

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoeppe
Commissioner*

*Gary Whitehead
City Manager*

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, OCTOBER 22, 2025; TO START AT 4:00 P.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. COMMISSION COMMENTS

6. STAFF COMMENTS

C. CONSENT CALENDAR

1. 1st Quarter Subrecipient Reports
2. Purchase report of items between \$20,000 and \$60,000

D. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Public hearing and final Adoption of Ordinance No. 772 G.O. Bond. Chris Muirhead and Mark Valenzuela

E. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 20 25/26 Budget Adjustment Request. City Manager Whitehead
2. Discussion/Action: Resolution No. 21 25/26 Sale of Surplus Property to be sold at the November 22, 2025, Willard Hall Auction. City Clerk Torres

F. NEW BUSINESS

1. Discussion/Action: Memorandum of Understanding between the City of Truth or Consequences and the Village of Williamsburg for road maintenance. City Manager Whitehead
2. Discussion/Action: NM Capital Outlay Grant Agreement A25-J2035 Aging and Long Term Services Department. Assistant City Manager Alvarez
3. Discussion/Action: Approval of Purchase Requisitions over \$60,000. Assistant City Manager Alvarez
 - a. ITB #2025-09-007 Shovel Ready Project 1-Notice of Award- J & H Services Inc.

G. 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 NOVEMBER 19, 2025 at 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 22, 2025

Agenda Item #: C.1

SUBJECT: Subrecipient FY 24/25 1st Quarter Reports

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 17, 2025

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Contract requires that recipients of Subrecipient funding submit a quarterly report to the City by the 15th of the month following the quarter.

Recommendation:

Accept the 1st Quarter Reports

Attachments:

- Checklist
- Reports

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. 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 10-22-25

SUBRECIPIENT QUARTERLY REPORTS
FISCAL YEAR: 2025-26

Reports are due by the 15th of the month following the quarter.

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
(SUBRECIPIENT FUNDS)									
Companion Animal Action Team/CAAT Majie Powey 740-0421	\$1,500.00								
Domestic Abuse Intervention Center Blanca Chavez 894-3557	\$3,500.00	x							
Matthew 25 Food Pantry laura Ploushe (480) 267-3535	\$10,000.00	x							
SJOA / Sierra Joint Office on Aging Lisa Mattingly 894-6641	\$25,000.00	x							
The Club of Sierra County Charis Baxter 505-446-0032	\$10,000.00	x							
GENERAL FUND									
Geronimo Springs Museum Merry Jo Fahl 575-740-7723	\$6,500.00	x							
Geronimo Trail Scenic Byway Gina Kelley 894-2255	\$31,000.00	x							
MainStreet Truth or Consequences Becca Eza (575) 208-4093	\$85,000.00	x							

1st Quarter: JUL, AUG, SEP

2nd Quarter: OCT, NOV, DEC

3rd Quarter: JAN, FEB, MAR

4th Quarter: APR, MAY, JUN

Take to Commission 2nd meeting in October

Take to Commission 2nd meeting in January

Take to Commission 2nd meeting in April

Take to Commission 2nd meeting in July

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: Domestic Abuse Intervention Center

*(Report is due by the
15th of the month
following the QTR.)*

ALLOCATION: \$3500.00

(FY Allotment)

\$875.00

(Quarterly Draw)

QUARTER: 1st

(1st/2nd/3rd/4th)

SUBMITTED BY: Blanca Chavez

Print Name

Signature

(Please detail the progress made in providing the services each quarter.)

Statistical Information:	Years	Victimization	Referral		
Female-13	Anglo- 20	18-21- 2	Emotional - 35	Police-3	Sherriff-
Male- 24	Hispanic-12	22-40- 24	Physical- 19	Hospital-	Self Referral-6
	Other- 5	41-59- 6	Sexual- 1	Courts-	Friends-1
		60-74- 5	Stalking-	Family-	Other-27
		Unknown-	Unknown-	CYFD-	

Type of Contact: _____ Volunteer Hours: Total -1696

Orders of Protection - 7 _____ Cell Phone - 1696

Individual Support Sessions - _____ Administrative -

Group - 242 _____ Crisis-

Victim Advocacy -38.5 _____ Office-

Crisis Intervention- _____ Direct Client Contact (Crisis)

Shelter - _____

Food- 6 _____

CCR -11.5 _____

Case Management - 117.5 _____

DVOTI Individual Sessions- 3.5 _____

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: Matthew 25 Food Pantry, Inc

ALLOCATION: \$ 10,000
(FY Allotment)

\$ 2,500
(Quarterly Draw)

(Report is due by the 15th of the month following the QTR.)

QUARTER: 1st
(1st/2nd/3rd/4th)

SUBMITTED BY: Laura Ploughe
Print Name

Laura Ploughe
Signature

(Please detail the progress made in providing the services each quarter.)

Compliance

Matthew 25 Food Pantry, a 501(c)3, graciously appreciates the grant award from the City for the direct services we provide to benefit the community through our weekly free food distribution AND our monthly mobile food distribution done in cooperation with Sierra Vista Hospital. Our mission is to serve the community without discrimination based on age, race, color, sex, religion, national origin, disability, or sexual orientation. Our commitment to the City is to maintain complete and accurate records of our performance and this Quarterly Report (Q1) is being submitted to the City for public record of such compliance.

This City grant assists in our ability to indirectly promote the City in the services we provide. We provide these services with a working team of all volunteers (approximately 15) and are governed by a volunteer Board of Directors. The Board Officers include a President, a Secretary/Treasurer, and Directors who have signatory and fiscal authority. We maintain an active Non-Profit good standing with the Office of the Secretary of State (SOS), the Internal Revenue Service (IRS), and the New Mexico Office of the Attorney General (AG).

Through the volunteers at Matthew 25 we work hard to operate under the highest standards and promote transparency. Not only do we open our statistics and our finances to the public, but proudly provide food safety compliance, guidelines, and our standards of conduct as we serve others.

2025/2026 Funding Purpose/Financial Performance

Matthew 25 is not affiliated with any religious organization unlike other food pantries in the community. Matthew 25 relies on grants and monetary donations as well as contributions from business-to-business (B2B) from local retailers to cover all of our operating costs and be able to provide services back to others in need. Current awarded grants total \$14,500 which includes the City grant of \$10,000, the County grant of \$2,500, and a grant award from a corporate business of \$2,000. These grants cover just under one half of our fixed costs of \$19,700 which averages 44% of total budget while monetary contributions are projected at 52%, and B2B programs round out at an average 4%. Current Quarter 1 (Q1) actuals show funding from all sources are near target at 22% to 31% of projected line item budgets. A one-time transfer-in of \$15,000 from an investment reserve was planned in June 2025 and accrued into the FY25/26 for a July purchase of all new commercial refrigerator/freezer appliances. Although this is in the budget, it is not included in the percentage break out of revenue sources.

Our budgeted rent and utilities make up 67% in fixed costs while insurance is 6%, totaling 73% of our budget. Food costs are 18% of budget this year, up again for the last two years, due to the need to purchase meat to supplement the scarce availability from Roadrunner Food Bank. Major operating expenditures were done to upgrade electric in June, to accommodate a one-time major capital expenditure for appliances which are not included in the percentage break out of the expense totals, only in the gross and net dollar columns.

Matthew 25 strives to maintain a near zero balance budget and have used surplus funds from previous years this year for needed electrical upgrades, as well as transfers of some funds from investment reserves for major capital expenditures used this year as well for appliances. A transfer out of this years' budget is projected for late Q4 of \$5,000 to replace some of the reserves we used.

Appendix A provides our current Matthew 25 Budget/Actual Summary for to-date income and expenses.

Appendix B provides our detailed financial balance sheet for to-date Actuals to Budget with Net and percentages.

Scope of Work/CommunityBenefit Performance

Matthew 25 continues to see an increase in the numbers of individuals we distribute food to weekly. In the last 3 months, Matthew 25 has fed 1,261 households totaling over 2,359 people. Seniors account for our highest percentage of food insecure and average almost 50% of those who participate. This equates to almost 390 Seniors per week who receive free food, receiving 40-50 pounds per visit. While August was one of the lowest amount of people served this quarter, the two year trend still continues to show an increase of those who participate to receive free food.

Matthew 25 is pleased to remain a staple in the Downtown corridor. As a tenant at 405 Austin, we have executed a multi-year lease through June 2028 and hope that we will have the foresight and capital to eventually obtain a location within the center of town to continue our good stewardship and local convenience to serve our community thereafter.

Matthew 25 expanded our services with a mobile food distribution once a month in the Sierra Vista Hospital by partnering with the hospital and their staff. Although there has been a decrease of participants, this change serves to provide nutritional options as well as awareness of healthy lifestyles by bringing more people into the lobby where flyers for health care options are on display.

Appendixes C, D, E and F participant statistics in detail, and in a trend chart for both Matthew 25 and Matthew 25 Mobile at Sierra Vista Hospital

Matthew 25 strives to serve in our community while always remaining diligent in best practices and not burdening limited resources and provide this report as proof of our performance as a benefit to the community.

SUBMITTED BY: Laura Ploughe /Phone: (480) 267-3535 SIGNATURE/INITIALS LP
(Typed Name)

APPENDIX A

Matthew 25 FY2025/2026 Budget Summary

	2025/2026	current Actuals % of budget	% of total	2025/2026	
	Actuals			Beginning Budget	
<u>Beginning Balance</u>					
xfer in	\$15,000.00	100%		\$15,000.00	
<u>Revenue</u>					
Contributions	\$3,775.00	22%	52%	\$17,000.00	[1]
Grant Income	\$4,514.59	31%	44%	\$14,500.00	[2]
Bullock's/Other B2B	\$322.48	27%	4%	\$1,200.00	[3]
Reimbursements	\$0.00		0%		
Miscellaneous	\$0.00	0%	0%	\$100.00	[4]
Current Year Rev Total	\$8,612.07			\$32,800.00	
TOTAL REVENUES	\$23,612.07			\$47,800.00	
<u>Expense</u>					
Food	\$790.56	16%	18%	\$4,800.00	
Rent	\$1,800.00	25%	27%	\$7,200.00	
Utilities	\$3,604.99	33%	41%	\$11,000.00	
Insurance	\$1,454.00	97%	6%	\$1,500.00	
Professional Services/Equipment (Appliances, Pest cntrl, cleaners, facilities, ads)	\$732.45	37%	7%	\$2,000.00	
Reimbursements	\$0.00	0%	0.6%	\$150.00	
Miscellaneous	\$101.97	20%	2%	\$500.00	[6]
	\$8,483.97			\$27,150.00	
Major Capital Expense				\$15,000.00	[5]
xfer to Invest	\$0.00	0%		\$5,000.00	[7]
Expense Total	\$8,483.97			\$47,150.00	
Net Income	\$15,128.10			\$650.00	

NOTES:

- [1] Average of past several years
- [2] Increase due to new amount approved from the TorC Subrecipient Grant award (\$10,000 TorC+\$2,500 Sierra+\$2,000 Other)
- [3] Increase do to the Bullocks and other Business owners now categorized together as B2B
- [4] We always have some miscellaneous revenues we can't classify
- [5] New major capital appliance purchases using xfer in,
- [6] We always have some miscellaneous expenses we can't classify
- [7] Transfer into our investment account as a reserve for future building improvements

APPENDIX B

Matthew 25 Food Pantry 2025-2026 Detailed Balance Sheet														current Actuals % of budget	2025/2026	2025/2026	2025/2026		2024/2025
															Actuals	Monthly Avg	Current Year Budget	% of BUDGET TOTAL	Previous Year Actuals
															\$15,000.00		\$15,000.00		
															\$3,775.00	\$1,258.33	\$17,000.00	52%	\$17,393.86
															\$4,514.59	\$1,504.86	\$14,500.00	44%	\$11,987.62
															\$322.48	\$26.87	\$1,200.00	4%	\$1,578.55
															\$0.00	\$0.00			\$0.00
															\$0.00	\$0.00	\$100.00		\$19.99
															\$23,612.07	\$2,790.07	\$32,800.00		\$30,980.02
																	\$47,800.00		
															\$790.56	\$65.88	\$4,800.00	18%	\$1,634.16
															\$1,800.00	\$150.00	\$7,200.00	27%	\$7,200.00
															\$3,604.99	\$300.42	\$11,000.00	41%	\$10,231.82
															\$1,454.00	\$121.17	\$1,500.00	6%	\$1,454.00
															\$6,859		\$19,700		\$18,886
															\$732.45	\$61.04	\$2,000.00	7%	\$7,359.58
															\$0.00	\$0.00	\$150.00	1%	\$0.00
															\$101.97		\$500.00	2%	\$598.00
															\$14,851.84		\$15,000.00		
															\$0.00		\$5,000.00		\$0.00
															\$23,335.81		\$27,150.00		\$28,477.56
																	\$47,150.00		
															\$276.26		\$650.00		\$2,502.46

APPENDIX C

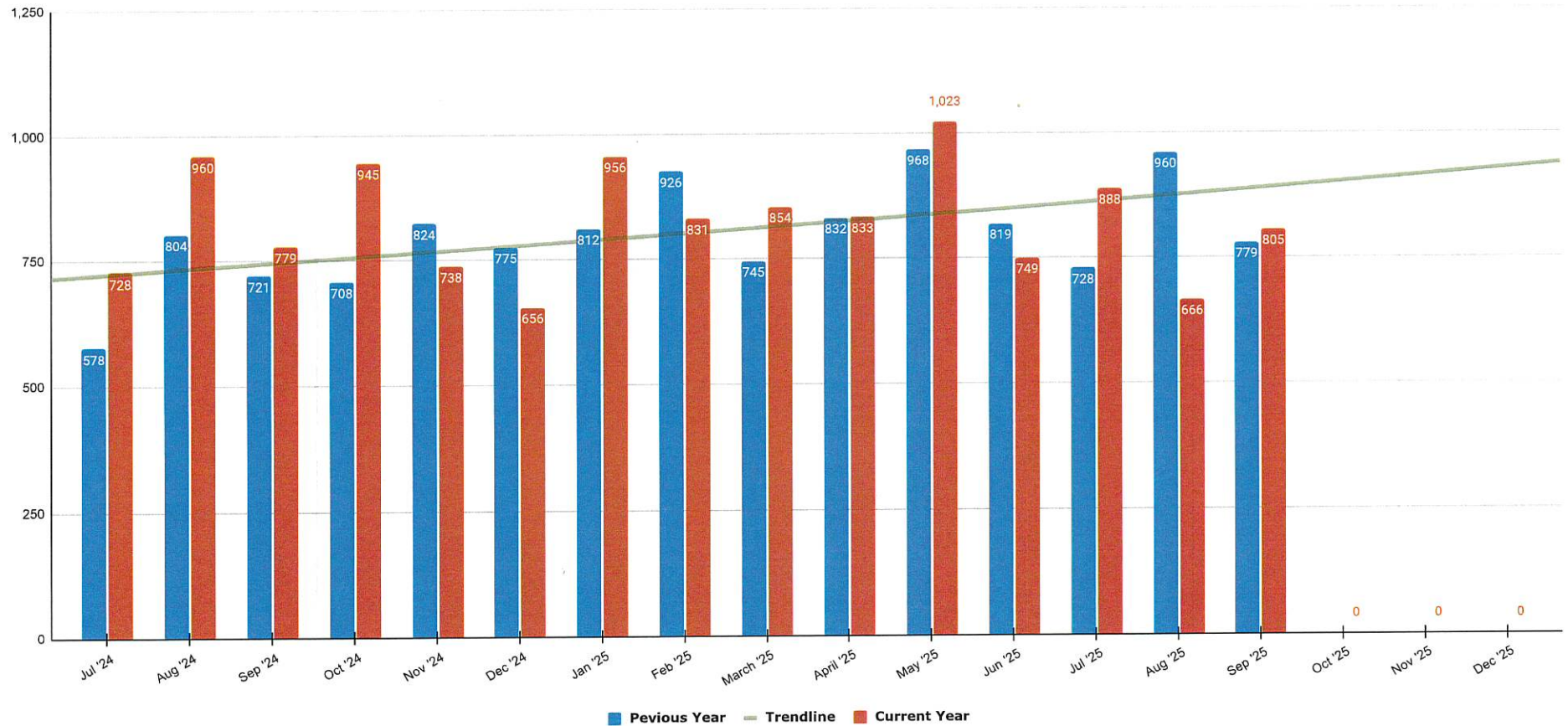
FY 2024 and 2025 (2 Year)

Matthew 25 Household participation statistics

Matthew 25 Participant Household Summary										Matthew 25 Participant Household Detailed Breakdown												
Fiscal Year July - June							Actual		% of total		Actual		% of total		Actual		% of total		Avg People		Avg Households	
		Previous Fiscal Year People Statistics	Current Fiscal Year People Statistics	% increase/decrease annual	% increase/decrease monthly	Households																
FY 24	Jul '24	578	728	25.95%	-	382	96	350	48.1%	226	31.0%	38	5.2%	114	15.7%	Qtr 1	Annual	Annual				
FY 24	Aug '24	804	960	19.40%	31.9%	499	125	438	45.6%	332	34.6%	42	4.4%	148	15.4%							
FY 24	Sep '24	721	779	8.04%	-18.9%	418	105	392	50.3%	254	32.6%	32	4.1%	101	13.0%	822						
FY 24	Oct '24	708	945	33.47%	21.3%	496	124	453	47.9%	313	33.1%	32	3.4%	157	16.6%	Qtr 2						
FY 24	Nov '24	824	738	-10.44%	-21.9%	390	98	337	45.7%	251	34.0%	26	3.5%	124	16.8%		Annual	Annual				
FY 24	Dec '24	775	656	-15.35%	-11.1%	338	85	312	47.6%	206	31.4%	35	5.3%	103	15.7%	780						
FY 24	Jan '25	812	956	17.73%	45.7%	502	100	436	45.6%	326	34.1%	53	5.5%	141	14.7%	Qtr 3						
FY 24	Feb '25	926	831	-10.26%	-13.1%	452	113	389	46.8%	285	34.3%	32	3.9%	125	15.0%	880						
FY 24	March '25	745	854	14.63%	2.8%	448	112	398	46.6%	283	33.1%	36	4.2%	137	16.0%		Annual	Annual				
FY 24	April '25	832	833	0.12%	-2.5%	457	114	410	49.2%	268	32.2%	28	3.4%	127	15.2%	Qtr 4						
FY 24	May '25	968	1,023	5.68%	22.8%	554	111	497	48.6%	326	31.9%	37	3.6%	163	15.9%							
FY 24	Jun '25	819	749	-8.55%	-26.8%	412	103	386	51.5%	255	34.0%	32	4.3%	76	10.1%	868			838	446		
FY 25	Jul '25	728	888	21.98%	18.6%	467	93	452	50.9%	290	32.7%	15	1.7%	131	14.8%	Qtr 1	Annual	Annual				
FY 25	Aug '25	960	666	-30.6%	-25.0%	383	96	342	51.4%	232	34.8%	13	2.0%	79	11.9%							
FY 25	Sep '25	779	805	3.3%	20.9%	411	103	378	47.0%	286	35.5%	10	1.2%	131	16.3%	786						
FY 25	Oct '25		0				0									Qtr 2						
FY 25	Nov '25		0				0									0	Annual	Annual				
FY 25	Dec '25		0				0															
FY 25	Jan '25		0				0									Qtr 3						
FY 25	Feb '25		0				0									0						
FY 25	March '25		0				0										Annual	Annual				
FY 25	April '25		0				0									Qtr 3						
FY 25	May '25		0				0															
FY 25	Jun '25		0				0									0			197			
Previous Year Totals		9,512	10,052			5,348		4,798		3,325		423		1,516								
Current Year Totals		2,467	2,359			1,261		1,172		808		38		341								

APPENDIX D

Matthew 25 Food Pantry - People Served by Month



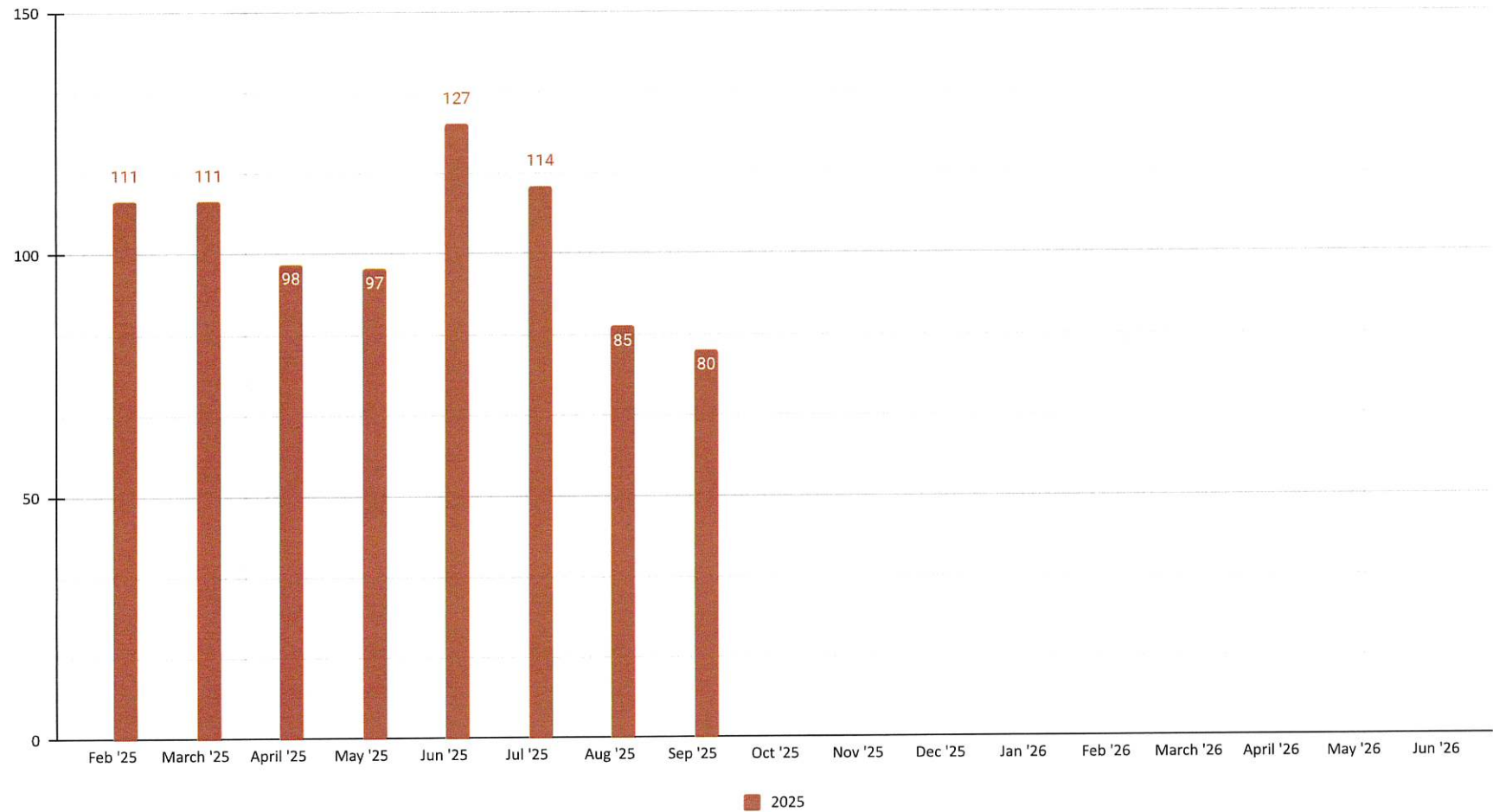
APPENDIX E

Matthew 25 Mobile Pantry @ SVH Household participation statistics

Matthew 25 Mobile Pantry @ SVH Participant Household Summary						Matthew 25 Participant Household Detailed Breakdown											
Fiscal Year July - June		Previous Year People Statistics	People	% increase/ decrease annual	% increase/ decrease monthly	Households	Actual	% of total	Actual	% of total	Actual	% of total	Actual	% of total			Avg Households
							Seniors		Adults		Children under 5		Children 5-18		Avg People	Annual Avg	
						0	0	43.2%	47	42.3%	1	0.9%	15	13.5%	Qtr 3		
FY 25	Feb '25		111			61	48	43.2%	47	42.3%	1	0.9%	15	13.5%	111		
FY 25	March '25		111		0.0%	58	43	38.7%	48	43.2%	0	0.0%	20	18.0%	Qtr 4		
FY 25	April '25		98		-11.7%	52	55	56.1%	33	33.7%	2	2.0%	8	8.2%	107	109	
FY 25	May '25		97		-1.0%	55	56	57.7%	34	35.1%	0	0.0%	7	7.2%			49
FY 25	Jun '25		127		30.9%	68	64	50.4%	41	32.3%	3	2.4%	19	15.0%	Qtr 1		
FY 25	Jul '25		114		-10.2%	57	48	37.8%	45	35.4%	10	7.9%	11	8.7%	93		
FY 25	Aug '25		85		-25.4%	41	38	29.9%	30	23.6%	3	2.4%	14	11.0%	Qtr 2		
FY 25	Sep '25		80		-5.9%	45	41	32.3%	24	18.9%	1	0.8%	14	11.0%	Qtr 3		
FY 25	Oct '25																
FY 25	Nov '25																
FY 25	Dec '25																
FY 26	Jan '26																
FY 26	Feb '26																
FY 26	March '26																
FY 26	April '26																
FY 26	May '26																
FY 26	Jun '26																
FY2024 Totals			544			294	266		203		6		69				
FY2025 Totals			279			143	127		99		14		39			93	48
Increase/decrease																	

APPENDIX F

Matthew 25 Mobile Pantry @ SVH - People Served by Month



SUBRECIPIENT QUARTERLY REPORT
FY: 2025/2026

ORGANIZATION: Sierra Joint Office on Aging

(Report is due by the
15th of the month
following the QTR.)

ALLOCATION: \$25,000
(FY Allotment)

\$6,250
(Quarterly Draw)

QUARTER: 1st Qtr.
(1st/2nd/3rd/4th)

SUBMITTED BY: Lisa Mattingly
Print Name


Signature

Please confine on one page "narrative" for each quarter.

We provided the following service units in the current quarter through 9/30/2025:

- 8,180 Congregate meals in the dining room
- 10,103 Meals delivered to Homebound seniors
- 2,270 Transportation
- 148 rides for Assisted Transportation
- 2,634.25 hrs. Homemaking services provided
- 288.75 hours provided for Respite

We are still working to acquire a new wheelchair van with a higher lift capacity; We are working on replacing compressor units for our walk-in refrigerator/freezers to be purchased through capital outlay funds. We would like to thank the City Manager and Assistant City Manager for all their help making these capital outlay projects a success.

Total Expenses for the Period:

- \$68,715.96 Congregate meals in the dining room
- \$97,849.31 Meals delivered to Homebound seniors
- \$37,553.80 Transportation
- \$ 3,048.08 Assisted Transportation
- \$85,465.65 Homemaking Services
- \$ 8,651.23 provided for Respite

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: The Club

(Report is due by the
15th of the month
following the QTR.)

ALLOCATION: \$10,000

(FY Allotment)

\$2,500

(Quarterly Draw)

QUARTER: 1st

(1st/2nd/3rd/4th)

SUBMITTED BY: Charis Baxter

Print Name



Signature

(Please detail the progress made in providing the services each quarter.)

Program Overview:

During the first quarter, The Club served **75 unduplicated youth**, providing a safe, enriching environment for middle and high school students in Sierra County. We operated **Monday–Thursday from 3:00–7:00 PM** and **Fridays from 1:00–4:00 PM**, offering consistent after-school programming.

Transportation Access:

To ensure equitable access, we provided transportation for **64 in-school youth**, removing barriers to participation and increasing attendance consistency.

Impact Metrics

Category	Metric
Total Youth Served	75 unduplicated youth
Transportation Provided	64 middle and high school students
Program Hours Delivered	20 hours/week × ~12 weeks = ~240 hours
Youth-Law Enforcement Engagement	22 youth participated in tournament
Community Partnerships Activated	6 law enforcement/security agencies engaged
Volunteer Support	2 TCMS coaches donated time and expertise
Team-Building Outcomes	3 youth-led teams placed in tournament

Community Engagement Highlight – Cops & Kids Basketball Tournament

To foster trust and mentorship between youth and law enforcement, The Club hosted a **Cops & Kids Basketball Tournament**. This event created meaningful connections and showcased teamwork, sportsmanship, and leadership.

Participating Officers:

- Investigator Zach Zavala – Sierra County Sheriff's Office
- Investigator Jose Marin – Sierra County Sheriff's Office
- Deputy Jaffee Blomquist – Sierra County Sheriff's Office
- Detention Officer Nicholas McIlarath – Sierra County Detention
- Security Officer Matthew Sokolow – Sierra Vista Hospital
- Officer Anton Cesar – U.S. Border Patrol

Tournament Results:

- 🏆 **First Place Team:** Jose Marin (Captain), Brody Lee, Michael Perez, Hannah Rivera
- 🏆 **Second Place Team:** Zach Zavala (Captain), Danielle Fox, Catalya Loera, Xavier Monsibaiz
- 🏆 **Third Place Team:** Matthew Sokolow (Captain), Max Sokolow, Janette Paul, Robert Cambroto

Volunteer Support:

Special thanks to TCMS Coaches Kyle Blacklock and Josh Koch (7th Grade Boys Basketball) for volunteering their time and expertise.

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026



ORGANIZATION: Sierra County Historical Society for Geronimo Springs Museum

ALLOCATION: \$6,500 \$1,720.89 QUARTER: 1st
(FY Allotment) (Quarterly Draw) (1st/2nd/3rd/4th)

SUBMITTED BY: Merry Jo Fahl _____
Print Name Signature

(Please detail the progress made in providing the services each quarter.)

The City of Truth or Consequences approved \$6,500 for the Geronimo Springs Museum which is represented by the Sierra County Historical Society. The funds were to be used to assist with the Museum's monthly utility bills for our buildings located at 205 Main Street and 211 Main Street. We will use the funds to pay for water, sewer, electricity, trash and gas.

The buildings at both of these locations are filled with artifact and information pertaining to the history of Sierra County.



New Mexico
GAS COMPANY*
AN EMERA COMPANY

Billing Date	15-JUL-2025
Due Date	06-AUG-2025
Amount Due	\$33.29
Account Number	044381212-0478466-3



P: 004847 - YNNNNNNN

GERONIMO SPRINGS MUSEUM
211 MAIN ST
T or C NM 87901-2838

1301
RB



*Pol 8-1-2025
CR# 2145
SW*

Page 1 of 2

Bill Date	Account Number	Service Address
15-JUL-2025	044381212 - 0478466 - 3	211 MAIN ST T OR C, NM

Billing Summary

Payments Received Since Last Statement (Thank You)

\$33.29

Current Charges

Gas Service

\$33.29

Total

\$33.29

Total Amount Due

\$33.29

Please pay \$33.29 no later than AUG 06, 2025

Summer Projects

Remember to call 811 at least three business days before you begin any digging project to have underground utility-owned lines marked. It's free and it's the law.

Go Paperless

Add convenience and reduce clutter with paperless billing. You can view and manage your bill online. Visit https://www.nmgco.com/en/go_paperless to sign up.

Customer Guide

A summary of NMGC customers' rights and responsibilities is included in our Customer Service Guide, available free in English and Spanish at any of our business offices or https://www.nmgco.com/en/customer_service_guide

How to Contact us

Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901

Telephone : 888-664-2726

Call Center Hours

Monday - Friday : 7:30 AM - 6:00 PM

Payment Options

Pay by Phone : 1-866-508-9320

Website: www.nmgco.com

Pay Online: www.nmgco.com



Scan to Pay



New Mexico
GAS COMPANY*
AN EMERA COMPANY

Billing Date	13-AUG-2025
Due Date	05-SEP-2025
Amount Due	\$33.59
Account Number	044381212-0478466-3



P: 004808 - YNNNNNNN

GERONIMO SPRINGS MUSEUM
211 MAIN ST
T or C NM 87901-2838

1301
RB



Page 1 of 2

Bill Date	Account Number	Service Address
13-AUG-2025	044381212 - 0478466 - 3	211 MAIN ST T OR C, NM

Billing Summary

Payments Received Since Last Statement (Thank You)

\$33.29

Current Charges

Gas Service

\$33.59

Total

\$33.59

Total Amount Due

\$33.59

Please pay \$33.59 no later than SEP 05, 2025

Pa'd
9-1-2025
CITY 2179

Gas Emergencies

If you smell gas (a rotten egg odor) or suspect a gas leak, don't delay - get away! Call our emergency line anytime day or night at 1-888-664-2726 or call 9-1-1.

More Ways to Pay

New ways to pay are coming in September! Visit https://www.nmgco.com/en/pay_my_bill or call 1-888-664-2726 to learn more.

Help is Available

If you've experienced financial hardship, we can help tailor a payment plan and provide information on payment assistance. Visit www.nmgco.com/en/assistance or call us at 1-888-664-2726.

How to Contact us

Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901

Telephone : 888-664-2726

Call Center Hours

Monday - Friday : 7:30 AM - 6:00 PM

Website: www.nmgco.com

Payment Options

Pay by Phone : 1-866-508-9320

Pay Online: www.nmgco.com



Scan to Pay



New Mexico
GAS COMPANY
AN EMERA COMPANY

Billing Date	12-SEP-2025
Due Date	06-OCT-2025
Amount Due	\$34.01
Account Number	044381212-0478466-3



P: 004746 - YNNNNNNN

GERONIMO SPRINGS MUSEUM
211 MAIN ST
T or C NM 87901-2838

1301
RB



Page 1 of 2

Bill Date	Account Number	Service Address
12-SEP-2025	044381212-0478466-3	211 MAIN ST T OR C, NM

Billing Summary

Payments Received Since Last Statement (Thank You)

\$33.59

Current Charges

Gas Service

\$34.01

Total

\$34.01

Total Amount Due

\$34.01

Please pay \$34.01 no later than OCT 06, 2025

Helping Others

This fall, consider helping those in need by contributing to NMGC's HEAT New Mexico assistance fund. Visit www.nmgco.com/en/HEAT_To_Contribute to learn more.

Gas Emergencies

If you smell a gas-a rotten egg odor, or suspect a gas leak, leave the area immediately! Then, from a safe distance call 1-888-664-2726 or 911.

Paid
9-25-2025
CH 2210
EW

How to Contact us

Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901

Telephone : 888-664-2726

Call Center Hours

Monday - Friday : 7:30 AM - 6:00 PM

Payment Options

Pay by Phone : 1-833-894-1004

Website: www.nmgco.com

Pay Online: www.nmgco.com



Scan to Pay

NEW PAYMENT OPTIONS FOR CUSTOMERS

In mid-September, NMGC will be making payments easier for customers through a new third-party payment processing vendor, Paymentus. The change will provide customers with more payment options.

Through Paymentus, you will be able to pay your natural gas bill in several ways, including:

- PayPal, PayPal Credit, Venmo, Apple Pay and Google Pay digital wallets
- One-time online ACH payments using a checking or savings account
- Credit and debit card payments using American Express, VISA, MasterCard or Discover
- Set-it-and-forget-it autopay and 24-hour interactive voice response payments
- In-person at any one of our 22 walk-in payment centers

Additionally, customers will continue to be able to pay by mail and through Western Union locations.

For more information about your payment options, visit www.nmgco.com/en/pay_my_bill, or call 1-888-664-2726.





TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



HISTORICAL SOCIETY
211 MAIN ST
TRUTH OR CONSEQ, NM 87901

Account Number	AMOUNT DUE
3011-05142-00	\$0.00
Due Date	After Due Date Pay
8/6/2025	PAID BY DRAFT
Billing Date	Penalty Date
7/22/2025	8/7/2025
Service From	Service To
6/17/2025	7/18/2025
Service Address	
211 MAIN ST	

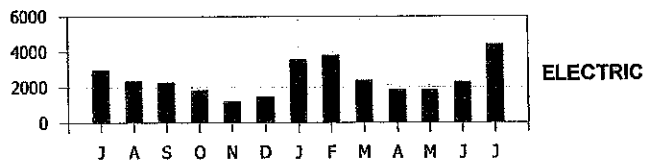
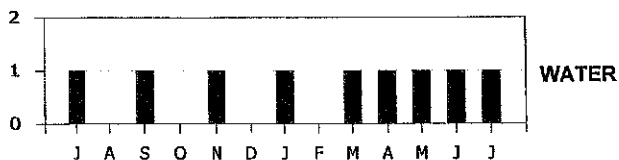
PREVIOUS BALANCE	\$460.00
PAYMENTS	(\$920.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
CREDIT BALANCE	(\$460.00)

	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	6/17/2025	187	7/18/2025	188	1
Elec					
Elec	6/13/2025	91,411	7/21/2025	95,818	4,407
Sew					
Ref					
Ref					

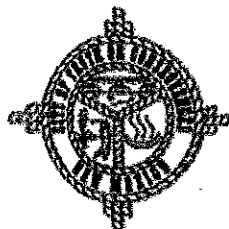
AMP SHORTAGE (\$1,310.49)

WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	273.67
EL TOTAL CHARGE	411.34
SEWER TOTAL CHARGE	19.54
TRASH CHARGE	25.10
TRASH CHARGE	50.22
Tax	\$0.00
AMP Adjustment	(\$338.78)
CURRENT BILL	\$460.00
AMOUNT DUE	\$0.00

PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

Account Number	AMOUNT DUE
3011-05142-00	\$0.00
Due Date	After Due Date Pay
8/6/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
9/5/2025	PAID BY DRAFT
Billing Date	Penalty Date
8/21/2025	9/6/2025
Service From	Service To
7/18/2025	8/15/2025
Service Address	
211 MAIN ST	

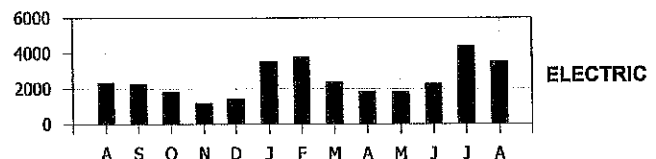
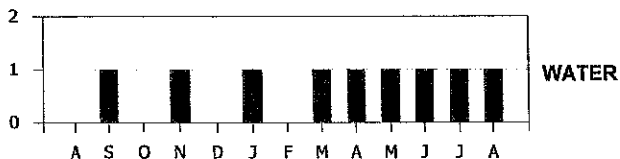
HISTORICAL SOCIETY
211 MAIN ST
TRUTH OR CONSEQ, NM 87901

PREVIOUS BALANCE	\$0.00
PAYMENTS	\$0.00
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

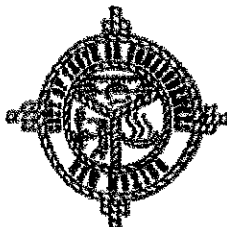
	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	7/18/2025	188	8/15/2025	189	1
Elec					
Elec	7/21/2025	95,818	8/20/2025	99,349	3,531
Sew					
Ref					
Ref					

AMP SHORTAGE (\$1,649.27)

WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	219.28
EL TOTAL CHARGE	333.55
SEWER TOTAL CHARGE	19.54
TRASH CHARGE	25.10
TRASH CHARGE	50.22
Tax	\$0.00
AMP Adjustment	(\$206.60)
CURRENT BILL	\$460.00
AMOUNT DUE	\$460.00
PAID BY DRAFT	



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
9/5/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
10/8/2025	PAID BY DRAFT
Billing Date	Penalty Date
9/23/2025	10/9/2025
Service From	Service To
8/15/2025	9/17/2025
Service Address	
211 MAIN ST	

HISTORICAL SOCIETY
211 MAIN ST
TRUTH OR CONSEQ, NM 87901

PREVIOUS BALANCE	\$460.00
PAYMENTS	(\$460.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

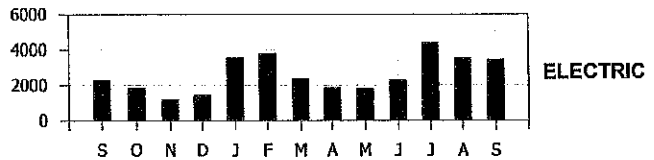
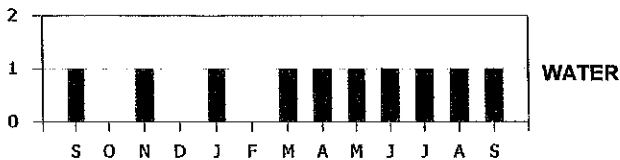
PREVIOUS		CURRENT		USAGE
DATE	READING	DATE	READING	
8/15/2025	189	9/17/2025	190	1
8/20/2025	99,349	9/22/2025	2,797	3,448

Wat
Elec
Elec
Sew
Ref
Ref

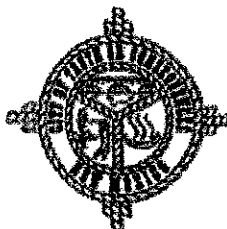
WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	214.12
EL TOTAL CHARGE	326.18
SEWER TOTAL CHARGE	19.54
TRASH CHARGE	50.22
TRASH CHARGE	25.10
Tax	\$0.00
AMP Adjustment	(\$194.07)
CURRENT BILL	\$460.00
AMOUNT DUE	\$460.00

PAID BY DRAFT

AMP SHORTAGE (\$1,855.87)



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
10/8/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



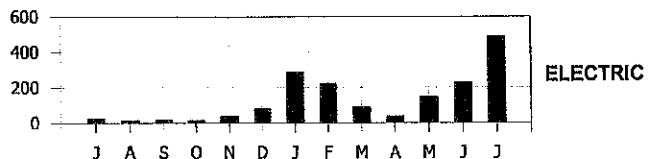
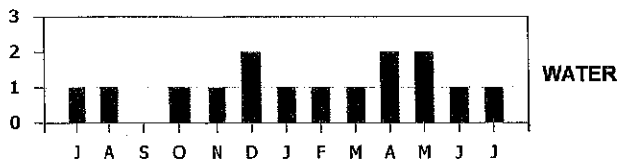
Account Number	AMOUNT DUE
3011-12856-00	\$0.00
Due Date	After Due Date Pay
8/6/2025	PAID BY DRAFT
Billing Date	Penalty Date
7/22/2025	8/7/2025
Service From	Service To
6/17/2025	7/18/2025
Service Address	
205 MAIN ST	

HISTORICAL SOCIETY
205 MAIN ST
TRUTH OR CONSEQ, NM 87901

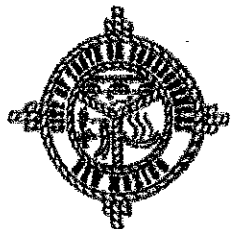
PREVIOUS BALANCE	\$80.00
PAYMENTS	(\$160.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
CREDIT BALANCE	(\$80.00)

	PREVIOUS		CURRENT	
	DATE	READING	DATE	READING
Wat	6/17/2025	17	7/18/2025	18
Elec				
Elec	6/13/2025	3,264	7/21/2025	3,752
Sew				
			AMP EXCESS	\$164.30

USAGE	
1	
WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	30.30
EL TOTAL CHARGE	63.33
SEWER TOTAL CHARGE	19.54
Tax	\$0.00
AMP Adjustment	(\$52.08)
CURRENT BILL	\$80.00
AMOUNT DUE	\$0.00
PAID BY DRAFT	



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

Account Number	AMOUNT DUE
3011-12856-00	\$0.00
Due Date	After Due Date Pay
8/6/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



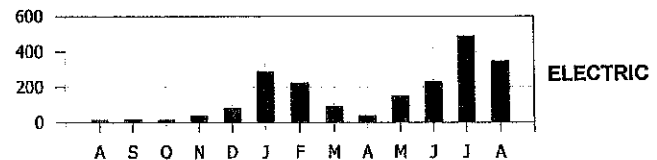
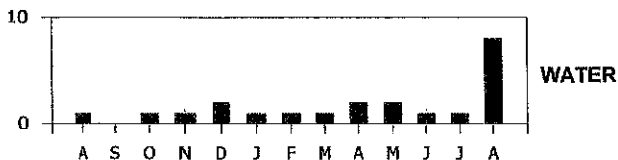
Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
9/5/2025	PAID BY DRAFT
Billing Date	Penalty Date
8/21/2025	9/6/2025
Service From	Service To
7/18/2025	8/15/2025
Service Address	
205 MAIN ST	

HISTORICAL SOCIETY
205 MAIN ST
TRUTH OR CONSEQ, NM 87901

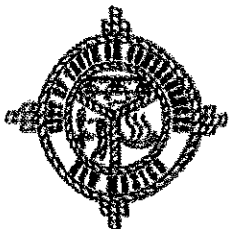
PREVIOUS BALANCE	\$0.00
PAYMENTS	\$0.00
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

	PREVIOUS		CURRENT	
	DATE	READING	DATE	READING
Wat	7/18/2025	18	8/15/2025	26
Elec				
Elec	7/21/2025	3,752	8/20/2025	4,098
Sew				
			AMP EXCESS	\$112.22

USAGE	8	WATER TOTAL CHARGE	39.21
		ENERGY COST ADJ	21.49
		EL TOTAL CHARGE	50.72
		SEWER TOTAL CHARGE	55.10
		Tax	\$0.00
		AMP Adjustment	(\$86.52)
		CURRENT BILL	\$80.00
		AMOUNT DUE	\$80.00
			PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
9/5/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



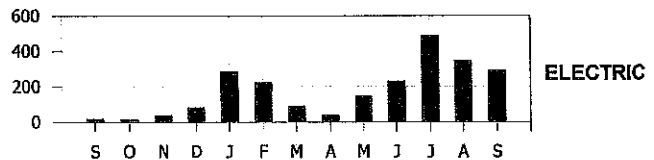
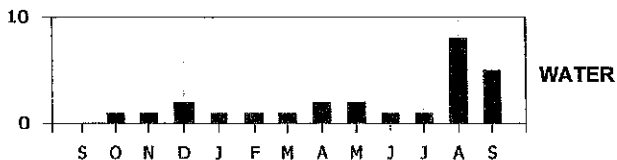
HISTORICAL SOCIETY
205 MAIN ST
TRUTH OR CONSEQ, NM 87901

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
10/8/2025	PAID BY DRAFT
Billing Date	Penalty Date
9/23/2025	10/9/2025
Service From	Service To
8/15/2025	9/17/2025
Service Address	
205 MAIN ST	

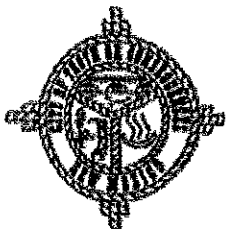
PREVIOUS BALANCE	\$80.00
PAYMENTS	(\$80.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	8/15/2025	26	9/17/2025	31	5
Elec					
Elec	8/20/2025	4,098	9/22/2025	4,390	292
Sew					
				AMP EXCESS	\$25.70

WATER TOTAL CHARGE	29.71
ENERGY COST ADJ	18.13
EL TOTAL CHARGE	45.93
SEWER TOTAL CHARGE	39.86
Tax	\$0.00
AMP Adjustment	(\$53.63)
CURRENT BILL	\$80.00
AMOUNT DUE	\$80.00
PAID BY DRAFT	



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
10/8/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION:

ON: Geronimo Trail Scenic Byway

(Report is due by the 15th of the month following the QTR.)

ALLOCATION:

\$6100.

(FY Allotment)

\$1016.66

(Quarterly Draw)

QUARTER:

1st

(1st/2nd/3rd/4th)

SUBMITTED

BY:

Gina Kelley

Print Name

Gina L. Kelley

Signature

During the first quarter of FY26, our Visitor Center had 800 interactions with visitors. This includes walk-in visitors, phone calls and email requests for information. We respond to inquiries requesting information on our lodging, hot springs, restaurants, shopping, special events and outdoor recreation.

Requests for information via Go-NewMexico.com receive an automatically generated email that links to Visitor Information on SierraCounty.info. The open rate on these emails was 88%.

Final Frontier Tours, the tour operator for Spaceport America, use the Visitor Center as their pickup & dropoff location on Saturday mornings. As the participants need to arrive at the Visitor Center by 8:30am, the Director opens at 8am to accommodate them. Last quarter there were 6 Spaceport Tours that had a total of 53 people. Most of these people booked accommodations in T or C for at least one night.

On behalf of the Sierra County Recreation & Tourism Advisory Board, we shipped out 1100 brochures to visitor centers statewide & provided another 500 brochures to local businesses.

Other Activities:

- Our Director worked with two different group travel coordinators, assisting them with logistical information for planning group activities. One brought a group of 28 RV enthusiasts from Arizona to T or C September 10-14, the other is bringing a BMW Motorcycle club of 125 people to T or C in September 2026.
- Our Director was interviewed & provided background information to Albuquerque City Lifestyle magazine on the 75th Anniversary of T or C's name change. The article will come out later this fall.

In the first quarter, our volunteers contributed 322 hours to staff the Visitor Center. Our volunteer Director contributed an additional 30 hours and our Board President another 15 hours. The total of 367 volunteer hours are valued at \$10,529 (\$28.69/hr per Independent Sector report on valued volunteer time in New Mexico).

Total Expenses for the Period: \$1992.33

- Telephone/Internet: \$704.59
- Visitor Center Supplies: \$325.64
- Office Supplies: \$ 50.70
- Insurance: \$912.00

SUBRECIPIENT QUARTERLY REPORT FY: 2025/2026

ORGANIZATION: MainStreet Truth or Consequences

ALLOCATION: \$50,000 (yearly) \$12,500 (quarterly draw)

SUBMITTED BY: Becca Eza 

(Please detail the progress made in providing the services each quarter.)

This has been yet another busy quarter for MainStreet T or C!

We continue to host our monthly Second Saturday Art Hop, bringing locals and tourists downtown to support art and artists, and to enjoy an evening of galleries, music, refreshments, and good company. During September's SSAH we hosted a small celebration at Healing Waters Plaza with several speakers, cake, and lemonade, to celebrate the 20th anniversary of Art Hop AND 20 years since our designation as a Hot Springs Bathhouse and Commercial Historic District.

We have been working this quarter on programs funded by two small grants. The first, from the New Mexico Resiliency Alliance, enabled us to award microgrants to 9 downtown businesses for projects that will improve the exterior streetscape and "Curb Appeal" of downtown. The businesses are required to provide a 1:2 cash match for their grant, which means that this project will result in over \$10,000 of improvements to our district. Look for projects to take shape soon - they are to be completed by the end of November.

We have also received a small grant (\$2,000) from Walmart as part of their Spark Good program. This grant is for purchasing and installing additional bike racks downtown to provide more secure bike parking in areas where it is lacking, and to encourage more people to ride bikes. We are currently determining locations for new bike racks and researching the best designs.

We've also been quite busy organizing free live music events. We worked with the Fiesta Committee to put on Fall Fiesta the weekend of September 12-14, which included live bands at the brewery and the Plaza, plus games, a bowling tournament, and a game show. We also partnered with the City to put on *Dancing in the Streetlight*, a 2-part concert series on McAdoo near Healing Waters Plaza, where individuals and families (and quite a few dogs) came out to enjoy music, dancing, and food trucks. This was a test run for such concerts, which we hope to continue partnering with the city and put on more of next year.

Also along the live music vein, during this quarter we advanced to the public voting round of the Levitt Music Series grant, a national competition to receive up to \$40,000 per year to put on an outdoor, family-friendly concert series. We engaged every part of the community we could reach to ask everyone to vote for our proposal, and we finished in the top 50 (beating out some proposals in major US cities) to move on to the final selection round. We are currently gathering letters of support from several community organizations, and then we will all keep our fingers crossed until final grant recipients are announced in mid-November.

We also held our quarterly Business Breakfast in August at Ingo's Art Cafe, and are working on scheduling our next one (likely in November).



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 22, 2025

Agenda Item #: C.2

SUBJECT: Purchase report of items between \$20,000 and \$60,000
DEPARTMENT: Finance
DATE SUBMITTED: October 17, 2025
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

C. CONSENT CALENDAR

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$20,000.00).

Recommendation:

Commission review of manager approved P.O.'s \$20,000 – \$60,000.

Attachments:

- Attached P.O. list

Fiscal Impact (Finance): N/A

Yes, see attached:

Legal Review (City Attorney): N/A

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10/22/2025

PURCHASE ORDER FROM SEPTEMBER 17, 2025-PRESENT-MANAGER APPROVED: \$20,000 THROUGH \$60,000. MANAGER APPROVED COMMISSION REPORT:

O

2 records found

Issue Date ▾	Number	Department Name	Vendor Name	Vendor Number	Total	Description
☒ =	A	A	A	A	=	A
10/10/2025	82643	Electric Dept	WESTERN UNITED ELECTRI	7498	31,038.00	LOVE'S PAD MOUNT TRAN
9/30/2025	82572	Electric Dept	ASPLUNDH ELECTRICAL TE	9042	57,600.00	SUBSTATION RELAYS

Reviewed By City Finance Director/CPO On: 10/17/2025

ACCEPTED:

YES:

No:

Additional Comments:

Mayor Ralph Hechler

(If required.)

City Clerk Attest:

(If required.)

*See Attached POs

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: 82572

Date: 09/30/2025

Requisition #: 95272

Vendor #: 9042

ISSUED TO: ASPLUNDH ELECTRICAL TESTING LLC
25 FORBES BLVD, SUITE 1
FOXBORO, MA 02035-

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1		PROCURE EQUIPMENT FOR N. AND S. TRANSFOR	503-3702-47415		16,000.00	16,000.00
2	1		ASSEMBLE/TEST EQUIPMENT	503-3702-47415		9,000.00	9,000.00
3	1		INSTALL PROTECTION PACKAGE ON NORTH TRAN	503-3702-47415		16,300.00	16,300.00
4	1		INSTALL PROTECTION PACKAGE ON SOUTH TRAN	503-3702-47415		16,300.00	16,300.00

SUBTOTAL:	57,600.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	57,600.00

Chief Purchasing Office

Date: 9/30/2025

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 #: 95272

Date: 09/17/2025

Vendor #: 9042

ISSUED TO: ASPLUNDH ELECTRICAL TESTING LLC
25 FORBES BLVD, SUITE 1
FOXBORO, MA 02035-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	1 PROCURE EQUIPMENT FOR N. AND S. TR	16,000.00	503-3702-47415	16,000.00
2	1 ASSEMBLE/TEST EQUIPMENT	9,000.00	503-3702-47415	9,000.00
3	1 INSTALL PROTECTION PACKAGE ON NOR	16,300.00	503-3702-47415	16,300.00
4	1 INSTALL PROTECTION PACKAGE ON SOL	16,300.00	503-3702-47415	16,300.00

PO Description: SUBSTATION RELAYS

Detailed Description:

Authorized By: _____

SUBTOTAL:	57,600.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	57,600.00



91 Fulton Street
Boonton, NJ 07005
Phone: (973) 316-1180
www.asplundhtesting.com

August 20, 2025

Mr. Bo Easley
Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Subject: Transformer Protection Upgrade Project – PROCURE EQUIPMENT
Reference: AET Proposal #: QN030321JLS A

Dear Bo,

Thank you for the opportunity to supply this proposal for the safe and successful completion of the transformer protection replacement at your main substation facility. The following is a detailed description of what this proposal would cover.

SCOPE:

- Procure all the necessary equipment required to upgrade the North & South Transformers' protection as follows:
 - a. (2) New SEL787 Relays
 - b. (4) New Electro-Switch Lock-Out Relays
 - c. (6) New ABB FT-1 Circuit Isolation Switches
 - d. Fabricated Relay Filler Panel
 - e. New SIS Switchgear wire as needed
 - f. New Terminal connectors
 - g. Miscellaneous hardware for the installation
 - h. Circuit Wiring Labels

TOTAL NET PRICE..... \$16,000.00

NOTES & CLARIFICATIONS

1. Pricing includes labor, material, and test equipment needed to perform the scope of work described above.
2. The standard work day would be between 7AM & 3:30PM with a half hour lunch if a 1 hour lunch is utilized the day would commence at 4:00PM.

Asplundh Electrical Testing, LLC

This proposal is valid for 30 days and may be subject to revision after its expiration. If you wish to proceed with this work, please acknowledge this proposal and return to my attention with your affixed purchase order via email (jspinney@aetco.us) or fax (973-316-1181).

Very truly yours,

ASPLUNDH ELECTRICAL TESTING, LLC

Jeffrey L Spinney
NJ Area Manager

Accepted – Truth or Consequences

Pat Devita

Digitally signed by: Pat Devita
DN: CN = Pat Devita email =
pdevita@asplundhtesting.com C = US O =
Asplundh Electrical Testing
Date: 2025.08.20 14:37:04'00'



91 Fulton Street
Boonton, NJ 07005
Phone: (973) 316-1180
www.asplundhtesting.com

August 20, 2025

Mr. Bo Easley
Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Subject: Transformer Protection Upgrade Project – ASSEMBLE/TEST EQUIPMENT
Reference: AET Proposal #: QN030321JLS B

Dear Bo,

Thank you for the opportunity to supply this proposal for the safe and successful completion of the transformer protection replacement at your main substation facility. The following is a detailed description of what this proposal would cover.

SCOPE:

- Assemble relay panels, load relay settings and test at our Boonton, NJ facility prior to shipping to TOC.
- Ship the remainder of the equipment, tools and supplies needed to complete the upgrade at TOC.
- This proposal is based on the assembly of 2 relay panels at our Boonton, NJ facility utilizing (1) technician for (2) days per panel.

TOTAL NET PRICE..... \$9,000.00

NOTES & CLARIFICATIONS

1. Pricing includes labor, material, and test equipment needed to perform the scope of work described above.
2. The relay settings were provided by AET during a previous project and will be loaded and tested prior to arrival on site.
3. The standard work day would be between 7AM & 3:30PM with a half hour lunch if a 1 hour lunch is utilized the day would commence at 4:00PM.

Asplundh Electrical Testing, LLC

This proposal is valid for 30 days and may be subject to revision after its expiration. If you wish to proceed with this work, please acknowledge this proposal and return to my attention with your affixed purchase order via email (jspinney@aetco.us) or fax (973-316-1181).

Very truly yours,

ASPLUNDH ELECTRICAL TESTING, LLC

Jeffrey L Spinney
NJ Area Manager

Accepted – Truth or Consequences

Pat Devita

Digitally signed by: Pat Devita
DN: cn = Pat Devita email =
pdevita@asplundhtesting.com C = US O = Asplundh
Electrical Testing
Date: 2025.08.20 14:38:38 -04'00'



91 Fulton Street
Boonton, NJ 07005
Phone: (973) 316-1180
www.asplundhtesting.com

August 20, 2025

Mr. Bo Easley
Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Subject: Transformer Protection Upgrade Project – Protection Package (North Transformer)
Reference: AET Proposal #: QN030321JLS C

Dear Bo,

Thank you for the opportunity to supply this proposal for the safe and successful completion of the transformer protection replacement at your main substation facility. The following is a detailed description of what this proposal would cover.

SCOPE:

- AET will coordinate and schedule all work associated with the update of this protection with TORC's electric department.
- Primary Switching and LOTO will be completed by Owner or Other.
- Demo, Installation and Testing would be completed during a schedule that is agreed upon between AET and TOC.
- Utilizing the AET prepared drawing package, demo existing relay protection on North Transformer and install new equipment.
- Perform Point to Point test compared to new wiring drawings.
- Perform functionality of circuit compared to the supplied elementary drawings.
- Return First protection upgrade package to service and verify in service readings are acceptable.
- Upon completion Supply a written report of our findings, recommendations and final test results.
- Prepare and supply As Built drawings.

TOTAL NET PRICE..... \$16,300.00

NOTES & CLARIFICATIONS

1. Pricing includes labor, material, travel costs, and test equipment needed to perform the scope of work described above.
2. The relay settings were provided by AET during a previous project and will be loaded and tested prior to arrival on site.
3. This proposal is based on the assembly of the relay panel at our Boonton, NJ facility and then 2 technicians travelling to TORC to complete the upgrade on site.

Asplundh Electrical Testing, LLC

4. The standard work day would be between 7AM & 3:30PM with a half hour lunch if a 1 hour lunch is utilized the day would commence at 4:00PM.
5. AET expects that the equipment would be safed off and tagged out prior to us being on site so that there is no delay in starting the first upgrade.

This proposal is valid for 30 days and may be subject to revision after its expiration. If you wish to proceed with this work, please acknowledge this proposal and return to my attention with your affixed purchase order via email (jspinney@aetco.us) or fax (973-316-1181).

Very truly yours,

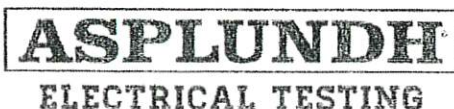
ASPLUNDH ELECTRICAL TESTING, LLC

Jeffrey L Spinney
NJ Area Manager

Accepted – Truth or Consequences

Pat Devita

Digitally signed by: Pat Devita
DN: CN = Pat Devita, email =
pdevita@asplundhtesting.com C = US O =
Asplundh Electrical Testing
Date: 2025.08.20 14:39:12 -04'00'



91 Fulton Street
Boonton, NJ 07005
Phone: (973) 316-1180
www.asplundhtesting.com

August 20, 2025

Mr. Bo Easley
Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Subject: Transformer Protection Upgrade Project – Protection Package (South Transformer)
Reference: AET Proposal #: QN030321JLS D

Dear Bo,

Thank you for the opportunity to supply this proposal for the safe and successful completion of the transformer protection replacement at your main substation facility. The following is a detailed description of what this proposal would cover.

SCOPE:

- AET will coordinate and schedule all work associated with the update of this protection with TORC's electric department.
- Primary Switching and LOTO will be completed by Owner or Other.
- Demo, Installation and Testing would be completed during a schedule that is agreed upon between AET and TOC.
- Utilizing the AET prepared drawing package, demo existing relay protection on South Transformer and install new equipment.
- Perform Point to Point test compared to new wiring drawings.
- Perform functionality of circuit compared to the supplied elementary drawings.
- Return protection upgrade package to service and verify in service readings are acceptable.
- Upon completion Supply a written report of our findings, recommendations and final test results.
- Prepare and supply As Built drawings.

TOTAL NET PRICE..... \$16,300.00

NOTES & CLARIFICATIONS

1. Pricing includes labor, material, travel costs, and test equipment needed to perform the scope of work described above.
2. The relay settings were provided by AET during a previous project and will be loaded and tested prior to arrival on site.
3. This proposal is based on the assembly of the relay panel at our Boonton, NJ facility and then 2 technicians travelling to TORC to complete the upgrade on site.

Asplundh Electrical Testing, LLC

4. The standard work day would be between 7AM & 3:30PM with a half hour lunch if a 1 hour lunch is utilized the day would commence at 4:00PM.
5. AET expects that the equipment would be safed off and tagged out prior to us being on site so that there is no delay in starting the first upgrade.

This proposal is valid for 30 days and may be subject to revision after its expiration. If you wish to proceed with this work, please acknowledge this proposal and return to my attention with your affixed purchase order via email (jspinney@aetco.us) or fax (973-316-1181).

Very truly yours,

ASPLUNDH ELECTRICAL TESTING, LLC

Jeffrey L Spinney
NJ Area Manager

Accepted – Truth or Consequences

Pat Devita

Digitally signed by: Pat Devita
DN: CN = Pat Devita email =
pdevita@asplundhtesting.com C = US O =
Asplundh Electrical Testing
Date: 2025.08.20 14:39:39 -04'00'



228 Merrick Road
Lynbrook, NY 11563
Phone: (631) 589-6343
Fax: (516) 596-3680
Email: johnf@elemco.com

September 10, 2025
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Attn: Bo Easley

Proposal # 18113-1

Re: Transformer Protection Upgrade

Mr. Easley,

We are pleased to present our proposal to provide necessary materials required for the upgrade of your facilities North and South Transformers protection scheme. Material as follows:

1. (2) New SEL 787 Relays
2. (4) New Electro-Switch Lock-out Relays
3. (6) New ABB FT-1 Circuit isolation switches
4. Relay filler panel
5. SIS cable as needed
6. Circuit wiring labels
7. Miscellaneous hardware

The cost to perform the aforementioned work will be \$19,675.00 plus applicable taxes

Any hold-ups, delays or additional work will be billed as an extra.

In the event that any additional electrical or mechanical defects are found during our performance of this work, they will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Reports will be available no sooner than 30 days after the completion of the field testing. Payment is due upon receipt of invoice and is not contingent upon payment to your organization by others. Expedited reports can be acquired within a 2-3-week period for an additional fee of \$2,250.00. Elemco is pleased to be of service to you and your organization. If you have any questions concerning this quote, please contact me at my office.

To schedule this project please call me at (631) 589-6343.

Very truly yours,
John Furno

Please Note: We will need a Purchase Order or the attached agreement executed and faxed to John Furno at (516) 596-3680 to proceed with the above work scope.



228 Merrick Road
Lynbrook, NY 11563
Phone: (631) 589-6343
Fax: (516) 596-3680
Email: johnf@elemco.com

September 10, 2025

Contract No. 18113-1

Agreement between

Elemco Services Inc.

"Contractor"

And

City of Truth or Consequences

"Customer"

Customer agrees to the terms of this agreement and accepts this form to satisfy the requirement of a Purchase Order / Contract Number. Customer requires the following number on contractors' invoice _____, billed to (if different from above) _____.

Scope of Services

Elemco Services Inc. agrees to perform the following services and / or supply of goods: **as described in page(s) 1 of proposal # 11813-1**

Customer agrees to pay Elemco Services Inc. the lump sum amount of \$19,675.00
(All costs plus applicable taxes)

Notice: The price / rates are valid for 30 days. Elemco must have at least one week notification prior to commencement of work. If customer fails to notify Elemco at least 24 hours in advance of cancellation, then a minimum charge of four hours per worker will be imposed. This agreement does not include cost for overtime related to delays not caused by Elemco. The Customer is responsible for all additional costs plus taxes and reasonable overhead and profit for any additional time required as a result of delays, interruptions, work stoppages and inefficiencies caused by any reason not the fault of Elemco. Additional costs will be added to the above price(s) at the rates stated. If no rates are stated, then the published rates will be used. All work in the Scope of Services to be completed Monday through Friday from 7:00am to 3:00pm, unless otherwise agreed. Any time in excess of fifteen minutes to reach the work area, due to facility security or other delays caused by the customer, will be considered delays at an additional charge. Prices do not include sales tax. Sales tax must be paid if the customer fails to provide the proper certificates within 30 days. **If reports are included in the work performed, then customer agrees to pay 100% of the balance due to receive the reports. Any pertinent job documents (drawings, setting sheets, etc.) should be sent prior to the commencement of work. Payment is due upon receipt of invoice and is not contingent upon payment to your organization by others. Elemco takes exception to the withholding of any retainage. Accounts over 60 days are subject to collection. Customer shall pay ALL costs of collection.**

A service charge of 5% will be charged per month for past due accounts.

Agreed and Accepted by
Elemco Services Inc.

Agreed and Accepted by "Customer"
City of Truth or Consequences

Authorized Signature

Date

Authorized Signature

Date



228 Merrick Road
Lynbrook, NY 11563
Phone: (631) 589-6343
Fax: (516) 596-3680
Email: johnf@elemco.com

September 12, 2025
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Attn: Bo Easley

Proposal # 18113-3

Re: North Transformer Relay Install

Mr. Easley,

We are pleased to present our proposal to provide necessary materials, labor and test equipment required for the installation of the relay panel for your facilities North transformer. Scope as follows:

- Develop a schedule
- Method of procedure for transformer isolation
 - Switching, grounding and LOTO to be performed by TOC staff. Elemco will install locks on equipment as well to secure LOTO procedure
- Remove existing, install new panel and test equipment
 - Existing wiring diagrams and new must be provided prior to project start
- Point to point wire verification
- Relay function tests

Relay settings need to be provided by others prior to the installation of this unit.

The cost to perform the aforementioned work is based on two technicians for three (3) days on site, four (4) travel days, hotel, plane fare and meals

Total: \$25,750.00 plus applicable taxes

Any hold-ups, delays or additional work will be billed as an extra.

In the event that any additional electrical or mechanical defects are found during our performance of this work, they will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Reports will be available no sooner than 30 days after the completion of the field testing. Payment is due upon receipt of invoice and is not contingent upon payment to your organization by others. Expedited reports can be acquired within a 2-3-week period for an additional fee of \$2,250.00. Elemco is pleased to be of service to you and your organization. If you have any questions concerning this quote, please contact me at my office.

To schedule this project please call me at (631) 589-6343.

Very truly yours,
John Furno

Please Note: We will need a Purchase Order or the attached agreement executed and faxed to John Furno at (516) 596-3680 to proceed with the above work scope.



228 Merrick Road
Lynbrook, NY 11563
Phone: (631) 589-6343
Fax: (516) 596-3680
Email: johnf@elemco.com

September 12, 2025

Contract No. 18113-3

Agreement between

Elemco Services Inc.

"Contractor"

And

City of Truth or Consequences

"Customer"

Customer agrees to the terms of this agreement and accepts this form to satisfy the requirement of a Purchase Order / Contract Number. Customer requires the following number on contractors' invoice _____, billed to (if different from above) _____.

Scope of Services

Elemco Services Inc. agrees to perform the following services and / or supply of goods: **as described in page(s) 1 of proposal # 11813-3**

Customer agrees to pay Elemco Services Inc. the lump sum amount of \$25,750.00
(All costs plus applicable taxes)

Notice: The price / rates are valid for 30 days. Elemco must have at least one week notification prior to commencement of work. If customer fails to notify Elemco at least 24 hours in advance of cancellation, then a minimum charge of four hours per worker will be imposed. This agreement does not include cost for overtime related to delays not caused by Elemco. The Customer is responsible for all additional costs plus taxes and reasonable overhead and profit for any additional time required as a result of delays, interruptions, work stoppages and inefficiencies caused by any reason not the fault of Elemco. Additional costs will be added to the above price(s) at the rates stated. If no rates are stated, then the published rates will be used. All work in the Scope of Services to be completed Monday through Friday from 7:00am to 3:00pm, unless otherwise agreed. Any time in excess of fifteen minutes to reach the work area, due to facility security or other delays caused by the customer, will be considered delays at an additional charge. Prices do not include sales tax. Sales tax must be paid if the customer fails to provide the proper certificates within 30 days. **If reports are included in the work performed, then customer agrees to pay 100% of the balance due to receive the reports. Any pertinent job documents (drawings, setting sheets, etc.) should be sent prior to the commencement of work. Payment is due upon receipt of invoice and is not contingent upon payment to your organization by others. Elemco takes exception to the withholding of any retainage. Accounts over 60 days are subject to collection. Customer shall pay ALL costs of collection.**

A service charge of 5% will be charged per month for past due accounts.

Agreed and Accepted by
Elemco Services Inc.

Agreed and Accepted by "Customer"
City of Truth or Consequences

Authorized Signature

Date

Authorized Signature

Date



228 Merrick Road
Lynbrook, NY 11563
Phone: (631) 589-6343
Fax: (516) 596-3680
Email: johnf@elemco.com

September 10, 2025
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Attn: Bo Easley

Proposal # 18113-2

Re: Relay Panels

Mr. Easley,

We are pleased to present our proposal to provide necessary materials, labor and test equipment required for the assembly the relay panels for your facilities North and South Transformers protection scheme. Scope as follows:

- Assemble 2 relay panels at our Lynbrook, NY facility
- Program and test relays functions
 - Once completed ship panels, tools and misc. materials to the site for turn key installation

Relay settings need to be provided by others prior to the assembly of these two units.

The cost to perform the aforementioned work is based on one technician for five (5) days and shipping costs;
Total: \$12,500.00 plus applicable taxes

Any hold-ups, delays or additional work will be billed as an extra.

In the event that any additional electrical or mechanical defects are found during our performance of this work, they will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Reports will be available no sooner than 30 days after the completion of the field testing. Payment is due upon receipt of invoice and is not contingent upon payment to your organization by others. Expedited reports can be acquired within a 2-3-week period for an additional fee of \$2,250.00. Elemco is pleased to be of service to you and your organization. If you have any questions concerning this quote, please contact me at my office.
To schedule this project please call me at (631) 589-6343.

Very truly yours,
John Furno

Please Note: We will need a Purchase Order or the attached agreement executed and faxed to John Furno at (516) 596-3680 to proceed with the above work scope.



228 Merrick Road
Lynbrook, NY 11563
Phone: (631) 589-6343
Fax: (516) 596-3680
Email: johnf@elemco.com

September 10, 2025

Contract No. 18113-2

Agreement between

Elemco Services Inc.

"Contractor"

And

City of Truth or Consequences

"Customer"

Customer agrees to the terms of this agreement and accepts this form to satisfy the requirement of a Purchase Order / Contract Number. Customer requires the following number on contractors' invoice _____, billed to (if different from above) _____.

Scope of Services

Elemco Services Inc. agrees to perform the following services and / or supply of goods: **as described in page(s) 1 of proposal # 11813-2**

Customer agrees to pay Elemco Services Inc. the lump sum amount of \$12,500.00
(All costs plus applicable taxes)

Notice: The price / rates are valid for 30 days. Elemco must have at least one week notification prior to commencement of work. If customer fails to notify Elemco at least 24 hours in advance of cancellation, then a minimum charge of four hours per worker will be imposed. This agreement does not include cost for overtime related to delays not caused by Elemco. The Customer is responsible for all additional costs plus taxes and reasonable overhead and profit for any additional time required as a result of delays, interruptions, work stoppages and inefficiencies caused by any reason not the fault of Elemco. Additional costs will be added to the above price(s) at the rates stated. If no rates are stated, then the published rates will be used. All work in the Scope of Services to be completed Monday through Friday from 7:00am to 3:00pm, unless otherwise agreed. Any time in excess of fifteen minutes to reach the work area, due to facility security or other delays caused by the customer, will be considered delays at an additional charge. Prices do not include sales tax. Sales tax must be paid if the customer fails to provide the proper certificates within 30 days. **If reports are included in the work performed, then customer agrees to pay 100% of the balance due to receive the reports. Any pertinent job documents (drawings, setting sheets, etc.) should be sent prior to the commencement of work. Payment is due upon receipt of invoice and is not contingent upon payment to your organization by others. Elemco takes exception to the withholding of any retainage. Accounts over 60 days are subject to collection. Customer shall pay ALL costs of collection.**

A service charge of 5% will be charged per month for past due accounts.

Agreed and Accepted by
Elemco Services Inc.

Agreed and Accepted by "Customer"
City of Truth or Consequences

Authorized Signature

Date

Authorized Signature

Date



228 Merrick Road
Lynbrook, NY 11563
Phone: (631) 589-6343
Fax: (516) 596-3680
Email: johnf@elemco.com

September 12, 2025
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Attn: Bo Easley

Proposal # 18113-4

Re: South Transformer Relay Install

Mr. Easley,

We are pleased to present our proposal to provide necessary materials, labor and test equipment required for the installation of the relay panel for your facilities South transformer. Scope as follows:

- Develop a schedule
- Method of procedure for transformer isolation
 - Switching, grounding and LOTO to be performed by TOC staff. Elemco will install locks on equipment as well to secure LOTO procedure
- Remove existing, install new panel and test equipment
 - Existing wiring diagrams and new must be provided prior to project start
- Point to point wire verification
- Relay function tests

Relay settings need to be provided by others prior to the installation of this unit.

The cost to perform the aforementioned work is based on two technicians for three (3) days on site, four (4) travel days, hotel, plane fare and meals

Total: \$25,750.00 plus applicable taxes

Any hold-ups, delays or additional work will be billed as an extra.

In the event that any additional electrical or mechanical defects are found during our performance of this work, they will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Reports will be available no sooner than 30 days after the completion of the field testing. Payment is due upon receipt of invoice and is not contingent upon payment to your organization by others. Expedited reports can be acquired within a 2-3-week period for an additional fee of \$2,250.00. Elemco is pleased to be of service to you and your organization. If you have any questions concerning this quote, please contact me at my office.

To schedule this project please call me at (631) 589-6343.

Very truly yours,
John Furno

Please Note: We will need a Purchase Order or the attached agreement executed and faxed to John Furno at (516) 596-3680 to proceed with the above work scope.



228 Merrick Road
Lynbrook, NY 11563
Phone: (631) 589-6343
Fax: (516) 596-3680
Email: johnf@elemco.com

September 12, 2025

Contract No. 18113-4

Agreement between

Elemco Services Inc.

"Contractor"

And

City of Truth or Consequences

"Customer"

Customer agrees to the terms of this agreement and accepts this form to satisfy the requirement of a Purchase Order / Contract Number. Customer requires the following number on contractors' invoice _____, billed to (if different from above) _____.

Scope of Services

Elemco Services Inc. agrees to perform the following services and / or supply of goods: **as described in page(s) 1 of proposal # 11813-3**

Customer agrees to pay Elemco Services Inc. the lump sum amount of \$25,750.00
(All costs plus applicable taxes)

Notice: The price / rates are valid for 30 days. Elemco must have at least one week notification prior to commencement of work. If customer fails to notify Elemco at least 24 hours in advance of cancellation, then a minimum charge of four hours per worker will be imposed. This agreement does not include cost for overtime related to delays not caused by Elemco. The Customer is responsible for all additional costs plus taxes and reasonable overhead and profit for any additional time required as a result of delays, interruptions, work stoppages and inefficiencies caused by any reason not the fault of Elemco. Additional costs will be added to the above price(s) at the rates stated. If no rates are stated, then the published rates will be used. All work in the Scope of Services to be completed Monday through Friday from 7:00am to 3:00pm, unless otherwise agreed. Any time in excess of fifteen minutes to reach the work area, due to facility security or other delays caused by the customer, will be considered delays at an additional charge. Prices do not include sales tax. Sales tax must be paid if the customer fails to provide the proper certificates within 30 days. **If reports are included in the work performed, then customer agrees to pay 100% of the balance due to receive the reports. Any pertinent job documents (drawings, setting sheets, etc.) should be sent prior to the commencement of work. Payment is due upon receipt of invoice and is not contingent upon payment to your organization by others. Elemco takes exception to the withholding of any retainage. Accounts over 60 days are subject to collection. Customer shall pay ALL costs of collection.**

A service charge of 5% will be charged per month for past due accounts.

Agreed and Accepted by
Elemco Services Inc.

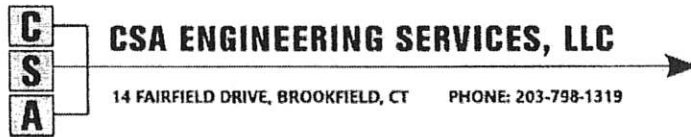
Agreed and Accepted by "Customer"
City of Truth or Consequences

Authorized Signature

Date

Authorized Signature

Date



Date: September 11, 2025

PROPOSAL

This proposal has been prepared for:

Mr. Bo Easley
Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
E-mail: beasley@torcnm.org

Proposal Subject: Transformer Protection Upgrade Project – Assembly

As requested, CSA Engineering Services, LLC (CSA) is pleased to offer you a proposal to assemble the necessary materials for the North and South Transformer protection on a panel to be installed at the TOC Main Substation.

The Control and Protection materials to mounted and wired on two separate plates will include the following components:

- ☐ Two (2) SEL 787 relays (Differential Relay)
- ☐ Six (6) FT-1 Test Switches
- ☐ Four (4) Lockout Relay (ANSI 86)

CSA will develop submittal documentation, which will include an AC Schematic, DC Schematic, layout drawings and wiring connection details to indicate the external connections will be included as part of this proposal. These documents shall be approved prior to assembly of the plate.

An SEL relay settings file will be developed based on customer requirements and the relay will be loaded with the settings file prior to shipment. The relay will be tested to ensure compliance with required specifications and a certified test report will be included with the final product

This proposal does not provide for any supervision during construction or permitting required for its installation. No time for project management has been included in this proposal. Should additional services be required, they will be billed at hourly rates indicated below, unless an alternate proposal is developed. Approval and use of the control and protection system shall be performed by others.

PROJECT DURATION:

Upon notification to proceed and receipt of deposit, CSA can begin the preliminary engineering associated with this project. A submittal document detailing, schematics and external connection diagrams will be developed to ensure the final product will meet the requirements of the project and will take approximately three weeks after start of engineering. Assembly will begin after receipt of all materials and is expected to be completed after six weeks of receipt of the material. Setting and testing of relay cabinet will be performed after assembly is completed.

PRICING PROPOSAL:

The fee schedule below applies for to develop the following:

Relay panels, as indicated above	\$12,600
Shipping	\$1600
Engineering (hourly-if required)	\$275

This proposal is valid for the period of 60 days. Hourly rates are based on year 2025; increases of not to exceed 5% per year may apply to hourly rates beyond 2025. Terms of payment are Net 30. Invoices shall be issued based on the schedule indicated below and are payable within 30 days of invoice. Additional services will be billed at applicable rates. In the event of termination, CSA shall be compensated for services performed prior to termination. Termination Expenses shall be computed as a percentage of the services provided to the time of termination.

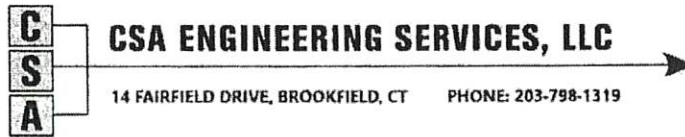
TERMS AND CONDITIONS:

Standard CSA Engineering Services, LLC Terms and Conditions apply.

.....
This Proposal agreed to on this date _____
(Date)

By _____
(Signature)

(Printed Name and Title)



Date: September 11, 2025

PROPOSAL

This proposal has been prepared for:

Mr. Bo Easley
Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
E-mail: beasley@torcnm.org

Proposal Subject: Transformer Protection Upgrade Project – Materials

As requested, CSA Engineering Services, LLC (CSA) is pleased to offer you a proposal to provide the necessary materials for the North and South Transformer protection to be installed at the TOC Main Substation.

The Control and Protection materials to be provided will include the following components:

- ☐ Two (2) SEL 787 relays (Differential Relay)
- ☐ Six (6) FT-1 Test Switches
- ☐ Four (4) Lockout Relay (ANSI 86)

The relays shall have a nominal input of 5A and will have a continuously rated voltage of 300 VAC. A six-point shorting terminal block will be installed in the relay cabinet to provide for a 5A secondary connection from 3 Wye connected current transformers. Additionally, terminal blocks will be provided for field wiring for a relay output and control power. The SEL 787 relays will be provided with inputs and outputs to be used for the various protection functions and status information.

A metal plate will be provided to mount, the relays, test switches and lockout relays, sized to cover the existing relay cutouts. Additional blanking plates shall be provide to cover the remaining relay cutouts.

This proposal does not provide for any supervision during construction or permitting required for its installation. No time for project management has been included in this proposal. Should additional services be required, they will be billed at hourly rates indicated below, unless an alternate proposal is developed. Approval and use of the control and protection system shall be performed by others.

PROJECT DURATION:

Upon notification to proceed, CSA will order the material associated with this project. A submittal document detailing the size of the panel, component layout and component specifications will be developed to ensure the final product will meet the requirements of the project and will take approximately two weeks to produce. After the acceptance of the submittal, materials will be ordered and have a lead time of approximately 4-6 weeks.

PRICING PROPOSAL:

The fee schedule below applies for to develop the following:

Relay and associated materials, as indicated above	\$20,900
Engineering (hourly-if required)	\$275

This proposal is valid for the period of 60 days. Hourly rates are based on year 2025; increases of not to exceed 5% per year may apply to hourly rates beyond 2025. Terms of payment are Net 30. Invoices shall

be issued based on the schedule indicated below and are payable within 30 days of invoice. Additional services will be billed at applicable rates. In the event of termination, CSA shall be compensated for services performed prior to termination. Termination Expenses shall be computed as a percentage of the services provided to the time of termination.

Milestone Payments	Percentage
Approval of Submittal	50
Delivery of Material	50

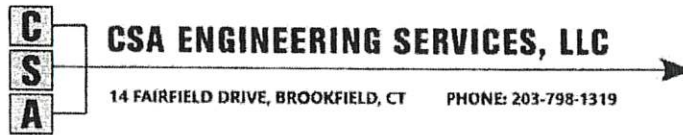
TERMS AND CONDITIONS:

Standard CSA Engineering Services, LLC Terms and Conditions apply.

This Proposal agreed to on this date _____
(Date)

By _____
(Signature)

(Printed Name and Title)



Date: September 11, 2025

PROPOSAL

This proposal has been prepared for:

Mr. Bo Easley
Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
E-mail: beasley@torcnm.org

Proposal Subject: Transformer Protection Upgrade Project – Installation

As requested, CSA Engineering Services, LLC (CSA) is pleased to offer you a proposal to install the necessary materials for the North and South Transformer protection at the TOC Main Substation.

CSA personnel will work with TOC personnel to isolate a single transformer to replace the existing protection, which will result in an outage to the specific transformer. Upon completion of necessary switching, by others, CSA personnel will remove the existing protective equipment associated with the outaged transformer, making note of the existing interconnection wiring. Upon removal of existing components, CSA personnel will install the previously assembled panel and complete the necessary interconnection wiring.

Upon completion of the installation, CSA will verify the wiring and equipment operation. After the transformer is returned to service, CSA personnel will verify the full functions of the protection system. CSA personnel can perform commissioning for the relay panel. The commissioning consists of the following:

- Inspect Interconnection Wiring
- Verify Control Power to Relay, Power Supply
- Functionally Operate Trip Circuits to Lockout Relay and Circuit Breaker
- Verify voltage and current phasors to confirm proper connections, verify differential currents and phase rotation setting on the relay

PROJECT DURATION:

Upon notification to proceed, CSA will schedule the work at a mutually convenient time with TOC. Installation, including testing, is expected to take between 2-3 days. Project documentation will be provided within four week of project completion.

PRICING PROPOSAL:

The fee schedule below applies for to develop the following:

Transformer Installation and Commissioning	\$19,500
Additional Onsite Support, not including additional expenses	\$1,880/day
Engineering (hourly-if required)	\$275

This proposal is valid for the period of 60 days. Hourly rates are based on year 2025; increases of not to exceed 5% per year may apply to hourly rates beyond 2025. Terms of payment are Net 30. Invoices shall be issued based on the schedule indicated below and are payable within 30 days of invoice. Additional services will be billed at applicable rates. In the event of termination, CSA shall be compensated for services performed prior to termination. Termination Expenses shall be computed as a percentage of the services provided to the time of termination.

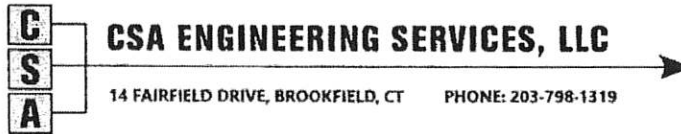
TERMS AND CONDITIONS:

Standard CSA Engineering Services, LLC Terms and Conditions apply.

.....
This Proposal agreed to on this date _____
(Date)

By _____
(Signature)

(Printed Name and Title)



Date: September 17, 2025

PROPOSAL

This proposal has been prepared for:

Mr. Bo Easley
Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
E-mail: beasley@torcnm.org

Proposal Subject: Transformer Protection Upgrade Project – Installation

As requested, CSA Engineering Services, LLC (CSA) is pleased to offer you a proposal to install the necessary materials for the North and South Transformer protection at the TOC Main Substation.

CSA personnel will work with TOC personnel to isolate a single transformer to replace the existing protection, which will result in an outage to the specific transformer. Upon completion of necessary switching, by others, CSA personnel will remove the existing protective equipment associated with the outaged transformer, making note of the existing interconnection wiring. Upon removal of existing components, CSA personnel will install the previously assembled panel and complete the necessary interconnection wiring.

Upon completion of the installation, CSA will verify the wiring and equipment operation. After the transformer is returned to service, CSA personnel will verify the full functions of the protection system. CSA personnel can perform commissioning for the relay panel. The commissioning consists of the following:

- Inspect Interconnection Wiring
- Verify Control Power to Relay, Power Supply
- Functionally Operate Trip Circuits to Lockout Relay and Circuit Breaker
- Verify voltage and current phasors to confirm proper connections, verify differential currents and phase rotation setting on the relay

PROJECT DURATION:

Upon notification to proceed, CSA will schedule the work at a mutually convenient time with TOC. Installation, including testing, is expected to take between 2-3 days for each transformer. Project documentation will be provided within four week of project completion.

PRICING PROPOSAL:

The fee schedule below applies for to develop the following:

Transformer Installation and Commissioning – South	\$19,500
Transformer Installation and Commissioning – North	\$19,500
Additional Onsite Support, not including additional expenses	\$1,880/day
Engineering (hourly-if required)	\$275

This proposal is valid for the period of 60 days. Hourly rates are based on year 2025; increases of not to exceed 5% per year may apply to hourly rates beyond 2025. Terms of payment are Net 30. Invoices shall be issued based on the schedule indicated below and are payable within 30 days of invoice. Additional services will be billed at applicable rates. In the event of termination, CSA shall be compensated for services

performed prior to termination. Termination Expenses shall be computed as a percentage of the services provided to the time of termination.

TERMS AND CONDITIONS:

Standard CSA Engineering Services, LLC Terms and Conditions apply.

.....
This Proposal agreed to on this date _____
(Date)

By _____
(Signature)

(Printed Name and Title)

Monthly Meeting Notice

NOTICE is hereby given that the City Boards of the City of Truth or Consequences, New Mexico, will hold the following meetings during the month of OCTOBER 2025.

- **AIRPORT ADVISORY BOARD:** No meeting in October 2025.
- **PLANNING & ZONING COMMISSION:** Regular Meeting to be held, Tuesday, October 14, 2025 at 4:00 pm, in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico.
- **RECREATION/GOLF COURSE ADVISORY BOARD:** No meeting in October 2025.
- **CITY COMMISSION:** Regular Meeting to be held, Wednesday, October 8, 2025, at 9:00 am in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico. The meeting will be streamed through YouTube at <http://www.youtube.com/@CityofTorC>.
- **PUBLIC ARTS ADVISORY BOARD:** Regular Meeting to be held, Tuesday, October 21, 2025, at 4:00 pm, in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico.
- **IMPACT FEE ADVISORY BOARD:** No meeting in October 2025.
- **PUBLIC UTILITY ADVISORY BOARD:** Regular Meeting to be held, Monday, October 20, 2025, at 3:30 pm, in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico.
- **LODGER'S TAX ADVISORY BOARD** No meeting in October 2025.
- **LIBRARY ADVISORY BOARD:** Regular Meeting to be held, Monday, October 27, 2025 at 5:30 pm, at the Public Library, 325 Library Lane, Truth or Consequences, New Mexico.
- **CITY COMMISSION:** Regular Meeting to be held, Wednesday, October 22, 2025, at 9:00 am in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico. The meeting will be streamed through YouTube at <http://www.youtube.com/@CityofTorC>.

If you are an individual with a disability who is 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 office of the City Clerk at (575) 894-6673, at least one (1) week prior to the meeting or as soon as possible.

To request a copy of a meeting agenda, please email the City Clerk's Office at: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Thursday, September 19, 2024

**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:** 82643**Date:** 10/10/2025**Requisition #:** 95403**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	1		750KVA 3 PHASE TRANSFORMER 12470/7200 12(503-3702-44607			31,038.00	31,038.00
			ELECTRIC				

SUBTOTAL:	31,038.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	31,038.00

Chief Purchasing Office

Date:

10/14/25

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

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



REQUISITION

Requisition #: 95403

Date: 10/09/2025

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	1 750KVA 3 PHASE TRANSFORMER 12470/		31,038.00 503-3702-44607	31,038.00
PO Description: LOVE'S PAD MOUNT TRANSFORMER Detailed Description: ELECTRIC				

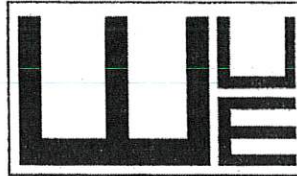
Authorized By: _____

SUBTOTAL:	31,038.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	31,038.00

QUOTATION

Western United Electric Supply Corp

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



Order Number	
2112507	
Order Date	Page
10/08/2025 10:15:31	1 of 1

Quote Expires On: 10/15/2025

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

575-894-6675

Attn: INVOICES .

Customer ID: 10250

Ship To:

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

Requested By: Bo Easley

		PO Number					Ship Route		Taker		
		750KVA Transformer					NORTE		ESISNEROS		
		Quantities				Item ID Item Description			Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Unit Size						
Delivery Instructions: 2-4 weeks											
1.00		0.00	1.00 EA		36820036			EA	31,038.000000		31,038.00
			1.0		750KVA 3PH Pad, 12.47/7.2, 208/120				1.0		
					Q191686-4						

Total Lines: 1

SUB-TOTAL: 31,038.00

TAX: 0.00

AMOUNT DUE: 31,038.00

U.S. Dollars

Effective July 1, 2025, Colorado imposes a retail delivery fee of \$0.28 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.



SUNBELT SOLOMON
UNPARALLELED POWER SOLUTIONS

Quote: Q-121763 | Sale
Date: October 8, 2025
Change Order: No | Revision: 0
Project:

Sunbelt Solomon remanufactured (REMAN)

transformers are BABA Certified

Consult with your sales rep to confirm if this applies to the unit(s) within your quote

Bo Easley
City of Truth or Consequences
beasley@torcnm.org

Jan Sexton
Outside Sales
jan.sexton@sunbeltsolomon.com | +1 7852635180

PRODUCT	QTY	EACH
Three Phase Pad Mount 750 KVA KVA: 750 @ 65°C 60Hz Impedance: Standard HV: 12470GrdY/7200 (95 KV BIL) Loop Feed LV: 208Y/120 (30 KV BIL) Primary Taps: 2-2.5% FCAN & BN Bayonet Fusing 200 A Dead Front Wells & 15 kV Inserts 8-Hole Spade LV Bushing Liquid Temperature Gauge Liquid Level Gauge Pressure Vacuum Gauge Drain Valve + Sampler Non-PCB Mineral Oil Standard ANSI Paint RECONDITION LEAD TIME: 4-6 WEEKS ARO	1	\$34,590

All REMAN Units are Completely Reconditioned to Nameplate Specifications

Ask your sales rep about volume discounts

Destination: Truth or Consequences, NM | **FOB:** Origin | **Shipping & Handling:** Prepaid & Allowed
Shipment: VARIES | **Warranty:** 3 Years | **Terms:** Net 30 with approved credit.

Offer to sell valid for 30 days. Price is subject to re-evaluation after 15 days. Units subject to availability.

Please note any changes to the specifications on this quotation form and reference the quotation number on your Purchase



1922 S. MLK Jr. Drive
Temple, TX 76504



+01 800.433.3128

info@sunbeltsolomon.com
sunbeltsolomon.com



SUNBELT SOLOMON
UNPARALLELED POWER SOLUTIONS

Quote: Q-121763 | Sale
Date: October 8, 2025
Change Order: No | Revision: 0
Project:

Order. Sunbelt Solomon ("Supplier") will use your Purchase Order to proceed with manufacturing when terms and conditions are finalized. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units that are contingent on the approval/receipt of drawings will begin the manufacturing process after the final sign off on the specified drawings by the customer. Please contact your sales representative for the estimated drawing lead time associated with this quote.

All sales, rental and services are subject to Supplier's Terms and Conditions for Sales and Rentals of Equipment and/or Services ("Terms and Conditions") unless otherwise mutually agreed in writing by officer of Supplier as evidenced by such officer's signature. Acceptance of a Buyer purchase order by Supplier does not constitute acceptance of Buyer terms and conditions. As orders are time sensitive and it is cost prohibitive to review and negotiate terms and conditions between parties, Supplier Terms and Conditions apply to quotes/orders: 1) with a value before tax of \$25,000 or less, 2) emergency services or services completed before issuance of a purchase order, and 3) rush orders for sales and rental that are to ship within three (3) days regardless of submission of terms and conditions by Buyer. If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it can be repaired), then the provisions of terms and conditions will apply which include (among other provisions) risk of loss remaining with Customer and Company only being liable for damage to this equipment to the extent of its gross negligence or willful misconduct. In no event does Supplier accept consequential damages or agree to Prime/Owner contract terms and conditions.

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate. Unit(s) quoted are for normal service conditions as defined by ANSI/IEEE Standards. Notify Supplier at time of quotation should the unit(s) be subject to harmonics, motor starting, shovel duty, or other special service conditions.

Schedules

All Delivery dates are estimates and under no circumstances does Company guarantee date of delivery. Company shall not be responsible or liable for any damage or loss which occurs during transportation and/or shipment of the Equipment. Company is not liable or responsible for any costs of Customer caused by any delays in transportation or delivery.

Company reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Customer at the time of the order entry.

Cancellation or Revision of Order

Any Purchase Order may be cancelled or revised by Customer only upon written approval by an authorized representative of the Company, and at the Company's sole discretion. Should Company approve cancellation or revision of a Purchase Order, Customer shall pay the cancellation or revision charges specified in said approval. Cancellation or revision charges will include expenses previously incurred, commitments made pursuant to or in reliance upon such Purchase Order, whether or not such commitments are legally binding on Company, and any other factors considered relevant by Company. In the event that Company does not approve cancellation or revision, Customer shall remain liable to Company for the full price of the Equipment, Rental and/or Services ordered.

Cancellation charges are calculated for each unit cancelled per its individual status.

Standard Cancellation Charges:

Cancellation Charges:		% of PO Price
Upon Purchase Order acceptance		25
After materials are ordered		50
After production begins for Equipment		75
Once production is complete for Equipment		100

Company reserves the right to re-quote both price and lead time for any request to revise an order. If it is determined that a revision will incur an additional revision charge, charges are calculated for each unit revised per its individual status.

Standard Revision Charges:

Revision Charges:	% of Selling Price
Before Engineering Review / Scheduling	0
Before Production Begins	35
After Production Begins	100



1922 S. MLK Jr. Drive
Temple, TX 76504



+01 800.433.3128

info@sunbeltsolomon.com
sunbeltsolomon.com

**Contact Your Sales Rep**

Adam Berlin
 Phone: (864) 278-8314
adam@maddox.com

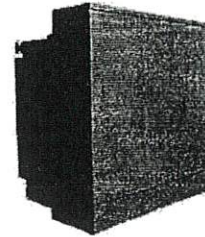
Quote To:

City of Truth or Consequences
 505 Sims Street Truth or Consequences, NM 87901 USA

Pay Terms: Net 30**Ship To:**

TBD

#	Description	Count	Price	Amount
1	3-Phase Padmount Transformer Remanufactured 750 kVA 3-Ph Padmount Transformer High Voltage: 12470 GY 7200, 95 kV BIL Low Voltage: 208 Y 120, 30 kV BIL Taps: 12470, 12160, 11845, 11535, 11225 HV Bushings: (6) 200A Wells & Inserts (dead front, loop feed) LV Bushings: (4) 8-Hole Spades (common H0/X0) Fluid: Mineral Oil Frequency: 60 Hz Temperature Rise: 65°C Cooling Class: ONAN Conductor: Al / Al Fusing: Bayonet w/ ISO Links Features & Accessories: -Drain and sample valve -Dial-Type Thermometer -Liquid Level Gauge -Pressure Relief Valve -Pressure Vacuum Gauge -Gas Sampler Shipping: Free within contiguous US, CPT plant (5-7 day service) Warranty: 3 Years Lead Time: Ships within 8-10 weeks after release	1	\$36,382.84	\$36,382.84



	Quote Lines		Additional Cost		Total Quote	
Before Tax	\$36,382.84	Before Tax	\$0.00	Before Tax	\$36,382.84	
Tax Estimate	\$0.00	Tax Estimate	\$0.00	Tax Estimate	\$0.00	
Total	\$36,382.84	Total	\$0.00	Total	\$36,382.84	

Notes:

TESTING. This quotation includes standard routine testing per IEEE C57.12.00. All tests are performed in accordance with IEEE C57.12.90. Additional tests designated as design or other are to be provided by others at no additional cost to Maddox. Witness testing additional.
 EXCEPTIONS. Exception is taken to any requirement contained in a customer spec and not specifically identified above or contained in our standard product offering.

Price valid until November 7, 2025. Stock is subject to prior sale. Pay terms on this quote are contingent on an established account in good standing. It is Buyer's responsibility to verify conformity to any and all specifications. Exceptions and clarifications provided by MIT are not confirmations of conformity to any written or verbally communicated specifications. Sales taxes may apply unless exemption certificate is provided. MIT's Standard Terms & Conditions apply: www.maddoxtransformer.com/documents



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 22, 2025

Agenda Item #: D.1

SUBJECT: Public Hearing/Discussion/Action: Public hearing and final Adoption of Ordinance No. 772 G.O. Bond.

DEPARTMENT: Community Development

DATE SUBMITTED: October 17, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead/Mark Valenzuela

Summary/Background: The proposed Bond Ordinance authorizes the issuance of general obligation bonds in the par amount of \$790,000. The general obligation bonds were approved at an election on November 8, 2022 in the total amount of \$3,000,000. The City previously issued the first series of general obligation bonds related to the \$3,000,000 approved amount in 2023 & 2024 in the amount of \$790,000 each. The debt service is paid through the collection of ad valorem property taxes. The bond proceeds will be used for improvements to streets and water/wastewater system.

Recommendation:

Public Hearing and final adoption of Bond Ordinance No. 772.

Attachments:

- Bond Ordinance 772
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 10-22-25

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the ____ day of October, 2025, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present:

Absent:

Thereupon, there was officially filed with the Mayor, each Commissioner and the City Clerk-Treasurer a copy of a proposed bond ordinance in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 772

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF \$790,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, at a general obligation bond election duly called and held for the City of Truth or Consequences, New Mexico, (the "City") on the 8th day of November, 2022, the electors of the City authorized the City Commission (the "Commission") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purpose (the "Project") in the following amount:

<u>Purposes:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Laying off, opening, constructing, repairing, and otherwise improving municipal alleys, streets, public roads and bridges, or any combination thereof	\$1,000,000	\$540,000	\$270,000
Enlarging, improving or extending the City's water and wastewater system	\$2,000,000	\$1,040,000	\$520,000

WHEREAS, the Commission has determined and does hereby determine that it is necessary and in the best interest of the City and the inhabitants thereof that the \$790,000 general obligation bonds authorized at the election (the "Bonds") be issued at this time; and

WHEREAS, the Commission has determined and hereby does determine to enter into a Bond Purchase Agreement and sell the Bonds to the New Mexico Finance Authority ("Finance Authority"); and

WHEREAS, the Commission has determined and does hereby determine that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds is not more than ten percent (10%) a year; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Commission and the officers of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF CITY TRUTH OR CONSEQUENCES, NEW MEXICO AS FOLLOWS:

Section 1. All actions heretofore taken by the Commission and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$790,000 to the New Mexico Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Mayor is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

Section 2.

A. In order to provide funds for the Project, the Commission, on behalf of the City and upon the full faith and credit thereof, shall issue the City's general obligation bonds maturing and bearing interest as follows:

<u>Amounts</u> <u>Maturing</u>	<u>Years Maturing</u> <u>(August 1)</u>	<u>Interest Rate</u> <u>(Per Annum)</u>
\$ 210,000	2026	%
30,000	2027	
30,000	2028	
30,000	2029	
35,000	2030	
35,000	2031	
35,000	2032	
35,000	2033	
35,000	2034	
35,000	2035	
35,000	2036	
40,000	2037	
45,000	2038	
50,000	2039	
24,000	2040	

<u>Amounts</u> <u>Maturing</u>	<u>Years Maturing</u> <u>(August 1)</u>	<u>Interest Rate</u> <u>(Per Annum)</u>
31,000	2041	
55,000	2042	%

B. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above for the Bonds, payable to the registered owner thereof, or registered assigns, on February 1, 2026, and semiannually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year set forth above.

C. The Bonds maturing on and after August 1, 2036 are callable on and after November __, 2035, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days

prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

E. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 3. The Bonds shall constitute the general obligation debt of the City, payable from general ad valorem taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 4. The Bonds shall bear the facsimile or manual signature of the Mayor and shall be attested by the facsimile or manual signature of the City Clerk-Treasurer and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the

issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk-Treasurer may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk-Treasurer, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

Section 6. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that said Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper,

and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 8. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED

REGISTERED

NO. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2025

Registered Owner: _____

Principal Amount: _____ DOLLARS

Interest Rate

Maturity Date

Series Date

_____% per annum _____ 1, _____, 2025

The City Commission (the "Commission") of the City of Truth or Consequences, New Mexico (the "City"), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2026, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the

Registrar/Paying Agent: All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$790,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City for the purposes of providing funds to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to an ordinance of the Commission duly adopted on October __, 2025 (the "Bond Ordinance").

The Bonds maturing on and after August 1, 2036 are callable on and after November __, 2035, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the

validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as

may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Commission has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the City Commission of the City of Truth or Consequences, New Mexico, constituting the governing board of the City, has caused the seal of the City to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor and subscribed and attested with the facsimile or manual signature of the City Clerk-Treasurer, all as of the Series Date.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Mayor

[City Seal]

ATTEST:

By _____
City Clerk-Treasurer

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____, 2025

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Finance Director, as Registrar/Paying Agent

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Ordinance. The funds realized from the sale of the Bonds shall be applied solely to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 10. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Commission, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and City taxes are certified, levied and collected. The taxes, when collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 11. The Mayor, City Manager, City Clerk-Treasurer and other officers of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the deposit of the proceeds of the Bonds into an acquisition fund held by the Finance Authority for payment of the costs of the Project and the costs of issuance of the Bonds, the printing of the Bonds, accounting and verification fees, and the execution of such certificates as may be required by the Finance Authority relating to the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase price of the Bonds from the purchasers and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 12. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, City Clerk-Treasurer, City Manager and any other officer of the City having responsibility for the issuance of the

Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 13. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of

America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 14. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Commission and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 15. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided.

Section 16. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. The title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in an Ordinance (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on October __, 2025. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL
OBLIGATION BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT
OF \$790,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON
ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT
LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM,

TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2025 in the aggregate principal amount of \$790,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

[End Form of Notice]

Section 18. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 22nd DAY OF OCTOBER,
2025.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

Commissioner _____ then moved adoption of the foregoing ordinance, duly seconded by Commissioner _____. The motion to adopt said ordinance, as amended, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Absent:

_____ () Commissioner having voted in favor of said motion, the motion to suspend the rules was thereupon declared by the Mayor to have passed.

After consideration of the matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

Dated this 22nd day of October, 2025.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 22, 2025

Agenda Item #: *E.1*

SUBJECT: Resolution No. 20 25/26 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: October 16, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 20 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 20 25/26

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

Changes in funding as presented on the Department of Finance and Administration Schedule of Budget Adjustments

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 20 25-26 Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-22-25



RESOLUTION NO. 20 25/26

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2025-2026.

WHEREAS, the final budget for was approved by the City Commission of the City of Truth or Consequences, New Mexico, pursuant to Chapter 6, Article 76 NMSA 1978; and

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2025-2026; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents was duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED this **22nd day of October, 2025**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2025-26 10/22/2025
DFA Resolution Number: 20 25/26
BAR NUMBER: 5

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	304	304-7065-32314	SJOA-State Grant A25J2035	Revenue	\$ -	\$ 26,000	\$ 26,000	A25J2035-Ken James SC-TorC-COGA SJOA Grant to purchase walk-in freezer/refrigerator
	304	304-7065-80805	SJOA-Buildings & Structures A25J2035	Expense	\$ -	\$ 26,000	\$ 26,000	A25J2035-Ken James SC-TorC-COGA SJOA Grant to purchase walk-in freezer/refrigerator
	304	304-7065-39935	SJOA-Transfer In A25J2035	Revenue	\$ -	\$ 26,000	\$ 26,000	SJOA-Transfer In to cover expenses until reimbursement comes in
	101	101-1099-49930	GF-Transfer Out	Expense	\$ 1,696,533.00	\$ 26,000	\$ 1,722,533	GF- cover expenses until reimbursement
	101	101-1099-39935	GF-Transfer In	Revenue	\$ 273,549.00	\$ 26,000	\$ 299,549	GF- Transfer In pay back
	304	304-7065-49930	SJOA-Transfer Out A25J2035	Expense	\$ -	\$ 26,000	\$ 26,000	SJOA-Transfer out to GF pay back

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Rolf Hechler, Mayor

(Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 22, 2025

Agenda Item#: E.2

SUBJECT: Resolution No. 21 25/26 for the Sale of Surplus Property to be sold at the November 22, 2025, Auction through Willard Hall Auctions.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: October 16, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk-Treasurer

Summary/Background:

Pursuant to Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences has property that is no longer needed. The City will use Willard Hall Auctions to sell surplus property belonging to the City on Saturday, November 22, 2025 at the Sierra County Fairgrounds, 1321 Hyde Street.

Recommendation:

Approve Resolution No. 21 25/26 declaring the sale of surplus property with Willard Hall Auctions.

Attachments:

- Resolution No. 21 25/26
- Property disposal forms

Fiscal Impact (Finance): No

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Resolution No. 21 25/26 Ordinance No. N/A

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-22-25



RESOLUTION NO. 21 25/26

A RESOLUTION DECLARING SURPLUS PROPERTY TO BE NONESSENTIAL FOR PUBLIC OR GOVERNMENT FUNCTIONS TO BE SOLD PURSUANT TO §3-54-2 NMSA

WHEREAS, the City Commission of the City of Truth or Consequences finds surplus property to be nonessential for public or government functions; and

Whereas, PURSUANT TO Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences serves notice that the City will use **Willard Hall Auctions** to sell various surplus property belonging to the City.

NOW THEREFORE BE IT RESOLVED THAT:

- The City of Truth or Consequences may sell personal property having a value of more than two thousand five hundred (\$2,500.00) at public or private sale. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice, pursuant to the provisions of Subsection J or Section 3-1-2 NMSA 1978, not less than seven days apart, with the last publication not less than fourteen days prior to the sale.
- If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the municipality, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed sale of lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening, and shall be published according to the provisions of Subsection J of Section 3-1-2 NMSA 1978.
- The City of Truth or Consequences may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to the federal government if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration. The provisions of Section 6-6-11 NMSA 1978 shall not apply to such sale, exchange or a donation.

PASSED, APPROVED AND ADOPTED this 22nd day of October 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



PROPERTY DISPOSAL REQUEST FORM

PROPERTY ASSIGNED TO:

Date: 10/14/2025	Department: Sanitation
Department: Sanitation	Location: City of Torrey
	Individual: N/A
	Supervisor: Andres A. Alvarez

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	1	1	
Tag Number:	N/A	1109	
License # if any	N/A	G66541	
Brand/Model:	PB320	GMLT8500	
Description:	Automated Side Loader Truck	Side Load Dumpster Truck	
Serial/Vin #:	3BP2L50X09F719188	1GDT8F4346F418818	
Original Amount:	Donated	\$175,000	
Will This be Sold at Auction?	Yes	Yes	
Reason:	Retired equipment	Retired equipment	

Fill in all spaces where applicable & submit to the Finance Department within 5 working days.

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

<u>Wesley</u> Employee Signature	<u>Supervisor</u> Title	<u>10/14/2025</u> Date
<u>Andres A. Alvarez</u> Department Head Signature	<u>10-14-2025</u> Date	

APPROVED:

City Manager Signature	Date
------------------------	------

CITY MANAGER SIGNATURE ONLY
APPROVES PROCESS TO BEGIN;
**SIGNATURE DOES NOT
AUTOMATICALLY APPROVE
DISPOSAL.**
CONTACT FINANCE DIRECTOR

FINANCE DIRECTOR OR DESIGNEE

RESOLUTION #

Date entered into system: _____

COMMISSION MEETING DATE: _____

By: _____

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

FINANCE DIRECTOR WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.



PROPERTY DISPOSAL REQUEST FORM

PROPERTY ASSIGNED TO:

Date:	October 10, 2025	Department:	Electric Department
Department:	Electric Department	Location:	Pole Yard
		Individual:	
		Supervisor:	Bo Easley

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	70		
Tag Number:	N/A		
License # if any	N/A		
Brand/Model:	N/A		
Description:	Wood Poles		
Serial/Vin #:	N/A		
Original Amount:			
Will This be Sold at Auction?	Yes		
Reason :	Old/Used		

Fill in all spaces where applicable & submit to the Finance Department within 5 working days.

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Bo Easley	Electric Director	10/10/25
Employee Signature	Title	Date
Bo Easley	10/10/25	
Department Head Signature	Date	

APPROVED:

City Manager Signature	Date
------------------------	------

CITY MANAGER SIGNATURE ONLY
APPROVES PROCESS TO BEGIN;
**SIGNATURE DOES NOT
AUTOMATICALLY APPROVE
DISPOSAL.**

CONTACT FINANCE DIRECTOR

FINANCE DIRECTOR OR DESIGNEE

RESOLUTION #

Date entered into system: _____

COMMISSION MEETING DATE: _____

By: _____

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

FINANCE DIRECTOR WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.

Revised 12/17/20







CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 22, 2025

Agenda Item #: F.1

SUBJECT: Memorandum of Understanding between the City of Truth or Consequences and the Village of Williamsburg for road maintenance.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 17, 2025

SUBMITTED BY: City Manager's Office

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Memorandum of Understanding between the City of Truth or Consequences and the Village of Williamsburg for road maintenance services within the municipal boundaries of the Village.

Recommendation:

Approval of MOU

Attachments:

- MOU

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-22-25

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRUTH OR CONSEQUENCES AND
VILLAGE OF WILLIAMSBURG
FOR ROAD MAINTENANCE

THIS Memorandum of Understanding, or "MOU", entered into by and between the City of Truth or Consequences, hereinafter referred to as "T or C", and the Village of Williamsburg, hereinafter referred to as "Village" governs the provisions of road maintenance services to the Village by T or C Street Division, and payment for such services by the Village.

ARTICLE 1. SCOPE OF SERVICES: This MOU is to assist the Village by providing road maintenance within the municipal boundaries of the Village.

Accomplishment of the foregoing purpose shall be as follows:

1. T or C shall provide, through the Street Division, road maintenance services including but not limited to street sweeping, pot hole patching, and replacing of street signs.
2. Road maintenance services shall be initiated by the appropriate Village designee contacting the Streets Manager during normal business hours.
3. In Quarter 1 of each year, the Village of Williamsburg will provide the City of Tor C Street Division a budgeted list of requested repair and/or replacement signages for the upcoming year.
4. All new signage installed under this agreement shall comply with current New Mexico Department of Transportation (NMDOT) standards.

ARTICLE 2. PERIOD OF PERFORMANCE: This MOU becomes effective upon signature by all parties hereto and shall remain in effect for four (4) years. Renewal of this contract shall require approval by the Commission every four (4) years. The City reserves the right to adjust rates as necessary and shall provide the Village of Williamsburg with an updated price list on an annual basis.

ARTICLE 3. PLACE OF PERFORMANCE: The services shall be performed within the boundaries of the Village of Williamsburg.

ARTICLE 4. MANNER OF PERFORMANCE: Unless this MOU is terminated in accordance with Article VI, the Village shall maintain in full force and effect this MOU, which empowers T or C to provide services contemplated by this agreement.

ARTICLE 5: COMPENSATION: The amount of payment shall be as follows:

1. Pay to the City pursuant to the rate schedule attached hereto as Exhibit A.
2. Reimburse the City for all fees charged in the performance of this MOU. The Village agrees to pay any and all increases to the fees throughout the duration of this MOU after the initial term.
3. All fees shall be invoiced to the Village and paid on a monthly basis.
4. All materials used in the performance of this agreement shall be paid for at cost to the City.

ARTICLE 6. RIGHT OF CANCELLATION: At any time either party shall have the right to terminate this agreement with or without cause by giving the other party thirty (30) days written notice. Termination of this agreement pursuant to the provisions of this paragraph shall not release or discharge either of the parties from any rights or obligations accrued hereunder prior to such termination.

ARTICLE 7. ASSIGNMENT: The parties shall not assign or transfer this agreement or any interest in this agreement.

ARTICLE 8. NEW MEXICO TORT CLAIMS ACT: The parties recognize that each party is liable only to the extent provided by New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978 for the negligence or commissions of that party's employees acting within the scope of their employment while acting in the furtherance of this agreement. By entering into this agreement each party and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity defense, or any other limitation of liability pursuant to law. No provisions of this agreement are intended to modify or waive any provision of the New Mexico Tort Claims Act.

ARTICLE 9. WAIVER: No failure on the part of either party to exercise, nor delay of that party in exercising any right, power or privilege hereunder shall preclude other or future exercise thereof, or the exercise by that party of any other right, power or privilege. The rights and remedies of the parties herein provided are cumulative and not exclusive of any rights and remedies otherwise provided by law.

ARTICLE 10. INDEPENDENT CONTRACTOR: Nothing in the MOU is intended to or shall be deemed to constitute a partnership or joint venture between the parties. Village is and shall remain an independent entity under this MOU. Neither party, nor their respective employees, are or shall be deemed to be employees of the other, nor may they bind the other in any respect. Neither party's employees shall accrue leave, retirement, insurance, bonding, nor any other benefit afforded to the employees of the other.

ARTICLE 11. GOVERNING LAWS: The parties shall comply with all applicable Federal, State, and local laws and ordinances.

ARTICLE 12. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Agreement that it is not intended by any of the parties to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

ARTICLE 13. SEVERABILITY: Any covenant, term, agreement, or condition contained herein that may be held to be invalid by any court of competent jurisdiction shall be considered deleted from the MOU, but such deletion shall in no way affect any other covenant, term, agreement, and or condition herein contained, so long as such deletion does not materially prejudice T or C or Village in their respective rights under the MOU.

ARTICLE 14. PARAGRAPH HEADINGS. Paragraph headings are for convenient reference and are not intended to limit the scope of any provision of the MOU.

ARTICLE 15. RECORDS AND AUDITS: T or C will maintain detailed records that indicate the date, time, and nature of services rendered. Village upon written request may inspect these records.

ARTICLE 16. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of T or C or Village shall be held personally liable under this MOU or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

ARTICLE 17. RELEASE: Village agrees that upon termination of road maintenance services, it releases T or C, its officers, and employees from all claims, liabilities, and obligations whether based on contract, tort, or any other type of claim arising from or under the MOU. Village further agrees not to bind T or C to any obligation not assumed herein, unless the obligation is contained in a written amendment.

ARTICLE 18. ADDRESS FOR NOTICES: Notices or other correspondence required under this Agreement shall be made at the following addresses, except as changed by written notice to the other party.

City of Truth or Consequences

Attn: City Manager

505 Sims Street

Truth or Consequences, NM 87901

Village of Williamsburg

Attn: Mayor

P.O. Box 150

Williamsburg NM, 87942

ARTICLE 19. AMENDMENTS: This MOU shall not be altered, modified, or amended except by written instrument signed by both parties.

ARTICLE 20. ENTIRE AGREEMENT: All of the agreements, covenants, and understandings between the parties concerning the subject matter of the MOU, have been merged into this written MOU. No prior agreement, covenant, or understanding, oral or written, of the parties or their agents shall be valid or enforceable unless specifically embodied or incorporated by reference herein.

ARTICLE 21. DUPLICATE ORIGINALS: This document shall be executed in no less than two counterparts, each of which shall be deemed an original.

CITY OF TRUTH OR CONSEQUENCES

City Manager

Date

VILLAGE OF WILLIAMSBURG

DeStubblefield
Mayor

10/09/2025
Date

*** REFERENCE ***					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED COST
	Buster Smith	HR	0	\$ 31.30	\$ -
	Brenden Anglin	HR	0	\$ 24.07	\$ -
	Thomas Babalue	HR	0	\$ 16.12	\$ -
	Brian Bean	HR	0	\$ 15.19	\$ -
	Tristan Vandever	HR	0	\$ 15.19	\$ -
	emp blank	HR	0	\$ 14.47	\$ -
	New cat 120 G	HR	0	\$ 46.00	\$ -
	Case Loader 621F	HR	0	\$ 32.50	\$ -
	Cat 120 G blade	HR	0	\$ 46.00	\$ -
	Volvo Dump	HR	0	\$ 35.60	\$ -
	Mack Dump 1	HR	0	\$ 37.60	\$ -
	Mack Dump 2	HR	0	\$ 37.60	\$ -
	Case Backhoe 580M	HR	0	\$ 16.90	\$ -
	Cat Backhoe 420	HR	0	\$ 16.90	\$ -
	Steel Roller	HR	0	\$ 26.20	\$ -
	Rubber Tire	HR	0	\$ 13.00	\$ -
	5000 gal water truck	HR	0	\$ 37.60	\$ -
	Ford 350 2016	HR	0	\$ 15.25	\$ -
	Chevy Truck	HR	0	\$ 15.25	\$ -
	1Ton flatbed	HR	0	\$ 12.00	\$ -
	Street Sweeping	HR	0	\$ 50.00	\$ -
	Signs - No Pole	1 EA	0	\$ 75.00	\$ -
	Signs - w/Pole	1 EA	0	\$ 150.00	\$ -
50lb cold mix bag Installed(labor incld.)	Pot Hole Patch -	1 EA	0	\$ 25.00	\$ -
	Hotmix	1 EA	0	\$ Market Price Plus Labor	\$ -
				TOTAL	\$ -
Village of Williamsburg sign count					
Sign count			Recommended signs add		
stop sign	21		stop sign	\$ 31.00	
25mph	20		25mph	\$ 24.00	
deadend	7		deadend		
slw chld	3		slw chld	\$ 8.00	
	1			\$ -	
	3			\$ -	
spd bump	2		spd bump	\$ -	
fire house	2		fire house	\$ -	
yield to ped	5		yield to ped	\$ -	
neigh watch			neigh watch	\$ -	
sign post	64		sign post	\$ 14.00	

type of sign	qty		PRICE	TOTAL
R1-1: Stop	1	36x36	\$99.16	99.16
R1-2: Yield	1	36x36	\$99.16	99.16
R2-1: Speed Limit	1	24x30	\$55.00	55.00
R3-1: No Right Turn	1	24x30	\$55.00	55.00
R3-2: No Left Turn	1	24x30	\$55.00	55.00
R3-4: No U-Turn	1	24x24	\$55.00	55.00
R4-1: Do Not Pass	1	24x30	\$55.00	55.00
R5-1: Do Not Enter	1	30x30	\$65.00	65.00
R6-1: One Way	1	18x24	\$33.00	33.00
R7-1: No Parking	1	12x18	\$16.50	16.50
R8-3a: No Parking Any Time	1	12x18	\$16.50	16.50
R10-1: Stop Here on Red	1	24x30	\$55.00	55.00
R10-6: Push Button for Walk Signal	1			0.00
W1-1: Curve	1	30x30	\$68.75	68.75
W1-2: Reverse Curve	1	30x30	\$68.75	68.75
W1-4: Reverse Turn	1	30x30	\$68.75	68.75
W1-6: Winding Road	1	30x30	\$68.75	68.75
W2-1: Crossroad	N/A	30x30	\$68.75	68.75
W3-1: Stop Ahead	1	24X18	\$68.75	68.75
W3-2: Yield Ahead	1	30X30	\$68.75	68.75
W4-2: Lane Ends	1	30x30	\$68.75	68.75
W7-1: Hill	1	30X30	\$68.75	68.75
W8-1: Bump	1	30x30	\$68.75	68.75
W8-6: Uneven Lanes	1	30X30	\$68.75	68.75
W11-1: Bicycle Crossing	1	36x36	\$68.75	68.75
W11-2: Pedestrian Crossing	1	36x36	\$68.75	68.75
W12-2: Low Clearance	1	30x30	\$68.75	68.75
W14-1: Dead End	1	30x30	\$68.75	68.75
R3-18: No Turns	1	30x30	\$68.75	68.75
R9-3c: No Bicycles	1	30x30	\$68.75	68.75
R9-2: No Pedestrians	1	30x30	\$68.75	68.75
R9-3b: Bicycle Wrong Way	1	30x30	\$68.75	68.75
W11-1: Bicycle Crossing	1	30x30	\$68.75	68.75
W11-2: Pedestrian Crossing	1	36X36	\$99.16	99.16
W16-7p: Diagonal Arrow	1	30X30	\$68.75	68.75
MUTCD S1-1: School Zone	1	24X30	\$55.00	55.00
S1-1: School Crossing	1	36X36	\$99.16	99.16
S2-1: School Zone Ahead	1	24X30	\$55.00	55.00
W15-1: Playground Warning	1	30X30	\$68.75	68.75
YIELD HERE TO PED	1	24x30	\$55.00	55.00
30MPH SPEED LIMIT	1	24x30	\$55.00	55.00
25MPH SPEED LIMIT	1	24x30	\$55.00	55.00
15MPH SPEED LIMIT	1	24x30	\$55.00	55.00

REDUCE SPEED	1	24x30	\$55.00	55.00
SLOW CHILDREN	1	18X24	\$68.75	68.75
CHILDREN AT PLAY	1	18x24	\$68.75	68.75
SPEED BUMP	1	30x30	\$68.75	68.75
SLOW	1	30x30	\$68.75	68.75
ALLWAY	1	18X6	\$8.25	8.25
4-WAY	1	12X6	\$6.50	6.50
3-WAY	1	12X6	\$6.50	6.50
NO PARKING FIRE LN	1	12X18	\$16.50	16.50
SCHOOL BUS STOP	1	30X30	\$68.75	68.75
WATCH FOR WATER	1	30X30	\$68.75	68.75
DIP	1	24X24	\$44.00	44.00
2LBSPLICEBAR	1			
HARD WARE	1	5/16X3.5"	\$0.95	0.95



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 22, 2025

Agenda Item #: F.2

SUBJECT: Discussion/Action: NM Capital Outlay Grant Agreement A25-J2035 Aging and Long Term Services Dept.

DEPARTMENT: Community Development

DATE SUBMITTED: October 16, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

SJOA Ken James Senior Center received Capital Outlay funding in the amount of \$26,000.00 to purchase walk in freezers/refrigerator. City acts as Fiscal Agent for SJOA funds. No match – reimbursement grant.

Recommendation:

Approve Grant Agreement

Attachments:

- Grant Agreement
-

Fiscal Impact (Finance): Yes

City is the Fiscal Agent – Reimbursement 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 10-22-25

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

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**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 2025, Chapter 159, Section 16, Paragraph 13, 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. [A25-J2035] ("**Project**") June 30, 2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 16, Paragraph 13, Twenty-six Thousand Dollars (\$26,000.00), to purchase walk-in freezers and refrigerators for the Ken James senior center in Truth or Consequences.
- B. Grantee's total reimbursements shall not exceed Twenty-six Thousand Dollars, \$26,000.00 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars, which equals Twenty-six Thousand Dollars ("**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 Article I, the language of the laws cited herein shall control.

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

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:
 - a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and

- b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer

required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee:

- i. Name: Gary Whitehead
 - ii. Title: City Manager
 - iii. Address: 401 McAdoo St., Truth or Consequences, NM 87901
 - iv. Email: gwhitehead@torcnm.org
 - v. Telephone: 575.894.6681

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

- a. Grantee:

- i. Name: Traci Alvarez
 - ii. Title: Assistant City Manager
 - iii. Address: 401 McAdoo St., Truth or Consequences, NM 87901
 - iv. Email: talvarez@torcnm.org
 - v. Telephone: 575.952.0565

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

- a. Department:

- i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505.946.8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

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

V. EARLY TERMINATION

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

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

VII. AMENDMENTS

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

VIII. REPORTING

- A. Database Reporting
 - a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
 - b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement

- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

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

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:
 - a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - 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. ARTICLE XII. 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. 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.

XV. ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

- a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

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

- a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with 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' 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, the 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]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

SPONSOR:
or Designee

By: _____

Title: _____

Date: _____

Office of Secretary:
or Designee

By: _____

Title: _____

Date: _____

Chief Financial Officer:
or Designee

By: _____

Title: _____

Date: _____

Chief Procurement Officer:
or Designee

By: _____

Title: _____

Date: _____

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:
or Designee

By: _____

Title: _____

Date: _____

APPROVED BY GRANTEE:

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: **AGING & LONG-TERM SERVICES DEPARTMENT**

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

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.

NOO Revised: 09-02-2025

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

EXHIBIT B
Request for Payment Form and Certification

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Senior Center (Name): _____
- C. Street Address: _____
(Complete Mailing, including Suite, if applicable)
- _____
- City State Zip
- D. Phone No: _____
- E. Grant No: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (if Applicable): _____
- D. Funds Requested to Date: _____
- E.
- | Date of Invoice | Vendor Name | Amount of Invoice | Amount Applicable to this Grant |
|-----------------|-------------|-------------------|---------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
- Amount Requested this Payment: _____
- F. Reversion Amount (if Applicable): _____
- G. Grant Balance: _____
- H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.
- V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor: _____ Fund No.: _____ Loc No.: _____

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

ALTSD Capital Outlay Bureau Chief

Date

ALTSD Capital Outlay Fiscal Coordinator

Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

Revised 4-20-18

GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs MUST be submitted as soon as grantee payment has cleared.

- ___ RFP # _____ (Verify that you are submitting the correct RFP #)
- ___ A-Code _____ (Verify that you are requesting payment for the correct grant #)
- ___ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- ___ Did you include the grant expiration date, and is it a valid date?
- ___ Has CPMS been updated within the current quarter of RFP submittal?

1st Quarter	July 1 – September 30
2nd Quarter	October 1 – December 31
3rd Quarter	January 1 – March 31
4th Quarter	April 1 – June 30

___ Verify that "Amount of invoice" and "Amount applicable to this Grant" are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
6/10/2025	ADC construction	\$100.00	\$50.00
E X A M P L E			
Amount Requested this Payment:			\$50.00

Are the following required documents included?

RFPs for equipment, construction, and vehicles

- ___ Invoice (All PRs)
- ___ Proof of payment (canceled check/ACH payment) (All PRs)
- ___ Grantee PO (All PRs)
- ___ Approved NOO

Additional supporting documents for Vehicles (all the above and the following):

- ___ Certificate of Origin (all the above and PRs for Vehicles)
- ___ Odometer Disclosure
- ___ Buyers' Agreement

Please ensure VINs on all supporting documents match.

NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

This is for your use only DO NOT submit with RFP

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions

PROJECT DESCRIPTION FORM

SCOPE OF WORK (SOW)

(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** **Ken James Senior Center/City of Truth or Consequences**

2. **Project Title:** **Replace Walk-in Refrigerator/Freezers**

3. **Grant Agreement Number:** **A25-J2035**

4. **Background Narrative:**

In December 2022, one of our 2 walk-in Refrigerator/Freezer units stopped functioning. After contacting a technician to repair, we were informed that parts were no longer available for the units, necessitating a replacement of the compressor and related parts.

5. **Work Plan:**

To purchase and install new units and any associated replacement parts to existing walk-in freezer and refrigerator units including removal and disposal of old. All procedures of the State of New Mexico Procurement Code will be followed.

6. **Budget Detail:**

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	ALTSD Funds
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		26,000.00
Vehicle Purchase		
Other Costs (specify)		
AIPP (if applicable)		
Totals		26,000.00

7. **Performance Measures:** The task is to ensure and provide adequate holding of food products to safely serve our senior meals. Provide equipment to keep proper temperatures for food safety. We will measure the task by tracking the number of meals served daily to our seniors.

8. **Results Expected:** We will serve our community with meals that meet the required food and safety requirements to ensure health and well-being, as well as food security and nutrition.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones.
(These are only examples. Insert milestones specific to the proposed project.)

RFP/Quotes Secured	1 month
Bid Closing	N/A
Bid Award to Contractor/Vendor	N/A
<u>Choose the appropriate project type from below:</u>	<u>Type the number of months appropriate to the project type:</u>
Meals Equipment -- Purchase and Install	9 months
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles -- Purchase and Equip	
Project Completion & Review	9 months
Submit <u>Exhibit 1 – Monthly / Final Report Form & Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	5/31/2026

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Crystal Walton
 Title: Executive Director, Sierra Joint Office on Aging
 Address: 360 W. 4th Ave., Truth or Consequences, NM 87901
 Email: cwalton@seniorcenter-sjoa.org
 Phone: 575-894-6641

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

NOTICE: The Grant Application, if approved for funding by the Aging and Long-Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

1 of Zia in Sandoval county;

2 13. twenty-six thousand dollars (\$26,000) to
3 purchase walk-in freezers and refrigerators for the Ken James
4 senior center in Truth or Consequences in Sierra county;

J2035

5 14. one million dollars (\$1,000,000) to address
6 emergency needs, including renovations, code compliance and
7 the purchase and installation of furnishings, and to purchase
8 and equip vehicles and meals equipment and for the delivery
9 and installation of building systems at senior centers
10 statewide; and

J2036

11 15. ten million dollars (\$10,000,000) to plan,
12 design, construct, renovate, furnish and equip facilities and
13 to purchase vehicles and meal equipment for senior centers
14 statewide. In determining how to prioritize funds, the
15 department shall consider project readiness; capacity of the
16 grantee to expend funds, including progress with spending
17 previous appropriations; criticality of need, including
18 projects that eliminate a risk or hazard to public health or
19 safety that immediately endangers occupants of a facility;
20 vehicles or equipment in need of immediate replacement to
21 support continuous service delivery; and projects for which
22 available funding is sufficient to support completion of a
23 project or a functional phase of a project.

J2037

24 SECTION 17. BERNALILLO COUNTY METROPOLITAN COURT
25 PROJECT--GENERAL FUND.--One million eight hundred thousand

Commitment Control Budget Details

Business Unit	Ledger Group	Fund	Dept	Account	Bud Ref	Class
62400	APROP_P	93100	A25J2035	400	92624	J2035

[Display Chart](#)[Previous](#)[Next](#)[Return to Inquiry Criteria](#)

Ledger Amounts

Max Rows
Attributes

Budget:	26,000.00	USD		
Expense:	0.00	USD		
Encumbrance:	0.00	USD		
Pre-Encumbrance:	0.00	USD		

[Parent / Children](#)
Associated Budgets

Associate Revenue 0.00 USD

Available Budget

Without Tolerance	26,000.00	USD	Percent	(100%)
With Tolerance	26,000.00	USD	Percent	(100%)

Budget Exceptions

Exception Errors	0	Exception Warnings	0	Budget Exceptions
------------------	---	--------------------	---	-------------------

[Return to Search](#)[Notify](#)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 22, 2025

Agenda Item #: F.3

SUBJECT: Purchases Over \$60,000.00
DEPARTMENT: Finance
DATE SUBMITTED: October 17, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

F. CONSENT CALENDAR

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$20,000. 00).

Recommendation:

Items \$60,000 and over for Commission approval prior to issuing a purchase order.

Attachments:

- ITB #2025-09-007 SHOVEL READY PROJECT 1-NOTICE OF AWARD- J & H SERVICES INC.-LOWEST BIDDER

Fiscal Impact (Finance): N/A

Yes, see attached: **Multi-Funding Sources: \$5,765,435.12**

Legal Review (City Attorney): N/A

Yes, Contract Agreement

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☒ Finance ☒ Legal ☒ Other: Wilson & Co.

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 10/22/2025

Rolf Hechler
Mayor



Destiny Mitchell
Commissioner

Amanda Forrister
Mayor Pro-Tem

Ingo Hoeppner
Commissioner

Merry Jo Fahl
Commissioner

Gary Whitehead
City Manager

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

October 17, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: ITB #2025-09-007 SHOVEL READY PROJECT 1- NOTICE OF AWARD

The Procurement Department along with Community Development and Wilson & Company issued an Invitation to Bid for the Shovel Ready Project 1. Shovel ready project beginning on Cook Street Tank in alignment on to Broadway Street, proceeding from Henson Street terminating at Morgan Street. The waterline project lowest qualified bidder is J&H Services.

There were (4) responsive bids submitted, J& H Services has been selected for contract award. We are requesting Commission approval to move forward with the project. Attached packet includes intent to award, bid tabulation and agreement. I will defer to Traci Alvarez, Assistant City Manager, in my absence as I will be away at conference. Thank you.

Please, review the attached documents and approve the requested procurement. Thank you.

Multi-Funding Sources : \$5,765,435.12

Regards,


Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/ Tabled: _____

Notes: _____ Requisition #95439

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

October 16, 2025

T or C Shovel Ready Bidders

To Whom it May Concern,

Re: Notice of Intent: City of Truth or Consequences Shovel Ready Water Projects 1

Thank you for your interest and bid on the Shovel Ready Water Project. Your time and effort were much appreciated.

Bids were received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, on Thursday, October 9th, 2025, until 2:00 pm MST local time. At 2:15 pm MST, October 9, 2025, the bids were moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM to be publicly opened and read. The following bids were received:

No.	Company	Base Bid (excl. NMGR)
1	J & H Services Inc	\$5,319,894.00
2	SMITHCO Construction, Inc.	\$5,509,102.00
3	DUB-L-EE LLC	\$5,996,682.84
4	TLC Company, Inc	\$6,405,829.00

A complete tabulation of bids is attached. The evaluation of the bid is based on the Base Bid. Four bids were received from J & H Services Inc, Smithco Construction Inc, DUB-L-EE LLC, and TLC Company Inc. The low bidder was J & H Services Inc based on the Base Bid.

Based on the information provided we, therefore, will proceed with awarding the contract for the City of Truth or Consequences Shovel Ready Water Projects 1 to J & H Services Inc for a total contract award amount of \$5,319,894.00, excluding NMGR with a the NMGR of \$445,541.12, for a total contract amount of \$5,765,435.12 w/ NMGR.

Sincerely,

Jocelyn Holguin

Finance Director/ CPO
City of Truth or Consequences

Bid Tabulation						
ITEM NO.	DESCRIPTION	SPEC NUMBER	UNIT	ESTIMATED QTY	UNIT PRICE	COST
			Engineer's Estimate			
ALLOWANCES AND MISCELLANEOUS						
1	Individuals & Communities	01 0200	LS	1		
2	General Population		LS	1		
3	General Transportation and Protection		LS	1		
4	Contributor Services to include training, travel and identifying project insurance.		LS	1		
5	Travel, Lodging	01 0200 PERMIT ALLOWANCE				
6	Utility Station	01 0200	ALLOW	1		
7	General Training Material	01 0200	ALLOW	1		
8	Infrastructure Utility Station	01 0200	ALLOW	1		
9	Utility Programming Materials		ALLOW	1		
10	Individuals & Communities					
IMPROVEMENTS TO EXISTING INFRASTRUCTURE						
10	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
11	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
12	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
13	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
14	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
15	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
16	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
17	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
18	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
19	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
20	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
21	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
22	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
23	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
24	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
25	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
26	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
27	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
28	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
29	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
30	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
31	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
32	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
33	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
34	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
35	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
36	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
37	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
38	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
39	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
40	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
41	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
42	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
43	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
44	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
45	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
46	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
47	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
48	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
49	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
50	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
51	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
52	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
53	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
54	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
55	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
56	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
57	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
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60	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
61	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
62	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
63	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
64	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
65	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
66	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
67	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
68	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
69	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
70	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
71	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
72	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
73	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
74	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
75	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
76	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
77	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
78	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
79	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
80	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
81	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
82	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
83	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
84	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
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86	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
87	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
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89	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
90	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
91	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
92	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
93	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
94	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
95	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
96	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
97	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
98	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
99	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
100	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
101	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
102	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
103	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
104	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
105	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
106	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
107	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
108	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
109	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
110	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
111	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
112	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
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117	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
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119	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
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121	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
122	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
123	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
124	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
125	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
126	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
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129	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
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131	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
132	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
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135	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
136	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
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144	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
145	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	126		
146	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	1,547		
147	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
148	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	2,940		
149	10" Watermain (C400 10" Pipe Breaks)	APWPA 001.22.1.001.02.18	LF	5,544		
150	10" Watermain (C4					

[illegible]

Simplified Conversion Table		
Inventory Conversion Unit Price	Converted	Inventory Conversion Unit Price
ALL INFORMATION FROM PREVIOUS EDITION		
\$750.000.000	\$2.750.000.000	\$250.000.000
\$1.000.000.000	\$3.500.000.000	\$333.333.333
\$1.250.000.000	\$4.375.000.000	\$396.666.667
\$1.500.000.000	\$5.250.000.000	\$458.333.333
\$1.750.000.000	\$6.125.000.000	\$520.000.000
\$2.000.000.000	\$7.000.000.000	\$583.333.333
\$2.250.000.000	\$7.875.000.000	\$645.833.333
\$2.500.000.000	\$8.750.000.000	\$708.333.333
\$2.750.000.000	\$9.625.000.000	\$770.833.333
\$3.000.000.000	\$10.500.000.000	\$833.333.333
\$3.250.000.000	\$11.375.000.000	\$895.833.333
\$3.500.000.000	\$12.250.000.000	\$958.333.333
\$3.750.000.000	\$13.125.000.000	\$1.020.833.333
\$4.000.000.000	\$14.000.000.000	\$1.083.333.333
\$4.250.000.000	\$14.875.000.000	\$1.145.833.333
\$4.500.000.000	\$15.750.000.000	\$1.208.333.333
\$4.750.000.000	\$16.625.000.000	\$1.270.833.333
\$5.000.000.000	\$17.500.000.000	\$1.333.333.333
\$5.250.000.000	\$18.375.000.000	\$1.395.833.333
\$5.500.000.000	\$19.250.000.000	\$1.458.333.333
\$5.750.000.000	\$20.125.000.000	\$1.520.833.333
\$6.000.000.000	\$21.000.000.000	\$1.583.333.333
\$6.250.000.000	\$21.875.000.000	\$1.645.833.333
\$6.500.000.000	\$22.750.000.000	\$1.708.333.333
\$6.750.000.000	\$23.625.000.000	\$1.770.833.333
\$7.000.000.000	\$24.500.000.000	\$1.833.333.333
\$7.250.000.000	\$25.375.000.000	\$1.895.833.333
\$7.500.000.000	\$26.250.000.000	\$1.958.333.333
\$7.750.000.000	\$27.125.000.000	\$2.020.833.333
\$8.000.000.000	\$28.000.000.000	\$2.083.333.333
\$8.250.000.000	\$28.875.000.000	\$2.145.833.333
\$8.500.000.000	\$29.750.000.000	\$2.208.333.333
\$8.750.000.000	\$30.625.000.000	\$2.270.833.333
\$9.000.000.000	\$31.500.000.000	\$2.333.333.333
\$9.250.000.000	\$32.375.000.000	\$2.395.833.333
\$9.500.000.000	\$33.250.000.000	\$2.458.333.333
\$9.750.000.000	\$34.125.000.000	\$2.520.833.333
\$10.000.000.000	\$35.000.000.000	\$2.583.333.333
\$10.250.000.000	\$35.875.000.000	\$2.645.833.333
\$10.500.000.000	\$36.750.000.000	\$2.708.333.333
\$10.750.000.000	\$37.625.000.000	\$2.770.833.333
\$11.000.000.000	\$38.500.000.000	\$2.833.333.333
\$11.250.000.000	\$39.375.000.000	\$2.895.833.333
\$11.500.000.000	\$40.250.000.000	\$2.958.333.333
\$11.750.000.000	\$41.125.000.000	\$3.020.833.333
\$12.000.000.000	\$42.000.000.000	\$3.083.333.333
\$12.250.000.000	\$42.875.000.000	\$3.145.833.333
\$12.500.000.000	\$43.750.000.000	\$3.208.333.333
\$12.750.000.000	\$44.625.000.000	\$3.270.833.333
\$13.000.000.000	\$45.500.000.000	\$3.333.333.333
\$13.250.000.000	\$46.375.000.000	\$3.395.833.333
\$13.500.000.000	\$47.250.000.000	\$3.458.333.333
\$13.750.000.000	\$48.125.000.000	\$3.520.833.333
\$14.000.000.000	\$49.000.000.000	\$3.583.333.333
\$14.250.000.000	\$49.875.000.000	\$3.645.833.333
\$14.500.000.000	\$50.750.000.000	\$3.708.333.333
\$14.750.000.000	\$51.625.000.000	\$3.770.833.333
\$15.000.000.000	\$52.500.000.000	\$3.833.333.333
\$15.250.000.000	\$53.375.000.000	\$3.895.833.333
\$15.500.000.000	\$54.250.000.000	\$3.958.333.333
\$15.750.000.000	\$55.125.000.000	\$4.020.833.333
\$16.000.000.000	\$56.000.000.000	\$

[illegible]

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between The City of Truth or Consequences ("Owner") and [J & H Services Inc] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes the replacement and new installation of approximately 19 linear feet (LF) of 4-inch waterline, 970 LF of 6-inch waterline, 2,860 LF of 8-inch waterline, 3,959 LF of 10-inch waterline, and 5,647 LF of 12-inch C-900 DR-18 PVC waterline using open trench methods. It also includes the installation of approximately 74 LF of 18-inch steel casing by jack and bore, as well as 170 LF of 8-inch fusible PVC and 456 LF of 12-inch fusible PVC waterline segments installed by horizontal directional drilling. Some of the waterline replacements will occur within NMDOT right-of-way.

The scope of work also includes the installation of a 300,000-gallon storage tank, cathodic protection, and a transducer, along with the replacement of water service lines and the installation of valves, meters, hydrants, and connections to the existing system. Roadway work consists of asphalt removal and replacement to facilitate trenching and site restoration.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Truth or Consequences Shovel Ready Water Projects 1**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Wilson & Company Inc., Engineers & Architects ("Engineer")** to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the **Wilson & Company Inc., Engineers & Architects ("Engineer")**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **370** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **400** days after the date when the Contract Times commence to run.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. **Substantial Completion:** Contractor shall pay Owner **\$1,570.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,570.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5— CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
ALLOWANCES AND MISCELLANEOUS					
1	Mobilization & Demobilization	LS	1	\$480,000.00	\$480,000.00
2	SWPPP Preparation	LS	1	\$6,500.00	\$6,500.00
3	SWPPP Implementation and inspection	LS	1	\$10,500.00	\$10,500.00

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
4	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	\$120,000.00	\$120,000.00
5	Traffic Control	LS	1	\$171,000.00	\$171,000.00
6	Utility Relocation	ALLW	1	\$75,000.00	\$75,000.00
7	Material Testing Allowance	ALLW	1	\$30,000.00	\$30,000.00
8	Subsurface Utility Locating	ALLW	1	\$100,000.00	\$100,000.00
9	SCADA Programing Allowance	ALLW	1	\$4,000.00	\$4,000.00
9a	Residential Meters	ALLW	1	\$15,200.00	\$15,200.00
IMPROVEMENTS TO DISTRIBUTION SYSTEM					
10	4" Waterline C-900 DR-18 PVC Pipe Installed	LF	125	\$38.00	\$4,750.00
11	6" Waterline C-900 DR-18 PVC Pipe Installed	LF	1,147	\$44.00	\$50,468.00
12	8" Waterline C-900 DR-18 PVC Pipe Installed	LF	2,890	\$53.00	\$153,170.00
13	10" Waterline C-900 DR-18 PVC Pipe Installed	LF	3,989	\$64.00	\$255,296.00
13a	12" Waterline C-900 DR-18 PVC Pipe Installed	LF	5,544	\$76.00	\$421,344.00
13b	Furnish and Install 16-inch steel casing for Main St. crossing, (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	12	\$265.00	\$3,180.00
15	Furnish and Install 18-inch steel casing for N. Date St. crossing, (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	74	\$750.00	\$55,500.00
16	Furnish and Install 12-inch C900 FPVC for S Broadway St Alignment crossing, (include trenchless installation, all materials, labor, restraints, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	497	\$455.00	\$226,135.00

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
17	Furnish and Install 8-inch C900 FPVC for Second Ave Alignment crossing, (include trenchless installation, all materials, labor, restraints, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	170	\$255.00	\$43,350.00
19	4" PVC pipe restrained coupling installed Series	EA	14	\$1,650.00	\$23,100.00
20	6" PVC pipe restrained coupling installed Series	EA	7	\$1,740.00	\$12,180.00
20a	8" PVC pipe restrained coupling installed Series	EA	8	\$2,000.00	\$16,000.00
22	12" PVC pipe restrained coupling installed Series	EA	4	\$2,500.00	\$10,000.00
23	4" Gate Valves w/ Valve Can, CIP 2333	EA	2	\$2,200.00	\$4,400.00
24	6" Gate Valves w/ Valve Can, CIP 2333	EA	16	\$2,500.00	\$40,000.00
25	8" Gate Valves w/ Valve Can, CIP 2333	EA	23	\$3,400.00	\$78,200.00
26	10" Gate Valves w/ Valve Can, CIP 2333	EA	18	\$4,500.00	\$81,000.00
26a	12" Gate Valves w/ Valve Can, CIP 2333	EA	10	\$5,600.00	\$56,000.00
28	1 "Combination Air Release Valve (CARV) Assembly	EA	4	\$8,100.00	\$32,400.00
29	3 1/2'-Depth Fire Hydrant w/ Piping, Valves, and Connection	EA	12	\$9,200.00	\$110,400.00
30	3 1/2'-Depth Flush Hydrant w/ Piping, Valves, and Connection	EA	4	\$7,000.00	\$28,000.00
31	Pressurized Waterline Connections, CIP	EA	32	\$4,700.00	\$150,400.00
32	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	19,686	\$8.00	\$157,488.00
33	Mechanically Restrained Joints, DI & PVC, 4"-8", CIP	EA	279	\$430.00	\$119,970.00
34	Mechanically Restrained Joints, DI & PVC, 10"-12", CIP	EA	163	\$900.00	\$146,700.00
35	Mechanically Restrained Joints, DI & PVC, 14"-16", CIP.	EA	1	\$1,000.00	\$1,000.00

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
35a	Water Meter Box Remove & Replace (by Open Trench) (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP (CU-107)	EA	47	\$2,200.00	\$103,400.00
35b	Water Meter Box Remove & Replace (Trenchless) (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP (CU-107)	EA	21	\$2,500.00	\$52,500.00
37	6" Pipe Cut and Cap existing line to include two Caps, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	14	\$2,900.00	\$40,600.00
37a	8" Pipe Cut and Cap existing line to include two Caps, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	26	\$3,000.00	\$78,000.00
39	12" Pipe Cut and Cap existing line to include two Caps, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	2	\$4,300.00	\$8,600.00
40	14" Pipe Cut and Cap existing line to include two Caps, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	1	\$6,100.00	\$6,100.00
41	Dewatering of Trench and Bore Pits, CIP	LF	750	\$380.00	\$285,000.00

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
ROADWAY					
41a	Asphalt Roadway, Remove, Dispose and Replace with SP IV, 3" Thick for Residential Streets, include Base Course and, Subgrade Prep, CIP	SY	6,138	\$55.00	\$337,590.00
41b	Asphalt Roadway, Remove, Dispose and Replace with SP III, 4" Thick for NMDOT ROW, include Base Course and Subgrade Prep, CIP	SY	329	\$60.00	\$19,740.00
45	Remove and replace Curb and Gutter, CIP	LF	64	\$77.00	\$4,928.00
46	Remove and replace Sidewalk including Remove and Replace Sidewalk Ramp to Existing Design", CIP	SY	280	\$121.00	\$33,880.00
47	Concrete Spillway, 6" Thick, Reinforced PC Concrete, CIP	SF	506	\$35.00	\$17,710.00
ELECTRICAL / CONTROLS					
48	Cook St Tank Transducer Installation (Electrical), CIP	LS	1	\$82,000.00	\$82,000.00
STORAGE TANK					
49	Site Grading/Excavation	CY	1,000	\$23.00	\$23,000.00
50	Engineered Fill/Subgrade Prep for Tank Foundation, Including Compaction and Testing	CY	630	\$62.00	\$39,060.00
51a	Furnish and Install 18-in Rip/Rap	CY	7	\$375.00	\$2,625.00
52	Furnish and Install 0.300 Million Gallon Welded Steel Tank, AWWA D100-11, CIP	LS	1	\$567,000.00	\$567,000.00
53	Tank Foundation, Installed	LS	1	\$53,000.00	\$53,000.00
54	Furnish and Install Cathodic Protection for Tank, CIP	LS	1	\$30,000.00	\$30,000.00
55	Furnish and Install 18-Inch DIP, Including Trenching and Compacted Backfill, per APWA Standard Spec. 801, CIP	LF	301	\$195.00	\$58,695.00
56	Ductile Iron MJ fittings, class 250, 18" Waterlines incl. Joining Material	LB	3,795	\$13.00	\$49,335.00
57	18" Gate Valves w/ Valve Can, CIP	EA	3	\$31,000.00	\$93,000.00
58	4 1/2'-Depth Flush Hydrant w/ Piping Valves, and Connection	EA	1	\$10,000.00	\$10,000.00
59	Furnish and Install 18-Inch DI Mechanically Restrained Joint Assembly, per APWA Standard Spec. 801, CIP	EA	20	\$1,575.00	\$31,500.00
CONSTRUCTION SUBTOTAL					\$5,319,894.00
NMGRT (8.375%)					\$445,541.12

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
TOTAL PROJECT COSTS					\$5,765,435.12

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **[25th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 100 percent of the value of the Work completed (with the balance being retainage).
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of **1.5** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **seventy-four (74)** sheets with each sheet bearing the following general title: **City of Truth or Consequences Shovel Ready Water Projects 1**
 - 7. Addenda (numbers [1] to [4], inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid**
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Funding*

- A. 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, the Owner may immediately terminate this Agreement by giving Contractor written notice of such termination. The Owner'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 the Owner or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Owner or the Department.
- B. This contract is funded in whole or in part by funds made available under a New Mexico Finance Authority Agreement. Should the New Mexico Finance Authority early terminate the grant agreement, the Owner may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Owner's only liability shall be to pay Contractor or vendor for acceptable goods delivered and services rendered before the termination date.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [] (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Address:

Address:

Phone:

Phone:

Email:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.:

(where applicable)

State:

BOARD OF CITY COMMISSIONERS

42. Notices.

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

To: City of Truth or Consequences

Jocelyn Holguin, Finance Director/Chief Procurement Officer

505 Sims Street Truth or Consequences, NM 87901

To: CONTRACTOR

Printed Name:

Address:

By: _____ Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

By: _____ Date: _____

Gary Whitehead, City Manager

Project Manager:

Project Manager:

Traci Alvarez

Assistant City Manager

City of Truth or Consequences

575-952-0565

talvarez@torcnm.org

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of _____, 2025.

Rolf Hechler, Mayor

Attest:

Angela Torres

City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____

Jocelyn Holguin, Finance Director/ CPO

City of Truth or Consequences

NOTICE OF AWARD

Date of Issuance:

Owner:	Truth or Consequences, New Mexico	Owner's Project No.:	2025-09-007
Engineer:	Wilson & Company, Inc.	Engineer's Project No.:	2500015900
Project:	City of Truth or Consequences Shovel Ready Water Projects 1		
Contract Name:	City of Truth or Consequences Shovel Ready Water Projects 1		
Bidder:	J & H Services Inc		
Bidder's Address:	6616 Gulton Ct NE, Suite 90, Albuquerque, NM 87109		

You are notified that Owner has accepted your Bid dated [10/09/2025] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Project includes the following Work:

The project includes the replacement and new installation of approximately 19 linear feet (LF) of 4-inch waterline, 970 LF of 6-inch waterline, 2,860 LF of 8-inch waterline, 3,959 LF of 10-inch waterline, and 5,647 LF of 12-inch C-900 DR-18 PVC waterline using open trench methods. It also includes the installation of approximately 74 LF of 18-inch steel casing by jack and bore, as well as 170 LF of 8-inch fusible PVC and 456 LF of 12-inch fusible PVC waterline segments installed by horizontal directional drilling. Some of the waterline replacement will occur within NMDOT right-of-way.

The scope of work also includes the installation of a 300,000-gallon storage tank, cathodic protection, and a transducer, along with the replacement of water service lines and the installation of valves, meters, hydrants, and connections to the existing system. Roadway work consists of asphalt removal and replacement to facilitate trenching and site restoration.

The Contract Price of the awarded Contract is \$[5,319,894.00 excluding NMGR]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **The City of Truth or Consequences, New Mexico**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Engineer