation contrary to the New Mexico Constitution or applicable law.

Compliance with Existing Law. Nothing in this MOU shall be interpreted to authorize either Party to act in a manner inconsistent with applicable federal, state, or local law. In the event of any conflict, applicable law shall control.

Severability. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Governing Law. This MOU shall be governed by the laws of the State of New Mexico. Venue for any action arising out of this MOU shall lie exclusively in the Seventh Judicial District Court in Sierra County, New Mexico.

Counterparts/Electronic Signatures. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Electronic signatures shall be deemed originals for all purposes.

IX. APPROVALS & SIGNATURES

APPROVED, ADOPTED, AND PASSED this 20th day of October, 2026.

BOARD OF COUNTY COMMISSIONERS OF SIERRA COUNTY

James Paxon, Chairman

Hank Hopkins, Vice-Chairman

Sandy Jones, Commissioner

Attest:

Amy Whitehead, County Clerk

APPROVED, ADOPTED, AND PASSED this _____ day of _____, 2026.

CITY OF TRUTH OR CONSEQUENCES

City Manager

Mayor

ATTEST:

City Clerk



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2026-2027 Period Ending: 10/31/2026

Fund: 101 - General

Expense

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
101-1000-40105	62,400.00	62,400.00	0.00	15,600.00	0.00	46,800.00	75.00 %
101-1000-41205	3,869.00	3,869.00	0.00	967.20	0.00	2,901.80	75.00 %
101-1000-41210	905.00	905.00	0.00	226.20	0.00	678.80	75.01 %
101-1000-42305	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1000-42310	5,000.00	5,000.00	0.00	1,184.45	1,120.00	2,695.55	53.91 %
101-1000-42720	5,000.00	5,000.00	0.00	700.00	651.72	3,648.28	72.97 %
101-1000-43316	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1000-43597	100,000.00	100,000.00	0.00	18,121.18	77,251.45	4,627.37	4.63 %
101-1000-43598	20,000.00	20,000.00	0.00	4,857.18	16,761.88	-1,619.06	-8.10 %
101-1000-43740	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
101-1000-43770	31,753.00	31,753.00	0.00	28,389.24	0.00	3,363.76	10.59 %
101-1000-43775	1,000.00	1,000.00	0.00	438.79	561.21	0.00	0.00 %
101-1000-44606	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
101-1000-44613	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00 %
101-1000-44625	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1000-45607	500.00	500.00	0.00	189.75	0.00	310.25	62.05 %
101-1000-48599	15,000.00	15,000.00	0.00	18,599.79	0.00	-3,599.79	-24.00 %
101-1000-60430	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	100.00 %
101-1000-60725	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	0.00 %
101-1000-80805	325,000.00	325,000.00	0.00	9,211.88	168,160.97	147,627.15	45.42 %
Expense Total:	699,427.00	699,427.00	0.00	98,485.66	314,507.23	286,434.11	40.95%
Fund: 101 - General Total:	699,427.00	699,427.00	0.00	98,485.66	314,507.23	286,434.11	40.95%
Report Total:	699,427.00	699,427.00	0.00	98,485.66	314,507.23	286,434.11	40.95%

Transfer \$15,000.00 from 101-1000-80805 to 101-1000-60725
Grants to Sub-Recipients



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: H.1

SUBJECT: Resolution No. 24 26/27 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: October 8, 2026

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Chief Financial Officer

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

Recommendation:

Approval Resolution No. 24 26/27 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 24 26/27

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

Changes in funding as presented on the Department of Finance and Administration Schedule of Budget Adjustments

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 24 26/27 Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-14-26



RESOLUTION NO. 24 26/27

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2026-2027.

WHEREAS, the final budget for was approved by the City Commission of the City of Truth or Consequences, New Mexico, pursuant to Chapter 6, Article 76 NMSA 1978; and

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2026-2027; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents was duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED this **14th day of October, 2026**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2026-27 10/14/2026
DFA Resolution Number: 24 Fully Executed Agreements
BAR NUMBER 1

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	216	216-4503-80861	ST-Infra Dam Safety Repair	Expense	\$15,000.00	\$ 100,000	\$ 115,000	Increase for acquisition of land for flood/Dam Safety (Cantrell Project) per Gary Whitehead-City Manager
						\$	-	
						\$	-	
						\$	-	
						\$	-	
						\$	-	
						\$	-	

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Rolf Hechler, Mayor

(Date)



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 14, 2026

Agenda Item #: H.2

SUBJECT: Resolution No. 25 26/27 City of Truth or Consequences Classification and Pay Plan
DEPARTMENT: City Manager's Office, Human Resources and Finance
DATE SUBMITTED: October 7, 2026
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The Pay Policy has been updated following implementation of the Pay Study to ensure the policy aligns with the City's pay structure and provides consistent guidelines for employee compensation and pay adjustments. It is also in alignment with our evaluation process and Time and Attendance SOP.

Recommendation:

It is recommended that the Pay Policy be approved.

Attachments:

- Resolution No. 25 26/27: Pay Policy. – **Requires approval**
- Employee evaluation form and Supervisor instructions – Information only
- Time and Attendance SOP – Information only
- Internal Policy – Information only

Fiscal Impact (Finance): Yes

Has been previously approved in the budget

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. 25 26/27 Ordinance No. [Click here to enter text.](#)

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

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

File Name: CC Agendas 10-14-26



Policy Number 25 26/27		
City of Truth or Consequences Classification and Pay Plan		
Date Approved:	Approved by: Governing Body	Supersedes policy or Resolution # 22-001

PURPOSE AND VALUES

The purpose of this Policy is to set forth fair and consistent procedures and practices for all positions and employees in the city, and to ensure employee salaries are competitive for the region and respective classification, as adopted by the Governing Body. The city values its employees and believes they should be paid market value for their service and efforts to improve and maintain the quality of life in this community. Adoption of the current salary plan established compensation levels within a competitive range of the market; however, the market is fluid and dynamic. The City will allocate funds sufficient to maintain market alignment, as funding is available.

SECTION I: THIS POLICY IS BASED ON THE FOLLOWING VALUES

1.1 Competition: The City will provide total compensation opportunities through direct pay and indirect pay (e.g., benefits, career opportunities, etc.) that are a blend of incentives offered by market benchmarks organizations.

1.2 Pay Grades: Each job classification will be assigned a pay grade defined by minimum, midpoint and maximum dollar values. The minimum represents the lowest rate that can be paid for a position assigned to a particular grade. The midpoint represents the external, market value of the position based on years of service and experience. The maximum scale is fluid and will continue upwards based on time determined by the payroll calculator. Pay grades may expand or contract as approved by the Governing Body. The pay grade defines pay opportunities for each position and establishes increases as approved. Pay structure(s) will be reviewed periodically and revised to reflect the city's changing competitive position, economic conditions, and compensation objectives. This review is detailed in Section III "Maintenance of Pay System and Structures" and is subject to budgetary limitations.

1.3 Job Descriptions: Each position will have a written job description. Job descriptions should be reviewed by Human Resources and the respective department directors or supervisors on an as-needed basis, but no less than once every three years. It is anticipated that a two-year review cycle will be conducted with one-half of the job descriptions being reviewed triennially. The positions under review will also be the benchmark positions reviewed in any market analysis update.

1.4 Administration: Under the direction of the City Manager, and in consultation with the Finance Department and Human Resources. Human Resources will manage and administer the pay plan schedule. Human Resources' responsibilities include the following:

- A. Recommend changes in the basic philosophy and objectives of this compensation policy, which ensure compliance with all relevant laws and regulations;
- B. Ensure job descriptions are current and accurate;
- C. Conduct salary surveys and/or review published salary survey data to recommend salary increases and structure adjustments; and
- D. Coordinate plan implementation and periodic review of the Salary Administration Guidelines.

SECTION II: JOB DESCRIPTIONS

2.1 Job Descriptions. Job Descriptions are a written document that describes essential functions of a position and focuses on the general purpose and principal duties and responsibilities of a position. Every position in the city should have a written job description. The job description is intended to describe the major functions of the position, not to provide a complete listing of all possible tasks and responsibilities. Job descriptions will:

- A. serve as a means of communication between the supervisor and employee;
- B. clarify the responsibilities and expectations of the position;

- C. serve as the basis for position evaluation and pay grade classification;
- D. provide documentation for validating salary survey matches;
- E. serve as a basis for any performance appraisal and goal setting; and
- F. identify qualifications for purposes of recruitment, selection and training.

2.2 Maintenance. Maintenance of all job descriptions is the responsibility of Human Resources. Department directors are responsible for notifying Human Resources of significant changes in job duties and responsibilities. With the assistance of the City Manager, Human Resources will ensure employee positions are properly classified and that appropriate job descriptions are completed.

2.3 Employee Responsibilities. Employees are required to read, understand, and uphold the requirements outlined in the job description for their assigned position, including additional and assigned tasks.

SECTION III: MAINTENANCE OF PAY SYSTEM AND STRUCTURES

3.1 Salary Structure and Compensation Planning. The City Manager, in consultation with the Finance Department and Human Resources. Is responsible for developing recommendations regarding structure adjustments, employee salaries, and salary increases during the budget process. These recommendations reflect the city's compensation policy; therefore, final budget allocations will rest with the Governing Board and should be made in the context of the total financial position of the city.

3.2 Salary adjustments. Salary adjustments will be based on an approved salary plan and schedule. The City Commission will annually engage in salary structure adjustments to ensure the structure continues to reflect competitive market-going rates. The salary structure may be adjusted as a result of a labor market study and/or cost-of-living assessment. A single job may be reassigned to another grade when the market aligns with a higher grade in the salary structure, as determined by the Human Resources Department.

3.3 Salary Surveys. To assess the city's relative position to the market, salary surveys will be conducted as needed. Guidelines for conducting salary surveys are:

- A. Governing Body pay philosophy and values, as set forth in this policy, as well as other related policies, resolutions and ordinances;
- B. Compensation program objectives; and
- C. Pay structure maintenance.

3.4 Annual Review. Starting with FY 27 and annually thereafter, Human Resources will review published survey data and/or conduct an annual survey of benchmark organizations to determine average movements in the market and make recommendations

for appropriate structure adjustments. Every five to seven years, a full market review should be conducted, and structure adjustment recommendations made based on benchmark organizations.

3.5 Salary Integrity. Salary Structure Protection and Internal Equity: Human Resources is responsible for protecting the integrity of the City's approved salary structure. Salary decisions should support the established pay grades, minimums, midpoints, maximums, internal equity, and the City's overall compensation philosophy. Human Resources will review proposed compensation actions for potential salary compression and internal equity impacts before approving salary offers or other pay actions.

SECTION IV: POLICY CONSIDERATIONS

4.1 All positions are classified as either non-exempt or exempt, in accordance with the criteria outlined by the United States Department of Labor under the Fair Labor Standards Act (FLSA). A position classified as non-exempt will be paid on an hourly basis and eligible for overtime pay and/or compensatory time at a rate no less than time and half for all hours worked in excess of 40 in a workweek. A position classified as exempt is excluded from the FLSA's overtime provisions and will be paid on a salaried basis.

4.2 Documented justification should be reviewed by the department head and Human Resources, and an analysis of the impact of the hiring rate compared to incumbent employees in similar level positions should be performed. Human Resources must approve the salary offer. Appropriate documentation shall be maintained in Human Resources.

4.3 The Pay Range Schedule adopted by the Governing Body is attached hereto. This Pay Range Schedule may be changed from time to time without the need to amend this policy. Any changes in the Schedule must follow the principals, procedures and values as outlined in this policy.

SECTION V: STARTING SALARY GUIDELINES

There are several considerations in deciding what to offer prospective applicants to work for the city. These considerations are broken down into two parts: the total offer and the salary offer.

5.1 The Total Offer. In exchange for a person's time, talent, service, judgment, education, and experience, the city offers compensation, benefits, a healthy working environment, career opportunities, and so on. For example, a partial listing of some of the tangibles and intangibles include: 1) the benefits package; 2) the security of a stable organization; 3) the work environment; and 4) location and community.

5.2 The Salary Offer. Based on the city's ability to pay market value and the pay grade range for each position, define the pay opportunities for each job. Employees should start at the minimum step of the pay grade or their job classification, or as authorized in this section.

- New hires will not be offered a rate less than minimum or greater than midpoint of the position grade.

Human Resources Department, in consultation with the department supervisor, will determine starting salaries for new hires based on the salary range of the position's assigned grade, available budget, the new hire's job-related qualifications exceeding the minimum requirements of the position, relevant education level, relevant experience, and equity between similarly qualified employees performing comparable work.

Human Resources will also consider salary compression when establishing a starting salary. Salary compression occurs when the compensation of a newly hired employee is placed too close to, or above, the compensation of existing employees with comparable duties, qualifications, experience, or responsibility. Starting salary recommendations may be adjusted within the approved pay range to protect internal equity and the integrity of the salary structure. Human Resources must approve all salary offers.

SECTION VI: INDIVIDUAL MOVEMENT THROUGH THE RANGE

With the exception of market considerations, it is expected that employees will move through their pay range over time. Increases provided to employees to achieve such movement shall be directed by this policy and amended from time to time. Funding levels are always based on the city's financial position.

6.1 Adjustments. The purpose of adjustments is to respond to situations that might affect the external competitive position or adversely affect internal equity. All proposed adjustments must be approved by the Governing Body, typically during the budget process.

SECTION VII: ANNUAL PAY INCREASE STRUCTURE

Beginning in FY 27/28, the City will transition from a single annual pay increase structure to a split annual increase structure consisting of a Cost-of-Living Adjustment (COLA) and a separate Merit Increase. Both are subject to City Commission approval and available funding.

7.1 Cost-of-Living Adjustment (COLA): A COLA is a general pay adjustment intended to recognize changes in the cost of living and/or the broader compensation environment. When approved by the City Commission, the COLA will be applied in accordance with the eligibility requirements, percentage or amount, effective date, and implementation terms

established by the City Commission. A COLA is not based on an individual employee's performance or merit and does not replace or satisfy the requirements for a Merit Increase. Cola increase, if approved, will become effective on the first payroll cycle in October following final budget approval.

7.2 Merit Increases: The City seeks to recognize individual employee performance through merit-based compensation increases. An employee may be eligible for a merit increase after completing the designated performance period and meeting all established eligibility requirements. To be eligible for a Merit Increase, an employee must:

1. Have completed at least six (6) hours of relevant continuing education during the applicable performance period;
2. Have received a satisfactory performance evaluation for the applicable performance period; and
3. Have reached the employee's anniversary date in their current position.

The amount of an approved merit increase shall be determined using the City's established pay calculator, which considers the applicable performance and merit criteria established by the City. Eligibility for a Merit Increase does not guarantee that an increase will be awarded. Any Merit Increase is subject to approval by the Governing Body and the availability of funds within the City's adopted budget.

Available classes necessary to obtain the 6-hour CE Credits are available through Human Resources. It is the responsibility of the supervisor and the employee to identify classes.

SECTION VIII: CHANGES TO CLASSIFICATION

8.1 Reclassified Positions. When a new position is created or a position is reclassified, the City Manager shall obtain approval of the new or reclassified position and pay grade by the Governing Body. Once a position classification and pay grade is approved by the Governing Body, the City Manager, within budget constraints and policy limitations, may proceed to fill the new or reclassified position through internal placement, transfer, or external recruitment, as appropriate, in accordance with applicable City policies and procedures.

- A. A position may be reclassified when the City Manager determines the duties and responsibilities no longer align with the expectations of the job. At such time, the job will be re-evaluated based on City needs and the current market-

going rate. The job may subsequently be reassigned to another grade in the salary structure, as determined by the Human Resources Department.

- B. If a position classification is changed to a higher pay grade, the employee in the position will maintain the new position. If an incumbent no longer meets the minimum qualifications of the position, the employee will be grand-fathered into the role; however, opportunities for promotion and further advancement will be limited to positions the individual is qualified to hold.
- C. If a reclassification results in a higher grade, the employee's salary will be re-evaluated to align with the higher pay grade based on the extent to which the individual exceeds the minimum requirements of the reclassified job. A pay increase is not required, even as the result of an increase in grade.
- D. If a position is moved to a lower pay grade, the employee's salary shall automatically be adjusted and re-evaluated based on the revised salary range. If the employee's salary exceeds the maximum of the new pay range the salary may be adjusted to the maximum of the applicable pay range, consistent with applicable City policy and law. The City may also adjust an employee's salary within the revised pay range based on the employee's qualifications, relevant education and experience, and the requirements and responsibilities of the position. An employee may be permitted to maintain the same pay level; however, a pay increase is not allowable when a reduction in grade level occurs.

8.2 Pay Structure. The City Manager may propose changes to the City's employee structure, including the creation, elimination, reclassification, consolidation, or modification of positions, when such changes are determined to be in the best interest of the City and its operations and management. Any such changes that establish or modify a position classification or pay grade shall be submitted to and require approval by the Governing Body prior to implementation.

8.3 Voluntary Transfer. The City encourages growth and development as an important means of recognizing and retaining talented employees. To qualify for promotion, an employee must have held their current position for a minimum of six (6) months, must meet the minimum qualification requirements of the new position, and must demonstrate satisfactory performance including a satisfactory file review.

- A. **Salary Upon Promotion or Transfer.** The employee's salary will be evaluated based on the salary range assigned to the new position and the individual's job-related qualifications exceeding the minimum qualifications of the new position. Additionally, consideration should be given to equity between similarly qualified employees in the same title and experience of external

candidates, and budgetary constraints. The new salary will be determined in collaboration between the supervisor and the Human Resources Department.

- B. **Internal Job Postings.** When a new or reclassified position becomes available, the City may post the position internally for a minimum of one (1) week to provide current employees an opportunity to apply and be considered for the position. Internal posting is intended to encourage employee development and advancement opportunities. Following the internal posting period, the position may be opened to external candidates if necessary. Current employees who apply must meet the minimum qualifications of the position and will be considered through the City's established hiring and selection process. Internal applicants are not guaranteed selection or promotion based solely on their current employment with the City.

8.4 Involuntary Transfers. The City may identify a need to transfer an employee to a comparable position within another area of the organization. Any involuntary transfer shall be made in accordance with applicable City personnel policies and procedures. An employee who believes an involuntary transfer violates applicable policy or otherwise has grounds for a grievance may utilize the grievance procedure established in the City's Personnel Policy.

8.5 Demoted Employees. At times, a demotion may be appropriate when an employee is unable to fulfill the requirements of the current position, but demonstrates the capacity to perform satisfactorily at a lower level. The City may initiate a demotion in lieu of disciplinary action for unsatisfactory performance.

- A. Alternatively, a demotion may be desirable when a position is eliminated due to funding loss and a lower-level position is available. An employee may also request a demotion, dependent on existing business need and demonstrated capacity to perform satisfactorily at a lower level.
- B. Upon demotion, the employee's salary will be decreased to align with the salary grade of the new position, with consideration for the employee's job-related qualifications exceeding the minimum qualifications of the lower-level position. An employee's demotion will not result in a salary increase.
- C. Any reduction in an employee's pay must be implemented in accordance with the City's applicable Personnel Policy and any required procedures, approvals, notice, or due process. Nothing in this Pay Schedule Policy is intended to authorize a reduction in pay outside the requirements of the City's Personnel Policy, applicable ordinances, resolutions, or other governing requirements.

SECTION IX: TEMPORARY - ACTING ASSIGNMENTS

9.1 Temporary Assignments. Employees temporarily assigned (placed in Acting status) to a position with a higher pay grade will receive a pay adjustment to no more than the minimum of the pay range of the assigned position or increased by 5%, whichever is greater. The City Manager must approve all temporary acting status positions based on need and funding availability within the department.

- A. To receive this temporary pay adjustment, an employee must serve in the Acting capacity, perform most of the duties of the higher position, and be assigned to Acting status in that position for one month or more. Assignments less than one month are considered de minimis.
- B. Any assignment to an acting position shall not exceed a period of six (6) months. During this period, the position should be advertised to be filled, or the position shall be deemed no longer needed and will be defunded or eliminated.
- C. At the conclusion of a temporary assignment or six (6) month period, the employee in the "Acting Status" shall revert back to their former pay grade, and the amount of pay shall revert back to the amount prior to the "Acting Status" assignment, subject to and applying any city-wide adjustments that occurred during the time in ACTING Status.

9.2 Additional Duties. An employee may be called upon to perform duties and responsibilities outside the scope of their job description when reasonably related to the operations and needs of the City. If such duties constitute a substantial and ongoing portion of the employee's time and effort for more than six (6) months, Human Resources may review the employee's assignment and compensation. The City Manager may authorize or recommend an appropriate compensation adjustment based on the nature, duration, and level of the additional duties, internal pay equity, budget availability, and the City's salary structure, subject to any required approval. The assignment of additional duties does not automatically require additional compensation. The additional duties may not require the creation of a full-time or part-time position; however, if the duties represent an ongoing operational need that would reasonably warrant a separate position, the City may evaluate establishing such a position.

SECTION X: SEASONAL EMPLOYEE RETURN POLICY

10.1 Returning Seasonal Employees. The City recognizes the value of retaining experienced seasonal employees. A seasonal employee who successfully completed a previous season may be considered for reemployment in the same or a substantially

similar seasonal position without participating in the standard interview process, provided all of the following conditions are met:

- A. The employee received an overall satisfactory or better performance evaluation at the conclusion of the previous season.
- B. The employee separated from employment in good standing and is eligible for rehire.
- C. The employee successfully passes all pre-employment requirements applicable to the position, including a criminal background check and drug screening, if required by City policy.
- D. The department has an available seasonal position, and the Department Director recommends the employee for rehire.

Returning seasonal employees who meet these requirements may be offered reemployment without posting the position specifically for them or requiring a new interview. The City reserves the right to require an interview or conduct a competitive recruitment when it determines doing so is in the best interest of the organization. Reemployment as a seasonal employee does not create an expectation or guarantee of continued or future employment. Each season of employment is considered a separate period of employment, and all seasonal appointments remain temporary and at the discretion of the City.

SECTION XI: RELATIONSHIP TO PAYROLL, TIME AND ATTENDANCE PROCEDURES

This Pay Policy establishes the City's compensation structure, salary administration, pay adjustments, and related compensation practices. It shall be administered in conjunction with the City's Payroll, Time and Attendance Standard Operating Procedure (SOP). The Payroll, Time and Attendance SOP establishes the operational procedures for recording, reviewing, approving, and processing employee time and attendance, including timekeeping requirements, timesheet submission and approval, leave reporting, overtime, standby or call-back time, and other payroll-related processes.

The Pay Policy and Payroll, Time and Attendance SOP are intended to work together. In the event of a conflict, the applicable City ordinance, adopted policy, or other governing authority shall control, and the Human Resources and Finance Departments shall coordinate as necessary to ensure consistent administration.

Administration of the Payroll Time and Attendance policy shall be administered by Human Resources and Finance Payroll department under the direction of the City Manager. It shall be the responsibility of individual department(s) supervisor to ensure proper and timely reporting of employees time.

EMPLOYEE EVALUATION

Name: _____ Position: _____

Department: _____ Manager: _____

Date Hired: _____ Evaluation Date: _____ Evaluation Period: _____

Interim Review Date(s) _____

Performance Evaluation – (supervisor)

Rating Scale: 1 = Poor | 2 = Below Average | 3 = Average | 4 = Above Average | 5 = Excellent

#	Evaluation Criteria	Rating
1	Quality of Work	_____
2	Quantity of Work	_____
3	Dependability	_____
4	Communication Skills	_____
5	Teamwork	_____
6	Problem-Solving Abilities	_____
7	Time Management	_____
8	Adaptability/Flexibility	_____
9	Technical Skills/Knowledge	_____
10	Initiative and Proactiveness	_____

Growth Plan – (supervisor/employee)

Goals / Objectives – (supervisor/employee)

Were previous goals met? ☐ Yes, met ☐ Partially met ☐ No, not met

#	Goal / Objective	Status / Comments
1		
2		
3		



EMPLOYEE EVALUATION

Training / Education — (supervisor/employee)

6 Hours of Continuing Education Met? ☐ **Yes** ☐ **No** — (supervisor/employee)

#	Classes/Trainings	Hours
1		
2		
3		

Please attach certificates and/or sign-in sheets as proof of attendance

Defensive Driving Course Taken ☐ **Yes** ☐ **No** — (supervisor/employee) **Date Last Taken** _____

Must be taken every 4 years

Employee's Comments: (employee)

Employee Signature: _____ Date: _____

Department Manager Signature: _____ Date: _____

Reviewed by: _____ Date: _____

SUPERVISOR INSTRUCTIONS

EMPLOYEE EVALUATION

Purpose

The Employee Evaluation is intended to provide consistent feedback regarding an employee's performance, identify areas for development, and establish goals for continued growth. Supervisors should complete the evaluation fairly, objectively, and based on the employee's job responsibilities and performance during the evaluation period.

1. Performance Evaluation – Supervisor

Rate the employee in each of the performance areas using the following scale:

- 1 – Poor:** Performance does not meet expectations and significant improvement is needed.
- 2 – Below Average:** Performance partially meets expectations, but improvement is needed.
- 3 – Average:** Performance consistently meets normal job expectations.
- 4 – Above Average:** Performance regularly exceeds normal job expectations.
- 5 – Excellent:** Performance consistently exceeds expectations.

Supervisors should:

- Consider the employee's overall performance during the evaluation period.
- Base ratings on specific work performance and job responsibilities.
- Be consistent and objective.
- Consider examples and observations when determining each rating.
- Discuss any areas receiving a rating of 1 or 2 with the employee and identify what improvement is expected. A goal in the next section should be established for these areas.
- Have available documented incidents for poor ratings. i.e., verbal/written counseling, disciplinary actions, etc.
- Employees that receives a 1 or 2 rating should have an additional review at six (6) months.
- New probationary employees need to have evaluations at ninety (90) days, nine (9) months and at one year.

2. Goals / Objectives – Supervisor & Employee

The supervisor and employee should review the goals and objectives established during the previous evaluation period before establishing new goals.

Previous Goals:

- Review each goal from the previous evaluation.
- Mark the goal as **Met, Partially Met, or Not Met.**
- Discuss the employee's progress and any accomplishments related to the goal.
- If a goal was not met, determine the reason and discuss what additional support, training, resources, or time may be needed.
- If the goal is still relevant, it may be carried forward into the next evaluation period with updated expectations or a new target date.
- If the goal is no longer applicable, document the reason and establish a new goal if appropriate.

The supervisor and employee should then work together to establish and review goals and objectives for the upcoming evaluation period. These goals need to be reviewed and approved by senior management before implementation.

Goals should:

- Relate to the employee's position and responsibilities.
- Be clear and achievable.
- Identify areas where the employee can improve, develop skills, or take on additional responsibilities.
- Be reviewed during the evaluation discussion.

Use the **Status / Comments** section to document progress, accomplishments, or areas that still need attention.

3. Growth Plan – Supervisor & Employee

The Growth Plan is intended to identify training and development completed or needed by the employee.

Supervisors and employees should discuss training opportunities that will help the employee improve job knowledge, skills, or performance.

Identify target date(s) to determine status of growth plan.

4. Continuing Education – 6 Hours

The evaluation includes a requirement to document **at least 6 hours of continuing education.**

The supervisor and employee should:

- Identify classes, courses, or training completed during the evaluation period.
- Record the training and number of hours on the evaluation.
- Attach certificates, completion records, and/or sign-in sheets when available.

- Discuss additional training that may be needed or beneficial.

5. Defensive Driving

The evaluation includes a Defensive Driving Course requirement.

- Mark **Yes** if the employee has completed the required course.
- Mark **No** if the employee has not completed the course.
- Record the date the course was taken.
- Defensive Driving must be completed **every 4 years**.

If you are unsure whether an employee is current on this requirement, contact Human Resources.

6. Employee Comments

The employee should be given an opportunity to provide comments regarding their evaluation, goals, training, or overall experience.

Supervisors should allow the employee time to review the evaluation and provide feedback before obtaining signatures.

7. Signatures

Both the employee and manager should sign and date the completed evaluation.

The employee's signature confirms that the evaluation was reviewed with them. It does not necessarily indicate that the employee agrees with every rating or comment.

Important Reminders for Supervisors

- Do not wait for the evaluation to address significant performance issues.
 - Discuss performance concerns and expectations with the employee throughout the year.
 - The evaluation process should not replace in-the-moment progressive discipline.
- Complete evaluations honestly, fairly, and consistently.
- Focus on job performance, not personality or personal opinions.
- Provide specific examples when discussing performance concerns.
- Contact Human Resources if you have questions about an employee's performance, evaluation rating, dates, or training

Note: Human Resources, Senior management or City Manager should review all evaluations to ensure they are fairly administered across all departments. Every department has stars, but every employee probably isn't a star. This is to ensure consistency.



CITY OF T OR C

TIME AND ATTENDANCE

INTERNAL POLICY & PROCEDURE

1. Policy Overview

1.1 Purpose

The purpose of this time and attendance internal policy and procedure is to minimize timesheet issues by ensuring all employees and supervisors accurately enter, review, and approve time and attendance.

1.2 Scope

Each employee is responsible for submitting time entries and leave requests on time for final approval in accordance with the guidelines below.

1.3 Policy Statement

All time entries and leave requests must be submitted accurately into the Tyler ESS system and approved by the manager or supervisor for payroll processing.

1.4 Roles and Responsibilities

The employee is responsible for their time. They must review and submit their timesheets by end of day on Friday, the last day of the pay period.

The manager or supervisor is responsible for ensuring that the timesheets in their department are accurate. This requires thorough review and approval of the timesheets by 10 AM on Monday during the payroll week. If any corrections are needed, they must be made as soon as possible. Once the corrections are complete, please notify HR and Payroll. The electronic approval from the manager or supervisor is the official sign-off for employee timesheets.

2. Standard Operating Procedure

2.1 Prerequisites & Resources

- All employees must have access to the Tyler ESS portal for time entries and leave requests.
 - If you are a manager or a supervisor, you must have access to your department timesheets for approval.
- All new hires must receive training from Payroll or HR.
 - Additional training is available upon request or as necessary.
- The Time and Attendance guide is available to ensure accurate timesheets.
- For further guidance, please reach out to the HR and Payroll departments.
Human Resources: humanresources@torcnm.gov , or call (575) 740-7556
Finance Specialist: kgomez@torcnm.gov, or call (575) 740-7597

2.2 Step- by- Step Execution

Step 1: Time Entry Submissions

All employees must submit their time sheets by end of day on Friday, the last day of the pay period. Meeting this deadline gives your department head sufficient time to review and approve your timesheet. Please avoid waiting until the last minute to submit your hours. You can log your time entries immediately after work and review them daily or weekly.

To record your hours for the pay period:

1. Log in to the Tyler Technologies Employee Self Service (ESS) portal.
2. On the main dashboard, navigate to the **Time Entries** tab, then **Quick Time Entry**.
3. Verify that your position and default regular working activity are correct.
4. Select the appropriate time activity code (e.g., Regular Pay, Overtime) and enter hours worked for each day. If you work multiple time activities in a week, use the plus (+) sign to add additional rows.
(*For departments that use paper time sheets, entries must be entered correctly into the system. The department head and employee must ensure timesheet accuracy.)
5. Review your daily running totals to ensure they do not exceed a full standard workday. Click on **Show Submitted Time/Leave** to review any previously approved time off (e.g., vacation or sick leave).
6. When the work week is complete, select **Show Next Week** to fill out the remainder of the pay period.
7. Review hours entered, then click **Save and Submit** to route the timesheet to your manager for approval.

Step 2: Leave Request Submissions

To request time off (e.g., vacation, sick leave):

1. On the main dashboard, navigate to the **Leave Requests** tab. Click on **Leave Request Entry**.
2. Select the type of leave (e.g., Vacation, Sick Leave).
3. Select the date(s) of the request on the calendar.
4. Verify the requested day. Enter the number of hours you want to request.
5. Verify your details, add a description, and click **Submit** to route it to your manager for approval.

Standard Holiday Leave Request

1. On the main dashboard, navigate to the **Leave Requests** tab, then **Leave Request Entry**.
2. Select the appropriate holiday time activity (e.g., Holiday-Hourly, Holiday Half-Day)
3. Select the Commission-approved date(s) on the calendar.
4. Verify the selected day. Enter the number of hours allotted for the specific holiday, add a description, and click **Submit** to route the request to your manager for approval.

Please note:

- Holiday hours are Commission-approved for the calendar year and must be submitted according to the allotted times to your manager for approval.
- Do not use vacation or other leave types, as this will decrease your earned time.

****For assistance, contact your payroll or HR administrator for any issues or questions.****

Step 3: The Review and Approval Process

The Review Process

An employee must review and submit their time sheets by end of day on Friday, the last day of the pay period. To ensure accuracy, avoid reviewing and submitting timesheets at the last minute. Instead, review them daily or weekly.

To minimize errors, please check your time sheets for the following:

- **Is your timesheet complete?**
 - Are all hours worked submitted properly (e.g., Regular, Standby, OT)?
 - Did you submit holiday, admin, vacation, or sick time, if applicable?
 - Please keep track of your balances. Manage your vacation time to ensure you can continue to accrue hours.
 - Admin requests (e.g., bereavement, military leave, jury duty) must be submitted to your supervisor or manager for approval.

Please note:

- **Leave requests** must be submitted at least 7 days in advance.
- **Vacation time** is capped at **240 hours**. Once the maximum is reached, the accrual is capped until the balance is reduced.
- **Comp Time** is capped at **40 hours** and must be utilized before vacation and sick leave.
- **Leave Without Pay (LWOP)** requests must be submitted to your supervisor or manager if you have an emergency but your vacation *and* sick leave hours are depleted.

The Approval Process

After an employee submits their time, department heads must review, adjust, and approve the time sheets by Monday at 10 AM of payroll week to ensure a timely process. Avoid reviewing timesheets at the last minute; instead, review them weekly.

To minimize errors, please check your timesheets for the following:

- **Check for missing hours:**
 - Did everyone submit a timecard?
 - Are there any hours missing?
 - Did anyone work overtime?
 - Did everyone submit holiday, if applicable?
- **Validate time-off requests:**
 - Are all leave requests properly categorized (e.g., vacation, sick, holiday)?
 - Are there enough hours available for submitted leave requests?
 - If not, has a Leave Without Pay (LWOP) request been submitted?
 - Admin requests (e.g., bereavement, military leave, jury duty) must be submitted timely to your supervisor.
 - If you have questions regarding LWOP or Admin requests contact HR for more information.
- **Audit total hours:**
 - Are stand-by, emergency call-out, or overtime hours correct?
 - Do time sheets meet the minimum PERA hour requirements?
 - Full-time employees must have 80 PERA hrs.
 - Police Officers must have 84 PERA hrs.
 - Part-time (w/Benefits) employees must have at least 40 PERA hrs.
 - Seasonal and part-time (w/no benefits) employee hours may vary.

3. Compliance

The electronic approval from the manager or supervisor is the official sign-off for employee timesheets. It is the responsibility of the supervisor and manager to ensure time sheet accuracy.

3.1 Non-Compliance

4. Definitions and Examples

Admin Time - *Must be approved by the City Manager.*

- Time away from work is either paid or unpaid.
- **Example:** *Bereavement, Jury Duty, Investigations, Inclement Weather, Unforeseen circumstances, etc.*

Birthday - Also known as a *personal holiday*.

- To qualify for the benefit during your birthday month, you must have been employed for at least one year as a full-time or part-time (w/benefits). It should be used in a single instance and before the end of the calendar year.
- **Example:** *A full-time employee's start date is 2/10/26. His birthday is on 2/20. The employee will not earn birthday hours until they have been employed for one year.*

Compensatory (Comp) Time @ 1.0 or 1.5 rate

***Comp Time Taken**

- Used in rare circumstances in which the overtime (OT) budget is not available and entered at a 1.0 or 1.5 rate based on hours worked. This is limited to a maximum of 40 hours and must be used immediately. After 40 hours of work, any additional hours will be considered overtime (OT).
- **Example:** *An employee works a standard 40-hour workweek plus 4 extra hours at a 1.5x rate. The employee can add 6 hours of comp time (4 hours x 1.5 = 6 hours) to their paid time off bank and use later.*

Flex Time

- Time accumulated outside of regular working hours one day and used on another day within the same week.
- **Example:** *A full-time employee normally works 5/8 hours a day (40 hours) and needs to take a day off. The employee might work 4/10 hours in that week. Total hours worked for the week remains at 40 hours.*

Holiday - Hourly

- Holidays passed, adopted, and approved by the Board for the calendar year. If you are a part-time (w/benefits) employee, you will receive 4 hours. If you are a full-time employee, you will receive 8 hours.
- **Example:** *A full-time employee receives 8 hours of holiday pay, regardless of their schedule for that day.*

Holiday Half-Day

- Holidays passed, adopted, and approved by the Board for the calendar year. If you are a part-time (w/benefits) employee, you will receive 2 hours. If you are a full-time employee, you will receive 4 hours.
- **Example:** *A full-time employee receives 4 hours of holiday pay, regardless of their schedule for that day.*

Leave without Pay (LWOP) – *Must be approved by the City Manager.*

- Time off that is not paid. Must only be used when all other leave has been exhausted.
- **Example:** *An employee has an emergency but has used up all their vacation and sick leave hours. The employee will need to submit a LWOP request.*

Overtime (OT)

- Additional hours worked beyond 40 in a week. These hours are paid at 1.5 times the employee's normal rate.
Exception: Police officers qualify for OT after 86 hours in a pay period.
- **Example:** *An employee works a total of 45 hours in a week. Their paycheck will include 40 hours of regular pay and 5 hours of overtime pay, compensated at 1.5 times the employee's normal rate.*

Public Employees Retirement Association (PERA) Hours

- Pertains to Full-Time and Part-Time (with benefits) employees regularly scheduled hours. These are the hours counted towards your retirement each pay period.
- Total hours will vary depending on your employment status.

PERA Hours Per Pay Period:

Full-time employees must have 80 PERA hrs.

Police Officers must have 84 PERA hrs.

Part-time (w/Benefits) employees must have at least 40 hrs.

Exception: Seasonal and part-time (no-benefits) employees.

- **Example:** *PERA hours include Regular, Part-Time w/benefits, Vacation, Sick, Comp Time Taken, PD Night Shift, Birthday, Holiday, Holiday-Half Day, Admin time, etc.*

PD Night Shift – For Police Department Only

Sick Leave

- Paid time off to address an employee's own needs or those of an immediate family member.
- **Example:** *Illness, injury, pre-arranged medical or dental exams, therapy, etc.*

Stand By Time

- Time paid to an employee on their day off when they are required to be available to respond to calls. A maximum of 8 hours within a seven-day work week. No employee shall be placed on Stand-by for more than a week at a time.
- **Example:** *An employee is called to stay available on Saturday- their day off.*

Straight Overtime (Straight OT or ST OT)

- When **worked** hours do not reach 40 for the week
- **Example:** *A full-time employee is scheduled to work for 32 hours. There is an 8-hour holiday in the pay period for a total of 40 PERA hours, but only 32 hours are **worked**. If the employee came in and worked that holiday, the additional time will be entered as Straight OT.*

Vacation Leave – Also known as *Annual Leave*.

- Paid time off. Requests must be made 7 days in advance. **There is an accrual limitation of 240 hours.** If you reach the limit, you will stop accruing until that balance is brought back down under the limit.
- **Example:** *Vacation, rest, personal matters, etc.*