*Rolf Hechler*
*Mayor*

*Destiny Mitchell*
*Mayor Pro-Tem*

*Amanda Forrister*
*Commissioner*

*Ingo Hoeppner*
*Commissioner*

*Chaz M. Glines*
*Commissioner*

*Gary Whitehead*
*City Manager*

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

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, FEBRUARY 11, 2026; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION
   1. ROLL CALL
      Hon. Rolf Hechler, Mayor
      Hon. Destiny Mitchell, Mayor Pro-Tem
      Hon. Amanda Forrister Commissioner
      Hon. Ingo Hoeppner, Commissioner
      Hon. Chaz Glines, Commissioner

   2. SILENT MEDITATION
   3. PLEDGE OF ALLEGIANCE
   4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

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

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

F. ORDINANCES/RESOLUTIONS/ZONING
    1. Discussion/Action: Resolution No. 36 25/26 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
    2. Discussion/Action: Resolution No. 37 25/26 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
    3. Discussion/Action: Revised Notice of Intent and Resolution No. 38 25/26 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund. Assistant City Manager Alvarez
    4. Discussion/Action: Resolution No. 39 25/26 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund. Assistant City Manager Alvarez
    5. Discussion/Action: Resolution No. 40 25/26 Approve Resolution and Purchase Agreement pertaining to the Sale of 612 E. 2nd Street, Truth or Consequences, New Mexico. City Manager Whitehead

G. NEW BUSINESS
    1. Discussion/Action: Best Friends Grant. Tara Manning, Animal Shelter Supervisor
    2. Discussion/Action: Contract Agreement Amendment Proposal – Wilson & Co. Critical Waterline Project. Assistant City Manager Alvarez
    3. Discussion/Update: Capital Project List. Assistant City Manager Alvarez
    4. Discussion/Action: Fire Department presentation request for purchase of Spartan ERV 500-Gal Pumper on International HV5. Fire Chief Tooley
    5. Discussion/Action: Approval of Purchase Requisitions over $60,000. Jocelyn Holguin, Chief Financial Officer
        a. Spartan ERV 500-Gal Pumper on International HV5
        b. Baker Utility Supply Corp.
    6. Discussion/Action: Talon Septic Lease Agreement. City Manager Whitehead
    7. Discussion/Action: Quiet Title Request – 700 Fir Street. City Manager Whitehead
    8. Discussion/Action: Approval of records inventory list for destruction. City Clerk Torres
    9. Discussion/Action: Review, Approve and/or Allocate Funds to the Geronimo Springs Museum/Sierra County Historical Society for the Historical Mural at Geronimo Springs Museum. City Clerk Torres
    10. Discussion/Action: Review, Approve and/or Allocate Funds to the Veterans Memorial Park & Museum for the Billboard Vinyl. City Clerk Torres
    11. Discussion/Action: Review, Approve and/or Allocate Funds to the Veterans Memorial Park & Museum for the Brochure Reprint. City Clerk Torres

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

I. RETURN TO REGULAR SESSION; ACTION (if any)
    1. Threatened & Pending Litigation (Dianne Gunning) pursuant to 10-15-1(H.7).

J. 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 FEBRUARY 25, 2026 AT 4:00 P.M.**

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE**: February 11, 2026

*Agenda Item #:* E.1

**SUBJECT:** City Commission Regular Minutes, January 16, 2026
**DEPARTMENT:** City Clerk's Office
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer
**WHO WILL PRESENT THE ITEM: Consent Calendar**

***Summary/Background:***

Minutes approval.

***Recommendation:***

Approve the minutes.

***Attachments:***

- Minutes

-

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

$0.00

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

None.

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☒ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 2-11-26

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
FRIDAY, JANUARY 16, 2026

## A. CALL TO ORDER:

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

## B. INTRODUCTION:

### 1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer
Luis Tavizon, Chief of Police
Sonya Renfro, Utility Office Supervisor
Jamie Foreman, Water/Wastewater Supervisor
Wyatt Graves, Service Center Supervisor

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

### 2. SILENT MEDITATION:

Mayor Hechler: We had a pillar of our community pass a couple days ago, Cookie Johnson. I've known of Cookie ever since I moved to Truth or Consequences and became really friendly with her in 2005 when she helped my wife get through breast cancer. Her illness took her really quickly and wasn't ready for her. But she's going to be missed. She's had a rough time the last few months, her husband is a dementia patient now at the Veteran's Administration. Ironically enough, she was a leading investigator at the Veteran's Administration earlier in her career. She has done a lot for our community as a former mayor, served on the Spaceport Committee, I served on the Hospital Committee with her, and I know she is going to be missed by our community and everyone in it. For

our next fifteen seconds, please keep her and her family in mind and in our prayers. Thank you.

Mayor Hechler called for fifteen seconds of silent meditation.

### 3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for Merry Jo Fahl to lead the Pledge of Allegiance.

### 4. APPROVAL OF AGENDA:

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

Mayor Hechler: Before we move onto item five, I'd like to take care of one quick order of business, recognizing the efforts and the work of our most recent retired Commissioner, Merry Jo Fahl. I want to thank you for your service, I enjoyed working with you. I know that you love this community, and everything that happens to this community weighs heavy on you. You worked really hard to get us through the last four years. We accomplished a lot with your help and assistance, and it was really nice working with you.

Mayor Pro-Tem Forrister: It's been an absolute pleasure. Not everybody gets our humor and our back and forth with each other, I'm sure Jay cringes sometimes when you and I are doing things, but we understand each other and it's been a pleasure working with you.

Commissioner Mitchell: At the last Commission meeting in December, I said some very nice things about you and I don't remember what they are now. You and I have served on numerous boards throughout the past twenty-five years, and this was an absolute blast. I really admire your strength, your courage, and the values that you stand for. I think you were a very reasonable voice on our Commission, and you were much appreciated.

Commissioner Hoeppner: It was a pleasure working with you, you are an absolute powerhouse, you're making big differences in this town. Moving forward, you're not finished yet, there are many projects still open where your knowledge and passion is needed. I'm looking forward to working with you in the future on certain projects.

Mayor Pro-Tem Forrister: Yeah, we still have to do our gameshow.

Mayor Hechler: As we proceed, we're actually going to give you two awards, because you're so special. One is a plaque, which is your public service award, "Honoring Merry Jo Fahl, Commissioner from 2022-2025 in recognition of your outstanding dedication, commitment, and support to the city of Truth or Consequences." That's our standard

thing. As a special award, this is a "Recognition certificate of service presented to Merry Jo Fahl, City Commissioner. In recognition of your years of dedicated service, leadership, and commitment to the citizens of the City of Truth or Consequences, New Mexico. Your leadership and steadfast guidance regarding the many complicated issues facing our community have made a positive and everlasting impact. Presented with sincere gratitude and best wishes for your future endeavors, December 17th, 2025." We were going to give it to you then, but what's nice about this is that we've all signed it, the Commissioners that work with you, because I think you need to remember who we are, and it's something that you can put on your wall. I would be proud to do that if I received something like this. With that, let's all congregate in the front and do a photo op.

## 5. DISCUSSION/ACTION/RE-ORGANIZATION: SELECTION OF A MAYOR & MAYOR PRO-TEM.

Mayor Hechler: Since this is our first meeting of the year, what generally happens when we have a new Commissioner or new Commissioners, is we go through re-organization. With that, today we need to pick a mayor, we also need to pick a Mayor Pro-Tem. I'll open it up if there's any discussion, if not I'll entertain motions, however you'd like to do it.

Mayor Pro-Tem Forrister: I'd like to start. I think we are in good hands here with our Mayor, I think you still have lots of good work to do. I think our community appreciates what you've been doing.

**Mayor Pro-Tem Forrister made a motion to nominate Commissioner Hechler to serve as Mayor. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

Mayor Hechler: Thank you folks. I'm honored and I promise I will continue to work as hard as I can for this community. I've chosen to make this community my home, I want to make it better, we all feel that way, so thank you for the honor and I'd be glad to accept it.

Mayor Pro-Tem Forrister: I would also like to pass the torch down the line as Mayor Pro-Tem.

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

Mayor Pro-Tem Mitchell: Thank you.

## C. PUBLIC COMMENT (3 Minute Rule Applies):

Steve Bauers addressed the Commission with comments related to:

- I live at 600 N Foch. Most of you are new faces since I've talked to you last, so I'll give you my spiel. In the 90's, I went back to school and I got licensed with the Bonneville Power Administration to do energy audits and inspections. As it is today, the cheapest power available for business, for utility companies, for residential, is conservation. Insulation, weather stripping, caulking, saves so much money, and it's a forever thing. Owning our own utility company, we have a great possibility to really lower our utility rates, or our utility consumption. Less power for the city to buy and less power for people in our community to buy, with just simple insulation and caulking. It's amazing the difference it will make.
- The other thing I want to mention is to the Police Officers, because I live at 6th and Foch, I watch people run that stop sign almost hourly, I don't mean a rolling stop, they run the stop sign without even slowing down quite often. There are children catching busses there, there are people walking their dogs, there are elderly people, bicyclists, it's really a dangerous situation. Monitoring that intersection, especially with a vehicle, one of your police vehicles parked three doors down, it's just appalling to me how people can run a stop sign with a cop car right there. Just put somebody in it now and then. You could greatly reduce the danger on that corner. That's it, thank you.

Stacy Blum-Hay addressed the Commission with comments related to:

- I live at 595 South Foch Street and I'm a board member of the Sierra County Arts Council, and we are requesting that two of us on the board would like to be part of the art in public places selection committee, when that happens. That's what I'm asking, it would be myself and Shennoah Bree. Thank you.

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

- I have some quick updates on what MainStreet has been up to. Since wrapping up all the Christmas and holiday stuff, we took a little bit of a break, and now we're back to it in January. We have a litter clean up coming up on the 24th, Saturday a week from tomorrow. Part of the Clean and Beautiful grant that we get jointly with the city. At 1pm on the 24th, we're meeting at the Healing Waters Plaza, then we'll spread out around town and clean up. We're just trying to get folks from the community out to help pick up trash and make our town look a little bit nicer. That's all part of the in-kind hours that we have toward that grant. So those volunteer hours help us to continue getting these Clean and Beautiful grants every year.
- The Foch project is underway. They're finally out working on the street, and things are going fairly smoothly, I've been working closely with Assistant City Manager Alvarez to communicate with the businesses, sending out weekly emails to let them know what's happening that week, and as things move forward if they need to know any changes in the plan, or updates.
- Our wayfinding project, which we've been working on for nearly a year and a half now, is nearing completion. The team from New Mexico MainStreet is putting the

last details on the draft final plan, and we plan to bring that to you guys at the meeting on the 28th for any last input you may have on that, and then we hope that you would consider a vote of support, not any kind of financial obligation, but just a vote in support of the plan, and of installing these signs, then we will seek grant funding to actually be able to fund this.

- We're gearing up for the Levitt music series. In the beginning of February, I along with two board members from MainStreet, are going to the Levitt Learning Conference, and we hope that they give us a lot more information about what they expect from the grant, and how to put these shows together. Our plan it, then in February when we come back armed with all that knowledge, we will schedule dates, get performers, and hopefully by the beginning of March, have everything for the first season on the calendar. Just as a reminder, those will all be free, outdoor shows at Ralph Edwards Park.
- Finally, we are gearing up Fiesta planning for this year, we've already had a couple of meetings with our core planning team, that is made up of myself, Mayor Pro-Tem Mitchell, who is in an advisory role this year, we have a new coordinator. We are having our first general volunteer meeting on Tuesday the 20th at the museum, it's right before the Police open house, so we're going to have ours be a quick one, and then send everyone over to the Police Station. Tuesday, the 20th at 5pm, if you're interested in volunteering, please come. Thank you!

**D. REPORTS:**

**City Manager Whitehead reported the following:**

- Congratulations to our new Commission. I look forward to continuing to work with each of you on some exciting things that we have in front of us this coming year. I will try to keep my report as simple as we can, we're back to normal, so we will have our department heads reporting to you as well this morning. We'll try to go quick.
- Becca kicked things off a little bit talking about Foch Street. That project is hard to miss, it's in the middle of town, and it's going very well, seems to be in order. The contractors should have some electrical work done today where they're starting inspections, they're going to build it out and in a couple of weeks they think they'll be starting to put sidewalks down. All contractors are moving ahead of schedule really well, so we're really excited about that.
- Shovel-ready, believe it or not, got started. Some of you got started off with a bang by shutting the schools down. Again, we really apologize, they'd been waiting for six weeks to get started, it took us a while to get the NMED release so they could start, so the minute they got it, they got started, opened up one of the lanes on Silver Street, and one of our fittings actually just popped of, so it was just kind of waiting to happen, but the crews did a good job, we resolved that issue pretty quick, unfortunately not fast enough for the schools, so again, as always, I apologize for that. I know it's an inconvenience to our community, to families, to businesses.

Commissioner Forrister: Parents trying to get anything done.

City Manager Whitehead continued:

- Parents, absolutely. So, our team's going to meet next week, we're going to reconvene with the contractor. They will be working from Silver Street, that's one block on Silver, and then down to 8th, and then the line will extend all the way down 8th to Ash, then come back to 9th Street, and then go all the way across, go underground under Date. So, it's going to be a loop line that we'll create and put new valves, so they're going to be in that area for a bit. We'll be sending a crew out to identify all the valves in that area, so that we can potentially respond a little quicker if we get a water break, so we can get water turned off. Remember, some of the challenges that we don't know are what valves work and what valves don't work, which is what happened that day, it just took us a while to find the right series of valves. The minute we turned off the right series, the pressure at the school came back, so we think if we can solve that in the front end, we'll be better. Part 2: we really like what we did on Foch Street, certainly working with MainStreet in our office, we communicated really well with the owners in and around that, so we're going to start putting that list together for the folks that are in the impacted area, so we can let them know we're going to be there and get them on an email schedule, so we can give them a weekly update of when they're coming an those kinds of things, because it will be disruptive. The best part is the work that the Commissions have done in the past is going in the ground. A $6 million project that's real, and it's happening, so we're excited to talk about that.
- USDA, our WSPI-1 project is finally almost released, I think we're ready to potentially put it out to bid, which is exciting. When I got here, the first meeting that I attended for Water, the team had indicated that we would be ready to go to bid on WSPI-1 in April of 2025. So that's the challenge that it has been to get to this point, with changes in the federal government, challenges we've had there, but it's ready to go, which will be the most exciting project for our water system. It's potentially eight new pressure relief valves. The city is running on one pressure relief valve right now. That's causing the main problem where our lines are breaking and we end up with high pressure in certain areas, so we're excited to get that.
- I would be remiss without reporting to you on our leak list. Again, it has been a challenge. I want to report to you that at the end of December, from October 22nd forward, we've repaired 65 water leaks. Late in November, I made a decision that I needed some additional help, so we brought in a contractor. The contractor that we have been helping us with our licensure is also licensed to do repairs, so with that help, the contractor fixed 16 leaks, and the team was able to get 49 leaks. So we just have a lot of leaks. This morning, we're still under 20. I've made a point that weekly, I'm driving to each of those leaks, and trying to help Jamie assess; what are leaks that we think are putting out a significant amount of water? What leaks are putting out a minor? So that we can then send those minor leaks, like at a water meter, we have some that aren't running down the street, and causing problems. We're trying our best to really assess, but it does

take an effort when you're down 20, and at that point in October, down 65. I really want to thank the team, and to the community, I know it's frustrating, I know you see the water, but the water team shows up every day and they work. My balance is to figure out how to help keep us as productive as we can and still provide them with an environment where they feel safe, and they can get out there and work, and try to do so. That's where we are with water leaks.

- I do want to talk a little bit about the public notice that went out that everybody received, I think it's important to note that we are a young water department right now, and we are going to make a few more mistakes. This particular issue, the city goes through a water study every three years, where the environment department comes down and does a critical analysis of all of our water structures. One of the good items that came out of this was the really poor condition that Well #2 was in. I want to make sure that you guys recognize, we responded to that immediately, we used bond money to get that fixed, Well#2 is coming online, that old, broken-down building is gone, and we'll repair that. The primary issue that happened is we failed to timely report the progress that we had made on the 20 issues. If the water department would have sent a timely letter, saying "We fixed 18 of the 20 issues and here's our plan to finish the last 2." We would have been compliant. Your water team, we took that seriously, I met with the crew when they were here. Our water department works under my direction, so I own up to the fact that we didn't get that done, but it wasn't an issue, there's no boil order, there's no major failure, for the system we pass all of our tests all the time. So, I really wanted to reconnect. The other thing that we learned in this process, so when Jamie came and reported what had happened, she, myself, and the PIO met quickly to decide what our response was going to be, how we were going to do it, we developed a letter, and we had to put out the letter in the form that it came to us. We didn't get to say, this is what happened, we have to report to the public on that issue. We probably failed to really make sure that we put that information out, again, department-wide, city-wide, and get that out. We really focused on the public and how we were going to notify them. We'll do a better job in the future. Hopefully this doesn't happen, we make these mistakes, this is a good learning curve for us to recognize the importance of that. I would answer any questions the Commission may have on that particular issue down the line.
- A few things we're working on, obviously the audit for the city was due. Generally, those audits are due in December, but as our Chief Financial Officer reported, due to a federal slowdown, they needed to give us a date to do a single audit. When you take federal money, you have to do a single audit on one of those federal programs. The White House, not throwing anybody under the bus, but through the income from the office of the White House, they set a schedule, and they were delayed in getting their schedule out this year, so it moved everyone's audit down 30 days. We ended up with an extension to January 20th instead of December 20th. The audit, they're here, they've been on staff, our crew has worked tirelessly, we've been on this now for 15 days nonstop, trying to finish up and get the audit. The audit crew does believe we're going to be timely. It's due at 5:00pm on Tuesday, we've been reviewing audit findings for the last

three days, so they give us a finding, and then we get an opportunity to go find and see what we could do to clear that audit finding. In every case, we have been able to find something to support our ability to think, it's not a major finding, it's a minor. The team's really spent hours doing this, I'm really thankful for them.

- I want to thank the crews for Christmas; I think the Christmas event was just fantastic this year. It went up pretty fast, and it came down just as fast. Tank you to everyone that works on our Christmas.
- You guys just came back from your training with the New Mexico Municipal Legue. The next Municipal League meeting for the legislative session is set for the 4th and 5th of February. I will be attending, so for those of you that might want to go back, it's a one-day event, primarily meant to be and spend time at the legislature. Please let us know if we can get that set up for you.
- I'll let the chief talk a little bit more about the Police Department open house, that is scheduled for next week. The vision there would be, we have a design, a plan, for how we're going to renovate that building for the Police Department. We have the $750,000 in the bank to do so. We're going to bring the public into the space next week so they can see the Police Chief's vision, the mayor's vision. Then we'll get started hopefully going to RFP really soon for that particular project.
- The last thing is, we met with a contractor that could potentially paint the helicopter, so I want to thank OJ for putting that together. We have a temporary plan we're trying to build, I don't want to let too much out, but the first step was trying to find a way to get the helicopter painted. Hopefully soon, we'll be trying to get that thing on display as quickly as we can. With that I will stand for any questions on the water leaks or the public notice.

Mayor Hechler: I just want to make one comment regarding the report that was sent out to the public from the environment department that we had to sign. That's not the way that I would have written the report. Unfortunately, it alarmed everybody on the front page, and there wasn't a resolution to it until you got way back down on the second page. Some folks that didn't take the time to read it or to comprehend it all the way through went somewhat overboard on some of their comments. I can understand that. It's just that it was beyond our control, what you're telling me is that's the form it had to go out in, and I think it unnecessarily alarmed some of those in our community, and I'm glad for the explanation and thank you for scraping that out for us.

City Manager Whitehead: I did make some notes meeting with the team, again, we do have two of the violations that are out, they're both up on our main water tanks, on Cemetery Road. The one repair that has to happen is on a sensor; it's a valve that needs to be replaced that is at the 4ft. mark at the bottom of the tank. So, we're struggling with figuring out how to get the water moved from that tank, we have to drain the tank to get to that 4ft. mark to do that, so it's going to take a minute to repair that, it's not simple. It really doesn't have anything significant to do with the quality of the water, it's a valve that just wasn't functioning properly. The team will continue to work. What's made it a challenge over the last two months is that Love's is working in exactly that area, so it's become a challenge for us to figure out how to drain that tank. We may, potentially, have to move all that water out to get to it, put the new valve in, and then

refill the tank. It's a challenge, we'll get it done, and we'll be timely the next time we get through this report.

**a. Police Department Update.**

**Chief Tavizon reported the following:**

- I wanted to start off by just closing out December with the stats, then next meeting I'll have a comprehensive view of what our crime trends are in the community with a presentation. Just to give an idea of how we closed December out:
- We fielded 1,055 calls for service.
- Animal Control had 133 calls for service.
- We're still dealing with motor vehicle accidents, 24 for the month. Remember, some of these are going to be on private property as well, so it's not just public.
- We had 4 follow-ups on sky reports
- We had 1 DWI
- Code Enforcement has been working 7 different properties.
- We conducted 224 traffic stops for the month.
- We issued 175 citations.
- The officers had 14 arrests.
- We had an officer get certified as a DARE instructor, so we're going to get that back in the school, we'll start that pretty soon, they're working with the schools to schedule time for them to work. Initially, it's going to be 5th grade, but they do have curriculum where they're going to work in the middle school as well and try to help those juveniles there.
- We had officers attend blood reconstruction class, hostage negotiations, advanced crime scene photography, and grants management.
- We had our Shop with a Cop program in December. Huge shout-out and thank you to all the donors, obviously we couldn't make it happen without them. We did serve 140 kids in our community. Walmart is also huge in allowing us to do that, they set it up really nice, put some snacks and things out for the families to have while they were shopping.
- Those are our stats for the month, as it was mentioned earlier, we are having an open house at the new Police Department, 210 Main Street, on Tuesday the 20th. We do have some conceptual plans, it'll be posted out there, people can come in and do a walkthrough of what the department looks like. We'll have another open house once construction's done that way they can see where we're at. Just to reiterate, the reason that we pushed so hard for this is we're always trying to move forward, looking out for the best interests of the community. One of my biggest visions was to become an accredited organization. We have the policies, we have the officers doing the job, the work on a daily basis, but when we had the auditor come in and do a walkthrough of our current facility, there was no way of getting accredited in that facility. There were some issues there, and with your support, we were able to get this within our budget without getting a loan, so I feel that it was extremely efficient and effective for us to find a way to do that,

and I appreciate that, thank you for that. With that, I'll stand for any questions you may have.

Mayor Hechler: How do you do shift change? Is there a debrief or a brief for every shift where you pass on information? How does that go?

Chief Tavizon: Yes, sir. We work 12-hour shifts, we send emails to each other, we have a pass-down email that's sent, so any information that happened on that previous shift is put on that pass-down, that way officers can follow up if need be.

Mayor Hechler: Could I ask you just to highlight 6th & Foch for your officers? I know we can't afford to set somebody there, but perhaps they can make a couple extra patrols here and there, pay particular attention to it?

Chief Tavizon: Yes sir, absolutely. We'll address that issue. We're out there trying to stop, not just specific residential areas, we have areas across town that have complaints. If we could get people to change their mindset on it and comply with whatever the rules are, then it would be a lot easier.

Mayor Hechler: It seems like you're making a lot of contact, I know we're making a difference.

Chief Tavizon: And just to reiterate, the way it's set up for citations, there are some people that think that we get any percentage of the citations, we don't. It doesn't go to us at all, it goes to the state, to the general fund, and the community doesn't see any citations, so every citation that we issue, if it's adjudicated in the court, convicted, then that fee goes to the state, not to us. There's no specific benefit other than public safety that we get, and that's good enough for us to cut those citations.

**b. Department Head Report.**

**City Clerk Torres reported the following:**

- In our office, we are currently working on business licenses. They were due December 31st, but the businesses have a grace period until March 15th to get them in. We've had almost 300 business renewals so far. We've updated our application this year to include things such as a business's dba, zoning and business hours. We now also have a section that indicates whether it is a one-time business license, so we'll know not to send them a renewal notice at the end of the year.
- In March, I'll be doing an IPRA training for our department heads. We've been getting a lot of IPRAs in lately, and we have a lot of directors that have retired, we have new staff that have come in, and we have staff that are not as familiar with them so we think the training will be beneficial. Under your agenda, I gave you some email guidelines for IPRAs. Sometimes you guys will get an IPRA for some of your emails or something like that, so that just lets you know what you

do need to keep, what you don't need to keep, and what you need to provide to us, should we send you an IPRA request.
    - I'll also be doing a TORT claim training as well, because we do get quite a few of those.
- Our Parks Department and the Clerk's Office did the final training on our cemetery program. Right now, we're trying to do some input, it should be launched next month, and we'll get all the information out to our PIO. What it does is allow our community to go onto the website, enter in their loved one's name, and it'll show where they're buried. It also shows a picture of their monument, and it will give information such as date of birth, date of death, and date of internment. I think it'll be very beneficial for the public.

Mayor Pro-Tem Mitchell: In the Municipal League training this week, we did a whole section on IPRA requests, and we were told that municipalities should have a designated person. Is that you?

City Clerk Torres: Yes.

Mayor Pro-Tem Mitchell: Okay, I was just going to ask.

City Clerk Torres: And the Police Department. They are their own records custodian, so if we get an IPRA that pertains to their department, we will send it over to them, but yes the Clerk's office is the designated custodian.

Mayor Hechler: I have a couple questions. When we're getting IPRA requests, there's an email string that involves myself and other people, and you've gotten that request in, and we don't have to be redundant and keep those things?

City Clerk Torres: Correct. If it's an original and it's only sent to you, then you would provide it. More than likely, if it's between you and the City Manager, I'll get that IPRA from the City Manager, and if I see it and I don't have a copy, then I'll reach out to whomever I need to.

Mayor Hechler: So just in the interest of full disclosure, I don't do any business on my personal cell phone. However, what we're told is that if you're going to conduct any business on our cell phones, we should probably have a city phone and keep that separate. We don't want to have our phones seized or IPRA'd or anything else, I make a point not to do that. I think we should all buy into that, and if we require a phone, we were advised very strongly that we should have a separate work phone. If the city could do that for us, or maybe that would be a possibility?

City Clerk Torres: It's funny you brought that up. We just talked about that yesterday. We are looking into getting all of the Commissioners city-issued cell phones for that reason.

Commissioner Forrister: That's why I don't have my email on my phone, so it takes me a while to get back to emails.

Mayor Hechler: Thank you for working on that.

City Clerk Torres: You're welcome.

City Manager Whitehead: I would just also give Commissioner Hoeppner a little credit for that, he prompted me a little bit last week to think about getting a phone for everybody. After our little meeting, I asked the team, "What do we do? How do we do it?" and I was unaware that we had laptops for the Commissioners, so we really need to make sure that whole process is right, where each of you would get technology, because you could do the meetings without paper, that would save us, have the ability to communicate, and then have a phone, so we'll get that put together pretty quick. Michael and Angela are working on that.

Mayor Hechler: And the laptops that are issued from the city are just to conduct city business, nothing else. That way these things stay clean and clear, and we don't have any issues.

Commissioner Forrister: So we're getting a laptop? We already have one.

City Clerk Torres: Right now you guys have the tablets, so you can choose if you want a laptop instead of the tablet, and we can get that for you.

Commissioner Forrister: I'll trade. I don't have – I gave mine back, but I don't want to carry around another laptop, I'll just use mine.

City Clerk Torres: And it's up to you.

Mayor Hechler: Yeah, it's up to you. It was just a very strong recommendation from the Municipal League.

City Manager Whitehead: With phones, let me bring utilities down, Sonya, she does kind of take care of our phones and she might have some comments.

**Sonya Renfro, Utility Office Supervisor reported the following:**

- As far as the cell phones, we have promotions, so most of our phones – all of our phones – are a set price for us. We actually have a promotional guide that you guys can pick from. I can send that out to you, the City Manager, and Angela, and they can give it to you.
- Also, in my department, I would like to say that we are fully-staffed. We have a customer service person, his name is Antonio Otero, he's been working with us since November. He's been coming along really well, I had him and another one of my people, and also the Electric Admin, she's young, I had them all in training a couple days ago, they had a three hour training for Tyler. I'd like to thank the

finance department, they set up training for us, and I think that's wonderful, because they were teaching us some new stuff that comes out. Everything changes on a consistent basis.

- We're also updating our Relay 5000. It'll be coming in next month, and that's what actually folds and stuffs all our utility bills. So we're just going to keep our fingers crossed that comes in and works great.
- We were also having issues with our effluent water, and Jamie will talk about it more, but I also wanted to thank her and her crew. Mr. Whitehead picked me up, we all went out there, we came out with a plan, so we are still able to use effluent. I just think it's wonderful when departments all work together, it makes everything so much better.
- Of course, this is the time of year when our red tags do go up, we have more red tags during this time of year, and I think it's just the holidays, Christmas, everything like that, but the customers are coming in, they're making payment arrangements. Another thing with Tony, I want him to get comfortable with the customers because once a customer is comfortable with someone, that's who they want to talk to all the time. It's great for him to know all the accounts and be able to answer any questions.
- We did have quite a bit of audit, I wanted to also let everyone know that Chelsea LeClair, my AR, she worked very, very hard and diligently on the audit, and I just wanted to praise her. I appreciate any of our workers that go above and beyond, and I feel like Chelsea did. I believe that's all I have for you. Do you have any questions?

Commissioner Forrister: I guess I have a question on the phone, which might be addressed. Right now our numbers are our personal numbers on our contact list. We'll have a new number that will be changed on our contact?

City Clerk Torres: Yeah, we'll change all of that and have it match the city-issued phones.

Commissioner Forrister: Sounds amazing.

City Clerk Torres: And again, if you don't want one, you guys could opt out, you don't have to have one.

Sonya Renfro, Utility Office Supervisor: Verizon's great, we have the list for androids, and we have the list for iPhones. Basically, you can get whichever phone you feel most comfortable with.

Mayor Hechler: So, when we get the phone, we can add the internet – not the internet – but we can also do our city accounts and all that stuff on the phone, to keep everything in one place.

Sonya Renfro, Utility Office Supervisor: Absolutely, yeah. Michael will set up the email and everything on the phone also, so that'll benefit you guys if that's the route you

choose to take. We also will supply an OtterBox for your phone, screen protector, things like that. Once you guys make the decision, it only takes three days, we can have your phone in three days, just let me know.

City Manager Whitehead: Let me just chime in. Sonya Renfro manages the phones, The City Clerk manages other things, so what we really want to do is put together the program so that we can say, "Every Commission going forward, this is what we're going to provide to you to do your job, give you that training. So, if you don't want to use that technology, as long as you understand what's going to be required of you for IPRA, what's required for these pieces, that's up to you, you make that choice. I think the city just has to be clear on how we provide those to you. You shouldn't have to come in to see me to say, "Hey can I geta cellphone?" it should be when you come on board, here are the policies, you go to see Angela when you get all signed in as a new Commissioner, and she can get everything out, turn it over to you, and get it put into place. That's what we need to do to streamline it, and it's just your decision. It'll take us probably a couple weeks to get it all formatted, we'll get it done and put it in a better spot.

Sonya Renfro, Utility Office Supervisor: Yeah, and I'll make sure Angela has all the promotional stuff, that way she can get it going.

Mayor Hechler: Ms. Renfro, your new position is also going to be in charge of collections?

Sonya Renfro, Utility Office Supervisor: Yes, sir.

Mayor Hechler: And how are they doing with that and what's your plan for that?

Sonya Renfro, Utility Office Supervisor: He's still learning, but we have started with our disconnects, delinquents, and red tags. We're having him start making phone calls to people, calling to remind people of payment arrangements, and stuff like that. He's been doing really well with that. It's also a lot of help to me and the team.

Mayor Hechler: At some point I would like to see the numbers again, and maybe an update on how we're doing with collections. If you could kind of give us an idea of what's out there and what needs to be picked up?

Sonya Renfro, Utility Office Supervisor: Yeah absolutely. The next time I come, or even sooner, I can get all that information for you guys.

City Attorney Rubin: It might be helpful to maybe even have a listing of all the liens that have been recorded, because those are ethe ones that we want to look at and see if we need to follow up with anything or enforce these things.

Sonya Renfro, Utility Office Supervisor: Yeah Absolutely, thank you guys.

**Wyatt Graves, Service Center Supervisor:**

- Over at the Service Center, since I've seen you folks last, I'll just give you the overview.
- We've gotten at least 28 full services accomplished
- 7 sets of tires replaced
- With the colder months happening, we've replaced over 10 batteries
- I've got batteries on the shelf, and I recently just acquired a new vendor, Batteries Plus down in Las Cruces, so we've gotten a really good deal on those.
- Some of the larger repairs that have taken some time include Electric's Vactor truck that is currently at our shop; it was getting rocks thrown into the impeller housing, so we purchased a new one through Pete's Equipment, we found the problem, where rocks were coming in through, and I've got Ron Hoskins who is going to weld the inside of a pipe to make sure that this doesn't happen again, and we can keep that truck for as long as we need it, so that's being done. Our guys, of course, put in the impeller.
- We've got a GMC trash truck from Sanitation, it's got an Isuzu motor, so we're getting the inner cooler replaced.
- Again, the sweeper is down, lots of hydraulic leaks on that thing. What the guys essentially have to do is drop all the innards, all the brushes to come out before you can get up under the cab of it, to get at the hydraulic manifold. We're going to have to repair some leaks up in there.
- We've also got this dilapidated Streets roller, I think they primarily use it for flattening the asphalt. It's got a 1-cyllinder Deutz motor on it, parts are very obsolete for it, so I'm going to be looking into what we can potentially replace that with, because it's too finicky, and it can be dangerous if somebody's not aware; essentially it doesn't idle correctly, so you don't want that revving up, and trimming off somebody's toe.
- Other things we've got outsourced right now: John Deere down in El Paso, they've got a backhoe getting a transmission replaced; we've got 2 police cars out for body work on insurance claims, 1 truck from the Parks department should be returning. The electrical power steering – get this, they don't have power steering anymore, it's all an electronic rack that has to be programmed by Chevrolet, so that's being done.
- When we received some new Durango's for the Police Department, I got recall letters within 3 weeks of those cars belonging, so from what I understand, all 6 vehicles have had the recall taken care of at the Dodge dealership, but we're starting to see them putting coolant into the oil passages, so we're just going to keep a closer eye on what's going on with that, but right now we have 2 where we're seeing a reoccurring problem. We just want to keep them on the road.
- Currently, at the Service Center, we've got that Vactor truck from Electric, the GMC trash truck, the sweeper, and the roller.
- As for our building, we've had an issue with our garage doors recently, so I've gotten a quote to have the controls replaced, that way we can have a chain-drive over an electric. Basically, we don't want that electric failing where we can't close the doors for the evening when we go home. That's what I have on my sheet, I'd be delighted to answer any questions for you.

Mayor Hechler: How many staff do you have now?

Wyatt Graves, Service Center Supervisor: I've got two mechanics and an admin, and I, myself, do go down and help out when I can.

City Manager Whitehead: Just to give Wyatt and the staff some kudos, we're improving and building something, we're getting things done and they're committed to that street sweeper. We hope to get an additional one, we want that one to keep working as an enhancement, but it feels really good to have the crew there, so we're thankful for that. Our Streets department is going through a change, so we'll not have streets today, let's go to Wastewater/Water.

**Jamie Foreman, Water/Wastewater Supervisor:**

- As Sonya said, with the effluent water, just to touch base on that, our control panel where the contractors can put in their ID pins and passwords went down earlier this week, so we are going in there and manually tracking and turning on and of the pumps for them. They do have to call either myself or my admin so we can dispatch a team member out there to get them water. We like them to use the effluent water, so we're not using potable water and issuing out hydrant meters, because that puta lot of stress on our water system that's already fragile as it is.
- As the City Manager mentioned, we are still working on leaks. We're down to about 16 on our list, we had 4 emergencies, 3 of which were this week, that we had to complete this month. Silver being one of them, and then we had one on 2nd on Sunday, and then we had one on Birth & 3rd late last week, so we had 4.
- I am going for my Water 3 certification at the end of this month, so I'm going to training and then hopefully 1-2 months after my training, I can go for testing. It is a process to get into testing, but I am going for training at the end of this month for my Water 3.
- I am still working really closely on getting all of my crew members at least an Operator 1, if not higher. I have Tony going for his Water 2 shortly, Conrad's going for his Wastewater 2 training here shortly, and then we have Patrick also going for his Wastewater 2. So we will have several members with higher level operators.
- I'm working with J&H, who is our contractor for the shovel-ready project, I've been meeting with them every morning to go over their plan.
- I'm also working with Carrie to get a communication plan in place, that way we can communicate with the public on where we're shutting things off, where the road closures are, and we're encouraging everybody to call my office and give us either an email address or a phone number we can use to contact them, that way we can use our Daupler Notify system to its full potential. Unfortunately, when Silver did go down, we didn't have anybody signed up for Notify in the system, so we are working hard to get those numbers and email addresses into our system so we can get people notified promptly.

- For our Wastewater, we test weekly, we send out several tests weekly for Wastewater, those have all come back with no issues. The compost, we have approximately 10 of the piles we have been working with ready to go out for testing next week, so we will hopefully have compost ready before everybody starts planting for the spring. I will stand for any questions.

City Manager Whitehead: I just can't say enough, we're trying to build a team from the inside, it's just going to take a minute, but we're doing training, we're practicing, and then we have to educate them while we're still fighting 60-70 water leaks. We'll still work and continue to try to grow that, so I'm really proud of the work Jamie and the team have done.

**City Commission Reports.**

**Commissioner Glines reported the following:**

- My name is Chaz Glines, I just want to say a thank you to the voters for putting me in this position, I'm excited, and especially excited now that I have a good grasp of what's going on, thanks to the New Mexico Municipal League. That was really informative. We did the Newly Elected Officials and the Molly Level 1 training: Open Meetings Act, Ethics, Municipal Tax Overviews, it was really lengthy but we got so much information out of it. Thank you to the Mayor and fellow Commissioners that went with me, it was good to have you guys there for support, and it was really useful for me to be there.
- Looking ahead, some of my plans for the next year include: prioritizing infrastructure upgrades, we've got a lot of stuff going on with that now, that's exciting, there's going to be a lot of construction going forward, but I'm looking forward to it. Also, boosting economic development, as well as strengthening community partnerships to enhance planning.
- I got some good resources, as we did meet with representative Dow, she gave me some good resources to look into for what we have going forward.
- Thank you, again, to the team, staff, Mayor, Commissioners, Mayor Pro-Tem, for your support. Together we'll keep advancing smarter governance for T or C.

**Mayor Pro-Tem Mitchell reported the following:**

- He just put my whole report to shame. I will just make a small report, it was great to go to the training, we got a fresh overview of a lot of stuff, met a lot of other community's Mayors, Commissioners, and Council members, that are all in the same boat. It was interesting to just talk to each of them and find out what their problems were in each one of their cities across New Mexico, and it was infrastructure, funding, and affordable housing. It's interesting to see how we're all in the same boat, and it was really cool to connect with those people, even though they're newly elected. Me, being a four-year veteran, it was a different perspective, and it was really cool to get to meet everybody. Of course, us speaking with Rebecca Dow, she gave us a lot of great information coming down from the state level, some programs that we'd like to get implemented here,

funding for the community, renovation of houses and engaging – especially people with disabilities, veterans, etc. – so we'll bring that up later.

- On another front, I did attend the SCRTAB (Sierra County Recreation and Tourism Advisory Board) meeting at the beginning of the month. Kim Skinner, the Chair, had asked me if I would step in since Merry Jo was stepping off. Great resource connection in that meeting with a bunch of different people from around the county. I'm looking forward to either attending that again, or if we want to make Chaz go, I'm cool with not going to one more meeting a month.
- With what Becca said, on the Foch Street project, of course I live and work on Foch Street, some days I can't even walk across Foch Street to get to my other place, but I'm seeing lots of progress and I'm excited that it's hopefully going to be over soon. I sleep at night, and visions of jackhammers are in my head, my walls are shaking, it's crazy, but it's going to be a good end result.
- Come out to the open house at the Police Department on Tuesday night, if you can stop by and meet the new Fiesta crew, which there is a new crew and it's not me, so I'm happy that they're going to be moving forward with the community.
- Thank you, also, to everybody for re-electing me last year (this year). Thank you.

**Commissioner Hoeppner reported the following:**

- Everything has pretty much already been said, but I wanted to say that I'm looking forward to working with the team here to make a difference in our town, going into the new year.
- There are a lot of projects happening and soon to be starting. Everyone is happy that we have new water pipes coming in. Yes, there will be construction fatigue soon, but we are looking forward to accomplishing a lot and we are doing our due diligence, going up to Santa Fe, getting new funding for projects.
- Last year was good for downtown, and I hope this year will be even better. With more events coming up, with the Foch Street project, Fiesta will be amazing, there is plenty to look forward to.
- Thank you to the City Manager for always being there for us when we have questions, and sending us off to important trainings, so that we can continue to grow as Commissioners. Together we can continue making a difference, let's have a good 2026.

**Commissioner Forrister reported the following:**

- Last month I attended a Christmas party with the 4H kids, as well as other community members at the Veteran's home. It was put on by Denise Addey, who does a lot of outreach in our community, and a lot of these really nice events. Please keep Denise in your thought and prayers, as she is very sick in the hospital fighting cancer. She always plans a Valentine's thing at the Veteran's home, but that is now being ran by Victoria with Rebel, so if you guys want to volunteer or help out with anything, please reach out. The 4H kids also go to hand out cards to the veterans during that time, and they just love seeing the kids. We go into their little pods, play games with them, etc. If any community members want to get involved with that too, I know Victoria at Rebel is looking for support with that, as Denise is unavailable to keep leading that right now.

- I want to have a little plug in for our kids, it was 1st and 5th yesterday, I went to their spelling bee, and we have some smart little kids, they are awesome. It got down to the final round, there were three students, and all three of them, were just, boom, boom, boom, getting every single word right, and there were words Al had no idea what they meant, and definitely didn't know how to spell them, so that was really cool. A little plug for my son, he was his class representative and his goal was to make it out of the 1st round, and he made it to the final eight, so that was pretty cool. Our kiddos are super smart, and it was fun, they streamed it so everybody could watch it, so that was cool to see.
- Goals for the new year is getting the money we have received in the ground with our water lines. Yes, we will have water breaks, and the community has to understand, we've had that water pipe sitting up here for how long, that you can barely put any water through, so you've just got to remember any time we put a new line in, that puts pressure, and we will continue to have water leaks all the time. My kids, and I'm sure everyone else's kids love when school gets out. I don't know if I like it so much, but let's continue doing our best.

**Mayor Hechler reported the following:**

- I won't talk too much about things that have already been mentioned. Thank you to Commissioners Glines, Hoeppner, and Mayor Pro-Tem Mitchell for their Municipal League attendance, I think it was good. I'll meet with Manager Whitehead sometime next week to brief him on some initiatives and opportunities for us that we can participate in.
- I spent the last couple of weeks preparing Manager Whitehead's evaluation, got that done, it's ready to go, I have input from every one of our Commissioners, so thank you for submitting those things, we submitted them through the Clerk, then they give them to me, and I put those things all on one form. I also am starting to develop the new evaluation, and the evaluation was due the last day of January, and the new evaluation is due in February. According to your contract, there is a 5% raise attached to it, so we're looking forward to issuing your evaluation, giving your new evaluation, and setting some new goals. So when you see in our executive session, "Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2)." it's not because he's in trouble, as we've seen in the past a few times, it's because we're going through a process right now of evaluation, and we'll work on that later this morning a little bit, and come up with ideas.
- Also, when we went to Santa Fe, we met with representative Dow. You know, only 12% of her constituents live in T or C. We get an overrepresentation from her, she takes care of this community because she lives here, and last year she supported us strongly, and I think she'll do that again this year, so we really appreciate her. When we saw her yesterday, we saw some of her passion for the job that she's doing. She's involved with the CYFD situation, and she had a couple of successes when she met with the governor, and she was literally in tears because it's such an impassioned and important conversation that she had, and endeavor that she's trying to produce. I really appreciate her energy level, and her compassion. She's a great resource, and a great person, and a good supporter of our community.

- We're preparing to go back to Santa Fe February 4th and 5th for Municipal Day. We'll probably also go another day, after talking to our senator and representatives, we'll figure out another day we can go up there when we can do the most good to advocate for our Capital Improvement Projects, which are, if you'll remember, Lee Bell Johnson Center, Rec Center, Marie Street, Substation Power Transformer, and the Wastewater Treatment Plant, those are the five things that we're going to advocate for, I think we'll have a good chance, develop a strategy, and go up there and see what we can get for our community, it'll be exciting to do that and I always look forward to that this time of year. It's a 30-day session, so it's going to be a quick turnaround, but hopefully we'll get the support we normally get. That concludes my report.

**City Attorney Reports.**

**City Attorney Rubin reported the following:**

- From a litigation standpoint, things are fairly quiet right now, which is a good thing. Just off the top of my head, I believe there's around three cases that have been pending for quite some time, there hasn't been much activity on it, I believe there may have been a new case that was recently filed. It's my plan to talk to Gary and maybe get this on the agenda for the next meeting, or whenever Gary feels it's appropriate, so I can go into closed session and kind of give you some updates. I also know we have Commissioner Glines now, who would probably appreciate knowing where we stand. So that's the game plan here.

**E. CONSENT CALENDAR**

1. **City Commission Special Workshop Minutes, December 10, 2025**
2. **City Commission Regular Minutes, December 17, 2025**
3. **December 2025 Accounts Payable**

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

**F. ORDINANCES/RESOLUTIONS/ZONING:**

1. **Discussion/Action: Resolution No. 32 25/26 Budget Adjustment Request.**

Jocelyn Holguin, Chief Financial Officer: I'm a little off because of our audit, but we're asking for a budget adjustment because of the freezer funding we got from the SJOA, which was $100,000. Traci was able to get that to us in time to put that on the agenda, and we're asking for approval to issue the BAR. I stand for any questions.

Mayor Hechler: What was the value, again? I'm sorry.

Commissioner Forrister: For the freezer is $36,710 but it's covered because she got a grant for $100,000. So it's just moving money, transferring.

Jocelyn Holguin, Chief Financial Officer: Yes, ma'am, correct.

Mayor Hechler: Okay, I see.

Assistant City Manager Alvarez: We're requesting approval of the BAR, pending your review and approval of the grant agreement that's later on in the agenda.

Mayor Hechler: Yeah, I just wanted a little further explanation so it's clear to everyone, and I think we got it, thank you.

**Commissioner Forrister made a motion to approve Resolution No. 32 25/26 Budget Adjustment Request contingent on the approval of item G8. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

2. **Discussion/Action: Publication of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.**

Tyler Knull, Code Enforcement Officer: I've made some changes based on the last workshop/public comment, and clarified a few things, just thinking about it after some discussion, not only with the Chief and City Manager, but also the state livestock board. The first thing – and I will preface this working our way down – I made an adjustment to Section 3-1 "Title and Intent of the Chapter". It's important that we have a title and intent in our chapter for our city ordinances for the purpose of guiding courts, community members, and city officials to interpret the ordinance. Basically, this is our goal for the ordinance and why it's written the way it is. The addition I made is a secondary line on that title and intent that says, "It is further the intent of the City Commission to promote responsible pet ownership, and to encourage education and voluntary compliance with the provisions of this chapter, as well as ensure that enforcement is applied in a fair, effective, and humane manner." We really can't change how the courts look at enforcement of our city code, we can instead look at how we treat it. The only way we can change the way it's actually treated with enforcement is if we change from the courts to an administrative hearing, or if we adjust our title and intent to teach our city officials and future officers on how we are interpreting this ordinance. We're looking for voluntary compliance, responsible pet ownership, and education of the code, rather than strictly enforcement. You get a lot more bees with honey than with vinegar, and statistics actually show that educating people and giving them a chance to fix their issue is a lot more effective than simply giving them a fine, taking them to court, and putting something on their record. That's one change.

City Manager Whitehead: To elaborate on that point, in our conversations, if you'll remember, we did have public comment about the code and having a problem with an

animal, it going on as civil, and being a misdemeanor, and lingering on someone's record. So we really did go back, we had comments from Mr. Oliver, I was able to meet with him, so we looked through the items, working with Jay, the Chief, and just agreed that based on state law, the way the law is written, the fact that we have to use the magistrate court for our adjudication process, there's just no way to get around it until we come up with, as Mr. Knull said, a different process. So again, our comments from administration are that we heard the comment, we listened, we attempted to, and I am pleased with the language we have in the intent, which is something we probably need to look through as we do other ordinances, to make sure that on a regular basis, we're carrying out the intent of the Commission. You could have a Commission that hypothetically would say, "We want to be stricter, we want more enforcement." Or "We want less enforcement." But the intent is the goal, and it should set the pace for which enforcement happens. So this was our best workaround to try to make sure people understand that we're really just hoping people participate in good pet ownership, we're not looking to interfere.

City Attorney Rubin: I think, really, the general philosophy has always been that before we even file a complaint against anybody in magistrate court, we're always trying to work with people. In almost any of our code cases, we're always trying to give notice to people, "Before we file, here's what needs to happen." So there's always the philosophy of working with people before something is filed in court. That's been how we've always done it.

Tyler Knull, Code Enforcement Officer: Yeah, exactly. That's how we've always done it. This is simply putting pen to paper and saying, "This is exactly what we intend to do." And of course, as a Commission, you guys can change that intent, that intent can always be changed, but this is the way we are looking at it now, this current Commission, and current Code Enforcement Officers, this is the way we look at it. We figured it would be nice for the public to see it written plainly, this is what we intend to do with this revision. The second change, and I know this one is really back and forth, is the change to Section 3-90, Livestock Running at Large. You guys have received two different proposals, Proposal A and Proposal B. I'm not sure if they're labeled as proposals, or Exhibit A/B, however they're labelled. So Proposal/Exhibit A is what my professional recommendation would be to utilize. I'll explain why in a moment. Proposal/Exhibit B was simply to give you, as a Commission, a secondary option to look at to say, "You know what, we'd prefer this." You guys can do something completely different than what we have, but these are simply based on listening to public comment and discussion. Understanding New Mexico is a fence-out state, I contacted the New Mexico State Livestock Board Supervisor. He advised us that fence-out does not apply within a municipality. Fence-out is simply for unincorporated areas of counties. If you look, you have received, from the New Mexico State Statutes, Chapter 77-14-7 – Livestock Running at Large; When Unlawful; Impounding; Disposition; Suit for Damages which states, "It is unlawful for the owners of livestock to willfully allow the livestock to run at large within the town, conservancy district, irrigation district" etc. It doesn't apply for fence-out within a municipality. Necessity for Fence, 77-16-1 is also attached, and it's highlighted in the annotations that the supreme court of the state has ruled that fence-out doesn't apply within communities. Talking with the livestock board, they will not respond within a municipality because it's the

municipality's authority to enforce the code as they have it. However, we end up going with Section 3-90 is the way that we're expected to enforce that. Nobody else is going to come help enforce for us, so we have to look at it from the perspective of, "How can we fairly, impartially enforce these codes?" Proposal/Exhibit A is my professional recommendation we utilize, it keeps the same language for animals running at large, and livestock running at large. Understanding that we are an agricultural community, which is why I changed the title and intent to help explain across the board that we're not going to cite first offense. We don't plan to, if we have to we will, we're going to try to educate you to try and get voluntary compliance first. If we go with Proposal/Exhibit B, or add anything extra such as "Willfully" to match state statute, things like that, we have the ability to make our code – for that section – almost unenforceable, and unfair to other animal owners such as dog and cat owners that may have dogs or cats running at large, and they could say, "Well I want that insertion of 'willful' or 'habitual' into my code. Why do livestock owners get special privileges?" I think that we can exercise our discretion as officers to be able to figure out when something is actually violating a code, as opposed to trying to prove owners' intent, which Attorney Rubin has already previously stated is a very hard thing to do. In discussions with the Chief in his experience of trying to enforce "willfully", even at a state statute level, it's extremely difficult to prove owners' intent.

Commissioner Forrister: What page are they on, looking at our packet? I know they're 25 on yours, but what is that on ours?

Tyler Knull, Code Enforcement Officer: Which one, the statute?

Commissioner Forrister: The difference between Exhibit A and Exhibit B.

City Clerk Torres: Exhibit A starts on page 101, Exhibit B starts at 151.

City Attorney Rubin: I would just make the observation, Officer Knull, I believe you sent us a subsequent memoranda, and I believe you're in support of Exhibit A?

Tyler Knull, Code Enforcement Officer: That's correct.

City Attorney Rubin: And I know you and I had a bit of a dispute regarding the word "willfully", that's fine, I totally agree, I think Exhibit A is the way to go. The only reason I had suggested adding "willfully" in there is, as you already pointed out, is because that's what the state statute says. I always like for us to be consistent with the state, but you are absolutely right, we don't have to do that. We have the right to be more restrictive or less restrictive, however we feel is appropriate for our city conditions. I would say, I like being consistent with the state, but that's up to the Commission whether you want to have that in there. Let me make just one interesting observation about that point, though –

Commissioner Forrister: 101 is not the page for the Exhibit we're looking at for the animals running at large. Okay, 125 for Exhibit A and 175 for Exhibit B are the two differences.

City Attorney Rubin: What Officer Knull and I have been talking about, if you look at Exhibit A where it says, "It is unlawful for the owners of livestock to allow" the state statute inserts the word "willfully" in front of "allow". That's what we've been talking about. But again, you don't have to do that just because the state has, and I get that, but let me just mention one more thing, if we were looking at Exhibit B, on letter i, you had a provision in there that "an owner or responsible party shall not be in violation of the section when livestock escape unintentionally" so actually, you are kind of giving the exemption there, where you would have to prove willfully, if we were to go with Exhibit B. Nonetheless, if the Commission votes for Exhibit A with the way Officer Knull has drafted it, I won't have any major issue with that, so it's up to the Commission how you want to go.

Commissioner Forrister: I don't like Exhibit B anyways. It was too hard to understand.

City Attorney Rubin: The definitions, yeah.

Commissioner Forrister: I like leaving it like this, but I do like Jay's support in adding "willfully allow" that is my stance.

Commissioner Glines: You're talking about Exhibit A? Adding "willfully allow"?

Commissioner Forrister: I would like to add "willfully". I understand the officer's discretion, but that would just enforce that discretion with livestock, or any animal, if they *willfully* are letting them out because they didn't fix the fence or something, but if it's accidental – I don't know, those are just my thoughts. I like "willfully". It goes along with state statute, I know we can be more strict, but why?

Tyler Knull, Code Enforcement Officer: And the issue is, like I said, we actually had to adjust some other sections that had the word "deliberately" and "willfully" because it's hard to prove owner's intent, so it would basically be hard to enforce the code. We couldn't really enforce it. In discussions with the Chief, state statute for reckless driving says "willfully", and it's very hard to get a conviction for reckless driving because you can't prove owner's intent unless you have something form them saying "I meant to do that." So if we insert the word "willfully", I understand where you guys are coming from, and I understand what state statute says, but it's going to make it really hard to enforce that code, and I would caution against changing it to match with Animals Running at Large, because we may have to give them that same exemption, and it may just spiral from there. I'm trying to keep a modern balance within the code to make sure we're equal across all animals. We're actually one of the only municipalities that split livestock running at large and animals running at large. Every other municipality keeps them the same and says, "Your animals stay in your yard. We're a municipality, we want you to keep your animals in your yard." Understanding that accidents happen, that's how we treat things, that's why we adjusted our intent.

City Attorney Rubin: If I could just say one thing about that, I'm sorry if I'm interrupting here, but I'm not so sure by not adding "willfully" to 389, you're actually being inconsistent, because I think you're making a distinction that we're talking about you have to have a

higher standard in improving livestock, but when we're talking about people just having their own pets, we do want to be more careful there. I don't mind not having "willfully" in 389 and putting it in 390, those were my thoughts.

Mayor Hechler: Attorney Rubin, can you construe "willfully" as if someone has a repeat offense several times? Can we construe "willfully" into that?

City Attorney Rubin: It would ultimately be up to a judge to make that determination. I think that the more times it happens, the more you're showing that it is willful, that you're just not really taking care of a problem.

City Manager Whitehead: We discussed it, and in thinking through it, first of all, this is a tough one for the agriculture community. You have to live with the fact that "It's a fence-out state is my stance" just doesn't work for us, and I've been concerned about that. If an animal ends up on a city street in the middle of the night, and a tourist/driver/visitor is driving through to get gas, and runs in to a cow, it's not the same as being in Winston, New Mexico or Engle, or any of those other places where you know you're in that area, so there could potentially be city liability. Our intent would be to say, "If your animals continue to enter and cause damage" I have to advocate for some of those residents that end up with their fences that they have, to fence-out, being torn down by an animal, and if that continues, we need the ability for that person to recognize that they may need to build a fence to solve that problem, because it's just not a fence-out area, and it's our obligation to do so. That's the piece I do need you to think a little bit about, it's not so much "my goat gets out and runs across the street." It's really more for the constant animals that run through the street. I'll share with you, it happened Monday morning. We started Monday morning out with two cows right on Broadway. We're lucky we moved them, there was a city truck behind me, Wes was behind me, I went one way, he went the other, and they both went down the street, and by the time we called Tyler, he said, they've already called it in and they've called the permittee, and they're on their way. Beautiful, right, we all went on to work. I think that's going to happen more than not, so we need that ability to say, "You just can't be on the city streets every other day." Because those citizens that don't want that need some relief from us to be able to support them as well.

Commissioner Forrister: I totally get it, I know we're having that problem, but what is the difference in putting "willfully" in this to match that? In your example, they willfully came and fixed the issue. And again, I've stated before, I have all my trust in you guys, but you guys are not always going to be here, we're not always going to be here, and we might get a Chief next week that's like, "We are absolutely not" – we have a 4H kid that their pig gets loose, and we're citing that family. Willfully, I would feel more comfortable for our constituents – and how do we distinguish that yes, Engle and Winston, but we have all along the Rio Grande and those people are in the county, and when the river's down then you have cattle coming, those are county properties that follow the fence-out, and then here… I would just ask, is this what we want?

City Manager Whitehead: As we think through it, let me just add, the willful determination would happen at adjudication. Right?

Commissioner Forrister: Right.

City Manager Whitehead: Period. What you would do, potentially, if this continued to happen day after day after day, and finally there was a citation issued, then that permittee, let's use that as an example, so if they come across the river, they may get relief, they're going to say, "No problem we're not going to cite you. Do something about it." eventually, you would hope that someone would then solve that problem. That's where "willfully" might be the best word to use, where after a while, the citation would come because we just have to do something, but it is going to then be up to the judge to decide if that is inconsistent with law. I would advocate for following the recommendation of Tyler, what we've done, stick with the state law, and use the word "willfully" if we can.

Commissioner Forrister: I agree with that.

Tyler Knull, Code Enforcement Officer: And both recommendations, I would recommend inserting "willfully" over going for Exhibit B.

Commissioner Forrister: No I hated Exhibit B.

City Attorney Rubin: In other words, Exhibit A, totally the way it is, except adding the word "willfully" in that one place.

Tyler Knull, Code Enforcement Officer: Yeah, so I would almost say, "Exhibit A with 'willfully'" or "Exhibit A without 'willfully'" would be where I would stand.

Commissioner Forrister: Yeah, I don't like B either.

Mayor Hechler: I would think that if you wrote a citation, and a judge determined that it wasn't a willful act, the second time you write a citation, it will probably become a willful act because you've had that court experience, right?

Tyler Knull, Code Enforcement Officer: Theoretically, unless the judge determined that they're not guilty, and then it could be a new guilty occurrence, that's very possible. It could go either way, it's really up to the judge to determine that.

Mayor Hechler: It's up to the judge's discretion, but it would make sense to me that if I were unable, one time, to keep my cows off somebody's property, and it happened again, there might be a little more tendency there to say, "That was a willful act because you didn't take care of it." I think I'm comfortable with that.

Commissioner Forrister: And I know our nuisance problem, and I am not advocating, in any way, for that. I am advocating for things that happen unwilfully, like at the fair, where we've had cows get out, pigs get out, etc. Again, I'm fully aware that you guys, at this

point, will not do anything, but I would like to put "willfully" in there so that we have those people protected.

City Attorney Rubin: And it's only in respect to Section 3-90, that's all we're talking about.

Mayor Hechler: So here's what we can do. In a motion, we can request that, knowing that we're still going to go 30 more days of publication, so we can hear back one more time. With that in mind, if we want to move to that point, we can make that motion to include "willfully", then we'll hear back from the public for the next 30 days, and then we'll include that in our final discussion when we do the final publication.

City Manager Whitehead: Our intent today would be for the Commission to direct us on primarily which way, left or right, do you agree with the language that we put in for that? And if you do, we would then re-publish the clean ordinance now for the 30 days, and then at the next meeting 30 days from now, we would have a public hearing on that ordinance, the language wouldn't change, and then potential adoption. I think we're saying the same thing.

Mayor Hechler: We're saying the same thing, so if that's clear, may I have a motion?

City Manager Whitehead: There's one more issue, with the intent on sale versus –

Tyler Knull, Code Enforcement Officer: So we do already have this adjustment published. Sale of Animals, 3-95.

Commissioner Forrister: Page 28.

Tyler Knull, Code Enforcement Officer: After listening to former Commissioner Fahl and Commissioner Forrister's comments from the meeting regarding sale of animals, as well as everybody else's comments on that, I did go ahead and adjust the language for Sale of Animals in Public. Now this clearly states that you can, in a public place, solicit information and basically tell people, "Hey I have these animals that I'm trying to rehome, adopt out, etc." but it clarifies that no actual rehoming or sale of animals can take place on anything but private property or a properly licensed property. Nothing can happen in public other than solicitation of the interest for it.

Commissioner Forrister: I think that's a good meet in the middle between, we don't want people –

Mayor Pro-Tem Mitchell: And someone in the future's not going to come in and determine that this means we can't have a fair.

Commissioner Forrister: Right.

Mayor Hechler: "I saw money changing hands in the park."

Mayor Pro-Tem Mitchell: Exactly.

City Manager Whitehead: And I think the intent from administration was, we're not looking to say you can't rehome animals if that's what you want to do. Just, there's a box of puppies at the fair or at those places, they have the ability to say, "You need to take the animals back home and then you can set up a booth and do that." I agree, I think Tyler made a nice compromise here to solve that particular issue. Did we leave the language in for our animal shelter being able to do it?

Tyler Knull, Code Enforcement Officer: Yes, we did leave the language in, the animal shelter does have the exemption, as well as other properly licensed –

Commissioner Forrister: If they're properly licensed, like Desert Haven.

Tyler Knull, Code Enforcement Officer: Exactly, Desert Haven, the animal shelter. If we, in the future, were to get another animal welfare nonprofit, something like that.

Commissioner Forrister: Animal adoption events.

Tyler Knull, Code Enforcement Officer: Right, they're still able to conduct their business as usual, but they're also still going to be subject to any other city license, things like that, it doesn't excuse them from that. This is simply for animal welfare nonprofits, things of that nature, they have their exemption, and then policy-wide, throughout the city, how we want to adjust that, we can do.

City Manager Whitehead: We talked about, leave the language in, and it would really be based on the City Manager's feeling. If I don't think it's proper for the animal's sender to take animals to an event because the public can't do it, that's going to be just a policy provision that each City Manager could do. Otherwise, it is permitted by the code without exception.

Commissioner Forrister: Sounds good.

City Manager Whitehead: Those are the three items that we are asking that you either accept, move on, and then authorize republication with it in its final format with those changes.

**Commissioner Forrister made a motion to publish Exhibit A of Ordinance No. 771 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals with the addition of the word "willfully" under section 3-90 (A). Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**G. NEW BUSINESS:**

**1. Discussion/Action: Discussion regarding possible revision of Municipal Golf Course Fees.**

Ron Pacourek, Recreation/Golf Course Advisory Board Member: Thank you for the board's support. Thank you for letting us address this today, when Resolution 31 21/22 was adopted, there were 45 members on roll at the Golf Course. Today, as far as I know, there are only 5 members on roll. That was because the fees were increased by 40-60% with that resolution; and, of course, the Golf Course has been neglected for many years. There were a lot of items left out of Resolution 31 21/22, no concern for snowbirds, they eliminated the 1-month and 3-month fees. The other things, like "high school golf teams play free" as well as "annual cart storage for private carts" just to mention a few. The removal of the $1 golf improvement fund, GIF, also known as "sign-in fee for members" was a big revenue loss, which the course never got to utilize because it disappeared with this resolution. Last Tuesday, Bob gave me a tour of the work that has been done at the Golf Course, and I was impressed with what they have accomplished, and I am looking forward to playing. With the lower fees, and the course getting back in shape thanks to Bob's work, his crew, and Gary's support, we might increase play, bring back memberships, and maybe even get some Elephant Butte players. Our board recommends using Resolution 8 18/19 as a reference, from when the Golf Course was somewhat prosperous, or just use that resolution. In summary, the board feels unanimously that the course getting playable again, lowering the fees thanks to Bob and Gary, we feel it would bring back more revenue and income, and it would take some of the burden off the Municipal Golf Course. I'll stand for any questions, and I have copies of Resolution 8 18/19 if you'd like to see them. I also have one copy of Resolution 21/22, which is very scant compared to that one.

Commissioner Forrister: We have Resolution 2 21/22

City Clerk Torres: Is that the one you're referring to, our current one?

Ron Pacourek, Recreation/Golf Course Advisory Board Member: Yes, the current one.

Commissioner Forrister: The resolution we have in our packet doesn't say what our current fees are, though. It just has rental of the Club House.

City Clerk Torres: I might have put the wrong one.

City Manager Whitehead: I can tell you. The daily fees are currently:

| Monday – Friday | | Weekends & Holidays | | Juniors 14-18 yrs. | |
|---|---|---|---|---|---|
| Walking | W/Cart | Walking | W/Cart | Walking | Drive |
| 9 Holes $14 | 9 Holes $21 | 9 Holes $16 | 9 Holes $23 | 9 Holes $10 | 9 Holes $15 |
| 18 Holes $20 | 18 Holes $31 | 18 Holes $22 | 18 Holes $33 | 18 Holes $10 | 18 Holes $15 |
| Twilight $12 | Twilight $20 | Twilight $14 | Twilight $22 | | |

**NOTE:**

Weekend rates are applied on Saturday and Sunday.

Twilight (3:00 pm non-daylight savings time and 4:00 pm during daylight savings time).

Juniors 13 yrs. and under are free for 9 or 18 holes. Juniors must have valid Driver's License to drive.

Commissioner Forrister: For the golf team, are we still free?

City Manager Whitehead: It's not on here, but yes. We currently allow the kids to participate for free. So if we're doing anything with the high school, even to the extent, the football team did a team building day, Bob made arrangements so they could all walk and play, and be on the facility.

Commissioner Forrister: And do we offer the men's and women's leagues still?

City Manager Whitehead: We have a men's league that's participating.

Commissioner Forrister: And what do we charge them?

City Manager Whitehead: We don't charge them anything, they just pay regular fees.

Commissioner Forrister: We gave them a league rate before. And for weekends, we didn't used to charge anybody any different for weekends according to this ordinance.

Mayor Pro-Tem Mitchell: Okay, so we are suggesting to go back to these other fees?

Ron Pacourek, Recreation/Golf Course Advisory Board Member: Yes.

Mayor Pro-Tem Mitchell: I don't see how we used to charge $10.45, and we bumped it up to $20?

Commissioner Forrister: It was $12, he's giving it with the tax and the GIF (Golf Improvement Fund) so it was $12 for walking and now it's $14.

Mayor Pro-Tem Mitchell: So it's still, that doesn't look like a 40% increase, are we talking about member fees? That's where we went up, we went up a lot. Is that where the 40%-60% increase was?

Ron Pacourek, Recreation/Golf Course Advisory Board Member: Yes, that was some of it.

Commissioner Forrister: Okay, so maybe we need to look at that then. So we did away with single month membership? Or we still have those memberships?

City Manager Whitehead: I understand it's not on the list, there's no one-month membership only.

Commissioner Forrister: So what do we offer?

City Manager Whitehead: We offer an annual and bi-annual. 6 months, or a year.

Commissioner Forrister: Okay and our annual, do we have those rates?

City Manager Whitehead: The annual rate is $1,040 for the whole year for a single person, without a cart.

Commissioner Forrister: So those jumped up significantly, correct? Because one month for a single was –

Mayor Pro-Tem Mitchell: $100?

Commissioner Forrister: No, $592.

Mayor Pro-Tem Mitchell: Oh down here, that was one month single. So we're talking an annual fee?

Commissioner Forrister: Yes.

Mayor Pro-Tem Mitchell: Annual single, $592, so yeah we doubled it.

Commissioner Forrister: And we don't offer one month, or three months, so that's hurting our snowbird membership, okay. Can we not decide on anything today, and get something drafted that is maybe a recommendation on, "We would like to have a 1-month, this is what we would like to charge for it. We'd like to have a 3-month, this is what we'd like to charge for it. We'd like to have an annual, this is what we'd like to charge for it."

Mayor Pro-Tem Mitchell: I would like to suggest that maybe we do a workshop with the golf staff, the board, Gary, and any Commissioners that want to give input, and maybe come up with a new resolution instead of reverting back to the old.

City Clerk Torres: Today you wouldn't be approving any kind of resolution, your motion would be to either do a workshop, recommend working with staff on changes, or just leaving it the way it is.

Commissioner Forrister: I think if we just directed staff to work with them and come up with one that's maybe in the middle – we don't need to revert back to fees of 2018 – but maybe we meet in the middle somewhere. I think Gary can handle that, and if you wanted to go, you could.

City Manager Whitehead: Coming on board when I was hired, you effectively told me to fix the Golf Course. Working on the fees that we charge has not been a priority, there are many other things, let me be clear with you, to date, we've brought in $9,900 this year. I don't think – I've been doing this a long time and this will be contrary to the public comment here – but I don't think the fees are why people don't play there. People don't play there because it was just not in good shape. I have a lot of friends that I talk to all over the southwest that would love to come back and play golf here, but when they drive by on the freeway and see it's dirt, they won't stop. I also think there are a lot of people that play at Sierra Del Rio that would love to play there some days and then come over. So I don't want to lose focus here, that the most important thing is for us to get the Golf Course green, get nine greens that we can play on, get it looking better so that it's playable. That's my focus. I was asked, when I got here, to look at the one month and the three month. That used to be a really solid thing, and I agree with that, I think that should be an option for somebody. I, myself, I don't like to play in the winter, so it's silly that I would spend six months worth of money to be wasteful if I wanted to do that. I think that's a reasonable position, we should go back and look at that. For looking at something to reduce the fees, I'm just not going to be in favor of that, because my proposal during the budget process is really going to be, so this year we've put $300,000 from the general fund into the Golf Course, we've put $50,000 from Lodger's Tax, my ask in the budget is going to be, "Let's lock ourselves into those investments into the Golf Course, because we have to keep it open, we know how to work it, but let's take the revenue that we generate off sales in golf, and use that as an additional dollar." So instead of bringing that dollar back, if we raise $25,000 this year off all of our fees, our memberships, and our play, then next year the budget would be $375,000. That gives the golfer, Bob or whomever is managing the course, and incentive to keep it going; let's get people playing. But I definitely agree, we need more opportunities for people to play, and I think the one month and the three month, I agree that those should be added. I don't think we need to reduce the fees.

Commissioner Forrister: Well, I don't think they're outrageous.

City Manager Whitehead: We are the cheapest, and if we get it nice and stay at those rates, and I think we should stay at those rates for a couple years, as we invite people back to our community to see what we've done when we get it going, that should probably stay for three or four years at that rate, just so that we bring people back and they enjoy the course. It's %75 to play golf at the Sierra Del Rio per week.

Commissioner Forrister: I love that, Gary, I don't think we should revert back to 2018 prices. But I think we definitely need to look at those memberships. What does Sierra Del Rio charge for an annual fee?

City Manager Whitehead: I think they're offering the fee at about $4,000. I'd have to go look, and I'll reach out to them, we'll look at that, I don't think we should compare ourselves. And I do think there could be some discounts in those annual fees, I'd really like to go look at it based on the perspective of, "How many times would an annual golfer play during the week?" and evaluate it against what our daily structure is, and maybe there would be a way to reduce the annual and biannual, three months, so that we do get more members – because we do need that, we need people to say, "Here's my $1,200 guys keep working." – so I think that's the area where we could do it. I'm a huge fan of making sure that kids can play, that's a great teaching facility, we're not interference with folks, so we nee to make sure that kids can play at the right rate. And as a sidenote, if I want to do something at the swimming pool, we're not making any more revenue at the swimming pool, so we just need to make it so kids can enjoy the dollars that we're putting into these areas.

Commissioner Forrister: I like those ideas.

City Manager Whitehead: I'll sit down with Ron, we can sit down with the board and come up with something, but again, reducing fees, I want to be really firm, I'm not a fan of saying we should drop the prices to something that we shouldn't, but we can find a balance here.

Mayor Hechler: You know, we didn't do ourselves any favors when we increased out fees, and then let the Golf Course deteriorate. It sent totally the wrong messages, and now that we've got the reverse attitude, that we're going to fix that Golf Course, it's going to take more money. So we're never going to be self-sufficient, we're never going to make money, but we've got to mitigate the cost as much as we can.

City Manager Whitehead: Let me just point out to you, on that point, we've ran the numbers, just to get back to the $350,000 we'd have to run 40 rounds of golf every day, six days a week, if we stayed with the current calendar, with someone paying the full rate with just walking, we didn't add the cart because it's separate. But right now we get four or five right now, some days none. So we're a long ways out, and 40 every day, that's a lot of people that have to go through there for us to get back to pay, to even break even.

Mayor Hechler: I agree with you, I think playability is the most important thing we can do for that Golf Course right now.

Ron Pacourek, Recreation/Golf Course Advisory Board Member: What about the GIF? The Golf Improvement Fund? That was a dollar sign in fee for members. Some courses call it a green fee. I think that should be put back in there to help the revenue.

City Manager Whitehead: I was the creator of that when that happened. The only reason I would say I don't want to put that back in is, it was a bit of an accounting problem because you've got to keep it separate, and what I'm proposing –

Commissioner Forrister: Is that they all go, every dollar.

City Manager Whitehead: Every single dollar that comes in is added to the base of $350,000. As Commissioners, you know that every year, no matter what, we're going to invest $350,000 and then we're going to up it based on how much revenue the Golf Course brings in. All the dollars that are generated aren't going to be trying to offset and pay back the general fund, they're going to say, "We raised $18,000 this year." I'm going to say, "The budget for next year is going to be $368,000 based on that."

Ron Pacourek, Recreation/Golf Course Advisory Board Member: As a member, or when I was a member, and you didn't have a sign-in fee, I could just go out on the Golf Course and go play without signing in. That's why I put in here, an AKA sign-in fee for the members.

City Manager Whitehead: It's not normal, Anyone who's coming on the Golf Course and just going out there violating what they should be doing. Our ordinance, our rules, should require that you come in, and same with disc golf which we're getting a bit of too. There's a process in golf, anyone that plays golf knows that when you come to the Golf Course, go into the pro shop, you sign in, you pay your fees, you do everything, because you can't just walk out. If we're busy, you can't just go get in the way of another set of golfers that are teeing off.

Ron Pacourek, Recreation/Golf Course Advisory Board Member: But I'm a member.

City Manager Whitehead: Member or not, the rules have always been that you have an obligation to come into the pro shop and sign in, that's a standard.

Mayor Hechler: I think we need to know who's on our Golf Course and when they're on our Golf Course.

City Manager Whitehead: Absolutely.

Mayor Pro-Tem Mitchell: We have the same restrictions at the swimming pool, even if you're not swimming, you can't go into the facility if you don't sign in because, for safety reasons, we have to know the capacity and where everybody's at, or that they're in there.

**Commissioner Forrister made a motion to allow City Manager Whitehead to work with the Recreation/Golf Course Board to adjust the golf course fee resolution and bring it back to us for review. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**2. Discussion/Action: Approval of Purchase Requisitions over $60,000.**

Jocelyn Holguin, Chief Financial Officer: This one was based on a sole source I initially did for the meters that we're using in our water projects. The company is Landis+Gyr, and I will defer to Traci for any other questions you have.

Assistant City Manager Alvarez: Thank you, as you know we are doing the CDBG water meter project. That's actually set to go to bid at the end of this month, and we will hopefully get a contractor and start replacing some of the approximately 900 water meters, and put them on an AMI system similar to our electric. On the front side of that, we have to have the system implemented at the utility billing office, so that those reads go into the utility billing, and they're able to process their monthly bills based on the AMI. With that, this agreement with Landis+Gyr, which as Jocelyn said is the same one that's doing the electric, this is the payment for them to come in and implement, as well as do the training for the billing side. This is not being paid for out of CDBG funds, we're paying for this out of our Colonias funds for our shovel-ready project because, as noted, any of our water projects we have in the various funds, any meters within that project will also be updated to AMI. With that, we'll stand for any questions.

City Manager Whitehead: Just for full transparency, the electric meters are Landis+Gyr, that's the process, and at the time those were done, the vision was that water meters would eventually be changed using the same network. So that's the reason and allowance for the sole source, we're using a provider that we're already paying and under contract with, so we've got this back in order and we're really excited to get this done.

Mayor Hechler: It's the most seamless operation we can do.

City Manager Whitehead: It's the most seamless. It's costing us $60,000 to get the computer module, it cost us $1,800 to get the last transmitters to be in space, we're using the same network, so really cost-effective.

Mayor Hechler: I think that's important.

City Attorney Rubin: I wonder if I could just clarify something. For this item, G-2, I'm looking at the agenda request form, the recommendation was "Please see the attached purchase item list." Is that just the next page, is that the list? I wasn't sure what exactly that I was looking at.

City Clerk Torres: It's where it shows what the purchase order is.

City Manager Whitehead: It's on the requisition (page 211 in the packet), the two items, the AMI project delivery service meter at $64,808.25 and the implementation of training for the two-way water meters for $4,876.88

City Attorney Rubin: The total is $69,685.13. Okay thank you, I just wanted to make sure I knew what the list was.

**Mayor Pro-Tem Mitchell made a motion to approve the Purchase Requisition over $60,000 as presented. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

3. **Discussion/Update: 2026 Colonias Infrastructure Fund Application Cycle.**

Assistant City Manager Alvarez: It's that time of year again, the Colonias application cycle is open. We currently have three Colonias awards that we are working on, and we're getting ready to apply for a fourth. Our intent is to put in two application intents, one of them would be for Marie Street at approximately $1.5 million, with the secondary application going in for our Electric Department, which would be replacement of poles and a conductor, that would be right around $5 million. Through the Colonias process, we submit a notice of intent telling Colonias what we're interested in applying for, and then if we make the next round, we come back to you guys with the application, you'd have to approve a resolution allowing us to submit the application, and then it comes back to you at least one, if not two more times if we do get awarded. We're just giving you an update, the notice of intents are due today, it was a very short opening cycle, and with that I'll turn it over to the City Manager and stand for questions.

City Manager Whitehead: Right now, these applications are coming in quickly and have to be responded to. We came in last week and they wanted the information today, so we've been trying, in the office, to work off the ICIP list, are the areas we're working in. The other two problems we have, we could apply for water, but with Colonias, it's going to come with a loan component, so we felt like streets would be our best endeavor to try to go with, Marie Street is in our top five ICIP list, so we felt like we should try and see if we can get some money for that, it is eligible. Bo, who works a lot with the South Central Council of Governments has been working with Gwen as a grant writer, so they feel like there's an opportunity to get some money for electric. Electric is hard to find grant dollars for. When we met, we agreed that we would divide it, put two. We could put three applications in, but we'd just end up competing against ourselves, so that's the reason we settled on applying for two, allowing electric to apply for $5 million, it's eligible for up to that amount. The Electric Department could match that, we could afford a loan from them, and Bo's vision for the project would be just a pole and conductor, new lines, new poles throughout the system. $5 million would make a nice dent in what we're doing.

Mayor Hechler: I know we're also asking for improvements for Marie Street through the ICIP, so I guess whichever one we get first, we'll go with it.

City Manager Whitehead: Exactly. That's where we came up with the $1.5 million, if we can get the $500 from the legislature for plan, design, construct, we can add it to this, and potentially get the whole road. With Colonias, we could even improve the water lines, like we want to do, as well, so that's the way we'll write the Colonias', for new water lines. The main water lines we have on Marie Street are on the West end, we have an effluent line

that comes down Marie Street, the main trump line that fills the two tanks on Cemetery Road, that come down, and it only comes down from the end of Marie to Kopra. We don't have a lot of connections there, it's just main lines, so it would be an easy installation as well.

Mayor Hechler: This is a discussion item only, if there is no further discussion, we'll move on.

4. **Discussion/Action: SJOA Emergency Funding Appropriation Grant Agreement.**

Assistant City Manager Alvarez: The SJOA has been experiencing problems with both of their walk-in fridge/freezer units, they reached out to aging and long-term, sounded like there was some additional funding available for emergency requests, so we had to act on that quickly. We had to submit in the request, the mayor signed off on that application to get it in, we actually received a turnaround quite quickly for the grant, which also had to be executed and turned back in as quick as possible, so the grant agreement was executed by the mayor as well, with city management approval, and what we're bringing to you is just to accept and approve that executed grant agreement so we can proceed forward as quickly as possible with procuring services to get at least one of their units repaired. They did receive funding in the last capital outlay process to go towards a secondary unit, we just may have to combine a couple of their funding sources to equal. This grant amount was $36,710. They received quotes and submitted their lowest quote in to get this funding, and then there was actually a reduction again, so I think it came in with a couple hundred dollars in savings underneath, we should be able to get those repaired.

Mayor Hechler: Okay, good. So we're just acting as the fiscal agent, basically?

Assistant City Manager Alvarez: Correct. We're working with the Counsil of Governments, as well with the SJOA, trying to give them some support in obtaining quotes and taking a little bit of that burden off, but yes, we're the fiscal agents for those.

**Mayor Pro-Tem Mitchell made a motion to approve the SJOA Emergency Funding Appropriation Grant Agreement. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**5. Discussion/Action: Acceptance of the Water & Wastewater Cost of Service & Rate Design Study.**

City Manager Whitehead: I think around November, we had a presentation from NewGen Solutions presenting their water/wastewater study analysis that they did on our system. The city had asked that they look at our costs to make sure that our costs were in line with our ability to pay the debt load that we have. They came forth, provided the presentation, we put the presentation back in your packet. On the particular day that they were here, their final document was not in the packet. Commissioner Fahl had asked that we get the final document before the Commission moved to either accept or deny. Acceptance of the report is necessary to close out the grant agreement. Before you move, our intent here would be that we conduct a couple of public hearings on the rate study, and if the Commission chooses to move to this particular strategy, that it be implemented in our new budget cycle, so that it would become active July 1st, 2026. After some discussion with some of you, I know that rate increases is a very difficult situation, so we'll take the time to look, to see what we can do, somewhere in between this. The consultant did provide us with multiple looks at different styles, we just settled on what the most reasonable was that got us to a baseline to cover our debt, so you can see that. Currently, the rates do go up at a rate of 3 CPI on an annual basis. So, you can't look at this rate and say, "We're going to go up a total of 3%." We're already going to go up 3% every year, so we'll work to present something that might be softer than this, more necessary, and certainly this, but we'll conduct some public hearings to allow the public to come in and look through this, break this down, and give us some feedback on this as well.

Commissioner Forrister: So, is our action accepting this?

City Manager Whitehead: Accepting the report from the consultants.

City Attorney Rubin: You're approving the study, but you're not obligated to do anything beyond that.

Commissioner Forrister: Okay, we're just approving the study, not saying we're doing any of this.

Mayor Hechler: That's important, because those numbers scare me.

City Manager Whitehead: I would also add, we're also under an administrative order from the federal environment department, and they want to see an updated rate study, so the acceptance of this would then allow us to send this off to the administrative order as, "We've done our study, here's what the potential rates would be." We have until February 2nd to get that report in.

Mayor Hechler: If you'll remember, our discussion at the New Mexico Municipal League, we were pretty much told that enterprise funds should be self-sufficient, you shouldn't be borrowing from one to pay off another, so we're going to have to make this thing work

one way or the other, we need to figure that out. Hopefully we'll come up with some strategy over the next while to mitigate some of these costs, and, again, all we're going now is accepting the study, but we're not acting on the study.

**Commissioner Forrister made a motion to accept the Water & Wastewater Cost of Service & Rate Design Study. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

### 6. Discussion/Action: Art in Public Places Selection Committee.

Assistant City Manager Alvarez: With our recent Capital Outlay that we received for our Wastewater Treatment Plant, as well as for our Police Department, the state allocated some funds within that to go towards art in public places. I think you guys are familiar with this from the previous Animal Shelter fund, we had art in public places. New Mexico state, that oversees the art in public places, deems that we have to come up with a selection committee, so I'm coming to the Commission today so that you could maybe give me some directive on how we'd like to pursue making the selection of that committee. I did give some possible structures within my agenda request form, noting that the main thing is that one of the key members has to be a signatory authority, which would be either the mayor, the city manager, or myself. I would be attending the selection committee meetings on the grant side of things, so we would need to designate at least the mayor or city manager as one of the committee members. My request would be for the Commission to maybe decide who else they'd like to have, whether it be additional Commission members, looking at our arts council, arts boards, or members of the public, and then how you would like that selection process to go. Do you want them to submit letters of interest? We would solicit letters of interest, and then accept those to a certain date, then we bring those to the Commission. Do you want to do interviews when they solicit, or you want to read the letters of interest? Just sort of the overall process, how you would like to do that. A couple of little things to keep in mind: anybody on the selection committee will have to sign a conflict of interest form. They really need to have access to a computer or tablet that's large enough to see the pieces of art, and also be able to access very heavy PowerPoint presentations that come in – it doesn't access well on a telephone, I think we had that issue last time with one of our members. – and then everything that would be reviewed and discussed within that committee is not public information until we go through the final selection process with the state, and the selection committee submits to the, and once they approve that that art is available, then it would come back to the Commission. Within your packet, you also have the art that was selected in the very first round. With that, I'll let you guys discuss how you'd like to proceed.

Commissioner Forrister: I have a couple questions. Do we have $15,000 to be used, is that what I'm reading?

Assistant City Manager Alvarez: We have $15,000 with the two new ones, we've already selected the art out of the other ones, so we have an additional $10,000 out of our $1 million of Wastewater.

Commissioner Forrister: And those are going to be in the new Police Department?

Assistant City Manager Alvarez: Correct.

Commissioner Forrister: How many – and I've looked on this website, I've seen the PowerPoint, $15,000 goes really, really quickly, it's like three pieces – but how many members have to be appointed to the board?

Assistant City Manager Alvarez: There's no set amount, the state doesn't designate how many.

Commissioner Forrister: Just the signatory authority?

Assistant City Manager Alvarez: I will just caution, too many cooks in the kitchen takes for longer decision making, but you also want to have a good group to make some selections.

Commissioner Forrister: So obviously our number one has to be either the mayor or city manager, you'll already be there, correct?

Assistant City Manager Alvarez: Yeah, I would like to be on the grant side of things, and not somebody selecting the art, just overseeing the committee.

Commissioner Forrister: And then one or two Commissioners? I don't mind doing that if nobody else wants to. The Public Art Board, is that where we would want to –

Assistant City Manager Alvarez: So, these are only my recommendations, it's really how you guys want to do it. You could designate that they can only be members of the Public Arts Advisory Board, you could designate that you only want Commissioners, or only members of the public. Those are just some breakdowns.

Commissioner Forrister: I like what you presented.

Mayor Hechler: As mayor, certainly I will be the signatory authority, I'd be glad to serve. Are there any Commissioners that would like to serve?

Commissioner Forrister: I would.

Commissioner Glines: I would also.

Mayor Hechler: Okay, so there's three. At the beginning, when we had public comment, we had Stacy Blum-Hay and Shennoah Bree from the Sierra County Arts Council. Maybe we could reach out to them and that might fill it out, unless we want to open it up to the public and let them submit letters.

Commissioner Forrister: I think coming from the Public Arts Board is plenty.

Mayor Hechler: I think that's fine, I think that if there's good representation, I'm happy with it.

Mayor Pro-Tem Mitchell: And I think that the Chief of Police should have – him or a designated officer and just ask him which one he would want.

Commissioner Forrister: I'm sure he probably would.

Mayor Hechler: Yeah, we'll get him involved, so does that give you enough?

Assistant City Manager Alvarez: Sure, you're looking at three Commissioners, two from the Arts Council, and then the Chief of Police?

Mayor Hechler: Yes, ma'am.

City Manager Whitehead: Or designee, let's let him decide what he wants.

Assistant City Manager Alvarez: I think the only thing I would maybe consider that is, that's kind of an even number, if we could potentially add the city manager as an additional member?

Commissioner Forrister: Sounds great.

Assistant City Manager Alvarez: That gives us an odd number, just so that if we need to go into a majority selection, we can.

City Manager Whitehead: 4-3.

Mayor Pro-Tem Mitchell: I also want to say that 1-2 members of the public, could include local artists, both Shennoah and Stacy are artists, so they would count for both.

Commissioner Forrister: Yeah, we're just going to just have those two. And I guess, should we have them submit a letter of support from their board, or are we accepting them in right now? Or does their board need to –

Assistant City Manager Alvarez: It's not Public Arts, it's the Council, so I don't know what their structure or rules are.

Commissioner Forrister: I would just like to see if their board is in support, so they're not coming in here without their board's support.

City Manager Whitehead: I think the right thing would be to reach out to those two, have them come into the Clerk's office and have them fill out any form that we would have for

being on any board service. We'll bring them in, and we'll formally accept them. That's the right thing, we have all their contact information.

Commissioner Forrister: Could we also ask them for a letter of support from their board?

City Manager Whitehead: Sure.

Commissioner Forrister: That their board wanted them to do this, not that they're jumping the gun or overstepping any other members.

Mayor Hechler: A recommendation from the board that those two serve? I think that's a good catch.

City Attorney Rubin: If we have three Commissioners, do I have t worry about the Open Meetings Act? The quorum? We should probably think about how we would address this.

Commissioner Forrister: We just have to put up a notice.

City Attorney Rubin: Proper notice, like any regular meeting, I guess.

Assistant City Manager Alvarez: They'll be reviewing and looking at art separately, and realistically, we'd probably only be holding two meetings where everybody would be together. That would be, 1) the internal discussion over everybody's selection, and then 2) The state meeting where they officially select the art. So, I can make sure Angela has the potential quorum if that's required.

Commissioner Forrister: And if it's going to be a big deal, Chaz can just do it, I don't have to.

Commissioner Glines: What I'm also thinking now is, I wouldn't mind having a member of the public, because I do know a lot of local artists, and I know they have a great grasp on art, itself, art in public places, I think they could be a great asset. I wouldn't mind keeping a member of the public and us taking letters from people coming onto this board.

City Manager Whitehead: If I could comment, something else to remember is the art gallery inside the Police Department will be specific, we've worked through that, we know what we want, we want to share that with the committee, that the intent is to use this art as permanent art, and then it's going to have a way to rotate art and do other things in there. Part two is, the art that has to be selected is coming from a specific set of inventory, so it's not necessarily that you need a variety, you'd need someone that's going to be able to look through that specific set of inventory, and match it up to the vision tha the Chief has come up with and that we've talked through, to make that center of the Police Department and art gallery. We do need some looks, but it could also be too much. It's going to be kind of disappointing because if you're not in that, if you've not applied to have your art included in the art in public places, we don't have the ability to say, "We really

want that person's art and we want to pay for it with this fund." You've got to be in the system, you have to be part of that organization.

Commissioner Forrister: It's a very lengthy PowerPoint, and you just pick which one.

City Manager Whitehead: I like more of the public than administration, for sure, I definitely think we need somebody with an eye for that. I support Commissioner Glines on that, I would be happy to sit aside and have a member of the public, so we don't have a quorum and we have more members of the public.

Commissioner Forrister: Well, you're not part of the quorum, it's me that's part of it, us three. So, I am fine to step away, you two can have at it, and then we don't have to worry about quorum notices.

City Clerk Torres: Thank you. So, we'll have Commissioner Glines, Mayor Hechler, Stacy and Shennoah from the Sierra Arts Council with a letter of support from their board, the Chief of Police (or designee), and City Manager Whitehead?

Deputy Clerk Martinez: Stacy and Shennoah are not part of the Public Arts Advisory Board.

City Manager Whitehead: Katy's comments were that we have a Public Arts Board, and those two are not representatives of the five members of *that* committee. They are members of the Sierra County Arts Council, which is a separate organization.

Commissioner Forrister: And that's fine, as long as they get a recommendation from their council that is in support of them serving on this advisory board, that would be great.

Mayor Hechler: I think that would be a good thing, so we don't skirt around the board itself.

City Manager Whitehead: In thinking about it, we could add, in your motion, that it would either be those two with that recommendation, and if it didn't happen, then potentially we could go back to *our* arts board and pick up two members of that board to replace, something like that.

Mayor Hechler: Angela, would you go over the motion again for us please?

City Clerk Torres: We have:

- Commissioner Glines
- Mayor Hechler
- Stacy Blum-Hay from the Sierra County Arts Council, with a letter of support from their council (Or a representative from the Public Arts Advisory Board if she is not recommended)

- Shennoah Bree from the Sierra County Arts Council, with a letter of support from their council (Or a representative from the Public Arts Advisory Board if she is not recommended)
- Chief of Police (or designee)
- City Manager Whitehead

Mayor Hechler: Okay, so we know the motion, if anyone wants to make that motion.

**Commissioner Forrister made a motion to select the following to serve on the Art in Public Places Selection Committee:**

- **Commissioner Glines**
- **Mayor Hechler**
- **Stacy & Shennoah from the Sierra County Arts Board (with a letter of support from their board). Or**
- **Chief of Police or designee**
- **City Manager Whitehead**

**Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

7. **Discussion/Action: Appointment of 2 Governing Body Board Members and 1 Alternate Member to serve on the Sierra Vista Hospital Joint Powers Commission (JPC).**

Mayor Hechler: Seems like we already did this not too long ago, but since we have a new governing body per se, we can go through this process again. As the mayor, I would love to continue serving on that board, and I'm sure that Commissioner Hoeppner would want to as well. Who wants to serve as an alternate, if anyone does?

Commissioner Forrister: I can be the alternate.

Mayor Pro-Tem Mitchell: Well we need to get Chaz on some too.

Mayor Hechler: We will, there are opportunities.

Commissioner Forrister: There are a lot, Destiny, did you read your agenda?

**Commissioner Forrister made a motion to appoint Mayor Hechler, and Commissioner Hoeppner to serve as members on the Sierra Vista Hospital Joint Powers Commission (JPC), and she (Commissioner Forrister) will serve as an alternate. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

8. **Discussion/Action: Appointment of a Governing Body Board Member and 2 Alternate Board Member to serve on the South-Central Council of Governments Board (SCCOG).**

Mayor Pro-Tem Mitchell: Rolf, do you still want to stay on that one?

Mayor Hechler: I'll stay on that board if you're okay with it. I've been to every board meeting, passed on the information to us, I think it's an important connection, networking type thing, and I don't mind taking an alternate with me from time to time.

Commissioner Forrister: Our alternates right now are Hoeppner and myself.

Mayor Hechler: If we can have representation. We end up going different places, but the meetings are only quarterly, so I think we're okay, and if you guys are okay with me continuing to serve, I'd be glad to. Commissioner Hoeppner, if you'd like to be the alternate, that would be the alternate --

Commissioner Forrister: Do we have to have two alternates?

City Clerk Torres: You don't.

**Commissioner Forrister made a motion to appoint Mayor Hechler as a member and Commissioner Hoeppner as an alternate on the South-Central Council of Governments Board (SCCOG). Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

9. **Discussion/Action: Appointment of a Governing Body Board Member and an Alternate Board Member to serve on the Regional Planning Organization (RPO).**

Mayor Hechler: I'd like to continue serving on the Regional Planning Organization since I'm the Chairman.

Commissioner Forrister: And one alternate, let's do that.

Commissioner Glines: I'll be the alternate on it.

**Commissioner Forrister made a motion to appoint Mayor Hechler as a member and Commissioner Glines as an alternate on the Regional Planning Organization (RPO). Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**10. Discussion/Action: Appointment of a Governing Body Board Member to serve on the Sierra County Recreation & Tourism Advisory Board.**

Commissioner Forrister: Here's your time to shine, Chaz.

Mayor Pro-Tem Mitchell: And I just want to chime in that Kim Skinner actually called Rolf and myself and asked me if I would step in, but I would like to see if Chaz would be the alternate for that.

Commissioner Glines: I would like to be the alternate.

Mayor Pro-Tem Mitchell: And you can still attend.

**Commissioner Forrister made a motion to appoint Mayor Pro-Tem Mitchell as a member and Commissioner Glines as an alternate on the Sierra County Recreation & Tourism Advisory Board. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**11. Discussion/Action: Appointment of a Governing Body Board Member to serve on the Jornada Resource Conservation & Development Council.**

Mayor Pro-Tem Mitchell: I am currently the representative for that, they also meet quarterly. Merry Jo is the secretary of it, so I don't mind continuing in that role, but if someone else wants to take it on, I'm more than willing to step down.

Mayro Hechler: I don't know if anybody else knows any more about it than you do, but I'll entertain any discussion.

**Commissioner Forrister made a motion to appoint Mayor Pro-Tem Mitchell to serve on the Jornada Resource Conservation & Development Council. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**12. Discussion/Action: Request to advertise for a City Representative to serve a 2-year term on the Sierra Vista Hospital Governing Board.**

Mayor Hechler: As you know, Cookie Johnson passed, this will be the position she was in. She did text me about ten days ago and told me she had some health concerns, and that she wanted to step down from the board. I would like to open up to the community to allow anyone that is interested in serving on the hospital board to submit a letter, we will put it on the agenda for the next meeting, and we'll make our selection at that time.

Commissioner Forrister: Did the people that submitted the letters to us last time, did they get picked up from everybody, all entities?

Mayor Hechler: Yes, I did the research, everyone got picked up that wanted to, by one of the other entities. I did reach out to a couple other folks that may not have been picked up, they're going to submit letters, and then we will make our selection based upon what we receive.

Commissioner Forrister: Perfect.

City Clerk Torres: We can put it in next week's newspaper too, on Thursday, and then I'll have Carrie post it, too.

**Commissioner Forrister made a motion to allow staff to advertise for a member to serve a 2-year term on the Sierra Vista Hospital Governing Board. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**H. EXECUTIVE SESSION**

**1. Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).**

**Commissioner Forrister made a motion to go into executive session at 11:44 a.m. to discuss Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2). Mayor Pro-Tem Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.**

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

**Mayor Pro-Tem Mitchell certified that only matters pertaining to Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2) was discussed in Executive Session and no action was taken in executive session.**

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

**1. Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).**

**Mayor Pro-Tem Mitchell made a motion to accept the satisfactory evaluation for City Manager Whitehead, and pursuant to his contract Section III (B), approve a 5% annual increase to his salary to go into effect February 1, 2026. Commissioner Hoeppner seconded the motion. Motion carried unanimously.**

**I. ADJOURNMENT:**

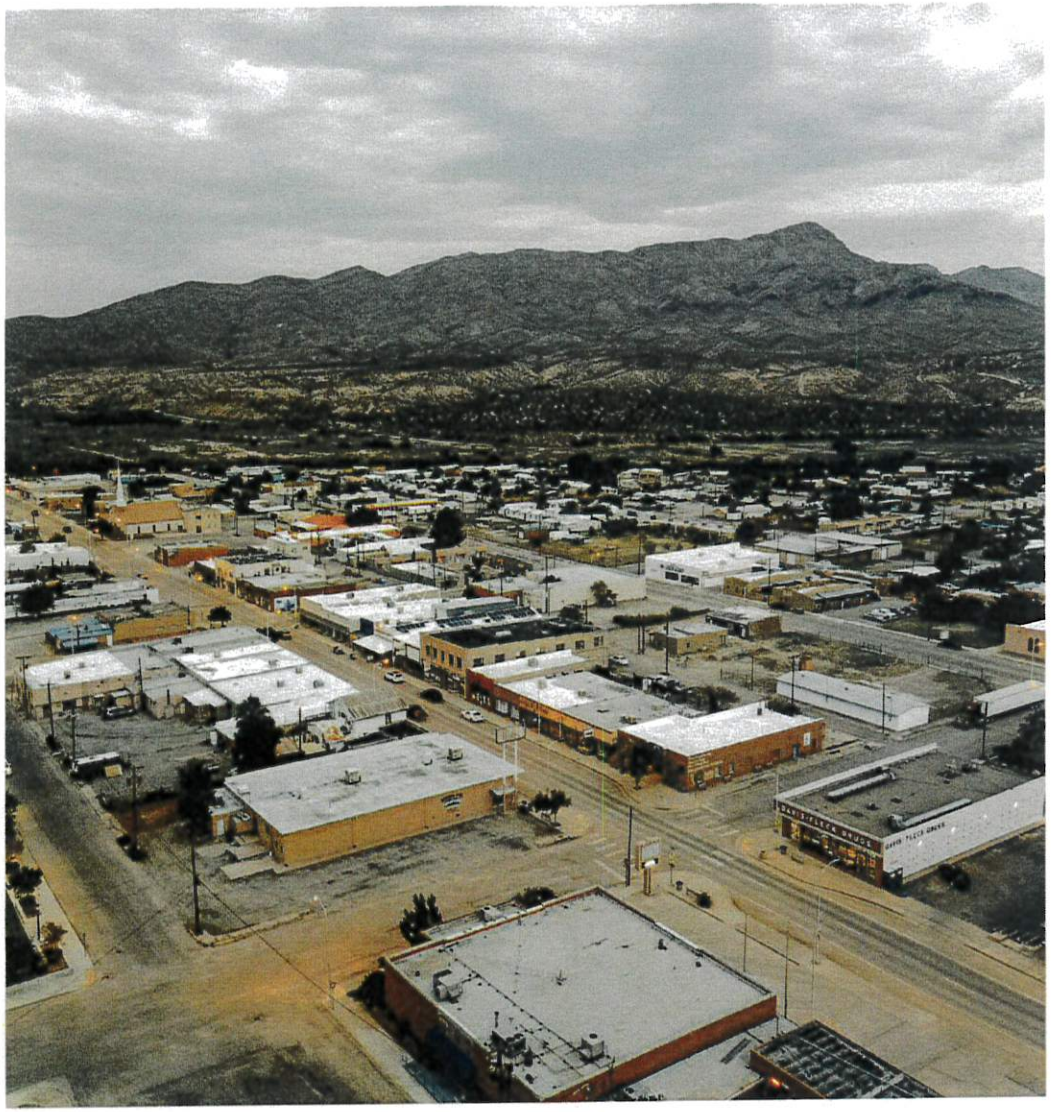
Mayor Hechler adjourned the meeting at 12:14 p.m.

**Passed** and **Approved** this **11th** day of **February 2026**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



# WAYFINDING

## *Connecting People with Places*

# PREVIOUSLY...

*Let's catch you up!*

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














# A SUCCESSFUL WAYFINDING SYSTEM:

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

# Why We Need Wayfinding:

Wayfinding improves and **better distributes traffic.**

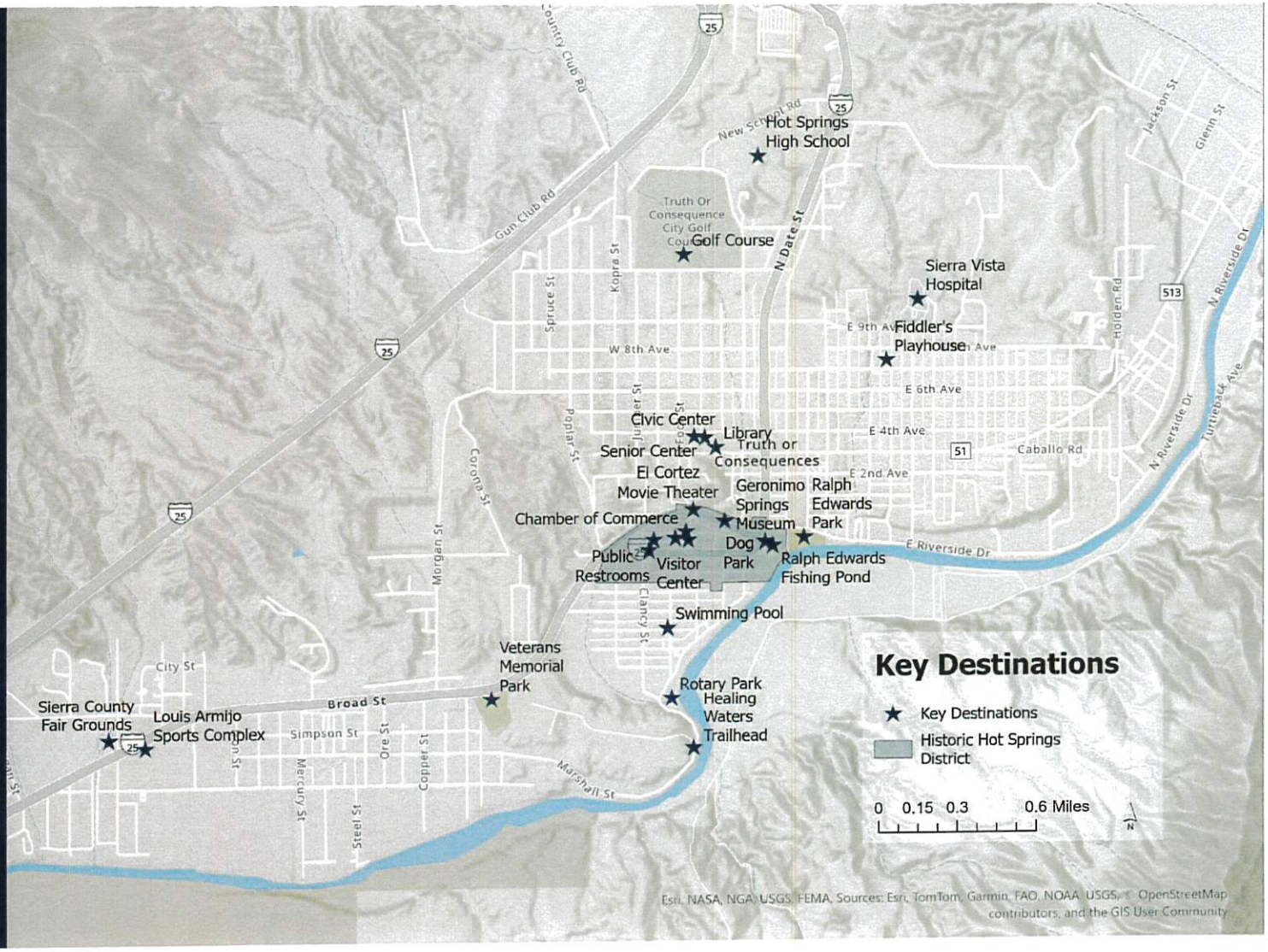
Wayfinding helps facilitate **multi-modal transportation.**

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

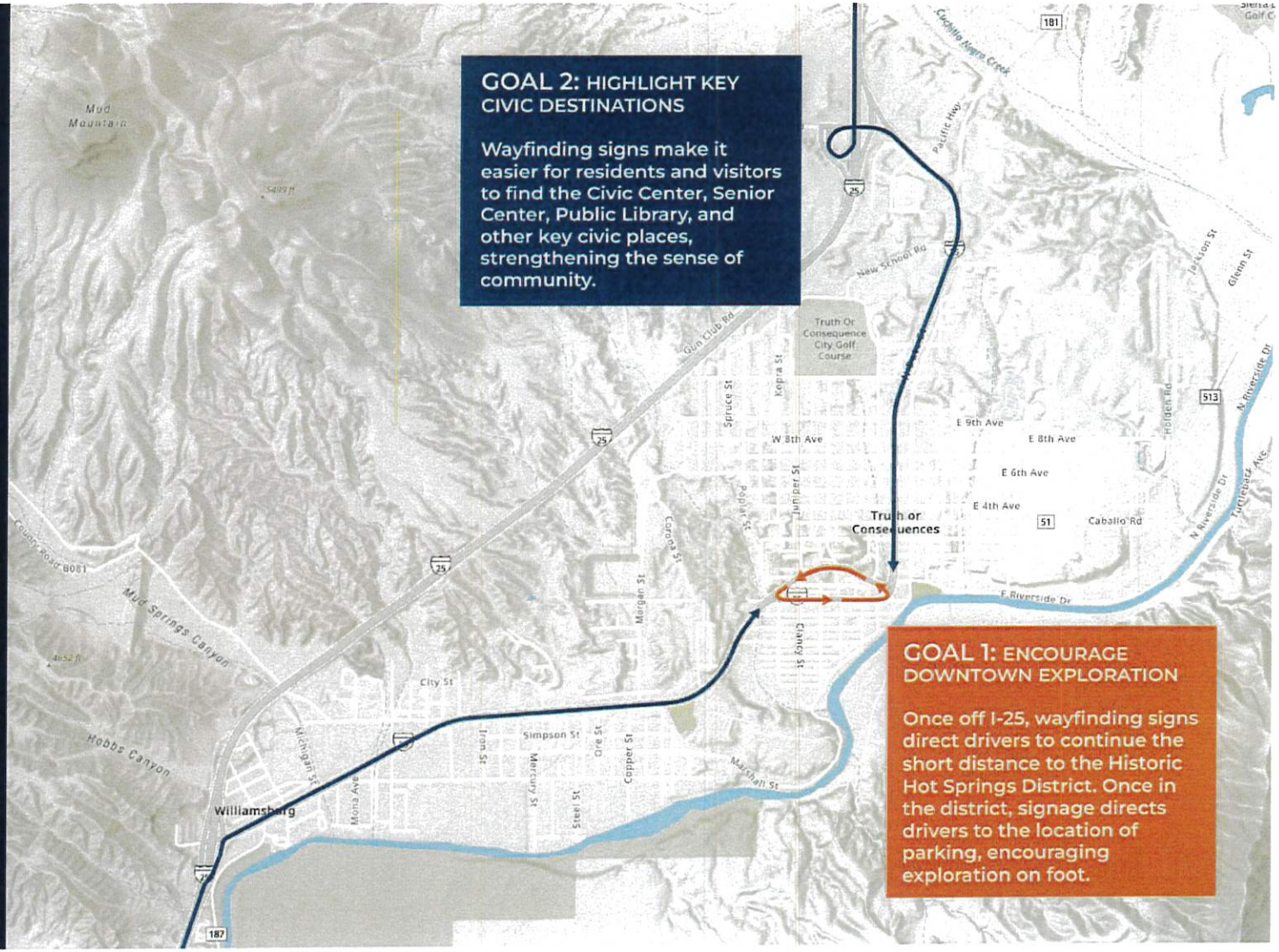
Wayfinding helps creates **unifying branding.**

Wayfinding **improves CONNECTIVITY.**

# KEY DESTINATIONS



# WAYFINDING ROUTE GOALS



# SIGN DESIGNS
## VEHICULAR



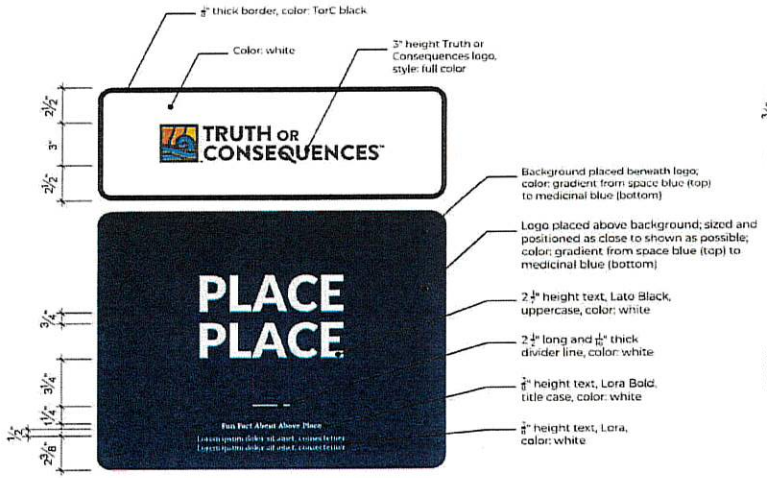
SIGN
DESIGNS
MONUMENT



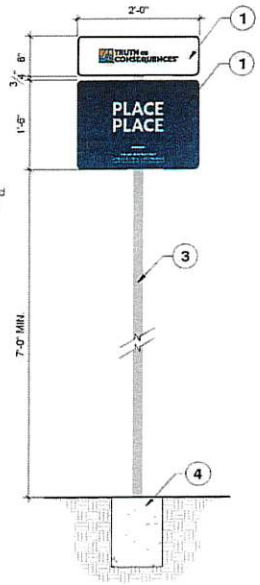
# WAYFINDING SYSTEM
## EXPLORATORY



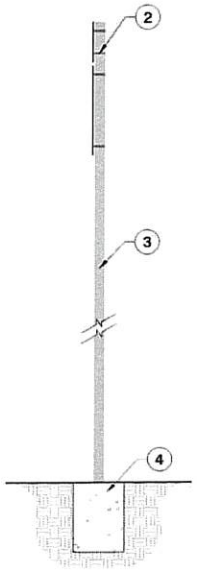
# Design Intent Drawings




TOWN ARRIVAL SIGN LAYOUT
WITH TWO LABEL LINES




FRONT ELEVATION




SIDE ELEVATION

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

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

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

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

(3) POST
Field verify if there is existing post or light pole. For all new posts:

SIZE: 2" x 2" square tube with welded cap
MATERIAL: Anodized aluminum
EDGES: Bolt, washer, nut

(4) POST FOOTING
Footings shall be sized to meet local design standards.

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

anthropopulos
DESIGN+PLANNING
2672 Canyon Blvd NE
Albuquerque, NM 87106

- These drawings are intended to illustrate design intent only and are not for construction. All shop drawings and conditions of the project are the responsibility of the fabricator. Shop drawings from the fabricator must be submitted for approval prior to fabrication.
- The quality of fit and finish on the final product must meet or exceed the requirements of these design intent drawings. Any variations to design, materials, or fabrication methods must be approved by the Owner or representative.
- All welds shall be ground smooth and all seams painted.
- All exposed hardware shall be tamper-proof fasteners.
- All exposed edges shall be painted to match adjacent face.
- Colors shown are for reference only, and are subject to limitations of the printing process. Refer to referenced color systems contained within these drawings for actual specifications.
- Scaled examples shown are for reference only and do not necessarily reflect actual site conditions. Detailed site surveys are required prior to fabrication and installation.
- Messages shown in these drawings are for general reference only. Refer to message schedule for actual finalized messages.

PROJECT LOCATION
CITY OF TRUTH OR CONSEQUENCES

PROJECT TITLE
TRUTH OR CONSEQUENCES WAYFINDING

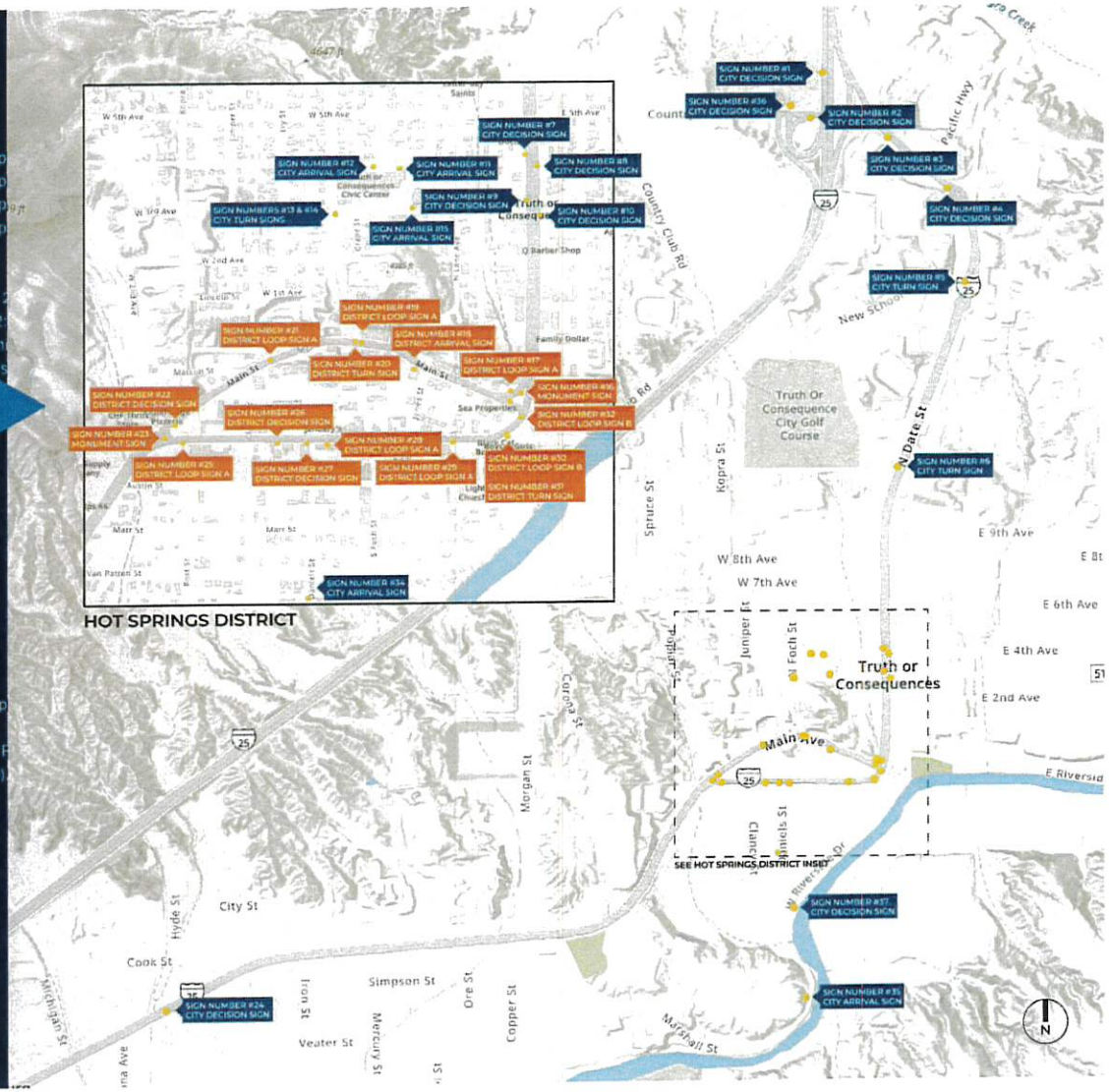
ISSUE DATE
DECEMBER 2025

SHEET TITLE
ARRIVAL SIGN

# Sign Scheduling + Content Mapping

| Sign Number | Location Description | SignType | Post/Mount | Content | OBJECTID | Latitude | Longitude |
|---|---|---|---|---|---|---|---|
| 1 | West side of I-25 South about 50 feet before Exit 79 | City Decision Sign | Install on new post | Rider: 7 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow) | 36 | -107.25360097 | 33.168786084 |
| 2 | Exit 79 off-ramp before overpass above I-25 | City Decision Sign | Install on existing light post | Rider: 6 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow) | 37 | -107.25420179 | 33.156945708 |
| 3 | I-25 near Holiday Inn Express | City Decision Sign | Install on existing light post | Rider: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow) | 6 | -107.25034744 | 33.156068799 |
| 4 | I-25 near Walmart | City Decision Sign | Install on existing light post | Rider: 4 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow) | 7 | -107.24735733 | 33.153866179 |
| 5 | Median on New School Rd north of Shell gas station | City Turn Sign with Right Arrow | Replace existing sign on post in median | Schools | 33 | -107.24647685 | 33.149812545 |
| 6 | Date St and Marie St, NW corner | City Turn Sign with Right Arrow | Remove existing sign and install new sign on nearby light post | Municipal Golf Course | 9 | -107.24990950 | 33.141925157 |
| 7 | Date St and 4th Ave, NW corner | City Decision Sign with No Top Rider | Replace existing signs on light post | Line 1: Senior Center (right arrow), Line 2: Civic Center (right arrow), Line 3: NM Public Health (left arrow) | 10 | -107.25062255 | 33.134291717 |
| 8 | Date St and 4th Ave, SE corner | City Decision Sign with No Top Rider | Replace existing signs on light post | Line 1: Senior Center (left arrow), Line 2: Civic Center (left arrow), Line 3: NM Public Health (right arrow) | 12 | -107.25034779 | 33.134063185 |
| 9 | Date St and 3rd Ave, NW corner | City Decision Sign with No Top Rider | Install new sign on existing light post | Line 1: Library (right arrow), Line 2: Commission Chambers (right arrow) | 11 | -107.25068961 | 33.133349550 |
| 10 | Date St and 3rd Ave, SE corner | City Decision Sign with No Top Rider | Install new sign on existing light post | Line 1: Library (left arrow), Line 2: Commission Chambers (left arrow) | 34 | -107.25027827 | 33.133048569 |
| 11 | 4th Ave and Grape St | City Arrival Sign | Install on new post on lawn on east side of senior center entrance perpendicular to road | Kenneth W. James Senior Center | 13 | -107.25367923 | 33.134025460 |
| 12 | 4th Ave and Grape St | City Arrival Sign | Install on new post on lawn on east side of civic center entrance perpendicular to road | Civic Center | 14 | -107.25420150 | 33.134067645 |
| 13 | Poch St and 3rd Ave, SE corner | City Turn Sign with Left Arrow | Replace existing north-facing sign on post | Library | 15 | -107.25509471 | 33.133118889 |
| 14 | Poch St and 3rd Ave, SE corner | City Turn Sign with Right Arrow | Replace existing south-facing sign on post | Library | 38 | -107.25509491 | 33.133096826 |
| 15 | 3rd Ave and Library Lane, NE corner | City Arrival Sign | Install on new post | Library | 16 | -107.25328472 | 33.132216016 |
| 16 | Date St median facing north | Monument | Install on gabion structure | As shown in design intent drawings | 17 | -107.25872850 | 33.129439435 |
| 17 | Date St near Serenity Clothing Store | District Loop Sign A | Install on existing light post | As shown on design intent drawings | 18 | -107.25097509 | 33.129492282 |
| 18 | Main St at Post Office | District Arrival Sign | Install on new post in gravel mulch area west of post office entrance | Post Office | 19 | -107.25324643 | 33.129945932 |
| 19 | Main St and Poch St, NE corner | District Loop Sign A | Install on existing light post above pedestrian crossing signs | As shown on design intent drawings | 20 | -107.25448879 | 33.130486208 |
| 20 | Main St and Poch St, NW corner | District Turn Sign with Right Arrow | Replace existing sign on square post | Library | 21 | -107.25463389 | 33.130500883 |
| 21 | Main St and Garst St, NE corner | District Loop Sign A | Install on existing light post | As shown on design intent drawings | 22 | -107.25963883 | 33.130144270 |
| 22 | Main St across the road from Outer Edge Pizza | District Decision Sign | Install on existing light pole before turn | Line 1: Mare Shops (left arrow), Line 2: Veterans Memorial Park (up arrow), Line 3: County Fairgrounds (up arrow) | 24 | -107.25987601 | 33.128863258 |
| 23 | Median between Main St and Broadway St facing southwest | Monument | Install on gabion structure | As shown on design intent drawings | 23 | -107.25913445 | 33.128604555 |
| 24 | Widest part of S Broadway St median between E Val Verde Ave and Hyde Ave | City Decision Sign | Install on new post | Rider: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow) | 39 | -107.26043263 | 33.119119758 |
| 25 | Broadway St and Post St, SW corner | District Loop Sign A | Install on existing light post above pedestrian crossing signs | As shown on design intent drawings | 25 | -107.25871502 | 33.128501458 |
| 26 | South side of Broadway St between Clancy St and Daniels St | District Decision Sign | Install on new post | Line 1: Free Parking (left arrow), Line 2: Restrooms (left arrow) | 26 | -107.25649054 | 33.128470181 |
| 27 | Broadway St and Daniels St, SW corner | District Decision Sign | Install on existing light post above pedestrian crossing signs | Line 1: Healing Waters Plaza (left arrow), Line 2: Pool (right arrow), Line 3: Rotary Park (right arrow), Line 4: (Hiking icon) Healing Waters (right arrow) | 27 | -107.25578948 | 33.128474859 |
| 28 | Broadway St outside of Ingo's Art Cafe | District Loop Sign A | Install on existing light post | As shown on design intent drawings | 28 | -107.25530485 | 33.128426767 |
| 29 | Broadway St outside of First Baptist Church | District Loop Sign A | Install on existing light post | As shown on design intent drawings | 29 | -107.25534462 | 33.128476186 |
| 30 | Median between N Broadway St and S Broadway St, behind and to the left of existing I-25 sign | District Loop Sign B | Install on new post | As shown on design intent drawings | 30 | -107.25167325 | 33.128629373 |
| 31 | Median between N Broadway St and S Broadway St, behind and to the right of existing I-25 sign | District Turn Sign with Right Arrow | Install on new post | Ralph Edward's Park | 35 | -107.25164830 | 33.128562432 |
| 32 | Date St and Main St, SW corner | District Loop Sign B | Install on existing light post | As shown on design intent drawings | 31 | -107.25074233 | 33.128959326 |
| 33 | Main St at southern end of Dale St median | District Loop Sign A | Install on new post | As shown on design intent drawings | 32 | -107.25099478 | 33.129277422 |
| 34 | Daniels St about 2 feet to the left of one-way alley | City Arrival Sign | Install on new post | Public Pool | 40 | -107.25568664 | 33.125404988 |
| 35 | Entrance to parking area for Healing Waters trailhead | City Arrival Sign | Install on new post | Healing Waters Trailhead | 41 | -107.25428663 | 33.119483049 |
| 36 | North side of Country Club Rd, across from Exit 79 offramp | City Decision Sign | Install on new post | Rider: 5 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow) | 42 | -107.25527895 | 33.157217870 |
| 37 | About 5 feet before left turn into Rotary Park | City Decision Sign with No Top Rider | Install on new post | Line 1: Rotary Park (left arrow); Line 2: (Hiking icon) Healing Waters (up arrow) | 43 | -107.25524944 | 33.123062080 |

| unt | Content |
|---|---|
| new post | Rider: 7 mins / Main Sign - Line 1: Hot Sp |
| existing light post | Rider: 6 mins / Main Sign - Line 1: Hot Sp |
| existing light post | Rider: 5 mins / Main Sign - Line 1: Hot Sp |
| existing light post | Rider: 4 mins / Main Sign - Line 1: Hot Sp |
| existing sign on post in median | Schools |
| existing sign and install new sign on nearby light post | Municipal Golf Course |
| existing signs on light post | Line 1: Senior Center (right arrow), Line 2 |
| existing signs on light post | Line 1: Senior Center (left arrow), Line 2: |
| w sign on existing light post | Line 1: Library (right arrow), Line 2: Com |
| w sign on existing post | Line 1: y (left arrow), L |
| new post on ta of senio e perpe | Ken Senior C |
| new post on ta of civic perpend | Civi |
| existing north f on post | Libr |
| existing south f sign on post | Libr |
| new post | Library |
| gabion structure | As shown in design intent drawings |
| existing light post | As shown on design intent drawings |
| new post in gravel mulch area west of post office entrance | Post Office |
| existing light post above pedestrian crossing signs | As shown on design intent drawings |
| existing sign on square post | Library |
| existing light post | As shown on design intent drawings |
| existing light pole before turn | As shown on design intent drawings |
| gabion structure | As shown on design intent drawings |
| new post | Rider: 5 mins / Main Sign - Line 1: Hot Sp |
| existing light post above pedestrian crossing signs | As shown on design intent drawings |
| new post | Line 1: Free Parking (left arrow), Line 2: F |
| existing light post above pedestrian crossing signs | Line 1: Healing Waters Plaza (left arrow), |
| existing light post | As shown on design intent drawings |
| existing light post | As shown on design intent drawings |
| new post | As shown on design intent drawings |
| new post | Ralph Edward's Park |
| existing light post | As shown on design intent drawings |
| new post | As shown on design intent drawings |



# 37 SIGNS

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

## COMPLETED STEPS

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

## WHAT'S NEXT?

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

**Wayfinding Story Map**
bit.ly/TorCStoryMap

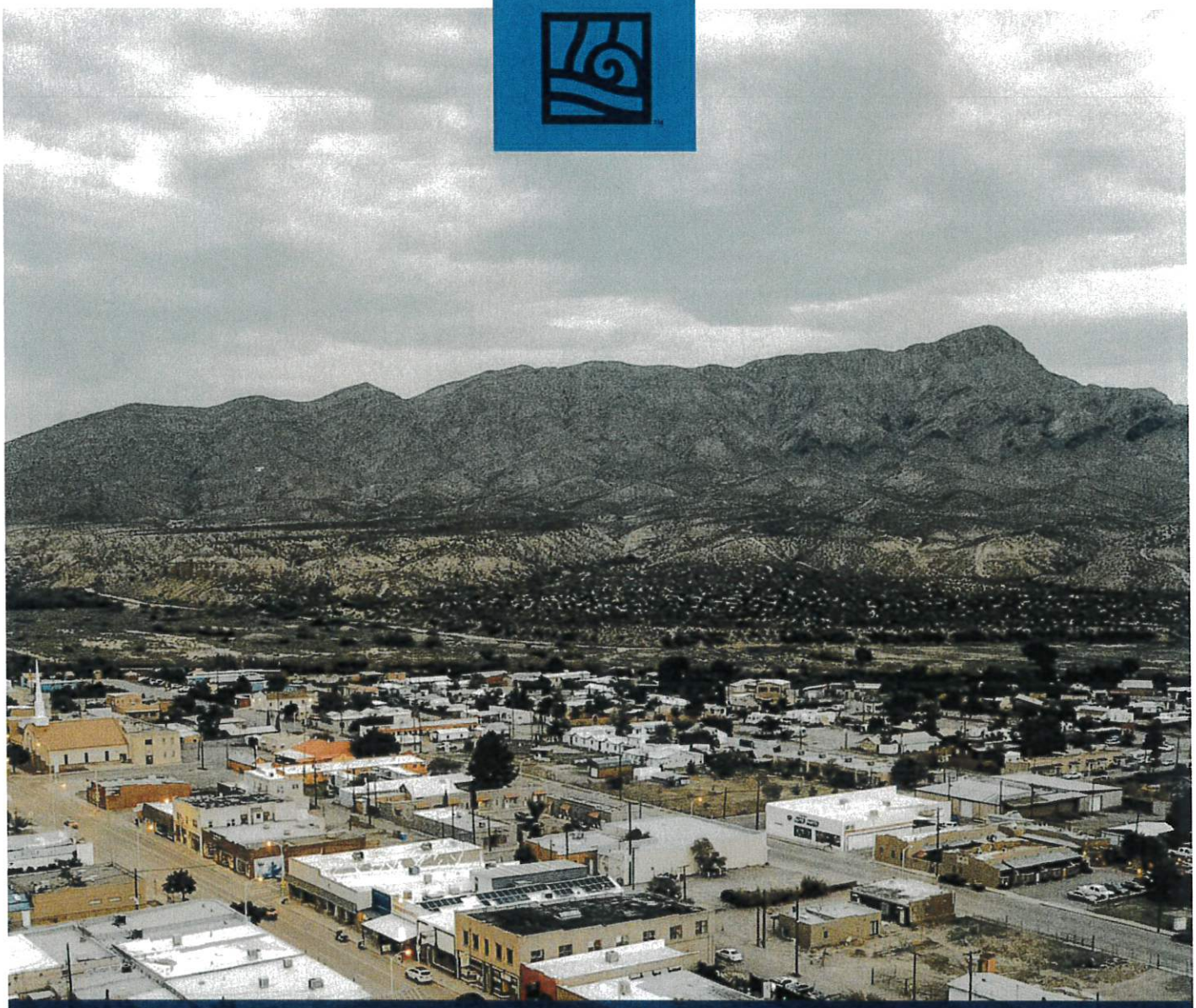
# Thank You!


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+ Daniel Lim
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Julia + Cam Wilde
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Becca Eza
MainStreet Truth or Consequences
director@torcmainstreet.org


nmmainstreet.org



# TRUTH OR CONSEQUENCES WAYFINDING PLAN

PUBLISHED 2026

TRUTH OR CONSEQUENCES

# WAYFINDING PLAN


## ACKNOWLEDGEMENTS

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

**Elected Official:** Destiny Mitchell, *City Commissioner*

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

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

**Sierra County Arts Council:** Rebecca Speakes

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

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

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About Wayfinding
Wayfinding Sign Types

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History & Context
Project Sequence
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Public Engagement
Important Destinations

## 4. IMPROVED WAYFINDING SYSTEM

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

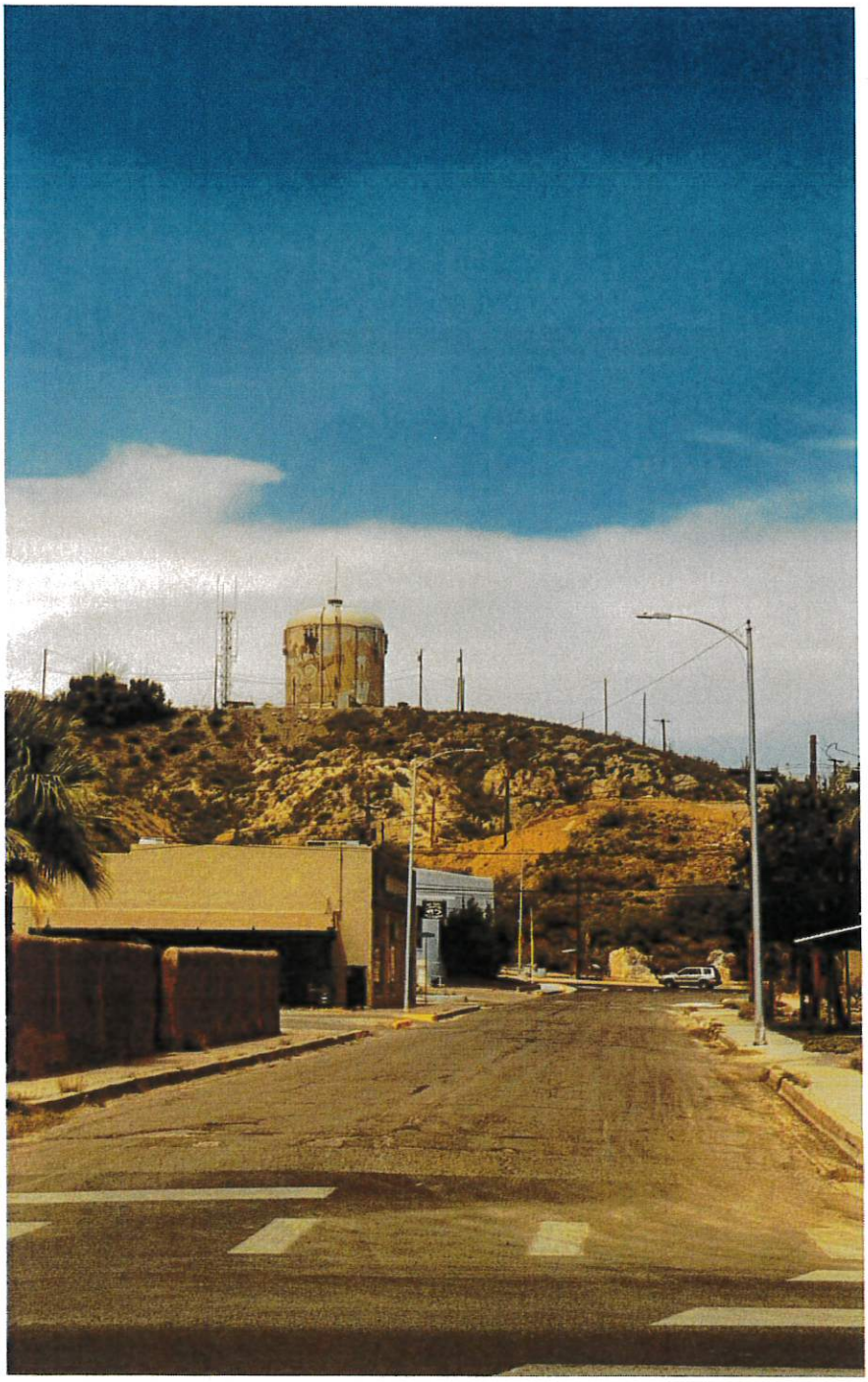
## 5. IMPLEMENTATION

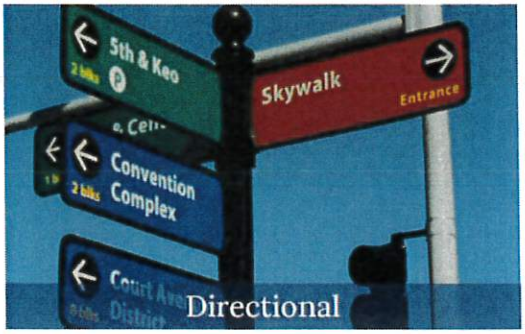
Sign Location Plans
Phasing/Prioritization

## 6. APPENDIX

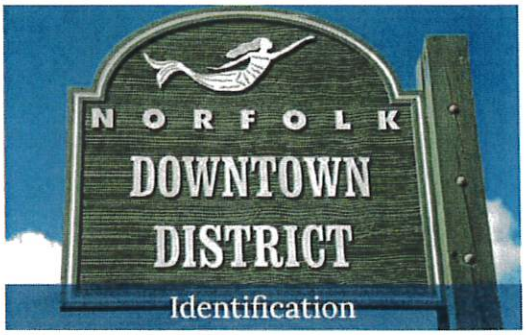
Design Intent Drawings
Sign Schedule

# 1. INTRODUCTION

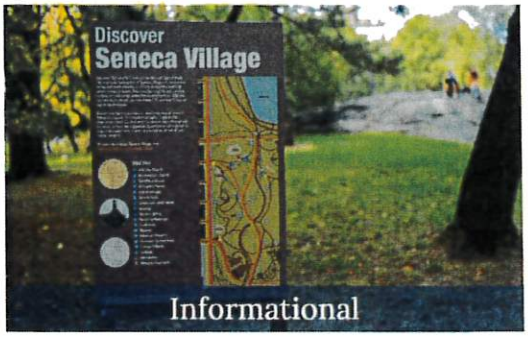




Directional



Identification



Informational


Regulatory

# About Wayfinding

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

# Wayfinding Sign Types

There are four main types of wayfinding signage:

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

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

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

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

# 2. PROJECT BACKGROUND

## History & Context

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

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

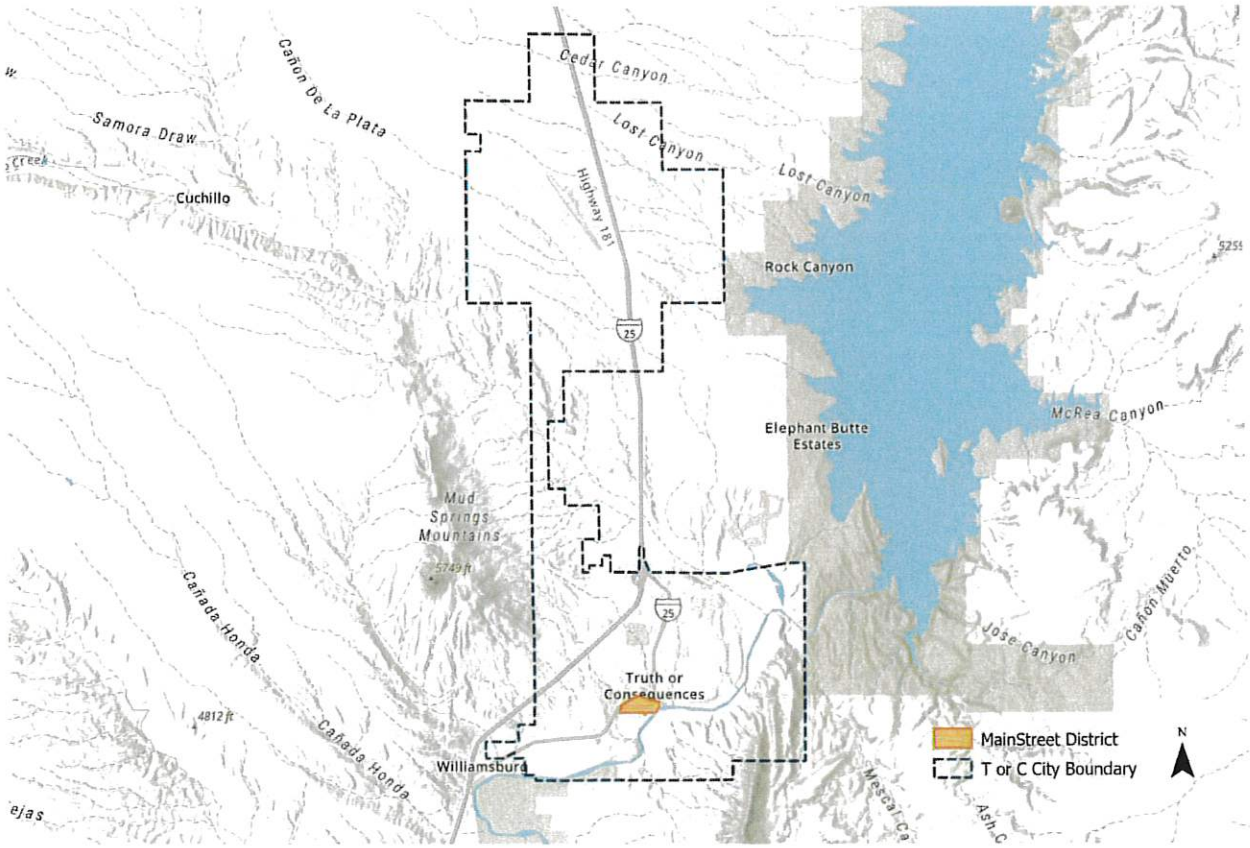
## Project Sequence

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

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

# Plan Area

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



# 3. PLANNING APPROACH

## Existing Sign Inventory

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















# Existing Sign Challenges & Issues

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

## Overall Navigation and Connectivity Issues

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

## Lack of Consistency

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

## Lack of Distinctive Placemaking

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

## Legibility Problems

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

# Public Engagement

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

## Community and Commission Meetings:

**November 19th, 2024:** Community Meeting #1

**December 18th, 2024:** City Commission Presentation #1

**April 14th, 2024:** Community Meeting #2

**August 12th, 2025:** Community Meeting #3

**August 13th, 2025:** City Commission Presentation #2

**December 9th, 2025:** Community Meeting #4

## Public Survey:

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

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

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

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

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

## Community Input Summary:

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

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

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




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

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

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

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

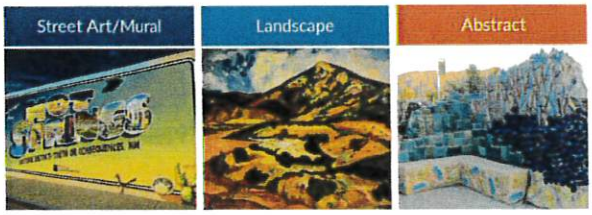
What elements of the T or C experience do you think wayfinding should most contribute to?

- Recreational Access
- Family Fun
- History & Culture

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

- Out of town visitors
- Recreational Users *(bikers, joggers, walkers, etc.)*
- Families with kids

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



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

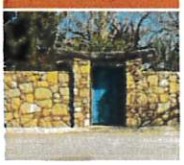
Water



Earthen/Natural



Stone



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

Upcycled



Creative/Funky



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

- Effective use of brand colors
- It's unique and stands out
- It's recognizable

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

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

OPTION B - 80%




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

- High visual contrast
- Bold color usage
- Text is large and easy to read

**Additional Survey Input:**

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

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

OPTION B - 58%

OPTION A - 38%



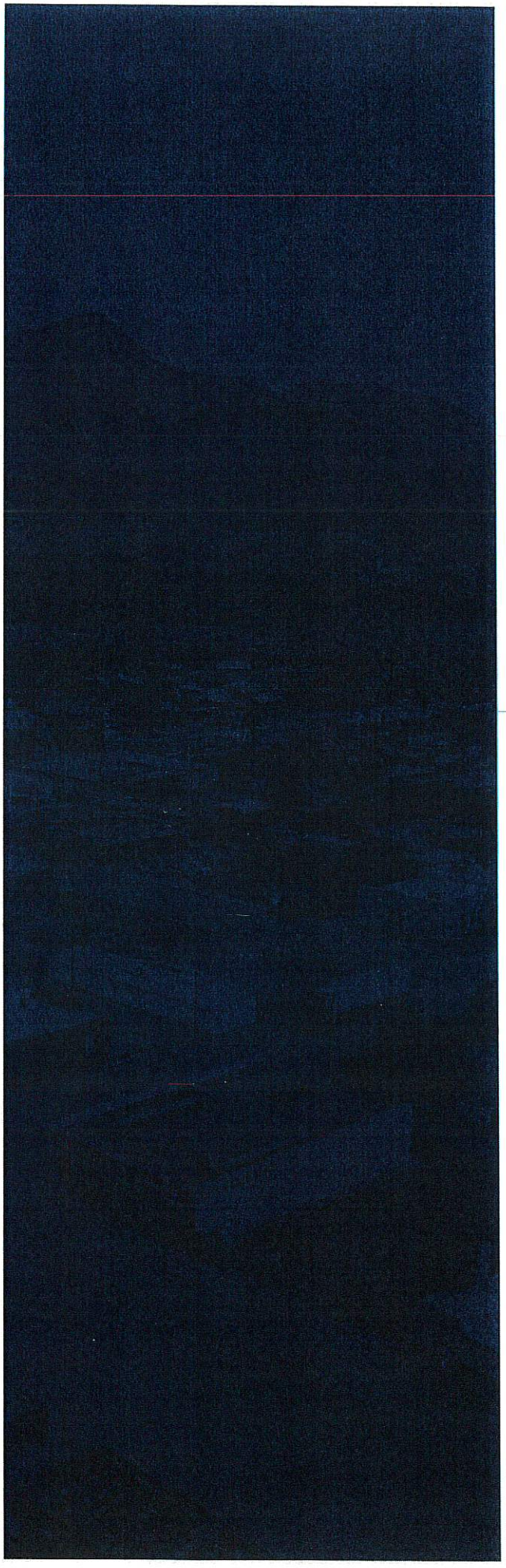




OPTION B - 58%




OPTION A - 38%



# Important Destinations

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

## Destinations:

### Museums and Visitor Centers

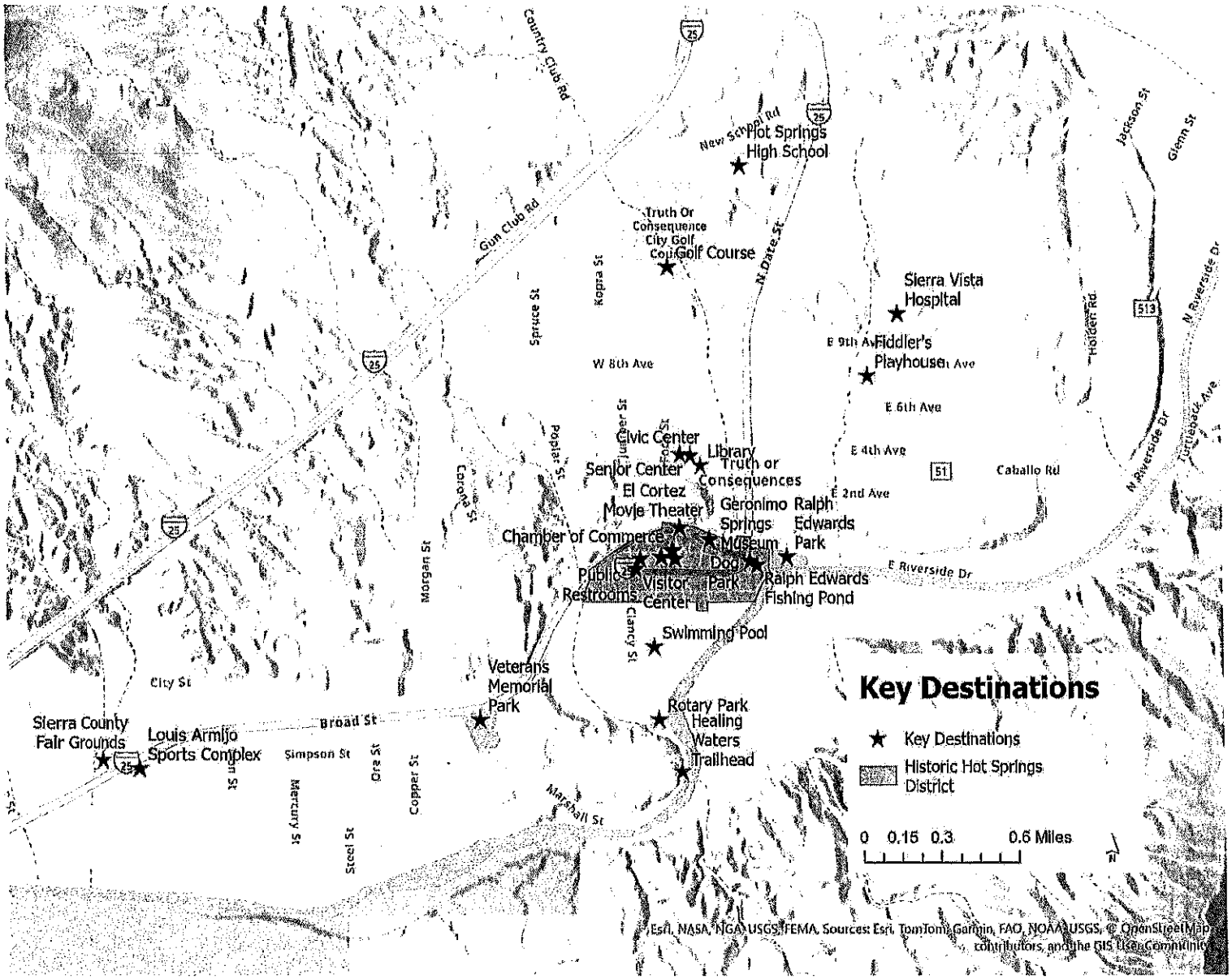
- Geronimo Springs Museum
- Geronimo Trail National Scenic Byway Visitor Center

### Recreation and Entertainment

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

### Civic/Institutional

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




*Truth or Consequences Wayfinding Key Destinations Map*

# 4. IMPROVED WAYFINDING SYSTEM

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

— Chris Calori, *Signage and Wayfinding Design*

## Wayfinding Priorities

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

### Cohesive and Predictable

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

### Intuitive and Easy to Navigate

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

### Celebrate Local Identity

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

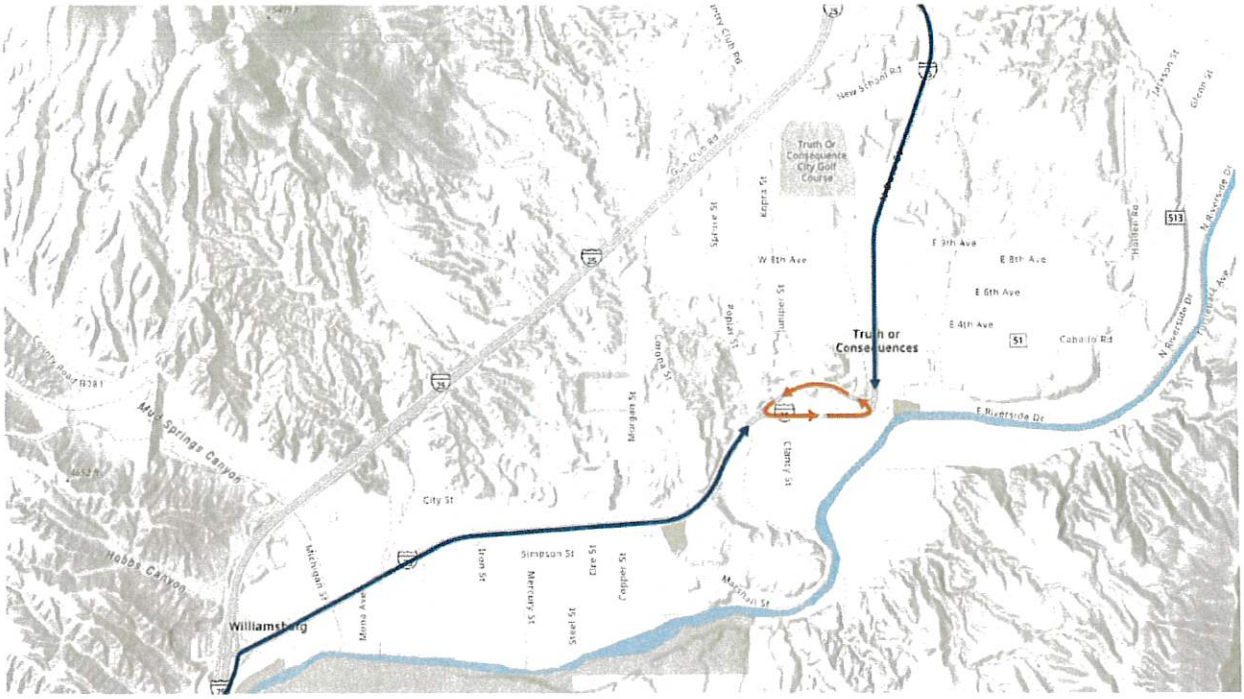
# Wayfinding Goals

## Encourage Downtown Exploration

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

## Highlight Key Civic Destinations

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




# Wayfinding Audience

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

# Wayfinding System Summary

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

## Directional:

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

## Identification:

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

## Informational:

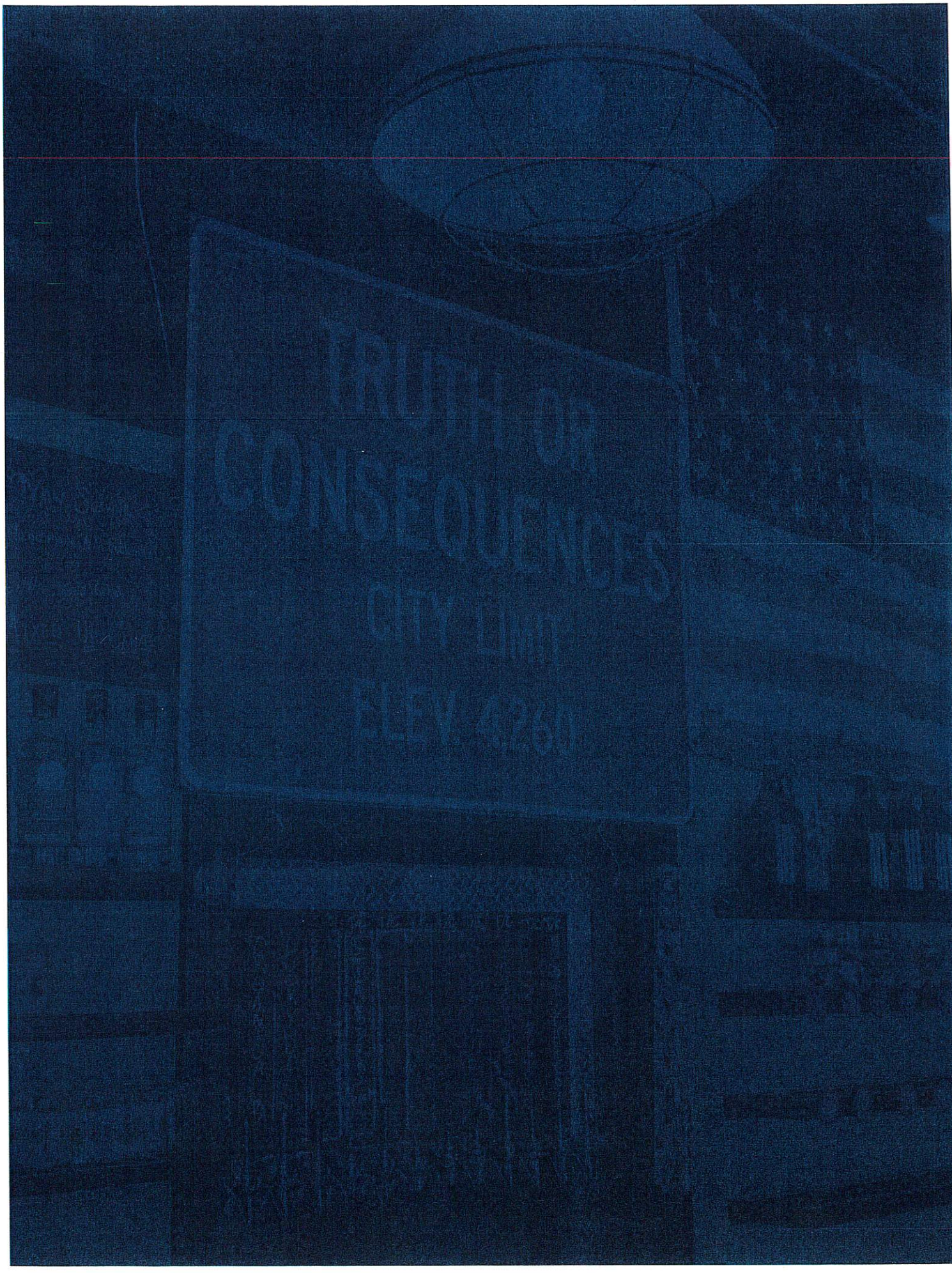
- **Maps** – Maps located in key areas help provide a visual overview of an area that enables pedestrians to plan a route to their chosen destination. (*Example: Healing Waters Trail Maps*)
- **Facility & Amenity Signs** – These signs provide an overview of the types of facilities and amenities available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

## Exploratory:

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



*Examples of potential pavement markings for exploratory wayfinding*


TRUTH OF
CONSEQUENCES
CITY LIMIT
ELEV. 4260'

# Visual Brand/Style Design

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

## The Process:

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

## What It Means:

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

The movement within the logo reflects the natural forces that have shaped this place: the flow of wind across the desert, the ripple of water from the iconic hot springs, and the sense of rejuvenation that defines the town's healing heritage. These waves and curves are not just decorative, they symbolize the journey of wellness that draws visitors to TorC year after year.

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

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

TRUTH OR CONSEQUENCES
NEW MEXICO

| | | |
|---|---|---|
| Desert Rose | Oasis Orange | Fresh Brew |
| Spa Blue | Medicinal Blue | Space Blue |
| Espresso | Charcoal | TorC Black |

LATO

LORA

# Brand Essence Statement:

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

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

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









# Sign Design

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

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

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

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

## Sign Families

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

## TorC City Signage

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

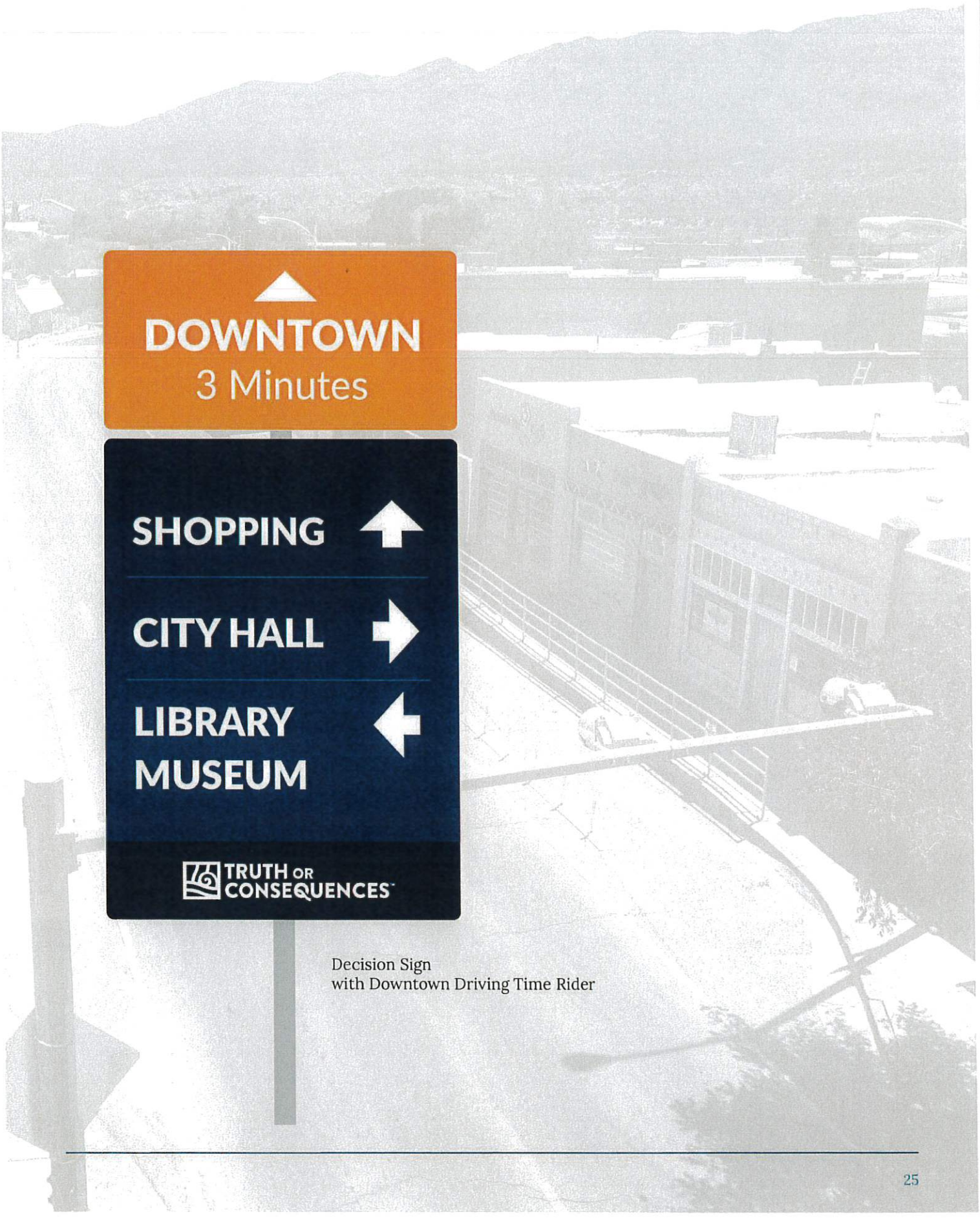
Consistently using Space Blue, Medicinal Blue, and Spa Blue from the color palette for these signs is representative of the open skies and healing waters. The Oasis orange riders signal the short distance to the downtown district where local businesses and galleries can be found.




Arrival Sign



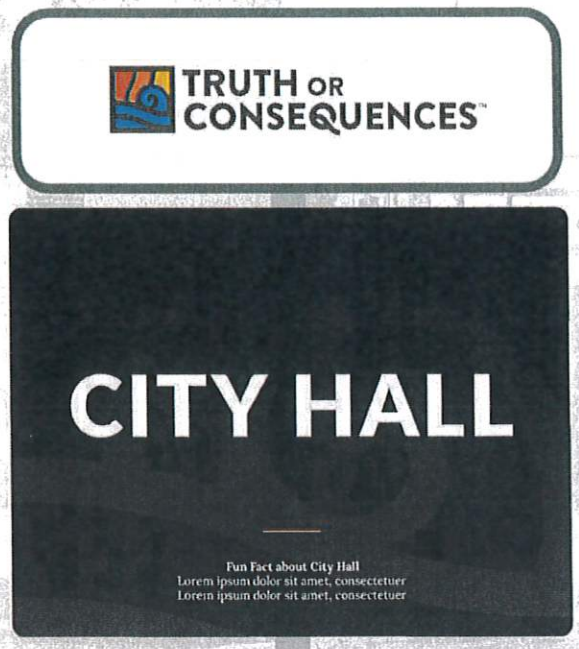

Turn Sign




Decision Sign
with Downtown Driving Time Rider




Loop Sign




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




Decision Sign

## Historic Hot Springs District Signage

Within the downtown, signs change to highlight MainStreet Truth or Consequences as a vibrant destination within Truth or Consequences. The signs also communicate that this area is the historic Hot Springs district. The design emphasizes the local loop—a one-way route lined with shops, dining, and art galleries—helping visitors understand that there's more to discover just around the corner. Directional cues and iconography guide foot traffic while reinforcing the area's identity as both a historic and creative core of the city.




Turn Sign




Loop Sign




Monument Sign

## Artistic Add-Ons

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

Strongly supported in the community survey, this program celebrates the voices of TorC's creative community while keeping signage functional and on-brand. Potentially managed by MainStreet Truth or Consequences with technical support from New Mexico MainStreet, the program would include artist guidelines, specs, and a selection process to ensure quality and cohesion.




*Rider (when no artwork is on display)*



*Sign Back Print w. example artwork*




*Rider w. example artwork*




*Sculptural Slip w. example artwork*

# 5. IMPLEMENTATION

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

# Sign Location Plans

5 City Decision Signs

4 City Decision Signs with No Top Rider

3 City Arrival Signs

4 City Turn Signs

7 District Loop Sign A – Signs

3 District Loop Sign B – Signs

3 District Decision Signs

2 District Arrival Signs

2 District Turn Signs

2 Monuments

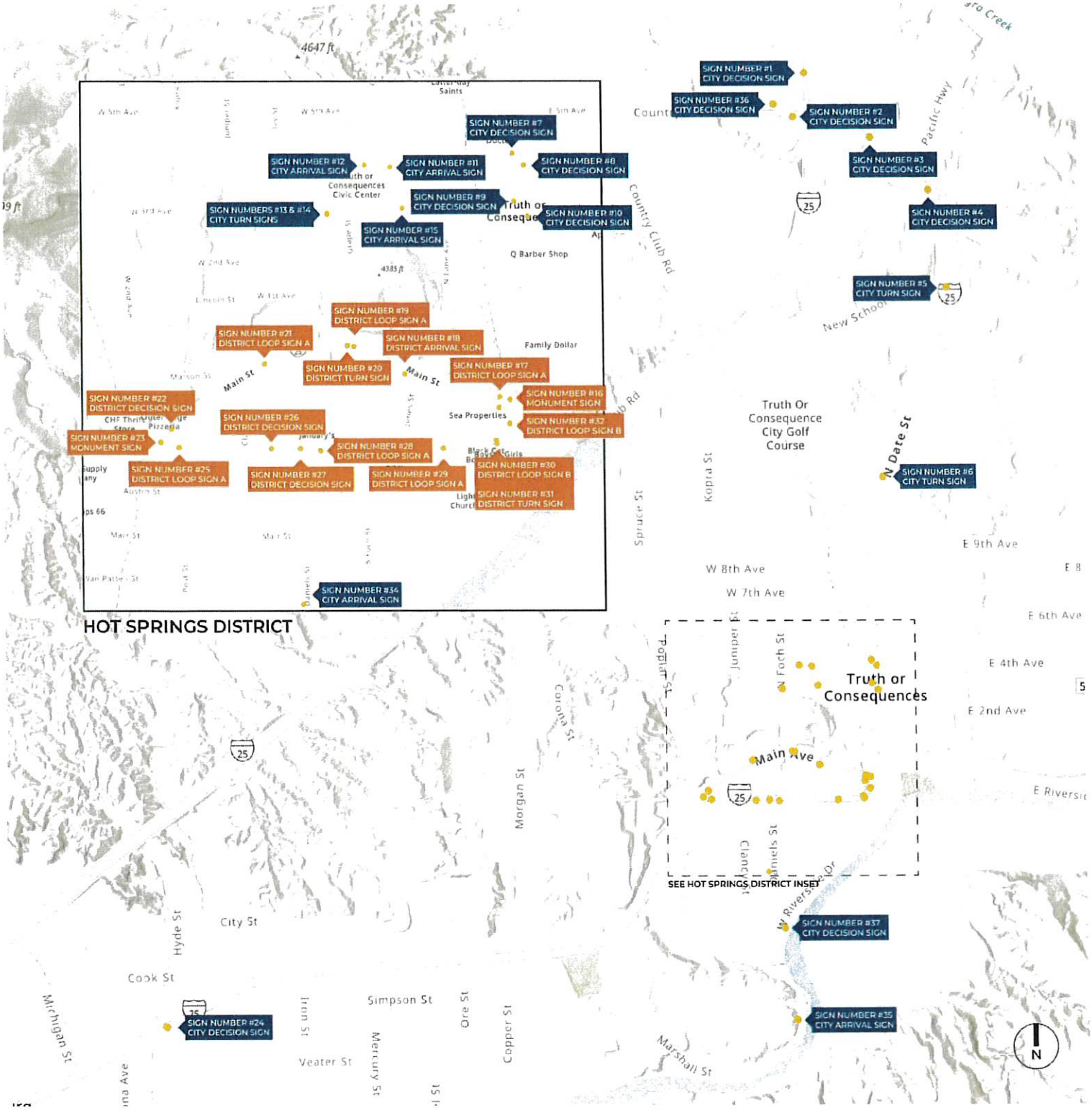
**37 Total Proposed Signs**

# Phasing/Prioritization

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

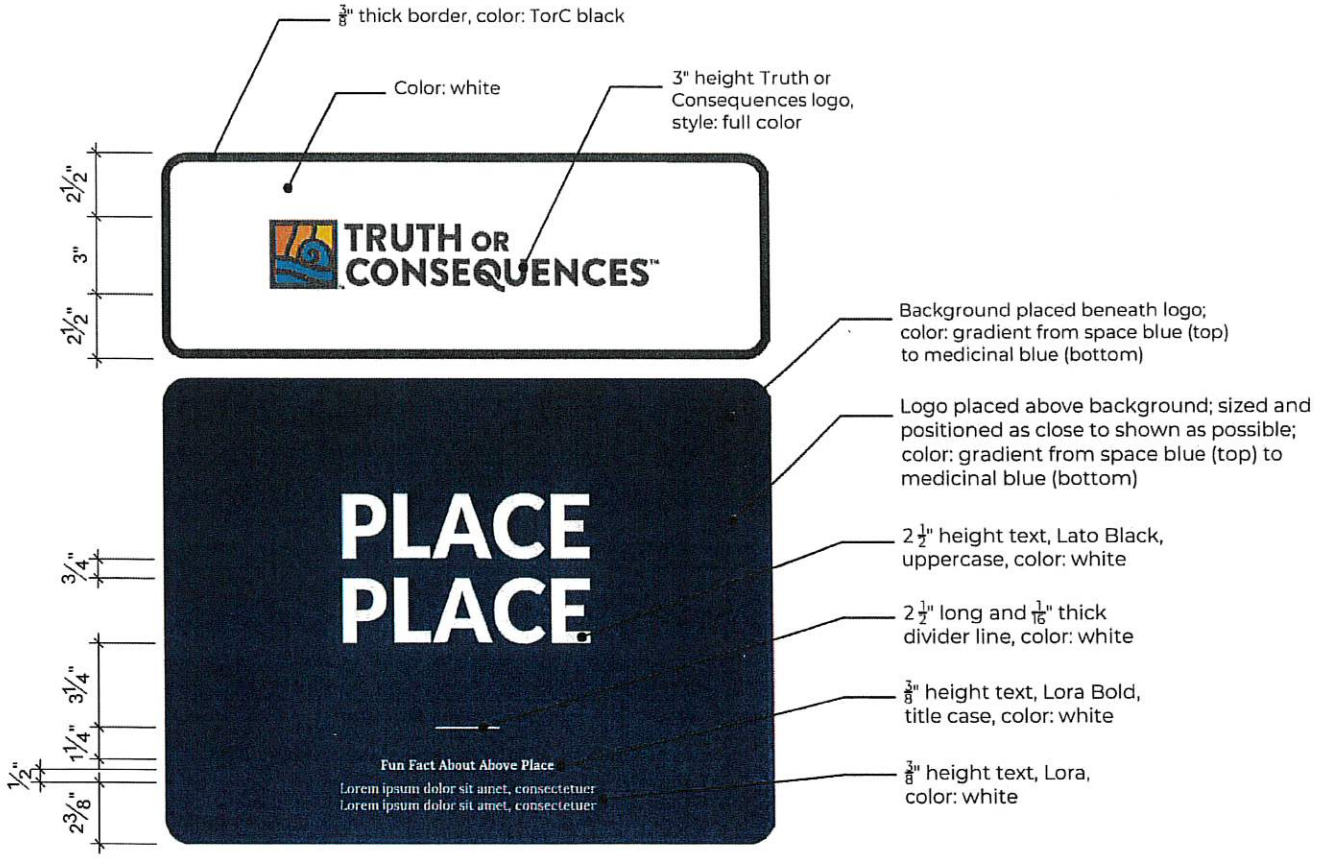
**Priority 2 – Arrival Signage**

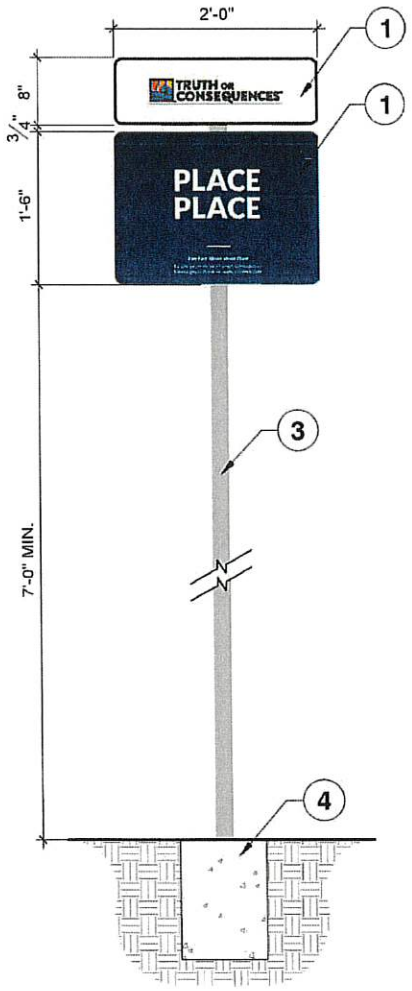
**Priority 3 – Gateway & Monument Signage**


SIGN NUMBER #1
CITY DECISION SIGN
SIGN NUMBER #36
CITY DECISION SIGN
SIGN NUMBER #2
CITY DECISION SIGN
SIGN NUMBER #3
CITY DECISION SIGN
SIGN NUMBER #4
CITY DECISION SIGN
SIGN NUMBER #5
CITY TURN SIGN
SIGN NUMBER #6
CITY TURN SIGN
SIGN NUMBER #7
CITY DECISION SIGN
SIGN NUMBER #12
CITY ARRIVAL SIGN
SIGN NUMBER #11
CITY ARRIVAL SIGN
SIGN NUMBER #8
CITY DECISION SIGN
SIGN NUMBER #9
CITY DECISION SIGN
SIGN NUMBERS #13 & #14
CITY TURN SIGNS
SIGN NUMBER #10
CITY DECISION SIGN
SIGN NUMBER #15
CITY ARRIVAL SIGN
SIGN NUMBER #19
DISTRICT LOOP SIGN A
SIGN NUMBER #21
DISTRICT LOOP SIGN A
SIGN NUMBER #18
DISTRICT ARRIVAL SIGN
SIGN NUMBER #20
DISTRICT TURN SIGN
SIGN NUMBER #17
DISTRICT LOOP SIGN A
SIGN NUMBER #16
MONUMENT SIGN
SIGN NUMBER #32
DISTRICT LOOP SIGN B
SIGN NUMBER #22
DISTRICT DECISION SIGN
SIGN NUMBER #23
MONUMENT SIGN
SIGN NUMBER #26
DISTRICT DECISION SIGN
SIGN NUMBER #28
DISTRICT LOOP SIGN A
SIGN NUMBER #25
DISTRICT LOOP SIGN A
SIGN NUMBER #27
DISTRICT DECISION SIGN
SIGN NUMBER #29
DISTRICT LOOP SIGN A
SIGN NUMBER #30
DISTRICT LOOP SIGN B
SIGN NUMBER #31
DISTRICT TURN SIGN
SIGN NUMBER #34
CITY ARRIVAL SIGN
HOT SPRINGS DISTRICT
Truth Or
Consequence
City Golf
Course
Truth or
Consequences
SEE HOT SPRINGS DISTRICT INSET
SIGN NUMBER #37
CITY DECISION SIGN
SIGN NUMBER #35
CITY ARRIVAL SIGN
SIGN NUMBER #24
CITY DECISION SIGN
Main St
Pacific Hwy
Country Club Rd
N Date St
Spruce St
Kopra St
Morgan St
Hyde St
Cook St
Simpson St
Veater St
Marshall St
Copper St
Ore St
Mercury St
Michigan St
City St
Juniper St
N Foch St
Main Ave
E 9th Ave
W 8th Ave
W 7th Ave
E 6th Ave
E 4th Ave
E 2nd Ave
N
4647 ft
4335 ft

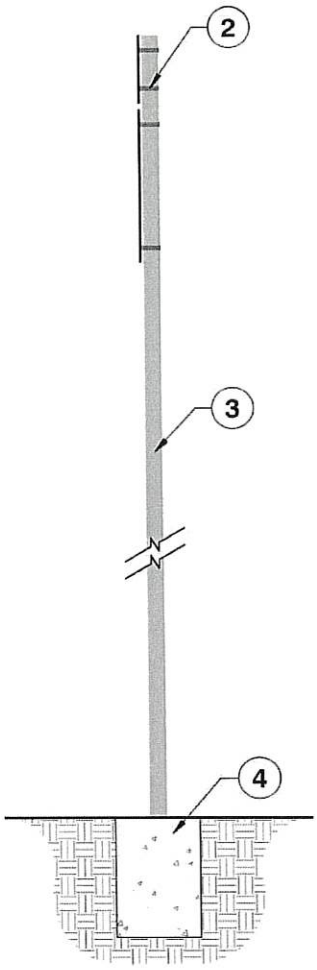
# 6. APPENDIX

## Design Intent Drawings






FRONT ELEVATION




SIDE ELEVATION

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

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

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

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

(3) POST
Field verify if there is existing post or light pole. For all new posts:

SIZE: 2" x 2" square tube with welded cap
MATERIAL: Anodized aluminum
EDGES: Bolt, washer, nut

(4) POST FOOTING
Footings shall be sized to meet local design standards.

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

# Sign Schedule

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

| Sign Number | Location Description | Sign Type | Post/Mount | Content | OBJECTID | Latitude | Longitude |
|---|---|---|---|---|---|---|---|
| 23 | Median betwen Main St and Broadway St facing southwest | Monument | Install on gabion structure | As shown on design intent drawings | 23 | -107.2591345 | 33.12860456 |
| 24 | Widest part of S Broadway St median between E Val Verde Ave and Hyde Ave | City Decision Sign | Install on new post | Rider: 5 mins / Main Sign - Line 1: Hot Springs (up arrow), Line 2: Shopping (up arrow), Line 3: Dining (up arrow) | 39 | -107.2864326 | 33.11911976 |
| 25 | Broadway St and Post St, SW corner | District Loop Sign A | Install on existing light post above pedestrian crossing signs | As shown on design intent drawings | 25 | -107.258715 | 33.12850146 |
| 26 | South side of Broadway St between Clancy St and Daniels St | District Decision Sign | Install on new post | Line 1: Free Parking (left arrow), Line 2: Restrooms (left arrow) | 26 | -107.2564905 | 33.12847016 |
| 27 | Broadway St and Daniels St, SW corner | District Decision Sign | Install on existing light post above pedestrian crossing signs | Line 1: Healing Waters Plaza (left arrow), Line 2: Pool (right arrow), Line 3: Rotary Park (right arrow), Line 4: (Hiking Icon) Healing Waters (right arrow) | 27 | -107.2557895 | 33.12847486 |
| 28 | Broadway St outside of Ingo's Art Cafe | District Loop Sign A | Install on existing light post | As shown on design intent drawings | 28 | -107.2553049 | 33.12843977 |
| 29 | Broadway St outside of First Baptist Church | District Loop Sign A | Install on existing light post | As shown on design intent drawings | 29 | -107.2523466 | 33.12847619 |
| 30 | Median between N Broadway St and S Broadway St, behind and to the left of existing I-25 sign | District Loop Sign B | Install on new post | As shown on design intent drawings | 30 | -107.2510733 | 33.12862937 |
| 31 | Median between N Broadway St and S Broadway St, behind and to the right of existing I-25 sign | District Turn Sign with Right Arrow | Install on new post | Ralph Edward's Park | 35 | -107.2510403 | 33.12856243 |
| 32 | Date St and Main St, SW corner | District Loop Sign B | Install on existing light post | As shown on design intent drawings | 31 | -107.2507423 | 33.12895933 |
| 33 | Main St at southern end of Date St median | District Loop Sign A | Install on new post | As shown on design intent drawings | 32 | -107.2509948 | 33.12927742 |
| 34 | Daniels St about 2 feet to the left of one-way alley | City Arrival Sign | Install on new post | Public Pool | 40 | -107.2556866 | 33.12540499 |
| 35 | Entrance to parking area for Healing Waters trailhead | City Arrival Sign | Install on new post | Healing Waters Trailhead | 41 | -107.2542865 | 33.11946336 |
| 36 | North side of Country Club Rd. across from Exit 79 offramp | City Decision Sign | Install on new post | Rider: 5 mins / Main Sign - Line 1: Hot Springs (right arrow), Line 2: Shopping (right arrow), Line 3: Dining (right arrow) | 42 | -107.255279 | 33.15721767 |
| 37 | About 5 feet before left turn into Rotary Park | City Decision Sign with No Top Rider | Install on new post | Line 1: Rotary Park (left arrow); Line 2: (Hiking Icon) Healing Waters (up arrow) | 43 | -107.2552494 | 33.12306208 |

# TRUTH OR CONSEQUENCES WAYFINDING PLAN

PUBLISHED 2026

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE**: February 11, 2026

*Agenda Item #:* E.2

**SUBJECT:** City Commission Regular Minutes, January 28, 2026
**DEPARTMENT:** City Clerk's Office
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer
**WHO WILL PRESENT THE ITEM: Consent Calendar**

***Summary/Background:***

Minutes approval.

***Recommendation:***

Approve the minutes.

***Attachments:***

- Minutes

-

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

$0.00

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

None.

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☒ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 2-11-26

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JANUARY 28, 2026

## A. CALL TO ORDER:

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

## B. INTRODUCTION:

### 1. ROLL CALL:

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

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

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

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

### 2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

### 3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for Jim Paxton to lead the Pledge of Allegiance.

## 4. APPROVAL OF AGENDA:

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

## 5. COMMISSION COMMENTS:

Commissioner Forrister: I just welcomed a new nephew into the world.

City Attorney Rubin: Congratulations.

Mayor Hechler: Congratulations, Auntie. I have one announcement to make, looks like we're going to have a group of us going to the Municipal League next week. The Municipal League is going to meet on Wednesday, February 4th for registration, and Thursday, February 5th for the programming. We'll have to make arrangements to go, we'll have two city vehicles, and we'll split up accordingly. It looks like, Gary what time do we have that meeting with the governor?

City Manager Whitehead: I think we landed on 2:30pm.

Mayor Hechler: So, it's exciting, I haven't had the chance to meet the governor for a couple years. We ran into some good luck, and I'm thinking we have an audience with her at 2:30pm on the 5th. We'll break off and do that to advocate for the city, maybe we'll have some luck. That's the only announcement that I have.

## 6. STAFF COMMENTS:

City Manager Whitehead:

- Just to remind everybody, our first water project is under construction. J&H Construction Company are moving at a very rapid pace, they're over on 8th Street, doing a really good job. We did have a water line break on the first day of construction, it was an unfortunate situation, so we've been managing that. We've gone out and identified all the valves along that corridor so that we can respond faster. We've done a test ourselves of the school. So we know we can shut the valve off at the top of Silver Street and still maintain pressure at the school.
- Last week, we hosted a meeting with the contractor, we brought the schools in, and we have a plan going forward. We will be communicating a little better with the residents along each of the locations, and working directly with the schools so that if we do need to shut water off, they have the opportunity to adjust their schedule. They've agreed to not be in such a hurry to shut the school down, give us a minute to isolate the problem and see if we can get it put in order. Again, we are just working as diligently as we can to try to make this work. Hopefully, it continues like it has this week and last week where we haven't had any

problems. But they're going to be in those areas for quite a while, they're putting the first line in, they've got to come back and adjust valves, so it's quite a bit of work there.

- Foch Street's moving along pretty well, right now they're running the ditches on both sides and we've found a lot of sewer lines and water lines. A lot of those water lines are not active, but we have run into some of the water lines that we added from the MSD project. Typical stuff that goes on with a road that's been around that long, so just letting you know that we're working diligently to try to stay on the path on a daily basis to make sure people have access where we've said they would.
- What I'm bringing to you today on your agenda is a purchase order adjustment that we are going to make for Wilson & Company, to do with the shovel-ready project that is underway right now. We'll wait until that comes up, but also for the critical water project back in 2022, the city approved a contract with Wilson to do all the design work for the 36,600 linear feet, all the water lines in that area are being improved. The first portion of that contract was paid for to Wilson from an agreement we had from Martin Heinrich, a contract of $1.6 million. We have exhausted the funds on that particular set of funding, and now we need to move into the critical water application to get the next set of funds. There will be a change, not in scope, not in work, not in process from what was originally agreed, but we're upping the purchase order, it has to go up $1.4 million for the remaining design, construction, construction management, everything that goes on with the critical water line project. We just wanted to update you, the purchase order has already been led, the contract was approved, but we are changing that PO, that amount of money, to finish out that contract that we have with Wilson on that project. I'll stand for any questions on that.

Mayor Hechler: Thank you for that clarification, I was a little confused earlier, but you straightened me out, so thank you very much.

City Manager Whitehead: The original project, just to remind you, was estimated at about $21 million to do that part of town. We have just under $18 million, but what's good about it is that we're paying for the full design of it, and it looks like, based on the quotes, that the $17 million that we have should complete the project. It would be a high estimate given to us in 2022/2021, at that time, but prices are coming in line, so we still feel like we're going to get the full project.

**C. CONSENT CALENDAR:**

1. **2nd Quarter Subrecipient Reports**
2. **Purchase report of requisitions between $20,000 and $59,999.99**

City Attorney Rubin: I think it's always goo tot point out that on the purchase report, there's a list contained in the packet, and there's three items on the list. Just so there's no confusion.

Mayor Hechler: Okay. I would like to ask for one change, that is on item number two: Purchase Reports of Requisitions between $20,000 and $59,000.99. Would you go back down to the spelling of my name and correct that please?

**Commissioner Forrister moved to approve the Consent Calendar with the amendment of the mayor's name to item C2. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

## D. ORDINANCES/RESOLUTIONS/ZONING:

### 1. Discussion/Action: Resolution No. 33 25/26 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement agreements and Purchases.

City Manager Whitehead: This is an annual document that the Commission would look at, these are the authorities you grant to me and to the staff to be able to do the work that we do on a daily basis. We did make a few changes to the document, primarily to follow in the process. What we've been trying to do this year is streamline our requests, so we're not getting a grant application, a grant approval, a budget adjustment, and you're seeing the items four times. We'll be coming to you and basically saying, "We'd like to apply for this grant, and we would like the authority to fulfill all the obligations administratively to complete that grant." So if, as a Commission, you think that's the right grant, or we're in the right program to apply for, once you grant us that authority to move forward, this document would allow us to do so. In the beginning of last year, the Commission made an independent change to grant the manager the authority to approve purchase orders from $20,000-$60,000, and we just cleaned it up and put it in this document. Again, basically saying, "These are all the additional functions the Commission is granting to the administration." With that, I'll stand for questions, and I think the attorney has a couple of revisions he'd like to share.

City Attorney Rubin: Sure. After this document was placed in your folder, Mr. Whitehead and I got together, and I wanted to suggest three minor changes, if I might. The changes are as follows:

- On the second page, paragraph two, the last sentence reads, "The city manager shall present all documents utilized for procurement to the city commission for review and concurrence." We want to change the word "concurrence" to "acknowledgement". We don't want to have a difficult situation where the city manager has already entered into a contract, and then after it's done, we would seek concurrence, that would defeat the purpose of paragraph two. So instead of saying "concurrence" we're going to say "acknowledgement".
- On paragraph nine, where it reads, "The City Manager may prepare, submit applications and accept grants" we want to change "accept" to "process". That would give the City Manager the ability to go ahead and do what he needs to, to submit the applications, etc. But we want to make it clear that it would come back to you to actually approve the grants.

- Consistent with the previous change, on paragraph 13, you have a sentence that end with, "to secure grant funding." After that, we'd like to add the phrase "after approval by the City Commission." So you would be giving the approval, Mr. Whitehead could then complete his duties. Those are my suggested changes.

Commissioner Forrister: But those changes are not in our document?

City Clerk Torres: No.

City Attorney Rubin: Correct, I'm suggesting that you can vote on this resolution with the changes I just articulated.

City Manager Whitehead: I'd also like to point out, on paragraph 13, particularly, it doesn't only authorize me, because often times, the chief elected official is on that document for signature, so once the process is done and approved, you would give either myself or the mayor the authority, then, to sign those documents. The other item that we had to change in here was the ability to use electronic signature, because that's become the norm. It's incredible, we get a contract on Tuesday, and they want it executed by Friday, once we've approved it and it's gone through the process.

Commissioner Forrister: I think it's just keeping up with the times and staying relevant on what needs to happen.

Mayor Hechler: Agreed.

**Mayor Pro-Tem Mitchell moved to approve Resolution No. 33 25/26 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement agreements and Purchases with the changes articulated by City Attorney Rubin.**

Commissioner Hoeppner: I still feel uncomfortable with going from the $20,000 to $60,000. When we were in Santa Fe, they recommended that we, as Commissioners, should know where the money is spent and where it's going, and be informed at all times. I heard so many times in the last two years that "We always did it like that. So it was $20,000 the entire time. We always did it like that." and now we want to change that to make the process quicker and more fluent, but I think that we, as the City Commission, should be involved in the bigger decisions. I understand that it's case by case, especially when it comes to emergencies. We are reachable, we can be here, and I think that our voters would like to know what the money is spent on. I think it's always good to know, at least, and we were never saying, "Oh no you can't buy that." Or "You can't do that." So we really want to trust here that everybody is informed. I have a problem with going from $20,000 to $60,000.

Mayor Hechler: And you do remember that our agreement before was that we would give that authority to the City Manager, but that he would inform us as to what he did during our next Commission meeting on our consent calendar?

Commissioner Forrister: I've been here for a minute, and it used to be $60,000. A prior City Manager wanted it at $20,000 because he wanted us to have more say in that, but legally we can move it back to the $60,000. But these are already budgeted items, it's not on anything that we haven't already approved.

City Attorney Rubin: Correct.

Commissioner Forrister: So these are already items that we have budgeted for and approved, and we will still get to see what those are spent on, we just aren't voting on that at that moment, it will still be in the consent calendar.

Commissioner Hoeppner: Yeah, but when it is in the consent calendar, that means everything is done.

Commissioner Forrister: You can pull anything out of the consent calendar to vote on it. But yeah, it'll already be done because we've already budgeted the items.

Mayor Hechler: We have a motion on the table, so do we have a second for that motion?

**Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**Hon. Destiny Mitchell, Mayor Pro-Tem voted aye**
**Hon. Chaz Glines, Commissioner voted aye**
**Hon. Ingo Hoeppner, Commissioner voted nay**
**Hon. Amanda Forrister, Commissioner voted aye**
**Hon. Rolf Hechler, Mayor voted aye**

**Motion carried with a 4-1 vote.**

2. **Discussion/Action: Approval of Resolution No. 34 25/26 and MOU Authorizing ongoing scheduled use of the Adobe Hills Shooting Range by Rio Vaqueros Inc.**

City Manager Whitehead: Thank you for the opportunity to present this. County Commissioner Paxton came to see me, and indicated that there was a misunderstanding at the shooting range between the parties involved. They had an event and it wasn't on the city's calendar. When we went back and looked through it, there was an MOU that had been brought up a long time ago where the Rio Vaqueros, who are an organization that supports shooting events and education, would partner with the city to help make sure that the shooting range was open, accessible, clean, available, and carry out some of those services. That MOU never really made it through the process, so what we did is go back, Jay was able to find this and provide it, so we

kind of cleaned it up, modernized it a little bit, and put together the MOU which basically says that we're going to let the Rio Vaqueros be support, help us maintain, clean, they're going to do those things, and then concrete those dates that they really want to use to do shooting events. I'll let Mr. Paxton answer some more questions, he knows the range better than I do, but in all instances, the range would always be open to the public. He's indicated that when they shoot, they take one particular part of the course, and there are eight or more ranges in other areas that are always open. At no point would any member of the public ever be asked not to participate. Members of the public could actually come out to join their event, participate in an organized shooting event. Secondarily, our Police use this, they use it for All Act, so this wouldn't change anything our law enforcement community would do out there either. With that, I would ask that Mr. Paxton be allowed to comment, and the staff supports approval of this.

Mayor Hechler: Yes, sir. Mr. Paxton, welcome.

Sierra County Commissioner Paxton: Good afternoon, it's good to see you all. The shooting range was built in 1992 with volunteer labor, which the city participated in, as well as State Parks, Forest Service, Sierra County, and I don't remember who the other was, but it was all built with volunteer labor. The city was able to buy that 80 acres for $50/acre in 2014. That is one of the silver gems that we have, we have a lot of snowbirds that come here year after year to shoot. They go out there and be members of our club for the time that they're here. We have held regional-type matches in the past, we don't have anything on the calendar now, but there are four days a month we use the range with organized shooting matches. We had a situation, we were shooting on the rifle range, which is to the far East in the 600-yard range, we were shooting 22's and a man came up with his family, he was pretty upset that we were using that range. He wanted us to vacate it. There's a 150-yard rifle range just to the West of that, before the law enforcement range, so we told him we'd be done in about two hours, and he said, "Well you can't keep me from doing this." And he said that he had checked with the Clerk and there was nothing on the calendar. So we want to get these four dates on the calendar, they're standard every month, it's the second and fourth Wednesday, and the second and fourth Saturday of each month. It's generally from 8am-12pm. The Rio Vaqueros is a pretty small club, without our winter visitors, we're about 25 members. With our winter visitors, we're about 60 members. Every time we shoot, we clean up, and it's everything from washing machines and TV's to chunks of concrete, it's just amazing. In some of those cases, we need heavy equipment to move the debris. We have had annual cleanup days and coordinated with the city in the past, and we'd like to continue that. It's a safe place to shoot, there are eight pistol bays, that excludes the law enforcement range which is gated off, and two rifle ranges, 150-yard range, and a 650-yard range. We get all kind of compliments and letters telling us what a great facility it is, and how people really enjoy using it. Gary and I talked, and the MOU will simply clean this thing up and continue on to the next generation of shooters. The other people that really use that range a lot is the 4H shooters. I don't know what their schedule is, and we probably should coordinate with them because they do quite a few activities out there as well.

Commissioner Forrister: We shoot on the law enforcement range. We're going to ask, how old do you have to be to come be one of the members of the Rio Vaqueros?

Sierra County Commissioner Paxton: We have one member that's 9 years old.

Commissioner Forrister: Good to know.

Sierra County Commissioner Paxton: They go through a little safety course, and we have safety range officers that are both NRA and United States Practical Shooting Association certified. Everything is done in a very safe manner, and everybody has fun, at any skill level. The handgun matches are the second Saturday, they're from 8am-12pm. We love having newcomers, and especially kids. We'll coach them, as well as have them run the course.

Commissioner Forrister: That's what I was looking for.

Sierra County Commissioner Paxton: We appreciate the Commission considering this MOU, and we look forward to working with you. Any questions?

Mayor Hechler: Any questions for Mr. Paxton?

City Attorney Rubin: I would say, the interesting history about this, as you know I had drawn up this MOU similar to what you have now, I think I drew this about three years ago, and what I remember was that the requirements that we put in here that Vaqueros was agreeing to actually came from Vaqueros, I think it was something you guys suggested, it wasn't my thoughts, it was actually you.

Sierra County Commissioner Paxton: We don't have any quarrel with it, it's just, you know, the gating and the locking of the range became untenable. There was a concern, the Chief and I talked, too, there were some extracurricular activities out there late at night that included bonfires and underage drinking, and I don't think there's any of that happening right now. I haven't seen any evidence of beer cans or bottles left behind, so I think that's kind of toned down. It's in the deed that it has to be dedicated to a shooting range, open to the public, and I think that's a good thing. I think T or C should be proud that we have that facility.

City Attorney Rubin: So I can assume, then, that Vaqueros is familiar with the responsibility set forth in the MOU, and you're okay with that?

Sierra County Commissioner Paxton: Yes. We have a meeting tomorrow, and if it's ready to approve, we'll approve it tomorrow.

Mayor Hechler: Thank you, Mr. Paxton, I've enjoyed using that range many times. It's a great asset to our community, so thank you for bringing this forward.

City Manager Whitehead: We did come across one change today, I would point out that the Streets Department has worked out there this year with the Police Chief, has kept that up and will continue to, but under the MOU, on item 2-F, it talks about Vaqueros, it reads, "Vaqueros will maintain the Shooting Range and keep the premises free from trash and weeds." We added a line so it reads, "The city will assist Vaqueros in maintaining the Shooting Range and keep the premises free from trash and weeds." Also, it should be pointed out that in this particular case, with the MOU, the consideration is that they're going to clean and maintain the park for us, at no cost to do those four events. We recognize that in the future, we may have other events, we may have other vendors that want to come and do events, so in the near future, I'll be bringing an updated resolution that talks about the fees that we charge on all items. The MOU supports the four events, and the Vaqueros providing cleaning and all those services in conjunction. I just wanted to note those two points. In the future, we could potentially be charging other folks for using the facility, and we could be charging the Vaqueros for using the facility if it was a big event outside these four that we're concreting and locking for them. I do think, for any citizen that was disappointed, it's important that we have things on our calendar, and if they checked and it wasn't there, then we certainly weren't in the right to do that. This cleans that up for everybody so the public has good access to that.

Mayor Hechler: Thank you, Mr. Whitehead.

**Commissioner Forrister made a motion to approve Resolution No. 34 25/26 and MOU Authorizing ongoing scheduled use of the Adobe Hills Shooting Range by Rio Vaqueros Inc. with amendments mentioned by City Manager Whitehead. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

3. **Discussion/Action: Resolution No. 35 25/26 Establishing a cash-transaction rounding policy in response to the cessation of circulating penny production, while requiring that all non-cash transactions be accepted and processed to the exact penny.**

City Manager Whitehead: This is one of the fun ones. Obviously, everyone knows the penny is going to go out of circulation, it won't end at any one point. The resolution just really clarifies that if and when the city does not have a penny, or pennies are not available, they'll have a process by which they can round up or down. The writers of the policy felt like over time it would balance out. The other thing is that it requires we keep those records when we do so, so that we can report that to the auditor. It doesn't allow for rounding on any transaction that's not cash. If you're paying by credit card, you'll pay the full amount. If you pay by check, you'll pay the full amount, debit card, all that, it's just for cash transactions, and when we get to that point.

Commissioner Forrister: So, if anybody wants to save a few cents, go pay in cash and be on the round-downside.

Mayor Hechler: I haven't done the research yet, but I think this might be a time where the penny is actually worth more money to be recycled than it is as currency. I'd have to do that research.

Mayor Pro-Tem Mitchell: I'd like to know what you find out. I'm just curious what's going to happen when the little kids come to the swimming pool with their bag of dollar pennies and try to get in, what do we do?

City Manager Whitehead: Well, you take them, I mean, the penny will still be a currency, it's just that at some point, we may not be able to get change at the bank, they may not service us.

Commissioner Forrister: They can still pay in pennies, we just might not have pennies to give change.

Mayor Hechler: Maybe a collector's item at some point.

Commissioner Hoeppner: No, it's already on eBay, people are selling them for more than they're worth.

Commissioner Forrister: Perfect, save your pennies, folks.

Commissioner Hoeppner: Exactly, save your pennies.

**Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 35 25/26 Establishing a cash-transaction rounding policy in response to the cessation of circulating penny production, while requiring that all non-cash transactions be accepted and processed to the exact penny. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

## E. NEW BUSINESS:

### 1. Presentation/Discussion/Action: MainStreet Truth or Consequences Wayfinding Plan.

*Presenter Names: Amy Bell, Cam and Julia Wilde - Revitalization Specialists from New Mexico MainStreet; and Becca Eza, Executive Director of MainStreet T or C*

Becca Eza MainStreet Truth or Consequences Director: We're here this afternoon to present the final wayfinding plan. A little bit of background, we've been working on this project since September of 2024, at that point I wrote a service request to New Mexico MainStreet. For a little background on that, as a MainStreet community, as part of the New Mexico MainStreet network, we get these services from the revitalization specialists from New Mexico MainStreet at no cost to us, you guys, or to the community.

They're paid by New Mexico MainStreet and the Economic Development Department. We have these folks that are able to help us in all different areas, and for this particular project, we asked for their help in developing a wayfinding plan; signage to help people get around town. The benefit for having them come in and help on this project is that they know the technical specifications, and how to actually do a project like this. They've done several of these for other communities throughout the sate, and they know what to do to make it acceptable for NMDOT, and what we need to have in a plan like this to be able to actually manufacture and install signs. They're going to talk with you guys on the process we went through and what the final plan looks like, and then we ask that you consider voting to approve the plan. This is not asking for any kind of financial obligation from the city, this is just your approval for it, and then MainStreet will seek grant funding to actually produce these signs. I will turn this over to Amy Bell and Cam & Julia Wilde, who will talk a little bit more about the plan.

Amy Bell, New Mexico MainStreet Revitalization Specialist: We're really excited to be at this point in this project, we've been here a couple times before, sharing information on progress of the plan, and it's really great to be at this point when the plan is all put together and now we can just help Becca look for money.

Amy Bell and Cam Wilde presented the MainStreet Truth or Consequences Wayfinding Plan (Copy attached hereto and made a part hereof).

City Attorney Rubin: Can I ask a question? You're talking about adopting the plan, I thought all we were doing was supporting the plan. That's what I thought from the agenda request form. And there's a difference, that's the reason why I want to know, because adopting the plan means we actually went through every page here, and we agree with all the details. I thought all you wanted from us was a letter of support so you can get grant opportunities. I just want to clear that up.

Becca Eza, MainStreet Truth or Consequences Director: I don't really know, legally, what we would need.

Amy Bell, New Mexico MainStreet Revitalization Specialist: I would think that probably the letter of support would be enough if formal adoption creates a process that could be prohibitive.

Mayor Hechler: For clarification, though, this isn't like the final plan? It will change to some degree, right?

Amy Bell, New Mexico MainStreet Revitalization Specialist: Well there was a draft plan that should have been included in the packet.

Mayor Hechler: Right. So if we adopt it, then our hands are kind of tied. So I'm thinking, in our notes, we're supposed to support, so I'm thinking that's probably the direction –

City Attorney Rubin: That's what I thought, that's why I brought it up.

Mayor Hechler: That's why I asked if there were going to be any further changes, it would make it easier.

Becca Eza, MainStreet Truth or Consequences Director: And you know, the issue, then, would be if we'll need to have a final plan when we pursue grant funding for it. So I don't know if it's something that the Commission needs to look at more in-depth, and consider any changes that you guys might propose to it, or if it could be supported right now, and that would allow us to start pursuing grant funding, but then before we actually go through with implementing anything, that we would have a final, final plan that you guys would look at.

City Attorney Rubin: That's what I thought.

Commissioner Forrister: I like that just for our purposes.

City Attorney Rubin: I apologize for that, but since you brought up adopting the plan, I thought it was a good time to ask, because now all the sudden, you're done.

Amy Bell, New Mexico MainStreet Revitalization Specialist: It was a really good question, and definitely not something that is my area of expertise. Procedurally, what could be considered the final plan might be, like the shop drawings that the sign fabricator submits. Because, really, the plan is meant to be guidance, this plan establishes the rules for what the signs are going to look like. There's sort of a difference between what's in the more general plan guidance, and then what's in those design intent drawings, the sign schedule, and all of the sign content, because you can always add signs, or there might be something that between now and installation, something moves. Like there's a new pool, or something. Hopefully, it's not that long.

Becca Eza, MainStreet Truth or Consequences Director: Yeah, and it does seem like there would need to be changes up to the final point of manufacturing, because like Amy said, that different manufacturers might do things differently. It seems to me like we would be able to pursue grant funding for it, and then use that funding to have the finalized plan, and have that officially adopted at that point.

Mayor Hechler: I think that might be a logical step. We can support this plan, that'll give you a starting point. Then when you come back to us, we'll have this already –

Becca Eza, MainStreet Truth or Consequences Director: And we've got X amount of money already to do it, and then you look over this with a fine-tooth comb.

Mayor Hechler: Right. I think part of the final plan should include some other things too, for instance, I'm interested in the construction of the signs themselves, and I'm interested in which direction they're going to face. New Mexico sun is notorious for damaging signs, they don't last very long, I'd like to know what the longevity of the signs may be. I'd like to know how to replace these signs, because if they're going to be so

unique, how do we quickly replace them if something gets stolen or vandalized? I think those are all going to be part of a plan down the road, I would think, right?

Amy Bell, New Mexico MainStreet Revitalization Specialist: Yeah, so the detailed information on the sign materials and the construction, that's outlined in those design intent drawings, but would be provided in the shop drawings that the fabricator is required to provide before they fabricate them. The other items, that raises a really important point, which is not often included in these types of plans, it's more of a maintenance and management plan, so sort of understanding what are the practices and costs associated with keeping the sign system up.

Mayor Hechler: And I guess, just to give you a little context, I was part of a plan that bought similar signs for state parks, 35 state parks, well over $100,000 projects, and the signs lasted about 5 years. That was a poor decision at the time, it's been a few years, I know things have changed and we've progressed, we're more modern and have better materials now, I hope, but it's very critical to me that we get something that lasts for a long time, and is constructed well.

Amy Bell, New Mexico MainStreet Revitalization Specialist: Yeah, really, all of the signs are required to comply with the manual and uniform traffic control devices, so those materials that go on the sign, that have the colors and the text and everything, that has to be the same as the DOT signs that are out there, so they should last at least as long as those, but we know that those fade over time too, especially here.

Cam Wilde, New Mexico MainStreet Revitalization Specialist: Like somebody setting fire to them, and all that stuff.

Mayor Hechler: It happens.

Cam Wilde, New Mexico MainStreet Revitalization Specialist: And I'll just add, the plan, once we get to that adoption stage, it's with the caveat that if there is a new library built, you could make a new sign, the plan isn't saying "You *have* to do these things." As far as the overall intent and placement and stuff. There may be shifts, so nothing's saying that if you adopt this plan you *have* to put this sign here, and you have to put that sign there. You just have the guidance, and you're adopting the general language, intent, design, things like that, over time, and of course things will change up to the last minute. When it comes to placement, we had something similar with Taos, and there were changes right up to the end, because businesses – or you know, and office – would move, or a new building would come up that they felt like was higher priority than the sign pointing to that building, things like that.

Commissioner Forrister: Are they still presenting, or can we ask more questions?

Mayor Hechler: Yeah, please ask them more questions.

City Attorney Rubin: Yeah, I didn't mean to curtail your presentation, feel free to proceed. It's just because you brought up that question, I figured now was a good time to ask, instead of waiting until the end of the presentation and then asking.

Amy Bell, New Mexico MainStreet Revitalization Specialist: We were conveniently at the end, so you had very good timing.

Becca Eza, MainStreet Truth or Consequences Director: Please continue with any questions you may have.

Commissioner Forrister: You talked about really getting citizens and the community involved, and you said you've had public meetings, where were those held at?

Amy Bell, New Mexico MainStreet Revitalization Specialist: So, we had those meetings in the side room at the brewery, the garden.

Mayor Hechler: I think there were, 2 or 3?

Amy Bell, New Mexico MainStreet Revitalization Specialist: There were three.

Cam Wilde, New Mexico MainStreet Revitalization Specialist: Four. There were four, and several of them were twice in the same day, the same meeting at two different times.

Amy Bell, New Mexico MainStreet Revitalization Specialist: Oh, right.

Becca Eza, MainStreet Truth or Consequences Director: But four separate days, separate times through the process.

Commissioner Forrister: And then, on the logo, how did you guys come up with that part? I mean, more in-depth, like did we have any staff that got to have any input into that?

Cam Wilde, New Mexico MainStreet Revitalization Specialist: 2021, all that was done, way before the wayfinding plan was even anything, and it was a similar process with community input, all that stuff.

Becca Eza, MainStreet Truth or Consequences Director: And that logo has been used by the Lodgers tax board, so it is out there throughout the state on anything the Lodgers Tax board is paying for, marketing-wise. Brochures, billboards, and that kind of thing.

Mayor Pro-Tem Mitchell: It replaced the terminology, "Paid for in part by Lodgers tax" on anything we've printed from Lodger's tax, so as long as it had that logo, it was considered approved by Lodgers tax.

Commissioner Forrister: And I know the Mayor was kind of hitting on that, on who will be the ones to maintain these signs, and things like that, is that going to be a city thing, or is MainStreet going to take lead on that? What is that going to look like?

Becca Eza, MainStreet Truth or Consequences Director: I would say a collaboration, hopefully these signs will stay intact for a while. Certainly, MainStreet can pursue funding for whatever needs to be done, if things are vandalized, as we know unfortunately happens here too often. MainStreet is absolutely willing to at least be a big part of that, we're not putting this all on the city to then, forever, in perpetuity, maintain this. We'll partner on that.

Commissioner Forrister: Okay, thank you.

Commissioner Hoeppner: I just wanted to say thank you for all your good work, and travelling from Alamogordo and Albuquerque to meet with us and to listen to the citizens, and for helping guide us. It is always hard to verbally make an idea that you know in your head is a perfect idea, but when you talk about it in meetings then you find out, okay, we could change certain things. Your assistance with that, and MainStreet is doing a lot for our town, and I would like to say thank you for that. It has always been professional, and I enjoyed coming to each one of the meetings and being a part of all that. It's great that the community is included in those decisions.

Cam Wilde, New Mexico MainStreet Revitalization Specialist: A lot of cool ideas came out of those meetings, not just from you, everyone had such good ideas.

Julia Wilde, New Mexico MainStreet Revitalization Specialist: And they cared, it's nice to see a community that cares about their community.

Commissioner Forrister: I do love wearing my shirt, thank you for that.

Commissioner Hoeppner: Looking forward to working with you guys in the future.

Mayor Hechler: And don't get us wrong, we think this is a wonderful program. It's needed for our community, we want it, we're just trying to get some good guidance here on what we can do and how far we should go, and our recommendation is to support the plan, and if we vote that way, and we will, we probably need one more presentation with some finalization. Then, if we get that, I think we can – and I don't want to hamper any efforts on your part to get money – so you'll have to advise us with what we need to do down the road.

Becca Eza, MainStreet Truth or Consequences Director: Sure, and it may be that we need all of you to look through this plan with some more time to reflect on if there would be anything you would ask us to change in it before we can go forward, but also I can go ahead and look into if we would be able to start applying for grants now without having a 100% finalized plan, and then I'll come back to you guys.

Commissioner Forrister: So, what is the recommendation? That we support this plan? Then let them go do funding, but this is not set in stone.

Mayor Hechler: See if that meets your needs, as far as funding goes. If that's strong enough terminology. If it's not, we'll invite you to come back, I don't think we have to go through the whole presentation, it gives us a better chance to familiarize ourselves with it, and then we can move to that next step.

City Manager Whitehead: Just to add a couple of comments, first of all, just to be really supportive of MainStreet, we have a lot of momentum going with them. I mean, we have a road being built, it's through that process. The second part, to bring to everyone's attention, similar to Foch Street, this process has been going for 4-5 years, so it's not unreasonable that we don't all know the nuances of it. We're in a good spot working with Becca, the current board is really good, so staff will continue – there are a couple of items that have been addressed on how we identify, "What does this logo mean? What does that logo mean? How do we come up with a system across the board that takes care of that?" and we're going to be continuing to mature that. From administration, from our position, it would be really to support, if you felt that was the right decision, really, a letter of support to allow them to continue to work on the process, while we work on the back end to try and resolve some of these nuances that we need to, and then present that. So that when you vote to accept this plan and put it into action, you're doing so with a little more information. Other than that, we support and certainly want to really be supportive of Becca and MainStreet and what they're doing. There are a lot of good things going on right now, we have a good partnership.

Mayor Hechler: I think we're all in agreement here, thank you so much for that.

**Commissioner Glines made a motion to support the MainStreet Truth or Consequences Wayfinding Plan. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

2. **Discussion/Action: Agreement letter between the Animal Shelter and Scars for Jordan's Way Event.**

Tara Manning, Animal Shelter Supervisor: Jordan's Way contacted us, I was about to contact them because I was getting a little nervous, and they ended up emailing me, and we set up for Jordan's Way again. We are super excited to have them back. It's going to be on February 25th, from 10am-1pm for our live Facebook event – I'm still working on all the details – but of course there'll be pies thrown in my face and all that fun stuff. I'm super excited. This is just the agreement letter that we usually present to you for Jordan's Way because we're going to be partnering with SCARS. Mainly due to the fact that they have a PayPal account, and there's money that has to go back to Jordan's Way, so we figured it was a lot easier to have SCARS do that portion, and then just cut us the check difference. We're going to do the same amount that we did last time, where they'll get their deposit back, SCARS will get 30%, and the rest of the

proceeds, 70%, will come back to the shelter. We're hoping we can make it a big live event. For some reason, Kris put the limit at $15,000. I'm hoping to beat that because of right now, we're already at $300, and we haven't even started. So I'm super excited and I also want to take the time to invite all of you to be there. If you don't want to get dirty, by all means, I'm sure Kris will let you throw a pie in *my* face for you. I will stand for any questions, concerns, or comments.

Commissioner Glines: I just noticed that this says, "A minimum of 25-30 volunteers."

Tara Manning, Animal Shelter Supervisor: That's what they usually do ask for, we average, in the past I think our first time we started off with 10 and ended up with 15 in the shelter, last year, throughout the day, I think we ended up with 35. The mayor showed up, the police department showed up half the time, we locked everybody in dog kennels, so it's not a full requirement, but it is something that the more volunteers we do have present, we raise more money. Before you ask any other questions, I also want to let you know that I have contacted the County Clerk's Office, I'm waiting to hear back from them, but I have heard back from Williamsburg and Elephant Butte, and I will be going to their Commission meetings as well, to help advertise because they use the shelter, and see if we can get more people involved that way as well, which we haven't done in the past before, so we're really excited for that.

Mayor Pro-Tem Forrister: Is there an age limit on your volunteers for that day?

Tara Manning, Animal Shelter Supervisor: Nope. As long as they have a cell phone and can send some text messages to help raise money, that's all they need.

Mayor Pro-Tem Mitchell: I'll bring my kids.

Commissioner Forrister: I'll share it with all my 4H kids.

Mayor Hechler: This is a wonderful, high-energy event. It's really great, it's live.

Commissioner Forrister: The Mayor called me from a kennel.

Tara Manning, Animal Shelter Supervisor: I remember that.

Commissioner Forrister: He's like, "Get me out of here!"

Tara Manning, Animal Shelter Supervisor: I have pictures of that.

Mayor Hechler: It's great. This is your third year, isn't it?

Tara Manning, Animal Shelter Supervisor: My third year, and I remember when they first came, and then last time, Kris saw the name coming up and he was like, "Who's this?" and I said that's my husband, and he goes, "Cool. Here's a donation form him." And he just threw a pie in my face. Then, next time, he screamed my name, and he's like,

"Donation from your husband!" and a pie back in my face. So my husband likes it because he's not the bad guy and he's donating, but he gets his anger out taking a pie in my face.

**Mayor Pro-Tem Mitchell made a motion to approve the agreement letter between the Animal Shelter and Scars for the Jordan's Way Event. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

3. **Discussion/Action: Contract Agreement Amendment Proposal - Wilson & Co. Shovel Ready Project.**

Assistant City Manager Alvarez: City Manager Whitehead touched on this earlier, we have the shovel-ready project that's out there. The initial contract with Wilson & Company didn't account for construction oversight and streets, that they're actually working on right now, Silver and 8th area. Because we added those in from the WSPI-1 project, we need to account for additional contract oversight. We predict about 4 months of additional construction services out there, to add those additional. We have the contract amendment here for $203,345 to add the additional time out there. With that, I'll turn it over to the City Manager if he has anything to add.

City Manager Whitehead: Under WSPI-1, the street that they're on, as Assistant City Manager Alvarez said, from 8th street, all the way down, was part of WSPI-1 originally, they moved it into shovel-ready, and this is going to extend the contract from 10 months to 14 months of overview, so they're asking for additional time for project management and project oversight. I've reviewed the contract, everything seems to be in order, it's consistent with the normal charges with that project.

Mayor Hechler: You gave a good explanation earlier too, so that really helped me out. With that, do we have any further discussion?

Commissioner Forrister: No, sir.

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

4. **Discussion/Action: NM Capital Outlay Grant Agreement A24-15393 Aging and Long-Term Services Dept.**

Assistant City Manager Alvarez: Our SJOA was lucky enough to be a recipient of another grant through Aging and Long-Term. This one will be for $88,000 and it'll be to purchase and equip vehicles. The plan is to get a heavy-duty ADA-accessible vehicle with these

funds. As you know, there's no match, there's no cost to the city, we're just the fiscal agent, we process the payment and assist them with the close and ordering, and then request the reimbursement back. Due to finance's crazy schedule when this one came about, this one will actually come back to the Commission for a BAR. We were unable to do the BAR for this Commission meeting, so you will see it come back, along with the PO at that time. We'll have the BAR an the PO on the same meeting.

**Commissioner Glines made a motion to approve the NM Capital Outlay Grant Agreement A24-15393 Aging and Long-Term Services Dept. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

### 5. Discussion/Action: Conditional Use Permit at 1101 Marshall St.

Assistant City Manager Alvarez: I'm actually going to summarize E5, E6, and E7 because they're all for the same thing, and then you can vote individually. In the case of all three of these, residents actually had their storage containers in their yard prior to the city implementing the storage container ordinance. Due to some anonymous complaints we received about storage containers, they didn't see that they had gone through a Conditional Use with our P&Z, the code doesn't currently allow for me to make an administrative decision on that, it does have to go through the whole Conditional Use Permit process to bring them into compliance. All three went to the P&Z board, were presented, and they were recommended for approval. Everything seems in order, there are no opponents, nor proponents, other than the one person that decided to drive around town and make a lot of complaints. That's the only complaint we've ever received, I was unaware that they were even there.

Commissioner Forrister: And maybe that wasn't a complaint, maybe they're just bringing it to our attention.

Assistant City Manager Alvarez: Yes, ma'am.

Commissioner Forrister: I read through each one individually, and they all seem to be very similar. The P&Z board asked really good questions on, "Is there a grandfather clause in there?" and I know you let them know they are going to have a workshop, and we are going to be going over that, but I think that is very smart to have a grandfather clause, maybe not grandfather, but maybe an administrative, where you can look at it, if it's not a problem, if it was there before we put these rules in, then they shouldn't be subject to that. I also really did like that they mentioned Conditional Use Permits not having to come back every year, and I don't know how to do that, but I think some of them that we are like, "Yes we never need to see this one again because we don't care about it, that's fine to leave it." or I know we've had stuff come in front of us that we're very glad that is just a year because we want to see it again, and I think that would be really nice to be able to pick and choose on those things. I don't know how to do that fairly, I think

maybe P&Z can make that call, then it could come to us and we could finalize that, just really good, and I have no problem with it.

Mayor Hechler: Manager Whitehead, I think that's one of the ordinances we want to try to tackle this year, make some upgrades so that we can address those issues.

City Manager Whitehead: We've been really working, for the past year that I've been on, with P&Z to begin to be thoughtful when situations like this arise, what was in the code at the time, what did it say, what was good, what was bad, and we're trying to work through those to identify them. On that point, I think we need to be very clear on the three items, the three opportunities that the Commission has to change: A Variance – what does that mean? A Special Use – what does that mean? As well as Conditional Use, which has different meanings. I think we want to try to clarify that and make sure that happens. Certainly, looking at these, it would be nice to have some way to do an administrative code. The flip side, to be fair, though, is you don't want everybody putting them in, and then coming back and saying, "Oh, give me the administrative approval." There's nuances that have to be considered, and we'll continue to work through that, to try and find the best balance. I think with the Variance item, you also have a component of, what's the position of the Commission? Does the Commission feel open to say, "Let's look at everything and work with it." or does the Commission say, "We're going to follow the rules black and white." I think that's a decision you have to have in the code that says, "On an annual basis, the Commission has to – "" or when it's anew Commission, you have to kind of say, "This is the way we want to handle this." So there are a lot of nuances, and we'll continue to work on it, Mayor. Hopefully, we'll see something this year.

Assistant City manager Alvarez: Commissioner Forrister, in answer to the question on the grandfather clause, one of the other items I do is, I have the old files from back when we had a building inspector, and I did have a case where somebody came through via a complaint, but when I pulled their file, I actually found that they had been approved for it by a past building inspector, so that one I didn't feel was necessary to bring because there had been a prior approval. In all three of these, they actually had great files, where they'd gone through for various other things for past building inspector approval, I just couldn't find anything that identified the storage container, I don't know what the process was.

Commissioner Forrister: Okay, yeah I don't have a problem with any of these.

City Attorney Rubin: You could actually make a good argument that, okay if something's grandfathered in, you don't really even need to take action. On the other hand, to clean things up, why not do it?

Commissioner Forrister: Yeah, and I think P&Z asked some really god questions and made some really good points for all three of these, and I like where we're moving forward for this.

**Commissioner Forrister made a motion to approve the Conditional Use Permit at 1101 Marshall Street. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

6. **Discussion/Action: Conditional Use Permit 1306 Nickel Street.**

**Commissioner Forrister made a motion to approve the Conditional Use Permit 1306 Nickel Street. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

7. **Discussion/Action: Conditional Use Permit at 1301 Platinum Street.**

**Commissioner Forrister made a motion to approve the Conditional Use Permit at 1301 Platinum Street. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

8. **Discussion/Action: Appointment of a City Representative to serve on the Sierra Vista Hospital Governing Board for a 2-year term.**

City Manager Whitehead: Ten days ago, the mayor came in and indicated that we, potentially, would need to look for another appointment. One of our members that was serving had asked to step down, that they were having some health issues. We casually strolled through that, and unfortunately, our member, Cookie Johnson, passed away. My condolences to her family and friends, the mayor, who was very close with her, we think about her family. That's how this item got on the agenda so quick, we had discussed, potentially, providing her the time to step away and take care of her health. It just didn't go in the best way for her. At this point, Mayor, I'll let you take it. We have two applicants, I did reach out to a third, who was unable to offer their service at this time but wished us well. You have two options for a member that we need to serve on the board.

Mayor Hechler: Thank you. We do have two letters of interest, one from Katharine Elverum, she is a former governing board member, she served on the finance committee and the bylaws committee, and she's currently working in behavioral health at the Olive Tree. She's a great candidate, she's got good history with us, and she would have some consideration. The other one is present with us today, Miss Edna Trager, she served on the Joint Powers Committee 2019-2023. She's also served previously as a mayor, and as a councilor. She's a business owner in Elephant Butte, she also serves as president on the hospital board conducting fundraisers for the hospital itself. I don't believe that actually causes any conflict of interest, it's totally separate, does a wonderful job with Denim & Diamonds and the 5k race that you do.

Commissioner Forrister: Great event.

Mayor Hechler: So we have two wonderful candidates, I know them both personally, either one could function very well in this capacity, and I'll open it up to discussion or recommendations.

Commissioner Forrister: I think both are amazing candidates, I have one that I would like to see move forward, I talked to a few community members that are on both boards at the hospital, and they also gave recommendations.

Mayor Pro-Tem Mitchell: I flipped coins.

**Commissioner Hoeppner made a motion to appoint Edna Trager to serve on the Sierra Vista Hospital Governing Board for a 2-year term. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**9. Discussion/Action: Discussion on the scheduling of regular meetings.**

Mayor Hechler: Six months ago, we said we would try the present scenario for our meetings, which are: two meetings a month, one at 9:00am and one at 4:00pm, we thought we'd try that for six months to see how it worked out. It's been six months, and our discussion now is if we are happy with the way it is, or if we want to make any changes, do we want to go back to 9:00am meetings, do we like it the way it is, do we want to make a slight change to 3:00pm? I'm very flexible, I'll do anything that the majority of us want to do. With that, I'll open it up for discussion and suggestions.

Mayor Pro-Tem Mitchell: I would like to say that I woke up at 6:00am, did shower, breakfast, and drove all the way down here this morning at 8:30am to be ready for the Commission before realizing that it's at 4:00pm. So for me it's just a consistency thing, if I know it's every Wednesday at 9:00am, I have it on my calendar, I block the day, and then all of a sudden, Commissioner Glines and I have plans on Wednesday, and we're going to have to change that if we're going to keep this, cooking keto food with his parents, he's not keto, but anyways, so we can figure something out, I prefer it to be at 9:00am both times, but I'm willing to do the 3:00pm or 4:00pm.

Commissioner Forrister: I'm going to very much appreciate the 3:00pm, I know my schedule changed drastically from when I came onboard here 6 years ago, however long I've been here, but I would love a meeting in the afternoon, one, and I can go at 3:00pm to give us a little bit more flexibility, but if they're both at 9:00am, it's going to be tough.

Mayor Hechler: So, I hear two different scenarios. Mr. Hoeppner, what do you think?

Commissioner Hoeppner: I'm fine with the evening one, because I want to give the public the possibility to show up, but the main idea, when I suggested going to evenings, was so we could have public hearings, and public input in the evenings after everyone is out of work. There's no public comment right now in the evenings. So, I think we should have

public comment in the evenings if we choose to keep the same schedule and reports can be done during our morning meetings so that doesn't interfere with the staff's time.

Commissioner Glines: So, I heard 3pm versus 4pm on the second meeting in the afternoon, so we're thinking about moving it an hour up from the 4:00pm spot?

Mayor Hechler: Yep.

Commissioner Forrister: And I'm fine with either/or.

Commissioner Hoeppner: 4:00pm gives more people a chance to come.

Commissioner Glines: I'm okay with 4:00pm, I like it. Because now it's 5:30pm, we're wrapping up our meeting now.

Mayor Hechler: So here's a thought, if we kept it at 4:00pm, here's what happens, we get the business taken care of, and it's usually 5:00pm or 5:15pm, then in the evening, if we have a public hearing, it rolls right into the time that the public can join us, *if* they get off work and they want to join us. If we do it at 3:00pm, we may get done early, and then we'd have to figure out a way to stay late if we want to have the public involved. My recommendation would be to keep it the same, just so that we get the –

Commissioner Forrister: I'm fine with that.

Mayor Hechler: My recommendation, then, would be to stay at 4pm or 5pm, just so that we could have that time with the public in the evening, if the public wanted to have that. So, I would recommend that we kind of stay the same. I don't have a problem changing public comment to that day as well, we can split it a little bit and do public comment on the evening discussion. But then, do we move it around on the agenda so that we're after 5:00pm?

Commissioner Forrister: So, we've had them at 9:00am for many years, and this is my thought when I had suggested it for, if there's something that somebody really wanted to be here, they would be here at 9:00am to talk, or they can take a flex hour or whatever, and be here at 4:00pm. I mean, I like the idea of adding public comment back onto our evening meeting, and I understand that we can't always do our public hearings at the second meeting, because we need to get it done at the first one. So maybe not setting stipulations on what that needs to look like, let's just have a 9:00am meeting, a 4:00pm meeting, and if people want to be here, they'll be here. They would have been here at 9:00am if they had something important to talk about. If we can have our public hearings in the afternoon so maybe we'll get more, so be it. If it has to be at the 9:00am meeting, let it be there.

Mayor Hechler: So just for the record, I've been with the Commission long enough to enjoy 6:00pm meetings, and we had no more participation than we did at any other time.

Commissioner Forrister: When people want to be here to talk, they're going to be here.

Mayor Hechler: That's right, so I don't think that really makes a difference right now, and it's a nice thought, I got it, but there really wasn't much more participation, and you're right, when people wanted to show up and they had something they want to tell us, they showed up in the mornings to be here. With that being said, I kind of like it the way it is.

Commissioner Forrister: I would go with his recommendation, though, let's add public comment back onto the evening meeting in case.

Commissioner Hoeppner: And just at the end of the meeting.

Commissioner Forrister: I would still keep it at the beginning because I want to hear what they say before we make any action throughout the meeting.

City Clerk Torres: They like to have their comments made before you guys discuss certain items. Since you're not changing anything, your motion would just be to leave everything the same. Public comment, you don't have to make a motion on that, it can just be noted, and we can add it to the agenda.

Commissioner Forrister: I definitely want to keep staff and Commission comments probably a little later in the evening, though. But if they want anything, we still are allowed to talk business.

City Manager Whitehead: A couple of comments, I think the dialogue's good and I hear you. So again, the vision when we started that was really to have that first meeting at 9:00am, it's going to be a long meeting, and we can work hard to make sure that public hearings for the animal ordinance or the zoning ordinance, etc., fill that agenda. The second meeting was really intended to pick up any items that came in for the last part of the month and needed to be dealt with, you know, what's the last bit of business that the city had to deal with? I also think there's a misunderstanding of public comment. Take, for example, the public comment we had last month on the item supporting law enforcement. Every one of those individuals that spoke had the ability to speak during the item, and I think that there's kind of a misconception that if public comment is not there, the public can't speak. The body has the ability to say, "We're going to take public comment on this particular issue." And you could hear those public comments specific to that item. If I look back at the agenda, there's only been one particular issue, Miss Dougherty, who brought an item that wasn't on the agenda, it was of a national concern to her, and therefore, she wanted the opportunity to address you, to bring a new *item*. We can get tighter, but you also have the ability to say that the public can speak on every item on the agenda, the public can let you know what they think, so they could have done that in public comment, or they could have done it within that. But I think the compromise is nice, I think we could definitely add public comment, and this year, we are going to host more public meetings at 5:30pm. We have the T&D study we need to do a presentation, I need to get that scheduled, we have the wastewater/water rate study, if we do Planning & Zoning, Traci has talked about a lot of things throughout the city. For example, the

armory, it sits there unused, we need to do things like that where we can have public hearings and hear form the public, "What should we do with these things?" so I think, fitting into the 4:00pm time, and then going into a nice public meeting where we get more feedback on items of future growth is just as important, when you think about public comment, as what's on the agenda to deal with the business for the day. That's a workaround compromise, but certainly adding public comment doesn't affect us one way or the other.

Commissioner Forrister: I think it's just a good thing to put on there just in case anybody would like to speak during that time.

Commissioner Hoeppner: I agree with the future planning and things, this way we don't have to jump through hoops and be careful when all of us are showing up. We are here already.

Commissioner Forrister: Okay, good.

Mayor Hechler: I think what we're going to do is just give you the flexibility to schedule it the way we need to, we do that on our agenda reviews, and keep the times at the same time.

Commissioner Forrister: Yeah, not set any stipulations.

**Mayor Hechler made a motion to keep the current meeting schedule. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**F. EXECUTIVE SESSION:**

1. **Threatened & Pending Litigation (Sean Barnes) pursuant to 10-15-1(H.7).**
2. **Threatened & Pending Litigation (Rachel Higgins) pursuant to 10-15-1(H.7).**
3. **Threatened & Pending Litigation (Tony Harper) pursuant to 10-15-1(H.7).**

**Commissioner Forrister made a motion to go into executive session at 5:40 p.m. to discuss Threatened & Pending Litigation (Sean Barnes) pursuant to 10-15-1(H.7), Threatened & Pending Litigation (Rachel Higgins) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Tony Harper) pursuant to 10-15-1(H.7). Mayor Pro-Tem Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.**

**Mayor Hechler recused himself from Threatened & Pending Litigation (Sean Barnes) pursuant to 10-15-1(H.7).**

Mayor Pro-Tem Mitchell reconvened the meeting in open session at 5:54 p.m.

**Mayor Pro-Tem Mitchell certified that only matters pertaining to Threatened & Pending Litigation (Sean Barnes) pursuant to 10-15-1(H.7), Threatened & Pending Litigation (Rachel Higgins) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Tony Harper) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken in executive session.**

## I. ADJOURNMENT:

**Mayor Pro-Tem Mitchell adjourned the meeting at 5:56 p.m.**

**Passed** and **Approved** this **11th** day of **February, 2026**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, CMC, City Clerk

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE:** February 11, 2026

*Agenda Item #:* E.3

**SUBJECT:** Acknowledge Recreation/Golf Course Advisory Board Minutes, January 5, 2026
**DEPARTMENT:** City Clerk's Office
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer
**WHO WILL PRESENT THE ITEM: Consent Calendar**

***Summary/Background:***

Acknowledge Minutes.

***Recommendation:***

Approval of Consent Item

***Attachments:***

- Minutes

-

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

$0.00

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

None.

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☒ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 2-11-26

# CITY OF TRUTH OR CONSEQUENCES
# RECREATION/GOLF COURSE ADVISORY BOARD
## Monday, 5 January 2026
## Meeting Minutes

The regular meeting of the Recreation/Golf Course Advisory Board of the City of Truth or Consequences, New Mexico was held on Monday, 5 January 2026.
Location: Recreation Department Building, 2800 S. Broadway, Truth or Consequences, NM 87901.

***CALL TO ORDER***
5.37 pm

***ROLL CALL:***
Buddy Montoya, Chairperson
Jim Apodaca, Vice-Chair
Joe Ferrell, Secretary
Shennoah Bree Nisly, Member
Ron Pacourek, Member

Also in attendance: Community Services Director O.J. Hechler
Golf Course Supervisor Bob Massena
Parks Dept employee Oscar Galicia

***PLEDGE OF ALLEGIANCE***

***APROVAL OF THE AGENDA***

- Motion to approve made by Vice Chair Apodaca
- Motion seconded by Member Pacourek.
- Motion carried unanimously

***APPROVAL OF 20 October 2025 SPECIAL MEETING MINUTES***

- Motion to approve made by Member Nisly
- Motion seconded by Member Pacourek
- Motion carried unanimously

***COMMENTS FROM THE PUBLIC:***

Resident Jean Sellars proposed the construction of a splash pad for the use of children, similar to splash pads in other cities. Her research indicated a total cost of approximately $327,000 and that a state construction permit would be required. A general discussion of splash pad benefits followed with positive comments from Board members. Member Pacourek asked where the splash pad would be located. Williamsburg, the Louis Armijo facility and Ralph Ewards park were discussed as possible locations. Director Hecher said that land across from the Ralph Ewards pond, if for sale, might be a suitable location. The Board agreed to gather more information for further discussion.

**NEW BUSINESS**

Discussion:

The Board unanimously approved a proposal to recommend a rate restructure review for the city's municipal golf course at the next City Commission meeting (16 January). Member Pacourek will present the Board's findings to the Commissioners.

Chair Montoya opened a discussion concerning current ball field usage fees at the Louis Armijo facility. Resident Tanya Castillo stated that the current fee structure, such as $100-$200 per team, precludes the use of the ball fields by local adult leagues, especially considering other team expenses (umpires, balls, etc,)

Member Pacourek asked what City Commission resolution generated the current fee structure.
Director Hechler spoke of the by-laws relating to fees.
Chair Montoya noted that the same fee structure is not applied to Little League field use, and he wondered where the fee money goes.
Vice-Chair Apodaca noted that Little League umpires are volunteers. Perhaps volunteers can be organized to assist with adult field maintenance.
Resident Castillo suggested a base price, rather than by team, to use a ball field.

All discussion participants agreed that ball field, as well as the city golf course and city swimming pool, usage fees alone are not expected to support the facilities. Fees should not be so burdensome as to preclude community use.

Members agreed to discuss this issue in depth at the next Advisory Board meeting.

Discussion/Update:

Director O.J. Hechler:

Louis Armijo Sports Complex...progress is continuing on Phase 1 of the Master Plan, on the soccer field and the new childrens' playground.

Turtleback Trails Network... an agreement has been made with the property owner across from Rotary Park to grant a trail easement from the proposed walking bridge location to county road 0005. The easement location will be marked, then surveyed after approval by the property owner. Member Nisly asked if a small property near Rotary Park might interfere with the Trail. If so, would it be possible to buy it.

Ralph Edwards Park... construction continues on the boat dock. Rip rap rock (erosion control) has been delivered, as well as concrete back-up. Easy Dock company will install the dock. The dock will be for non-motorized vessels only. Skate park constriction continues. Concrete pouring soon.

***REPORTS FROM THE BOARD***

Board members noted their appreciation for the Parks Dept outstanding effort again this year in preparing and displaying holiday lights and decorations around town.

Vice-Chair Apodaca noted erosion occurring on the hill behind the Veterans Home. A discussion followed about possible causes and how to mitigate them.

Member Pacourek noted that boat wakes on the river may be a safety problem.

Vice-Chair Apodaca asked if it is possible to institute hourly lighting use fees on the Louis Armijo ball fields for residents to practice, rather than the current $25 flat fee for game length usage.

**REPORTS FROM STAFF**

Director Hechler reported that the Ralph Edwards Park bathrooms had again been vandalized.

Golf course Supervisor Massena reported that the golf course greens are coming in well. 37 sprinkler heads were found under sand on the 5th fairway, repaired and placed back in service. Debris was removed from the vicinity of the 7th fairway.

Parks employee Galicia noted that preparation of the Little League fields at the Loius Armijo facility will start soon, in preparation for practice that begins in February.

***ADJOURN***

**6.42 PM**

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

*Agenda Item #: E.4*

**MEETING DATE**: February 11, 2026

**SUBJECT:** January 2026 Accounts Payable
**DEPARTMENT:** Finance
**DATE SUBMITTED:** January 30, 2026
**SUBMITTED BY:** Silke Kapela, Accounts Payable
**WHO WILL PRESENT THE ITEM: Consent Calendar**

***Summary/Background:***

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

***Recommendation:***

Approve the Accounts Payable summary for January 2026

***Attachments:***

- End of Month Accounts Payable Report by Fund

***Fiscal Impact (Finance):*** **Yes**

All Funds Summary is a total of $ 2,477,084.79

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

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. N/A Ordinance No. N/A
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC Agendas 02-11-2026

Accounts Payable Transfer Sheet - 2025 - 2026 FY
Post Date Ending: 1/9, 1/16, 1/23, 1/30

| Fund | Fund Description | Fund Totals 1/9/2026 | 1/16/2025 | 1/23/2026 | 1/30/2026 | GRAND TOTAL TRANSFERS | Fund Numbers |
|---|---|---|---|---|---|---|---|
| 101 | General | $79,242.74 | $67,462.51 | $12,002.53 | $198,039.05 | $356,746.83 | 101 |
| 201 | Local Government Corrections | $440.00 | | $708.05 | | $1,148.05 | 201 |
| 209 | State Fire | $3.91 | $7,651.62 | $1,101.43 | $1,022.25 | $9,779.21 | 209 |
| 211 | Law Enforcement Protection | $6,051.90 | $2,134.14 | $6,140.86 | | $14,326.90 | 211 |
| 214 | Lodger's Tax | $5,653.39 | $10,066.15 | $12,344.44 | $723.82 | $28,787.80 | 214 |
| 216 | Street Renovation | | $65.53 | $1,771.14 | | $1,836.67 | 216 |
| 217 | Municipal Recreation | | | | | $0.00 | 217 |
| 260 | Fiscal Recovery Funds | | | | | $0.00 | 260 |
| 294 | State Library | $336.66 | | $320.82 | $118.29 | $775.77 | 294 |
| 295 | Municipal Pool | | $42.67 | $49.36 | $172.87 | $264.90 | 295 |
| 296 | PD-GRT Fund | $125.26 | | $8,104.69 | | $8,229.95 | 296 |
| 298 | PD-Donations | | $6,596.26 | | | $6,596.26 | 298 |
| 299 | Special Revenue Funds | $260.39 | | | $8,822.48 | $9,082.87 | 299 |
| 302 | Electrical Construction | | | | | $0.00 | 302 |
| 303 | Veterans Memorial | | | $300.09 | | $300.09 | 303 |
| 304 | SJOA - Grants | | | | | $0.00 | 304 |
| 305 | Capital Improvement General | | | | | $0.00 | 305 |
| 306 | Captial Improvement Joint Utility | | | | | $0.00 | 306 |
| 307 | Golf Course Improvements | | | | | $0.00 | 307 |
| 308 | USDA -Sweeper | | | | | $0.00 | 308 |
| 309 | USDA-Wastewater | | | | | $0.00 | 309 |
| 310 | R&R-Emergency | | | | | $0.00 | 310 |
| 311 | R&R-Sewer | | | | | $0.00 | 311 |
| 312 | R&R-Airport | | $2,475.00 | | | $2,475.00 | 312 |
| 313 | R&R-Water | | | | | $0.00 | 313 |
| 314 | CDBG - Grant | | $402.52 | | | $402.52 | 314 |
| 315 | CI Reserve- Non Capital Equipment | $14,155.64 | $214,430.49 | | $48,487.78 | $277,073.91 | 315 |
| 316 | Emergency Reserve | | | | | $0.00 | 316 |
| 320 | USDA Water System Improvements | | | | | $0.00 | 320 |
| 321 | Water System Improvements | | $56,220.82 | $1,034,626.16 | | $1,090,846.98 | 321 |
| 340 | ROAD/STREET PROJECTS | | | | | $0.00 | 340 |
| 360 | NMFA Projects | | | | | $0.00 | 360 |
| 370 | Water Trust Board Projects | | | | | $0.00 | 370 |
| 380 | Community Development | | $4,795.31 | | $2,883.36 | $7,678.67 | 380 |
| 403 | Pledge State Tax | $26,471.98 | | $8,275.48 | | $34,747.46 | 403 |
| 501 | Cemetery | | | | | $0.00 | 501 |
| 502 | Utility Office | $2,840.26 | $1,089.59 | $394.86 | $439.47 | $4,764.18 | 502 |
| 503 | Electric Dept | $281,072.46 | $62,835.03 | $61,219.69 | $11,427.94 | $416,555.12 | 503 |
| 504 | Water Dept | $4,188.06 | $2,146.45 | $2,403.83 | $2,059.54 | $10,797.88 | 504 |
| 505 | Solid Waste | $732.03 | $53,355.54 | $7,860.96 | $55,410.57 | $117,359.10 | 505 |
| 506 | WasteWater | $6,585.21 | $3,060.86 | $7,285.64 | $1,006.48 | $17,938.19 | 506 |
| 508 | Golf Course | $3.67 | $1,620.87 | $246.78 | $1,327.03 | $3,198.35 | 508 |
| 509 | Municipal Airport | $19,515.52 | | $505.34 | $109.08 | $20,129.94 | 509 |
| 600 | Internal Service Fund | $28,984.89 | $2,299.24 | $2,870.21 | $1,087.85 | $35,242.19 | 600 |
| | Grand Total-Accounts Payable | $476,663.97 | $498,750.60 | $1,168,532.36 | $333,137.86 | $2,477,084.79 | |

Truth or Consequences

# AP EOM REPORT JANUARY 2026

By Fund

Payment Dates 1/1/2026 - 1/31/2026

**PAYABLE APPROVAL**

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE DATE:

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 101 - General** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | CITY CLERK'S OFFICE | 101-1001-41226 | 176.38 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | CITY MANAGER'S OFFICE | 101-1003-41226 | 183.84 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | FINANCE / ADMIN SERVICES | 101-1004-41226 | 499.37 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | ANIMAL SHELTER | 101-1006-41226 | 171.94 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | POLICE DEPT | 101-1007-41226 | 1,388.84 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | ANIMAL CONTROL | 101-1008-41226 | 82.87 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | PARKS & RECREATION | 101-1009-41226 | 177.58 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | COMMUNITY DEVELOPEMENT | 101-1010-41226 | 102.67 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | STREET DEPT | 101-1011-41226 | 385.61 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | COMMUNITY SERVICES | 101-1013-41226 | 77.30 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | FACILITY MANAGEMENT | 101-1014-41226 | 218.62 |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | LIBRARY | 101-1016-41226 | 237.16 |
| ADVANCED BUILDING SOLUTI... | 1/2/2026 | 01/09/2026 | ANNEX BUILDING EXTERIOR R... | 101-1014-43403 | 10,000.00 |
| ARENAS VALLEY ANIMAL CLIN... | 106914 | 01/09/2026 | VET SERVICES | 101-1006-48598 | 253.76 |
| ARENAS VALLEY ANIMAL CLIN... | 107384 | 01/09/2026 | VET SERVICES | 101-1006-48598 | 579.23 |
| POLICARPIO V BUSTAMANTE ... | 112.25 | 01/09/2026 | OPEN PO - LANDSCAPE SERVI... | 101-1009-47415 | 1,000.00 |
| CITY UTILITIES | 12/23 & 12/31/2025 | 01/09/2026 | GENERAL FUND CYCLE C & D | 101-1018-43780 | 40,014.68 |
| JAIME F RUBIN ATTORNEY AT ... | 12/31/2025 | 01/09/2026 | OPEN PO FOR LEGAL SERVICES... | 101-1000-43597 | 11,891.23 |
| AMAZON CAPITAL SERVICES I... | 14RM-W3J7-4V9J | 01/09/2026 | AMAZON OFFICE SUPPLIES O... | 101-1004-44606 | 566.08 |
| SIERRA ELECTRIC CO-OP INC | 2154 1/5/2026 | 01/09/2026 | AIRPORT - ELECTRIC | 101-1018-43780 | 1,271.48 |
| KATHRYN ELLIOTT DBA CIVILIT... | 217 | 01/09/2026 | GOVERNMENT RELATIONS | 101-1000-43598 | 1,619.06 |
| CARPENTER DECORATING CO ... | 251277D | 01/09/2026 | 30% DISCOUNT | 101-1009-44607 | -1,637.33 |
| CARPENTER DECORATING CO ... | 251277D | 01/09/2026 | ESTIMATED SHIPPING | 101-1009-44607 | 1,827.36 |
| CARPENTER DECORATING CO ... | 251277D | 01/09/2026 | 14' PANEL TREE | 101-1009-44607 | 5,028.80 |
| CARPENTER DECORATING CO ... | 251277D | 01/09/2026 | 4' SILHOUETTE NATIVITY STAR... | 101-1009-44607 | 428.96 |
| MOBILE MEDICAL EXPRESS LLC | 2550 | 01/09/2026 | RANDOM TESTING FY25-26 | 101-1004-48599 | 1,509.32 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | CITY CLERK OFFICE SHARP OV... | 101-1001-43465 | 140.20 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | CITY MANAGER OFFIC SHARP ... | 101-1003-43465 | 691.54 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | FINANCE OFFICE SHARP OVER... | 101-1004-43465 | 252.51 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | POLICE DEPT SHARP OVERAGE... | 101-1007-43465 | 125.52 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | PARKS DEPT SHARP OVERAGE... | 101-1009-43465 | 3.34 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | FACILITY MAINT SHARP OVER... | 101-1014-43465 | 12.24 |
| NU WAY LAUNDRY & CLEANE... | 40713 | 01/09/2026 | CARPET SERVICES OPEN P.O. ... | 101-1014-44607 | 98.10 |
| SIERRA VISTA HOSPITAL SIERR... | 41000462 | 01/09/2026 | COLLECTION DRUG TEST FEE ... | 101-1004-48599 | 162.00 |
| ALARM CONTROL TECHNOLOG.. | 41518 | 01/09/2026 | FIRE ALARM MONITORING OP... | 101-1014-47410 | 26.91 |
| ALARM CONTROL TECHNOLOG.. | 41519 | 01/09/2026 | FIRE ALARM MONITORING OP... | 101-1014-47410 | 26.91 |
| GPK MEDIA LLC | 4586 | 01/09/2026 | HELP WANTED ADS - FY23-24 -... | 101-1004-43740 | 370.86 |
| GPK MEDIA LLC | 4603 | 01/09/2026 | HELP WANTED ADS - FY23-24 -... | 101-1004-43740 | 442.17 |
| QUILL CORPORATION | 47150687 | 01/09/2026 | CLERK'S OFFICE SUPPLIES | 101-1001-44606 | 14.99 |
| QUILL CORPORATION | 47156189 | 01/09/2026 | CLERK'S OFFICE SUPPLIES | 101-1001-44606 | 208.50 |
| QUILL CORPORATION | 47158457 | 01/09/2026 | CLERK'S OFFICE SUPPLIES | 101-1001-44606 | 89.22 |
| QUILL CORPORATION | 47168454 | 01/09/2026 | CLERK'S OFFICE SUPPLIES | 101-1001-44606 | 25.49 |
| SIERRA ELECTRIC CO-OP INC | 5764 1/5/2026 | 01/09/2026 | MIMS AREA - ELECTRIC | 101-1018-43780 | 651.82 |
| VERIZON WIRELESS | 6131942437 | 01/09/2026 | POLICE DEPT OPEN PO FY25/26 | 101-1007-43775 | 193.60 |
| VERIZON WIRELESS | 6131942437 | 01/09/2026 | ANIMAL CONTROL OPEN PO F... | 101-1008-43775 | 154.88 |
| QUEST DIAGNOSTICS INC | 9218811465 | 01/09/2026 | SCREENING & MRO FEE FY 25-... | 101-1004-48599 | 591.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| LASTING PAWS PET MEMORIA... | LC10391-I-0071 | 01/09/2026 | ANIMAL CREAMTION | 101-1006-48598 | 608.31 |
| CITY UTILITIES | 1/13/2026 | 01/16/2026 | GENERAL FUND LANDFILL | 101-1018-43780 | 44,987.69 |
| CITY UTILITIES | 1/8 & 1/15/2026 | 01/16/2026 | GENERAL FUND CYCLE A & B | 101-1018-43780 | 7,003.09 |
| CITY COMMISSIONERS BANK ... | 12/31/2025 CC | 01/16/2026 | COMM. MITCHELL - M.O.L.I. R... | 101-1000-42720 | 250.00 |
| CITY COMMISSIONERS BANK ... | 12/31/2025 CC | 01/16/2026 | COMM. GLINES - N.E.O. REGIS... | 101-1000-42720 | 125.00 |
| CITY COMMISSIONERS BANK ... | 12/31/2025 CC | 01/16/2026 | COMM. GLINES - M.O.L.I. REG... | 101-1000-42720 | 250.00 |
| CITY COMMISSIONERS BANK ... | 12/31/2025 CC | 01/16/2026 | COMM. MITCHELL - N.E.O. RE... | 101-1000-42720 | 125.00 |
| CITY COMMISSIONERS BANK ... | 12/31/2025 CC | 01/16/2026 | COMM. HOEPPNER - M.O.L.I. ... | 101-1000-42720 | 250.00 |
| CITY COMMISSIONERS BANK ... | 12/31/2025 CC | 01/16/2026 | COMM. HOEPPNER - N.E.O. R... | 101-1000-42720 | 125.00 |
| CITY COMMISSIONERS BANK ... | 12/31/2025 CC | 01/16/2026 | MAYOR HECHLER - M.O.L.I. R... | 101-1000-42720 | 250.00 |
| CITY COMMISSIONERS BANK ... | 12/31/2025 CC | 01/16/2026 | MAYOR HECHLER - N.E.O. REG... | 101-1000-42720 | 125.00 |
| CITY CLERK BANK OF AMERICA | 12/31/2025 CL | 01/16/2026 | NEWLY ELECTED OFFICIALS C... | 101-1000-44625 | 79.99 |
| FINANCE BANK OF AMERICA | 12/31/2025 FI | 01/16/2026 | NMPPA RENEWAL MEMBERSH... | 101-1004-43770 | 75.00 |
| FINANCE BANK OF AMERICA | 12/31/2025 FI | 01/16/2026 | NMPPA RENEWAL MEMBERSH... | 101-1004-43770 | 75.00 |
| FINANCE BANK OF AMERICA | 12/31/2025 FI | 01/16/2026 | BACKGROUND CHECKS - NH A... | 101-1004-48599 | 131.98 |
| GOVERNING BODY BANK OF ... | 12/31/2025 GB | 01/16/2026 | TWO SIDED INSERT COINS | 101-1000-44606 | 355.50 |
| GOVERNING BODY BANK OF ... | 12/31/2025 GB | 01/16/2026 | OPEN PO FOR MANDATORY T... | 101-1000-44606 | 116.00 |
| GOVERNING BODY BANK OF ... | 12/31/2025 GB | 01/16/2026 | TAX | 101-1000-44606 | 27.12 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | LODGING FOR TRAINING | 101-1007-42310 | 287.49 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | AWARDS FOR PERFORMANCE | 101-1007-44606 | 246.21 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | UNIFORM ITEMS FOR OFFICERS | 101-1008-42620 | 350.00 |
| T OR C HARDWARE INC | 184026/6 | 01/16/2026 | OPEN P.O. FOR FIELD SUPPLIES | 101-1014-44607 | 39.96 |
| T OR C HARDWARE INC | 184034/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 10.62 |
| T OR C HARDWARE INC | 184073/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 20.28 |
| T OR C HARDWARE INC | 184076/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 7.21 |
| T OR C HARDWARE INC | 184114/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 20.11 |
| T OR C HARDWARE INC | 184149/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 18.04 |
| T OR C HARDWARE INC | 184163/6 | 01/16/2026 | OPEN P.O. FOR FIELD SUPPLIES | 101-1014-44607 | 351.49 |
| T OR C HARDWARE INC | 184208/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 45.58 |
| T OR C HARDWARE INC | 184232/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 159.99 |
| T OR C HARDWARE INC | 184308/6 | 01/16/2026 | OPEN P.O. FOR FIELD SUPPLIES | 101-1014-44607 | 63.62 |
| T OR C HARDWARE INC | 184333/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 26.97 |
| T OR C HARDWARE INC | 184335/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 33.23 |
| T OR C HARDWARE INC | 184336/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 6.99 |
| T OR C HARDWARE INC | 184337/6 | 01/16/2026 | OPEN P.O. FOR FIELD SUPPLIES | 101-1014-44607 | 28.99 |
| T OR C HARDWARE INC | 184346/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 43.79 |
| T OR C HARDWARE INC | 184351/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 13.98 |
| T OR C HARDWARE INC | 184352/6 | 01/16/2026 | UNSTOCKED FIELD SUPPLIES | 101-1009-44607 | 16.14 |
| AMAZON CAPITAL SERVICES I... | 1HDF-3DLR-F6FY | 01/16/2026 | OFFICE SUPPLIES | 101-1006-44606 | 285.94 |
| AMAZON CAPITAL SERVICES I... | 1RT1-K9QX-3FD1 | 01/16/2026 | OFFICE SUPPLIES | 101-1006-44606 | 20.53 |
| AMAZON CAPITAL SERVICES I... | 1RT1-K9QX-3FD1 | 01/16/2026 | DISINFECTAT | 101-1006-44607 | 220.00 |
| AMAZON CAPITAL SERVICES I... | 1V3G-MH6W-77P4 | 01/16/2026 | OFFICE SUPPLIES | 101-1004-44606 | 281.64 |
| INTERNATIONAL ASSOCIATION... | 2026MBS | 01/16/2026 | IAPE MEMBERSHIP RENEWAL | 101-1007-43770 | 65.00 |
| REVIZE LLC | 22800 | 01/16/2026 | CITY WEBSITE RE-DESIGN AN... | 101-1001-43770 | 3,980.00 |
| UNIFIRST HOLDINGS INC DBA ... | 2880325686 | 01/16/2026 | EMPLOYEE UNIFORMS SERVIC... | 101-1009-42620 | 37.93 |
| UNIFIRST HOLDINGS INC DBA ... | 2880327927 | 01/16/2026 | EMPLOYEE UNIFORMS SERVIC... | 101-1009-42620 | 37.93 |
| UNIFIRST HOLDINGS INC DBA ... | 2880329904 | 01/16/2026 | EMPLOYEE UNIFORMS SERVIC... | 101-1009-42620 | 37.93 |
| UNIFIRST HOLDINGS INC DBA ... | 2880332647 | 01/16/2026 | EMPLOYEE UNIFORMS SERVIC... | 101-1009-42620 | 37.93 |
| JORNADA CONSERVATION & ... | 7/1/2025 | 01/16/2026 | MEMBER SPONSOR ANNUAL ... | 101-1003-43770 | 100.00 |
| HIGHLAND ENTERPRISES INC | APP 1 | 01/16/2026 | RFI-2 REMOVAL OF TIRES | 101-1009-47415 | 1,362.75 |
| TALON SEPTIC & POTTY SERVI... | I3298 | 01/16/2026 | OPEN PO - PORTABLE TOILET ... | 101-1009-43465 | 1,100.00 |
| WORKQUEST DBA HORIZONS ... | SINV049347 | 01/16/2026 | DOCUMENTS DESTRUCTION &... | 101-1004-43999 | 45.75 |
| WORKQUEST DBA HORIZONS ... | SINV049347 | 01/16/2026 | RENTAL FEE | 101-1004-43999 | 4.94 |
| WINDSTREAM CORPORATION | 101131348 1/20/2026 | 01/23/2026 | CITY MANAGER OPEN PO FY2... | 101-1003-43775 | 98.07 |
| WEX BANK | 109699731 - CMO | 01/23/2026 | OPEN PO FOR FUEL FY 25/26 | 101-1003-43316 | 63.00 |
| WEX BANK | 109699731 - CO/AC | 01/23/2026 | OEPN PO FOR CODES/ACO FU... | 101-1008-43316 | 160.30 |
| WEX BANK | 109699731 - FM | 01/23/2026 | WEX BANK FUEL CARD OPEN P... | 101-1014-43316 | 495.71 |
| WEX BANK | 109699731 - PD | 01/23/2026 | PD FUEL USAGE FOR FY 25-26 | 101-1007-43316 | 7,749.33 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | CLERKS OFFICE OPEN PO FY25... | 101-1001-43465 | 246.78 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | CITY MANAGER OPEN PO FY2... | 101-1003-43465 | 356.58 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | FINANCE OFFICE OPEN PO FY... | 101-1004-43465 | 296.14 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | POLICE DEPT OPEN PO FY25/26 | 101-1007-43465 | 592.28 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | PARKS DEPT OPEN PO FY25/26 | 101-1009-43465 | 246.78 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | FACILITIES DEPT OPEN PO FY2... | 101-1014-43465 | 74.04 |
| GPK MEDIA LLC | 4715 | 01/23/2026 | THANK YOU AD | 101-1007-43740 | 210.00 |
| TESTONS FREEWAY CHEVRON | 6695 | 01/23/2026 | OPEN PO FUEL PURCHASES FY... | 101-1013-43316 | 59.24 |
| TESTONS FREEWAY CHEVRON | 6696 | 01/23/2026 | ANIMAL SHELTER FUEL | 101-1006-43316 | 103.31 |
| TESTONS FREEWAY CHEVRON | 6698 | 01/23/2026 | OPEN PO - UNLEADED/DIESEL ... | 101-1009-43316 | 768.79 |
| KINGS LOCKSMITH | TORC011426 | 01/23/2026 | ACO UNIT KEY AND FOB | 101-1008-47420 | 465.00 |
| KINGS LOCKSMITH | TORC011426 | 01/23/2026 | TAX (LABOR) | 101-1008-47420 | 5.18 |
| KINGS LOCKSMITH | TORC011527 | 01/23/2026 | DND KEYS | 101-1014-43403 | 12.00 |
| MIDDLE RIO GRANDE ECONO... | 1 - 2/1/2026 | 01/30/2026 | ANNUAL MEMBERSHIP TO MI... | 101-1003-43770 | 1,000.00 |
| CITY UTILITIES | 1/22 & 1/29/2026 | 01/30/2026 | GENERAL FUND CYCLE C & D | 101-1018-43780 | 41,590.29 |
| NEW MEXICO GAS COMPANY ... | 1/23/2026 | 01/30/2026 | 100600-0100002 | 101-1018-43780 | 3,767.29 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1526 | 101-1018-43780 | 129.95 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1618 | 101-1018-43780 | 189.89 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1828 | 101-1018-43780 | 1,350.14 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1553 | 101-1018-43780 | 220.91 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1402 | 101-1018-43780 | 440.14 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1353 | 101-1018-43780 | 440.14 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1369 | 101-1018-43780 | 149.00 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1537 | 101-1018-43780 | 149.00 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1406 | 101-1018-43780 | 600.00 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1373 | 101-1018-43780 | 440.14 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1348 | 101-1018-43780 | 440.14 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1351 | 101-1018-43780 | 440.14 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1372 | 101-1018-43780 | 440.14 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1352 | 101-1018-43780 | 440.14 |
| TDS | 1/25/2026 | 01/30/2026 | 014-044-1371 | 101-1018-43780 | 440.14 |
| ADVANCED BUILDING SOLUTI... | 1/29/2026 | 01/30/2026 | INSTALLATION OF NEW CARP... | 101-1014-43403 | 3,657.66 |
| SIERRA VISTA HOSPITAL SIERR... | 1/29/2026 | 01/30/2026 | OPEN PO HOSPITAL GRT DISTR... | 101-1017-48599 | 38,778.82 |
| SCRDA | 10009026 | 01/30/2026 | DISPATCH SERVICES FOR FY 25... | 101-1007-48599 | 55,101.00 |
| TURTLEBACK PEST CONTROL I... | 112296 | 01/30/2026 | TURTLEBACK PEST CONTROL ... | 101-1014-43403 | 1,074.00 |
| WHITEHEAD TRANSPORTATI... | 115512 | 01/30/2026 | OIL SERVICE AND TIRE ROTAT... | 101-1007-47420 | 110.15 |
| WILSON & COMPANY INC ENG... | 145254 | 01/30/2026 | ON CALL GRANT MANAGEME... | 101-1010-48598 | 958.94 |
| WILSON & COMPANY INC ENG... | 146145 | 01/30/2026 | ON CALL GRANT MANAGEME... | 101-1010-48598 | 697.41 |
| NM SELF INSURERS FUND | 1890 12/31/2025 | 01/30/2026 | LIABILITY DEDUCTIBLE CLAIM ... | 101-1018-46732 | 1,270.89 |
| AMAZON CAPITAL SERVICES I... | 1YL7-K4VQ-CXG3 | 01/30/2026 | BUSINESS CARD PAPER | 101-1006-44606 | 19.00 |
| AMAZON CAPITAL SERVICES I... | 1YL7-K4VQ-CXG3 | 01/30/2026 | REFRIGERATOR | 101-1006-44607 | 399.00 |
| AMAZON CAPITAL SERVICES I... | 1YL7-K4VQ-CXG3 | 01/30/2026 | DOG BRACE | 101-1006-44607 | 38.99 |
| AMAZON CAPITAL SERVICES I... | 1YL7-K4VQ-CXG3 | 01/30/2026 | SHIPPING | 101-1006-44607 | 6.99 |
| JARAMILLO ACCOUNTING GR... | 2741 | 01/30/2026 | RFP YEAR 1 OF 4- FY AUDIT SE... | 101-1018-48596 | 26,906.25 |
| UNIFIRST HOLDINGS INC DBA ... | 2880318946 | 01/30/2026 | EMPLOYEE UNIFORMS SERVIC... | 101-1009-42620 | 159.85 |
| LYNNS LANDSCAPE | 3048 | 01/30/2026 | TAX (LABOR) | 101-1009-47415 | 152.43 |
| LYNNS LANDSCAPE | 3048 | 01/30/2026 | REMOVAL OF 2 TREES | 101-1009-47415 | 1,820.00 |
| ADOBE INC | 3327974289A | 01/30/2026 | ACROBAT PRO YEARLY LICENS... | 101-1018-43815 | 5,469.60 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | CITY CLERK OPEN PO FY25/26 | 101-1001-43775 | 231.05 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | CITY MANAGER OPEN PO FY2... | 101-1003-43775 | 224.73 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | FINANCE OPEN PO FY25/26 | 101-1004-43775 | 218.67 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | ANIMAL SHELTER OPEN PO FY... | 101-1006-43775 | 141.92 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | POLICE DEPT OPEN PO FY25/26 | 101-1007-43775 | 1,033.30 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | ANIMAL CONTROL OPEN PO F... | 101-1008-43775 | 59.42 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | PARKS DEPT OPEN PO FY25/26 | 101-1009-43775 | 126.19 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | COMMUNITY DEVELOPEMENT... | 101-1010-43775 | 43.20 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | STREETS DEPT OPEN PO FY25/... | 101-1011-43775 | 169.05 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | FACILITIES MAINT OPEN PO F... | 101-1014-43775 | 130.61 |
| DESERT GRAPHICS INC | 7225 | 01/30/2026 | ACCESS SIGNAGE (2) | 101-1003-43740 | 100.00 |
| INGRAM LIBRARY SERVICES LLC | 92672083 | 01/30/2026 | OPEN PO FOR LIBRARY MATER... | 101-1016-44830 | 2,198.46 |
| INGRAM LIBRARY SERVICES LLC | 92681309 | 01/30/2026 | OPEN PO FOR LIBRARY MATER... | 101-1016-44830 | 21.00 |
| INGRAM LIBRARY SERVICES LLC | 92713184 | 01/30/2026 | OPEN PO FOR LIBRARY MATER... | 101-1016-44830 | 21.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| INGRAM LIBRARY SERVICES LLC | 93126693 | 01/30/2026 | OPEN PO FOR LIBRARY MATER... | 101-1016-44830 | 173.17 |
| INGRAM LIBRARY SERVICES LLC | 93168030 | 01/30/2026 | OPEN PO FOR LIBRARY MATER... | 101-1016-44830 | 171.73 |
| INGRAM LIBRARY SERVICES LLC | 93216914 | 01/30/2026 | OPEN PO FOR LIBRARY MATER... | 101-1016-44830 | 57.95 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | CITY CLERK'S OFFICE | 101-1001-41226 | 176.38 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | CITY MANAGER'S OFFICE | 101-1003-41226 | 183.84 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | FINANCE / ADMIN SERVICES | 101-1004-41226 | 499.37 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | ANIMAL SHELTER | 101-1006-41226 | 171.94 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | POLICE DEPT | 101-1007-41226 | 1,361.04 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | ANIMAL CONTROL | 101-1008-41226 | 82.87 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | PARKS & RECREATION | 101-1009-41226 | 157.98 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | COMMUNITY DEVELOPEMENT | 101-1010-41226 | 102.67 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | STREET DEPT | 101-1011-41226 | 347.30 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | COMMUNITY SERVICES | 101-1013-41226 | 77.30 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | FACILITY MANAGEMENT | 101-1014-41226 | 218.62 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | LIBRARY | 101-1016-41226 | 237.16 |
| WORKQUEST DBA HORIZONS ... | SINV045973 | 01/30/2026 | DOCUMENTS DESTRUCTION &... | 101-1004-43999 | 7.77 |
| WORKQUEST DBA HORIZONS ... | SINV045973 | 01/30/2026 | RENTAL FEE | 101-1004-43999 | 4.79 |
| | | | | **Fund 101 - General Total:** | **356,746.83** |
| **Fund: 201 - Corrections** | | | | | |
| SIERRA COUNTY TREASURER | 01012026 | 01/09/2026 | HOLDING OF PRISONERS FY25... | 201-1903-48710 | 440.00 |
| SIERRA VISTA HOSPITAL SIERR... | 1/19/2026 | 01/23/2026 | OPEN PO FOR CARE OF ARRES... | 201-1903-48598 | 708.05 |
| | | | | **Fund 201 - Corrections Total:** | **1,148.05** |
| **Fund: 209 - Fire** | | | | | |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | FIRE DEPT SHARP OVERAGE O... | 209-1603-43465 | 3.91 |
| XEROX CORP OLD | 024886279 | 01/16/2026 | FIRE DEPT XEROX EQUIPMENT... | 209-1603-43465 | 251.62 |
| MUNICIPAL EMERGENCY SERV... | IN2398559 | 01/16/2026 | FACEPIECE AV-3000 HT LARGE... | 209-1603-44615 | 3,700.00 |
| MUNICIPAL EMERGENCY SERV... | IN2398559 | 01/16/2026 | FACEPIECE AV-3000 HT MEDI... | 209-1603-44615 | 3,700.00 |
| WINDSTREAM CORPORATION | 100377628 1/15/2026 | 01/23/2026 | FIRE DEPT OPEN PO FY25/26 | 209-1603-43775 | 145.38 |
| LYNNS LANDSCAPE | 3027 | 01/23/2026 | OPEN PO FOR MONTHLY CLE... | 209-1603-47415 | 525.62 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | FIRE DEPT OPEN PO FY25/26 | 209-1603-43465 | 246.78 |
| TESTONS FREEWAY CHEVRON | 6699 | 01/23/2026 | OPEN PO FOR GAS/FUEL FY 25... | 209-1603-43316 | 183.65 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | FIRE DEPT OPEN PO FY25/26 | 209-1603-43775 | 123.25 |
| EMERGENCY SERVICES MARK... | INV13542 | 01/30/2026 | 1 YEAR SUBSCRIPTION/PAGER... | 209-1603-43815 | 899.00 |
| | | | | **Fund 209 - Fire Total:** | **9,779.21** |
| **Fund: 211 - Law Enforce Prot** | | | | | |
| GALLS PARENT HOLDINGS LLC... | 033587988 | 01/09/2026 | SHIPPING | 211-2003-44573 | 5.00 |
| GALLS PARENT HOLDINGS LLC... | 033587988 | 01/09/2026 | UNIFORM PANTS FOR OFFICER | 211-2003-44573 | 83.50 |
| PRO FORCE LAW ENFORCEME... | 591874 | 01/09/2026 | AMMUNITION | 211-2003-80810 | 5,963.40 |
| GALLS PARENT HOLDINGS LLC... | 033666940 | 01/16/2026 | COLD WEATHER SHIRT FOR O... | 211-2003-44573 | 120.00 |
| GALLS PARENT HOLDINGS LLC... | 033666940 | 01/16/2026 | SHIPPING | 211-2003-44573 | 12.99 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | CORE SESSION III LODGING - L... | 211-2003-42535 | 30.17 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | FTO TRAINING LODGING | 211-2003-42535 | 295.29 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | GRANT MANAGEMENT TRAIN... | 211-2003-42535 | 595.00 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | UNIFORM ITEMS FOR OFFICERS | 211-2003-44573 | 317.59 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | UNIFORM EQUIPMENT FOR O... | 211-2003-44573 | 211.19 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | SRT GEAR FOR SGT | 211-2003-44573 | 144.96 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | SRT UNIFORM GEAR FOR OFFI... | 211-2003-44573 | 190.20 |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | UNIFORM PANTS FOR SGT | 211-2003-44573 | 216.75 |
| THE LINE LLC | 011520261 | 01/23/2026 | OPEN PO FOR GEAR FOR OFFI... | 211-2003-44573 | 123.25 |
| AMAZON CAPITAL SERVICES I... | 1CXX-YCQ3-66KV | 01/23/2026 | UNIFORM ITEMS AND EQUIP... | 211-2003-44573 | 71.93 |
| AMAZON CAPITAL SERVICES I... | 1J1X-7NKG-3RDV | 01/23/2026 | ACCESSORIES FOR TACTIAL E... | 211-2003-44607 | 646.68 |
| AMAZON CAPITAL SERVICES I... | 1J1X-7NKG-3RDV | 01/23/2026 | TACTICAL OPERATIONS EQUI... | 211-2003-80810 | 5,299.00 |
| | | | | **Fund 211 - Law Enforce Prot Total:** | **14,326.90** |
| **Fund: 214 - Lodgers Tax** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | LODGERS TAX | 214-2503-41226 | 55.82 |
| GERONIMO TRAIL SCENIC BY... | 1/5/2026 | 01/09/2026 | FY 25/26 SUBRECIPIENT ALLO... | 214-2540-60725 | 508.33 |
| MATTHEW 25 FOOD PANTRY ... | 1/5/2026 | 01/09/2026 | FY 25/26 SUBRECIPIENT AGRE... | 214-2540-60725 | 2,500.00 |
| DOMESTIC ABUSE INTERVENT... | 1/5/2026 | 01/09/2026 | FY 25/26 SUBRECIPIENT ALLO... | 214-2540-60725 | 875.00 |
| COOPERATIVE EDUCATIONAL ... | 24-162224 | 01/09/2026 | LODGERS TAX-SHORT FALL OF... | 214-2503-43999 | 176.95 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| GPK MEDIA LLC | 4586 PIO | 01/09/2026 | PIO PRINT ADS | 214-2540-60725 | 1,593.11 |
| COMPANION ANIMAL ACTION... | 1/15/2026 | 01/16/2026 | OPEN PO FOR FY 25/26 SUBR... | 214-2540-60725 | 375.00 |
| THE CLUB OF SIERRA COUNTY | 1/8/2026 | 01/16/2026 | FY25/26 SUBRECIPIENT AGRE... | 214-2540-60725 | 2,500.00 |
| SIERRA JOINT OFFICE ON AGI... | 1/9/2026 | 01/16/2026 | OPEN PO FOR FY 25/26 SUBR... | 214-2540-60725 | 6,250.00 |
| T OR C HARDWARE INC | 184045/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 334.68 |
| T OR C HARDWARE INC | 184047/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 18.90 |
| T OR C HARDWARE INC | 184052/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 39.87 |
| T OR C HARDWARE INC | 184057/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 37.90 |
| T OR C HARDWARE INC | 184141/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 28.48 |
| T OR C HARDWARE INC | 184167/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 131.13 |
| T OR C HARDWARE INC | 184243/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 54.11 |
| T OR C HARDWARE INC | 184265/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 111.65 |
| T OR C HARDWARE INC | 184299/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 37.98 |
| T OR C HARDWARE INC | 184359/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 78.80 |
| T OR C HARDWARE INC | 184361/6 | 01/16/2026 | FIELD SUPPLIES | 214-2503-44608 | 11.83 |
| SUNNY 505 | 004290 | 01/23/2026 | FY 25/26 ADVERTISING CONTI... | 214-2560-60725 | 4,066.54 |
| SUNNY 505 | 004290 | 01/23/2026 | NM GRT | 214-2560-60725 | 270.95 |
| GERONIMO SPRINGS MUSEUM | 1/15/2026 | 01/23/2026 | OPERATIONAL PURPOSES | 214-2540-60725 | 1,722.19 |
| MAINSTREET TRUTH OR CONS... | 1/16/2026 | 01/23/2026 | 11-8-25 DESERT ULTRA EVENT | 214-2560-60725 | 5,048.04 |
| AMAZON CAPITAL SERVICES I... | 1GHX-6PYH-41RW | 01/23/2026 | 4x Rubbermald Wastebasket | 214-2503-43999 | 35.90 |
| AMAZON CAPITAL SERVICES I... | 1R7L-1VGC-7V9Y | 01/23/2026 | 3x LOGITECH C920S WEBCAM | 214-2503-43999 | 199.47 |
| AMAZON CAPITAL SERVICES I... | 1R7L-1VGC-7V9Y | 01/23/2026 | 4x 6" HDMI Cable | 214-2503-43999 | 24.68 |
| AMAZON CAPITAL SERVICES I... | 1R7L-1VGC-7V9Y | 01/23/2026 | 4 Logitech Wireless Keyboard ... | 214-2503-43999 | 75.96 |
| AMAZON CAPITAL SERVICES I... | 1R7L-1VGC-7V9Y | 01/23/2026 | 4x 20' HDMI Cable | 214-2503-43999 | 113.96 |
| AMAZON CAPITAL SERVICES I... | 1R7L-1VGC-7V9Y | 01/23/2026 | 3x TRIPOD | 214-2503-43999 | 128.97 |
| VETERANS MEMORIAL TRUST ... | 2 - 9/30/2025 | 01/23/2026 | FY 25/26 VETERANS MEMORI... | 214-2560-60725 | 328.89 |
| VETERANS MEMORIAL TRUST ... | 3 - 1/19/26 | 01/23/2026 | FY 25/26 VETERANS MEMORI... | 214-2560-60725 | 328.89 |
| COOPERATIVE EDUCATIONAL ... | 24-162913 | 01/30/2026 | LODGERS TAX-SHORT FALL OF... | 214-2503-43999 | 606.10 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | PUBLIC INFORMATION OPEN ... | 214-2540-43775 | 61.90 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | LODGERS TAX | 214-2503-41226 | 55.82 |
| | | | | **Fund 214 - Lodgers Tax Total:** | **28,787.80** |
| **Fund: 216 - Muni Street** | | | | | |
| T OR C HARDWARE INC | 184288/6 | 01/16/2026 | CHAINSAW CHAIN | 216-4503-44607 | 65.53 |
| WEX BANK | 109699731 - ST | 01/23/2026 | WEX FUEL | 216-4503-43316 | 185.62 |
| MARLIN LEASING CORPORATI... | 41483629 | 01/23/2026 | STREET DEPT OPEN PO FY25/... | 216-4503-43465 | 204.43 |
| TESTONS FREEWAY CHEVRON | 6697 | 01/23/2026 | TESTON FUEL | 216-4503-43316 | 981.09 |
| RED WING SHOES OF LAS CRU... | INV-006310 | 01/23/2026 | SAFETY BOOTS | 216-4503-44615 | 400.00 |
| | | | | **Fund 216 - Muni Street Total:** | **1,836.67** |
| **Fund: 294 - State Library** | | | | | |
| AMAZON CAPITAL SERVICES I... | 1P4G-YDL9-4C6L | 01/09/2026 | NETGEAR FVS318G VPN FIRE... | 294-5003-60834 | 311.87 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | LIBRARY SHARP OVERAGE OP... | 294-5003-60834 | 24.79 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | LIBRARY OPEN PO FY25/26 | 294-5003-60834 | 320.82 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | LIBRARY OPEN PO FY25/26 | 294-5003-60834 | 118.29 |
| | | | | **Fund 294 - State Library Total:** | **775.77** |
| **Fund: 295 - Muni Pool** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | POOL | 295-4803-41226 | 42.67 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | POOL OPEN PO FY25/26 | 295-4803-43465 | 49.36 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | POOL OPEN PO FY25/26 | 295-4803-43775 | 68.43 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | POOL | 295-4803-41226 | 42.67 |
| WORKQUEST DBA HORIZONS ... | SINV045974 | 01/30/2026 | SHREDDING OF CONFIDENTIAL... | 295-4803-43403 | 12.56 |
| WORKQUEST DBA HORIZONS ... | SINV045976 | 01/30/2026 | SHREDDING OF CONFIDENTIAL... | 295-4803-43403 | 49.21 |
| | | | | **Fund 295 - Muni Pool Total:** | **264.90** |
| **Fund: 296 - PD GRT** | | | | | |
| ADSLCNM INC DBA AMERICAN... | 0539200 | 01/09/2026 | BI-MONTHLY DOCUMENT DES... | 296-2403-48598 | 125.26 |
| WILLIAM PHILIP BUCKLEY | 2 - 1/14/2026 | 01/23/2026 | ARCHITECTUAL SERVICES FOR... | 296-2403-80805 | 8,104.69 |
| | | | | **Fund 296 - PD GRT Total:** | **8,229.95** |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 298 - PD Donations** | | | | | |
| POLICE DEPARTMENT BANK O... | 12/31/2025 PD | 01/16/2026 | SHOP WITH A COP EVENT PU... | 298-2105-45607 | 6,596.26 |
| | | | | **Fund 298 - PD Donations Total:** | **6,596.26** |
| **Fund: 299 - SPECIAL REVENUE FUNDS** | | | | | |
| ARENAS VALLEY ANIMAL CLIN... | 106949 | 01/09/2026 | BEST FRIENDS MEDICAL FUND | 299-7051-48710 | 130.21 |
| ARENAS VALLEY ANIMAL CLIN... | 107227 | 01/09/2026 | BEST FRIENDS MEDICAL FUND | 299-7051-48710 | 130.18 |
| DATA CENTER WAREHOUSE L... | INV-014059 | 01/30/2026 | MULTI-FACTOR AUTHENTICAT... | 299-7057-44607 | 191.52 |
| DATA CENTER WAREHOUSE L... | INV-014548 | 01/30/2026 | MULTI-FACTOR AUTHENTICAT... | 299-7057-44607 | 4,034.48 |
| DATA CENTER WAREHOUSE L... | INV-014998 | 01/30/2026 | MULTI-FACTOR AUTHENTICAT... | 299-7057-44607 | 4,596.48 |
| | | | | **Fund 299 - SPECIAL REVENUE FUNDS Total:** | **9,082.87** |
| **Fund: 303 - Vet Wall** | | | | | |
| WINDSTREAM CORPORATION | 100550724 1/15/2026 | 01/23/2026 | VETERANS WALL OPEN PO FY... | 303-4703-43775 | 300.09 |
| | | | | **Fund 303 - Vet Wall Total:** | **300.09** |
| **Fund: 312 - R&R Airport** | | | | | |
| QT PETROLEUM ON DEMAND ... | 0487-SP2026 | 01/16/2026 | BASE NETWORK ACCESS & SU... | 312-7066-47415 | 1,995.00 |
| QT PETROLEUM ON DEMAND ... | 0487-SP2026 | 01/16/2026 | QTPOD ANNUAL CELL MODEM | 312-7066-47415 | 480.00 |
| | | | | **Fund 312 - R&R Airport Total:** | **2,475.00** |
| **Fund: 314 - CDBG** | | | | | |
| WILSON & COMPANY INC ENG... | 145498 | 01/16/2026 | CDBG WATER METER REPLAC... | 314-8603-48598 | 402.52 |
| | | | | **Fund 314 - CDBG Total:** | **402.52** |
| **Fund: 315 - CI Reserve** | | | | | |
| COOPERATIVE EDUCATIONAL ... | 24-162224 | 01/09/2026 | SKATE PARK CONSTRUCTION ... | 315-8012-80845 | 14,155.64 |
| WILSON & COMPANY INC ENG... | 145494 | 01/16/2026 | SYSTEM REDUNDANCY & HYD... | 315-7027-48598 | 124,712.94 |
| HIGHLAND ENTERPRISES INC | APP 1 | 01/16/2026 | CITY CASH MATCH | 315-8010-45600 | 14,825.39 |
| HIGHLAND ENTERPRISES INC | APP 1 | 01/16/2026 | RALPH EDWARDS PARK BOAT ... | 315-8010-80860 | 68,092.16 |
| HIGHLAND ENTERPRISES INC | APP 1 | 01/16/2026 | ENTITY SHORT FALL/COMM. ... | 315-8012-45600 | 6,800.00 |
| COOPERATIVE EDUCATIONAL ... | 24-162913 | 01/30/2026 | SKATE PARK CONSTRUCTION ... | 315-8012-80845 | 48,487.78 |
| | | | | **Fund 315 - CI Reserve Total:** | **277,073.91** |
| **Fund: 321 - WATER SYSTEM IMPROVEMENTS** | | | | | |
| WILSON & COMPANY INC ENG... | 128314 | 01/16/2026 | WA SYSTEM PERFORMANCE I... | 321-7017-80860 | 8,172.29 |
| WILSON & COMPANY INC ENG... | 129313 | 01/16/2026 | WA SYSTEM PERFORMANCE I... | 321-7017-80860 | 12,258.43 |
| WILSON & COMPANY INC ENG... | 130084 | 01/16/2026 | WA SYSTEM PERFORMANCE I... | 321-7017-80860 | 4,086.14 |
| WILSON & COMPANY INC ENG... | 130752 | 01/16/2026 | WA SYSTEM PERFORMANCE I... | 321-7017-80860 | 4,903.37 |
| WILSON & COMPANY INC ENG... | 133843 | 01/16/2026 | WA SYSTEM PERFORMANCE I... | 321-7017-80860 | 24,516.87 |
| WILSON & COMPANY INC ENG... | 139184 | 01/16/2026 | WA SYSTEM PERFORMANCE I... | 321-7017-80860 | 2,283.72 |
| WILSON & COMPANY INC ENG... | 134103 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 104,176.81 |
| WILSON & COMPANY INC ENG... | 134864 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 82,586.43 |
| WILSON & COMPANY INC ENG... | 135423 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 110,258.08 |
| WILSON & COMPANY INC ENG... | 136420 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 94,071.54 |
| WILSON & COMPANY INC ENG... | 137359 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 99,630.00 |
| WILSON & COMPANY INC ENG... | 138204 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 85,519.58 |
| WILSON & COMPANY INC ENG... | 139145 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 111,724.65 |
| WILSON & COMPANY INC ENG... | 140441 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 201,275.78 |
| WILSON & COMPANY INC ENG... | 141113 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 85,519.58 |
| WILSON & COMPANY INC ENG... | 142042 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 42,759.79 |
| WILSON & COMPANY INC ENG... | 143439 | 01/23/2026 | WSPI - 2 ENGINEERING AGRE... | 321-7042-80860 | 17,103.92 |
| | | | | **Fund 321 - WATER SYSTEM IMPROVEMENTS Total:** | **1,090,846.98** |
| **Fund: 380 - OTHER STATE FUNDED PROJECTS** | | | | | |
| WILSON & COMPANY INC ENG... | 145495 | 01/16/2026 | WA SYSTEM IMPROVEMENTS ... | 380-7034-80860 | 4,795.31 |
| MRWM LANDSCAPE ARCHITE... | 26-01064 | 01/30/2026 | T OR C GREAT BLOCKS-FOCH S... | 380-7020-80860 | 2,679.08 |
| MRWM LANDSCAPE ARCHITE... | 26-01064 | 01/30/2026 | SALES TAX | 380-7020-80860 | 204.28 |
| | | | | **Fund 380 - OTHER STATE FUNDED PROJECTS Total:** | **7,678.67** |
| **Fund: 403 - Pledge State DEBT SERVICE** | | | | | |
| NEW MEXICO FINANCE AUTH... | 1/5/2026 | 01/09/2026 | NMFA PPRF-2613 TORC 18 M... | 403-1203-12918 | 690.58 |
| NEW MEXICO FINANCE AUTH... | 1/5/2026 | 01/09/2026 | NMFA PPRF-2737 TORC 19 M... | 403-1203-12919 | 7,598.73 |
| NEW MEXICO FINANCE AUTH... | 1/5/2026 | 01/09/2026 | NMFA PPRF-5652 MONTHLY ... | 403-1203-12952 | 15,438.95 |
| NEW MEXICO FINANCE AUTH... | 1/5/2026 | 01/09/2026 | NMFA DW-4794 MONTHLY D... | 403-1203-90905 | 2,572.83 |
| BANK OF THE SOUTHWEST | 1/5/2026 | 01/09/2026 | INTEREST PAYMENTS WISPI 2... | 403-1203-90910 | 45.89 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| NEW MEXICO FINANCE AUTH... | 1/5/2026 | 01/09/2026 | NMFA DW-4794 MONTHLY D... | 403-1203-90925 | 125.00 |
| BANK OF THE SOUTHWEST | 1/21/2026 | 01/23/2026 | INCREASED AMOUNT APPROV... | 403-1203-90910 | 8,275.48 |
| | | | | **Fund 403 - Pledge State DEBT SERVICE Total:** | **34,747.46** |
| **Fund: 502 - UTILITY OFFICE-UTILITY BILLING** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | UTILITY OFFICE | 502-3601-41226 | 254.76 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | UTILITY OFFICE SHARP OVERA... | 502-3601-43465 | 28.87 |
| STAPLES CONTRACT & COMM... | 6050847274 | 01/09/2026 | CASH REG ROLLS | 502-3601-44606 | 211.39 |
| SPECTRUM NEW MEXICO LLC ... | IC-25-12021 | 01/09/2026 | 10,000 #9 & 10,000 WINDOW... | 502-3601-43740 | 2,600.00 |
| XEROX CORP OLD | 024886278 | 01/16/2026 | UTILITY OFFICE XEROX EQUIP... | 502-3601-43465 | 314.89 |
| UTILITY BANK OF AMERICA | 12/31/2025 UT | 01/16/2026 | ADOBE SUBSCRIPTION 239.88... | 502-3601-43815 | 519.94 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | UTILITY BILLING OPEN PO FY2... | 502-3601-43465 | 394.86 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | UTILITY BILLING OPEN PO FY2... | 502-3601-43775 | 182.85 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | UTILITY OFFICE | 502-3601-41226 | 256.62 |
| | | | | **Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:** | **4,764.18** |
| **Fund: 503 - Electric** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | ELECTRIC DEPT | 503-3702-41226 | 429.36 |
| TWIN PALMS EMBROIDERY LLC | 2311 | 01/09/2026 | EMBROIDERED NAMES ON W... | 503-3702-42620 | 84.00 |
| SIERRA AUTO PARTS LLC | 342556 | 01/09/2026 | XBO WELD CART | 503-3702-44607 | 129.99 |
| SIERRA AUTO PARTS LLC | 342556 | 01/09/2026 | XAI 122 | 503-3702-44607 | 36.00 |
| SIERRA AUTO PARTS LLC | 342556 | 01/09/2026 | XAI CYL | 503-3702-44607 | 700.00 |
| SIERRA AUTO PARTS LLC | 342556 | 01/09/2026 | XBO TORCH KIT | 503-3702-44607 | 349.99 |
| SIERRA AUTO PARTS LLC | 342556 | 01/09/2026 | XAI 75A | 503-3702-44607 | 94.00 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | ELECTRIC DEPT SHARP OVERA... | 503-3702-43465 | 4.89 |
| WESTERN UNITED ELECTRIC | 6161428 | 01/09/2026 | DA3000120E4B9X2 | 503-3702-44607 | 3,205.74 |
| WESTERN UNITED ELECTRIC | 6161428 | 01/09/2026 | PG-5718 YELLOW GUY GUARD... | 503-3702-44607 | 161.50 |
| WESTERN UNITED ELECTRIC | 6161428 | 01/09/2026 | J1075 WASHER | 503-3702-44607 | 200.00 |
| WESTERN UNITED ELECTRIC | 6161428 | 01/09/2026 | 0327 | 503-3702-44607 | 520.80 |
| WESTERN UNITED ELECTRIC | 6161428 | 01/09/2026 | 615883 GROUND ROD | 503-3702-44607 | 463.60 |
| WESTERN UNITED ELECTRIC | 6161428 | 01/09/2026 | 6183R-70 F-NECK GREY | 503-3702-44607 | 180.48 |
| WESTERN UNITED ELECTRIC | 6161581 | 01/09/2026 | 020ITHHNBLK | 503-3702-44607 | 1,500.00 |
| WESTERN UNITED ELECTRIC | 6161581 | 01/09/2026 | FREIGHT | 503-3702-44607 | 174.04 |
| SIERRA ELECTRIC CO-OP INC | 716800 1/7/2026 | 01/09/2026 | POWER SERVICES-OPEN PO FY... | 503-3702-50795 | 258,024.74 |
| LANDIS+GYR TECHNOLOGY INC | 90423593 | 01/09/2026 | SaaS MONTHLY FLAT FEE- OP... | 503-3702-43770 | 1,860.00 |
| SSA SOLAR OF NM 4 LLC MN8 | NM-14-015A-202512-01 | 01/09/2026 | POWER SERVICES- OPEN PO FY.. | 503-3702-50795 | 13,382.69 |
| TRI STATE GENERATION & TR... | 1066004 | 01/16/2026 | POWER SERVICE- OPEN PO FY... | 503-3702-50795 | 43,150.41 |
| ALTEC INC | 13391121 | 01/16/2026 | FREIGHT | 503-3702-47420 | 14.79 |
| ALTEC INC | 13391121 | 01/16/2026 | 970017100 LATCH KIT REPLAC... | 503-3702-47420 | 87.00 |
| TRANSMISSION & DISTRIBUTI... | 18229 | 01/16/2026 | EL DISTRIBUTION SYSTEM ST... | 503-3702-48598 | 617.40 |
| VERIZON WIRELESS | 6132598355 | 01/16/2026 | ELECTRIC DEPT OPEN PO FY25... | 503-3702-43775 | 58.07 |
| WESTERN UNITED ELECTRIC | 6162049 | 01/16/2026 | 25 KVA POLE MOUNT TRANSF... | 503-3702-44607 | 6,150.00 |
| WESTERN UNITED ELECTRIC | 6162049 | 01/16/2026 | 75 KVA POLE MOUNT TRANSF... | 503-3702-44607 | 12,328.00 |
| RONALD W HOSKINS JR DBA ... | 1/17/2026 | 01/23/2026 | WELD 10" PIPE ON VACTER T... | 503-3702-47420 | 1,250.00 |
| RONALD W HOSKINS JR DBA ... | 1/17/2026 | 01/23/2026 | TAX | 503-3702-47420 | 104.69 |
| AMAZON CAPITAL SERVICES I... | 1RVP-X7CC-7MXD | 01/23/2026 | CARHARTT MENS LINED ZIP UP | 503-3702-42620 | 76.77 |
| AMAZON CAPITAL SERVICES I... | 1RVP-X7CC-7MXD | 01/23/2026 | CARHARTT MENS LINED ZIP UP | 503-3702-42620 | 76.77 |
| AMAZON CAPITAL SERVICES I... | 1RVP-X7CC-7MXD | 01/23/2026 | CARHARTT MENS LINED ZIP UP | 503-3702-42620 | 153.54 |
| AMAZON CAPITAL SERVICES I... | 1RVP-X7CC-7MXD | 01/23/2026 | CARHARTT MENS LINED ZIP UP | 503-3702-42620 | 159.98 |
| AMAZON CAPITAL SERVICES I... | 1RVP-X7CC-7MXD | 01/23/2026 | TIMBERLAND PRO MENS BOO... | 503-3702-42620 | 203.69 |
| AMAZON CAPITAL SERVICES I... | 1RVP-X7CC-7MXD | 01/23/2026 | RIYPIER 3 PACK WOMENS LO... | 503-3702-42620 | 75.98 |
| AMAZON CAPITAL SERVICES I... | 1RVP-X7CC-7MXD | 01/23/2026 | CARHARTT MENS WORK JEAN... | 503-3702-42620 | 258.90 |
| AMAZON CAPITAL SERVICES I... | 1RVP-X7CC-7MXD | 01/23/2026 | CARHARTT MENS INSULATED ... | 503-3702-42620 | 149.95 |
| AMAZON CAPITAL SERVICES I... | 1RVP-X7CC-7MXD | 01/23/2026 | CARHARTT MENS FLAME RESI... | 503-3702-42620 | 479.94 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | ELECTRIC DEPT OPEN PO FY25... | 503-3702-43465 | 123.40 |
| WESTERN UNITED ELECTRIC | 6162747 | 01/23/2026 | CRTK2-CO18-D-U-T3-7030-UO... | 503-3702-44607 | 9,896.50 |
| WESTERN UNITED ELECTRIC | 6162748 | 01/23/2026 | 2137097324 ARRESTER10K | 503-3702-44607 | 1,072.80 |
| WESTERN UNITED ELECTRIC | 6162748 | 01/23/2026 | CP710112PB | 503-3702-44607 | 2,071.08 |
| WESTERN UNITED ELECTRIC | 6162748 | 01/23/2026 | WR379 PG 4/0-2 | 503-3702-44607 | 432.50 |
| WESTERN UNITED ELECTRIC | 6162748 | 01/23/2026 | WR289 CONN COMP PG 2/0-2 | 503-3702-44607 | 452.50 |
| WESTERN UNITED ELECTRIC | 6162748 | 01/23/2026 | SGD-0700 DISPENSER GUY WI... | 503-3702-44607 | 32.55 |
| WESTERN UNITED ELECTRIC | 6162748 | 01/23/2026 | WR279 CONN COMP PG 3/0-2 | 503-3702-44607 | 324.24 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| TESTONS FREEWAY CHEVRON | 6700 | 01/23/2026 | GAS/DIESEL FUEL PURCHASES-... | 503-3702-43316 | 1,492.50 |
| WESTERN AREA POWER ADM... | JJPB1798A1225 | 01/23/2026 | BASE DEMAND & BASE ENER... | 503-3702-50795 | 42,331.41 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | ELECTRIC DEPT OPEN PO FY25... | 503-3702-43775 | 202.26 |
| WESTERN UNITED ELECTRIC | 6163542 | 01/30/2026 | DG-4545 GRIP DE 2/0 | 503-3702-44607 | 398.37 |
| WESTERN UNITED ELECTRIC | 6163543 | 01/30/2026 | WR279 CONN COMP PG 3/0-2 | 503-3702-44607 | 95.76 |
| WESTERN UNITED ELECTRIC | 6163544 | 01/30/2026 | 15KVA 1PH CSP POLE DUAL V... | 503-3702-44607 | 5,802.35 |
| WESTERN UNITED ELECTRIC | 6163544 | 01/30/2026 | 10KVA 1PH CSP POLE CSP UNI... | 503-3702-44607 | 4,499.84 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | ELECTRIC DEPT | 503-3702-41226 | 429.36 |
| | | | | **Fund 503 - Electric Total:** | **416,555.12** |
| **Fund: 504 - Water** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | WATER DEPT | 504-3803-41226 | 337.78 |
| JESSE COLE | 122725 | 01/09/2026 | JESSE COLE CONTRACT FOR ... | 504-3803-48598 | 3,186.23 |
| SANCO OIL LLC | 1637 | 01/09/2026 | OPEN PO FY 25-26 FOR FUEL-... | 504-3803-43316 | 56.81 |
| SANCO OIL LLC | 2005 | 01/09/2026 | OPEN PO FY 25-26 FOR FUEL-... | 504-3803-43316 | 48.42 |
| UNIFIRST HOLDINGS INC DBA ... | 2880327943 | 01/09/2026 | UNIFORMS FOR W/WW FY 25... | 504-3803-42620 | 40.03 |
| UNIFIRST HOLDINGS INC DBA ... | 2880329913 | 01/09/2026 | UNIFORMS FOR W/WW FY 25... | 504-3803-42620 | 40.03 |
| SIERRA AUTO PARTS LLC | 342973 | 01/09/2026 | AIR COMPRESSOR | 504-3803-44607 | 33.16 |
| SIERRA AUTO PARTS LLC | 342974 | 01/09/2026 | ANTIFREEZE FOR VAC TRAILER... | 504-3803-47420 | 33.25 |
| BAKER UTILITY SUPPLY CORP | INV340038 | 01/09/2026 | OPEN PO FOR FIELD SUPPLIES ... | 504-3803-44607 | 165.50 |
| BAKER UTILITY SUPPLY CORP | INV340288 | 01/09/2026 | OPEN PO FOR FIELD SUPPLIES ... | 504-3803-44607 | 584.63 |
| TAXATION AND REVENUE | 1/14/2026 | 01/16/2026 | WATER CONSERVATION FEE FY.. | 504-3803-43797 | 1,620.76 |
| T OR C HARDWARE INC | 184101/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 504-3803-44607 | 8.54 |
| T OR C HARDWARE INC | 184110/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 504-3803-44607 | 14.25 |
| T OR C HARDWARE INC | 184172/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 504-3803-44607 | 4.74 |
| T OR C HARDWARE INC | 184203/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 504-3803-44607 | 3.21 |
| T OR C HARDWARE INC | 184220/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 504-3803-44607 | 6.65 |
| T OR C HARDWARE INC | 184251/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 504-3803-44607 | 10.49 |
| UNIFIRST HOLDINGS INC DBA ... | 2880332651 | 01/16/2026 | UNIFORMS FOR W/WW FY 25... | 504-3803-42620 | 40.03 |
| PVS DX INC | RE7006039-25 | 01/16/2026 | MONTHLY RENTAL CHARGE F... | 504-3803-44605 | 100.00 |
| WEX BANK | 109699731 - WA | 01/23/2026 | WATER - OPEN PO 25/26 FUEL | 504-3803-43316 | 1,036.99 |
| AMAZON CAPITAL SERVICES I... | 1WFD-9XG1-FLV7 | 01/23/2026 | OFFICE SUPPLIES | 504-3803-44606 | 41.31 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | WATER DEPT OPEN PO FY25/... | 504-3803-43465 | 49.36 |
| NM WATER & WASTEWATER ... | FOREMAN NM20405 | 01/23/2026 | JAMIE FOREMAN WW TRAINI... | 504-3803-42720 | 600.00 |
| BAKER UTILITY SUPPLY CORP | INV340585 | 01/23/2026 | OPEN PO FOR FIELD SUPPLIES ... | 504-3803-44607 | 646.17 |
| NM UTILITY OPERATOR CERTIF.. | LOUIS RUDDER WS1-RETEST | 01/23/2026 | LOUIS RUDDER W RETEST | 504-3803-42720 | 30.00 |
| UNIFIRST HOLDINGS INC DBA ... | 2880336982 | 01/30/2026 | UNIFORMS FOR W/WW FY 25... | 504-3803-42620 | 40.03 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | WATER DEPT OPEN PO FY25/... | 504-3803-43775 | 247.82 |
| NM WATER & WASTEWATER ... | CHAVEZ RUDDER 5/27/2025 | 01/30/2026 | WATER OPERATOR 1 TRAINING | 504-3803-42720 | 966.00 |
| NM UTILITY OPERATOR CERTIF.. | COLLISTER ANTHONY WW2 E... | 01/30/2026 | TONY COLLISTER WW TRAINI... | 504-3803-42720 | 30.00 |
| BOOT BARN | INV00563316 | 01/30/2026 | JEANS FOR ANTHONY COLLIST... | 504-3803-42620 | 239.92 |
| BOOT BARN | INV00563316 | 01/30/2026 | BOOTS FOR ANTHONY COLLIS... | 504-3803-44615 | 197.99 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | WATER DEPT | 504-3803-41226 | 337.78 |
| | | | | **Fund 504 - Water Total:** | **10,797.88** |
| **Fund: 505 - Solid Waste** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | SOLID WASTE DEPT | 505-3904-41226 | 627.00 |
| AUTOZONE STORES LLC | 02529415516 | 01/09/2026 | SP-DEF SHOP PRO DEF | 505-3904-44607 | 215.76 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | SANITATION DEPTSHARP OVE... | 505-3904-43465 | 35.97 |
| LINDE GAS & EQUIPMENT INC | 53827567 | 01/09/2026 | DELIVERY CHARGE (SERVICE) | 505-3904-44607 | 35.80 |
| LINDE GAS & EQUIPMENT INC | 53827567 | 01/09/2026 | STEP BIT 1/4-1 3/8 | 505-3904-44607 | 105.00 |
| LINDE GAS & EQUIPMENT INC | 54187642 | 01/09/2026 | 50LBS ELECTR LH 11018M 1/8".. | 505-3904-44607 | 339.50 |
| PARKHILL SMITH & COOPER | 04386624.00-8 | 01/16/2026 | TASK ORDER T OR C BLM LAN... | 505-3904-48599 | 1,829.54 |
| CITY OF LAS CRUCES | 114139 | 01/16/2026 | SCSWA WASTE DISPOSAL | 505-3904-45601 | 49,563.07 |
| SOLID WASTE BANK OF AMER... | 12/31/2025 TR | 01/16/2026 | ESTIMATE PER DIEM MEALS | 505-3904-42310 | 118.36 |
| SOLID WASTE BANK OF AMER... | 12/31/2025 TR | 01/16/2026 | ESTIMATE PER DIEM MEAL | 505-3904-42310 | 118.35 |
| SOLID WASTE BANK OF AMER... | 12/31/2025 TR | 01/16/2026 | LODGING - FAIRFIELD | 505-3904-42310 | 536.50 |
| SOLID WASTE BANK OF AMER... | 12/31/2025 TR | 01/16/2026 | LODGING FAIRFIELD | 505-3904-42310 | 536.50 |
| T OR C HARDWARE INC | 184176/6 | 01/16/2026 | DISCOUNT | 505-3904-44607 | -1.38 |
| T OR C HARDWARE INC | 184176/6 | 01/16/2026 | 765937 -75' 5/16" G30 GAL C... | 505-3904-44607 | 27.60 |
| PARKHILL SMITH & COOPER | 04342124.00-9 | 01/23/2026 | TECHNICAL SUPPORT AND THE.. | 505-3904-48599 | 2,599.37 |
| WEX BANK | 109699731 - TR | 01/23/2026 | WEX- DIESEL & GASOLINE | 505-3904-43316 | 3,749.43 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| AMAZON CAPITAL SERVICES I... | 1J7Q-Y4YC-HHY3 | 01/23/2026 | CUSTOM METAL SIGNS OUTD... | 505-3904-44607 | 788.76 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | SOLID WASTE OPEN PO FY25/... | 505-3904-43465 | 123.40 |
| NM RECYCLING COALITION | 4286 | 01/23/2026 | MEMBERSHIP DUES NM RECY... | 505-3904-43770 | 200.00 |
| RED WING SHOES OF LAS CRU... | INV-006318 | 01/23/2026 | SAFETY BOOTS WYATT WILLEY | 505-3904-44615 | 200.00 |
| RED WING SHOES OF LAS CRU... | INV-006319 | 01/23/2026 | SAFETY BOOTS | 505-3904-44615 | 200.00 |
| CITY OF LAS CRUCES | 114745 | 01/30/2026 | SCSWA WASTE DISPOSAL | 505-3904-45601 | 52,195.60 |
| AMAZON CAPITAL SERVICES I... | 17ND-GTMQ-HX4W | 01/30/2026 | JARDINEER BOW RAKE HD | 505-3904-44607 | 98.97 |
| AMAZON CAPITAL SERVICES I... | 17ND-GTMQ-HX4W | 01/30/2026 | MBI AUTO -PRIMERED STEEL ... | 505-3904-47420 | 367.28 |
| BORDER RECAPPING LLC | 26-0328203-003 | 01/30/2026 | REPLENISH/RETREAD VARIOUS.. | 505-3904-44607 | 1,983.75 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | SANITATION OPEN PO FY25/26 | 505-3904-43775 | 137.97 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | SOLID WASTE DEPT | 505-3904-41226 | 627.00 |
| | | | | **Fund 505 - Solid Waste Total:** | **117,359.10** |
| **Fund: 506 - WWTP** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | WASTE WATER DEPT | 506-4005-41226 | 168.84 |
| JESSE COLE | 122725 | 01/09/2026 | JESSE COLE CONTRACT FOR ... | 506-4005-48598 | 3,186.22 |
| UNIFIRST HOLDINGS INC DBA ... | 2880327943 | 01/09/2026 | UNIFORMS FOR W/WW FY 25... | 506-4005-42620 | 40.04 |
| UNIFIRST HOLDINGS INC DBA ... | 2880329913 | 01/09/2026 | UNIFORMS FOR W/WW FY 25... | 506-4005-42620 | 40.04 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | WASTE WATER DEPT SHARP ... | 506-4005-43465 | 96.48 |
| GRAINGER INC | 9748601136 | 01/09/2026 | VACUUM PUMPS (2) FOR WW | 506-4005-47420 | 2,785.48 |
| USA BLUEBOOK | INV00917996 | 01/09/2026 | SHIPPING | 506-4005-44607 | 73.15 |
| USA BLUEBOOK | INV00917996 | 01/09/2026 | WASTEWATER FIELD SUPPLIES | 506-4005-44607 | 363.80 |
| VILLAGE OF WILLIAMSBURG | 1/14/2026 | 01/16/2026 | SEWER RECEIPTS FY 2025 - 20... | 506-4005-48798 | 2,804.13 |
| T OR C HARDWARE INC | 184101/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 506-4005-44607 | 8.54 |
| T OR C HARDWARE INC | 184110/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 506-4005-44607 | 14.24 |
| T OR C HARDWARE INC | 184172/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 506-4005-44607 | 4.74 |
| T OR C HARDWARE INC | 184203/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 506-4005-44607 | 3.21 |
| T OR C HARDWARE INC | 184220/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 506-4005-44607 | 6.64 |
| T OR C HARDWARE INC | 184251/6 | 01/16/2026 | T OR C HARDWARE OPEN PO ... | 506-4005-44607 | 10.48 |
| UNIFIRST HOLDINGS INC DBA ... | 2880332651 | 01/16/2026 | UNIFORMS FOR W/WW FY 25... | 506-4005-42620 | 40.04 |
| WEX BANK | 109699731 - WW | 01/23/2026 | WW FUEL OPEN PO FY25/26 | 506-4005-43316 | 666.51 |
| AMAZON CAPITAL SERVICES I... | 1WFD-9XG1-FLV7 | 01/23/2026 | OFFICE SUPPLIES | 506-4005-44606 | 41.30 |
| AMAZON CAPITAL SERVICES I... | 1YDD-4R9T-3GMG | 01/23/2026 | OFFICE SUPPLIES FOR WW | 506-4005-44606 | 185.39 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | WASTE WATER OPEN PO FY25... | 506-4005-43465 | 246.78 |
| EUROFINS ENVIRONMENTAL ... | 8850028905 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 129.15 |
| EUROFINS ENVIRONMENTAL ... | 8850029154 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 575.79 |
| EUROFINS ENVIRONMENTAL ... | 8850029196 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 129.15 |
| EUROFINS ENVIRONMENTAL ... | 8850029427 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 575.79 |
| EUROFINS ENVIRONMENTAL ... | 8850029783 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 129.15 |
| EUROFINS ENVIRONMENTAL ... | 8850029835 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 575.79 |
| EUROFINS ENVIRONMENTAL ... | 8850030185 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 129.15 |
| EUROFINS ENVIRONMENTAL ... | 8850030187 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 333.64 |
| EUROFINS ENVIRONMENTAL ... | 8850030356 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 129.15 |
| EUROFINS ENVIRONMENTAL ... | 8850030642 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 575.79 |
| EUROFINS ENVIRONMENTAL ... | 8850030912 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 129.15 |
| EUROFINS ENVIRONMENTAL ... | 8850030922 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 575.79 |
| EUROFINS ENVIRONMENTAL ... | 8850031184 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 129.15 |
| EUROFINS ENVIRONMENTAL ... | 8850031459 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 575.79 |
| EUROFINS ENVIRONMENTAL ... | 8850031461 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 129.15 |
| EUROFINS ENVIRONMENTAL ... | 8850031522 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 575.79 |
| EUROFINS ENVIRONMENTAL ... | 8850031526 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 129.15 |
| EUROFINS ENVIRONMENTAL ... | 8850031964 | 01/23/2026 | WEEKLY TESTING FOR WASTE... | 506-4005-44605 | 575.79 |
| CORTEZ GAS COMPANY | I007254 | 01/23/2026 | WW- PROPANE GAS FOR OFFI... | 506-4005-43316 | 43.35 |
| UNIFIRST HOLDINGS INC DBA ... | 2880336982 | 01/30/2026 | UNIFORMS FOR W/WW FY 25... | 506-4005-42620 | 40.04 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | WASTE WATER DEPT OPEN PO... | 506-4005-43775 | 362.10 |
| NM WATER & WASTEWATER ... | LOVEALL PATRICK 10/15 - 10/... | 01/30/2026 | PATRICK LOVEALL WW TRAIN... | 506-4005-42720 | 175.50 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | WASTE WATER DEPT | 506-4005-41226 | 168.84 |
| NM WATER & WASTEWATER ... | THOMAS CHRIS 10/15 - 10/16... | 01/30/2026 | CHRIS THOMAS WW TRAINING | 506-4005-42720 | 260.00 |
| | | | | **Fund 506 - WWTP Total:** | **17,938.19** |
| **Fund: 508 - Golf Course** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | GOLF COURSE | 508-4303-41226 | 85.87 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | GOLF COURSE SHARP OVERA... | 508-4303-43465 | 3.67 |
| CITY MANAGER BANK OF AM... | 12/31/2025 GO | 01/16/2026 | EXTRA FEES | 508-4303-43770 | 35.00 |
| CITY MANAGER BANK OF AM... | 12/31/2025 GO | 01/16/2026 | NEW MEXICO STATE ALCOHOL... | 508-4303-43770 | 1,400.00 |
| TALON SEPTIC & POTTY SERVI... | I3289 | 01/16/2026 | OPEN PO PORTA POT RENTAL... | 508-4303-43465 | 100.00 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | GOLF COURSE OPEN PO FY25/... | 508-4303-43465 | 246.78 |
| MASEK ROCKY MOUNTAIN GO... | 02-107278 | 01/30/2026 | GOLF CART LEASE FY 24-25 M... | 508-4303-43465 | 979.28 |
| VILLAGE HARDWARE | 367664/1 | 01/30/2026 | 2 WEEDEATER TUNEUPS AND ... | 508-4303-47420 | 199.98 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | GOLF COURSE OPEN PO FY25/... | 508-4303-43775 | 61.90 |
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | GOLF COURSE | 508-4303-41226 | 85.87 |
| | | | | **Fund 508 - Golf Course Total:** | **3,198.35** |
| **Fund: 509 - Muni Airport** | | | | | |
| TECH 45 AIRPORT MANAGEM... | 001132 | 01/09/2026 | MONTHLY MANAGEMENT AG... | 509-4403-48598 | 19,515.52 |
| WINDSTREAM CORPORATION | 101112924 1/15/2026 | 01/23/2026 | AIRPORT OPEN PO FY25/26 | 509-4403-43775 | 455.98 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | AIRPORT OPEN PO FY25/26 | 509-4403-43465 | 49.36 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | AIRPORT OPEN PO FY25/26 | 509-4403-43775 | 109.08 |
| | | | | **Fund 509 - Muni Airport Total:** | **20,129.94** |
| **Fund: 600 - Internal Serv** | | | | | |
| NM RETIREE HEALTH CARE | PPE 2026-01-09 | 01/16/2025 | FLEET SERVICE CENTER | 600-7003-41226 | 215.38 |
| 4 RIVERS HOLDINGS LLC | 1880255 | 01/09/2026 | TEMP & OIL SHUTTOFF SWITC... | 600-7003-47420 | 78.61 |
| 4 RIVERS HOLDINGS LLC | 1880298 | 01/09/2026 | WINDOW SEAL FOR 410 BACK... | 600-7003-47420 | 45.66 |
| UNIFIRST HOLDINGS INC DBA ... | 2880320996 | 01/09/2026 | UNIFORMS FOR SERVICE CEN... | 600-7003-42620 | 54.36 |
| UNIFIRST HOLDINGS INC DBA ... | 2880323391 | 01/09/2026 | UNIFORMS FOR SERVICE CEN... | 600-7003-42620 | 54.36 |
| UNIFIRST HOLDINGS INC DBA ... | 2880325687 | 01/09/2026 | UNIFORMS FOR SERVICE CEN... | 600-7003-42620 | 63.61 |
| UNIFIRST HOLDINGS INC DBA ... | 2880327935 | 01/09/2026 | UNIFORMS FOR SERVICE CEN... | 600-7003-42620 | 53.86 |
| UNIFIRST HOLDINGS INC DBA ... | 2880329907 | 01/09/2026 | UNIFORMS FOR SERVICE CEN... | 600-7003-42620 | 53.86 |
| SIERRA AUTO PARTS LLC | 342206 | 01/09/2026 | FOR TOOLS AND SHOP SUPPLI... | 600-7003-44607 | 89.99 |
| SIERRA AUTO PARTS LLC | 342283 | 01/09/2026 | OPEN PO FOR DECEMBER 202... | 600-7003-44607 | 27.16 |
| SIERRA AUTO PARTS LLC | 342333 | 01/09/2026 | OPEN PO FOR DECEMBER 202... | 600-7003-44607 | 26.57 |
| SIERRA AUTO PARTS LLC | 342360 | 01/09/2026 | OPEN PO FOR DECEMBER 202... | 600-7003-44607 | 36.51 |
| SIERRA AUTO PARTS LLC | 342506 | 01/09/2026 | OPEN PO FOR DECEMBER 202... | 600-7003-44607 | 188.31 |
| SIERRA AUTO PARTS LLC | 342564 | 01/09/2026 | OPEN PO FOR DECEMBER 202... | 600-7003-44607 | 50.03 |
| SIERRA AUTO PARTS LLC | 342608 | 01/09/2026 | FOR TOOLS AND SHOP SUPPLI... | 600-7003-44607 | 24.64 |
| SIERRA AUTO PARTS LLC | 342634 | 01/09/2026 | FOR TOOLS AND SHOP SUPPLI... | 600-7003-44607 | 39.55 |
| SIERRA AUTO PARTS LLC | 342655 | 01/09/2026 | OPEN PO FOR DECEMBER 202... | 600-7003-44607 | 188.31 |
| SIERRA AUTO PARTS LLC | 342725 | 01/09/2026 | OPEN PO FOR DECEMBER 202... | 600-7003-44607 | 34.89 |
| SIERRA AUTO PARTS LLC | 342847 | 01/09/2026 | OPEN PO FOR DECEMBER 202... | 600-7003-44607 | 134.85 |
| DOCUMENT SOLUTION INC | 399453 | 01/09/2026 | SERVICE CENTER SHARP OVER... | 600-7003-43465 | 13.96 |
| R J BORDER INTERNATIONAL LP | R400037006.01 | 01/09/2026 | EXPEDITION TRANSMISSION R... | 600-7003-47420 | 11,109.62 |
| R J BORDER INTERNATIONAL LP | R400037007.01 | 01/09/2026 | ENGINE DIAG AND VEHICLE R... | 600-7003-47420 | 16,616.18 |
| BORDER RECAPPING LLC | 25-0321461-003 | 01/16/2026 | OPEN PO FOR BORDER TIRE | 600-7003-44626 | 520.00 |
| VERMEER MOUNTAIN WEST I... | 60021580 | 01/16/2026 | CV UNIT BARREL FILTER | 600-7003-47420 | 578.72 |
| EMP POWER LLC | P88700498 | 01/16/2026 | MISC BATTERIES FOR FLEET V... | 600-7003-47420 | 985.14 |
| SOUTHWESTERN EQUIPMENT... | 047247 | 01/23/2026 | AIR CONTROL DUAL HANDLE | 600-7003-47420 | 1,350.00 |
| SOUTHWESTERN EQUIPMENT... | 047247 | 01/23/2026 | SHIPPING | 600-7003-47420 | 47.00 |
| WEX BANK | 109699731 - FL | 01/23/2026 | FUEL FOR SERVICE CENTER VE... | 600-7003-43316 | 394.99 |
| OREILLY AUTO PARTS INC | 2162-204897 | 01/23/2026 | REPAIR AND MAINT FOR ALL C... | 600-7003-47420 | 189.01 |
| OREILLY AUTO PARTS INC | 2162-205551 | 01/23/2026 | PARTS AND SUPPLIES | 600-7003-47420 | 224.13 |
| OREILLY AUTO PARTS INC | 2162-205553 | 01/23/2026 | PARTS AND SUPPLIES | 600-7003-47420 | 139.96 |
| OREILLY AUTO PARTS INC | 2162-205901 | 01/23/2026 | PARTS AND SUPPLIES | 600-7003-47420 | 30.08 |
| JESSICA MULLER DBA FREED... | 2231-5310210 | 01/23/2026 | OPEN PO FOR FREEDOM AUTO... | 600-7003-47420 | 421.00 |
| MARLIN LEASING CORPORATI... | 41489003 | 01/23/2026 | SERVICE CENTER OPEN PO FY... | 600-7003-43465 | 74.04 |
| CACTUS RANCH NM STORE LLC | 1021 | 01/30/2026 | SHIPPING | 600-7003-42620 | 21.98 |
| CACTUS RANCH NM STORE LLC | 1021 | 01/30/2026 | RICHARDSON HATS | 600-7003-42620 | 198.00 |
| OREILLY AUTO PARTS INC | 2162-206034 | 01/30/2026 | PARTS AND SUPPLIES | 600-7003-47420 | 133.90 |
| OREILLY AUTO PARTS INC | 2162-206191 | 01/30/2026 | PARTS AND SUPPLIES | 600-7003-47420 | 197.76 |
| OREILLY AUTO PARTS INC | 2162-206271 | 01/30/2026 | PARTS AND SUPPLIES | 600-7003-47420 | 44.66 |
| OREILLY AUTO PARTS INC | 2162-206353 | 01/30/2026 | PARTS AND SUPPLIES | 600-7003-47420 | 31.66 |
| OREILLY AUTO PARTS INC | 2162-206354 | 01/30/2026 | PARTS AND SUPPLIES | 600-7003-47420 | 17.41 |
| VERIZON WIRELESS | 6133577361 | 01/30/2026 | SERVICE CENTER OPEN PO FY... | 600-7003-43775 | 227.10 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| NM RETIREE HEALTH CARE | PPE 2026-01-23 | 01/30/2026 | FLEET SERVICE CENTER | 600-7003-41226 | 215.38 |
| | | | | **Fund 600 - Internal Serv Total:** | **35,242.19** |
| | | | | **Grand Total:** | **2,477,084.79** |

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 101 - General | 356,746.83 |
| 201 - Corrections | 1,148.05 |
| 209 - Fire | 9,779.21 |
| 211 - Law Enforce Prot | 14,326.90 |
| 214 - Lodgers Tax | 28,787.80 |
| 216 - Muni Street | 1,836.67 |
| 294 - State Library | 775.77 |
| 295 - Muni Pool | 264.90 |
| 296 - PD GRT | 8,229.95 |
| 298 - PD Donations | 6,596.26 |
| 299 - SPECIAL REVENUE FUNDS | 9,082.87 |
| 303 - Vet Wall | 300.09 |
| 312 - R&R Airport | 2,475.00 |
| 314 - CDBG | 402.52 |
| 315 - CI Reserve | 277,073.91 |
| 321 - WATER SYSTEM IMPROVEMENTS | 1,090,846.98 |
| 380 - OTHER STATE FUNDED PROJECTS | 7,678.67 |
| 403 - Pledge State DEBT SERVICE | 34,747.46 |
| 502 - UTILITY OFFICE-UTILITY BILLING | 4,764.18 |
| 503 - Electric | 416,555.12 |
| 504 - Water | 10,797.88 |
| 505 - Solid Waste | 117,359.10 |
| 506 - WWTP | 17,938.19 |
| 508 - Golf Course | 3,198.35 |
| 509 - Muni Airport | 20,129.94 |
| 600 - Internal Serv | 35,242.19 |
| **Grand Total:** | **2,477,084.79** |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 101-1000-42720 | EMPLOYEE TRAINING-G... | 1,500.00 |
| 101-1000-43597 | ATTORNEY FEES-GOVER... | 11,891.23 |
| 101-1000-43598 | PROFESSIONAL SERV-G... | 1,619.06 |
| 101-1000-44606 | OFFICE SUPPLIES-GOVE... | 498.62 |
| 101-1000-44625 | OTHER SUPPLIES-GOVE... | 79.99 |
| 101-1001-41226 | RETIREE INSURANCE | 352.76 |
| 101-1001-43465 | RENT OF EQUIPMENT | 386.98 |
| 101-1001-43770 | SUBSCRIPTION & DUES | 3,980.00 |
| 101-1001-43775 | TELEPHONE | 231.05 |
| 101-1001-44606 | OFFICE SUPPLIES | 338.20 |
| 101-1003-41226 | RETIREE INSURANCE | 367.68 |
| 101-1003-43316 | FUEL | 63.00 |
| 101-1003-43465 | RENT OF EQUIPMENT | 1,048.12 |
| 101-1003-43740 | PRINTING/PUBLISHING | 100.00 |
| 101-1003-43770 | SUBSCRIPTION & DUES | 1,100.00 |
| 101-1003-43775 | TELEPHONE | 322.80 |
| 101-1004-41226 | RETIREE INSURANCE | 998.74 |
| 101-1004-43465 | RENT OF EQUIPMENT | 548.65 |
| 101-1004-43740 | PRINTING/PUBLISHING | 813.03 |
| 101-1004-43770 | SUBSCRIPTION & DUES | 150.00 |
| 101-1004-43775 | TELEPHONE | 218.67 |
| 101-1004-43999 | OPERATING COSTS | 63.25 |
| 101-1004-44606 | OFFICE SUPPLIES | 847.72 |
| 101-1004-48599 | OTHER CONTRACTUAL S... | 2,394.30 |
| 101-1006-41226 | RETIREE INSURANCE | 343.88 |
| 101-1006-43316 | FUEL | 103.31 |
| 101-1006-43775 | TELEPHONE | 141.92 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 101-1006-44606 | OFFICE SUPPLIES | 325.47 |
| 101-1006-44607 | FIELD SUPPLIES | 664.98 |
| 101-1006-48598 | PROFESSIONAL SERVICES | 1,441.30 |
| 101-1007-41226 | RETIREE INSURANCE | 2,749.88 |
| 101-1007-42310 | PER DIEM-POLICE DEPT | 287.49 |
| 101-1007-43316 | FUEL | 7,749.33 |
| 101-1007-43465 | RENT OF EQUIPMENT | 717.80 |
| 101-1007-43740 | PRINTING/PUBLISHING | 210.00 |
| 101-1007-43770 | SUBSCRIPTION & DUES | 65.00 |
| 101-1007-43775 | TELEPHONE | 1,226.90 |
| 101-1007-44606 | OFFICE SUPPLIES | 246.21 |
| 101-1007-47420 | MAINTENANCE VEHICLE... | 110.15 |
| 101-1007-48599 | OTHER CONTRACTUAL S... | 55,101.00 |
| 101-1008-41226 | RETIREE INSURANCE | 165.74 |
| 101-1008-42620 | UNIFORMS LINEN-CODE ... | 350.00 |
| 101-1008-43316 | FUEL | 160.30 |
| 101-1008-43775 | TELEPHONE | 214.30 |
| 101-1008-47420 | MAINTENANCE VEH/EQU.. | 470.18 |
| 101-1009-41226 | RETIREE INSURANCE | 335.56 |
| 101-1009-42620 | UNIFORMS/LINEN-MUNI... | 311.57 |
| 101-1009-43316 | FUEL | 768.79 |
| 101-1009-43465 | RENT OF EQUIPMENT | 1,350.12 |
| 101-1009-43775 | TELEPHONE | 126.19 |
| 101-1009-44607 | FIELD SUPPLIES-MUNI R... | 6,070.72 |
| 101-1009-47415 | MAINTENANCE--REPAIRS.. | 4,335.18 |
| 101-1010-41226 | RETIREE INSURANCE | 205.34 |
| 101-1010-43775 | TELEPHONE | 43.20 |
| 101-1010-48598 | PROFESSIONAL SERVICES | 1,656.35 |
| 101-1011-41226 | RETIREE INSURANCE | 732.91 |
| 101-1011-43775 | TELEPHONE | 169.05 |
| 101-1013-41226 | RETIREE INSURANCE | 154.60 |
| 101-1013-43316 | FUEL | 59.24 |
| 101-1014-41226 | RETIREE INSURANCE | 437.24 |
| 101-1014-43316 | FUEL | 495.71 |
| 101-1014-43403 | REGULAR BUILDING MA... | 14,743.66 |
| 101-1014-43465 | RENT OF EQUIPMENT | 86.28 |
| 101-1014-43775 | TELEPHONE | 130.61 |
| 101-1014-44607 | FIELD SUPPLIES-FACILITY... | 582.16 |
| 101-1014-47410 | MAINTENANCE CONTRA... | 53.82 |
| 101-1016-41226 | RETIREE INSURANCE | 474.32 |
| 101-1016-44830 | CITY BOOK PURCHASING... | 2,643.31 |
| 101-1017-48599 | OTHER CONTRACTUAL S... | 38,778.82 |
| 101-1018-43780 | UTILITIES | 145,596.35 |
| 101-1018-43815 | SOFTWARE LIC/SOFTWA... | 5,469.60 |
| 101-1018-46732 | GENERAL LIABILITY INSU... | 1,270.89 |
| 101-1018-48596 | AUDIT CONTRACT | 26,906.25 |
| 201-1903-48598 | PROFESSIONAL SERVICES.. | 708.05 |
| 201-1903-48710 | CARE OF PRISONERS-SIE... | 440.00 |
| 209-1603-43316 | FUEL | 183.65 |
| 209-1603-43465 | RENT OF EQUIPMENT | 502.31 |
| 209-1603-43775 | TELEPHONE | 268.63 |
| 209-1603-43815 | SOFTWARE LIC/SOFTWA... | 899.00 |
| 209-1603-44615 | SAFETY EQUIPMENT | 7,400.00 |
| 209-1603-47415 | MAINTENANCE--REPAIRS.. | 525.62 |
| 211-2003-42535 | EMPLOYEE TRAINING | 920.46 |
| 211-2003-44573 | UNIFORM & EQUIPMENT | 1,497.36 |
| 211-2003-44607 | FIELD SUPPLIES | 646.68 |
| 211-2003-80810 | OTHER CAPITAL EQUIPM... | 11,262.40 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 214-2503-41226 | RETIREE INSURANCE | 111.64 |
| 214-2503-43999 | OTHER OPERATING COST.. | 1,361.99 |
| 214-2503-44608 | FIELD SUPPLIES - GOLF ... | 885.33 |
| 214-2540-43775 | TELEPHONE | 61.90 |
| 214-2540-60725 | CITY PORTION SUB-RECIP.. | 16,323.63 |
| 214-2560-60725 | MARKETING SUB-RECIPI... | 10,043.31 |
| 216-4503-43316 | FUEL | 1,166.71 |
| 216-4503-43465 | RENT OF EQUIPMENT | 204.43 |
| 216-4503-44607 | FIELD SUPPLIES-STREETS | 65.53 |
| 216-4503-44615 | SAFETY EQUIPMENT | 400.00 |
| 294-5003-60834 | STATE LIBRARY GRANT-S... | 775.77 |
| 295-4803-41226 | RETIREE INSURANCE | 85.34 |
| 295-4803-43403 | REGULAR BUILDING MA... | 61.77 |
| 295-4803-43465 | RENT OF EQUIPMENT | 49.36 |
| 295-4803-43775 | TELEPHONE | 68.43 |
| 296-2403-48598 | PROFESSIONAL SERVICES | 125.26 |
| 296-2403-80805 | BUILDINGS & STRUCTUR... | 8,104.69 |
| 298-2105-45607 | SHOP W/ COP EXPENSES | 6,596.26 |
| 299-7051-48710 | Professional Serv -BFAS ... | 260.39 |
| 299-7057-44607 | PD 24-JAG-TORC-FY26 -S... | 8,822.48 |
| 303-4703-43775 | TELEPHONE | 300.09 |
| 312-7066-47415 | Maint GROUNDS & ROA... | 2,475.00 |
| 314-8603-48598 | Professional Serv/Contra... | 402.52 |
| 315-7027-48598 | ProfServ/Con- B-23-CP-... | 124,712.94 |
| 315-8010-45600 | ENTITY MATCH | 14,825.39 |
| 315-8010-80860 | INFRASTRUCTURE | 68,092.16 |
| 315-8012-45600 | ENTITY MATCH/SHORTF... | 6,800.00 |
| 315-8012-80845 | CAPITAL IMPROVEMENT... | 62,643.42 |
| 321-7017-80860 | INFRASTRUCTURE-WSPI-... | 56,220.82 |
| 321-7042-80860 | INFRASTRUCTURE-WSPI-... | 1,034,626.16 |
| 380-7020-80860 | INFRASTRUCTURE | 2,883.36 |
| 380-7034-80860 | INFRASTRUCTURE | 4,795.31 |
| 403-1203-12918 | CWPA PPRF-2613 TORC ... | 690.58 |
| 403-1203-12919 | CWPA PPRF-2737 TORC ... | 7,598.73 |
| 403-1203-12952 | PPRF-5652 ELECTRIC TR... | 15,438.95 |
| 403-1203-90905 | DEBT SERVICE PRINCIPAL.. | 2,572.83 |
| 403-1203-90910 | DEBT SERVICE INTEREST | 8,321.37 |
| 403-1203-90925 | COMMITMENTS & OTHE... | 125.00 |
| 502-3601-41226 | RETIREE INSURANCE | 511.38 |
| 502-3601-43465 | RENT OF EQUIPMENT | 738.62 |
| 502-3601-43740 | PRINTING/PUBLISHING | 2,600.00 |
| 502-3601-43775 | TELEPHONE | 182.85 |
| 502-3601-43815 | SOFTWARE LIC/SOFTWA... | 519.94 |
| 502-3601-44606 | OFFICE SUPPLIES | 211.39 |
| 503-3702-41226 | RETIREE INSURANCE | 858.72 |
| 503-3702-42620 | UNIFORM/LINEN-ELECTR.. | 1,719.52 |
| 503-3702-43316 | FUEL | 1,492.50 |
| 503-3702-43465 | RENT OF EQUIPMENT | 128.29 |
| 503-3702-43770 | SUBSCRIPTION & DUES | 1,860.00 |
| 503-3702-43775 | TELEPHONE | 260.33 |
| 503-3702-44607 | FIELD SUPPLIES | 51,272.63 |
| 503-3702-47420 | MAINTENANCE-VEHICLE... | 1,456.48 |
| 503-3702-48598 | PROFESSIONAL SERVICES | 617.40 |
| 503-3702-50795 | WHOLESALE POWER CO... | 356,889.25 |
| 504-3803-41226 | RETIREE INSURANCE | 675.56 |
| 504-3803-42620 | UNIFORM/LINEN-WATER.. | 400.04 |
| 504-3803-42720 | EMPLOYEE TRAINING-W... | 1,626.00 |
| 504-3803-43316 | FUEL | 1,142.22 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 504-3803-43465 | RENT OF EQUIPMENT | 49.36 |
| 504-3803-43775 | TELEPHONE | 247.82 |
| 504-3803-43797 | WATER CONSERVATION... | 1,620.76 |
| 504-3803-44605 | CHEMICALS/LABORATO... | 100.00 |
| 504-3803-44606 | OFFICE SUPPLIES | 41.31 |
| 504-3803-44607 | FIELD SUPPLIES-WATER ... | 1,477.34 |
| 504-3803-44615 | SAFETY EQUIPMENT | 197.99 |
| 504-3803-47420 | MAINTENANCE-VEHICLE... | 33.25 |
| 504-3803-48598 | PROFESSIONAL SERVICES | 3,186.23 |
| 505-3904-41226 | RETIREE INSURANCE | 1,254.00 |
| 505-3904-42310 | PER DIEM-SOLID WASTE... | 1,309.71 |
| 505-3904-43316 | FUEL | 3,749.43 |
| 505-3904-43465 | RENT OF EQUIPMENT | 159.37 |
| 505-3904-43770 | SUBSCRIPTION & DUES | 200.00 |
| 505-3904-43775 | TELEPHONE | 137.97 |
| 505-3904-44607 | FIELD SUPPLIES-SOLID ... | 3,593.76 |
| 505-3904-44615 | SAFETY EQUIPMENT | 400.00 |
| 505-3904-45601 | WASTE DISPOSAL | 101,758.67 |
| 505-3904-47420 | MAINTENANCE-VEHICLE... | 367.28 |
| 505-3904-48599 | OTHER CONTRACTUAL S... | 4,428.91 |
| 506-4005-41226 | RETIREE INSURANCE | 337.68 |
| 506-4005-42620 | UNIFORM/LINEN-WAST... | 160.16 |
| 506-4005-42720 | EMPLOYEE TRAINING-W... | 435.50 |
| 506-4005-43316 | FUEL | 709.86 |
| 506-4005-43465 | RENT OF EQUIPMENT | 343.26 |
| 506-4005-43775 | TELEPHONE | 362.10 |
| 506-4005-44605 | CHEMICALS/LABORATO... | 6,102.31 |
| 506-4005-44606 | OFFICE SUPPLIES | 226.69 |
| 506-4005-44607 | FIELD SUPPLIES-WASTE... | 484.80 |
| 506-4005-47420 | MAINTENANCE-VEHICLE... | 2,785.48 |
| 506-4005-48598 | PROFESSIONAL SERVICES | 3,186.22 |
| 506-4005-48798 | VILLAGE OF WILLIAMSB... | 2,804.13 |
| 508-4303-41226 | RETIREE INSURANCE | 171.74 |
| 508-4303-43465 | RENT OF EQUIPMENT | 1,329.73 |
| 508-4303-43770 | SUBSCRIPTION & DUES | 1,435.00 |
| 508-4303-43775 | TELEPHONE | 61.90 |
| 508-4303-47420 | MAINTENANCE VEHICLE... | 199.98 |
| 509-4403-43465 | RENT OF EQUIPMENT | 49.36 |
| 509-4403-43775 | TELEPHONE | 565.06 |
| 509-4403-48598 | PROFESSIONAL SERVICES | 19,515.52 |
| 600-7003-41226 | RETIREE INSURANCE | 430.76 |
| 600-7003-42620 | UNIFORMS/LINEN | 500.03 |
| 600-7003-43316 | FUEL | 394.99 |
| 600-7003-43465 | RENT OF EQUIPMENT | 88.00 |
| 600-7003-43775 | TELEPHONE | 227.10 |
| 600-7003-44607 | FIELD SUPPLIES | 840.81 |
| 600-7003-44626 | VEHICLE TIRES | 520.00 |
| 600-7003-47420 | MAINTENANCE-VEHICLE... | 32,240.50 |
| | **Grand Total:** | **2,477,084.79** |

## Project Account Summary

| Project Account Key | Payment Amount |
|---|---|
| **None** | 2,477,084.79 |
| **Grand Total:** | **2,477,084.79** |

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE:** February 11, 2026

*Agenda Item #:* E.5

**SUBJECT:** Take Home Vehicle Form: Streets Department
**DEPARTMENT:** City Clerk's Office
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** Angela A. Torres
**WHO WILL PRESENT THE ITEM: Consent Calendar**

***Summary/Background:***

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for Brendan Anglin in the Streets Department. His commute is 3.1 miles.

***Recommendation:***

Approve take home vehicle form.

***Attachments:***

- -

-

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

-

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

-

***Approved For Submittal By:*** ☒ Department Director

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

***Final Approval:*** ☐ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 2-11-26

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE**: February 11, 2026

*Agenda Item #:* ***F.1***

**SUBJECT:** Resolution No. 36 25/26 Budget Adjustment Request
**DEPARTMENT:** Finance Department
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** Kerin Salcedo, Accounting Officer
**WHO WILL PRESENT THE ITEM**: Jocelyn Holguin, Chief Financial Officer

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

***Recommendation:***

Approval Resolution No. 36 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

***Attachments:***

Resolution No 36 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. Click here to enter text. Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐Other: .
File Name: CC Agendas 2-11-26

# RESOLUTION NO. 36 25/26

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

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

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

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

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

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

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

**PASSED, ADOPTED** and **APPROVED** this **11th day of February, 2026**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

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

**For Local Government Division use only:**

**ENTITY NAME:** City of Truth or Consequences
**FISCAL YEAR:** 2025-26 2/11/2026
**DFA Resolution Number:** 36 25/26 **Fully Executed Agreements**
**BAR NUMBER** 10

| DOCUMENT NUMBER | FUND | ACCOUNT STRING | ACCOUNT NAME | REVENUE, EXPENDITURE, or TRANSFER (TO or FROM | APPROVED BUDGET | ADJUSTMENT / INCREASE | ADJUSTMENT / DECREASE | ADJUSTED BUDGET | PURPOSE |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 101 | 101-1099-37371 | GF-Donations | Revenue | $ 5,000.00 | $ 858 | | $ 5,858 | Increase Rev budget to reflect animal shelter donations 5,000 was already budgeted |
| | 101 | 101-1006-45607 | AS-Donation Expense | Expense | $ - | $ 5,858 | | $ 5,858 | Increase animal shelter expense for shelter donations |
| 2 | 101 | 101-1004-40140 | Finance-Delayed Comp | Expense | $ 1,500.00 | $ 5,000 | | $ 6,500 | |
| | 101 | 101-1007-40140 | PD-Delayed Comp | Expense | $ 12,472.00 | $ 15,000 | | $ 27,472 | |
| | | | | | | | | $ - | |
| 3 | 298 | 298-2105-45607 | PD-Shop w/Cop | Expense | $ 3,568.00 | $ 3,029 | | $ 6,597 | Actual Expense from donations |
| | | | | | | | | $ - | |
| 4 | 216 | 216-7023-32386 | ST-State Grants | Revenue | $ 468.00 | | $ (468) | $ - | Completed LGRF 2022-23 HW2L100526 dDesign, Rehabilitation/Improvements and Reconstruciton of City Streets. Pine Street from E 8th Ave to E 5th Ave |
| | 216 | 216-7023-43550 | ST-Roadway Maint | Expense | $ 468.00 | | $ (468) | $ - | Completed LGRF 2022-23 HW2L100526 dDesign, Rehabilitation/Improvements and Reconstruciton of City Streets. Pine Street from E 8th Ave to E 5th Ave |
| | 216 | 216-7025-32386 | ST-State Grants | Revenue | $ 76,692.00 | | $ (4,747) | $ 71,945 | Completed SS4A FY22 Vision Zero Safety Action Plan |
| | 216 | 216-7025-48598 | ST-Prof. Serv. | Expense | $ 76,692.00 | | $ (4,747) | $ 71,945 | Completed SS4A FY22 Vision Zero Safety Action Plan |
| | | | | | | | | $ - | |
| 5 | 304 | 304-4903-32315 | SG-Building Ren Reimb | Revenue | $ 27,907.00 | $ 451 | | $ 28,358 | Completed Senior Center Renovations A21F2058 ALTSD |
| | | 304-4903-43403 | SG-Reg. Building Maint | Expense | $ 159.00 | | $ (159) | $ - | Completed Senior Center Renovations A21F2058 ALTSD |
| | | 304-4903-37374 | SG-Surplus Auction | Revenue | $ 48.00 | $ 1,890 | | $ 1,938 | Ford Ranger Auction Sale Dec 2025 |
| | | | | | | | | $ - | |
| 6 | 312 | 312-7035-31375 | Airport-Fed Grant | Revenue | $ 309,293.00 | | $ (88,583) | $ 220,710 | Completed Fuel Farm Safety/Terminal Apron Improvements 3-35-0042-028-2024 |
| | | 312-7035-47415 | Airport-Maint Grounds & Roadways | Expense | $ 88,584.00 | | $ (88,584) | $ - | Completed Fuel Farm Safety/Terminal Apron Improvements 3-35-0042-028-2024 |
| | | 312-7036-31375 | Airport-Fed Grant | Revenue | $ 92,058.00 | | $ (26,366) | $ 65,692 | Completed Fuel Farm Safety/Terminal Apron Improvements 3-35-0042-027-2024 |
| | | 312-7036-47415 | Airport-Maint Grounds & Roadways | Expense | $ 375,497.00 | | $ (375,497) | $ - | Completed Fuel Farm Safety/Terminal Apron Improvements 3-35-0042-027-2024 |
| | | 312-7050-32375 | Airport-State Grant | Revenue | $ 40,101.00 | | $ (11,452) | $ 28,649 | Completed TCS-25-01 #AVA1629 NMDOT Aviation (NM State Funding for Apron Project) |
| | | 312-7050-47415 | Airport-Maint Grounds & Roadways | Expense | $ 35,555.00 | | $ (35,555) | $ - | Completed TCS-25-01 #AVA1629 NMDOT Aviation (NM State Funding for Apron Project) |
| | | | | | | | | $ - | |
| 7 | 320 | 320-6603-31375 | USDA Wtr-Federal Grants | Revenue | $ 516,666 | | $ (398,474) | $ 118,192 | Completed MSD Water System Improv. Funding Source |
| | | 320-6603-80860 | USDA Wtr-Infrastructure | Expense | $ 516,666 | | $ (398,474) | $ 118,192 | Completed MSD Water System Improv. Funding Source |
| 8 | 321 | 321-7017-31375 | BOSW-Federal Grant | Revenue | $ 2,720,000 | | $ (2,720,000) | $ - | Federal Grant is in Fund 320 |
| | | 321-7017-80860 | BOSW-Infrastructure | Expense | $ 3,170,465 | | $ (2,720,000) | $ 450,465 | Federal Grant is in Fund 320 |
| | | 321-7042-31375 | BOSW-Federal Grant | Revenue | $ 7,227,000 | | $ (7,227,000) | $ - | Federal Grant is in Fund 320 |
| | | 321-7042-80860 | BOSW-Infrastructure | Expense | $ 9,900,000 | | $ (7,227,000) | $ 2,673,000 | Federal Grant is in Fund 320 |
| | | | | | | | | $ - | |
| | | | | | | | | $ - | |
| 9 | 340 | 340-7032-43550 | ST-Roadway Maint | Expense | $ 104,000 | | $ (90,135) | $ 13,865 | Completed NMDOT Map Grant LGRF FY25 HW2L100619-D20213 |
| | | | | | | | | $ - | |
| 10 | 380 | 380-7002-32375 | Wtr-State Grant | Revenue | $ 30,000 | | $ (30,000) | $ - | Completed NMED DWSRLF Marshall St., N. Pershing, 2nd Ave. and Sierra Vista Dr. Waterline Replacement (7002) |
| | | 380-7002-48598 | Wtr-Prof. Serv. | Expense | $ 1,475 | | $ (1,475) | $ - | Completed NMED DWSRLF Marshall St., N. Pershing, 2nd Ave. and Sierra Vista Dr. Waterline Replacement (7002) |
| | | 380-7002-80860 | Wtr-Infrastructure | Expense | $ 28,525 | | $ (28,525) | $ - | Completed NMED DWSRLF Marshall St., N. Pershing, 2nd Ave. and Sierra Vista Dr. Waterline Replacement (7002) |
| | | 380-7020-32375 | ST-State Grant | Revenue | $ 1,892,950 | | $ (1,617,405) | $ 275,545 | Mainstreet Foch Street Improvements |
| | | 380-7020-80860 | ST-Infrastructure | Expense | $ 1,892,950 | | $ (1,619,227) | $ 273,723 | Mainstreet Foch Street Improvements |
| | | 380-7034-32380 | Wtr-State Grant | Revenue | $ 7,917,040 | | $ (3,517,040) | $ 4,400,000 | Capital Appropriation SAP 24-I2460-GF-Wtr Systm Improv Water Distribution Line RPLC |
| | | 380-7034-80860 | Wtr-Infrastructure | Expense | $ 7,917,040 | | $ (3,596,698) | $ 4,320,342 | Capital Appropriation SAP 24-I2460-GF-Wtr Systm Improv Water Distribution Line RPLC |
| | | 380-7054-32375 | ST-State Grant | Revenue | $ - | $ 600,000 | | $ 600,000 | Main Street Foch 419-A22G2074-2306 FY23 |
| | | 380-7054-80860 | ST-Infrastructure | Expense | $ - | $ 600,000 | | $ 600,000 | Main Street Foch 419-A22G2074-2306 FY23 |
| | | 380-7055-32375 | ST-State Grant | Revenue | $ - | $ 1,016,000 | | $ 1,016,000 | Main Street Foch A23H2121-2410 FY24 |
| | | 380-7055-80860 | ST-Infrastructure | Expense | $ - | $ 1,016,000 | | $ 1,016,000 | Main Street Foch A23H2121-2410 FY24 |
| | | | | | | | | $ - | |
| | | | | | | | | $ - | |

**ATTEST:**

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

**Rolf Hechler, Mayor** **(Date)**

| | | | |
|---|---|---|---|
| 7,917,040.00 | | | |
| 4,400,000.00 | | 4,400,000.00 | |
| 3,517,040.00 | | 79,658.00 | |
| | | 4,320,342.00 | |
| | | | |
| 3,596,698.00 | | | |
| | 1,892,950.00 | | 12950 |
| 1,892,950.00 | (273,723.00) | | 1880000 |
| 275,545.00 | 1,619,227.00 | | 1892950 |
| 1,617,405.00 | | | |
| | 12,950.00 | | |
| | (117.00) | | |
| | 12,833.00 | | 260890 |
| | 1,880,000.00 | | 117 |
| | 1,892,833.00 | | 261007 |
| | (273,723.00) | | |
| | 1,619,110.00 | | |

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE**: February 11, 2026

*Agenda Item #:* ***F.2***

**SUBJECT:** Resolution No. 37 25/26 Budget Adjustment Request
**DEPARTMENT:** Finance Department
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** Kerin Salcedo, Accounting Officer
**WHO WILL PRESENT THE ITEM**: Jocelyn Holguin, Chief Financial Officer

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

***Recommendation:***

Approval Resolution No. 37 25/26 Final Budget Adjustment Requests for Fiscal Year 2025-2026

***Attachments:***

Resolution No 37 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. Click here to enter text. Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐Other: .
File Name: CC Agendas 2-11-26

# RESOLUTION NO. 37 25/26

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

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

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

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

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

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

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

**PASSED, ADOPTED** and **APPROVED** this **11th day of February, 2026**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

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

**For Local Government Division use only:**

**ENTITY NAME:** City of Truth or Consequences
**FISCAL YEAR:** 2025-26 2/11/2026
**DFA Resolution Number:** 37 25/26 **Signatures Needed**
**BAR NUMBER** 11

| DOCUMENT NUMBER | FUND | ACCOUNT STRING | ACCOUNT NAME | REVENUE, EXPENDITURE, or TRANSFER (TO or FROM | APPROVED BUDGET | ADJUSTMENT / INCREASE | ADJUSTED BUDGET | PURPOSE |
|---|---|---|---|---|---|---|---|---|
| 1 | 304 | 304-7072-32314 | SJOA-State Grant A24-I5393 | Revenue | $ - | $ 88,000 | $ 88,000 | SJOA Vehicle Purchase Grant A24-I5393 |
| | | 304-7020-80810 | SJOA-Other Cap Vehicle A24-I5393 | Expense | $ - | $ 88,000 | $ 88,000 | SJOA Vehicle Purchase Grant A24-I5393 |
| | | | | | | | $ - | |
| | | | | | | | $ - | |
| | | | | | | | | |
| | | | | | | | | |
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| | | | | | | | | |

**ATTEST:**

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

**Rolf Hechler, Mayor** **(Date)**

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

*Agenda Item #: F.3*

**MEETING DATE:** February 11, 2026

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

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 30, 2026

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

Staff would like to apply for $12,000,000.00 for the Electric Dept. The project includes design and construction services for the Resilient and Sustainable Electric Distribution and will identify and prioritize improvements to increase system resiliency, efficiency, and reduce O&M costs. Project scope would replace approximately 1000 aging distribution poles. Award will define a 10% Loan and 10% Cash Match requirement.

***Recommendation:***

Approve Resolution 38 25/26 and Revised Notice of Intent

***Attachments:***

Resolution 38 25/26
Revised Notice of Intent

***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 2-11-26

**RESOLUTION NO. 38 25/26**

**A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND.**

**WHEREAS,** the City of Truth or Consequences ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 ("Act"), and the City Commission ("Governing Body") is authorized to borrow funds and/or issue bonds for the financing of public projects for benefit of the City; and

**WHEREAS,** the New Mexico Finance Authority ("Authority") has instituted a program for the financing of projects from the Colonias Infrastructure Fund created under the Act and has developed an application procedure whereby the City may submit an application ("Application") for financial assistance from the Authority for public projects; and

**WHEREAS,** the City intends to undertake design and construction services for the Resilient and Sustainable Electric Distribution ("Project") for the benefit of the City and its citizens; and

**WHEREAS,** the application prescribed by the Authority has been completed and submitted to the Governing Body, and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO,** that the project type falls under Housing Infrastructure and will undertake design and construction services for the Resilient and Sustainable Electric Distribution. The requested financial assistance is $12,000,000.00. The City is committed to a 10% match of $1,200,000.00.

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved, and confirmed.

Section 2. That the submission of the application requesting funding from the Colonias Infrastructure Fund, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED this 11th day of February 2026.**

_____

Rolf Hechler, Mayor

**ATTEST:**

_____

Angela Torres, City Clerk-Treasurer

# NOTICE OF INTENT TO APPLY FOR 2026 COLONIAS INFRASTRUCTURE BOARD FUNDING

This Notice of Intent ("NOI") serves as 1) notification of the Applicant's desire to apply for Colonias Infrastructure Board ("CIB") funding for the 2026 cycle, and 2) the initial step of the registration process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for CIB funding. CIB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants may be requested through Colonias@nmfa.net.

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultants to use EnABLE, along with an assigned User name and temporary Password. To access EnABLE, a user will be asked to submit a correct User name and Password, as well as acknowledge certain terms of use.

## I. APPLICANT INFORMATION:

| | | | |
|---|---|---|---|
| **Applicant Name:** | City of Truth or Consequences | | |
| **Mailing Address:** | 505 Sims St. | | |
| **Street Address:** | | | |
| **City:** Truth or Consequences | | **State:** NM | **Zip:** 87901 |
| **County:** Sierra | | **Phone:** 575-952-0565 | |
| **Email:** talvarez@torcnm.gov | | | |

**BENEFITTING COLONIA(S):** City of T or C, Village of Williamsburg

| **APPLICANT LEGAL ENTITY TYPE (Check One):** | |
|---|---|
| | **Authority (specify):** |
| X | **Municipal or County Government** |
| | **Mutual Domestic/Sanitary Projects Act Entity** |
| | **Special District (specify):** |
| | **Other (specify):** |

| APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users) | | |
|---|---|---|
| **Name:** Traci Alverez | **Title:** Assistant City Manager | |
| **Mailing Address:** 505 Sims Street | | |
| **City:** Truth or Consequences | **State:** NM | **Zip:** 87901 |
| **Email:** talvarez@torcnm.gov | **Phone:** 575-952-0565 | |

| APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System) | | |
|---|---|---|
| **Name:** Gary Whitehead | **Title:** City Manager | |
| **Mailing Address:** 505 Sims Street | | |
| **City:** Truth or Consequences | **State:** NM | **Zip:** 87901 |
| **Email:** gwhitehead@torcnm.gov | **Phone:** (575) 894-6681 | |

| Consultant Authorized to Access EnABLE Application System | | |
|---|---|---|
| **Name:** Steve House | **Title:** Owner | |
| **Firm:** Triple H Solar | | |
| **Mailing Address:** 6639 Pinery Villa Pl | | |
| **City:** Parker | **State:** CO | **Zip:** 80134 |
| **Email:** shouse@triplehsolar.com | **Phone:** (505) 280-0102 | |

| Consultant Authorized to Access EnABLE Application System | | |
|---|---|---|
| **Name:** Gwen Valentino | **Title:** Grant Admin/Tech Support | |
| **Firm:** South Central Council of Governments | | |
| **Mailing Address:** 600 NM-195 Ste C | | |
| **City:** Elephany Butte | **State:** NM | **Zip:** 87935 |
| **Email:** gvalentino@sccog-nm.com | **Phone:** (575) 418-7948 | |

## II. PROJECT INFORMATION

| | |
|---|---|
| **Project Name:** Resilient and Sustainable Electric Distribution System Enhancement | |
| **Amount Requested:** | 12,000,000.00 |

***Note: Per CIB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2026 cycle is estimated to be approximately $80 million, therefore, the 15% cap for the 2026 cycle is approximately $12 million.***

**Project Type – *Check One That Applies***

- ◯ Water Infrastructure
- ◯ Wastewater Infrastructure
- ◯ Roads/Drainage
- ◯ Flood Prevention
- ◯ Solid Waste
- ◉ Housing Infrastructure (see Section IV)

## III. PROJECT DESCRIPTION

**Please provide the Project Location, the Scope of Work to be completed with the requested funding, the phase or phases to be funded, and a brief description of the Project Goal.**

**Project Location:** Truth or Consequences

**Scope of Work:** ☐ Planning ☐ Design ☑ Construction [Check all that apply]

**Phase or Phases to be Funded:** _____

**Project Goal (*35 words or less*):**
Upgrade the electrical system infrastructure (replace approximately 1000 aging distribution poles) to enhance community resilliance, sustanability, and development through modern infrastructure, technological innovation, and stakeholder engagement, ensuring reliable and efficient energy for current and furture generations.

## IV. HOUSING INFRASTRUCTURE PROJECT ELIGIBILITY (for Housing Infrastructure Projects only)

A. Do you have a Housing Plan approved by the New Mexico Mortgage Finance Authority (MFA) that is compliant with the Affordable Housing Act?
**Date of Approval or Expected Approval: October 2014**

B. Do you have an Ordinance allowing donation to affordable housing that has been adopted and approved by MFA and compliant with the Affordable Housing Act?
**Date of Approval or Expected Approval: June 2023**

## V. DECLARATION OF PROJECT URGENCY

Section 1.1 of the Colonias Infrastructure Board Project Management Policies provides greater policy consideration to projects determined to be Urgent.

- Does your project meet any of the following definitions of Urgent Needs?
- Check yes or no.
- **Attach evidence of the urgency determination from a Cabinet Secretary or authorized designee if any are determined "yes".**

| | | |
|---|---|---|
| **Regulatory Compliance:** Projects that cure regulatory compliance issues cited by the New Mexico Environment Department. | ○ Yes | ◉ No |
| **Public Health Threats**: Projects that address existing and imminent public health threats resulting from waterborne disease outbreak, wastewater treatment and inadequate water supply. | ○ Yes | ◉ No |
| **Safe Drinking Water Act Compliance**: Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year. | ○ Yes | ◉ No |
| **Flood and Drainage:** Projects that address issues resulting from non-existent, inadequate or poorly designed infrastructure causing health and safety issues. | ○ Yes | ◉ No |
| **Dam Safety:** Projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition. | ○ Yes | ◉ No |
| **Governor's Emergency Declaration:** Projects that address conditions declared an emergency by a Governor's Emergency Declaration? | ○ Yes | ◉ No |
| **Other:** Projects that identify human health and safety concerns and overall degree of benefit to public health. | ○ Yes | ◉ No |

Brief description and analysis of project need and benefit:

***For any box above checked 'Yes', you must attach evidence of the urgency determination from a Cabinet Secretary or authorized designee.***

## VI. APPLICATION RESOLUTION ADOPTION DATE: 2-11-2026

**PLEASE PROVIDE THE DATE of the Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Colonias Infrastructure Board.** ***Please note that the resolution is due with the application on March 5, 2026.***

## VII. ACKNOWLEDGEMENT:

I have reviewed a copy of the **CIB Project Management Policies Revised and Restated as of September 15, 2022.**

**I CERTIFY THAT:**

- I have the authority to designate a Primary Contact who will be authorized to Submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: _____

**Highest Government Elected Official or Legal Entity's Authorized Officer**

Print Title: Mayor

Print Name: Rolf Hechler

Date: 2-11-2026

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE:** February 11, 2026

*Agenda Item #: F.4*

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

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** January 30, 2026

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

Staff would like to apply for design and construction services for Marie St from Date St. to Palo Verde St. Improvements will include full depth asphalt replacement, curb and gutter and sidewalk with total project cost of $1,500,000.00. Award will define a 10% Loan and 10% Cash Match requirement

***Recommendation:***

Approve Resolution 39 25/26

***Attachments:***

Resolution 39 25/26

-

***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 2-11-26

**RESOLUTION NO. 39 25/26**

**A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND.**

**WHEREAS,** the City of Truth or Consequences ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 ("Act"), and the City Commission ("Governing Body") is authorized to borrow funds and/or issue bonds for the financing of public projects for benefit of the City; and

**WHEREAS,** the New Mexico Finance Authority ("Authority") has instituted a program for the financing of projects from the Colonias Infrastructure Fund created under the Act and has developed an application procedure whereby the City may submit an application ("Application") for financial assistance from the Authority for public projects; and

**WHEREAS,** the City intends to undertake design and construction services for the Marie Street Improvements Project ("Project") for the benefit of the City and its citizens; and

**WHEREAS,** the application prescribed by the Authority has been completed and submitted to the Governing Body, and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO,** that the project type falls under Roads/Drainage and will undertake design and construction services for the Marie Street Improvements Project. The requested financial assistance is $1,363,636. The City is committed to a 10% match of $136,364.

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved, and confirmed.

Section 2. That the submission of the application requesting funding from the Colonias Infrastructure Fund, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED this 11th day of February 2026.**

_____

Rolf Hechler, Mayor

**ATTEST:**

_____

Angela Torres, City Clerk-Treasurer

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

*Agenda Item #: F.5*

**MEETING DATE:** February 11, 2026

**SUBJECT:** Resolution No. 40 25/26 Approve Resolution and Purchase Agreement pertaining to the Sale of 612 E. 2nd Street, Truth or Consequences, New Mexico .
**DEPARTMENT:** City Manager
**DATE SUBMITTED:** February 4, 2026
**SUBMITTED BY:** Johanna Muñoz
**WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager**

***Summary/Background:***
City received one offer of less than appraised value. City owned property was surveyed and appraised. Resolution is requested for approval to accept an offer of $15,000 which is less than appraised value of $20,000. City acquired this property through property abatement process. Property has been advertised multiple times over the last five years without any previous offers. Purchase will benefit the City by improving property value for future development, and place back on the property tax values. Value of the property is less than $25,000 and does not require a sale by ordinance; therefore, purchase agreement is allowed for the sale of the property with an executed quitclaim deed.

***Recommendation:***
Approve Resolution
Approve Purchase Agreement

***Attachments:***
- Purchase Agreement
- Survey and Appraisal available on City website under the Community Development Department https://www.torcnm.gov/develop/community_development/index.php#outer-228sub-235

Click here to enter text.

***Fiscal Impact (Finance):*** Choose an item.
Click here to enter text.

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

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC agenda 2-11-26

**CITY OF TRUTH OR CONSEQUENCES**

**CITY COMMISSION**

**RESOLUTION NO. 40 25/26**

**A RESOLUTION APPROVING THE SALE OF REAL PROPERTY.**

**WHEREAS**, the City of Truth or Consequences is the owner of the following described real property:

> A certain tract of land located on the West side of the Southeast Quarter of Block Three (3), of the LaVista Addition to Truth or Consequences, New Mexico. Otherwise known as **612 East Second Street, Truth or Consequences, New Mexico**. Please see the attached Boundary Survey Plat, attached hereto as **EXHIBIT A.**

**WHEREAS**, § 3-54-1(A) N.M.S.A. (1978) permits a municipality to sell real property having a value of twenty-five thousand dollars ($25,000.00) or less by public or private sale, and such sale shall not be subject to referendum; and

**WHEREAS**, the City obtained an appraisal dated January 6, 2022, from Karen Mundy of Mundy Appraisal Service for the real property described in **EXHIBIT A**; and

**WHEREAS**, said appraiser has appraised the above-described real property at $20,000.00; and

**WHEREAS**, the City has received an offer from Christopher Davis to pay $15,000.00 for the aforesaid real property, attached hereto as **EXHIBIT B**; and

**WHEREAS**, 3-54-1 (B) allows that real property may be sold below appraised value, provided that the governing body shall provide a detailed written explanation of its reasons for doing so. In this matter, the City has advertised and marketed the real property on numerous occasions over the past several years. The City has not received any other reasonable offers, and the City is not optimistic that a more favorable offer will be forthcoming in the future, and

**WHEREAS**, the City Commission finds that it would be in the best interests of the City to accept Mr. Davis's offer to purchase.

**NOW, THEREFORE, BE IT RESOLVED** that the City has agreed to accept the offer of Mr. Davis to purchase the aforesaid real property described in **EXHIBIT A** from the City.

**BE IT FURTHER RESOLVED** that an appropriate Purchase Agreement shall be approved to consummate the sale.

**PASSED, APPROVED AND ADOPTED** by the Governing Body of the City of Truth or Consequences, New Mexico, this 11th day of February, 2026.

**APPROVED:**

_____

**ROLF HECHLER – Mayor**

**ATTEST:**

_____

**ANGELA A. TORRES – City Clerk**

# PURCHASE AGREEMENT

This Agreement is entered into on the 30 day of January 2026, by and between **THE CITY OF TRUTH OR CONSEQUENCES, a Municipal corporation (City), and CHRISTOPHER DAVIS, a single man (Buyer).**

## RECITALS

A. The parties desire to enter into an Agreement whereby the City will sell, transfer and convey all of its interest in and to the following described realty to the Buyer:

> A certain tract of land located on the West side of the Southeast Quarter of Block Three (3), of the LaVista Addition to Truth or Consequences, New Mexico. Otherwise known as **612 East Second Street, Truth or Consequences, New Mexico.** Please see the attached Boundary Survey Plat, attached hereto as **EXHIBIT A.**

B. For the sale of real property, the City is required to follow the provisions of §3-54-1, N.M.S.A. (1978).

C. The City obtained an appraisal dated January 6, 2022 from Karen Mundy of Mindy Appraisal Services. The appraised value of the property was $20,000.00.

D. The City obtained an Offer to Purchase dated January 30, 2026 from Mr. Christopher Davis, attached hereto as **EXHIBIT B.**

E. However, for the reasons set forth in Resolution _____ which has been approved by the City Commission at its February 11, 2026 meeting, the City has agreed to sell the property to the Buyer for $15,000.00 cash, to be paid at the closing.

**NOW THEREFORE,** the parties agree as follows:

1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.

2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **FIFTEEN THOUSAND DOLLARS ($15,000.00).**

3. Immediately upon receiving the purchase price, the City shall deliver to buyer an executed quitclaim deed which shall convey the aforesaid property to the buyer.

4. The buyer is purchasing the property on an "as is" basis and is not relying upon any warrants or representations made by City, either to the condition of the premises, the status of the title, or as to its feasibility of future development. The Buyer has been encouraged to perform its own title search, and if desired, purchase its own title policy.

5. All recording fees and closing costs will be paid by Buyer.

6. Buyer shall be entitled to immediate possession of the premises after closing.

7. Attorney's Fees. If either party uses the services of any attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

8. Entire Agreement. This contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.

9. Force Majeure. Neither party shall be liable for delay of failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

10. Law and Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

11. Severance. If any provision of this Contact is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be served, and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.

**CITY OF TRUTH OR CONSEQUENCES- Seller**

**CHRISTOPHER DAVIS – Buyer**

*(Acknowledgments on the following page)*

**********

**ACKNOWLEDGMENTS**

**STATE OF NEW MEXICO ]**
**:ss.**
**COUNTY OF SIERRA ]**

The foregoing instrument was acknowledged before me by **CHRISTOPHER DAVIS** on the ___ day of February 2026.

_____
**Notary Public**

**********

**STATE OF NEW MEXICO ]**
**:ss.**
**COUNTY OF SIERRA ]**

The foregoing instrument was acknowledged before me by _____, for the CITY OF TRUTH OR CONSEQUENCES, on the ___ day of February 2026.

_____
**Notary Public**

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE**: February 11, 2026

*Agenda Item #: G.1*

**SUBJECT:** Best Friends Grant
**DEPARTMENT:** Animal Shelter
**DATE SUBMITTED:** January 28, 2026
**SUBMITTED BY:** Tara Manning
**WHO WILL PRESENT THE ITEM: Tara Manning**

***Summary/Background:***
Received $5,000 Grant from Best Friends due to submitting Monthly Data to the Shelter Pet Data Alliance Throughout 2025.

***Recommendation:***
Approval of Grant.

***Attachments:***

- Grant Agreement Letter
-

-

***Fiscal Impact (Finance):*** Choose an item.
Click here to enter text.

***Legal Review (City Attorney):*** Choose an item.
.

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC agendas 2-11-26

Docusign Envelope ID: DFB4CF96-7952-4417-A275-5DA0C990ECE8

# BEST FRIENDS ANIMAL SOCIETY
# GRANT AGREEMENT

## BACKGROUND

Best Friends Animals Society ("BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. BFAS feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Recipient (defined below) is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to BFAS requesting to be awarded a grant pursuant to the scope of the program below.

This grant agreement ("Agreement") will govern the terms of the grant (the "Grant"). The parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both parties (the "Effective Date"). Each party shall be referred to herein individually as a "Party," and collectively as the "Parties."

## AGREEMENT

### Section 1. Project Description, Grant Amount and Term

Full Legal Name of the Recipient Organization: ("Recipient"):

Truth Or Consequences Animal Shelter

EIN #: 85-6000144

Grant Amount: $ 5000

Best Friends Animal Society's data and analytics tool, Shelter Pet Data Alliance, and Best Friends Network Partners: 2025 annual data reporting

Grant awards must be directly tied to saving the lives of cats and dogs that would be at-risk in shelters.

The Term of this Agreement, unless terminated pursuant to the language below will be from the "Grant Period" 1.21.2026 through 1.21.2027

Grant funds will be disbursed pursuant to the terms of this Agreement, upon (a) the execution of this Agreement by both Parties, (b) receipt by BFAS of this executed Agreement, and (c) receipt by BFAS of Recipient's IRS Form W9.

### Section 2. Commitment from Recipient to BFAS

A. The earlier of (a) six months of receipt of the Grant, Recipient agrees to provide a written report to BFAS describing the use of the Grant. Such report must include specific data, and a minimum of the "Publicity Materials" (defined below). These grant reports can include details on grant outcomes, shelter statistics of the municipal shelter(s) impacted by the grants (if applicable), accounting of how fund have been spent, the number of cats of dogs positively impacted and examples of successes. Submit monthly data reporting through the Shelter Pet Data Alliance platform through the Term of this Agreement.

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B. BFAS reserves the right to request detailed documentation on how the Grant funds were spent (including receipts if requested).

**Section 3. Grant Branding Terms and Promotion**

Recipient shall coordinate with BFAS regarding the promotion of the Grant. The Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identify Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. The Recipient shall reasonably cooperate with BFAS network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

**Section 4. Grant Recipient Representations and Warranties Recipient represents and warrants as follows:**

A. Recipient is a qualified 501(c)(3) entity or government organization and is and will continue to be a BFAS Network Partner during the Term of this Agreement.
B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

**Section 5. Grant Restrictions**

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

**Section 6. Termination**

Recipient may terminate this Agreement upon providing ten (10) business days written notice to BFAS in the event of the following events of default:

(i) By its actions or statements, BFAS materially harms Recipient as determined by Recipient in its reasonable judgment;
(ii) BFAS files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

BFAS may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

(i) By its actions or statements, Recipient materially harms BFAS as determined by BFAS in its reasonable judgment:
(ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
(iii) Recipient fails to perform its commitments as set out in this Agreement.

**Section 7. Photo, Video, Digital and Audio Release**

Recipient grants to BFAS (including its employees, contractors and agents), the nonexclusive, perpetual, royalty-free right, license, and permission to photograph, video, and audio record any of Recipient's programs or events, associated with the Grant for the duration of this Agreement and to use such materials in any manner including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. Recipient warrants to BFAS that it has received any permissions needed to grant such rights and will indemnify, defend, and hold harmless BFAS from any claim that its use of such materials as permitted in this Agreement infringes any third-party rights.

Recipient agrees to provide to BFAS, via email to **BFNetwork@bestfriends.org** provided by BFAS, with a minimum of 2 unique still photo/s and/or 2 video clip/s of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the Grant (the "Publicity Materials"). Recipient grants BFAS the nonexclusive, perpetual, royalty-free right, license and permission to use the Publicity Materials in any manner BFAS deems appropriate and warrants to BFAS that it has received any permissions needed to grant such right and will, to the full extent permitted by law, indemnify, defend and hold harmless BFAS from any claim that BFAS use of such Publicity Materials pursuant to this Agreement infringes any third-party rights.

**Section 8. Non-Disparagement**

During the Term of this Agreement and for three years after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring BFAS into disrepute.

**Section 9. Release**

To the full extent permitted by applicable law, Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the Grant and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors, and assigns (the "Releasees" are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from its programs. Recipient releases the Releasees from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges the Releasees from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. To the full extent permitted by applicable law, Recipient releases the Releasees for BFAS' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect,

known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant.

**Section 10. Indemnity Agreement**

To the full extent permitted by law, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Recipient's programs or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

**Section 11. Proprietary Information**

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to BFAS business, including, but not limited to, any network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of BFAS. It is not anticipated that Recipient will have access to BFAS proprietary information because of this Agreement. Nonetheless, Recipient acknowledges and agrees in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said information. Recipient agrees that it will not sue, supply or disclose any Proprietary Information it happens to learn of to any third party.

**Section 12. Survival of Terms**

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releases and indemnification obligations are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for three years following the last disbursement of funds from BFAS to Recipient.

**Section 13. No Third-Party Beneficiaries**

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

**Section 14. Other Terms**

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

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This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between BFAS and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

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By signing below, Recipient and BFAS acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Organization:

Signature: 

*[electronic signature of authorized representative]*

Printed Name: Rolf Hechler

Title: Mayor

Date: 1-30-2026

Mailing Address for Grant Funds:

Best Friends Animal Society

Signature: DocuSigned by: Kayla Riding AEC4C99407E043F...

*[electronic signature of authorized representative]*

Printed Name: Kayla Riding

Title: Senior Specialist, Network & SPDA Relations

Date: January 21, 2026

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE:** February 11, 2026

*Agenda Item #: G.2*

**SUBJECT:** Discussion/Action: Contract Agreement Amendment Proposal – Wilson & Co. Critical Waterline Project
**DEPARTMENT:** Community Development
**DATE SUBMITTED:** February 3, 2026
**SUBMITTED BY:** Traci Alvarez
**WHO WILL PRESENT THE ITEM: Traci Alvarez**

***Summary/Background:***
Proposal to amend the existing contract agreement with Wilson & Co. in the amount of $1,415,774.75 to complete design, bidding, construction administration and construction inspection services for the Critical Waterline Project. This item was discussed during City Manager report at Commission Meeting on 1-28-26, it is now coming to Commission for formal action.
City commission approved the HUD agreement and waterline project in March 2024 for a funding amount of $1.6M to cover a portion of the planning and design of the project. Commission approved the Engineering Services agreement November 2024 for planning and approximately 60% design services. Partial agreement was executed as WTB Funding had not been finalized for expenditures – WTB Award received June 2024 with final grant/loan agreement secured/executed February 2025.
A change order is required to add remaining Engineering services to current PO and identify the WTB Funds allocated to Engineering Services for project completion.

***Recommendation:***
Approve Change Order Request and Eng. Agreement Amendment

***Attachments:***
- Proposal Amendment
- Supporting Documents - Engineering Agreement/ HUD Grant Agreement/WTB Loan-Grant Agreement

-

***Fiscal Impact (Finance):*** **Yes**
$1,415,774.75

***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. -
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Change Order Request

Please accept this memo as a request to process a change order for PO 81094-R1 for Wilson and Co. by adding the following GL number 360-7048-80860 for the amounts as noted below:

$1,306,366.56 Proposal Amount
109,408.20 Tax
$1,415,774.75 Total Increase

The increased cost is to pay for approximately 30% of the professional services for the completion of the design of the improvements, along with bidding, construction administration, and construction inspection services. This will be covered under the WPF-6323 grant.

Attached you will find the Wilson Task Order Amendment Proposal and the WPF-6323Grant Agreement

Traci Alvarez

WILSON & COMPANY
HIGHER RELATIONSHIPS

4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

January 23, 2026

Ms. Traci Alvarez
Assistant City Manager
505 Sims Street
Truth or Consequences, NM 87901

Re: System Redundancy and Hydraulic Enhancements, WTB-WPF-6323 Design, Bidding and Construction Services Proposal -Commission Justification Description

Ms. Alvarez,

The Critical Waterline Replacement Project as defined in the FY23 HUD funding agreement will construct approximately 37,300 linear feet of failed waterlines at a total project cost of $20,239,671.77. The new waterlines will significantly reduce water loss, increase system resiliency, and improve water quality by eliminating sources of contamination during breaks. The design is for the entire scope of approximately 37,000-LF of waterline, even though the city only received a total $17,600,000.00 at this time. The City of Truth or Consequences (City) NMFA-WTB Grant Agreement No. WPF-6323 funding of $16.0 million will cover the following:

- The Remainder of the design (approximately 30%)
- The entire construction cost
- Construction Phase Engineering services for the project.

The current total project cost is estimated to be approximately $17,600,000.00. The City currently has funded the match portion of $1.6 million for the planning and design through 60% level of completion of the Critical Waterline Replacement Project through the FY23 CPF Grant Agreement No. B-23-CP-NM-1048. The WPF-6323 grant will be utilized to pay for approximately 30% of the professional services for the completion of the design of the improvements, along with bidding, construction administration, and construction inspection services.

Should you have any questions or require additional information on this proposal, please contact Mark Nasi directly, (505) 379-5406 or Mark.nasi@wilsonco.com.

Sincerely,

WILSON & COMPANY

Mark A, Nasi, PE
Senior Water/Wastewater Project Manger

WILSON & COMPANY
HIGHER RELATIONSHIPS

4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

November 13, 2025

Ms. Traci Alvarez
Assistant City Manager
505 Sims Street
Truth or Consequences, NM 87901

Re: System Redundancy and Hydraulic Enhancements, WTB-WPF-6323 Design, Bidding and Construction Services Proposal

Ms. Alvarez,

Thank you for reaching out to Wilson & Company, Inc., Engineers & Architects (Wilson & Company) for interest in professional engineering services for the design of the System Redundancy and Hydraulic Enhancements, Design, Bidding, Construction Administration, and Construction Inspection Services for the City's Water Trust Board (WTB) funding, Grant Agreement No. WPF-6323 of $16,000,000.00. We have prepared the attached scope of service and fee proposal for your consideration. This scope of service includes remaining Engineering Design, Bidding, Construction Administration, and Construction Inspection services as requested.

If this proposal is acceptable, we will work with you to issue Task Order 7 to the existing 2024 On-Call contract that is in place.

Should you have any questions or require additional information on this proposal, please contact Mark Nasi directly, (505) 379-5406 or Mark.nasi@wilsonco.com.

Sincerely,

WILSON & COMPANY

Brian McBride, PE
Vice President, Water/Wastewater

WILSON & COMPANY

Mark A, Nasi, PE
Senior Water/Wastewater Project Manger

WILSON &COMPANY

# City of Truth or Consequences

***System Redundancy and Hydraulic Enhancements Design, Bidding, & Construction Services***

***(WPF-6323 Shared Design & Construction Cost)***

***Scope and Fee Proposal***

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# City of Truth or Consequences

*System Redundancy and Hydraulic Enhancements Design, Bidding, & Construction Services*

*(WPF-6323 Shared Design & Construction Cost)*

*Scope and Fee Proposal*

## INTRODUCTION

Per the funding agreement between the City and New Mexico Finance Authority dated February 7, 2024, The City of Truth or Consequences (City) NMFA-WTB Grant Agreement No. WPF-6323 funding of $16.0 million will cover a portion of the design, the entire construction, and construction services of the project. The current total project cost is estimated to be approximately $17,600,000.00. The City currently has funded the match portion of $1.6 million for a portion of the Planning and design to complete the critical improvements.

The planning and design professional services have begun with the City's match funds. This proposal is to complete the project design, provide bidding, construction administration, and construction inspection services.

Included in this proposal is a detailed table of the anticipated fees and preliminary milestone schedule for the consulting effort. This engineering proposal will be executed under the 2024 On-Call contract between the City of T or C and Wilson & Company, Inc., Engineers & Architects as a supplement to Task Order #7.

## SCOPE OF SERVICES

### BACKGROUND

The project will involve planning, design, environmental clearance, and permitting of water system improvements to replace failed, leaking, and deteriorated components within the City's existing water distribution system.

The project will construct approximately 37,300 linear feet of failed waterlines. The new waterlines will significantly reduce water loss, increase system resiliency, and improve water quality by eliminating sources of contamination during breaks.

The City of T or C's existing water system is composed of distribution network components dating back to the 1930s. Due to age, many of these components are beyond their useful life and are in poor condition. This has led to an exponential increase in waterline leaks and breaks. In 2022, the City responded to more than 400 waterline leaks/breaks resulting in a water loss in excess of 20

million gallons for the year. It was reported that in one day 30 waterlines broke. As the system continues to fail, water in some parts of the city could be shut off for a week at a time, further disrupting the quality of life for nearly 6,000 residents. It also threatens operations at the city's five public schools, nursing home, regional hospital, and public businesses.

Improvements include the replacement of waterlines designated as "emergency" with new 6-inch, 8-inch, and 10-inch pipes with all accompanying appurtenances. Appurtenances include, but are not limited to, isolation valves, hydrants, fittings, service lines, meters, vaults, and the restoration of surface improvements to match existing conditions. The WPF-6323 grant will be utilized to pay for approximately 30% of the professional services for the completion of the design of the improvements, along with bidding, construction administration, and construction inspection services.

### TASK 100 – PROJECT MANAGEMENT

For this task, Wilson & Company will provide all the project coordination with the City, which are additional to the original agreements to include the following sub-tasks.

#### *Subtask 101 – Design Progress meetings*

Wilson & Company will hold four (4) progress meetings monthly throughout the project and provide an updated Microsoft Project schedule detailing the tasks completed with tasks next to be completed, helping progress the projects in a clear and deliberate manner. Progress reports will provide the project team members with updates on task completion, anticipated tasks, and schedule updates.

#### *Subtask 102 – Project Administration*

Project Administration includes services of general correspondence, which may consist of progress reports, project emails, schedule coordination, and other regular coordination specifically pertaining to the overall project.

### TASK 200 – PRE-ENGINEERING

#### *Subtask 201 – SUE (Subconsultant)*

This task is for additional Subsurface Utility Exploration (SUE) to identify, locate and verify existing utility within the project to avoid during design and construction as feasibly possible.

### *Subtask 202 – Geotechnical (Subconsultant)*

This task is for Geotechnical Services with the purpose of defining subsurface soil conditions. Geotechnical borehole samples will be taken evenly across the project area and analyzed primarily for utility applications and the presence of groundwater. Duties to be performed under this subtask include field exploration, laboratory testing, data interpretation, and geotechnical recommendations for compaction.

## TASK 300 – ENGINEERING DESIGN

For this task, Wilson & Company will develop one comprehensive design package for the proposed improvements. The deliverables will be 60% and 90% complete design construction package for agency review. The final construction package will incorporate the funding agency and client comments. This task will include the following subtasks:

### *Subtask 301 – Plan Production*

Under this subtask, Wilson & Company will use the information gathered by survey and SUE to develop the design for the proposed improvements.

Wilson & Company will develop a set of 60% design plans, advancing the design from the 30% design with detailed grading, profiles, and cross-sections for the sewer infrastructure, including but not limited to the inflowing and outflowing sewer main piping. We will incorporate standard details for the new gravity sewer and appurtenances to demonstrate the full scope of the design in the construction drawings. We will package standard contract documents and begin the process of conforming the standard documents to meet the needs of the project. Technical specifications will be identified in a table of contents for review to ensure that the specification packages cover all involved technical elements. 60% design will include specific construction line items and respective costs based on the developing details of the design. All substantial comments and revisions will be completed at this phase. Any substantive changes after this phase may require a change order.

After comments are received from the City, Wilson & Company will develop a set of 90% design plans which include a refined design with all complete design elements. It will consist of plan sheets, a summary of quantities, plans, profiles, and with standard details and project specifics. Contract documents will be conformed to the project and include final drafts of bid forms, advertisements for bids, and forms to achieve a complete construction contract.

Wilson & Company will compile the input on the 90% design received from the client, and pertinent utilities and modify the 90% design to develop the final construction plans. The final construction plans will be sealed by a Professional Engineer licensed to practice in New Mexico.

***Subtask 302 – Design Site Visits***

For this subtask, Wilson & Company will conduct three additional project site visits to verify proposed alignments and identify possible conflicts with existing structure and utilities.

***Subtask 303 – Technical Specifications***

This subtask involves preparation of construction project manual, including the Front-End documents in EJCDC format to meet the construction funding agency requirements and Supplemental Technical Specifications for all project-specific equipment, instrumentation, and other construction elements not otherwise covered in standard technical specifications. The final construction documents will be reviewed by the city funding agency, then sealed by a Wilson & Company New Mexico Licensed Engineer.

***Subtask 304 – Engineers Cost Estimate***

Wilson & Company will prepare an Engineers Construction Cost Estimate at the final submittal milestone.

***Subtask 305 – QA/QC Review***

Wilson & Company will conduct Quality Assurance and Quality Control (QA/QC) reviews of all milestone submittal documents through the course of design. The QA/QC reviews are intended to verify that the design is consistent with the concept presented in the Preliminary Engineering Report (PER), back check that information portrayed in the drawings and technical specifications is consistent across documents and matches the basis of design memos, calculations, and design criteria, and Client, regulatory authority, and internal comments have been documented and addressed prior to subsequent submittals.

**TASK 400 – BIDDING SERVICES**

For this task, Wilson & Company will provide bidding services for this project. It will include the following subtasks:

***Subtask 401 – Prebid Meeting & Site Visit***

Wilson & Company will facilitate an on-site pre-bid meeting and a site visit to review the details of the construction bid package with potential bidders.

***Subtask 402 – Response to Bidders Questions***

During the bidding process, Wilson & Company will review questions from bidders and issue addenda providing clarification to bidders.

***Subtask 403 – Bid Opening Meeting***

Wilson & Company will facilitate the bid opening by publicly reading the documents and tacking bids received via a log.

***Subtask 404 – Review and Tabulation of Bids***

Wilson & Company will tabulate bids and review bids received for completeness and correctness. Under this subtask, we will also assist with the review of apparent low bidders' qualifications per the established selection criteria.

***Subtask 405 – Prepare Recommendation of Award Letter***

Wilson & Company will utilize the information from previous subtask to draft a Recommendation of Award Letter and submit a recommendation to the city for consideration.

***Subtask 406 – Prepare Conformed Construction Documents***

Wilson & Company will edit construction documents to reflect awarded contractor's bid.

***Subtask 407 – Present Recommendation of Award to Commission***

Wilson & Company will present the recommendation of award to the City Commission for Contract Award Approval.

**TASK 500 – CONSTRUCTION ADMINISTRATION**

Under this task, Wilson & Company will provide construction engineering and administration assistance services to the City in support of the installation of the designed improvements. This will include the following subtasks:

***Subtask 501 – Preconstruction Conference***

Wilson & Company will facilitate the preconstruction conference with the owner, contractor, and the funding agency to discuss the project and the contract requirements of the project.

***Subtask 502 – Shop Drawing Reviews***

The project team will coordinate and review the shop drawing submittals from the contractor as designated in the contract specifications. The shop drawings will be reviewed for design compliance based on the specifications and project compatibility and will be returned to the contractor marked, "Approved", "Approved as Noted", "Revise and Resubmit", or "Not Reviewed". The shop drawings reviews will be limited to the submittals identified in the contract documents that are required for submittal; additional submittals will be reviewed at the discretion of Wilson & Company or returned marked as "Not Reviewed". This subtask will include up to two (2) resubmittal reviews.

***Subtask 503 – Construction Progress Meetings***

In this subtask, Wilson & Company personnel will attend the monthly construction meetings held by the contractor, will keep and organize filed notes for observation periods, and will develop inspection reports for required inspections and testing. This proposal assumes no more than eighteen (18) monthly progress meetings. If additional meetings are required, Wilson & Company will advise the City and request change orders to update scope and fee.

***Subtask 504 – Review of RFI's***

Wilson & Company engineers will be available for the contractor to contact during construction to answer questions and provide solutions to issues that may arise during construction. Assume Twenty-four (24) RFI requests. If additional RFIs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

***Subtask 505 – Review of Change Order Proposals***

Wilson & Company engineers will evaluate the contractors change order proposals that may be required due to construction complications or unforeseen field conditions. The engineer will compile the change order and coordinate with the city, funding agencies, contractor, and regulatory agencies. This proposal assumes no more than eight (8) Change Order Proposals (COPs). If additional COPs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

### *Subtask 506 – Review of Pay Applications and Schedules*

Under this subtask, Wilson & Company will review and monitor the Contractor's Construction Schedule, including the 2-week and overall schedule. It will also include reviewing the Contractor's monthly pay applications and providing the Owner with recommendations for payment.

### *Subtask 507 – Site Visits*

This subtask includes Wilson & Company personnel conducting monthly site visits in addition to the monthly construction meeting, which may include mid-month progress meetings. This proposal assumes no more than eighteen (18) site visits. If additional site visits are required, Wilson & Company will advise the City and request change orders to update scope and fee.

### *Subtask 508 – Substantial Completion Walk Through*

This subtask includes Wilson & Company personnel coordinating and conducting a Substantial Completion inspection with the contractor, the city, and the funding agency, that will include any project punch list items required for final payment to the contractor.

### *Subtask 509 – Final Completion Walk Through*

This subtask includes Wilson & Company personnel coordinating and conducting a Final Completion Walk Through with the contractor, funding agency, and the city to ensure all punch list item have been corrected prior to recommending final payment to the contractor.

### *Subtask 510 – As-Built Record Drawings*

The development of the Record Drawings will require monitoring and reviewing the Contractor's markups during construction and using the completed Contractor markups to develop the final Record Drawings for the construction. This subtask will also include the engineering certification upon completion of construction.

## TASK 600 – CONSTRUCTION OBSERVATION

Under this task, Wilson & Company will provide construction observation services to the City in support of the installation of the designed improvements. This will include the following subtasks:

*Subtask 601 – On-site Construction Observation*

Wilson & Company will provide a qualified inspector to be on site during construction, full time to observe activities (approximately 7-hous of on-site observation per day), perform site inspections, and monitor contractor compliance with the construction specifications. The effort allocated under this subtask assumes the period of construction duration and identified milestone schedule for the project provided below. Site observation and inspection services are estimated for 18-month construction period. If a longer period of time is required, Wilson & Company will advise the City and request a change to this scope of services and fee.

### SCOPE-LIMITING ASSUMPTIONS

The scope of services detailed above is based on the following assumptions:

- Any items not specifically included within the scope of this proposal are excluded.
- The design will be based on the items listed and will not include additional facilities or services.
- All substantive comments are to be submitted and agreed upon at the 60% design submittal. Any others after that point may require a change order.
- The drawings will be designed on 22x34-inch format as full-size prints, with minimum font size and depiction standards for clear readability.
- Reproduction costs for plans, exhibits, reports, etc., if any, will be billed as a reimbursable expense allowance on a Time and Material basis.

## PRELIMINARY PROJECT MILESTONE SCHEDULE

For this project, the following milestone schedule is proposed:

| | |
|---|---|
| Notice-to-Proceed: | December 4, 2025 |
| Pre-Engineering | December 14, 2025 |
| 90% Submittal | March 13, 2026 |
| Regulatory Review | March 13, 2026 |
| 100% Submittal | May 10, 2026 |

## FEE PROPOSAL

Wilson & Company proposes to complete the services described above for a Lump Sum contract amount of **$1,306,366.56 excluding NMGRT, $1,415,774.76 after NMGRT is applied**. The fee estimate table below is provided for informational purposes only and is not intended to set budget limits for individual tasks or hour budgets for specific personnel on the project. However, the rates shown will be the rate allocated to each individual on the project in accordance with the rate category.

bit A
Man
Project: HVAC System Redundancy and Hydraulic Enhancements, Phase
Project Number: 8400087707

Owner: City of Tomball Corporation
Engineer: Wilson & Company, Inc., Engineers & Architects

This Manhour Worksheet is based upon our approved [2021-2025] fee schedule and is provided as an estimate of overall project effort. It is not intended to be used as a

Submittal Dates: 1 7-30-25

| WBS | TASK/SUBTASK/DESCRIPTION | Sr. Proj. Manager | Licensed Engineer | Unlicensed Engineer II | CADD Manager | Construction Manager | Construction Observer | Labor Hours | SUBCONSULTANT Fee | MARKUP & MISC. EXPENSES | Task Totals | Schedule/Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Grade | PM | P4 | E2 | CAD | PCM | PCO | | | | | |
| | | Hrs. | Hrs. | Hrs. | Hrs. | Hrs. | Hrs. | | $ | $ | $ | |
| 100 | TASK 100 - PROJECT MANAGEMENT | | | | | | | | | | | |
| 101 | BI-WEEKLY PROGRESS MEETINGS (1 HR DURATION, 4 OVERALL) | 16 | 16 | 16 | | | | 48 | | $ 1,914.56 | $ 12,948.16 | |
| 102 | PROJECT ADMINISTRATION | 100 | 80 | | | | | 240 | | | $ 37,800.00 | |
| | | | | | | | | 0 | | | $ - | |
| 200 | TASK 200 - PRE-ENGINEERING | | | | | | | 0 | | | $ - | |
| 201 | SUE (SUBCONSULTANT) | | | | | | | 0 | $ 31,700.00 | | $ 31,700.00 | |
| 202 | Geo Technical (SUBCONSULTANT) | | | | | | | 0 | $ 32,802.00 | | $ 32,802.00 | |
| | | | | | | | | 0 | | | $ - | |
| 300 | TASK 300 - ENGINEERING DESIGN | | | | | | | | | | | |
| 301 | PLAN PRODUCTION | | | | | | | | | | | |
| | Overall Sheets (Assume 4 Additional Sheets) | 20 | 40 | 80 | 60 | | | 200 | | | $ 31,200.00 | |
| | Plan and Profile Sheets (Assume 20 Additional sheets) @ 20 | 120 | 300 | 600 | 400 | | | 1420 | | | $ 221,000.00 | |
| | Connection Detail Sheets (Assume 6 Additional sheets) | 40 | 200 | 240 | 160 | | | 640 | | | $ 82,560.00 | |
| 302 | DESIGN REVIEWS (3 EACH) | 24 | 24 | 24 | | | | 72 | | $ 693.00 | $ 14,709.00 | |
| 303 | TECHNICAL SPECIFICATIONS & CONTRACT DOCUMENTS | | | | | | | | | | | |
| | Technical Specifications Preparation | 24 | 24 | 48 | | | 10 | 84 | | | $ 14,028.00 | |
| | ESCROW Contract Documents / Preparation | 10 | 50 | 100 | | | | 160 | | | $ 18,370.00 | |
| 304 | CONTRACTOR ESTIMATE OF CONSTRUCTION COST | 12 | 24 | 48 | | | | 84 | | | $ 14,028.00 | |
| 305 | QA/QC REVIEW | | | | | | | | | | | |
| | Internal QA/QC Review | 40 | 60 | 80 | | | | 180 | | | $ 26,100.00 | |
| | Client Design Meeting/Addr of Comments | 40 | 80 | 80 | | | | 200 | | $ 231.00 | $ 30,831.00 | |
| | Address Review Comments | 20 | 30 | 100 | | | | 80 | | | $ 10,369.00 | |
| | | | | | | | | 0 | | | $ - | |
| 400 | TASK 400 - BIDDING SERVICES | | | | | | | | | | | |
| 401 | PRE-BID MEETING & SITE VISIT | 12 | 12 | 12 | | | | 36 | | $ 231.00 | $ 4,319.00 | |
| 402 | RESPONSES TO BIDDERS QUESTIONS (ASSUME 8 ADDENDA) | 16 | 32 | 32 | | | | 72 | | | $ 12,038.00 | |
| 403 | BID OPENING ASSISTANCE | 12 | 12 | 12 | | | | 36 | | $ 231.00 | $ 4,319.00 | |
| 404 | REVIEW AND TABULATION OF BIDS | 4 | 8 | 16 | | | | 28 | | | $ 4,676.00 | |
| 405 | PREPARE RECOMMENDATION OF AWARD LETTER | 4 | 4 | | | | | 8 | | | $ 1,242.00 | |
| 406 | PREPARE CONFORMED CONSTRUCTION DOCUMENTS | 12 | 24 | 8 | | | | 44 | | $ 231.00 | $ 7,550.00 | |
| 407 | PASSING RECOMMENDATION OF AWARD TO COMMISSION | 12 | 12 | | | | | 24 | | $ 231.00 | $ 3,960.00 | |
| | | | | | | | | | | | | |
| 500 | TASK 500 - CONSTRUCTION ADMINISTRATION | | | | | | | | | | | |
| 501 | PRE-CONSTRUCTION CONFERENCE | 12 | 12 | | | | | 24 | | $ 231.00 | $ 4,319.00 | |
| 502 | SHOP DRAWING SUBMITTAL REVIEW (ASSUME 8 SUBMITTALS) | 12 | 24 | 24 | | | | 60 | | | $ 8,880.00 | |
| 503 | CONSTRUCTION PROGRESS MEETINGS (ASSUME BI-MONTHLY OF CONSTRUCTION) | 144 | 144 | 192 | | | | 480 | | $ 1,159.00 | $ 65,861.00 | |
| 504 | REVIEW OF RFI'S (ASSUME 24 RFI'S) | 12 | 24 | 32 | | | 32 | 100 | | | $ 11,936.00 | |
| 505 | REVIEW OF CHANGE ORDER PROPOSALS (ASSUME 6 PROPOSALS) | 16 | 24 | 24 | | | | 64 | | | $ 11,932.00 | |
| 506 | REVIEW OF PAY APPLICATIONS & SCHEDULE (ASSUME 18) | 12 | 24 | 24 | | | | 60 | | | $ 11,444.00 | |
| 507 | SITE VISITS (OTHER THAN ON SITE PROGRESS MEETINGS, 36 FA ONSITE) | 24 | 32 | 84 | | | | 140 | | $ 4,158.00 | $ 67,386.00 | |
| 508 | SUBSTANTIAL COMPLETION WALK-THROUGH | 16 | 16 | 16 | | | | 48 | | $ 462.00 | $ 9,870.00 | |
| 509 | FINAL COMPLETION WALK-THROUGH | 2 | 8 | 8 | | | | 18 | | $ 231.00 | $ 4,319.00 | |
| 510 | AS BUILT RECORD DRAWINGS | 2 | 8 | 42 | | | | 52 | | $ 231.00 | $ 9,355.00 | |
| | | | | | | | | | | | | |
| 600 | TASK 600 - CONSTRUCTION OBSERVATION | | | | | | | | | | | |
| 601 | ONSITE CONSTRUCTION OBSERVATION (FULL TIME ASSUME 18 MONTHS) | | | | | 144 | 2880 | 3024 | | $ 31,437.00 | $ 460,000.00 | |
| | | | | | | | | | | | | |
| | Total Manhours | 936 | 1108 | 1685 | 840 | 144 | 2880 | 7293 | $ 67,502.00 | $ 46,831.56 | | |
| | Subtotal All Tasks [Excl. GRI]: | | | | | | | | | | $ 1,304,366.56 | |
| | MMGRI @ 8.375% | | | | | | | | | | $ 109,409.10 | |
| | Total Incl. MMGRI | | | | | | | | | | $ 1,413,774.75 | |

WILSON &COMPANY
HIGHER RELATIONSHIPS

4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

October 29, 2024

Ms. Traci Alvarez
Assistant City Manager
505 Sims Street
Truth or Consequences, NM 87901

Re: System Redundancy and Hydraulic Enhancements, Design Services Proposal

Ms. Alvarez,

Thank you for reaching out to Wilson & Company, Inc., Engineers & Architects (Wilson & Company) for interest in professional engineering services for the design of the System Redundancy and Hydraulic Enhancements, Design Services for the City's the HUD funding, FY23 Community Project Funding, Grant Agreement No. B-23-CP-NM-1048 of $1,600,000.00. We have prepared the attached scope of service and fee proposal for your consideration. This scope of service includes engineering design services as requested.

If this proposal is acceptable, we will work with you to issue Task Order 3 to the existing 2024 On-Call contract that is in place.

Should you have any questions or require additional information on this proposal, please contact Mark Nasi directly, (505) 379-5406 or Mark.nasi@wilsonco.com.

Sincerely,

WILSON & COMPANY

Brian McBride, PE
Vice President, Water/Wastewater

WILSON & COMPANY

Mark A, Nasi, PE
Senior Water/Wastewater Project Manger

WILSON &COMPANY

# City of Truth or Consequences

***System Redundancy and Hydraulic Enhancements Environmental & Design Services***

***Scope and Fee Proposal***

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# City of Truth or Consequences

*System Redundancy and Hydraulic Enhancements Environmental & Design Services*

***Scope and Fee Proposal***

## INTRODUCTION

Per the funding agreement between the City and HUD dated March 2, 2024,The City of Truth or Consequences (T or C) CPF Grant Agreement No. B-23-CP-NM-1048 funding of $1.6 million will only cover a portion of the planning and design of the project. The current total project cost is estimated to be approximately $21,839,672. The City currently has a funding application in review with the New Mexico Finance Authority's Water Trust Board for an additional $16 million and has submitted a Notice of Intent to the New Mexico Finance Authority's Colonias Infrastructure Fund to complete the critical improvements.

The planning and design professional services have not begun, but City staff and department coordination has been conducted to identify the critical areas and lines requiring replacement. Although the HUD-NEPA environmental review has not been started, we anticipate no negative impact to the surrounding environment with all the work to be conducted within previously developed utility and roadway rights-of-way. Once the grant agreement has been executed, the City intends to utilize a consultant for the completion of the environmental review process and begin coordination with the Regional Environmental Officers to determine the level of environmental review necessary for the project. All CPF funds are expected to be fully expended within 18-months.

This proposal also provides a detailed table of the anticipated fees and preliminary milestone schedule for the consulting effort. This engineering proposal will be executed under the 2024 On-Call contract between the City of T o C and Wilson & Company, Inc., Engineers & Architects as Task Order #3.

## SCOPE OF SERVICES

### BACKGROUND

The project will involve the planning, design, environmental clearance, and permitting of water system improvements to replace failed, leaking, and deteriorated components within the City's existing water distribution system.

The project will construct approximately 37,300 linear feet of failed waterlines. The new waterlines will significantly reduce water loss, increase system resiliency, and improve water quality by eliminating sources of contamination during breaks.

The City of T or C's existing water system is composed of distribution network components dating back to the 1930s. Due to age, many of these components are beyond their useful life and are in poor condition. This has led to an exponential increase in waterline leaks and breaks. In 2022, the City responded to more than 400 waterline leaks/breaks resulting in a water loss in excess of 20 million gallons for the year. It was reported that in one day, 30 waterlines broke. As the system continues to fail, water in some parts of the city could be shut off for a week at a time, further disrupting the quality of life for nearly 6,000 residents. It also threatens operations at the city's five public schools, nursing home, regional hospital, and public businesses.

Improvements include the replacement of waterlines designated as "emergency" with new 6-inch, 8-inch, and 10-inch pipes with all accompanying appurtenances. Appurtenances include but are not limited to, isolation valves, hydrants, fittings, service lines, meters, vaults, and the restoration of surface improvements to match existing conditions. The CPF grant will be utilized to pay for approximately 70% of the professional services for the planning and design of the improvements.

**TASK 100 – PROJECT MANAGEMENT**

For this task Wilson & Company will provide all the project coordination with the City, which will include the following sub-tasks.

***Subtask 101 – Project Work Plan and Setup***

Wilson & Company will development a project management plan and schedule for distribution to team members as the guidance to complete this project. Along with the completion of the project set-up.

***Subtask 102 – Kick-off Meeting***

Wilson & Company Senior Project Manager will schedule and hold a project kick-off to discuss the engineering approach of the design, introduce team members, present the schedule, and contract requirements.

***Subtask 103 – Design Progress meetings***

Wilson & Company will hold sixteen (16) progress meetings monthly throughout the project and provide an updated Microsoft Project schedule detailing the tasks completed with tasks next to be completed, helping progress the projects in a clear and deliberate manner. Progress reports will provide the project team members with updates on task completion, anticipated tasks, and schedule updates.

***Subtask 104 – Project Administration***

Project Administration includes services of general correspondence, which are not limited to progress reports, project emails, schedule coordination, and other regular coordination specifically pertaining to the overall project.

**TASK 200 – PRE-ENGINEERING**

***Subtask 201 – Environmental Review Process***

This task is for the Environmental Review Process required by the funding agency and must be completed to the agency requirements. The HUD-NEPA environmental review has not been started, we anticipate no negative impact to the surrounding environment with all the work to be conducted within previously developed utility and roadway rights-of-way.

***Subtask 202 – Survey and Base Mapping***

This task is for survey and base mapping for the proposed sewer main alignments. The goal of this phase is to create a base map of the existing surface features and topography. Wilson & Company will conduct a field survey for the proposed improvements. The survey will be performed to establish project control and verify benchmarks. This scope item will include a field survey to collect existing surface topography and define pertinent surface features.

- Control Survey – Our approach on this project will be establishing a primary control network that will serve as the backbone of all surveying, mapping and right of way information. The intent is to build upon the geospatial information in each phase of the project (planning, preliminary design & final design) with maintaining consistent correct geo-referencing. Wilson & Company has recently established primary control points throughout T or C for a comprehensive mapping project. We will set additional control monuments to support this project. to be utilized for planning, design and construction phases utilizing GPS methods. Control will be referenced to NAD 83, NAVD 88 datums.

- Location Survey – The location survey will include the roadway corridors within the project limits defined in the PER. Mapping width will be approximately 65'. The location survey will include specific existing features:
  - Existing visible utilities
  - Existing utilities as identified by NM 811
  - Sanitary Sewer Manholes located identifying rim elevation, invert elevations, pipe diameters and directions
- Digital Aerial Photography & LiDAR –The aerial photography will be used to identify and digitize all 1" = 50' scale planimetric and DTM features. LiDAR will be used to supplement the photogrammetric DTM mapping, to develop the 1-foot contour surface for the terrain. Photogrammetric planimetric/DTM features, Lidar DTM surface and field collected location survey data will be integrated into a single comprehensive mapping product.
- Existing Right-of-Way Determination – Development of the existing right of way limits is a key component to this project. Wilson & Company will research Sierra County records to obtain existing right of way maps and any survey plats, maps, deeds, easements, or any documents that will help us determine the existing right-of-way of each roadway corridor. We will also research private parcels for any easements where the Sanitary Sewer line may cross. Our field crews will locate existing right-of-way monuments and property corners within the project areas to help us analyze the existing right of ways. An existing right-of-way base map will be developed depicting the existing extents.

***Subtask 203 – SUE (Subconsultant)***

This task is for Subsurface Utility Exploration (SUE) to identify, locate and verify existing utility within the project to avoid during design and construction as feasibly possible.

**TASK 300 – ENGINEERING DESIGN**

For this task Wilson & Company will develop one comprehensive design package for the proposed improvements. The deliverables will be 30%, 60%, and 90% complete design construction package for agency review. The final construction package will be completed by incorporation the funding agency and client comments. It will include the following subtasks:

***Subtask 301 – Plan Production***

Using the information completed by survey and SUE, under this subtask Wilson & Company will develop the design for the proposed improvements.

The 30% preliminary design will include recommended materials and identify potentially difficult installation areas. This task will also include the proposed methods of connection to existing facilities. The information developed in the preliminary design subtask will be summarized in a progress meeting for review and input by the client.

Under this subtask, Wilson & Company will develop 30% plans, which show the concept layout utility design in more detail than the PER. The plans will include a cover sheet with an index of sheets showing overall layout sheets, sewer main layouts, existing grade profiles, and existing utilities shown. The 30% plans intend to be a progress check to confirm that the design layout matches the intent of the progress as presented in the PER and per the expectations of the Pueblo. For the 30% design submittal, the construction cost estimate will be similar to the costs shown in the PER.

Wilson & Company will then develop a set of 60% design plans, advancing the design with detailed grading, profiles, and cross-sections for the sewer infrastructure, including but not limited to the inflowing and outflowing sewer main piping. We will incorporate standard details for the new gravity sewer and appurtenances to demonstrate the full scope of the design in the construction drawings. We will package standard contract documents and begin the process of conforming the standard documents to meet the needs of the project. Technical specifications will be identified in a table of contents for review to ensure that the specification packages cover all involved technical elements. At 60% design, we will provide more specific construction line items and respective costs based on the developing details of the design. All substantial comments and revisions will be completed at this phase. Any substantive changes after this phase may require a change order.

Wilson & Company will then develop a set of 90% design plans which include a refined design with all complete design elements. It will consist of plan sheets, a summary of quantities, plans, profiles, and with standard details and project specific. Contract documents will be conformed to the project and include final drafts of bid forms, advertisements for bids, and forms to achieve a complete construction contract.

Wilson & Company will compile the input on the 90% design received from the client, and pertinent utilities and modify the 90% design to develop the final construction plans. The final construction plans will be sealed by a Professional Engineer licensed to practice in New Mexico.

### *Subtask 302 – Design Site Visits*

For this subtask Wilson & Company will conduct three project site visits each consisting of two days. One pre-survey with the client to verify the proposed waterline alignment. Second, once survey data is gathered, Wilson & Company will conduct a site walk-down of proposed alignments to identify possible conflicts with exist structure and utilities. Third, will be to review the 60% design with the client in the field to verify there are not conflicts and the final acceptance of the alignment.

### *Subtask 303 – Technical Specifications*

This subtask involves preparation of construction project manual, including the Front-End documents in EJCDC format to meet the construction funding agency requirements and Supplemental Technical Specifications for all project-specific equipment, instrumentation, and other construction elements not otherwise covered in standard technical specifications. The final construction documents will be reviewed by the city funding agency, then sealed by a Wilson & Company New Mexico Licensed Engineer.

### *Subtask 304 – Engineers Cost Estimate*

Wilson & Company will prepare an Engineers Construction Cost Estimate at the final submittal milestone.

### *Subtask 305 – QA/QC Review*

Wilson & Company will conduct Quality Assurance and Quality Control (QA/QC) reviews of all milestone submittal documents through the course of design. The QA/QC reviews are intended to verify that the design is consistent with the concept presented in the Preliminary Engineering Report (PER), back check that information portrayed in the drawings and technical specifications is consistent across documents and matches the basis of design memos, calculations, and design criteria, and Client, regulatory authority, and internal comments have been documented and addressed prior to subsequent submittals.

**SCOPE-LIMITING ASSUMPTIONS**

The scope of services detailed above is based on the following assumptions:

- Any items not specifically included within the scope of this proposal are excluded.
- The design will be based on the items listed and will not include additional facilities or services.
- All substantive comments are to be submitted and agreed upon at the 60% design submittal. Any others after that point may require a change order.
- The drawings will be designed on 22x34-inch format as the full-size prints, with minimum font size and depiction standards for clear readability.
- Reproduction costs for plans, exhibits, reports, etc., if any, will be billed as a reimbursable expense allowance on a Time and Material basis.

## PRELIMINARY PROJECT MILESTONE SCHEDULE

For this project, the following milestone schedule is proposed:

| | |
|---|---|
| Notice-to-Proceed: | November 28, 2024 |
| Kickoff Meeting | December 10, 2024 |
| Pre-Engineering | February 28, 2025 |
| 90% Submittal | March 13, 2026 |
| Regulatory Review | March 13, 2026 |
| 100% Submittal | May 10, 2026 |

## FEE PROPOSAL

Wilson & Company proposes to complete the services describe above for a Lump Sum contract amount of **$1,486,643.44 excluding NMGRT, $1,600,000.00 after NMGRT is applied**. The fee estimate table below is provided for informational purposes only and is not intended to set budget limits for individual tasks or hour budgets for specific personnel on the project. However, the rates shown will be the rate allocated to each individual on the project in accordance with the rate category.

| Staff | Classification | TASK 100 - PROJECT MANAGEMENT hrs | TASK 200 - PRE-ENGINEERING hrs | TASK 300 - ENGINEERING DESIGN hrs | |
|---|---|---|---|---|---|
| Sr. Engineer (PL) | P6 | 25 | 0 | 46 | 71 |
| Sr. Proj. Manager | P5 | 189 | 0 | 710 | 899 |
| Licensed Engineer | P4 | 105 | 0 | 1,848 | 1,953 |
| Unlicensed Engineer III | P3 | 84 | 0 | 48 | 132 |
| Unlicensed Engineer II | P2 | 45 | 0 | 3,043 | 3,088 |
| CADD Manager | OD5 | 2 | 200 | 1,284 | 1,486 |
| Chief Surveyor | FS5 | 9 | 500 | 0 | 509 |
| Party Chief | FC4 | 0 | 700 | 0 | 700 |
| Rodman | FS2 | 0 | 700 | 0 | 700 |
| **Total Hours by Task:** | | **459** | **2,100** | **6,979** | **9,538** |
| | | | | | |
| **Expenses:** | | $ 663.30 | $ 81,900.00 | $ 2,063.76 | $ 84,627.06 |
| | | | | | |
| **Task Sub-Total (excl. NMGRT):** | | **$ 88,838.91** | **$ 295,000.00** | **$ 1,102,804.54** | **$ 1,486,643.44** |
| NMGRT | | | | | $ 113,356.56 |
| **Total incl. NMGRT:** | | | | | $ 1,600,000.00 |

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# FY 2023 COMMUNITY PROJECT FUNDING
# GRANT AGREEMENT NO. B-23-CP-NM-1048

**Grantee Name:** City of Truth or Consequences
**Grantee Address:** 505 Sims St., Truth or Consequences, NM, 87901
**Grantee's Unique Entity Identifier (UEI):** YRPKBBHU1EJ8
**Grantee's Employer Identification Number (EIN):** 85-6000144
**Federal Award Identification Number (FAIN):** B-23-CP-NM-1048
**Assistance Listing Number and Name:** 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
**Period of Performance/Budget Period Start Date:** Date of grant obligation
**Period of Performance/Budget Period End Date:** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Truth or Consequences (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

## ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

## ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of $1,600,000 available to the Grantee.

## ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this

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Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's

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indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

**ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and

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administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than $500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts,

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grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

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N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

**ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

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E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

**ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

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D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

**ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.

2. A Grant Closeout Agreement.

3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of

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the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

**ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

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## ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

City of Truth or Consequences
(Name of Organization)

BY: _____
(Signature of Authorized Official)

Angie Gonzales - City Manager
(Typed Name and Title of Authorized Official)

2-28-2024
(Date)

DocuSigned by:
Nadab Bynum
Signer Name: Nadab Bynum
Signing Reason: I approve this document
Signing Time: 3/2/2024 | 7:14:29 PM PST
E2D3812AD32C4634A8790679ECE59BEE

**HUD**

BY: _____
Nadab Bynum,
Acting Deputy Assistant Secretary for Economic Development

_____
(Date)

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## APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

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## APPENDIX 2 – Approved Budget

The approved narrative has been appended to the end of the grant agreement.

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## APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

☒ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.

☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

| Agency/Dept./Major Function | Indirect cost rate | Direct Cost Base |
|---|---|---|
| _____ | _____% | _____ |
| _____ | _____% | _____ |

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

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**APPENDIX 4 –**
**Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*
If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

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(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

*3. Reporting Procedures*
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

*4. Reporting Frequency*
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

*5. Definitions*
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

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**APPENDIX 5 – Specific Award Conditions**
NONE.

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**APPENDIX 6 – Conflict of Interest Requirements**

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

*a.* A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

*b.* An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

*a.* Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

*b.* Whether an opportunity was provided for open competitive bidding or negotiation;

*c.* Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

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will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

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**APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*
We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

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i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1."Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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# Project Narrative

**Project Name:** City of Truth or Consequences System Redundancy and Hydraulic Enhancements

**Project Purpose:** The replacement of failed and deteriorated water system components throughout the City of Truth or Consequences (T or C) city wide to provide a safe and reliable source of drinking water to residents.

**Project Scope:** The project will involve the planning, design, environmental clearance, permitting, letting, and construction of water system improvements to replace failed, leaking, and deteriorated components within the City's existing water distribution system. The project will construct approximately 37,300 linear feet of failed waterlines. The new waterlines will significantly reduce water loss, increase system resiliency, and improve water quality by eliminating sources of contamination during breaks.

The City of T or C's existing water system is composed of distribution network components dating back to the 1930s. Due to age, many of these components are beyond their useful life and are in poor condition. This has led to an exponential increase in waterline leaks and breaks. In 2022, the City responded to more than 400 waterline leaks/breaks resulting in a water loss in excess of 20 million gallons for the year. It was reported that in one day, 30 waterlines broke. As the system continues to fail, water in some parts of the city could be shut off for a week at a time, further disrupting the quality of life for nearly 6,000 residents. It also threatens operations at the city's five public schools, nursing home, regional hospital, and public businesses.

Improvements include the replacement of waterlines designated as "emergency" with new 6-inch, 8-inch, and 10-inch pipes with all accompanying appurtenances. Appurtenances include but are not limited to, isolation valves, hydrants, fittings, service lines, meters, vaults, and the restoration of surface improvements to match existing conditions. The CPF grant will be utilized to pay for professional services for the planning and design of the improvements.

The CPF funding will only cover a portion of the planning and design of the project. The current total project cost is estimated to be approximately $21,839,672. The City currently has a funding application in review with the New Mexico Finance Authority's Water Trust Board for an additional $16M and has submitted a Notice of Intent to the New Mexico Finance Authority's Colonias Infrastructure Fund to complete the critical improvements.

The planning and design professional services have not begun, but City staff and department coordination has been conducted to identify the critical areas and lines requiring replacement. Although the HUD-NEPA environmental review has not been started, we anticipate no negative impact to the surrounding environment with all the work to be conducted within previously developed utility and roadway rights-of-way. Once the grant agreement has been executed, the City intends to utilize a consultant for the completion of the environmental review process and begin coordination with the Regional Environmental Officers to determine the level of environmental review necessary for the project. All CPF funds are expected to be fully expended within one year.

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# SYSTEM REDUNDANCY AND HYDRAULIC ENHANCEMENTS
# CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

## LINE ITEM BUDGET

| | Total | CPF Funding | Non-CPF (TBD) Funding |
|---|---|---|---|
| *Project Funding* | | | |
| HUD Funding B-23-CP-NM-1048 | $ 1,600,000.00 | $ 1,600,000.00 | |
| TBD Funding | $ 20,239,671.77 | | $ 20,239,671.77 |
| **Total Project Funding** | **$ 21,839,671.77** | **$ 1,600,000.00** | **$ 20,239,671.77** |
| *Pre-Development - Engineering Services* | | | |
| Environmental Review Process | $ 15,000.00 | $ 15,000.00 | $ - |
| Field Survey Data Collection | $ 347,502.00 | $ 280,000.00 | $ 67,502.00 |
| Design Plan Set Preparation | $ 1,737,508.00 | $ 1,191,643.44 | $ 545,864.56 |
| Engineering NMGRT | $ 160,125.76 | $ 113,356.56 | $ 46,769.20 |
| **Total Engineering** | **$ 2,260,135.76** | **$ 1,600,000.00** | **$ 660,135.76** |
| *Development - Construction by Contractor* | | | |
| Construction | $ 15,108,766.76 | | $ 15,108,766.76 |
| Contingency | $ 2,266,315.00 | | $ 2,266,315.00 |
| Construction NMGRT | $ 1,455,163.00 | | $ 1,455,163.00 |
| **Development Total** | **$ 18,830,244.76** | **$ -** | **$ 18,830,244.76** |
| *Development - Engineering Services* | | | |
| Bidding Phase - Letting | $ 33,000.00 | | $ 33,000.00 |
| Construction Administration | $ 200,000.00 | | $ 200,000.00 |
| Full Time Construction Observation | $ 460,000.00 | | $ 460,000.00 |
| Engineering NMGRT | $ 56,291.25 | | $ 56,291.25 |
| **Engineering Total** | **$ 749,291.25** | **$ -** | **$ 749,291.25** |

| | | | |
|---|---|---|---|
| Total Project Cost | $ 21,839,671.77 | $ 1,600,000.00 | $ 20,239,671.77 |
| ***Funding Remaining/Shortfall*** | $ 0.00 | $ - | $ 0.00 |

**$16,000,000**

# WATER PROJECT FUND
# LOAN/GRANT AGREEMENT

**dated**

**February 7, 2025**

**by and between the**

**NEW MEXICO FINANCE AUTHORITY**
**as Lender/Grantor,**

**and**

**CITY OF TRUTH OR CONSEQUENCES,**
**SIERRA COUNTY, NEW MEXICO,**
**as Borrower/Grantee.**

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**WATER PROJECT FUND**
**LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated February 7, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF TRUTH OR CONSEQUENCES** in SIERRA COUNTY, NEW MEXICO (the "Borrower/Grantee").

**W I T N E S S E T H:**

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Local Option Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978; and

WHEREAS, the Borrower/Grantee has by the Tax Ordinance imposed what was known as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which provides for the Pledged Revenues; and

WHEREAS, the Municipal Infrastructure Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Local Option Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%), which is pledged to the Loan;

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and



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WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $1,600,000 from the Lender/Grantor and to accept a grant in the amount of $14,400,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 13, 2023, and January 10, 2024, for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 30, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project will be approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

## ARTICLE I
## DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement



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including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $1,600,000.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 13, 2023 and the New Mexico Water Trust Board Readiness Application dated January 10, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.



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"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $14,400,000.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.



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

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $1,600,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $16,000,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Ordinance" means the Borrower/Grantee's Ordinance No. 770, adopted by the Governing Body on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 duly adopted and approved by the Governing Body on January 22, 2025, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.



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"Pledged Revenues" means the one-eighth of one percent (0.125%) increment of what was known as the Municipal Infrastructure Gross Receipts Tax imposed on gross receipts of all persons engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments and Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet, which tax is enforceable under Section 7-19D-9, NMSA 1978, as amended.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"Tax Ordinance" means Borrower/Grantee's Ordinance No. 389 passed and approved by the Borrower/Grantee pursuant to Section 7-19D-9, NMSA 1978, as amended by Ordinance No. 472, on March 26, 1992, which imposes a one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective July 1, 1992. Pursuant to Laws 2019, Chapter 274, § 16, the Municipal Infrastructure Gross Receipts Tax imposed by Ordinance No. 389 is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Local Option Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%) of which is pledged to the Loan.



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"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

## ARTICLE II
## REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant



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Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.



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(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted; Pledged Tax Revenues Covenants. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated expenses of the Borrower/Grantee. Pursuant to NMSA 1978, § 7-1-6.4, as amended, and NMSA 1978, § 7-1-6.15, as amended, the State collects gross receipts taxes from business locations within the Borrower/Grantee, on land owned by the State within the exterior boundaries of the Borrower/Grantee, and outside the exterior boundaries of the Borrower/Grantee on land owned by the Borrower/Grantee, and distributes each month to the Borrower/Grantee the revenues of the Tax Ordinance which distributions the Borrower/Grantee pledges and covenants for the performance of its obligations under this Agreement.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts,



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and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(s) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(t) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being designed, constructed, located, completed or extended, and if any portion of the Project will be conducted and completed on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(u) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.



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(v) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(w) Reserved.

(x) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the Project.

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the Project.

(z) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

(bb) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

## ARTICLE III
## AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.



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## ARTICLE IV
## LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being designed, constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA or on behalf of the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the



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amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

## ARTICLE V
## LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA



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determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

## ARTICLE VI
## LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount.



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The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.



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Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

## ARTICLE VII
## THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in



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accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on March 31, 2025, and



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subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law;

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

## ARTICLE VIII
## COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the



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Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.



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Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

## ARTICLE IX
## INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.



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## ARTICLE X
## EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.



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(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it



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shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

## ARTICLE XI
## MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Truth or Consequences
Attn.: City Manager
405 W. 3rd Street
Truth or Consequences, New Mexico 87901

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 West San Mateo Road
Santa Fe, New Mexico 87505



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The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.



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Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]



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IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 23, 2024, and by the NMFA's Board of Directors on May 30, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By Marquita R Russel
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE NEW MEXICO FINANCE AUTHORITY:

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By Suzanne Wood Bruckner
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE NEW MEXICO FINANCE AUTHORITY:

By Susan G. Pittard
Susan G. Pittard, Associate Counsel



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BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor

SEAL
1950
ATTEST

By _____
Angela Torres, City Clerk



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**EXHIBIT "A"**

TERM SHEET

**$16,000,000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**

| | |
|---|---|
| Project Description: | The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of design and construction of waterline replacement, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control. |
| Grant Amount: | $14,400,000 |
| Loan Amount: | $1,600,000 |
| Pledged Revenues: | Revenues received by the Borrower/Grantee under the Tax Ordinance, being revenues of a one-eighth of one percent (0.125%) of the Municipal Infrastructure Gross Receipts Tax, imposed by the Borrower/Grantee's Tax Ordinance No. 389, as amended by Ordinance No. 472, on March 26, 1992, which taxes are enforceable under NMSA 1978 § 7-19D-9, as amended. |
| Outstanding Senior Obligations for Pledged Revenues: | None |
| Outstanding Parity Obligations: | NMFA Loan No. CIF-6441; NMFA Loan No. CIF-6442 |
| Authorizing Legislation: | Borrower/Grantee Ordinance No. 770, adopted December 18, 2024, as supplemented and corrected by Resolution 28 24-25 adopted January 22, 2025 |
| Additional Funding Amount: | $1,600,000 |
| Closing Date: | February 7, 2025 |



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| | |
|---|---|
| Project Account Amount: | $16,000,000 |
| Expense Account Deposit: | $0.00 |
| Administrative Fee: | 0.25% |

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement. Approval of plans and specification by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for disbursement of construction funds and all Conditions defined in the Agreement.



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## EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.



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# BOND DEBT SERVICE

## City of Truth or Consequences
## Waterline Replacement (WPF-6323)

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|---|
| 06/01/2025 | | | 1,266.67 | 1,266.67 | 1,266.67 |
| 12/01/2025 | | | 2,000.00 | 2,000.00 | |
| 06/01/2026 | | | 2,000.00 | 2,000.00 | 4,000.00 |
| 12/01/2026 | | | 2,000.00 | 2,000.00 | |
| 06/01/2027 | 78,116 | 0.250% | 2,000.00 | 80,116.00 | 82,116.00 |
| 12/01/2027 | | | 1,902.36 | 1,902.36 | |
| 06/01/2028 | 78,312 | 0.250% | 1,902.36 | 80,214.36 | 82,116.72 |
| 12/01/2028 | | | 1,804.47 | 1,804.47 | |
| 06/01/2029 | 78,508 | 0.250% | 1,804.47 | 80,312.47 | 82,116.94 |
| 12/01/2029 | | | 1,706.33 | 1,706.33 | |
| 06/01/2030 | 78,704 | 0.250% | 1,706.33 | 80,410.33 | 82,116.66 |
| 12/01/2030 | | | 1,607.95 | 1,607.95 | |
| 06/01/2031 | 78,901 | 0.250% | 1,607.95 | 80,508.95 | 82,116.90 |
| 12/01/2031 | | | 1,509.32 | 1,509.32 | |
| 06/01/2032 | 79,098 | 0.250% | 1,509.32 | 80,607.32 | 82,116.64 |
| 12/01/2032 | | | 1,410.45 | 1,410.45 | |
| 06/01/2033 | 79,296 | 0.250% | 1,410.45 | 80,706.45 | 82,116.90 |
| 12/01/2033 | | | 1,311.33 | 1,311.33 | |
| 06/01/2034 | 79,494 | 0.250% | 1,311.33 | 80,805.33 | 82,116.66 |
| 12/01/2034 | | | 1,211.96 | 1,211.96 | |
| 06/01/2035 | 79,693 | 0.250% | 1,211.96 | 80,904.96 | 82,116.92 |
| 12/01/2035 | | | 1,112.35 | 1,112.35 | |
| 06/01/2036 | 79,892 | 0.250% | 1,112.35 | 81,004.35 | 82,116.70 |
| 12/01/2036 | | | 1,012.48 | 1,012.48 | |
| 06/01/2037 | 80,092 | 0.250% | 1,012.48 | 81,104.48 | 82,116.96 |
| 12/01/2037 | | | 912.37 | 912.37 | |
| 06/01/2038 | 80,292 | 0.250% | 912.37 | 81,204.37 | 82,116.74 |
| 12/01/2038 | | | 812.00 | 812.00 | |
| 06/01/2039 | 80,492 | 0.250% | 812.00 | 81,304.00 | 82,116.00 |
| 12/01/2039 | | | 711.39 | 711.39 | |
| 06/01/2040 | 80,694 | 0.250% | 711.39 | 81,405.39 | 82,116.78 |
| 12/01/2040 | | | 610.52 | 610.52 | |
| 06/01/2041 | 80,895 | 0.250% | 610.52 | 81,505.52 | 82,116.04 |
| 12/01/2041 | | | 509.40 | 509.40 | |
| 06/01/2042 | 81,098 | 0.250% | 509.40 | 81,607.40 | 82,116.80 |
| 12/01/2042 | | | 408.03 | 408.03 | |
| 06/01/2043 | 81,300 | 0.250% | 408.03 | 81,708.03 | 82,116.06 |
| 12/01/2043 | | | 306.40 | 306.40 | |
| 06/01/2044 | 81,504 | 0.250% | 306.40 | 81,810.40 | 82,116.80 |
| 12/01/2044 | | | 204.52 | 204.52 | |
| 06/01/2045 | 81,707 | 0.250% | 204.52 | 81,911.52 | 82,116.04 |
| 12/01/2045 | | | 102.39 | 102.39 | |
| 06/01/2046 | 81,912 | 0.250% | 102.39 | 82,014.39 | 82,116.78 |
| | 1,600,000 | | 47,598.71 | 1,647,598.71 | 1,647,598.71 |

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**EXHIBIT "C"**

**FORM OF REQUISITION**
**(Water Project Fund)**

RE: $16,000,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6323 Closing Date: February 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

## I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

## II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____



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## III. WIRING INFORMATION:

| | |
|---|---|
| BANK NAME: | |
| ABA ROUTING NUMBER: | |
| ACCOUNT NUMBER: | |

## IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

*Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.*

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $_____

## V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

**DATE:** _____

_____

**AUTHORIZED OFFICER**
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____



Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

# EXHIBIT "D"

## WATER PROJECT FUND STATUS REPORT
## PREPARED FOR THE
## NEW MEXICO FINANCE AUTHORITY

| | |
|---|---|
| **Fund Recipient:**<br><br>**Contact Name:**<br>**Title:**<br>**Email Address:** | **Project Number**: WPF-6323<br>**Project Name**: T or C Waterline Replacement<br>**Project Type**: Design and Construction |

**Reporting Period: From** _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

**WPF Funding Expiration**: _____

**Total WPF Award**: $_____ **Current Balance**: $_____

Loan 10% Grant 90% Match $1,600,000

**Expected WPF Award Expenditure Next Quarter**: $_____

**Local Match Expenditure: To Date** $_____ **Next Quarter** $_____

**Project Phase:** ☐Planning ☐ Design ☐ Construction

**PROJECT COMPLETION: Original Date** _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

**Briefly Describe Project Progress During This Reporting Period:**

**Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:**

**Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:**

**Authorized Officer PRINT NAME:**_____

**PRINT TITLE:**_____

| | |
|---|---|
| **SIGNATURE:** | **Date:** |

***All fields must be completed.***



Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

## EXHIBIT "E"

## FORM OF CERTIFICATE OF COMPLETION

RE: $16,000,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6323 Closing Date: February 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By_____

Its_____



Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

## EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024

2. Ordinance No. 770 adopted on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 adopted on January 22, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Sierra County Sentinel*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right of Way Certificate of the Borrower/Grantee

7. Final Opinion of Counsel for the Borrower/Grantee

8. Approving Opinion of Sutin Thayer & Browne APC, Loan/Grant Counsel to the NMFA

9. NMFA Application and Project Approval (informational only)



Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

Dropbox Sign

# Audit trail

| | |
|---|---|
| **Title** | FOR SIGNATURE -- City of Truth or Consequences, WPF-6323,... |
| **File name** | City_of_Truth_or_...ant_Agreement.pdf |
| **Document ID** | 5a049f3ece364641107bd8c317e22c272908b291 |
| **Audit trail date format** | MM / DD / YYYY |
| **Status** | Signed |

## Document History

| | | |
|---|---|---|
| SENT | **01 / 28 / 2025** 17:01:01 UTC | Sent for signature to Suzanne Wood Bruckner (swb@sutinfirm.com) from sutin4nmfa@nmfa.net IP: 140.82.177.82 |
| VIEWED | **01 / 28 / 2025** 17:02:46 UTC | Viewed by Suzanne Wood Bruckner (swb@sutinfirm.com) IP: 64.251.219.66 |
| SIGNED | **01 / 28 / 2025** 17:02:58 UTC | Signed by Suzanne Wood Bruckner (swb@sutinfirm.com) IP: 64.251.219.66 |
| COMPLETED | **01 / 28 / 2025** 17:02:58 UTC | The document has been completed. |

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE**: February 11, 2026

*Agenda Item #: G.3*

**SUBJECT:** Discussion/Update: Capital Project List
**DEPARTMENT:** Community Development
**DATE SUBMITTED:** February 5, 2026
**SUBMITTED BY:** Traci Alvarez
**WHO WILL PRESENT THE ITEM: Traci Alvarez**

***Summary/Background:***
Update the City Commission on current, past and future funding

***Recommendation:***
None – Update only

***Attachments:***

- Capital Project List
-

-

***Fiscal Impact (Finance):*** Choose an item.

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

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval*:** ☐ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC agendas 2-11-26

**City of Truth or Consequences Project Status**
**Report**
**2/5/2026**

| | | | | | CURRENT FUNDED PROJECTS | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **DEPT** | **Grant Number** | **Award Date** | **Expiration Date** | **Funding Source** | **Project I.D.** | **Grant Amount** | **Match Req.** | **Loan** | **Total** | **AIPP ALLOCATION** | **Status** |
| Airport | TCS-26-01 | 9/29/2025 | 9/29/2027 | NMDOT Aviation Division | Airfield Maintenance and Consumable Items | $ 20,000.00 | $ 2,000.00 | $ - | **$ 22,000.00** | $ - | Grant Agreement received - expenditures in progress |
| Animal Shelter | 23-H3214 | 10/2/2023 | 6/30/2027 | 2023 Capital Outlay | Animal Shelter Kennel Building | $ 445,000.00 | $ - | $ - | **$ 445,000.00** | $ 4,500.00 | Procurement of Site Plan in progress |
| Animal Shelter | | 3/12/2025 | 9/30/2026 | Best Friends Animal Society | Medical Treatment Funds for Shelter Animals | $ 12,500.00 | | | **$ 12,500.00** | $ - | Funds currently in use for shelter animals |
| Animal Shelter | 25- J3166 | 9/10/2025 | 6/30/2029 | 2024 Capital Outlay | Animal Shelter Kennel Building | $ 495,000.00 | $ - | $ - | **$ 495,000.00** | $ 5,000.00 | Procurement of Site Plan in progress |
| Animal Shelter | | 9/12/2025 | 10/21/2026 | Board of Vet Medicine of NM | Spay/Neuter Program | $ 40,000.00 | | | **$ 40,000.00** | $ - | Spay/Neuter Program in process as of January 2026 |
| Animal Shelter | | 1/21/2026 | 1/21/2027 | Best Friends DATA Grant | Various Shelter Needs | $ 5,000.00 | | | **$ 5,000.00** | $ - | Preparing Grant agreement for Commission Signature |
| Electric | HW2C0245014 | 9/9/2025 | 6/30/2028 | NMDOT Capital Appropriation | Electric Car Charging Station | $ 641,341.00 | $ - | $ - | **$ 641,341.00** | $ - | Waiting on Contractor to submit a schedule of valules per engineer/need to schedule a pre-con meeting |
| Parks | 22-G2034 | 12/20/2022 | 6/30/2026 | Capital Appropriation | Ralph Edwards Park Improvements | $ 213,000.00 | $ - | $ - | **$ 213,000.00** | $ - | Bathroom Remodel Completed/Gazebo Completed/Skate Park In construction |
| Parks | 22-ZG1023-7 | 12/20/2022 | 6/30/2026 | NM Reg. Rec Centers/Quality of Life | Ralph Edwards Park Improvements | $ 449,019.00 | $ - | $ - | **$ 449,019.00** | $ - | Playground and Exercise Equip completed/Skate Park In construction |
| Parks | Coronovirus State/Local Fiscal Recovery Funds | 1/23/2024 | 6/30/2024 | NMEDD Outdoor Recreation Grant | Improvements at Ralph Edwards Park | $ 322,874.04 | $ 162,640.46 | $ - | **$ 485,514.50** | $ - | Ralph Edwards Shade Structures Completed/Boat ramp in construction |
| Parks | 26-418-6002-00051-00 | 6/27/2025 | 6/30/2026 | NMTD - Clean &Beautiful | Bottle Refill Stations/Picnic Tables/Litter Cleanup | $16,452.00 | | | **$ 16,452.00** | $ - | Picnic tables and bottle refill stations need installed in parks and first litter clean-up event is scheduled for 1-24-26. |
| Planning | 22-C-NR-I-06-G-103 | 12/20/2023 | 12/20/2025 | FY23 CDBG Planning Grant | Comprehensive Plan | $ 50,000.00 | $ 5,000.00 | $ - | **$ 55,000.00** | $ - | Waiting on Draft Plan from Wilson to submit for committee review |
| Police Dept | 25-J3167 | 9/11/2025 | 6/30/2029 | 2025 Capital Outlay | Police Dept. Renovation | $ 356,400.00 | | | **$ 356,400.00** | $ 3,600.00 | In final design |
| Streets | WPF-6621 | 6/5/2025 | PENDING | NMFA Water Trust Board 2025 | Cantrell Dam Construction | $ 8,090,000.00 | $ 809,000.00 | $ 809,000.00 | **$ 9,708,000.00** | $ - | Procurement of Eng in process for Bid/Construction oversight |
| Streets | HW2L100652 | 7/18/2025 | 6/30/2027 | NMDOT MAP | Roadway reconstruction at 2nd St./Persing between Date and Main | $ 172,333.00 | $ 57,444.00 | $ - | **$ 229,777.00** | $ - | Working on no impact certification utility letters, working with SCCOG for project implementation |
| Streets | HW2L100633 | 7/21/2025 | 12/31/2026 | NMDOT LGRF | Roadway reconstruction 2nd St. from Date to Ash | $ 64,842.00 | $ 21,614.00 | $ - | **$ 86,456.00** | $ - | Working on final no impact certification letters, working with SCCOG for project implementation |
| Streets | CN 1102370 | 10/27/2025 | 6/30/2027 | NMDOT TAP 1102370 | Smith St. Sidewalk Construction | $ 474,992.00 | $ 80,945.00 | $ - | **$ 555,937.00** | $ - | Working with SCCOG for project implementation and grant agreement execution |
| Streets | SS4A-FY25_P-678 | 12/23/2025 | PENDING | USDOT - FY25 SS4A | 2 Roadway Safety Audits - (Date/9th & Date/Marie) & City Wide Road Sign Inventory | $ 440,000.00 | $ 110,000.00 | $ - | **$ 550,000.00** | $ - | Received email of Award info 12/23/2025 - Waiting on Grant Agreement documents |
| Wastewater | CWSRLF 098 | 7/12/2019 | 11/4/2027 | NMED CWSRLF | Vacuum Sewer Rehabilitation | $ 100,000.00 | $ - | $ 373,000.00 | **$ 473,000.00** | $ - | DAR Approved by NMED - Working thru RFP Process - Grant amended 4x for extension of expiration |
| Wastewater | CIF-6442 | 12/29/2024 | 12/30/2026 | NMFA Colonias 2024 | Headworks Improvements | $ 274,860.00 | $ 30,540.00 | $ 30,540.00 | **$ 335,940.00** | $ - | Review of on call task order proposal in process |
| Wastewater | SAP 25-J2460-GF | 10/22/2025 | 6/30/2029 | 2025 Capital Outlay | WW Treatment Plant Improvements | $ 990,000.00 | $ - | | **$ 990,000.00** | $ 10,000.00 | Review of on call task order proposal in process |
| Wastewater | CIF-6738 | 10/24/2025 | 10/24/2027 | NMFA Colonias 2025 | WW Collection System PER | $ 171,900.00 | $ 19,100.00 | $ 19,100.00 | **$ 210,100.00** | $ - | RFP for services required |
| Water | WSPI-1 Project | 8/24/2021 | | USDA-RD WEP - WSPI-1 Project | Replace Transmission Line Cook to Morgan Booster and replace various Water lines | $ 2,720,000.00 | $ - | $ 4,811,000.00 | **$ 7,531,000.00** | $ - | In bid advertisement process |
| Water | 22-C-NR-I-01-G-01 | 5/1/2023 | 5/1/2025 | CDBG | Water Meter Replacement | $ 750,000.00 | $ 75,000.00 | $ - | **$ 825,000.00** | $ - | In bid advertisement process |
| Water | B-24-CP-NM-1489 | 5/3/2024 | TBD | Department of Housing and Urban Development - Senator Heinrich | Water System Improvements | $ 4,300,000.00 | $ - | $ - | **$ 4,300,000.00** | $ - | Waiting on Final Grant Agreement Documents from HUD |
| Water - Shovel Ready Project | CIF-6441 | 6/27/2024 | TBD | NMFA Colonias 2024 | Waterline Replacement Project | $ 3,960,000.00 | $ 440,000.00 | $ 440,000.00 | **$ 4,840,000.00** | $ - | Project in Construction |
| Water - Shovel Ready Project | SAP 24-I2460-GF | 8/16/2024 | 6/30/2028 | 2024 Capital Outlay | Shortfall Shovel Ready projects Priorty 1-3 | $ 4,400,000.00 | $ - | $ - | **$ 4,400,000.00** | $ - | Project in Construction |
| Water - WSPI-2 Project | WSPI-2 Project | 7/30/2024 | | USDA-RD WEP - WSPI-2 Project | Replace approximately 14,000 LF of critical waterlines | $ 7,227,000.01 | $ - | $ 2,673,000.00 | **$ 9,900,000.01** | $ - | Finalizing Bridge Loan - Ready to Bid |
| Water Critical Line Project | B-23-CP-NM-1048 | 3/5/2024 | 8/21/2031 | Department of Housing and Urban Development - Senator Heinrich | Plan & Design Water System Improvements, high pressures issues, Water Meters replacements, and New Water Well | $ 1,600,000.00 | $ - | $ - | **$ 1,600,000.00** | $ - | Design 60% complete |
| Water Critical Line Project | WPF 6323 | 6/4/2024 | TBD | NMFA WTB | Waterline Replacement Project | $ 14,400,000.00 | $ 1,600,000.00 | $ 1,600,000.00 | **$ 17,600,000.00** | $ - | Design 60% complete |
| Water Line Improvements | TBD | | | Senator Heinrich | Water System Improvements | $ 1,075,000.00 | $ - | $ - | **$ 1,075,000.00** | $ - | Email received 1-20-2026 FY26 Congressionally Directed Spending was signed into law - waiting on further correspondence |
| | | | | | **CURRENT FUNDED PROJECT TOTALS** | **$ 54,277,513.05** | **$ 3,413,283.46** | **$ 10,755,640.00** | **$ 68,446,436.51** | **$ 23,100.00** | |

**RECENTLY COMPLETED PROJECTS**

| DEPT | Grant Number | Award Date | Expiration Date | Funding Source | Project I.D. | Grant Amount | Match Req. | Loan | Total | | Status |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Airport | TCS-SWG-3-35-0042-028-2024 | 9/11/2024 | 9/11/2028 | FAA (Non-Primary Entitlements (NPE)) | Rehabilitate Terminal Apron | $ 1,128,883.00 | $ 112,888.00 | $ - | **$ 1,241,771.00** | | Project Completed |
| Airport | TCS-SWG-3-35-0042-027-2024 | 9/11/2024 | 9/11/2028 | FAA (BIL/AIG) | Rehabilitate Terminal Apron | $ 336,000.00 | $ 33,600.00 | $ - | **$ 369,600.00** | | Project Completed |
| Airport | TCS-25-01 | 9/16/2024 | 9/16/2026 | NMDOT Aviation (Match for NPE) | Rehabilitate Terminal Apron | $ 146,488.00 | $ 24,079.00 | $ - | **$ 170,567.00** | | Project Completed |
| Airport | TCS-22-01 | 6/1/2022 | 6/30/2025 | NMDOT Aviation Division | Fuel Farm Upgrades and Airfield Safety | $ 1,000,000.00 | $ - | $ - | **$ 1,000,000.00** | | Project Completed |
| Drainage | WPF-5442 | 6/1/2021 | 6/30/2024 | NMFA Water Trust Board 2021 | Cantrell Dam | $ 450,000.00 | $ 75,000.00 | $ 300,000.00 | **$ 825,000.00** | | Plan/Design Completed - Construction funding received |
| Drainage | C1213061 | 11/4/2021 | 6/30/2025 | 2021 NMDOT Capital Outlay | Drainage Improvements - Planning Document | $ 100,000.00 | $ - | $ - | **$ 100,000.00** | | Planning Document Completed |
| Parks | 23-5053-52 | 7/1/2023 | 6/30/2026 | NM DFA Reg Recreation Quality of Life | Louis Armijo Sports Complex Master Plan | $ 48,188.00 | $ - | $ - | **$ 48,188.00** | | Planning Document Completed |
| Streets | CIF-5192 | 7/21/2020 | 9/1/2024 | NMFA Colonias 2020 | MSD Road Surface Improvements (related to MSD Water Project) | $ 900,000.00 | $ 100,000.00 | $ 100,000.00 | **$ 1,100,000.00** | | Project Complete. |
| Streets | 23-24-003 S | 8/2/2023 | 8/1/2025 | FY22 USDOT Safe Streets and Roads for All | Vision Zero Safety Action Plan | $ 163,200.00 | $ - | $ - | **$ 163,200.00** | | Planning Document Completed |
| Streets | 23-ZH5050-21 | 9/15/2023 | 6/30/2024 | Capital Appropriation | Federal Matching Grant Vision Zero Safety Action Plan | $ 40,800.00 | $ - | $ - | **$ 40,800.00** | | Matching Grant Funds for NMDOT Vision Zero Safety Action Plan - Plan Completed |
| Streets | CN 1102250 | 11/20/2023 | 3/28/2025 | NMDOT TAP 1102250 | Various Sidewalk Improvements - Design - Smith/Silver/Pershing/New School Road | $ 181,910.00 | $ 31,000.00 | $ - | **$ 212,910.00** | | Design Completed - Partial Construction Funding Received |
| Streets | L100619 | 6/6/2024 | 6/30/2026 | NMDOT MAP | Planning, Design, and Permitting Services for the roadway reconstruction of Pershing Street from Main Street to Second Avenue. | $ 104,000.00 | $ 34,667.00 | $ - | **$ 138,667.00** | | Design Completed - Partial Construction Funding Received |
| Streets | HW2 L100526 | 6/15/2022 | 12/30/2024 | 2022/2023 LGRF NMDOT Cooperative | Pine Street Improvements - (Match will be in kind services) | $ 235,227.00 | $ 78,409.00 | $ - | **$ 313,636.00** | | Project complete - Waterline replaced with Local Funds |
| Water | MSD Water Project | 9/26/2019 | | USDA-RD WEP - MSD Project | MSD Water System Improvements | $ 3,960,000.00 | $ - | $ 5,457,000.00 | **$ 9,417,000.00** | $ - | Project completed, processing final closeout documents |
| Water | DW-4794 | 6/28/2019 | 6/30/2024 | NMFA DWSRLF | Marshall St., N. Pershing, 2nd Ave., and Sierra Vista Dr. Waterline Replacement | $ 620,542.00 | $ - | $ 600,000.00 | **$ 1,220,542.00** | | Project Completed |
| Water | WPF 5089 | 6/1/2020 | 6/30/2024 | NMFA Water Trust Board 2020 | Booster Station and Austin St. Improvements | $ 384,688.00 | $ 71,000.00 | $ 256,458.00 | **$ 712,146.00** | | Project Completed |
| Water | CIF 5550 | 6/28/2021 | 6/18/2024 | NMFA Colonias 2021 | Water System Improvements (covers the shortfall for the DWSRLF Project) | $ 450,000.00 | $ 50,000.00 | $ 50,000.00 | **$ 550,000.00** | | Project Completed |
| | | | | | **Completed Project Totals** | **$ 10,249,926.00** | **$ 610,643.00** | **$ 6,763,458.00** | $ 17,624,027.00 | | |

**PENDING/FUTURE APPLICATIONS**

| DEPT | Grant Number | Award Date | Expiration Date | Funding Source | Project I.D. | Grant Amount | Match Req. | Loan | Total | | Status |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Comm. Devel | TBD | TBD | TBD | 2026 Capital Outlay Requests | Lee Bell Johnson Facility Improv | | | | $ - | | 2026 Leg Session in Process |
| Comm. Devel | TBD | TBD | TBD | 2026 Capital Outlay Requests | Community Multi-Purpose Center | $ 500,000.00 | | | **$ 500,000.00** | | 2026 Leg Session in Process |
| Electric | TBD | TBD | TBD | NMDOT Capital Appropriation | Electric Car Charging Station | $ 770,977.53 | $ - | $ - | **$ 770,977.53** | $ - | Application submitted 10/28/25 |
| Electric | TBD | TBD | TBD | CIF 2026 | El Infrastructure Improvements | $ 5,000,000.00 | $ 500,000.00 | $ 500,000.00 | **$ 6,000,000.00** | | Replacement of approx. 1000 Poles - Application in progress |
| Electric | TBD | TBD | TBD | 2026 Capital Outlay Requests | Substation Power Transformer | $ 1,000,000.00 | | | **$ 1,000,000.00** | | 2026 Leg Session in Process |
| Parks | TBD | TBD | TBD | NMEDD - Trails+ | Feasibility Study River Surf Wave | $ 60,000.00 | | | **$ 60,000.00** | | Application due date - 1-31-2026 |
| Police Dept | TBD | TBD | TBD | NMFA Local Solar Access Fund | Solar Panels @ Police Station | | | | $ - | | Inquiring on possible solar panels for new PD Station |
| Streets | TBD | TBD | TBD | CIF 2026 | Marie Street Improvements | $ 1,500,000.00 | $ 150,000.00 | $ 150,000.00 | **$ 1,800,000.00** | | Application in progress |
| Streets | TBD | TBD | TBD | FY 2027 TPF | TBD | | | | $ - | | Project scope due 3/13/26 |
| Streets | TBD | TBD | TBD | FY 26/27 LGRF | TBD | | | | $ - | | Project scope due 3/10/26 |
| Streets | TBD | TBD | TBD | FY 26/27 MAP | TBD | | | | $ - | | Project scope due 3/13/26 |
| Streets | TBD | TBD | TBD | 2026 Capital Outlay Requests | Marie Street Improvements | $ 500,000.00 | | | **$ 500,000.00** | | 2026 Leg Session in Process |
| Wastewater | TBD | TBD | TBD | 2026 Capital Outlay Requests | Wastewater Treatment Improvements | $ 3,000,000.00 | | | **$ 3,000,000.00** | | 2026 Leg Session in Process |
| Wastewater | TBD | TBD | TBD | EPA - Environmental Protection Agency - Sen. Vasquez | Clancy Lift Station and Force Main Improvements | $ 1,105,800.00 | | | **$ 1,105,800.00** | | Did not pass 2025 Bill - Possible Review 2026 |
| Wastewater | TBD | TBD | TBD | WTB 2026 | WW Treatment Plant Improvements | $ 2,522,764.55 | $ 252,276.46 | $ 252,276.46 | **$ 3,027,317.47** | | Various improvements and upgrades to WW Plant as outlined in the WW Asset Management Plan and Improvements identified in the Corrective Action Plan - Award Date May 2026 |
| Wastewater | TBD | TBD | TBD | NMFA PLANNING GRANT | Effluent Water PER | $ 75,000.00 | $ - | $ - | **$ 75,000.00** | | Review and assess current Effluent Distribution and potential expansion |
| Water | TBD | TBD | TBD | CDPF - Capital Development Program Fund | Phase 2 AMI Water Meters | $ 2,500,000.00 | | | **$ 2,500,000.00** | | Application Submitted 10/28/25 - 2026 Leg Bill - Awards May 2026 |
| Water | TBD | TBD | TBD | Department of Housing and Urban Development - Senator Heinrich | Water System | $ 5,574,109.00 | | | **$ 5,574,109.00** | | Waiting on official Award Letter |
| | | | | | **FUTURE FUNDED PROJECT TOTALS** | **$ 24,108,651.08** | **$ 902,276.46** | **$ 902,276.46** | $ 25,913,204.00 | | |

**CITY OF T OR C FISCAL AGENT PROJECTS**

| DEPT | Grant Number | Award Date | Expiration Date | Funding Source | Project I.D. | Grant Amount | Match Req. | Loan | Total | | Status |
|---|---|---|---|---|---|---|---|---|---|---|---|
| MainStreet | 419-A21F2103-2210 | 7/17/2022 | 6/30/2027 | NM Dept Econ Dev Cap Appropriation | Mainstreet Foch Street Improvements | $ 320,000.00 | | | **$ 320,000.00** | | Project in construction Jan 2026 |
| MainStreet | 419-A22G2074-2306 | 5/26/2023 | 6/30/2026 | NM Dept Econ Dev Cap Appropriation | Mainstreet Foch Street Improvements | $ 600,000.00 | | | **$ 600,000.00** | | Project in construction Jan 2026 |
| MainStreet | A23H2121-2410 | 2/8/2024 | 6/30/2027 | NM Dept Econ Dev Cap Appropriation | Mainstreet Foch Street Improvements | $ 1,016,000.00 | | | **$ 1,016,000.00** | | Project in construction Jan 2026 |
| MainStreet | 419-A24I2081-2414 | 6/5/2025 | 6/30/2028 | NM Dept Econ Dev Cap Appropriation | Mainstreet Foch Street Improvements | $ 910,000.00 | | | **$ 910,000.00** | | Project in construction Jan 2026 |
| | | | | | **Total** | **$ 2,846,000.00** | | | $ 2,846,000.00 | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Senior Center | A24-I5393 | | 6/30/2028 | Severence Tax Bonds Appropriation | Wheel Chair Van | $ 88,000.00 | | | **$ 88,000.00** | | |
| Senior Center | 6200000000 | 12/22/2025 | 6/30/2026 | FY25 ALTSD Junior Bill | Operational Costs | $ 35,000.00 | | | **$ 35,000.00** | | Reviewing Funding Allocation |
| Senior Center | I2021 | 3/9/2025 | 6/30/2026 | Severence Tax Bonds Appropriation | SJOA Ken James Senior Center Vehicle Replacement | $ 60,883.00 | | | **$ 60,883.00** | | Meal Truck Purchased - using balance for vehicle equip |
| Senior Center | I2022 | 2/24/2025 | 6/30/2026 | Severence Tax Bonds Appropriation | SJOA Ken James Senior Center Vehicle Replacement | $ 50,000.00 | | | **$ 50,000.00** | | Vehicle Purchased - using balance for vehicle equip |
| Senior Center | A25J2035 | 10/29/2025 | 6/30/2027 | Severence Tax Bonds Appropriation | Fridge/Freezer Combo Repairs | $ 26,000.00 | | | **$ 26,000.00** | | Obtaining quotes |
| Senior Center | A22G2019-G614 | 12/23/2025 | 6/30/2026 | Severence Tax Bonds Appropriation | Emergency Funds - Fridge/Freezer Combo Repairs | $ 36,710.00 | | | **$ 36,710.00** | | Procurement in process |
| | | | | | **Total** | **$ 296,593.00** | | | $ 296,593.00 | | |

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

*Agenda Item #: G.4*

**MEETING DATE**: February 11, 2026

**SUBJECT:** Fire Department request to purchase Spartan ERV
**DEPARTMENT:** Fire Department
**DATE SUBMITTED:** February 6, 2026.
**SUBMITTED BY:** Johanna Muñoz
**WHO WILL PRESENT THE ITEM: Paul Tooley, T or C Fire Chief**

***Summary/Background:*** Approval is requested to purchase one (1) Spartan ERV fire apparatus, equipped with a 500-gallon pumper, from AAA Fire Pro through Sourcewell Cooperative Purchasing Contract No. 082025-RVG, in an amount not to exceed $715,789, subject to final purchase order approval.

This acquisition is being made in accordance with the New Mexico Procurement Code utilizing Sourcewell, a nationally recognized cooperative purchasing organization that conducts competitive solicitations and awards contracts on behalf of its member agencies. The City of Truth or Consequences is a registered Sourcewell member (Member #73145).

AAA Fire Pro is an authorized vendor under the referenced Sourcewell contract and has submitted a proposal consistent with contract pricing and specifications. The proposed apparatus meets the operational and service requirements of the Fire Department and will enhance emergency response capabilities for the community.

***Recommendation:*** Authorize to proceed with the procurement and issuance of a purchase order for the proposed fire apparatus in accordance with the applicable cooperative purchasing agreement, subject to final administrative approval.

***Attachments:***

- Sourcewell Awarded Contract No. 082025-RVG
- Vendor Proposal Letter dated February 2, 2026
- Apparatus Specifications and Drawings
- Chassis Emissions Contingency

Statement -

***Fiscal Impact (Finance):*** Choose an item.
Click here to enter text.

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

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval***: ☐ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC agendas 2-11-26.

INTERNATIONAL

**CHASSIS CONTINGENCY STATEMENT**
**2027 HV507 SFA (HV507)**

Due to anticipated higher costs associated with the upcoming 2027 EPA emissions standards for heavyduty trucks, a contingency allowance has been added to any commercial chassis quote processed. This amount is simply an estimate and does not guarantee no additional costs related to 2027 emissionscompliant engines won't be passed through. Should there be any unused contingency funds, they will be refunded, and if actual costs exceed the reserved amount, a breakdown will be provided and added to the order and invoice



**Proposal: 15815-04**

ASST Chief
2/3/2026

SMEAL

SPARTAN
REV GROUP
EMERGENCY RESPONSE

Brandon, SD | Charlotte, MI | Ephrata, PA | Snyder, NE
SPARTANER.COM

Sourcewell
Awarded Contract

**February 2, 2026**

City of Truth or Consequences, NM
Truth or Consequences Fire Department
505 Sims Street
Truth or Consequences, NM 87901

Sourcewell User Account# 73145

AAA Firepro of New Mexico, Inc. and Spartan Fire, LLC are pleased to offer the following apparatus through the Sourcewell® Contract, based on the provided specifications dated **02/02/2026.**

## Spartan ERV 500 Gallon Pumper mounted on International HV507 Chassis

| | |
|---|---|
| MSRP Spartan Fire, LLC Body (MSRP) | $ 585,426.00 |
| Plus Sourcewell Approved (MSRP) Contract PDI, Delivery & Demo | $ 7,250.00 |
| Less Sourcewell Contract Discount | ($ 38,975.00) |
| Actual Discount Percentage (Percent of ERV Body, PDI MSRP) | % **6.58** |
| Minimum Required Discount (Percent of ERV Body, PDI MSRP) | % 3.00 |
| Commercial Chassis Cost (Pass Thru Cost) | $ 162,088.00 |
| Total Contract Price | **$ 715,789.00** |

*Prices above do not include any Federal, State or local taxes.*

The above quote is good until **02/20/26**. After that, pricing is subject to change. **In addition, due to current issues with inflation and supply chain disruptions, surcharges are likely and will be added to the total invoice at final delivery. Issuance of a purchase order acknowledges likelihood of said increases and customer agrees to pay any additional amounts above proposal amount attributed to surcharges.** This quote replaces any previous quotes that have been presented on this apparatus. Build schedule will likely be 800 plus days. Chassis and component delivery times have increased and may affect schedule. A final inspection trip to the factory for up to two (2) department personnel as well as apparatus delivery to Truth or Consequences Fire Department is included in the above price.

AAA Firepro of New Mexico, Inc. is an authorized dealer representative for REV Group, Inc who is the contract holder. Any purchase orders are to be issued to **AAA FIREPRO OF NEW MEXICO, INC.** and should reference Sourcewell Member **#73145** and Sourcewell Contract **#082025-RVG.**

AAA Firepro and Spartan Fire, LLC look forward to the opportunity of doing business with Truth or Consequences Fire Department.

Regards,

Kendal Kohler, President
AAA Firepro of NM, Inc.

Above Terms Acknowledged and Accepted,

Signature / Title (Purchasing Agent) Date

INTERNATIONAL

January 29, 2026

**Prepared For:**
SPARTAN ER - # 15815-04 TRUTH OR CONSEQUENCES VFD
SPARTAN ERV
907 7th Ave. North
Brandon, SD 57005-
(605)582 - 2300
Reference ID: 15815-04

**Presented By:**
NORTH CENTRAL INTL LLC
Robin Kunz
PO BOX 993
WILLMAR MN 562010993
605-336-3820

ASST Chief 2/3/2023

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

## Model Profile
## 2027 HV507 SFA (HV507)

| | |
|---|---|
| **AXLE CONFIG:** | 4X4 |
| **APPLICATION:** | Fire/Pumper |
| **MISSION:** | Requested GVWR: 40000. Calc. GVWR: 40000. Calc. GCWR: 80000<br>Calc. Start / Grade Ability: 29.34% / 2.84% @ 55 MPH |
| **DIMENSION:** | Wheelbase: 217.00, CA: 142.00, Axle to Frame: 47.00 |
| **ENGINE, DIESEL:** | {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) |
| **TRANSMISSION, AUTOMATIC:** | {Allison 3000 EVS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor |
| **CLUTCH:** | Omit Item (Clutch & Control) |
| **AXLE, FRONT DRIVING:** | {Meritor MX-14-120 EVO} Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting |
| **AXLE, REAR, SINGLE:** | {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.57 |
| **CAB:** | Conventional, Day Cab |
| **TIRE, FRONT:** | (2) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| **TIRE, REAR:** | (4) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| **SUSPENSION, REAR, SINGLE:** | 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs |
| **PAINT:** | Cab schematic 100WK<br>Location 1: 5J08, Hot Lime (Custom)<br>Chassis schematic 932WK<br>Wheel: 5J08, Hot Lime (Custom) |

| Code | Description |
|---|---|
| 4XDP | BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity |
| 5710 | STEERING COLUMN Tilting and Telescoping |
| 5CAW | STEERING WHEEL 4-Spoke; 18" Dia., Black |
| 5PSL | STEERING GEAR {Sheppard M110} Power |
| 6DHK | DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline, 1710 Driveline to Transfer Case, SPL140 Driveline to Front Axle, for 4x4 |
| 7BEV | AFTERTREATMENT COVER Steel, Black |
| 7BMH | EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab, for All-Wheel Drive |
| 7SCP | ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger |
| 7WZX | SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted In IP Inhibits Diesel Particulate Filter Regeneration When Switch Is Moved to ON While Engine Is Running, Resets When Ignition Is Turned OFF |
| 8000 | ELECTRICAL SYSTEM 12-Volt, Standard Equipment<br><br>Includes<br>: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab<br>: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel<br>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever<br>: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light<br>: STARTER SWITCH Electric, Key Operated<br>: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector<br>: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature<br>: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever<br>: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted<br>: WIRING, CHASSIS Color Coded and Continuously Numbered |
| 8518 | CIGAR LIGHTER Includes Ash Cup |
| 8630 | IGNITION SWITCH Keyless |
| 8GXK | ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt, 325 Amp Capacity, Pad Mount, with Remote Sense |
| 8HAB | BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn |
| 8MSG | BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud |
| 8RMZ | SPEAKERS (2) 6.5" Dual Cone Mounted In Both Doors, (2) 5.25" Dual Cone Mounted In Both B-Pillars |
| 8RPR | ANTENNA for Increased Roof Clearance Applications |
| 8RPT | RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input |
| 8THB | BACK-UP ALARM Electric, 102 dBA |
| 8TPA | DATA RECORDER Includes Display Mounted in Overhead Console |
| 8VAY | HORN, ELECTRIC Disc Style |
| 8WHE | HORN, AIR Accommodation Package, Less Horn |

| Code | Description |
|---|---|
| | Includes<br>: FAN Nylon |
| 12UWZ | RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqin, with 1167 Sqin Charge Air Cooler, Includes In-Tank Oil Cooler |
| | Includes<br>: DEAERATION SYSTEM with Surge Tank<br>: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps<br>: RADIATOR HOSES Premium, Rubber |
| 12VBC | AIR CLEANER Single Element |
| 12VKL | EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026 |
| 12VXU | THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel |
| 12WVH | EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door |
| 12WYK | ENGINE WATER COOLER {Sen-Dure} Auxiliary, For Use with Fire Trucks |
| 12WZE | CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations |
| 12XBM | ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines |
| 12XCS | CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty |
| 13BCU | TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor |
| 13TLW | TRANSFER CASE {Meritor NGTC-4210} 2-Speed, 10,000 lb-ft Torque Rating, with PTO Provision, PTO Not Installed, Electric Over Air Control, with Lube Pump, with Temperature Provision |
| 13WDB | TRANSFER CASE LUBE {EmGard 50W} Synthetic; 1 thru 14.99 Pints |
| 13WET | TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission |
| 13WLP | TRANSMISSION OIL Synthetic; 29 thru 42 Pints |
| 13WUZ | ALLISON SPARE INPUT/OUTPUT for Emergency Vehicle Series (EVS), Fire/Pumper, Tank, Aerial/Ladder, Package Number 198, Includes J1939 Based Auto Neutral |
| 13WYU | SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming |
| 13XAL | PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission |
| 14AHL | AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.57 |
| 14VAJ | SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs |
| 15LNR | FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine |
| 15SXJ | FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab |
| 15WCN | DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab |
| 15WCS | FUEL COOLER Less Thermostat; Mounted In Front of Cooling Module |
| 16030 | CAB Conventional, Day Cab |

| Code | Description |
|---|---|
| 28DUW | WHEELS, REAR (Accuride 51408) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs |
| 7382158102 | (2) TIRE, FRONT 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| 7382158102 | (4) TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| | **Services Section:** |
| 40128 | WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A |

## Weight Distribution

All weights are represented in lbs.

| | Truck | | |
|---|---|---|---|
| | Front | Rear | **Total** |
| **Chassis Weight** | | | |
| Chassis Weight: | 8,742 | 4,753 | **13,495** |
| Fuel: | 0 | 0 | **0** |
| DEF: | 0 | 0 | **0** |
| Empty Body: | 0 | 1 | **1** |
| **(Curb Weight):** | **8,742** | **4,754** | **13,496** |
| **Loads** | | | |
| Payloads: | 0 | 0 | **0** |
| Driver: | 0 | 0 | **0** |
| **Axle Totals (Gross Weight):** | **8,742** | **4,754** | **13,496** |

## Weight Ratings

| | Truck | |
|---|---|---|
| | Front | Rear |
| Axle(axle capacity) | 14,000 | 26,000 |
| Tire(tire capacity) | 14,780 | 29,560 |
| Suspension(suspension capacity) | 14,000 | 31,000 |
| Spring: | 0 | |
| Fed Bridge Law (axle spread): | 20,000 | 20,000 |

| **Wheel Combination** | **Load** | **Limit** |
|---|---|---|
| 1 - 2 | 13,496 | 48,000 |

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 40,000 - Gross Vehicle Weight(GVW) 13,496 = 26,504 Reserves

## Weight Summary

* Distributed weights are within capacity limits

## STEADY STATE PERFORMANCE

| Performance Results | Gear | Veh Spd (mph) | Eng Spd (rpm) | Fuel Econ (mpg) | Grade (%) | Notes |
|---|---|---|---|---|---|---|
| LEVEL ROAD MAXIMUM SPEED | 6L-2 | 77.1 | 2242 | 5.32 | 0.00 | |
| HI GEAR SPEED @ RATED RPM | 6L-2 | 75.6 | 2200 | 5.48 | 0.89 | |
| 55.0 MPH STEADY-STATE | 6L-2 | 55.0 | 1600 | 8.11 | 2.84 | |
| TYPICAL OPERATING SPEED | 6L-2 | 60.0 | 1745 | 7.46 | 2.64 | - Calculated Grade Ability/Fuel Economy |

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " ----- " , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "******", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

### Recommendations / General Information

IDLE FUEL RATE : 0.93 GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

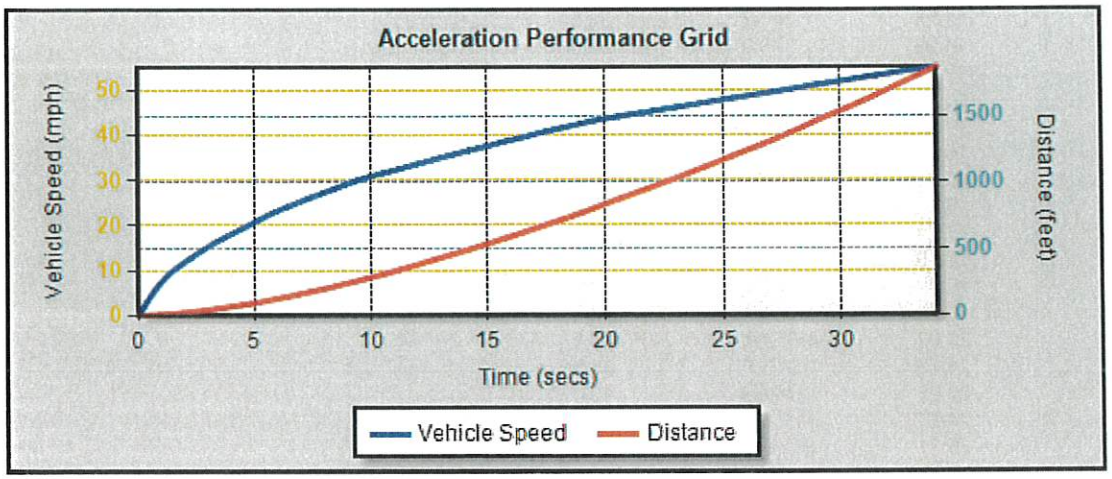
**Fuel Economy Route: Normal Route - City, Suburban, and Highway**

| Key Fuel Economy Information | City | Suburban | Highway | Notes |
|---|---|---|---|---|
| MILES PER GALLON | 6.09 | 8.23 | 7.76 | |
| AVERAGE MPH | 19.1 | 39.9 | 54.6 | |
| MISSION MINUTES | 29.64 | 51.83 | 173.31 | |

IF THE RESULTS CONTAIN "******", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

## ACCELERATION PERFORMANCE RESULTS

### Acceleration Performance Grid




Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 34.23 (SECS)

### Acceleration Performance Details

| Gear | Time (secs) | Distance (feet) | Speed (mph) | Notes |
|---|---|---|---|---|
| 1C | 0.12 | 0.1 | 1.0 | |
| | 0.24 | 0.4 | 2.0 | |
| | 0.36 | 0.8 | 3.0 | |
| | 0.49 | 1.5 | 4.0 | |
| | 0.62 | 2.3 | 5.0 | |
| | 0.77 | 3.5 | 6.0 | |
| | 0.92 | 5.0 | 7.0 | |
| | 1.10 | 6.9 | 8.0 | |
| | 1.28 | 9.2 | 9.0 | |
| 2C | 1.40 | 10.8 | 9.6 | |
| | 1.67 | 14.8 | 10.6 | |
| | 1.94 | 19.3 | 11.6 | |
| | 2.23 | 24.3 | 12.6 | |
| | 2.52 | 30.0 | 13.6 | |
| | 2.84 | 36.5 | 14.6 | |
| | 3.16 | 43.7 | 15.6 | |
| 2L | 3.35 | 48.2 | 16.2 | |
| | 3.72 | 57.2 | 17.2 | |
| | 4.09 | 66.7 | 18.2 | |
| | 4.46 | 76.8 | 19.2 | |
| | 4.83 | 87.5 | 20.2 | |
| | 5.20 | 98.7 | 21.2 | |
| | 5.58 | 110.9 | 22.2 | |
| 3L | 5.95 | 123.0 | 23.1 | |
| | 6.44 | 140.2 | 24.1 | |
| | 6.94 | 158.1 | 25.1 | |
| | 7.44 | 176.8 | 26.1 | |
| | 7.94 | 196.2 | 27.1 | |
| | 8.44 | 216.6 | 28.1 | |
| | 8.96 | 238.4 | 29.1 | |
| | 9.50 | 261.9 | 30.1 | |
| 4L | 9.75 | 272.9 | 30.5 | |

## REQUIRED TCAPE INFORMATION

### TCAPE Factors For Vehicle

| | |
|---|---|
| Selected Rear Axle Gear Ratio(s): | 5.57 |
| Engine Fan Type: | VISCOUS |
| Parked PTO: | NO |
| Enroute PTO: | NO |
| ID Wheel Slip Conditions: | Yes |
| Road Governor/Cruise Ctrl: | No |
| Road Surface Type: | TYPICAL |
| Fuel Economy Route: | Normal Route - City, Suburban, and Highway |
| Vehicle Vocation: | MODERATE ON/OFF HIGHWAY |
| Acceleration Grade (%): | 0.0 |
| Frontal Area (FT2): | 76 |
| Speed Limit on Route (MPH): | 61.0 |
| Relative Drag Coefficient: | 85 |
| Transfer Case - Gear Ratio (Grade Ability): | 1.000 |
| Alternator (A): | 40 |
| Transfer Case - Gear Ratio (Accel Perf): | 1.000 |
| Steering Gear (HP): | 2.60 |
| Air Conditioner (HP): | 3.20 |
| Transfer Case - Gear Ratio(Start Ability): | 1.000 |
| Vehicle Width (IN): | 96 |
| Vehicle Height (IN): | 110 |
| Weight on Drive Axle (LBF): | 26000 |
| Acceleration Vehicle Spd (MPH): | 55.0 |
| Ambient Temperature (F): | 70.0 |
| Air Compressor (HP): | 2.20 |
| Transfer Case - Gear Ratio (Fuel Economy): | 1.000 |
| TIRE, FRONT | 2 - RADIAL NORMAL |
| TIRE, REAR | 4 - RADIAL NORMAL |

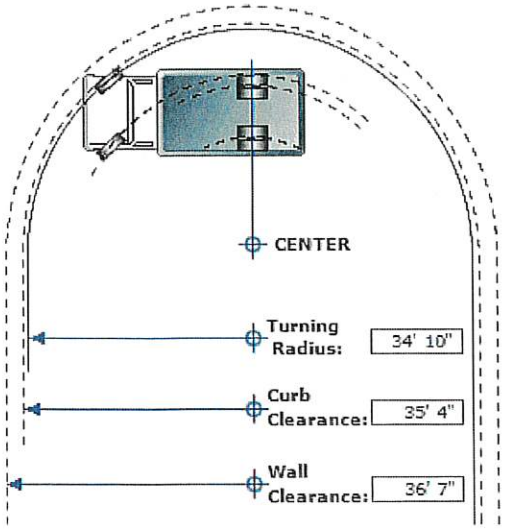
### Components

| | |
|---|---|
| 0001ANB | AXLE CONFIGURATION 4x4 |
| 0002GAE | AXLE, FRONT DRIVING {Meritor MX-14-120 EVO} Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting |
| 0004SPA | AIR COMPRESSOR {Cummins} 18.7 CFM |
| 0005PSL | STEERING GEAR {Sheppard M110} Power |
| 0008GXK | ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt, 325 Amp Capacity, Pad Mount, with Remote Sense |
| 0012EYY | ENGINE, DIESEL {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) |
| 0012THT | FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed |
| 0013BCU | TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor |
| 0013TLW | TRANSFER CASE {Meritor NGTC-4210} 2-Speed, 10,000 lb-ft Torque Rating, with PTO Provision, PTO Not Installed, Electric Over Air Control, with Lube Pump, with Temperature Provision |
| 0014AHL | AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends |
| 0016030 | CAB Conventional, Day Cab |
| 0016BAM | AIR CONDITIONER with Integral Heater and Defroster |
| 07382158102 | TIRE, FRONT 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| 07382158102 | TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |

**TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED**

## Turning Radius Summary
2027 HV507 SFA (HV507)






| | |
|---|---|
| Series: | HV |
| Model: | HV507 |
| Description: | HV507 SFA |
| Model Year: | 2027 |

### Calculation Factors

| | |
|---|---|
| Wheelbase: | 217 |
| Front Axle: | 0002GAE |
| Description: | AXLE, FRONT DRIVING, {Meritor MX-14-120 EVO} Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting |
| Front Wheel: | 0027DUW |
| Description: | WHEELS, FRONT, {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs |
| Front Tire: | 07382158102 |
| Description: | TIRES, 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| Steering Gear: | 0005PSL |
| Description: | STEERING GEAR, {Sheppard M110} Power |

### Turning Radius Statistics

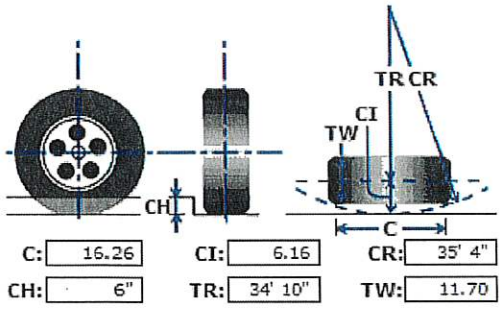
General Information

| | |
|---|---|
| Inside Turn Angle: | 38 Degrees |
| Radial Overhang: | 21 |

Axle Information

| | |
|---|---|
| KingPin Inclination: | 7 Degrees |
| KingPin Center: | 68.9 |

### Turning Radius - Curb View




| | | |
|---|---|---|
| C | - Curb Contact Length: | 16.26 |
| CI | - Curb Clearance Increment: | 6.16 |
| CR | - Curb Clearance Radius: | 35'4" |
| CH | - Curb Height: | 6" |
| TR | - Turning Radius: | 34'10" |
| TW | - Tire Width: | 11.70 |

* All Measurements are in inches, unless otherwise specified.

# Truth or Consequences Fire Dept

Asst Chief
2/3/2026

== Top/Side Control Midship Pumper - Boiler Plate - 10.330 05/15/25 ==

## INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to provide a complete apparatus equipped as hereinafter and as specified. With a view to obtaining the best results and the most acceptable apparatus for service in the Department, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder shall conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction for all features. The manufacturer shall provide loose equipment only when specified by the customer. The current NFPA (Standard for Automotive Fire Apparatus) at time of contract, unless otherwise specified as requested by the customer in these specifications, shall prevail.

The apparatus must meet all NFPA, DOT, ICC, AE, SAE, UL, TRA, FMVSS and local state Motor Vehicle Requirements.

It is required that the apparatus be manufactured to current NFPA edition standards, all NFPA equipment (LOOSE EQUIPMENT) not specified in the specifications will not be provided by the contractor.

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction that have been in business and construction for a minimum of twenty-five (25) years.

The bidder of the apparatus herein specified; shall be wholly owned (100%) and managed by a Company, Corporation, and/or Parent Company that is wholly based, and permanently resides in the United States of America.

The Company, Corporation, and/or Parent Company and all assets belonging to such, shall be wholly owned and managed (100%) by the entities specified above.

The bidder shall state the location of the manufacturing facility where the apparatus is to be built and the location of the parent company if a subsidiary of a manufacturer.

The bidder shall provide satisfactory evidence of their ability to construct the apparatus specified in the bidders' manufacturing facilities.

The bidder's representation shall state the length of time representing the manufacturer of specified apparatus.

Due to the severe service requirements, the department will impose on the apparatus as specified, each bidder shall provide a list of at least six (6) departments in which similar apparatus utilizing the brand of chassis proposed have been in service for over one year. This list shall include contact names and phone numbers.

Due to the importance of keeping this vital piece of firefighting apparatus in service with a minimum of

downtime, the manufacturer shall maintain a network of service centers with factory-training personnel.

The bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus being furnished under this contract which conform. Computer runoff sheets are not acceptable as "Contractor's Specifications". Item compliance shall be indicated in the "Yes/No" column of each item by all Bidders. Note: Each bidder shall submit their bid in the same sequence as these specifications to allow the department to easily compare.

These specifications shall indicate size, type, model and make of all component parts and equipment.

## QUALITY AND WORKMANSHIP

The design of the Apparatus shall embody the latest approved automotive engineering practices.

The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points: Accessibility of the various units, which require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.

Construction shall be rugged and ample safety factors shall be provided to carry loads as specified and to meet both on and off-road requirements and to speed conditions as set forth under "Performance tests and requirements".

Welding shall be employed in the assembly of the apparatus in a manner that will not prevent the ready removal of any component part for service or repair, with apparatus bodies of bolt together design not being acceptable.

All steel welding shall follow American Welding Society requirements for AWS D1.1:2012 Structural Welding Code for welding steel structural assemblies. All aluminum welding shall follow American Welding Society requirements for AWS D1.2/D1.2M:2003 Structural Welding Code for any type of structure made from aluminum structural alloys. All sheet metal welding shall follow American Welding Society AWS D9.1M/D9.1:2006 Structural Welding code for Arc/Braze requirements of non-structural materials. All pressure pipe welding shall follow American Society of Mechanical Engineers ASME IX/ ASME B31:2010 requirements to the qualification of procedures in welding and brazing, in accordance with the ASME Boiler and Pressure Vessel Code and the ASME B31 Code for Pressure Piping. Flux core arc welding to use alloy rods, type 7000, American Welding Society AWS standards A5.20-E70T1.

## DELIVERY

The bidder shall provide the number of calendar days from the date the bid is awarded to the delivery of the completed unit.

A qualified delivery engineer representing the contractor shall deliver the apparatus and instruct the Fire Department personnel in the proper operation, care and maintenance of the equipment delivered.

To ensure proper break-in of all components while still under warranty, the apparatus shall be delivered under its own power. The unit will remain insured by the apparatus manufacturer until the department accepts the unit.

**PERFORMANCE TESTS AND REQUIREMENTS**

A road test shall be conducted with the apparatus fully loaded to its estimated in-service weight and shall be capable of the following performance while on dry paved roads that are in good condition and for a continuous run of ten (10) miles or more, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. The successful bidder shall furnish a Weight Certificate showing weights on front axle, rear axles and total weight for the completed apparatus at time of delivery.

A. The apparatus shall be capable of accelerating to 35 MPH (55 km/hr) from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.

B. The apparatus, fully loaded, shall be capable of obtaining a minimum top speed of 50 MPH (80 km/hr) on a level dry concrete highway with the engine not exceeding its governed RPM (fully loaded).

C. The service brakes shall be capable of stopping a fully loaded vehicle in 35ft (10.7 m) at 20 mph (32.2 km/hr) on a level concrete highway. The air brake system shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.

D. The apparatus, when fully loaded, shall have not less than 25 percent or more than 50 percent of the weight on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle.

E. From a steady pace of 15 mph, the vehicle will accelerate to a true speed of 35 mph within 15 seconds. This will be accomplished without moving gear selector.

F. The apparatus will be able to maintain a speed of at least 20 mph on any grade up to and including 6 percent.

G. The contractor shall have a third party testing company conduct the tests of the apparatus as in accordance with standard practices required by the third party testing company (Guide for the Certification of Fire Department Pumper latest edition). A copy of all tests shall accompany the Apparatus. (For apparatus sold within Canadian ULC S515 latest revision shall prevail).

H. The contractor shall provide copies of the Pump Manufacturer's Certification of hydrostatic test, the Engine Manufacturer current certified brake horsepower curve, and the Manufacturer's record of pumper construction details when delivered.

I. All fluid levels and applicable pressures will be brought to proper levels and noted prior to final delivery.

**INFORMATION REQUIRED**

The manufacturer shall supply, at time of delivery, a complete operation and maintenance manual covering the completed apparatus as delivered.

A Fire Apparatus Safety Guide published by Fire Apparatus Manufacturer's Association shall be provided with the apparatus upon delivery. This manual includes essential safety information for fire fighters, fire chiefs, apparatus mechanics, and fire department safety officers. The guide is applicable to municipal, wildland, and airport firefighting apparatus manufactured on either custom or commercial chassis.

A permanent plate shall be mounted in the driver's compartment to specify the quantity and type of the following fluids used in the vehicle: Engine oil, engine coolant, and chassis transmission fluid, pump transmission lubrication fluid, pump primer fluid (if used) and drive axle lubrication fluid.

The manufacturer shall supply the final certification of GVWR and GAWR on a nameplate affixed to the vehicle.

**A permanent plate in the driver's compartment shall be installed, specifying the seating capacity of the enclosed cab.**

Signs that state "OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION" shall be provided and will be visible from each seated position. An accident prevention sign shall be located at the rear step area of the apparatus. It shall warn all personnel that standing on the step while apparatus is in motion shall be prohibited.

A nameplate indicating the chassis transmission shift selector position to be used when pumping shall be provided in the driving compartment and located so that it can be easily read from the driver's position.

## LIABILITY

The bidder, if their bid is accepted, shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the apparatus or any appliance provided under the contract.

## GENERAL CONSTRUCTION

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles, so that all specified equipment, including filled water tank, a full complement of personnel and fire hose will be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the current NFPA, Standard for Automotive Fire Apparatus, documentation at time of contract signing.

The apparatus shall be designed so that all recommended daily maintenance checks can be performed easily by the operator without the need for hand tools. Apparatus components that interfere with repair or removal of other major components must be attached with fasteners (cap, screws, nuts, etc.) so that the components can be

removed and installed with normal hand tools. These components must not be welded or otherwise permanently secured into place.

The GAWR and GVWR of the chassis shall be adequate to carry the fully equipped apparatus including all tanks filled, the specified hose load, unequipped personnel weight, ground ladders and a miscellaneous equipment allowance per NFPA criteria. It shall be the responsibility of the purchaser to provide the contractor with the weight of equipment to be carried if it is in excess of the allowance as set forth by NFPA.

The unequipped personnel weight shall be calculated at 250 lbs. per person times the maximum number of persons to ride on the apparatus.

The height of the fully loaded vehicle's center of gravity shall not exceed the chassis manufacturer's maximum limit.

The front to rear weight distribution of the fully loaded vehicle shall be within the limits set by the chassis manufacturer. The front axle loads shall not be less than the minimum axle loads specified by the chassis manufacturer, under full loads and all other loading conditions.

The difference in weight on the end of each axle, from side to side, when the vehicle is fully loaded and equipped, shall not exceed 7 percent.

The apparatus shall be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair.

Where special tools manufactured or designed by the contractor and are required to provide routine service on any component of the apparatus built or supplied by the contractor, such tools shall be provided with the apparatus.

## EXCEPTIONS TO SPECIFICATIONS

The following specifications shall be strictly adhered to. Exceptions shall be allowed if they are equal to or superior to that as specified and providing, they are listed and entirely explained on a separate page entitled "Exceptions to Specifications". The exceptions list to refer to specification page number and paragraph.

Proposals taking total exception to specifications or total exception to certain parts of the specifications such as Electrical Systems, Chassis, Body or Pump, will not be accepted.

Prototype units will not be acceptable. Apparatus shall be inspected upon completion for compliance with specifications.

Deviations will not be tolerated and will be cause for rejection of Apparatus unless they were originally listed in bidder's proposal and accepted in writing by the department.

If the bidder takes an exception, on the exception page, the bidder must state an option price to bring their specifications into full compliance with the Department specifications.

Failure to provide this information shall be cause to reject the proposal as being non-responsive.

Copied or run off sheets of these specifications shall be unacceptable, and the bid will be rejected no exceptions.

## WARRANTY

Warranties applicable to the chassis and body (excluding vendor supplied components {engine, transmission, axles, etc.} which carry their own specific warranties) will be addressed by a single point warranty service provider approved by the manufacturer to perform service as necessary.

## PURCHASER'S RIGHTS

The Purchaser reserves the right to accept or reject any or all bids as it deemed in their best interests.

## ENGINE AVAILBILITY

If an L9 engine is **NOT** available or cannot be provided for that specific quote or build slot at time of production, the engine will **automatically be upgraded and charged for an X12 (or the X10 engine) with all costs associated with the upgrade being passed on to the end user. No exceptions.**

If a pre-2027 emission engine is **NOT** available at the time of build ***(starting production on January 1, 2026)*** the order will **automatically be upgraded and charged for either the 2027 engine compliant Cummins X-10 or X-15, with all associated costs being passed on to the end user. No exceptions.**

## BID/PROPOSAL DRAWINGS

For purposes of evaluation, the bidder shall provide a drawing illustrating, but not limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus and other specified equipment, shall be required to be included with the bidder's proposal package.

The drawings shall be large "D" size (minimum 24.00 inches x 36.00 inches).

Smaller size drawings, "similar to" drawings or general sales drawings, shall not be acceptable.

Failure to provide a bid evaluation drawing in accordance with these specifications shall be cause for rejection of the bid proposal.

## PRE-CONSTRUCTION DRAWINGS

After the award of the bid, the contractor shall provide detailed colored engineering drawings including, but not

limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus for use during the pre-construction conference.

The drawings shall include, but shall not be limited to the right, left, top, front and rear views of the apparatus.

**In addition, a detailed engineering drawing of the pump operator's panel shall be provided prior to manufacturing for fire department approval.**

**TAG-ON ORDERS-COOPERATIVE PURCHASING**

Other fire departments, metropolitan regions, or municipalities may purchase apparatus and equipment from same manufacture similar to the Apparatus and Equipment that is the subject of this Contract held by the same manufacture. The following terms shall apply to any such tag-on orders:

(a) Changes - Tag-on orders utilizing the same specification as the Apparatus and Equipment that is the subject of this Contract in order to provide favorable pricing and lead-times to other buyers due to having such specification fully engineered. Limited changes will be permitted. Such changes will be captured in the pre-construction meeting and the price of any tag-on unit adjusted accordingly.

(b) Term – Tag-on orders may be placed for a term of one year after the Effective Date of this Contract.

(c) Escalation - Manufacture reserves the right to adjust the price of any tag-on order if material costs escalate during the term of this Contract, changes in regulations become effective (for example EPA, NFPA or other), or the tag-on order would cross a model year.

(d) Acceptance – Manufacture holding the contract reserves the right to accept or reject any tag-on orders under this Contract.

**FINITE ELEMENT ANALYSIS AND TESTING**

Finite Element Analysis (FEA) shall be provided by the manufacturer.

Prototype bodies have been subjected to rigorous testing over varied terrains simulating different environmental conditions.

The purpose of such complex engineering methods of analysis shall be to ensure the longevity of the design by analyzing stress levels throughout the body and incorporating the structural supports wherever necessary.

There shall have been a minimum of three (3) different load cases (per DOT, FHWA, and TTMA recommended practice) applied and analyzed to properly display the different areas and levels of stresses that will be present under the various operating conditions of the apparatus.

In addition to the FEA analysis, the core product design shall be strain gauged instrumental to ensure validation

of FEA results and "Real World" drive/apparatus driving conditions.

Analysis shall also have been conducted on the mounting system for the apparatus body and pump house. EXCEPTIONS TO THIS STATEMENT MAY BE CAUSE FOR IMMEDIATE REJECTION AND/OR BE CONSIDERED NON-COMPLIANT.

**SUPPLIED INFORMATION & EXTRAS**

The apparatus manufacturer shall supply two (2) hard copies of apparatus manuals with all manufactured apparatus.

The manuals shall include, but not be limited to: all component warranties, users' manuals and information for supplied products, apparatus engineering information including drawings and build prints, and whatever other pertinent information the manufacturer can supply to its customer regarding the said apparatus.

Included in the delivery of the unit, the manufacturer shall also include spare hardware and extra fasteners, paint for touch-up, information regarding washing and care procedures, as well as other recommendations for care and maintenance of the general apparatus.

The manufacturer shall also supply a manufacturer's record of apparatus construction details, including the following information:

- Owner name and address
- Apparatus manufacturer, model, and serial number
- Chassis make, model, and serial number
- GAWR of front and rear axles
- Front tire size and total rated capacity in pounds
- Rear tire size and total rated capacity in pounds
- Chassis weight distribution in pounds with water (if applicable) and manufacturer mounted equipment (front and rear)
- Engine make, model, serial number, rated horsepower, related speed and no load governed speed
- Type of fuel and fuel tank capacity
- Electrical system voltage and alternator output in amps
- Battery make and model, capacity in CCA
- Paint numbers
- Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall vehicle (with the water tank full (if applicable) but without personnel, equipment, and hose)
- Written load analysis and results of the electrical system performance tests
- Transmission make, model, and type
- Pump to drive through the transmission (yes or no)
- Engine to pump gear ratio and transmission gear ratio used
- Pump make and model, rated capacity in gallons per minute, serial number, and number of stages

- Pump manufacturer's certification of suction capability
- Pump manufacturer's certification of hydrostatic test
- Pump manufacturer's certification of inspection and test for the fire pump
- Copy of the apparatus manufacturer's approval for stationary pumping applications
- Pump transmission make, model and serial number
- Priming device type
- Type of pump pressure control system
- The engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum no load governed speed
- Certification of the water tank capacity

## ELECTRICAL SCHEMATICS

The apparatus manufacturer shall supply one (1) set(s) as-built wiring schematics, to include all line voltage schematics with each apparatus.

## WARNING AND INFORMATION LABELS

All warning and informational labels (non-vendor specific) shall be provided in compliance with current NFPA (Standard for Automotive Fire Apparatus) at time of contract, and installed in the appropriate locations to alert the operator of potential hazards and operating instructions.

**Safety Sign FAMA10, which warns of the need to secure items in the cab shall be provided**

**Safety Sign FAMA25, which warns of then need for training prior to operating the apparatus shall be located on the pump operator's panel.**

## ON-LINE CUSTOMER INTERACTION

The manufacturer shall provide the capability for online access through the manufacturer's website. The customer shall be able to view digital photos of their apparatus in the specified phases of construction. The following phases will be captured and displayed on the manufacturer's website:

1. Chassis when available at manufacturing facility
2. Body – Prior to Paint
3. Body – Painted
4. Pump and Plumbing
5. Assembly – 80% Complete

Due to the complex nature of fire apparatus and the importance of communication between the manufacture and customer, this line item is considered a critical requirement.

## LIABILITY INSURANCE COVERAGE

In order to protect the department and its personnel, the bidder shall show proof that it has no less than $10 million in liability insurance in force. A certificate of coverage shall be included in the bid package. Failure to carry liability insurance of at least this amount or failure to include proof of coverage shall be cause to reject the bidder's proposal.

## GENERAL WARRANTY

The manufacturer shall provide a two (2) year warranty from the date of delivery.

In the case of a commercial chassis being used, the warranty on the chassis, engine, transmission, tires, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

## PLUMBING WARRANTY

A Stainless Steel Plumbing/Piping warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years from the date of delivery.

## THIRD PARTY PUMP CERTIFICATION AND TESTING

The apparatus upon completion will be tested and certified by an independent third party testing company. The certification tests will follow the guidelines outlined in the current NFPA, Standard for Automotive Fire Apparatus, documentation at time of contract signing.

There shall be multiple tests performed by the contractor and the third party testing company when the apparatus has been completed. The manufacturer shall provide the completed Test Certificate(s) to the purchaser at time of delivery.

**The fire pump shall be mounted on the apparatus and shall have a minimum rated capacity of 250 gpm (1000 L/min) at 150 psi (1000 kPa) net pump pressure.**

Where the apparatus is designed for pump in-motion operations, the vehicle drive engine and drive train shall be arranged so that the pump can deliver at least 20 gpm (76 L/min) at a gauge pressure of 80 psi (550 kPa), while the fire apparatus is moving.

**If the pumping system provided is rated at 3000 gpm (12,000 L/min) or less, the pump shall be capable of delivering the following:**

**(1) One hundred percent of rated capacity at 150 psi (1000 kPa) net pump pressure**

**(2) Seventy percent of rated capacity at 200 psi (1400 kPa) net pump pressure**

**(3) Fifty percent of rated capacity at 250 psi (1700 kPa) net pump pressure**

If the pumping system provided is rated at greater than 3000 gpm (12,000 L/min), the pump shall be capable of delivering the following:

(1) One hundred percent of rated capacity at 100 psi (700 kPa) net pump pressure

(2) Seventy percent of rated capacity at 150 psi (1000 kPa) net pump pressure

(3) Fifty percent of rated capacity at 200 psi (1400 kPa) net pump pressure

If the fire pump has a rated capacity of 750 gpm (3000 L/min) or greater, the pump shall be tested after the pump and all its associated piping and equipment have been installed on the apparatus.

The tests shall include at least the pumping test, the pumping engine overload test, the pressure control system test, the priming device tests, and the vacuum test.

A test plate shall be provided at the pump operator's panel that gives the rated discharges and pressures together with the speed of the engine as determined by the certification test for each unit, the position of the parallel/series pump as used, and the governed speed of the engine as stated by the engine manufacturer on a certified brake horsepower curve. The plate shall be completely stamped with all information at the factory and attached to the vehicle prior to shipping.

**Pumping Test:**

The test site shall be adjacent to a supply of clear water at least 4 feet (1.2 m) deep, with the water level not more than 10 feet (3 m) below the center of the pump intake, and close enough to allow the suction strainer to be submerged at least 2 feet (0.6 m) below the surface of the water when connected to the pump by 20 feet (6 m) of suction hose.

Tests shall be performed when conditions are as follows:

(1) Air temperature: 0 degrees Fahrenheit to 110 degrees Fahrenheit (−18 degrees Celsius to 43 degrees Celsius)

(2) Water temperature: 35 degrees Fahrenheit to 90 degrees Fahrenheit (2 degrees Celsius to 32 degrees Celsius)

(3) Barometric pressure: 29 inches Hg (98.2 kPa), minimum (corrected to sea level)

Engine-driven accessories shall not be functionally disconnected or rendered inoperative during the tests.

The following devices shall be permitted to be turned off or not operating during the pump test:

(1) Aerial hydraulic pump
(2) Foam pump
(3) Hydraulically driven equipment (other than hydraulically driven line voltage generator)
(4) Winch
(5) Windshield wipers
(6) Four-way hazard flashers
(7) Compressed air foam system (CAFS) compressor

All structural enclosures, such as floorboards, gratings, grilles, and heat shields, not provided with a means for opening them in service shall be kept in place during the tests.

All test gauges shall meet the requirements for Grade A gauges as defined in ASME B40.100, *Pressure Gauges and Gauge Attachments*, and shall be at least size 3 1⁄2 per ASMEB40.100. The pump intake gauge shall have a range of 30 in. Hg (100 kPa) vacuum to zero for a vacuum gauge, or 30 in. Hg (100 kPa) vacuum to a gauge pressure of 150 psi (1000 kPa) for a compound gauge. The discharge pressure gauge shall have a gauge pressure range of 0 psi to 400 psi (0 kPa to 2800 kPa). All pilot gauges shall have a gauge pressure range of at least 0 psi to 160 psi (0 kPa to 1100 kPa). All gauges shall be calibrated in the month preceding the tests using a dead-weight gauge tester or a master gauge meeting the requirements for Grade 3A or 4A gauges, as defined in ASME B40.100, *Pressure Gauges and Gauge Attachments*, that has been calibrated within the preceding year.

The engine speed–measuring equipment shall consist of a nonadjustable tachometer supplied from the engine or transmission electronics, a revolution counter on a checking shaft outlet and a stopwatch, or other engine speed–measuring means that is accurate to within ± 50 rpm of actual speed.

If the apparatus is equipped with a fire pump rated at 750 gpm (3000 L/min) or greater but not greater than 3000 gpm (12,000 L/min), the pump shall be subjected to a 3 hour pumping test from draft consisting of 2 hours of continuous pumping at rated capacity at a minimum of 150 psi (1000 kPa) net pump pressure, followed by 1⁄2 hour of continuous pumping at 70 percent of rated capacity at a minimum of 200 psi (1400 kPa) net pump pressure and 1⁄2 hour of continuous pumping at 50 percent of rated capacity at a minimum of 250 psi (1700 kPa) net pump pressure and shall not be stopped until after the 2 hour test at rated capacity, unless it becomes necessary to clean the suction strainer.

If the apparatus is equipped with a fire pump rated at greater than 3000 gpm (12,000 L/min), the pump shall be subjected to a 3 hour pumping test from draft consisting of 2 hours of continuous pumping at rated capacity at 100 psi (700 kPa) net pump pressure, followed by 1⁄2 hour of continuous pumping at 70 percent of rated capacity at 150 psi (1000 kPa) net pump pressure and 1⁄2 hour of continuous pumping at 50 percent of rated capacity at 200 psi (1400 kPa) net pump pressure and shall not be stopped until after the 2 hour test at rated capacity, unless it becomes necessary to clean the suction strainer.

If the apparatus is equipped with a fire pump rated at less than 750 gpm (3000 L/min), the pump shall be subjected to a 50-minute pumping test from draft consisting of 30 minutes of continuous pumping at rated

capacity at a minimum of 150 psi (1000 kPa) net pump pressure, followed by 10 minutes of continuous pumping at 70 percent of rated capacity at a minimum of 200 psi (1400 kPa) net pump pressure and 10 minutes of continuous pumping at 50 percent of rated capacity at a minimum of 250 psi (1700 kPa) net pump pressure and shall not be stopped until after the 30-minute test at rated capacity, unless it becomes necessary to clean the suction strainer.

**Pumping Engine Overload Test:**

If the pump has a rated capacity of 750 gpm (3000 L/min) or greater but not greater than 3000 gpm (12,000 L/min), the apparatus shall be subjected to an overload test consisting of pumping rated capacity at 165 psi (1100 kPa) net pump pressure for at least 10 minutes.

This test shall be performed immediately following the pumping test of rated capacity at 150 psi (1000 kPa).

The capacity, discharge pressure, intake pressure, and engine speed shall be recorded at least three times during the overload test.

**Pressure Control System Test:**

If the pump is rated at 3000 gpm (12,000 L/min) or less, the pressure control system on the pump shall be tested as follows:

(1) The pump shall be operated at draft, delivering rated capacity at a discharge gauge pressure of 150 psi (1000 kPa).

(2) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 150 psi (1000 kPa) ±5 percent.

(3) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(4) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

(5) The original conditions of pumping rated capacity at a discharge gauge pressure of 150 psi (1000 kPa) shall be reestablished.

(6) The discharge pressure gauge shall be reduced to 90 psi (620 kPa) by throttling the engine fuel supply, with no change to the discharge valve settings, hose, or nozzles.

(7) The pressure control system shall be set according to the manufacturer's instructions to maintain the discharge gauge pressure at 90 psi (620 kPa) ±5 percent.

(8) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(9) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

(10) The pump shall be operated at draft, pumping 50 percent of rated capacity at a discharge gauge pressure of 250 psi (1700 kPa).

(11) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 250 psi (1700 kPa) ±5 percent.

(12) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(13) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

If the pump is rated at greater than 3000 gpm (12,000 L/min), the pressure control system on the pump shall be tested as follows:

(1) The pump shall be operated at draft, delivering rated capacity at a discharge gauge pressure of 100 psi (700 kPa).

(2) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 100 psi (700 kPa) ±5 percent.

(3) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(4) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

(5) The original conditions of pumping rated capacity at a discharge gauge pressure of 150 psi (1000 kPa) shall be reestablished.

(6) The pump shall be operated at draft, pumping 50 percent of rated capacity at a discharge gauge pressure of 200 psi (1400 kPa).

(7) The pressure control system shall be set according to the manufacturer's instructions to maintain the discharge gauge pressure at 200 psi (1400 kPa) ±5 percent.

(8) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(9) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

**Priming System Tests:**

With the apparatus set up for the pumping test, the primer shall be operated in accordance with the manufacturer's instructions until the pump has been primed and is discharging water. This test shall be permitted to be performed in connection with priming the pump for the pumping test.

The interval from the time the primer is started until the time the pump is discharging water shall be noted. The time required to prime the pump shall not exceed 30 seconds if the rated capacity is 1250 gpm (5000 L/min) or less. The time required to prime the pump shall not exceed 45 seconds if the rated capacity is 1500 gpm (6000 L/min) or more.

An additional 15 seconds shall be permitted in order to meet the requirements of 16.13.5.3 and 16.13.5.4 when the pump system includes an auxiliary 4 inches (100 mm) or larger intake pipe having a volume of 1 foot$^3$ (0.30 m$^3$) or more.

**Vacuum Test:**

The vacuum test shall consist of subjecting the interior of the pump, with all intake valves open, capped or plugged, and all discharge caps removed, to a vacuum of 22 inches/Hg (75 kPa) by means of the pump priming system.

At altitudes above 2000 feet (600 m), the vacuum attained shall be permitted to be less than 22 inches/Hg (75 kPa) by 1 inch/Hg (3.4 kPa) for each 1000 feet (305 m) of altitude above 2000 feet (610 m).

The vacuum shall not drop more than 10 inches/Hg (34 kPa) in 5 minutes.

The primer shall not be used after the 5 minute test period has begun and the engine shall not be operated at any speed greater than the governed speed during this test.

**Water Tank–to–Pump Flow Test:**

A water tank–to–pump flow test shall be conducted as follows:

(1) The water tank shall be filled until it overflows.

(2) All intakes to the pump shall be closed.

(3) The tank fill line and bypass cooling line shall be closed.

(4) Hose lines and nozzles for discharging water at the rated tank-to-pump flow rate shall be connected to one or more discharge outlets.

(5) The tank-to-pump valve(s) and the discharge valves leading to the hose lines and nozzles shall be fully opened.

(6) The engine throttle shall be adjusted until the required flow rate −0/+5 percent is established.

(7) The discharge pressure shall be recorded.

(8) The discharge valves shall be closed, and the water tank refilled.

(9) The bypass line shall be permitted to be opened temporarily, if needed, to keep the water temperature in the pump within acceptable limits.

(10) The discharge valves shall be reopened fully, and the time noted.

(11) If necessary, the engine throttle shall be adjusted to maintain the discharge pressure recorded as noted in 16.13.7.1(7).

(12) When the discharge pressure drops by 10 psi (70 kPa) or more, the time shall be noted and the elapsed time from the opening of the discharge valves shall be calculated and recorded.

**Volume Discharge Calculation:**

The volume discharged shall be calculated by multiplying the rate of discharge in gallons per minute (liters per minute) by the time in minutes elapsed from the opening of the discharge valves until the discharge pressure drops by at least 10 psi (70 kPa).

Other means shall be permitted to be used to determine the volume of water pumped from the tank such as a totalizing flowmeter, weighing the truck before and after, or refilling the tank using a totalizing flowmeter.

The rated tank-to-pump flow rate shall be maintained until 80 percent of the rated capacity of the tank has been discharge.

**Engine Speed Advancement Interlock Test**

The engine speed advancement interlock system shall be tested to verify that engine speed cannot be increased at the pump operator's panel unless there is throttle-ready indication.

If the apparatus is equipped with a stationary pump driven through split-shaft PTO, the test shall verify that the engine speed control at pump operator's panel cannot be advanced when either of the following conditions exists:

(1) The chassis transmission is in neutral, the parking brake is off, and the pump shift in the driving compartment is in the road position.

(2) The chassis transmission has been placed in the position for pumping as indicated on the label provided in the driving compartment, the parking brake is on, and the pump shift in the driving compartment is in the road position.

If the apparatus is equipped with a stationary pump driven through a transmission mounted PTO, front-of-engine crankshaft PTO, or engine flywheel PTO, the test shall verify that the engine speed control on the pump operator's panel cannot be advanced when either of the following conditions exists:

(1) The chassis transmission is in neutral, the parking brake is off, and the pump shift status in the driving compartment is disengaged.

(2) The chassis transmission is in any other gear other than neutral, the parking brake is on, and the pump shift in the driving compartment is in the "Pump Engaged" position.

If the apparatus is equipped with a pump driven by the chassis engine designed for both stationary pumping and pump-in-motion, the test shall verify that the engine speed control at pump operator's panel cannot be advanced when either of the following conditions exists:

(1) The chassis transmission is in neutral, the parking brake is on, and the pump shift status in the driving compartment is disengaged.

(2) The chassis transmission is in any other gear other than neutral, the parking brake is on, and the pump shift in the driving compartment is in the "Pump Engaged" or the "OK to Pump In-Motion" position.

If the apparatus is equipped with a stationary pump driven through transfer case PTO, the test shall verify that the engine speed control on the pump operator's panel cannot be advanced when either of the following conditions exists:

(1) The chassis transmission is in neutral, the transfer case is in neutral, the parking brake is off, and the pump shift in the driving compartment is in the road position.

(2) The chassis transmission is in neutral, the transfer case is engaged, the parking brake is off, and the pump shift in the driving compartment is in the road position.

(3) The chassis transmission has been placed in the position for pumping as indicated on the label provided in the driving compartment, the parking brake is on, and the pump shift in the driving compartment is in the road position.

## LOW-VOLTAGE ELECTRICAL SYSTEM PERFORMANCE TESTING

The apparatus low-voltage electrical system will be tested and certified. Tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit (–18 degrees Celsius and 43 degrees

Celsius). The three tests defined in NFPA shall be performed in the order in which they appear. Before each test, the batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. Failure of any of these tests shall require a repeat of the sequence.

**Reserve Capacity Test:**

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged.

The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes.

All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure of the battery system.

**Alternator Performance Test at Idle:**

The minimum continuous electrical load shall be activated with the engine running at idle speed.

The engine temperature shall be stabilized at normal operating temperature.

The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

**Alternator Performance Test at Full Load:**

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed.

The test duration shall be a minimum of 2 hours.

Activation of the load management system shall be permitted during this test.

An alarm sounded by excessive battery discharge, as detected by the system required in NFPA 13.3.4, or a system voltage of less than 11.8 V dc for a 12 V nominal system or 23.6 V dc for a 24 V nominal system, for more than 120 seconds, shall be considered a test failure.

**Low Voltage Alarm Test:**

Following the above test, a Low Voltage Alarm Test will be performed in the manner prescribed.

With the engine shut off, the total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates.

The battery voltage shall be measured at the battery terminals.

The test shall be considered a failure if the alarm has not yet sounded 140 seconds after the voltage drops to 11.70V for a 12 V nominal system or 23.4 V for a 24 V nominal system.

The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

**VIDEO CONFERENCE PRE-CONSTRUCTION**

The factory authorized Distributor shall be required, prior to manufacturing, to have a pre-construction conference with a factory representative and individual(s) from the Truth or Consequences Fire Dept to finalize all construction details.

The pre-construction shall be held via video conferencing equipment between two different locations.

The factories authorized distributor shall, at his expense, provide transportation, lodging, and meals.

**FINAL INSPECTION CONFERENCE**

The factory authorized Distributor shall be required, during manufacturing, to have a final completion inspection conference at the site of the manufacturing facility with One (1) individuals from the Truth or Consequences Fire Dept to inspect the apparatus after construction.

The factories authorized distributor shall, at his expense, provide transportation, lodging, and meals. Any distance greater than 200 miles shall be by commercial air travel.

**MAXIMUM OVERALL LENGTH REQUIREMENT**

The apparatus specified shall be constructed as detailed and shall NOT exceed a maximum overall length of 378.00 (31'6") inches.

**MAXIMUM OVERALL HEIGHT REQUIREMENT**

The apparatus specified shall be constructed as detailed and shall NOT exceed a maximum overall height of 136" (11'4") inches.

**MAXIMUM OVERALL WIDTH OF NINETY-NINE (99) INCHES**

The apparatus specified shall be constructed as detailed and shall NOT exceed a Maximum Overall Width of Ninety-nine (99.00) inches.

This dimension shall include the primary construction of the apparatus body and chassis cab. Any peripheral items shall not be incorporated into this measurement.

The items included, but not limited to, are: Rub Rails, Fenderettes, Mirrors, Lights, Handrails, Front Bumpers, Cab Steps, Overlays, Etc.

**MAXIMUM WHEELBASE REQUIREMENT**

The apparatus specified shall be constructed with no restrictions to the maximum wheelbase.

**ALTITUDE PERFORMANCE REQUIREMENT**

The apparatus specified shall meet or exceed the following performance requirements at 1,400 feet above sea level.

**MAXIMUM SPEED**

**The maximum speed of any fire apparatus with a GVWR over 33,000 lb. (1500 kg) shall not exceed either 68 mph (109 km/hr) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.**

== Top/Side Control Midship Pumper - Chassis - 10.330 05/15/25 ==

International (2) Door 4x 4 Single Axle) {Make sure body is single axle config}

**CHASSIS**

Please see chassis specs (Proposal: 15815-04) submitted with this proposal.

**CAB STEP DRESS-UP PANELS**

There shall be aluminum diamond plate dress-up panels installed between the two (2) door chassis cab steps on both the driver and passenger sides.

**DRIVE LINE MODIFICATION**

The chassis drive line shall be modified from the chassis manufactures original status to accommodate any changes required by the apparatus manufacturer, including wheelbase, pump installation, or otherwise.

**HORIZONTAL EXHAUST**

The chassis shall have a horizontal exhaust system plumbed to the side of the apparatus body just ahead of the rear wheels.

## EXHAUST HEAT SHIELD

There shall be an exhaust heat shield added to the chassis provided exhaust. The shield shall terminate past the front compartment and shall incorporate a heavy duty spray on insulation under R1.

The heat shield shall be attached to the underside of the body utilizing a flexible bracket.

## AUTO THROTTLE

Engine will increase in RPM to a preset amount if the battery voltage drops below 11.7V and the pump is not engaged, or transmission placed in drive gear.

## HAZARD LIGHT IN CAB

There shall be an LED "Door Open" indicator light, with audible alarm, provided and installed in the chassis cab. The light shall be installed on the cab dash between the driver and officer (providing space availability) and shall activate when the parking brake is released and a compartment door or any additional specified accessible devices are not in the completely closed positions.

A warning placard shall be installed in the apparatus cab near the light, stating "Do Not Move Apparatus When Light Is On."

## DELUXE CONSOLE WITH BINDER STORAGE

The deluxe electrical control center console shall be fabricated of .125 inch smooth aluminum and designed to fit the chassis configuration. The base of the console shall be custom trim-fit to the chassis floor line and be securely fastened.

The front of the console shall have two (2) individually partitioned angled storage areas to hold 3-ring binders, maps or manuals.

The top of the console shall be formed with a 1.00 inch lip bent up around its perimeter. The top shall be fastened to the base with threaded fasteners for ease of removal and access to the electrical hardware contained within.

This area shall serve as the main electrical distribution point for all chassis related functions and contain the majority of the hardware related to these functions.

## ROCKER SWITCH PANEL

All specified lighting fixtures and electrical components shall be activated by Carling V-series rocker style switches. The switches shall be located on a separate embossed electrical panel, fabricated with aluminum complete with backlit name tags describing the function of each individual switch and installed on the console specified.

An internally lighted red rocker switch shall be furnished on the left and identified as the "MASTER WARNING".

## CONSOLE FINISH

The console shall be a painted finish/color equivalent to the chassis interior unless specified otherwise.

## BATTERY & AIR CHARGERS

A battery charger and air pressure leakage compensator shall be installed in Compartment R-1 on the forward bulkhead as far to the rear of the comparment as high as possible in the lower portion. An removeable aluminum treadplate cover shall be provided to protect the chager and compressor shall be provided.

The battery charger shall have a 15 amp output to the batteries with several "battery saver" outputs, allowing up to 3 amps of 12 volt rechargeable items to be wired through the charger, only allowing charging when the shoreline is plugged in.

The air compressor shall be 12 volts and also operate off of the charger, maintaining brake pressure to a minimum 75 psi. The compressor shall be installed in the cab.

The components shall be manufactured by Kussmaul Electronics and be model Pump Plus 1000.

## BATTERY CONDITIONER DISPLAY

A Kussmaul battery conditioner display shall be supplied. The battery conditioner display shall be installed under the driver's door step area and placed forward of the immediate stepping area where space allows.

## SHORELINE RECEPTACLE W/AUTO EJECT

A Kussmaul "Super Auto-Eject" 120 volt 20 amp shoreline receptacle shall be installed on the apparatus. It shall automatically eject the plug when the starter button is depressed.

The electrical current shall be interrupted before the plug is automatically ejected to prevent arcing. The plug for the receptacle shall be shipped loose for installation on the shoreline cord.

## RECEPTACLE LOCATION

The shoreline connection shall be installed under the driver's door step area and placed forward of the immediate stepping area where space allows.

## ELECTRICAL INLET CONNECTION

The electrical inlet shall be connected to the battery charger.

## RECEPTACLE COVER COLOR

The inlet connection shall include a yellow cover.

## AIR SHORELINE

There shall be a .25 inch (6.35 mm) manual air shoreline installed on the apparatus, connected to chassis air tanks. The air shoreline shall be utilized to maintain the air pressure in the air brake system while the vehicle is not in use.

## AIR INLET LOCATION

The air inlet shall be installed under the driver's door step area at the lower step level and placed forward of the immediate stepping area if space allows.

## BUMPER EXTENSION

The chassis frame shall be extended twenty-one (21) inches. The extension shall provide added protection to the front of the chassis cab.

## FRONT BUMPER APRON

The area between the grille and the bumper shall be overlaid with .188 inch (4.76 mm) thick embossed aluminum diamond plate.

## FRONT BUMPER COMPARTMENT-CENTER

There shall be a front bumper compartment provided on the front bumper extension between the chassis frame rails. The compartment shall be constructed of smooth aluminum and shall have the edges flush with the bumper apron. There shall be drain holes provided in the bottom corners to allow excess moisture to escape.

## FRONT BUMPER COMPARTMENT COVER

A .188 inch (4.76 mm) embossed aluminum diamond plate cover shall be installed on the front bumper compartment. The rear edge of the cover shall be attached utilizing a stainless steel hinge.

The cover shall be equipped with a D-ring style handle with mechanical latch mechanism to secure the cover in the closed position. A single hold open device shall be installed to hold the cover in the "Open" position.

## HAZARD LIGHT

If the bumper compartment cover is not properly closed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

## HOSE WELL STORAGE

The front bumper compartment shall be used for storage of fire hose.

## HOSE LOAD

The hose well shall be sized to accommodate 100 feet of 1.75 inch double jacket hose and nozzle.

## FRONT BUMPER COMPARTMENT MATTING

Turtle Tile matting shall be included on the bottom of the front bumper compartment.

## MATTING COLOR

The matting shall be black in color.

## SIREN CONTROL HEAD

One (1) Whelen electronic siren, model #295SLSA1 shall be provided and mounted in the switch panel.

The siren shall be 100-200 watts and feature wail, yelp, phaser, air horn and manual wail. The microphone shall have noise canceling circuitry and Public Address override.

The siren and hard wired microphone shall be installed within reach of the driver and officer.

## SIREN SPEAKER

A Whelen model #SA315P 100 watt siren speaker shall be provided. The speaker shall measure 6.50 inches (150mm) tall by 6.50 inches (150mm) wide by 2.9 inches (73mm) deep.

## ELECTRONIC SIREN SPEAKER LOCATION

The electronic siren speaker shall be located on the front bumper face on the left side outboard of the frame rail in the far outboard position.

## PRESSURE PROTECTION VALVE

There shall be a pressure protection valve installed to prevent the use of air horns or other air operated accessories when the system air pressure drops below 80 PSI (5.5 bar).

## CHASSIS REQUIRED LABELING

Signs that state "Occupants must be seated and belted when apparatus is in motion" shall be provided.

They shall be visible from each seating position.

There shall be a lubrication plate mounted inside the cab listing the type and grade of lubrication used in the following areas on the apparatus and chassis:

- Engine oil
- Engine Coolant
- Transmission Fluid
- Pump Transmission Lubrication Fluid
- Drive Axle Lubrication Fluid
- Generator Lubrication Fluid (where applicable)
- Tire Pressures

**APPARATUS INFORMATION LABEL**

There shall be a high-visibility label installed in a location clearly detectable to the driver while in the seated position.

The label shall indicate the following specified information.

Overall Height (feet and inches)
Overall Length (feet and inches)
Overall GVWR (tons or metric tons)

**CAB HELMET WARNING LABEL**

There shall be a high-visibility label installed in a location clearly detectable from each seating position.

The label shall indicate the following specified information.

"DO NOT WEAR HELMET WHILE SEATED"

**TIRE PRESSURE MONITORING SYSTEM**

There shall be RealWheels LED AirGuard Set and Go LED indicators (Model RWTG1236) provided for each wheel of the apparatus. The tire pressure monitoring system shall indicate if there is improper air pressure in the tire.

The inner tire on the rear dual axle(s) shall have an extension provided that will pass through the outside rim and attach to the stabilizer providing an unobstructed view for inspection of the inner tire air pressure.

The indicators shall be installed by the department after the unit has been fully equipped and the tires set to the manufacturers recommended pressure rating. The indicators will calibrate to that initial air pressure setting upon installation and will intermittently flash when the tire pressure is reduced by 5 to 10 psi from its original calibrated pressure.

**RETRO-REFLECTIVE STRIPING**

Retro-reflective striping shall be added to the inside of the cab doors in accordance with NFPA requirements.

**COMMERCIAL CAB FACTORY FINISH**

The chassis cab shall have a factory finish.

**ENGINE COMPARTMENT LIGHT**

There shall be one (1) 12 volt work light, Weldon LED light model #2631-0000-30, installed in the engine compartment. The light shall have an on/off switch.

**CAB PERIMETER LIGHTS**

There shall be two (2) perimeter lights installed under the apparatus cab steps, one (1) each side. The lights shall be positioned to provide illumination to the ground area under the cab entry doors.

The lights shall be TecNiq model T44 series, 4" round, 8 diode LED lights.

**CAB PERIMETER LIGHTS ACTIVATION**

The perimeter lights under the cab entry steps shall be activated by the opening of any cab door and with a switch in the cab.

**UNDER BUMPER LIGHTS**

There shall be two (2) perimeter lights mounted under the bumper, one (1) each side outboard of the frame rails, to illuminate the ground area under the bumper.

The lights provided shall be TecNiq model T44 series, 4" round, 8 diode LED lights.

**UNDER BUMPER LIGHTS ACTIVATION**

The under bumper perimeter lights shall illuminate the area with the activation of the chassis ground lights, excluding any chassis door programming.

**CAB FIRE EXTINGUISHER**

There shall be one (1) 2.5 lb. Amerex ABC Extinguisher provided and shipped loose in the chassis cab.

## ANTENNA MOUNTING BASE

There shall be one (1) antenna mounting base(s) with sufficient length of 50 OHM coax cable and weather resistant cap shall be supplied for two-way radios. The mount shall be located on the cab roof in a best fit location determined by the manufacture. The cable shall be routed to the officer's side seat box with enough cable for the customer to route to the instrument panel if needed.

## HELMET RESTRAINTS

No NFPA required helmet restraints will be supplied as the Customer will not store any fire helmets in the cab. All helmets will be stored in the body compartments.

## MUD FLAPS

There shall be no front mud flaps added by the body manufacturer.

## MUD FLAPS

Heavy-duty black rubber mud flaps with manufactures logo shall be provided behind the rear wheels. The mud flaps shall be bolted in place.

== Top/Side Control Midship Pumper - Pump Control - 10.330 05/15/25 ==

## PUMP COMPARTMENT

The complete apparatus pump compartment shall be constructed of a combination of structural tubing and formed sheet metal. The same materials used in the body shall be utilized in the construction of the pump compartment. The structure shall be welded utilizing the same A.W.S. Certified welding procedure as used on the structural body module. These processes shall ensure the quality of structural stability of the pump compartment module.

The pump compartment module shall be separated from the apparatus body with a gap. This gap is necessary to accommodate the flexing of the chassis frame rails that are encountered while the vehicle is in transit so that harmful torsional forces are not transmitted into the structural framework.

## VIBRA-TORQ™ PUMP MODULE MOUNTING SYSTEM

The entire pump module assembly shall be mounted so that it "floats" above the chassis frame rails exclusively with Vibra-Torq™ torsion isolator assemblies to reduce the vibration and stress providing an extremely durable pump module mounting system.

The pump module substructure shall be mounted above the frame to allow independent flexing to occur

between the body and the chassis. Each assembly shall be mounted to the chassis frame rails with steel, gusseted mounting brackets. Each bracket shall be powder coated for corrosion resistance. Each pump compartment mount bracket shall be mounted to the side chassis frame flange with two 5/8"-UNC Grade 8 HHCS.

Each assembly shall have a two-part rubber vibration isolator. The isolator shall be of a specific durometer to carry the necessary loads of the pump module, apparatus body, equipment, tank, water, and hose. The quantity of mounts utilized shall correspond directly to the anticipated weight being supported. Certain assemblies shall also incorporate a torsion spring. Helical coil springs shall be incorporated into specific mounts in tandem with the rubber isolators to minimize the stress absorbed by the body caused from chassis frame rail flexing.

There shall be no welding to the chassis frame rail sides, web or flanges, or drilling of holes in the top or bottom frame flanges between axles. All pump module to chassis connections shall be bolted so that in the event of an accident, the body shall be easily removable from the truck chassis for repair or replacement.

Because of the constant vibration and twisting action that occurs in chassis frame rails and suspension, the torsion mounting system is required to minimize the possibility of premature pump module structural failures. The Vibra-Torq™ body mounting system shall have a twenty (20) year or 100,000 miles limited warranty in accordance with, and subject to, warranty certificate RFW0710.

## PUMP COMPARTMENT WORK LIGHT

One (1) Weldon LED work light model #2631-0000-30 shall be installed in the pump compartment module to illuminate the piping and plumbing components.

The light shall be activated by a weather resistant toggle switch installed inside the pump compartment.

## LEFT SIDE OPERATORS PANEL & PUMP PANEL

The pump operator's panel shall be located on the left side of the apparatus pump compartment. The panel shall be split into an upper and lower section.

The material of the operator's panel shall match that of the overlays and right side panels specified.

The upper panel shall house gauges and controls and be hinged to allow easy access to components. The door shall have a stainless steel hinge, dual point chrome push button latches and a rubber seal provided to prevent excessive moisture from entering or leaving the pump house.

The lower panel on the left side shall be a removable panel attached with mechanical fasteners.

Valve controls shall be immediately adjacent to its respective gauge. The valve controls shall be properly labeled, and color coded for ease of use. All markings shall be permanent in nature.

## VALVE CONTROL - T-HANDLE PULL ASSEMBLY

Unless specified otherwise, the discharge valves shall be controlled from an Innovative Controls side mount valve control assembly. The ergonomically designed handle shall be chrome-plated with recessed areas for name plate and color code. A .75 inch (19.5 mm) diameter hardcoat anodized aluminum control rod and housing shall, together with a stainless spring steel locking mechanism, eliminate valve drift. Teflon impregnated bronze bushings in both ends of the rod housing shall minimize rod deflection, never need lubrication, and ensure consistent long-term operation. The control assembly shall include a decorative chrome-plated panel-mounting bezel. The valve operating mechanism will indicate the position of the valve at all times.

## PUMP PANEL LIGHTS

There shall be adequate illumination provided at the side pump panels with the installation of two (2) brushed stainless steel shielded light assemblies, one (1) on the left and one (1) on the right side pump compartment.

Each shield shall contain the maximum number of lights permitted in the space available for 9.00 inch (21cm) LED tube lights model #RX-15T16-5050-21CM.

There shall also be one directional light Weldon style 9186-23882 Surface Mount series installed to add illumination at the lower pump panel.

## PUMP PANEL LIGHT ACTIVATION

One (1) pump panel light at the operator's panel shall be illuminated at the time the pump is ready to pump and it is "OK TO PUMP". The Pump shift has been completed and the chassis automatic transmission is engaged.

The remaining lights shall be controlled by a switch located on the side operator's panel.

## PUMP COMPARTMENT SERVICE ACCESS

The front portion of the pump compartment structure (directly behind the chassis cab) shall not be overlaid. The outer edges of the pump compartment shall be overlaid with aluminum diamond plate for a pleasing appearance.

## TRANSVERSE PUMP ENGINEER'S COMPARTMENT

There will be a transverse Pump Engineer's compartment ahead of the pump. Theses compartments shall be referred to as PE-L (left side) and PE-R (right side).

The framed door opening on each side shall be approximately 19.00 inches wide and shall be full height. The compartment will be transverse above the frame rails and approximately 25.5 inches deep below the frame rails. The right side floor, as required, will be angled along the back bottom edge for exhaust configuration. The compartment shall be the same width as the main body.

The wall adjacent to the midship mounted pump shall have a removable access panel or panels to allow for servicing of the pump.

The compartment finish of the interior surfaces shall match the body apparatus compartments.

## TRANSVERSE COMPARTMENT FLOOR EXTENSIONS

The floor over the frame, between the left and right side pump engineer's compartments (PE-L and PE-R) shall be extended through the transverse compartment to the door openings creating a full width floor between the doors.

## PUMP ENGINEER'S COMPARTMENT DOOR CONSTRUCTION

The doors shall be a minimum of 2.00 inches (50.80 mm) thick with a return flange on the interior of the door to provide a mounting surface for the attachment of a door liner. Each door will have a weep hole to prevent interior moisture build up.

The door hinges shall be polished 14 gauge 304 stainless steel with a .25 inch (6.35 mm) diameter stainless steel pin. The hinges shall be mounted to provide easy door adjustment in the future without removing the door liner. The vertically hinged doors shall each have a stainless steel spring loaded door holder. Door hinges shall be on the rearward side the compartment.

The door handle shall be polished stainless steel D-ring style that is spring loaded and bidirectional. The latch shall attach to the door assembly without any fasteners penetrating the door skin material, with a rubber gasket provided between the D-ring handle and the door skin. The door latch assembly must be completely enclosed by the door assembly and inner door pan, to prevent damage from shifting equipment carried in the compartment.

The hinged doors shall be a "flush" style to provide a flat appearance of the body side. The body shall form a 2.00 inch (50.80 mm) deep frame on all four sides to receive the door, preventing any door overlap. A clip on rubber gasket shall be mounted on the door frame, providing a tight seal to prevent moisture and debris from entering the compartment.

Lap type doors which utilize an outer lip to provide a weather seal, shall not be acceptable.

## PUMP ENGINEER'S COMPARTMENT DOOR MATERIAL

The Pump Engineer's compartment doors shall be fabricated of 5052 smooth aluminum and finish painted to match the body.

## PUMP ENGINEER'S COMPARTMENT DOOR LINER MATERIAL

The Pump Engineer's compartment doors interior liners shall be fabricated of 5052 smooth aluminum and shall be dual-action sanded finish.

## DOOR OPEN INDICATOR

Each hinged door shall have a magnetic style reed indicator switch. Each switch shall be hermetically sealed rated to 10,000,000 cycles. The reed shall be potted in the contact housing with polyurethane and the housings shall be molded fire retardant ABS plastic. The contact and magnetic housing shall snap-lock in the body material, one (1) on the compartment and one (1) in the door.

If the door is not properly closed and the parking brake is released, it shall activate the hazard light in the cab to warn the crew.

## PUMP ENGINEER'S COMPARTMENT LIGHTING

One (1) LED tube light model #RX-15T16-5050, of maximum length available to fit the opening, shall be installed in each side of the engineer's compartment. The tube light shall be centered vertically along the forward side of the door framing.

The light in each compartment shall be on a separate circuit, turning on only those lights that have open compartment doors.

## RIGHT SIDE PUMP PANELS STYLE

There shall be two (2) pump panels on the right side of the pump compartment, one (1) upper and one (1) lower. Each panel shall be accessible by a quick-release mechanical type latch, closing against a door seal. Both panels shall be easily removed for access to the pump for service.

## RIGHT & LEFT SIDE BRUSHED STAINLESS STEEL PANELS & OVERLAYS

The panels for the pump compartment on the left and right side shall be made from 16 gauge "Brushed Stainless Steel" capable of withstanding the conditions and effects of extreme weather and temperature changes.

The tubular structure shall be overlaid on each side of the pump compartment underneath the access panels and shall be made of "Brushed Stainless Steel".

## RUNNING BOARDS

The pump compartment running boards shall be made of a structural tubular framework. The tubular frame supports all loads by transmitting the loads through the pump compartment structure directly to the chassis frame rails.

The running boards shall be independent of the apparatus body and shall be integrated to the pump compartment structure only, eliminating any pump compartment to body interference. This is essential in keeping a truly 'modular' configuration. Slip-resistant abrasive adhesive materials shall be applied to the top surface of the running board framework to provide a suitable stepping surface where applicable.

## EMBOSSED ALUMINUM DIAMOND PLATE OVERLAYS

The side running boards shall have a .188 inch (4.76 mm) embossed aluminum diamond plate overlays installed. The stepping areas shall be as large as possible, overlapping the perimeter of the running board structure.

## CLASS 1 TPG PRESSURE GOVERNOR

There shall be a Class 1 TPG pressure governor kit provided and installed with the apparatus.

The pressure governor shall be connected to the engine control module mounted on the engine and operate as a pressure sensor regulating governor (PSG) utilizing the engine's J1939 data for optimal resolution and response when supported by the engine manufacturer. If J-1939 engine control is not supported, then analog remote throttle control shall be provided by the "TPG". The "TPG" shall function as a master pump discharge and intake gauge.

The TPG shall utilize control algorithms that minimize pressure spikes during low or erratic water supply situations. The "TPG" shall be backwards compatible to any engine that supplies J1939 RPM, temperature and oil pressure information providing the ability to maintain a consistent fleet fire-fighting capability and reduce operator cross training and confusion.

The "TPG" shall have the ability to use either a 300 PSI or a 600 PSI discharge pressure transducer and a 300 PSI intake pressure transducer. PSG system diagnostics shall be built in and accessible by technicians. Programmable presets for RPM and pressure settings shall be easily configurable. The straightforward menu structure shall allow the "TPG" configuration to match existing apparatus operation as closely as possible.

The following indications shall be provided:

Battery Voltage
Engine RPM
Engine oil pressure and engine/transmission temperature w/audible alarm.
J1939 CAN bus for engine information, requiring no additional sensors.
Monitor and Alpha -numeric display.
J1939 broadcast warnings for the alarm as a standard and allow the "user" to select warning values if SOP's dictate.

## INTAKE PRESSURE RELIEF VALVE

A Task Force Tips model #A18XX pressure relief valve shall be provided. The valve shall have an easy to read adjustment range from 90 to 300 PSI with easy to read 90, 125, 150, 200, 250, 300 psi settings and an "OFF" position. Pressure adjustment can be made utilizing a ¼" hex key, 9/16" socket or 14mm socket.

For corrosion resistance the cast aluminum valve shall be a hardcoat anodized with a powder coat interior and

exterior finish. The valve shall meet NFPA, Standard for Automotive Fire Apparatus, requirements for pump inlet relief valves. The unit shall be covered by a five year warranty. The valve shall be preset at 125 PSI (860 kPa) suction inlet pressure, unless otherwise shop noted. The valve shall be installed inside the pump compartment where it will be easily accessible for future adjustment. The excess water shall be plumbed to the atmosphere and shall dump on the opposite side of the pump operator.

For normal pumping operations, the relief valve shall not be capped and there shall be a placard stating "DO NOT CAP" installed.

**MASTER GAUGES**

An (Innovative Controls) TC Series nominal 4.00 inch gauge shall be supplied for the master intake and master discharge gauges.

A KEM-X socket saver diaphragm, located in the stem, eliminates freeze-up by preventing water from entering and/or clogging the gauge internals while containing a low temperature instrument oil that fills and protects the socket and the bourdon tube.

The molded glass-filled Nylon 66 case will not corrode and includes a scratch-resistant molded polycarbonate lens with O-ring seal. The gauge shall withstand pressures up to 100psi over gauge range with operation from –40° F to +160°F.

**GAUGE SCALE**

The master intake gauge shall be marked for a reading from -30 to 400 PSI and the master discharge shall be marked for reading a discharge pressure of 0 to 400 PSI.

**GAUGE FACE COLOR**

Each gauge shall have black markings on a white face.

**TESTING PORTS**

Test port connections for pressure and vacuum shall be provided at the pump operator's panel. One (1) shall be connected to the intake side of the pump, and the other to the discharge manifold side of the pump.

Each port shall have 0.25 inch (6.35 mm) standard pipe thread connection and be manufactured of non-corrosive polished stainless steel or brass plugs.

**TANK LEVEL GAUGE**

An Innovative Controls SL Plus Tank Monitor System model number 3030796-01, with a Spartan bezel, shall be installed. The system shall include an electronic display module, a pressure transducer-based sender unit, and the necessary wiring with water-tight plug terminations.

The display module shall show the volume of water in the tank using 16 super bright easy-to-see LEDs. Tank level indication shall be achieved by the use of 4 horizontal rows of LEDs. Full and near-full levels shall be indicated with the illumination of all 4 rows of LEDs, including the illumination of the top row of 4 green LEDs. Tank levels between ½ and ¾ full shall be indicated with the illumination of the bottom 3 rows of LEDs, including the illumination of the top row of 4 blue LEDs. Tank levels between ¼ and ½ full shall be indicated with the illumination of the bottom 2 rows of LED's including the illumination of the top row of 4 amber LEDs. Tank levels between ¼ full and near empty shall be indicated with the illumination of the bottom row of 4 red LEDs only. Tank levels between near empty and empty shall be indicated by flashing the bottom row of 4 red LEDs.

A wide-angle polycarbonate diffusion lens in front of the LEDs create a 180 degree viewing angle. The electronic display module shall be waterproof and shock resistant being encapsulated in a urethane-based potting compound. The potted display module shall be mounted to a chrome plated panel-mount bezel with a durable easy-to-read polycarbonate insert featuring blue graphics and a water icon.

All programming functions shall be accessed and performed from the front of the display module. The programming includes manual or self-calibration and networking capabilities to connect remote slave displays. Low tank level warnings shall include flashing red LEDs starting below the ¼ level, down-chasing LEDs when the tank is almost empty.

The display module shall receive an input signal from a pressure transducer. This stainless steel sender unit shall be installed on the outside of the water tank near the bottom. All wiring, cables and connectors shall be waterproof without the need for sealing grease.

## CAB MOUNTED WATER TANK INDICATOR

One (1) Innovative Controls SL Series 4 LED mini water level gauge shall be provided and installed in the cab visible to the driver. The gauge shall be a small readout, consisting of four (4) lights.

## TANK LEVEL GAUGE LOCATION

The tank level readouts shall be located on center console panel.

## PUMP COMPARTMENT TOP OVERLAY

The top cap of the pump compartment shall be overlaid with materials of a non-slip .188 inch (4.76 mm) embossed aluminum diamond plate.

## DUNNAGE AREA

A single wall .125 inch (3.18 mm) aluminum diamond plate dunnage area shall be provided above the pump house compartment for equipment mounting and storage space.

The dunnage area shall be as wide as possible from side to side, and as deep as allowed with the available space.

## LED PUMP HOUSE DUNNAGE LIGHTING

One (1) OnScene Solutions "Access" Series 9.00 inch (228.60 mm) light with a polished mounting bezel shall be installed to illuminate the pump house dunnage area.

The light shall activate with the pump panel lights.

## PUMP HOUSE DUNNAGE LIGHTING LOCATION

The pump house dunnage lighting specified above shall be located as high as possible on the rearward wall in the dunnage area.

== Top/Side Control Midship Pumper - Plumbing - 10.330 05/15/25 ==

## MIDSHIP PUMP

The pump shall have a capacity of 1250 gallons per minute, measured in U.S. Gallons. The pump shall be a Waterous model CSU, single stage midship pump.

The pumps impellers shall be bronze with double suction inlets, accurately balanced (mechanically and hydraulically), of mixed flow design with reverse-flow, labyrinth-type, wear rings that resist water bypass and loss of efficiency due to wear. The impeller shall have flame plated hub to assure maximum pump life and efficiency despite the presence of abrasive particles, such as fine sand, in the water being pumped. The wear rings shall be bronze and easily replaceable to restore original pump efficiency and eliminate the need for replacing the entire pump casing due to wear.

Pump casing shall be close grained gray iron, bronze fitted and horizontally split in two sections for easy removal of entire impeller assembly, including wear rings, without disturbing setting of pump in chassis or pump piping. The pump, for ease and rapid servicing in the future, shall have the separable impeller shaft which allows true separation of transmission or pump without disassembly or disturbing the other component. This shall be accomplished by using a two piece shaft. This feature will allow field service to accomplish in much less time since each component (pump or transmission) can be repaired independently. The impeller shaft shall be stainless steel, accurately ground to size and polished. Shaft shall be supported at each end by ball type oil grease lubricated bearings. Sleeve bearings or bushings will not be acceptable. The bearings shall be protected from water at each end of the impeller shaft.

The discharge manifold shall be cast as an integral part of the pump body assembly and shall provide at least three full 3.50 inch openings for ultimate flexibility in providing various discharge outlets for maximum efficiency and shall be located as follows: one outlet on the right side of the pump body, one outlet on the left side of the pump body, and one outlet directly on top of the pump discharge manifold.

The entire pump shall be cast, manufactured and tested at the pump manufacturer's factory. The pump transmission housing shall be high strength aluminum, three pieces and horizontally split. Power transfer to the pump shall be through a Morse Hy-Vo drive chain. Chain shall be pressure lubricated through oil pump. Chain sprockets shall be cut from carbonized, hardened alloy steel. Spur gears will not be acceptable.

The drive shafts shall be 2.35 inches in diameter, made of hardened and ground alloy steel. All shafts shall be ball bearing supported. Case shall be designed to eliminate the need of water cooling.

The entire pump, both suction and discharge passages, shall be hydrostatically tested to a pressure of 600 PSI. A certificate documenting this test shall be provided with the completed apparatus. The pump shall be fully tested at the pump manufacturer's factory to the performance requirements as outlined by the latest NFPA, Standard for Automotive Fire Apparatus. The pump shall be free from objectionable pulsation and vibration.

The pump shall be the Class "A" type and shall deliver the percentage of rated discharge at pressures indicated below.

100% of rated capacity at 150 PSI net pump pressure.
100% of rated capacity at 165 PSI net pump pressure.
70% or rated capacity at 200 PSI net pump pressure.
50% of rated capacity at 250 PSI net pump pressure.

**PUMP WARRANTY**

Waterous Co shall provide a limited manufacturer's pump warranty to be free from defects, under normal use and service, for a period of seven (7) years from the date placed into service.

**PUMP SEALS**

The pump shall be equipped with self-adjusting, maintenance free mechanical shaft seals that shall not require manual adjustment. These seals shall be designed in a manner that they will remain functional enough to permit continued use of the pump in the unlikely event of a seal failure.

**PUMP SHIFT**

The drive unit shall be provided with an air pump shift system. The control valve shall be a spring loaded guard lever that locks in "Road" or "Pump" mode. The pump shift shall be located by the transfer case PTO switch.

To the left of the pump shift control, there shall be two indicator lights to show the position of the pump when the control is moved to "Pump" position. A green light shall be energized when the pump shift has been completed and shall be labeled "PUMP ENGAGED"; a second green light shall be labeled "OK TO PUMP" energized when both the pump shift has been completed and the chassis automatic transmission is engaged.

**A third green indicator light shall be installed adjacent to the throttle on the pump operator's panel. This**

**light shall be labeled "Throttle Ready".**

**In addition to this indicator light, an additional indication shall be provided to the pump operator at the panel when the pump is ready to pump. This additional indication shall be that one (1) of the operator's panel illumination lights will only activate when the "OK TO PUMP" indicator is lit.**

## AIR PUMP SHIFT LOCATION

The pump shift shall be mounted in the "best fit" location as determined by the apparatus manufacture.

## AIR PRIMER SYSTEM

The priming system shall be a Trident Emergency Products compressed air powered high efficiency, multi-stage, venturi based Air Prime System.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction. A single panel mounted control will activate the priming pump and open the priming valve to the pump.

The priming components shall be mounted above the highest priming point on the suction side of the pump to permit air removal and allow for drainage. The primer shall also automatically drain when the panel control actuator is not in operation. The inlet side of the primer shall include a brass 'wye' type strainer with removable stainless steel fine mesh strainer to prevent entry of debris into the primer body.

The system shall employ an 80 PSI (5.5 bar) pressure protection valve, located on the chassis auxiliary air tank.

The primer shall be covered by a five (5) year parts warranty.

## PRIMER CONTROL

There shall be one (1) push button control to actuate the primer control valve at the operator's panel.

## MAIN PUMP INLET-LEFT SIDE

A 6.00 inch (150 mm) pump manifold inlet shall be provided on the left side of the pump. The inlet shall protrude up to 2.00 inches (50 mm) away from the side panel and maintain a low connection height.

The main pump inlet shall have National Standard Threads and includes a removable screen designed to provide cathodic protection for reducing deterioration in the pump.

## 6" CHROME PLATED CAP

There shall be one (1) 6.00 inch (150 mm) long handled chrome plated cap installed on the Steamer Inlet.

The cap shall be National Standard Thread.

**MAIN PUMP INLET-RIGHT SIDE**

A 6.00 inch (150 mm) pump manifold inlet shall be provided on the right side of the pump. The inlet shall protrude up to 2.00 inches (50 mm) away from the side panel and maintain a low connection height.

The main pump inlet shall have National Standard Threads and includes a removable screen designed to provide cathodic protection for reducing deterioration in the pump.

**6" CHROME PLATED CAP**

There shall be one (1) 6.00 inch (150 mm) long handled chrome plated cap installed on the Steamer Inlet.

The cap shall be National Standard Thread.

**K3 TURBO DRIVE UHP**

A K3 water turbo drive ultra high pressure unit shall be provided and installed and plumbed to a high pressure reel located on the floor of the compartment at the rear of the apparatus (B-) complete with 100' of high pressure hose.

TurboDrive 20™ - 20 gpm Truck mount UHP Module with 2.50 inch Discharge capable of 270 gallons per minute @ 160psi (not to exceed 170psi). Discharge to be controlled at the Pump Operator's Panel.

The K3 turbo drive UHP shall be mounted and installed in the upper body dunnage mounted on a removable plate to manufacturers specifications.

**MASTER DRAIN VALVE**

A Trident manifold type drain valve shall be installed in the pump compartment. All pump drains shall be connected to the master drain valve. The drain valve shall be controlled from the left side lower pump house sill. The control shall be a hand wheel knob marked "open" and "closed".

The drain shall be located such that it shall not interfere with pumping operations or function such as soft suction hoses, etc. nor shall it protrude past the outer edge of the apparatus, to prevent damage to the valve.

In some cases, it is necessary to locate the master drain in a secondary location to ensure proper draining. If no lower or vertical sill exists, the drain shall be located below the bottom outside edge of the hose body near the forward most corner on the driver's side hose body. The drain shall not protrude past the outer edge of the body, thus preventing damage to the valve.

**PUMP COOLING LINE**

There shall be a .38 inch (9.5 mm) line running from the pump to the water tank to assist in keeping the pump water from overheating. A valve shall be installed on the operator's panel.

## PUMP ANODES

Two (2) pump anodes shall be installed in the pumping system, one (1) on the discharge side and one (1) on the suction side, to prevent damage from galvanic corrosion within the pump system.

## STAINLESS STEEL PLUMBING

All auxiliary suction and discharge plumbing related fittings, and manifolds shall be fabricated with a minimum of 3.00 inch (77 mm), or greater as required by design, schedule 10 stainless steel pipe; brass or high pressure flexible piping with stainless steel couplings. Galvanized components and/or iron pipe shall NOT be accepted to ensure long life of the plumbing system without corrosion or deterioration of the waterway system. Where waterway transitions are critical (elbows, tees, etc.), no threaded fittings shall be allowed to promote the smooth transition of water flow to minimize friction loss and turbulence. All piping components and valves shall be non-painted, unless otherwise specified. All piping welds shall be wire brushed and cleaned for inspection and appearance.

The high pressure flexible piping shall be black SBR synthetic rubber hose with 700 PSI working pressure and 1200 PSI burst pressure for flexible piping sizes 1.50 inches (38 mm) through 4.00 inches (100 mm). Sizes .75 inch (19 mm), 1.00 inch (25 mm) and 5.00 inches (125 mm) are rated at 250 PSI working pressure and 1000 PSI burst pressure. All sizes are rated at 30 in HG vacuum. Reinforcement consists of two plies of high tensile strength tire cord for all sizes and helix wire installed in sizes 1.00 inch (25 mm) through 5.00 inches (125 mm) for maximum performance in tight bend applications. The material has a temperature rating of -40 degrees Fahrenheit to +210 degrees Fahrenheit.

The stainless steel full flow couplings are precision machined from high tensile strength stainless steel. All female couplings are brass. Mechanical grooved and male .75 inch (19 mm) and 1.00 inch (25 mm) couplings are brass. A high tensile strength stainless steel ferrule with serrations on the I.D. is utilized to assure maximum holding power when fastening couplings to hose.

## PUMP HOUSE LINE PROTECTION

All drain lines for the discharges, suctions, ABS discharge gauge lines and any other appropriate connections in the pump house area shall have a protective cover provided on the lines in the required areas of the lines to prevent the lines from rubbing on any other components in the pump house area.

All drain lines, ABS lines, high pressure discharge lines and electrical wiring in the pump house area shall be properly and neatly routed, wire tied, and rubber coated "P" clamped, to keep the items secured.

## PLUMBING TERMINATION SECUREMENT

All plumbing termination caps and plugs for intakes and discharges, shall be secured by a chain.

## DRAIN VALVES

An Innovative Controls 3/4" quarter turn drain valve shall be included on each discharge, gated intake, and steamer valve (if applicable). A side stem, long stroke chrome plated lift handle shall be provided on the drain valve to facilitate use with a gloved hand. The drain valve shall have an ergonomically designed handle with a recessed verbiage tag area easily read by the operator before opening.

The drain valve shall be connected to the valve with a flexible hose that is routed in such a manner as to assure complete drainage to below the apparatus.

## FOAMPRO 1600

The apparatus shall be equipped with an electronic, fully automatic, variable speed, direct injection, and discharge side foam proportioning system. The system shall be capable of handling Class A foam concentrate. The foam proportioning operation shall be based on direct measurement of water flows and remain consistent within the specified flows and pressures. System must be capable of delivering accuracy to within 5% of calibrated settings over the advertised operation range when installed according to factory standards. The system shall be equipped with a control module suitable for installation on the pump panel. Incorporated within the motor driver shall be a microprocessor that receives input from the system flowmeter, while also monitoring foam concentrate pump output. This compares values to ensure that the operator's preset is proportional to the amount of foam concentrate injected into the discharge side of the fire pump.

A paddlewheel-type flowmeter shall be installed in the discharge system specified to be "foam capable." The flow meter shall be mounted in a manifold providing accurate water flow readings from 20-750 gpm and operate up to 900 gpm. A simulated flow feature shall be incorporated into the motor driver to simulate an approximate flow value of 100 gpm. This feature is to be engaged or disengaged with a momentary switch and will automatically disengage when the main system switch is turned off.

The control module shall enable the pump operator to:
Activate the foam proportioning system
Select proportioning rates from 0.1% to 1.0%
See a "low concentrate" warning light flash when the foam tank runs low. In two minutes, if foam concentrate is not added to the tank, shut the foam concentrate pump down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity shall be from 0.1 gpm (0.38 L/min) to 1.7 gpm (6.4 L/min) at 200 psi (13.8 BAR) with a maximum operating pressure up to 400 psi (27.6 BAR). The pump shall have the capability to draw 3 feet of lift. The system will draw a maximum of 30 amps @ 12 VDC. The motor shall be controlled by the microprocessor (mounted to the base of the pump). It shall receive signals from the control module and power the 1/3 hp (.25 Kw) electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream. A full flow check valve shall be provided in the discharge piping to prevent foam contamination of fire pump and water tank. A 12 psi (.83 BAR) opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:
Operator control module
Paddlewheel flowmeter
Pump and electric motor/motor driver
Wiring harnesses
Low level tank switch
Foam injection check valve
Main waterway check valve

**FOAM SYSTEM TESTING**

The apparatus foam system shall be tested, and the Water Flow meter shall be certified by the manufacturer prior to delivery.

**FOAM SYSTEM SUPPLY**

The system shall be supplied by a single foam tank that shall be monitored by the control display. The display shall flash a "low concentrate" warning for two minutes when the foam tank runs low. In the event that no additional concentrate is added to the tank, the foam concentrate pump shall be deactivated.

**FOAM TANK**

A 10 gallon foam tank with square hinged lid, equipped with a hold down device shall be installed and plumbed with non-corrosive piping to the foam system. The fill tower shall be approximately 10.00 inch by 10.00 inch.

A label shall be affixed to the foam tank fill indicating: "WARNING" Class A (or B) foam tank fill, do not mix brands or types of foam.

Each foam tank shall be integral with the booster water tank provided.

**FOAM TANK DRAIN**

There shall be a 1.00 inch (25.4 mm) quarter turn drain valve installed to drain the foam tank. The valve shall be installed in the pump house with a drain line extended to the side running board.

The drain line shall be labeled "FOAM DRAIN".

**FOAM SYSTEM ACCESS DOOR**

There shall be a small door installed on the right side of the pump house to allow ease of accessibility to the foam system control valves.

The door shall be vertically hinged and secured with a push-button style latch.

A label shall be permanently affixed indicating "FOAM ACCESS".

**FOAM LEVEL GAUGE**

An Innovative Controls SL Plus Tank Monitor System model number 3030796-02, with a Spartan bezel, shall be installed. The system shall include an electronic display module, a pressure transducer-based sender unit, and the necessary wiring with water-tight plug terminations.

The display module shall show the volume of foam in the tank using 16 super bright easy-to-see LEDs. Tank level indication shall be achieved by the use of 4 horizontal rows of LEDs. Full and near-full levels shall be indicated with the illumination of all 4 rows of LEDs, including the illumination of the top row of 4 green LEDs. Tank levels between ½ and ¾ full shall be indicated with the illumination of the bottom 3 rows of LEDs, including the illumination of the top row of 4 blue LEDs. Tank levels between ¼ and ½ full shall be indicated with the illumination of the bottom 2 rows of LED's including the illumination of the top row of 4 amber LEDs. Tank levels between ¼ full and near empty shall be indicated with the illumination of the bottom row of 4 red LEDs only. Tank levels between near empty and empty shall be indicated by flashing the bottom row of 4 red LEDs.

A wide-angle polycarbonate diffusion lens in front of the LEDs create a 180 degree viewing angle. The electronic display module shall be waterproof and shock resistant being encapsulated in a urethane-based potting compound. The potted display module shall be mounted to a chrome plated panel-mount bezel with a durable easy-to-read polycarbonate insert featuring blue graphics and a water icon.

All programming functions shall be accessed and performed from the front of the display module. The programming includes manual or self-calibration and networking capabilities to connect remote slave displays. Low tank level warnings shall include flashing red LEDs starting below the ¼ level, down-chasing LEDs when the tank is almost empty.

The display module shall receive an input signal from a pressure transducer. This stainless steel sender unit shall be installed on the outside of the foam tank near the bottom. All wiring, cables and connectors shall be waterproof without the need for sealing grease.

**REAR INLET**

There shall be one (1) gated suction inlet with .75 inch (19mm) bleeder installed on the rear of the apparatus with the following specified components.

**INTAKE VALVE**

A 2.50 inch (65 mm) Akron Brass 8000 series 'electric valve' with stainless steel ball.

**STYLE 9333 VALVE CONTROLLER**

The controller shall be an Akron Brass Style 9333 Navigator Pro™ 2.0 Valve Controller. The electric controls must be of true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well as an optional one touch full open feature to operate the actuator. Two additional buttons shall be available to be used for preset selection, preset activation and menu navigation. The controller must have up to three preset locations that can be user set and easily recalled upon each use. The unit must be capable of being used in conjunction with at least two additional displays to control one valve. The unit must provide position indication through a full color backlit LCD display. The display shall be a full color LCD display with a backlight. It shall have manual adjustment of the brightness as well as an auto-dimming option. The unit must carry a five year warranty.

**INTAKE PLUMBING**

The plumbing shall consist of 2.50 inch (65 mm) high pressure vapor hose, stainless steel couplings and/or stainless steel piping, and shall incorporate a manual drain control installed below the pump area for ease of access.

**SUCTION/INTAKE TERMINATION**

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST swivel female straight adapter with screen

One (1) 2.50 inch (65 mm) self-venting plug.

**INLET LOCATION**

The rear suction inlet shall be located on the left rear of the apparatus.

**LEFT SIDE INLET**

There shall be one (1) gated suction inlet with .75 inch (19mm) bleeder installed on the left side of the apparatus with the following specified components.

**INTAKE VALVE**

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with stainless steel ball.

**INTAKE VALVE CONTROL**

The intake control valve shall be a 'swing out type' direct operation manual lever actuator at the valve.

**INTAKE PLUMBING**

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed

below the pump area for ease of access.

**SUCTION/INTAKE TERMINATION**

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST swivel female straight adapter with screen

One (1) 2.50 inch (65 mm) self-venting plug.

**INLET LOCATION**

The inlet shall be located on the pump panel in the forward position.

**RIGHT SIDE INLET**

There shall be one (1) gated suction inlet with .75 inch (19mm) bleeder installed on the right side of the apparatus with the following specified components.

**INTAKE VALVE**

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with stainless steel ball.

**INTAKE VALVE CONTROL**

The intake control valve shall be a 'swing out type' direct operation manual lever actuator at the valve.

**INTAKE PLUMBING**

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

**SUCTION/INTAKE TERMINATION**

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST swivel female straight adapter with screen

One (1) 2.50 inch (65 mm) self-venting plug.

**INLET LOCATION**

The inlet shall be located on the pump panel in the forward position.

## LEFT SIDE DISCHARGE

There shall be two (2) gated discharges installed on the left side of the apparatus with the following specified components.

## DISCHARGE VALVE

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

## DISCHARGE VALVE CONTROL

The control valve shall be a 'swing out type' direct operation manual lever actuator at the valve.

## DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

## DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.50 inch (65 mm) Male NST adapter

One (1) 2.50 inch (65 mm) NST female swivel by male with 30 degree polished elbow

One (1) 2.50 inch (65 mm) female self-venting cap.

## RIGHT SIDE DISCHARGE

There shall be one (1) gated discharge installed on the right side of the apparatus with the following specified components.

## DISCHARGE VALVE

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

## DISCHARGE VALVE CONTROL

The discharge shall be controlled from the pump operator's panel location.

## DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed

below the pump area for ease of access.

**DISCHARGE TERMINATION**

The discharge termination shall include the following components:

One (1) 2.50 inch (65 mm) Male NST adapter

One (1) 2.50 inch (65 mm) NST female swivel by male with 30 degree polished elbow

One (1) 2.50 inch (65 mm) female self-venting cap.

**RIGHT SIDE MASTER DISCHARGE**

There shall be one (1) master discharge installed on the right side of the apparatus provided with the following specified components.

**DISCHARGE VALVE**

A 3.00 inch (77 mm) Akron Brass 8000 series slo-cloz swing-out valve with a stainless steel ball.

**DISCHARGE VALVE CONTROL**

The discharge shall be controlled from the pump operator's panel location.

**DISCHARGE PLUMBING**

The plumbing shall consist of 4.00 inch (100 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

**DISCHARGE TERMINATION**

The discharge termination shall include the following components:

One (1) 4.00 inch (100 mm) NST adapter

One (1) 4.00 inch (100 mm) NST female swivel by 5.00 inch (125 mm) Storz with 30 degree elbow

One (1) 5.00 inch (125 mm) Storz to 2.50 inch (65 mm) male NST adapter

One (1) 2.50 inch (65 mm) cap.

**LEFT REAR DISCHARGE**

There shall be one (1) gated discharge installed on the left rear of the apparatus with the following specified components.

**DISCHARGE VALVE**

A 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

**DISCHARGE VALVE CONTROL**

The discharge shall be controlled from the pump operator's panel location.

**DISCHARGE PLUMBING**

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

**DISCHARGE TERMINATION**

The discharge termination shall include the following components:

One (1) 2.50 inch (65 mm) Male NST adapter

One (1) 2.50 inch (65 mm) NST female swivel by male with 30 degree polished elbow

One (1) 2.50 inch (65 mm) female self-venting cap.

**CROSSLAY AREA**

The crosslay hose beds shall be located in the forward upper portion of the pump compartment behind the engineer's compartment.

The crosslay area shall span the entire width of the apparatus pump module. Removable flooring shall be provided in the hose bed area for drainage.

**DOUBLE STACK CROSSLAYS**

The crosslay area shall be constructed with a minimum of 25.00-inch (635mm) approximate depth for laying a double stack of each hose size as specified below.

Chiksan swivels shall be installed just below the floor of each crosslay bed just high enough for hose couplings to be accessed and tightened on to chiksans. Chiksan swivels shall swing from left to right to allow attached hose to be deployed from either side.

**ADJUSTABLE CROSSLAY DIVIDERS WITH HAND HOLD CUTOUTS**

Each crosslay divider, acting as a hose bed separator, shall be fabricated of .25-inch smooth aluminum. Each divider shall be adjustable from side to side and be of full length. Each divider shall have a vertical hand hold cutout provided at each end.

**1 3/4" CROSSLAY**

A crosslay with the following specified components shall be provided for up to 200 feet (60 m) of 1.75 inch (44.4 mm) hose.

There shall be a total of two (2) provided.

**DISCHARGE VALVE**

A 2.00 inch (50 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

**DISCHARGE VALVE CONTROL**

The discharge shall be controlled from the pump operator's panel location.

**DISCHARGE PLUMBING**

The plumbing shall consist of 2.00 inch (50 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

**DISCHARGE TERMINATION**

The discharge termination shall include the following components:

One (1) 2.00 inch (50 mm) NPT x 1.50 inch (38 mm) NST brass chiksan swivel

**DISCHARGE CAPABILITY**

Two (2) discharge(s) shall be foam capable.

**CROSSLAY COVER**

The crosslay hose bed area shall have a .188 inch (4.76 mm) embossed aluminum diamond plate cover installed. The cover shall be installed to provide a solid surface over all bays. The cover shall be attached with a full length piano style hinge. When opened, the diamond plate cover shall rest upon rubber bumpers, or an equivalent protective type stop to eliminate marring or scratching of other apparatus body work.

**CROSSLAY END COVERS**

The crosslay hose bed area shall have a vinyl cover installed at each end of the crosslay area. The covers shall be held in place by an extrusion at the top of crosslay opening and shall include shock cord passing through brass grommets. Hooks shall be installed at the lower corners to secure the cover to the apparatus.

**CROSSLAY SIDE COVERS COLOR**

The crosslay hose bed side covers shall be red in color.

**CROSSLAY ROLLERS**

Stainless steel hose roller guides shall be installed at the bottom and side openings on each side of the crosslay hose bed area. The rollers shall aid in hose deployment and reduce the chaffing of the hose jacket on the edges of the bay area.

**LED CROSSLAY HOSE BED FLOOD LIGHT**

There shall be one (1) 6.00 inch LED Unity deck light model #BG-S-P46WLC with clear LED wide flood lamp provided and installed on the pump compartment to the driver's side to illuminate the crosslay hose bed area.

The light shall have a heavy duty chrome finish and rotate 360 degrees horizontally and 180 degrees vertically. The lamp shall be 12V with 2,730 candle power 50,000 hours of lamp life.

**CROSSLAY LIGHT ACTIVATION**

The crosslay light shall be activated when the park brake is set.

**DECK GUN MONITOR WATERWAY**

There shall be one (1) deck gun monitor waterway installed on the apparatus with the following components.

**DISCHARGE VALVE**

A 3.00 inch (77 mm) Akron Brass 8000 series slo-cloz swing-out valve with a stainless steel ball.

**DISCHARGE VALVE CONTROL**

The discharge shall be controlled from the pump operator's panel location.

**DELUGE PLUMBING**

The deluge waterway shall consist of 3.00 inch (77 mm) piping and shall be drained with an auto-drain located at the lowest point of the waterway plumbing if required.

**DELUGE PIPE LOCATION**

The deluge pipe shall be located up through the pump compartment, at the center location.

**PORTABLE MONITOR PACKAGE**

A Task Force Tips Crossfire model #XFC-62 portable lightweight monitor package shall be provided with the apparatus.

The package shall be configured as follows:

**TELESCOPING MONITOR PIPE**

One (1) Task Force Tips model #XG12VL-XL manually telescoping waterway shall be provided with the apparatus.

The waterway shall be capable of being lowered to deck level (or into a monitor well) for storage and transportation and shall be capable of being raised to an extended height of 12.00 inch (304.79 mm) by lifting a quick release latch located at the base of the extension tube. This latching device shall be capable of locking the waterway in either the raised or lowered position while maintaining the ability to horizontally rotate the monitor device 360 degrees.

If the extend-a-gun is not properly stowed and the transmission is placed into drive or reverse mode with the parking brake released, it shall activate the hazard light in the cab to alert the crew.

The aluminum riser shall have a 3.00 inch (77 mm) waterway; hardcoat anodized finish and be furnished with a 3.00 inch (77 mm) Victaulic inlet and a Task Force Tips Crossfire coupling outlet. The riser shall utilize two brackets to securely mount the Extend-A-Gun telescoping waterway.

**BRACKET SET EXTEND-A-GUN**

One (1) Task Force Tips model #XGB-33 bracket set shall be provided with the apparatus.

The set shall include two saddle brackets and is designed to securely mount the Extend-A-Gun telescoping waterway.

**MONITOR BASE**

One (1) Task Force Tips Safe-Tak 1250, model #XFH-2NJ portable monitor base shall be provided.

The monitor base shall include a Safe-Tak, spring loaded butterfly valve designed to rapidly reduce the water flow by 90 percent in the event that contact with the ground is lost. The device shall include an integral carrying handle, four folding stainless steel legs with replaceable tungsten carbide spikes and an anchoring strap attached to a protective cap designed to be stored inside the waterway. The butterfly valve shall have a reset handle located near the inlet to allow the water flow to be reestablished once the base is properly stabilized.

The base shall be constructed from hardcoat anodized aluminum and have a red powder coat interior and exterior finish. The inlet shall be configured with two (2) 2.50 inch (65 mm) female NH swivel rocker lug couplings. The components shall be covered by a five-year warranty.

**MONITOR TOP**

One (1) Task Force Tips Crossfire, model #XFT-NJ portable monitor top shall be provided.

This top only portion with quick release swivel joint shall be designed for use on truck mounted risers and TFT Safe-Tak or Stow-A-Way 800 series portable bases. The monitor shall include safety devices that include a locking button which locks the quick release lever when monitor is pressurized, and a 1/4 turn rotational lever lock that secures the horizontal rotation and provides a visual indication that the monitor rotation is locked. For corrosion resistance the monitor shall be constructed from hardcoat anodized aluminum with a red powder coat interior and exterior finish.

The monitor shall have a 3-1/4" waterway for delivery of up to 1250 GPM with low friction loss. Vertical elevation shall be controlled through use of a handwheel controlled stainless steel worm gear which allows full travel to the safety stop point of 35 degrees above horizontal with seven rotations of the wheel. When positioned on a truck mounted riser the monitor shall be able to be used below the 35 degree stop point through release of the spring loaded safety pin.

The monitor shall have an automatic drain valve. An automatic drain to remove remaining water and avoid freezing shall be included. Integral stainless steel stream straightener and pressure gauge shall be included.

The monitor shall be configured with a Crossfire inlet and 2.50 inch (65 mm) male NH outlet. The unit shall be covered by a five-year warranty.

**STORAGE BRACKET**

One (1) Task Force Tips model #XF-B storage bracket shall be provided.

The bracket shall be constructed from stainless steel include a quick release retention strap and be designed for horizontal or vertical installation. The bracket is designed for storage of the Task Force Tips Crossfire SAFE-TAK and STOWAWAY 800 series portable monitor base with or without monitor top attached. The unit shall be covered by a five-year warranty.

**The storage bracket shall be shipped loose with the apparatus.**

**NOZZLE MASTER STREAM**

One (1) Task Force Tips model #M-R1000-NJ automatic master stream nozzle shall be provided.

The nozzle shall be designed for use on monitors, ladder pipes, deluge guns and aerial platforms. For corrosion resistance the nozzle shall be constructed for lightweight hardcoat anodized aluminum.

The nozzle shall have a flow capability of 150 to 1000 GPM at a constant pressure rating of 100 PSI. A UV resistant rubber bumper with integral teeth designed to produce a finger free fog pattern shall be included. A halo ring shall be included to assist with stream shape control. The nozzle shall be suitable for foam solution application and designed to accept the Task Force Tips FJ-LX-M low expansion air aspirating attachment. The nozzle shall be configured with a 2.50 inch (65 mm) female NH swivel rocker lug coupling.

**MASTER STREAM STACK TIP SET**

One (1) Task Force Tips model #MST-4NJ smooth bore stacked tip set shall be provided.

The tip set shall be constructed from hardcoat anodized aluminum alloy. The set shall consist of four (4) tips with the base tip having a 2.50 inch (65 mm) female NH swivel inlet and 2.00 inch (50 mm) outlet. The other tip sizes shall be 1.75 inch (45 mm), 1.50 inch (38 mm) and 1.375 inch (34 mm). Each tip shall be laser engraved with a flow/pressure chart, orifice size and thread size.

**STREAM STRAIGHTENER**

One (1) Task Force Tips model #XF-SS5 stream straightener shall be supplied.

The straightener shall be constructed from extruded aluminum with internal vanes designed to reduce turbulence and increase the reach of smooth bore water streams. The device shall be 5.00 inches (125.00 mm) in length and have 2.50 inch (65 mm) female NH rigid inlet and 2.50 inch (65 mm) male NH rigid outlet.

**FRONT BUMPER DISCHARGE OUTLET**

One (1) front bumper discharge outlet shall be provided and installed in the location specified.

**DISCHARGE VALVE**

A 2.00 inch (50 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

**DISCHARGE VALVE CONTROL**

The discharge shall be controlled from the pump operator's panel location.

**DISCHARGE PLUMBING**

The plumbing shall consist of 2.00 inch (50 mm) piping and incorporate a manual drain control installed below the pump area for ease of access. Auto-drain(s) shall be installed in the discharge piping at lowest point of the plumbed system.

## DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.00 inch (50 mm) NPT x 1.50 inch (38 mm) NPSH (1.8788" x 11.5 TPI) brass chiksan swivel

## FRONT BUMPER DISCHARGE LOCATION

The front bumper discharge chiksan shall be installed in a center hose well, lowered and centered directly on the rearward wall.

## DISCHARGE CAPABILITY

The discharge shall be foam capable.

## WATER WASHDOWN SYSTEM

A discharge from the pump shall be provided with a garden hose outlet suitable for simple wash-down operations.

The system shall be activated using an illuminated rocker switch controlling a 1.00 inch ball valve at the tank and a 12 volt pump. The system shall be capable of a minimum of 5 GPM and 70 PSI. The plumbing to the pump shall contain a strainer connected to the master drain to prevent freezing. The discharge shall terminate with garden hose threads.

The discharge shall be labelled "NON-POTABLE WASHDOWN WATER".

## WASHDOWN SYSTEM LOCATION

The washdown system shall be located on the driver side pump panel.

## BOOSTER REEL

There shall be an electric rewind booster reel with automatic brake installed on the apparatus. The booster reel shall be provided by the UHP system manufacturer and shall have a capacity to handle 0.75-inch diameter (19.05 mm) booster hose.

There shall be a manual rewind device provided. A manual crank shall be mounted adjacent to booster reel.

## BOOSTER HOSE

The reel shall come equipped with 200 feet (60 m) of 3/4" high abrasion 3000 psi hose.

The hose shall be provided by the UHP System manufacturer in one (1) 200 foot (60 m) length with hardcoat

aluminum couplings.

**REEL FINISH**

The hose reel specified shall be steel and painted the standard silver utilized by Hannay.

**HOSE REEL VALVE**

The reel shall be plumbed to the pump with a 1.00 inch (25.40 mm) quarter turn Akron brass 8000 series ball valve and 1.00 inch (25.40 mm) high pressure hose and couplings.

The valve shall be controlled from the operator's panel.

**REWIND ACTIVATION**

An electric rewind switch shall be located adjacent to the booster reel. The switch shall have a weather resistant rubber cover and a label indicating its function.

The switch shall be labeled "HOSE REEL".

**HOSE REEL LOCATION**

The hose reel shall be mounted on the floor of the B-1 compartment.

**HOSE REEL ROLLERS**

There shall be a four-way roller assembly provided and installed directly to the reel.

Two (2) additional stainless steel hose roller guides shall be provided and installed, one (1) on either side of the compartment door openings. The rollers shall allow free hose deployment and retraction while preventing sharp edges from cutting or damaging the hose.

**HOSE REEL BLOW OUT**

There shall be an air "blowout" system provided and installed on the apparatus. The air blow out system shall be connected to the chassis air brake system. A check valve shall be installed between the chassis system and the reel blow out system. A ¼ turn manual control valve shall be installed on the pump operator's panel for the air blow out system.

The valve shall be labeled "REEL BLOW OUT".

**BOOSTER REEL GAUGE**

There shall be a pressure gauge supplied for the Booster Reel as specified below.

## BOOSTER HOSE NOZZLE

There shall be an Elkhart Chief UHP, calibrated to 20 GPM @ 1200 PSI provided with the UHP system.

## DISCHARGE GAUGES

An Innovative Controls TC Series nominal 63 mm gauge shall be supplied for reading the pressure of each discharge greater than 1.50 inches (38 mm) in diameter, unless otherwise specified.

A KEM-X socket saver diaphragm, located in the stem, eliminates freeze-up by preventing water from entering and/or clogging the gauge internals while containing a low temperature instrument oil that fills and protects the socket and the bourdon tube.

The molded glass-filled Nylon 66 case will not corrode and includes a scratch-resistant molded polycarbonate lens with O-ring seal. The gauge shall withstand pressures up to 100psi over gauge range with operation from –40° F to +160°F.

## GAUGE SCALE

Each gauge shall be marked for reading a pressure range of 0-400 PSI.

## GAUGE FACE COLOR

Each gauge shall have black markings on a white face.

## BEZELS FOR DISCHARGE GAUGES

Highly-polished stainless steel Innovative Control bezels shall be provided around each of the discharge pressure gauges to prevent corrosion and protect lenses and gauge cases. The gauges shall be installed into decorative chrome-plated mounting bezels that incorporate valve identifying verbiage and/or color labels.

## APPARATUS PLUMBING LABELING

Innovative Controls verbiage tag bezels shall be installed. The bezel assemblies will be used to identify apparatus components. These tags shall be designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The verbiage tag bezel assemblies shall include a chrome-plated panel-mount bezel with durable easy-to-read UV resistant polycarbonate inserts featuring the specified verbiage and color coding. These UV resistant polycarbonate verbiage and color inserts shall be subsurface screen printed to eliminate the possibility of wear and protect the inks from fading. Both the insert labels and bezel shall be backed with 3M permanent adhesive, which meets UL969 and NFPA standards.

## TRIM BEZELS FOR DISCHARGES AND INLETS

Mirrored stainless steel trim bezels shall be supplied around the openings at the pump panels for all applicable valve controls, discharge & suction inlet fittings.

Any additional cutouts on the pump panels used for access to pump components, such as manual overrides, shall also have trim bezels provided.

**TANK TO PUMP LINE**

The connection between the tank and the pump shall be capable of the flow recommendations as set forth in NFPA, Standard for Automotive Fire Apparatus, latest revision and shall be tested to those standards when the pump is being certified.

One (1) non-collapsible flexible hose and valve shall be incorporated into the tank to pump plumbing to allow movement in the line as the chassis flexes to avoid damage during normal road operation. Four (4) inch stainless steel schedule 10 piping shall be used to complete the connection from the tank to pump valve to the water tank.

**TANK TO PUMP CHECK VALVE**

There shall be a tank to pump check valve, conforming to NFPA standard requirements to prevent water from back flowing at an excessive rate if the pump is being supplied from a pressurized source. The check valve shall be mounted as an integral part of the pump suction extension. A hole up to .25 inch (6.00 mm) is allowable in the check valve to release steam or other pressure buildup so that the void between the valve and check valve may drain of water that could be subject to freezing.

**TANK TO PUMP VALVE**

A 3.00 inch (77 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

**VALVE CONTROL**

The valve shall be controlled from the pump operator's panel location.

**TANK FILL LINE**

One (1) 2.00 inch (50.80 mm) tank fill/recirculating line shall be installed from the pump directly to the booster tank.

**TANK FILL VALVE**

A 2.00 inch (50 mm) Akron Brass 8000 series swing-out valve with a stainless steel ball.

**VALVE CONTROL**

The valve shall be controlled from the pump operator's panel location.

== Top/Side Control Midship Pumper - Body - 10.330 05/15/25 ==

**TRI-MAX™ *Space Frame Body* - ALUMINUM**

The apparatus body shall be a Tri-Max™ **Space Frame** design, which serves as an incredibly durable, structural body framework. This framework acts as a series of beams and columns that support and protect the body and its contents. The space frame design provides maximum torsional resistance and load capabilities. The entire space frame structure shall be welded together utilizing an A.W.S. Certified welding procedure.

The space frame design shall also be required because it provides energy absorbing impact zones in the structure, thus providing increased safety to the rest of the apparatus and personnel on board. Documented proof of this extra safety shall be required upon request.

The Tri-Max™ body structure shall consist entirely of closed section members, except where the body is mounted to the chassis. Closed section members (such as square, rectangular, triangular, or round tubes) are required because they provide maximum strength and torsion rigidity. This solid tubular structural style of design ultimately adds longevity to the body structure by eliminating flex and twists in material, creating less stress and fatigue. Body designs that use independent sub-frames will not be acceptable.

**BODY STRUCTURE MEMBERS**

The space frame body shall have triangular shaped structural members in certain areas of the body. This shape is required to prevent loss of useable compartment space. Other body structure members shall be square or rectangular. Each structural member will have a nominal outside dimension of 2.50 inches (63.50 mm) in at least one direction. The body shall be designed for maximum strength to weight ratio, therefore the gauge of sheet metal and structural members varies from .125 inches (3.18 mm) to .250 inches (6.35 mm) throughout, dependent on the design requirement.

**BODY MATERIAL TYPE**

All body structural members shall be Aluminum 6061-T6 alloy material. All .125 inch (3.18 mm) sheet material shall be Aluminum Alloy 5052-H32, and .250 inch (6.35 mm) sheet materials shall be Aluminum Alloy 3003. These alloys are required because it provides optimum all-around performance for strength, manufacturing properties, and corrosion resistance.

**ECK® ANTI-CORROSION PROCESS**

Absolutely no dissimilar metals shall be used in the body and its supporting substructure without being separated by Eck®, which prevents corrosion by providing a barrier between dissimilar metals, sealing out moisture and absorbing energy created by a dissimilar metal reaction.

## FRONT BODY COMPARTMENT WALLS

The front compartment walls of both forward most compartments shall be sheet finished. No overlay material shall be visible from the interior of the compartments.

## REAR BODY COMPARTMENT WALLS

The rear compartment walls of both rearward most compartments shall be sheet finished. No overlay material shall be visible from the interior of the compartments. Access panels from the rear walls shall be strategically placed to ensure access to the rear taillight clusters for any servicing that may be completed.

## COMPARTMENT TOP

The top of the compartments shall be an integral portion of the body. No overlay material shall be visible from the interior of the compartments.

## COMPARTMENT FLOORS

The body compartments shall be enclosed with aluminum sheet metal as specified above. The compartment floors shall have a 1.00 inch (25.40 mm) lip downward at the door opening side of the compartment. This lip shall integrate with a structural member on the bottom edge and form a "sweep-out" compartment. This design shall also allow for a structural flush fitting door frame and a complete door/weather seal.

## COMPARTMENT LOAD CAPACITY

Each compartment shall have a minimum of one additional structural compartment floor support centered on the underside of the compartment floor. This additional member shall be integral with the rest of the body structure. Each compartment must be designed, and 3rd party analyzed to carry a working load of:

Full depth side compartment: 1,000 lbs (453.59 kg) per compartment
Half depth side compartment: 750 lbs (340.19 kg) per compartment
Rear center compartment: 1,500 lbs (680.39 kg)

**NOTE: These values are for design purposes only for individual compartment construction and are not meant to be used as an actual overall weight rating for equipment load per compartment for the specified apparatus. The apparatus shall be engineered such that the completed unit, when loaded to its estimated in-service weight, shall comply with the gross axle weight ratings {GAWR}, the overall gross vehicle weight rating {GVWR}, and the chassis manufacturer's load balance guidelines per NFPA.**

## EXTERIOR HOSE BED WALLS

The exterior hose bed walls shall be an integral portion of the body. The wall shall give a smooth exterior look and finish with no vertical supports tubing visible from the exterior of the truck.

**FASTENERS**

All bolts and nuts used in the finish construction of the apparatus shall be coated stainless steel which helps prevent dissimilar metal electrolytic reaction and corrosion. Any bolt extending into a compartment or into the hose bed area shall have an acorn nut attached or be protected in such manner where sharp edges are avoided.

**FINITE ELEMENT ANALYSIS**

The proposed body design must have completed a review and analysis by a legitimate 3rd party engineering firm. At a minimum, the 3rd party must have conducted a computer model finite element analysis of the proposed design. The analysis is to include real world working load scenarios. Analysis to cover both static and dynamic situations must be completed. The purpose of the finite element analysis is to ensure proper design of the apparatus body, and that it is capable of carrying the typical fire apparatus loads and those specified by NFPA for equipment. The analysis process must conclude that the body structure is properly designed and manufactured to provide longevity under normal conditions. The 3rd party must also validate the manufacturing processes are consistent with the design and analysis performed. Proof of having completed this testing must be submitted with the bid.

**PPG PAINT SPECIFICATIONS**

All bright metal fittings, if unavailable in stainless steel, shall be heavily chrome plated.

Critical body and sub-frame area which cannot be primed after assembly shall be pre-painted.

All welded metal surfaces shall be ground to a smooth surface prior to a degreasing and high pressure, high temperature phosphatizing process. The entire surface shall be sprayed with a non-chromate sealing compound to prevent formulation of stains or flash rust on previously phosphatized parts.

The paint applied to the apparatus shall be PPG Industries Delta® brand, applied throughout a multi-step process including at least two coats of each color and clear coat finish.

The coating shall be an infra-red, baked air dried. The coatings shall provide full gloss finished suitable for application by high-pressure airless or conventional low pressure air atomizing spray.

The coatings shall not contain lead, cadmium or arsenic. The polyisocyanate component shall consist of only aliphatic isocyanates, with no portion being aromatic isocyanates in character. The solvents used in all components and products shall not contain ethylene glycol mono-ethyl ethers or their acetates (commercially recognized as cello solves), nor shall they contain any chlorinated hydrocarbons. The products shall have no adverse effects on the health or nor present any unusual hazard to personnel when used according to

manufacturer's recommendations for handling and proper protective safety equipment, and for its intended use.

The coating system, as supplied and recommended for application, shall meet all applicable federal, state and local laws and regulations now in force or at any time during the courses of the bid.

The manufacturer shall supply (upon request) for each product and component of the system, a properly complete OSHA "Safety Data Sheet".

The following documents of the issue in effect on the date of the invitation to quote form a part of this document to the extent specified herein:

Federal Standards: Number 141A and 141B paint, varnish, lacquer and related material: methods of inspection, sampling, and testing.

Military Standard: MIL-C 83486B Coating, Urethane, Aliphatic Isocyanates, for Aerospace applications.

Industry Methods and Standards: ASTM Method of Analysis (American Society for testing and Materials). BMS 10-72A (Boeing Material Specifications).

The entire exterior body structure (excluding roll-up doors) shall receive the primer coats and the finish coats. The apparatus body will be painted in a down draft type paint booth to reduce dust, dirt or impurities in the finish paint. The painted surfaces shall have a finish with no runs, sags, craters, pinholes or other defects. The coating will meet the following test performance properties as a minimum standard.

**BODY PAINT COLOR**

The apparatus body shall be painted to match {"SIKKENS BT650 / FLNA61583 E-1 "}.

**SUPERLINER COMPARTMENT FINISH**

The compartment interiors shall be coated with Superliner.

**COMPARTMENT FINISH COLOR**

The Superliner Color shall be Medium Gray.

**STRUCTURAL BODY WARRANTY**

A structural Aluminum body warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship under normal use and service for a period of ten (10) years.

**PAINT WARRANTY**

A Prorated Paint Warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years.

**DIAMOND PLATE FRONT OVERLAYS**

The entire front face of the apparatus body shall have aluminum diamond plate overlays installed.

**RAW ALUMINUM REAR OVERLAYS**

The entire rear face of the apparatus body shall have raw aluminum overlays installed for the installation of chevron striping.

All overlay materials shall be coated with adhesive sealant on the back portion to provide an insulating barrier between dissimilar metals.

**FRONT CORNER TRIM 1/8" ALUMINUM DIAMOND PLATE**

The front of the apparatus body, vertical wall overlay shall be integrated with a .125 inch aluminum diamond plate 1.00 inch corner trim flange for edge protection. The vertical edge trim shall extend from the top to bottom and shall be fastened at a minimum of three locations, top, middle, and bottom.

**REAR CORNER TRIM 1/8" ALUMINUM DIAMOND PLATE**

The rear face of the apparatus body, vertical wall overlays shall be installed with a .125 inch aluminum diamond plate 1.00 inch by 1.00 inch corner trim piece, for edge protection. The vertical edge trim shall extend from the top to bottom and shall be fastened at a minimum of three locations, top, middle, and bottom.

The vertical edge trim piece that is protecting the chevron striping surface or that is utilized for the purpose of striping, shall be secured utilizing fasteners only.

**CATWALKS**

The catwalks shall be constructed with materials of a non-slip .125 inch embossed aluminum diamond plate.

**VIBRA-TORQ™ BODY MOUNTING SYSTEM**

The entire body module assembly shall be mounted so that it "floats" above the chassis frame rails exclusively with Vibra-Torq™ torsion isolator assemblies to reduce the vibration and stress providing an extremely durable body mounting system.

The body substructure shall be mounted above the frame to allow independent flexing to occur between the body and the chassis. Each assembly shall be mounted to the chassis frame rails with steel, gusseted mounting brackets. Each bracket shall be powder coated for corrosion resistance. Each body mount bracket shall be mounted to the side chassis frame flange with two 5/8"-UNC Grade 8 HHCS.

Each assembly shall have a two-part rubber vibration isolator. The isolator shall be of a specific durometer to carry the necessary loads of the apparatus body, equipment, tank, water, and hose. The quantity of mounts utilized shall correspond directly to the anticipated weight being supported. Certain assemblies shall also incorporate a torsion spring. Helical coil springs shall be incorporated into specific mounts in tandem with the rubber isolators to minimize the stress absorbed by the body caused from chassis frame rail flexing.

There shall be no welding to the chassis frame rail sides, web or flanges, or drilling of holes in the top or bottom frame flanges between axles. All body to chassis connections shall be bolted so that in the event of an accident, the body shall be easily removable from the truck chassis for repair or replacement.

Because of the constant vibration and twisting action that occurs in chassis frame rails and suspension, the torsion mounting system is required to minimize the possibility of premature body structural failures. The Vibra-Torq™ body mounting system shall have a twenty (20) year or 100,000 miles limited warranty in accordance with, and subject to, warranty certificate RFW0541.

## BODY STRUCTURE WIDTH

The width of the apparatus body from the outside of the left compartments to the outside of the right compartments shall be 99.00 inch (2.51 m) excluding any attached peripherals such as rub rails, fenderettes, grab handles, etc.

## COMPARTMENT DRAINS

Each compartment shall have two (2) "duck bill" drains provided. The drains shall be located one (1) in each rear corner of the compartment.

## COMPARTMENT VENTILATION

To allow for proper air circulation & flow, each compartment shall have a venting route. The venting locations shall be determined by best-fit for each body configuration. Chrome louvered plate vents shall be installed appropriately on the compartment interior walls.

## COMPARTMENTATION

The following compartments shall be supplied on the apparatus:

Compartment "L1"

There shall be one (1) full height compartment ahead of the rear wheels on the left side of the apparatus.

The approximate interior dimensions of this compartment shall be 33.50 inches (850.90 mm) wide by 69.00 inches (1752.60 mm) high with a lower depth of 25.50 inches (647.70 mm) and an upper depth of 12.50 inches (317.50 mm).

The framed opening shall measure approximately 31.00 inches (787.40 mm) wide by 65.00 inches (1651.00 mm) high.

The compartment will have approximately 25.04 cubic feet (0.71 cu m) of space.

Compartment "L2"

There shall be one (1) compartment located directly over the rear wheels on the left side of the apparatus.

The approximate interior dimensions of this compartment shall be 62.00 inches (1574.80 mm) wide by 35.00 inches (889.00 mm) high with a depth of 12.50 inches (317.50 mm).

The framed opening shall measure approximately 62.00 inches (1574.80 mm) wide by 31.00 inches (787.40 mm) high.

The compartment will have approximately 15.70 cubic feet (0.44 cu m) of space.

Compartment "L3"

There shall be one (1) full height compartment located behind the rear wheels on the left side of the apparatus.

The approximate interior dimensions of this compartment shall be 49.00 inches (1244.60 mm) wide by 69.00 inches (1752.60 mm) high with an upper depth of 12.50 inches (317.50 mm) and the lower portion being transverse into the rear compartment, unless partitions are installed.

The framed opening shall measure approximately 46.50 inches (1181.10 mm) wide by 65.00 inches (1651.00 mm) high.

The compartment will have approximately 36.62 cubic feet (1.04 cu m) of space.

Compartment "R1"

There shall be one (1) full height compartment ahead of the rear wheels on the right side of the apparatus.

The approximate interior dimensions of this compartment shall be 33.50 inches (850.90 mm) wide by 69.00 inches (1752.60 mm) high with a lower depth of 25.50 inches (647.70 mm) and an upper depth of 12.50 inches (317.50 mm).

The framed opening shall measure approximately 31.00 inches (787.40 mm) wide by 65.00 inches (1651.00 mm) high.

The compartment will have approximately 25.04 cubic feet (0.71 cu m) of space.

Compartment "R2"

There shall be one (1) compartment located directly over the rear wheels on the right side of the apparatus.

The approximate interior dimensions of this compartment shall be 62.00 inches (1574.80 mm) wide by 35.00 inches (889.00 mm) high with a depth of 12.50 inches (317.50 mm).

The framed opening shall measure approximately 62.00 inches (1574.80 mm) wide by 31.00 inches (787.40 mm) high.

The compartment will have approximately 15.70 cubic feet (0.44 cu m) of space.

Compartment "R3"

There shall be one (1) full height compartment located behind the rear wheels on the right side of the apparatus.

The approximate interior dimensions of this compartment shall be 49.00 inches (1244.60 mm) wide by 69.00 inches (1752.60 mm) high with an upper depth of 12.50 inches (317.50 mm) and the lower portion being transverse into the rear compartment, unless partitions are installed.

The framed opening shall measure approximately 46.50 inches (1181.10 mm) wide by 65.00 inches (1651.00 mm) high.

The compartment will have approximately 36.62 cubic feet (1.04 cu m) of space.

**FLUSH FITTING HINGED DOOR CONSTRUCTION**

All doors shall be a minimum of 2.00 inch (50.80 mm) thick with a return flange on the interior of the door to provide a mounting surface for the attachment of a door liner. Each door will have a weep hole to prevent interior moisture build up.

All door hinges shall be polished 14 gauge 304 stainless steel with a .25 inch (6.35 mm) diameter stainless steel pin. The hinges shall be mounted to provide easy door adjustment in the future without removing the door liner. The vertically hinged doors shall each have a stainless steel spring loaded door holder. The horizontally top hinged doors shall have a gas charged shock to hold the door in the up position.

Door handles shall be polished stainless steel D-ring style that are spring loaded and bidirectional. They shall be mounted on the doors of compartments with a single door or on the primary door of a compartment with vertical double doors. The latches shall attach to the door assembly without any fasteners penetrating the door skin material, with a rubber gasket provided between the D-ring handle and the door skin. The door latch assembly must be completely enclosed by the door assembly and inner door pan, to prevent damage from shifting equipment carried in the compartment.

The door latches to open the secondary door of a compartment with vertical double doors shall be "lever" style, located on the backside of the door. Once the primary door is opened, the handle shall be easily visible. Full height secondary doors will have the latch at the bottom of the door with all others door heights having the latch at the top of the door.

All hinged doors shall be a "flush" style to provide a flat appearance of the body side. The body shall form a 2.00 inch (50.80 mm) deep frame on all four sides to receive the door, preventing any door overlap. A clip on rubber gasket shall be mounted on the door frame, providing a tight seal to prevent moisture and debris from entering the compartment. If catwalk(s) are specified for above the side compartment door openings, the design shall incorporate an outward bent flange to deflect moisture away from the door opening. If design does not allow for this, such as flush upper body panels and the top is capped, 'J' trim channel pieces shall be adhered along the top edge of the door openings where hinged doors are specified.

Lap type doors which utilize an outer lip to provide a weather seal, shall not be acceptable.

**SIDE COMPARTMENT DOOR MATERIAL**

All horizontal and vertical side compartment doors shall be fabricated of 5052 aluminum and finish painted to match the body.

**DOOR LINER MATERIAL**

The interior door liners shall be fabricated of 5052 smooth aluminum and shall be dual-action sanded finish.

**DOOR OPEN INDICATOR**

Each flush door body compartment shall be provided with an auto door switch. The switch shall be installed on the primary compartment door and activate the open door indicator when the door is opened.

The switch shall be of a magnetic style reed indicator type. Each switch shall be hermetically sealed rated to 10,000,000 cycles. The contact and magnetic housing shall snap-lock in the body material, one on the body and one in the door.

If the door is not properly closed and the parking brake is released, it shall activate the “hazard light” in the cab to alert the driver.

**REAR CENTER COMPARTMENT WITH LOW HOSE BED**

There shall be one (1) compartment, "B1", located at the rear of the apparatus.

The approximate interior dimensions of this compartment shall be 43.00 inches (1092.20 mm) wide and 33.00 inches (838.20 mm) high or as high as possible as determined by water tank shelf and rear configuration.

The framed opening shall be approximately 38.00 inches (965.20 mm) wide and 27.00 inches (685.80 mm) high. The compartment will have approximately 25.00 cubic feet (0.71 cu m) of usable storage space.

**REAR COMPARTMENT DOOR**

A non-locking R•O•M Corporation Series IV roll-up shutter door shall be installed. Each shutter slat, track, bottom rail, and drip rail shall be constructed from anodized 6063 T6 aluminum.

Shutter slats shall feature a double wall extrusion 0.315 inches thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats shall feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slats must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design shall be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double "V" seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece "D" shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125 inches. Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counterbalance system. Counterbalance system shall be 4.00 inches in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counterbalance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counterbalance system.

**REAR COMPARTMENT DOOR FINISH**

The rear center compartment door shall be satin aluminum finish.

**DOOR OPEN INDICATOR**

Each roll up door shall have an integral door open indicator magnet in the lift bar.

If the door is not properly closed and the parking brake is released, it shall activate the "hazard light" in the cab to alert the crew.

**SILL PLATES**

Brushed stainless steel sill plates shall be installed at the bottom of each body compartment door opening.

## COMPARTMENT LIGHTING

One (1) LED tube light model #RX-15T16-5050, shall be installed in each body compartment. The tube light shall be centered vertically along the forward side of the door framing and at maximum length available to fit the opening.

The light in each compartment shall be on a separate circuit, turning on only those lights that have open compartment doors.

## COMPARTMENT LIGHTING ACTIVATION

Each compartment light shall be activated with the ignition, park brake and the respective compartment door open switch.

## REAR TAILBOARD

The rear of the apparatus body shall be vertical in design - otherwise known as a 'flat-back'.

The rear tailboard shall be fabricated of the same tubular materials as used in the apparatus body.

The tailboard shall be an independent assembly welded to the rear body structural framing to provide body protection and a solid rear stepping platform.

The rear step shall be designed to incorporate "crush zone" technology. This idea incorporates lighter materials in the tailboard than the body structure so the step will "crush" in a collision before the body structure.

On the rear body surface, a sign shall be attached that states: "DO NOT RIDE ON REAR STEP, DEATH OR SERIOUS INJURY MAY RESULT."

The rear tailboard and body shall be constructed such that the angle of departure shall be no less than 8 degrees at the rear of the apparatus when fully loaded, per NFPA, Standard for Automotive Fire Apparatus.

## TAILBOARD LENGTH

The rear tailboard shall be approximately 13.50 inches (342.90 mm) deep and shall incorporate a ventilated "Diamondback" material stepping surface bolted in place which spans the width of the apparatus on non-recess designs, and as wide as possible on inset recess designs.

The extruded stepping surface shall be completely enclosed by the supporting structural framework to minimize damage.

The ventilated "Diamondback" material shall be capable of being easily replaced if necessary, using only hand tools. The framework shall be covered with an adhesive tape providing an aggressive traction surface. Use of any aluminum diamond plate material on these areas shall not be acceptable.

**REAR PULL OUT/DOWN STEPS**

There shall be two (2) Ziamatic manual pull out steps, Quic-Step model PS-8-5, installed below the rear of the apparatus, one (1) each side.

The step shall be 11.00 inches wide by 5.00 inches deep with an 8.00 inch drop. Each step is made from high-strength aluminum allow and steel for maximum durability and zinc-plated for corrosion resistance. It shall be manufactured with a non-skid stepping surface with open diamond pattern to meet NFPA requirements for slip resistance and static load. Each step shall sustain a static load of 500 pounds.

If the step is not properly stowed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

**WHEEL WELLS**

Wheel wells shall have semicircular black polymer composite inner liners that are bolted to the wheel well panel and supported inboard by brackets that are connected to the body framework. Each wheel well shall be a continuous piece with no breaks or ledges where road grime or debris may accumulate. This liner shall be removable for access to suspension assembly for repairs. There shall be no exception to the bolted wheel well inner liner requirement.

**WHEEL WELL PANELS**

The body panel in the wheel well area on each side of the body shall be fabricated of same material type as the body and finish painted.

**SCBA BOTTLE COMPARTMENTS**

Cylindrical SCBA storage compartments shall be installed in the wheel well area above the wheel well liner, protected from dirt, rocks, and other debris.

The storage compartments shall be made of a tube that interfaces with a spring loaded cast aluminum door and housing - fastened to the wheel well panel for a secure installation. The inside of each compartment shall be lined with material (if required) to protect the air bottles from being damaged.

The storage compartments shall be installed in the apparatus at an inclined angle and incorporate a 1" nylon safety loop to be attached to the top of the bottle, to prevent the bottles from sliding forward when stored. There shall be holes drilled in the tubes for drainage in the event that water enters the compartment. Each SCBA compartment shall be a minimum internal diameter of 7.5" and be at least 25" deep.

There shall be two (2) compartments on each side of the apparatus with one forward and one rearward of each wheel well.

**FENDERETTES**

Two (2) polished stainless steel fenderettes shall be provided and installed on body rear wheel well openings, one (1) each side. Rubber welting shall be provided between the body and the crown to seal the seam and restrict moisture from entering. A dielectric barrier shall be provided between the fender crown fasteners (screws) and the fender sheet metal to resist deterioration.

**HOSE STORAGE**

A hose bed shall be provided and installed as long and as deep as the tank volume, rear configuration, and the body height allows. At a minimum the capacity of the hose bed shall meet the latest version of NFPA, Standard for Automotive Fire Apparatus.

The hose bed shall have a slotted .25 inch (6.35 mm) aluminum flooring installed to allow drainage through the tank cavity to the ground below.

The aluminum flooring shall be manufactured in discrete sections to allow for ease of removal and stability. The area shall be free of sharp edges to protect the hose when loading and unloading.

**HOSE BED AREA**

The hose bed area of the apparatus shall be overlaid with brushed stainless steel material.

**HOSE BED AREA TRIMMED W/ BRUSHED SST**

The vertical corners at the back hose bed shall be trimmed with brushed stainless steel. The trim shall extend from the hose floor level up to the top edge of the body side.

**HOSE BED WALL CAP**

The top rail on the hose bed side walls shall have a trim cap fabricated of 16 gauge brushed 304L stainless steel. The cap shall run the entire length of the hose bed side wall and shall provide a smooth surface with a highly finished appearance. It shall extend down at least 1.00 inch on each side of the hose bed side wall.

**HOSE BED WALL HEIGHT**

The walls of the hose bed shall be 90.00 inches (2.29 m) tall, measured from the bottom edge of the compartments to the top flange.

**SYNTEX VINYL COATED NYLON HOSE BED COVER**

There shall be a hose bed cover provided and installed with the apparatus to cover the top of the hose bed area.

The cover shall be held in place by extruded aluminum channel on the front and an elastic shock cord sewn into the tarp with brass grommets where the shock cord passes through the hose bed cover on the sides. Hooks shall be provided on the sides to provide a means of attaching the cover to the apparatus. The hooks shall be made of cast aluminum.

**HOSE BED COVER COLOR**

The hose bed cover shall be red in color.

**SYNTEX VINYL REAR HOSE BED RESTRAINT**

There shall be a vinyl flap that extends down over the rear of the hose bed provided and installed with the apparatus.

**REAR HOSEBED FLAP RESTRAINT**

The cover shall be fastened by an elastic shock cord sewn into the tarp with brass grommets where the shock cord passes through the hose bed cover. Hooks shall be provided on the lower corners to provide a means of attaching the cover to the apparatus. The hooks shall be made of cast aluminum.

**REAR FLAP COLOR**

The rear flap shall be red.

**LED HOSE BED SPOT AND FLOOD LIGHTS**

There shall be two (2) 6.00 inch (152 mm) LED Unity deck light model #BG-S-P46*LC, one (1) spot and one (1) flood, with clear LED wide flood lamp provided to illuminate the hose bed.

Each light shall have a heavy duty chrome finish and rotate 360 degrees horizontally and 180 degrees vertically. The lamp shall be 12V with 2,730 candle power 50,000 hours of lamp life.

**HOSE BED LIGHTS LOCATION**

The two (2) hose bed lights shall be installed at the rear of the apparatus, one (1) each side mounted to the rear horizontal stanchions specified.

**HOSE BED LIGHT ACTIVATION**

The hose bed lights shall be activated when the park brake is set.

**HOSE BED DUNNAGE AREA**

A vertical bulkhead shall be provided and installed at the front of the hose bed area, behind the water tank fill tower, forming a storage area that is separated from the hose bed.

The rear face of the bulkhead shall serve as a mounting surface for the hose bed dividers, resulting in the ability to move any hose bed divider across the entire width of the hose bed.

NO Embossed Floor Upgrade in Hose Bed Dunnage

**REINFORCED HOSE BED DIVIDER WITH HAND CUTOUT**

There shall be a full height adjustable reinforced hose bed divider provided and installed in the hose bed area of the apparatus body.

The divider shall be fabricated of .25 inch (6.35 mm) thick aluminum plate with a double sided reinforcement and attached to the adjustable slide rails. The rear of the divider shall have a radius to provide a smooth corner and a hand cut out to aid in access to the hose bed area. The top and rear edges shall be reinforced with 1.00 inch (25.40 mm) round aluminum tubing for extra rigidity. Hose payout shall be unobstructed by the divider.

There shall be a total of one (1) provided and installed in the hose bed.

**HOSE LOAD**

The hose bed shall accommodate the following hose loads:

**BAY 1:**

-1000 feet of 5.00 inch hose

**BAY 2:**

-400 feet of 2.50 inch hose

**TANK CAPACITY**

The tank shall be 530 gallons in capacity and have an 'L' configuration with the majority of the water being located at the front of the body creating a low hose bed.

**SPARTAN POLY TANK**

The water tank shall be designed to utilize cavities that have commonly been wasted space. The water tank may fill the void between the main hose bed floor and the top of the rear center compartment. This tank design shall provide for a lower overall tank height, resulting in a lower overall main hose bed height. In addition, this design shall create a lower center of gravity of the vehicle, for improved vehicle handling.

## TANK CONSTRUCTION

The booster tank shall be constructed of poly sheet stock which is a non-corrosive stress relieved thermoplastic. It shall be designed to be completely independent of the body and compartments. All joints and seams are extrusion welded and/or tested for maximum strength and integrity. The top of the booster tank is fitted with lifting eyes designed to facilitate tank removal.

## COVER

The tank cover shall be constructed of the same poly material as the rest of the tank and shall be recessed. A minimum of two lifting dowels shall be drilled to accommodate the lifting eyes.

## BAFFLES

The swash partitions shall be manufactured of the same poly material as the rest of the tank. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments to provide maximum water flow. All swash partitions interlock and are welded to one another as well as to the walls of the tank.

## MOUNTING

The tank shall have a reinforced floor for added strength and durability. The tank shall be isolated from the body substructure cross members with rubber strips that are 60 durometer in hardness. The tank shall sit nested inside the center body substructure and shall be completely removable without disturbing the body side panels. Tank stops on all four sides will keep the tank from shifting front to back or side to side.

## TANK WARRANTY

A lifetime tank warranty will be provided by the tank manufacturer.

Please see the official warranty document in the appendix (attached) for specific details.

## FILL TOWER

The fill tower opening shall be approximately 13.00 inches (330.20 mm) x 12.00 inches (304.80 mm).

The tower will have a removable poly screen and a poly hinged type cover that will open if the tank is filled at an excess rate. The removable poly screen to prevent debris from falling into the tank.

The fill tower shall have a 4.00 inch (100.00 mm) overflow that will discharge underneath the tank, behind the rear axle(s), avoiding the chassis fuel tank and suspension components where applicable. The overflow shall terminate above the tank water level when filled to the rated capacity.

## FILL TOWER LOCATION

The fill tower shall be located to the left side at the front of the hose bed.

## SUMP

The sump will be constructed in an 8.00 inch (203.20 mm) x 16.00 inch (406.40 mm) x 1.00 inch (25.40 mm) deep area.

The construction material shall utilize 1.00 inch (25.40 mm) poly and be located in line with the tank suction valve. There shall be a 4.00 inch (100.00 mm) schedule 40 poly tube installed that will run from the suction outlet to the sump location. The tank will have an anti-swirl plate located approximately 2.00 inch (50.00 mm) above the sump.

## SUMP PLUG

The sump shall have a 3.00 inch (77.00 mm) plug for use in draining and cleaning out the tank.

## OUTLETS

In addition to the tank suction valve outlet located in the sump, there shall be an outlet provided for the tank fill valve. If there are any additional options selected (such as an extra tank suction or direct tank inlets), there shall be additional outlets provided to accommodate these items.

## LADDER COMPARTMENT

The ground ladders shall be stored within a compartment installed beside the booster tank.

All items shall be stored in their own independent section to allow one item to be removed without disturbing another. There shall be polypropylene slide angles installed in each section where applicable, to support the ladders and allow ease of removal. There shall be a stop in the front of each section to prevent the items from sliding forward.

## LADDER COMPARTMENT MATERIAL

The ground ladder compartment shall be fabricated of .125-inch smooth aluminum.

## LADDER COMPARTMENT LOCATION

The ground ladder compartment shall be mounted vertically on the right side of the water tank.

## LADDER COMPARTMENT END CAP

The compartment shall be enclosed through to the pumphouse and incorporate a removable weather resistant

end cap, providing access for serviceability, drainage, and cleaning.

**LADDER COMPARTMENT DOOR HINGE LOCATION**

The door hinge shall be mounted vertically across the inboard edge of the compartment door opening.

**LADDER COMPARTMENT DOOR**

The door material shall match the rear overlay material. The door shall have two (2) push button type latches installed with a chrome handle centered between the push button latches.

If the door is not properly closed and the parking brake is released, it shall activate the "hazard light" in the cab to alert the crew.

**LADDER COMPARTMENT DOOR REFLECTIVE CHEVRON**

The ladder compartment door shall be left unfinished and include retro-reflective chevron material matching the rear of the apparatus.

**LADDER COMPLEMENT**

The following ladders shall be supplied with the apparatus:

One (1) Duo-Safety 24 foot (7.0 m) two (2) section aluminum extension ladder(s), model 900A.

One (1) Duo-Safety 14 foot (4.0 m) aluminum roof ladder(s) with folding hooks, model 775A.

One (1) Duo-Safety 10 foot (3.0 m) aluminum attic ladder(s), model 585A.

**PIKE POLE STORAGE**

There shall be two (2) tubes provided for storage of the pike poles installed with the ground ladder complement.

The pike poles provided shall be standard hook with straight handle.

The pike poles shall be supplied and installed by the Fire Department before the apparatus is placed into service.

**STORAGE ABOVE LADDER COMPARTMENT**

There shall be an additional storage compartment provided and installed on the rear of the apparatus above the ladder compartment. The compartment shall be fabricated of same materials as the ground ladder compartment.

The interior floor of the compartment shall be lined with black ABS plastic for ease of stowing and un-stowing

equipment.

The storage box shall be as wide as the ladder compartment and uses the remaining space available from the top of the ladder compartment to the top of the body.

There may be an open top dunnage storage provided towards the area at the front of the truck utilizing any unoccupied space design permitting, ahead of the pack storage.

The compartment shall have a hinged door at the rear to access the equipment. The door shall be fabricated of same materials as the ladder compartment door and shall be secured with two (2) push button latches and will include a chrome 7.00 inch handle centered between the latches.

If the door is not properly closed and the parking brake is released, it shall activate the "hazard light" in the cab to alert the crew.

The compartment shall have provisions for the following equipment:

**SUCTION HOSE**

The following suction hose shall be provided to be stored in the compartment layout as specified above.

There shall be Two (2) 10 foot length(s) of 6.00 inch clear PVC suction hose with lightweight couplings provided with the above specified storage.

**COMPARTMENT UNISTRUT**

Vertically mounted Unistrut shall be installed in all apparatus body compartments, in the upper and lower sections, to accommodate the installation of shelves, trays, and or other miscellaneous equipment.

**OVER-WHEEL COMPARTMENT PARTITIONS**

Compartment partitions fabricated of the same material as the body shall be permanently installed in the left over-wheel compartment, right over-wheel compartment, or both where applicable by design.

The partitions shall be permanently installed in place and flush to the forward and rearward frame openings.

The partitions shall aid in keeping loose equipment from falling into the fore and aft compartments.

**COMPARTMENT FLOOR MATTING**

Turtle Tile floor tiles shall be installed on the floor of all exterior compartments. The tile shall be custom fitted to the interior compartment floor construction to protect the entire floor surface from equipment damage.

**FLOOR MATTING COLOR**

The floor matting shall be black in color.

**FLOOR EDGING**

Tapered tile edging shall be installed along the matting edges. The beveled tile shall be custom fitted to the matting installed in the interior compartment. The tapered tile shall aid in the removal and installation of equipment while protecting the floor edges from equipment damage.

**FLOOR EDGING COLOR**

The tapered edges shall be yellow.

**SHELVING**

The shelving shall be made out of .190 inch (4.83 mm) smooth aluminum sheet material with a formed 2.00 inch (50.80 mm) lip on the front and back.

The side mounting brackets shall be provided for vertical adjustment.

Standard manufacture shelf construction capacity ratings are as follows, any requested change to the manufacture's standard design may affect/reduce the ratings accordingly:

Shelving shall be rated at a capacity of 200 pounds (90.72 kg) and applicable to the design configuration.

The following shelving shall be provided:

**LOWER FULL DEPTH SHELVING**

A full width x full depth shelf shall be provided and installed in the lower area of the compartment as specified.

There shall be a total quantity of one (1) provided.

- One (1) located in the L1 compartment.

**PERMANENT SHELVING**

A permanent/fixed shelf shall be installed at the upper compartment break-line of each compartment specified.

The shelf shall be as wide and deep as possible and installed so the bottom of the shelf is flush with the lower compartment ceiling.

There shall be a total quantity of four (4) provided.

- One (1) located in the L1 compartment.

- One (1) located in the L3 compartment.

- One (1) located in the R1 compartment.

- One (1) located in the R3 compartment.

**ROLL OUT TRAY(S)**

Each tray shall be fabricated of .19 inch (4.83 mm) thick 3003 grade or higher aluminum sheet material with four (4) 3.00 inch (76.20 mm) side flanges, corner welded for maximum strength and shall be as wide and as deep as compartment allows.

The following shall be supplied:

**ROLL-OUT ASSEMBLY/SLIDE MASTER**

The floor mounted tray shall be full width and shall be secured to a (Slide Master) roll-out system constructed of "heavy duty steel" with structural tube and channels. The slide assemblies shall incorporate cadmium plated ball bearing roller slides and a latching device to hold the tray in the stored position.

The tray shall have a 600# capacity and 100% extension.

There shall be a total quantity of three (3) provided.

Each slide shall be held in the locked position by a lever actuated twist lock.

Each Slide Master slide shall be wet painted {silver} in color.

- One (1) located in the L3 compartment.

- One (1) located inside the pumphouse Engineers compartment on the driver's side of the apparatus.

The tray shall extend to approximately the center of the transverse engineer's compartment. A permanent toolboard shall be provided on the forward edge of the toolboard with two (2) horizontal uni-struts for the mounting of SCBA.

- One (1) located inside the pumphouse Engineers compartment on the officer's side of the apparatus.

The tray shall extend to approximately the center of the transverse engineer's compartment. A permanent toolboard shall be provided on the forward edge of the toolboard with two (2) horizontal uni-struts for the mounting of SCBA.

## SHELF AND ROLL OUT TRAY MATTING

Any shelf or tray provided shall have Turtle Tile floor tiles installed. The tiles shall be custom fitted for durability and a pleasing appearance.

## MATTING COLOR

The matting shall be black in color.

## WALL MOUNTED TOOL BOARD/PAC-TRAC

A Pac Trac tool board with DA finish shall be installed to the back wall of the compartment as specified. The completed tool board assembly shall be attached directly to the upper back wall utilizing custom manufactured plate or angle brackets.

There shall be a total quantity of four (4).

- One (1) located in the L1 compartment.
- One (1) located in the L2 compartment.
- One (1) located in the R1 compartment.
- One (1) located in the R2 compartment.

## SIDE RUB RAILS (ALUMINUM CHANNEL)

The lowest edge of the apparatus body side compartments shall be trimmed with brightly anodized aluminum channel rub rail material.

The rub rails shall be approximately 3.00 inches high with flanges turned outwards for increased rigidity, with each end chamfered to a 45 degree angle. The rub rails shall not be constructed as an integral part of the apparatus body structure, allowing each rub rail to be easily removed in the event of damage.

The rub rails shall be secured with stainless steel fasteners and spaced away from the apparatus body with .50 inch nylon spacers to help absorb moderate side impacts and prevent the collection of water and debris for easier cleaning.

## RUB RAIL RETRO-REFLECTIVE STRIPING

One inch retro-reflective striping shall be applied to the length of each side rub rail section making the perimeter of the apparatus more readily visible.

The reflective striping shall be black in color.

## FOLDING STEPS

Cast Products, Inc. model #SP6610-1CH dual LED illuminated folding steps, made of high strength die cast aluminum with a protective chromed coating, pyramid tread platform, conforming to current NFPA requirements, shall be provided and installed on the apparatus as specified.

The steps shall have a minimum of 46 sq. inches of surface area capable of sustaining a 1200 lb. static load. The steps shall be mounted no more than 18" inches between each step.

## STEP LOCATION

Four (4) folding steps shall be installed on the left forward vertical wall of the front compartment.

## 10" HANDRAILS

One (1) 10.00 inch long by 1.25 inch diameter handrail constructed of extruded aluminum with a knurled grip, and full length illuminated LED light strip shall be installed in a location above the forward step(s) and in accordance with NFPA, Standard for Automotive Fire Apparatus, standard requirements. There shall be a minimum of 2.00 inches of clearance between the bracket and the body.

NO Red Reflective Insert

Each handrail LED light strip specified shall be white/clear in color.

## ILLUMINATED HANDRAIL LIGHTING ACTIVATION

The illuminated handrail light shall be activated when the park brake is set.

## STEP LIGHT ACTIVATION

The step light shall be activated when the park brake is set.

## STEP LOCATION

Three (3) folding steps shall be installed on the left rear vertical face of the body.

## 10" HANDRAIL

One (1) 10.00 inch long by 1.25 inch diameter handrail constructed of extruded aluminum with a knurled grip, and full length illuminated LED light strip shall be installed in a location above the rearward step(s) and in accordance with NFPA, Standard for Automotive Fire Apparatus, standard requirements. There shall be a minimum of 2.00 inches of clearance between the bracket and the body.

NO Red Reflective Insert

Each handrail LED light strip specified shall be white/clear in color.

**ILLUMINATED HANDRAIL LIGHTING ACTIVATION**

The illuminated handrail light shall be activated when the park brake is set.

**STEP LIGHT ACTIVATION**

The step light shall be activated when the park brake is set.

**INTERMEDIATE REAR STEP**

The rear step shall be 8.00 inches (203.20 mm) in depth. Handhold cutouts shall be provided in the top step surface measuring approximately 2.50 inches deep. There shall be one (1) full length aluminum non lit handrail integrated into the assembly.

The step shall be mounted on the flat back of the apparatus with gusset-type mounting to provide sufficient support for loading hose and gaining access to the hose bed area.

The platform stepping surface shall be constructed of .188 inch (4.76 mm) embossed aluminum diamond plate materials.

**INTERMEDIATE REAR STEP LOCATION**

The rear step shall be located as high as possible beneath the hose bed floor.

**STEP LIGHTING**

One (1) light shall be installed to illuminate the stepping areas as provided. The light shall be a LED tube light model #RX-15T16-5050-21CM with an aluminum mounting bezel.

The light shall be directed towards and positioned above the stepping surfaces.

**STEP LIGHT ACTIVATION**

The step light shall be activated when the park brake is set.

**HANDRAILS KNURLED ALUMINUM ILLUMINATED**

Handrails shall be 1.25 inches in diameter, constructed of extruded aluminum with a knurled grip, and full length illuminated LED light strip.

There shall be a 2.00 inch minimum clearance between the handrail and the body. The light shall illuminate an area adjacent to the handrail and in accordance with NFPA, Standard for Automotive Fire Apparatus, standard

requirements.

The following handrails shall be installed at the approximate lengths noted:

**REAR HANDRAIL LOCATION**

Three (3) handrails shall be installed on the rear of the apparatus. Each handrail shall be of an adequate length, as available usable space allows, to provide a suitable gripping area for personnel.

The handrails shall be spaced away from the body using chrome plated straight stanchions. Two (2) vertical handrails shall be installed, one on each side, just below the hose bed sides. These vertical handrail(s) shall utilize an offset stanchion with the offset directed away from storage door openings for added clearance, where applicable. The remaining handrail shall be installed horizontally, just below the hose bed area.

NO Red Reflective Insert

Each handrail LED light strip specified shall be white/clear in color.

**ILLUMINATED HANDRAIL LIGHTING ACTIVATION**

The illuminated handrail light shall be activated when the park brake is set.

**TOW EYES**

There shall be two (2) rear tow eyes installed to the frame rails, one each side, accessible below the rear of the apparatus.

They shall be manufactured of 1.00 inch plate steel and each plate shall be bolted to the chassis frame rail with a minimum quantity of six (6) grade 8 bolts. The two plates shall be anchored together with 1.00 inch steel tubing to prevent swaying of the frame rails during a towing operation. All steel components shall be painted black.

**REAR RECEIVER**

A rescue winch receiver shall be installed at the rear of the apparatus mounted directly to the chassis frame rails and below the apparatus in the center. The receiver shall have a maximum straight line pull capacity equaling 9000 pounds (4080 kg).

The receiver shall have a 2.00 inch (50.80 mm) square opening for the attachment of a portable rescue winch.

A power receptacle shall be installed adjacent to the rescue winch receiver and wired for a portable electric winch. One (1) additional receptical, per apparatus, shall be shipped loose with the apparatus for installation on the portable winch.

A label shall be permanently affixed on or near the winch receiver indicating the maximum straight line pull

rating of the anchor.

**TRAILER HITCH CLASS IV**

The rear receiver can also be used to pull trailers.

The receiver shall be classified as a Class IV receiver hitch with a 2.00 inch (50.80 mm) hitch box opening.

The maximum towing capacity shall be 7500 pounds (3400 kg) with a tongue weight of 750 pounds (340 kg) or 12000 pounds (5443 kg) towing capacity with an approved distributed trailer load.

**2" BALL MOUNT AND 1 7/8" BALL**

A ball mount for a 2" receiver tube and a 1-7/8" chrome ball shall be provided with the apparatus. A pin and clip shall also be included to fixture the ball mount into the receiver.

**TRAILER 12 VOLT RECEPTACLE**

A 6-pin, 12V trailer receptacle shall be supplied adjacent to the receiver tube and wired for trailer lights.

Wiring provisions shall be supplied by the body manufacturer for a dealer or department provided trailer brake controller.

**FRONT RECEIVER**

A rescue winch receiver shall be installed on the front of the apparatus mounted directly to the chassis frame rails and below the front bumper in the center. The receiver shall have a maximum straight line pull capacity equaling 9000 pounds (4080 kg).

The receiver shall have a 2.00 inch (50.80 mm) square opening for the attachment of a portable rescue winch.

A power receptacle shall be installed adjacent to the rescue winch receiver and wired for a portable electric winch. One (1) additional receptical, per apparatus, shall be shipped loose with the apparatus for installation on the portable winch.

A label shall be permanently affixed on or near the winch receiver indicating the maximum straight line pull rating of the anchor.

**RAMSEY QM 9000 WINCH**

A Ramsey Quick Mount winch with 4.4 HP motor operating with 12 Volt DC with a 9,000 pound (4070.00 kg) rated line pull shall be provided and shipped loose with the apparatus.

The winch shall be equipped with 105.00 feet (32.00 m) of .3125 inch (8.00 mm) galvanized aircraft cable.

The winch shall be operated through a 12.00 foot (3.66 m) pendant remote and battery cable lead with connector, anti-theft locking pin attached and hawse fairlead.

The winch features a highly efficient three-stage planetary gear system with a 138:1 gear reduction ratio for line intake. A positive clutch allows fee spooling for quick cable deployment. An automatic load holding brake is designed to hold the full rated capacity of the winch.

The winch shall be model QM9000.

== Top/Side Control Midship Pumper - Electrical - 10.330 05/15/25 ==

## LOW-VOLTAGE ELECTRICAL SYSTEM

The apparatus shall be equipped with a Logic Controlled, Low-Voltage (12v) Electrical System, compliant with the latest revision of the NFPA, Standard for Automotive Fire Apparatus.

The system shall be capable of performing total load management, load management sequencing, and load shedding via continuous monitoring of the low-voltage electrical system. In addition, the system shall be capable of switching loads (similar to operating as an emergency warning lamp flasher) eliminating the dependency on many archaic electrical components such as conventional flasher modules. The system shall also incorporate provisions for future expansion or system modification.

The low-voltage electrical system shall be designed to distribute the placement of electrical system hardware throughout the apparatus thereby enabling a smaller, optimized wire harness. The programmable, logic controlled system shall eliminate redundant electrical hardware such as extra harnesses, circuit boards, relays, circuit breakers, and separate electrical or interlock subsystems and associated electronics for controlling various electrical loads and inputs.

As-built electrical system drawings and an apparatus-specific reference of I/O shall be furnished in the final delivery manuals. These drawings shall illustrate the electrical system broken down into separate functions, or small groups of related functions. Drawings shall depict circuit numbers, electrical components and connectors from beginning to end. **A single drawing for all electrical circuits installed by the apparatus manufacturer shall not be accepted**.

## MULTIPLEXED ELECTRICAL WARRANTY

A four (4) year limited (V-MUX) multiplex system warranty shall be provided by the apparatus manufacture for parts and labor, while under normal use and service; against mechanical, electrical and physical defects from the date of installation.

The warranty shall exclude; sensors, shunt interface modules, serial or USB kits, transceivers, cameras, GPS, and electrical display screens, which shall be limited to a period of one a (1) year repair parts and labor from the date of installation.

**NODE**

An electrical distribution node or relay shall be installed in the below locations of the apparatus body.

The pump node shall be mounted as high as practical in the full depth portion of the right front compartment.

The rear body nodes shall be mounted as high and as far rearward as practical on the back wall of the rearmost compartment.

A protective cover shall be installed to prevent damage to the node or electrical system during equipment installation and or removal. Node covers shall be approximately 16.00 to 22.00 inches in length with an inspection hole positioned for view of the node indicator LED lights. The finish of the cover shall match the compartments interior finish. Node covers will not include any type of shelve mounting structure and shall limit the height of unistrut or shelf height within the compartments.

**PERIMETER LIGHTS LOCATION**

There shall be four (4) underbody perimeter lights installed on the apparatus positioned to provide illumination to the immediate ground area around the unit.

One (1) under each side of the pumphouse running boards and two (2) under the rear tailboard.

**PERIMETER LIGHTS**

The underbody perimeter lights provided will be TecNiq model T44 series, 4" round, 8 diode LED lights.

**PERIMETER LIGHTS ACTIVATION**

The perimeter lights under the body shall illuminate the area with the activation of the chassis ground lights, excluding any chassis door programming.

**UPPER LIGHTING PACKAGE**

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the upper areas of the vehicle.

**UPPER ZONE A:**

There shall be a Whelen model F4N2QLED 55.00 inch NFPA Edge Freedom IV lightbar provided and installed with the apparatus.

The lightbar shall house two (2) corner red linear LEDs, two (2) front red linear LEDs, two (2) front white linear LEDs and two (2) side red linear LEDs. The outer lenses shall be clear.

**UPPER ZONE C:**

There shall be two (2) Whelen beacons with 360 degree super LED lights with polished base, provided and installed at the rear upper outboard corners of the apparatus, one (1) each side, one (1) each side.

The beacons shall be B63 Series with R316 Super-LED beacons with red lights and clear lenses and two (2) M7 series LED red flashing lights with clear lenses surface mounted below the beacons.

**CAST ALUMINUM LIGHT STANCHIONS**

Two (2) light stanchions shall be mounted in the upper rear corners of the body sides, one each side. Each shall be large enough to accommodate an upper zone C rotating beacon and a hose bed light if specified. The DOT lights specified elsewhere in the quote shall also be located one on the side and the other located on the rear of each stanchion.

**UPPER REAR WARNING LIGHT SWITCH E-MASTER/DISPLAY**

The upper rear warning lights shall be controlled through the master warning switch and a secondary rear warning switch located on the vehicle display control screen. The switches shall be clearly labeled for ease of identification.

**LOWER LED WARNING LIGHTING**

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the lower areas of the vehicle.

**LOWER ZONE A:**

There shall be two (2) Whelen model 600 Super LED lights with chrome bezels provided and installed on the front face of the apparatus chassis as specified.

**FRONT WARNING LIGHTS FLASH**

The lower front lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors.

**FRONT WARNING LIGHTS COLOR**

The lower front warning lights mounted on the cab front positions shall be red with red lenses.

**LOWER ZONE B&D:**

There shall be four (4) Whelen model WION LED lights with black housings, two (2) each side, provided and

installed with the apparatus. The lights shall feature multiple flash.

**SIDE WARNING LIGHTS FLASH**

The lower side lights shall feature multiple flash patterns including steady burn.

**SIDE WARNING LIGHTS COLOR**

The lower side warning lights mounted on the side positions shall be red with clear lenses.

**SIDE WARNING LIGHTS LOCATION**

The warning lights on the side of the apparatus shall be mounted at the rear wheel well panel, one (1) forward and one (1) rearward of the axle.

**LOWER SIDE WARNING LIGHT SWITCH E-MASTER/DISPLAY**

The lower side warning lights shall be controlled through the master warning switch and a secondary side warning switch located on the vehicle display control screen. The switches shall be clearly labeled for ease of identification.

**LOWER ZONE C:**

There shall be two (2) Whelen model 600 series Super-LED lights with chrome bezels, one (1) each side, on provided and installed on the rear of the body.

**REAR WARNING LIGHTS FLASH**

The lower side lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors.

**REAR WARNING LIGHTS COLOR**

The lower rear warning lights mounted at the rear shall be red with red lenses.

**LOWER REAR WARNING LIGHT SWITCH E-MASTER/DISPLAY**

The lower rear warning lights shall be controlled through the master warning switch and a secondary rear warning switch located on the vehicle display control screen. The switches shall be clearly labeled for ease of identification.

**LED REAR TAILLIGHT ASSEMBLY**

There shall be Whelen model 600 series 4X6 LED rear taillight assemblies provided and installed with the

apparatus, one (1) each side at the rear

The following shall be installed in the order as specified from top to bottom:

One (1) 604BTT LED red brake/taillight
One (1) 604T LED amber turn signal light populated in the shape of an arrow
One (1) 604BU LED clear back-up light

**MOUNTING ASSEMBLY**

There shall be Whelen 4-position vertical chrome plated housing provided for each taillight assembly.

The upper most open cavity shall be filled with the specified warning light for the rear of the apparatus.

**REAR TAILLIGHTS COLOR**

The taillights mounted at the rear shall have clear lenses.

**SWITCHABLE BACKUP LIGHTS**

There shall be a switch on the left side of the rear of the apparatus that shall control the backup lights after the park brake has been set. This will allow the reverse lights to be used as work lighting. The lights shall shut off when the park brake is disengaged.

**LED DOT LIGHTING**

There shall be seven (7) lights located on the rear of the apparatus. Three (3) of the lights shall be mounted on the rear of the apparatus center location, for use as identification lamps. Two (2) additional lights shall be located on the rear outboard locations, one (1) each side as high as possible. Two (2) lights shall be mounted on the sides facing the side at the rear corners, for use as clearance lamps.

The lights shall be TecNiq S17 series LED red markers.

**DOT ADDITIONAL MARKER LIGHTS**

There shall be two (2) amber LED intermediate marker lights/intermediate turn signals installed in the rub rail, forward of the rear wheel well, one (1) each side.

The lights shall be TecNiq S17 series LED amber markers/turn.

**INTERMEDIATE TURN SIGNALS**

The intermediate turn signals will flash with the turn indicators.

**MARKER LIGHT LENS COLOR**

The above specified marker lights shall have colored lenses.

**MARKER LIGHT BEZELS**

The above specified marker lights shall have chrome bezels.

**REAR DIRECTIONAL LIGHTBAR**

There shall be a Whelen model #TAL65 36.00 inch long directional lightbar with six (6) amber 500 series LED light heads provided and installed on the apparatus.

The rear directional lights shall be controlled by a Whelen Model TACTL5 control head.

**RDL CONTROL HEAD MOUNTING LOCATION**

Rear Directional Lightbar control head shall be mounted in the rocker panel cutout provided by the chassis manufacturer.

**DIRECTIONAL LIGHTBAR LOCATION & PROTECTION**

The rear directional lightbar shall be surface mounted directly below the intermediate step and installed directly above the rear door.

**REVERSE CAMERA/MONITORING SYSTEM**

A Federal Signal model #CAMSET70-AHD- NTSC4 high resolution 7.0 inch rear vision camera kit shall be provided and installed in the apparatus.

The system shall include a standard rear view CCD camera with night vision and audio, NSTC compatible and 65.5-ft extension cable.

The camera shall be activated manually or when the apparatus is placed in reverse.

**REAR VIEW CAMERA LOCATION**

A rear view camera shall be recess mounted on the right rear of the apparatus body for maximum viewing capability. A brushed stainless steel trim ring shall be installed around the box opening.

**CAMERA MONITOR MOUNTING LOCATION**

The camera monitor shall be mounted in the driver's rocker switch panel.

**POWER AND GROUND STUD 12-VOLT POWER**

A set of power and ground studs shall be provided for the 12 volt power. The power and ground studs shall be circuit breaker protected. The studs shall be capable of carrying up to a 40 amp battery direct load.

A set of power and ground studs shall be provided in each of the following locations:

**ACCESSORY POWER LOCATION**

In the cab console, within reach of the driver, there shall be accessory power.

There shall be a total of one (1) provided.

**6 POSITION 12-VOLT POWER FUSE BLOCK**

A Blue Sea Systems #5025 Six (6) Circuit ST Blade Fuse Block shall be provided. The fuse panel shall be protected by a 40amp battery direct load.

A 6 position Blue Sea Systems fuse block shall be provided in each of the following locations:

**ACCESSORY POWER LOCATION**

12v accessory power shall be provided in the L1 body compartment.

There shall be a total of one (1) provided.

The accessory power shall be located in the compartment, as outboard as practical on the middle portion of the forward wall.

**ACCESSORY POWER LOCATION**

12v accessory power shall be provided in the R1 body compartment.

There shall be a total of one (1) provided.

The accessory power shall be located in the compartment, as outboard as practical on the middle portion of the forward wall.

**SIDE SCENE LIGHT LOCATION**

There shall be four (4) scene lights installed on the sides of the apparatus, two (2) on each side.

One (1) located at the front and one (1) located at the rear corner.

**SCENE LIGHT MODEL**

Whelen model #9SC0ENZR LED gradient scene lighting with chrome flange shall be surface mounted on the apparatus.

Each light shall offer LED lighting at a gradient 32-degree angle. The lamp shall draw 6 amps and generate 6,500 lumens.

**BODY SIDE SCENE LIGHT ACTIVATION**

The scene lighting shall be activated with the chassis side scene lights.

**REAR SCENE LIGHT LOCATION**

There shall be two (2) scene lights installed on the rear facing vertical surface of the apparatus, one (1) on each side.

**SCENE LIGHT MODEL**

Whelen model #9SC0ENZR LED gradient scene lighting with chrome flange shall be surface mounted on the apparatus.

Each light shall offer LED lighting at a gradient 32-degree angle. The lamp shall draw 6 amps and generate 6,500 lumens.

**REAR SCENE LIGHT ACTIVATION**

The rear scene lighting shall be activated by a virtual button on the vehicle display control screen. The scene shall also be interlocked with the park brake.

The switch shall be labeled as follows:

Rear Scene

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**3M REFLECTIVE STRIPING**

There shall be a 6.00 inch (152.40 mm) high, 3M reflective stripe applied to the chassis and apparatus body as specified:

The above specified Striping shall consist of one color. The provided stripe shall be:

reflective stripe black in color.

**STRIPE PATTERN**

The reflective striping shall be applied around the perimeter of the front of the apparatus in a straight line. In addition, when the stripe reaches the front area of the body, the stripe shall jog in a 'Hockey Stick' shape pattern, then continuing around the rear of the apparatus at a slightly higher level.

**REAR RETRO-REFLECTIVE CHEVRON STRIPING**

A minimum of 50 percent of the rear-facing vertical surface, visible from the rear of the apparatus, shall be equipped with 3M Diamond Grade, retro-reflective striping in a chevron pattern, sloping downward and away from the centerline of the vehicle at an angle of 45-degrees.

The stripe shall be 6.00 inches (152.40 mm) wide alternating in colors.

**CHEVRON COLOR**

The diamond grade retro-reflective chevron striping shall be red and fluorescent yellow-green in color.

**FIRE DEPARTMENT SUPPLIED LETTERING**

The apparatus lettering shall be provided and installed by the Fire Department after final delivery of the completed apparatus.

**FIRE DEPARTMENT SUPPLIED DECALS**

The apparatus decals shall be provided and installed by the Fire Department after final delivery of the completed apparatus.

**LICENSE PLATE MOUNTING**

A Cast Products, model LP0004-1-B, cast aluminum fully enclosed license plate bracket shall be installed. The bracket shall incorporate a clear LED light (WL0501) to illuminate the license plate and meet DOT requirements.

**LICENSE PLATE BRACKET LOCATION**

The above specified license plate bracket shall be installed at the back of the apparatus on the right side. The bracket shall be mounted to meet all applicable DOT standards.

**MISCELLANEOUS EQUIPMENT**

The following equipment list shall be provided with the completed apparatus.

**WHEEL CHOCKS**

One (1) set of NFPA compliant cast aluminum folding wheel chocks shall be supplied with the apparatus.

## WHEEL CHOCK MOUNTING BRACKETS

One (1) set of folding wheel chock underbody horizontal mounts shall be installed on the apparatus under the body on the left side, one (1) mount forward of the rear wheels and one (1) mount rearward.

## RECHARGEABLE FLASHLIGHTS

A handheld Streamlight LiteBox rechargeable lantern, model #45805 with shoulder strap and charge rack shall be installed on the apparatus.

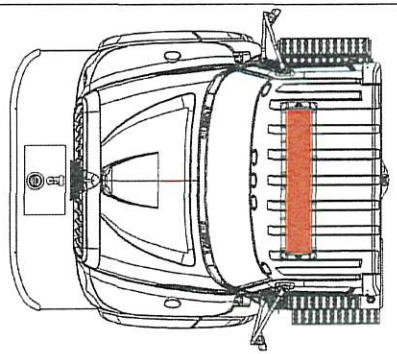
There shall be a total quantity of two (2) provided.

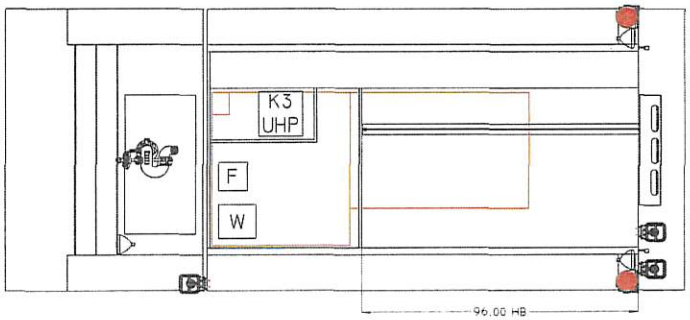
A total of two (2) light(s) shall be mounted in the L1 compartment.

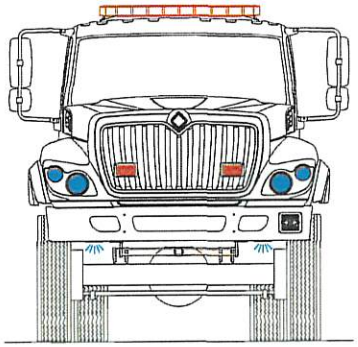
## ADDITIONAL EQUIPMENT

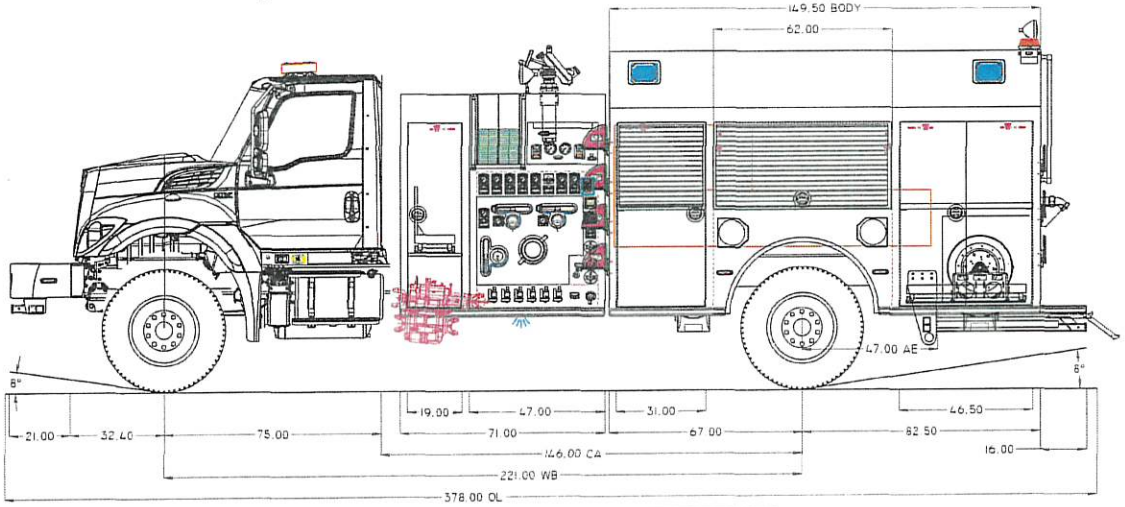
The following additional equipment shall be provided and mounted at the time of delivery to Truth or Consequences NM

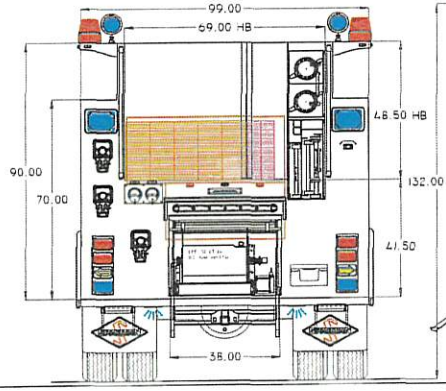
| | |
|---|---|
| 2 | **Red Head S-146-2 Double Holder W/2 SW-2 Spanners (5")** |
| 3 | **Red Head 148-3 Triple Holder W/1 Hydrant Wrench and 2 101 Spanners** |
| 4 | **Zico ULLH SCBA Bracket W/Strap** |
| 2 | **Zephyr #31 Span Hammer** |
| 2 | **Zephyr #32 Span Hammer Holder** |

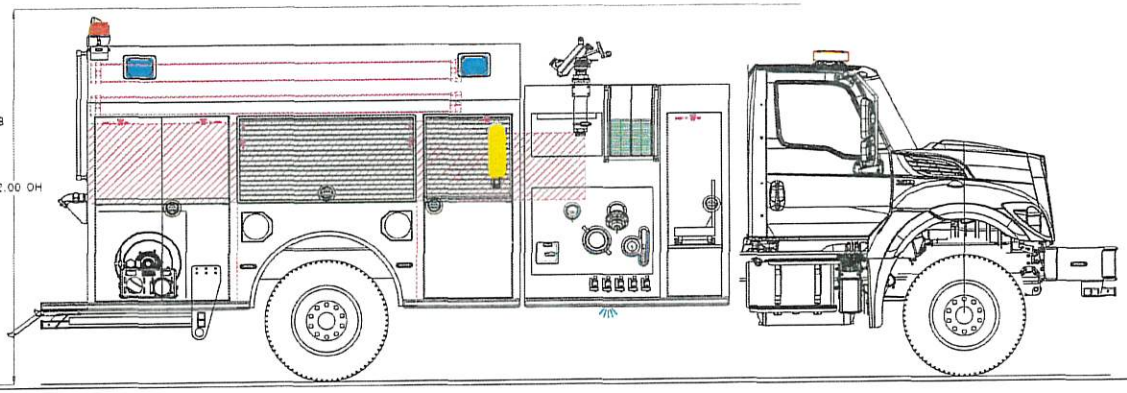






SPARTAN REV GROUP

EMERGENCY RESPONSE

| | |
|---|---|
| CHASSIS: | INTERNATIONAL HV507 SFA 4x4 |
| ENGINE: | CUMMINS L9 350HP |
| TRANSMISSION: | ALLISON 3000 EVS |
| AXLES: | 14,000# FRONT / 26,000# REAR |
| MODEL: | STAR PUMPER |
| WATER/FOAM: | 530 / 10 GALLONS |
| PUMP: | WATEROUS CSU 1250GPM |
| FOAM SYSTEM: | FOAMPRO 1600 |
| GENERATOR: | - |

DOOR FRAMED OPENINGS

| COMPARTMENT | DOOR FRAMED OPENING |
|---|---|
| L1 | 31.0-W x 65.0-H |
| L2 | 62.0-W x 31.0-H |
| L3 | 46.5-W x 65.0-H |
| R1 | 31.0-W x 65.0-H |
| R2 | 62.0-W x 31.0-H |
| R3 | 46.5-W x 65.0-H |
| B1 | 38.0-W x 27.0-H |

SPECIAL NOTES:

THE PUMP PANEL LAYOUT IS REFERENCE ONLY. THE LOCATION OF COMPONENTS WILL CHANGE AS REQUIRED FOR DESIGN AND CUSTOMER INPUT POST THE PRE-CONSTRUCTION MEETING.

CUSTOMER

THIS DRAWING IS A CLOSE APPROXIMATION OF YOUR FIRE APPARATUS. IN ALL CASES WHERE THE DRAWING AND THE WRITTEN SPECIFICATION DIFFER, THE SPECIFICATION SHALL PREVAIL. PLEASE WORK WITH YOUR DEALER TO ASSURE THAT THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN YOUR FINISHED PRODUCT. SPARTAN EMERGENCY RESPONSE BUILDS TO THE WRITTEN SPECIFICATION, NOT THE DRAWING. TO ASSURE THAT YOUR NEEDS ARE MET.

PROPRIETARY AND CONFIDENTIAL

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| REV | DATE | DESCRIPTION | NAME |
|---|---|---|---|
| 2 | 08/22/25 | NEW FILES | R.H. |
| 1 | 08/06/25 | NEW FILES | B.H. |
| 0 | 06/23/25 | INITIAL PROPOSAL | B.H. |

SCALE: NOT TO SCALE

CUSTOMER:
TRUTH OR CONSEQUENCES VOLUNTEER FIRE DEPARTMENT

| TRUCK NUMBER: | DEALER: |
|---|---|
| 000000 | AAA FIRE PRO |

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17



Sourcewell

Asst Chief
2/3/2026

**MASTER AGREEMENT # 082025**
**CATEGORY: Firefighting Apparatus and Fire Service Vehicles**
**SUPPLIER: REV Group, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and REV Group, Inc., 245 S. Executive Drive, Suite 100, Brookfield, WI 53005 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

## Article 1:
## General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 8, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
   a. **Category 1: Structural Apparatus and Comprehensive Solutions,** including, but not limited to:
      i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
      ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
      iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
      iv. **Category 1** responders ***MAY*** include ***complementary*** Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

## Article 2:
## Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3:
## Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

| Sourcewell | REV Group, Inc. |
|---|---|
| Signed by: Jeremy Schwartz C0FD2A130D08489... | Signed by: Phil Gerace C814055612FD49B... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Philip Gerace |
| Title: Chief Procurement Officer | Title: Director of Dealer Development |
| Date: 12/5/2025 \| 2:35 PM CST | Date: 12/5/2025 \| 2:13 PM CST |

# RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

## Vendor Details

| | |
|---|---|
| Company Name: | REV Group, Inc. |
| Does your company conduct business under any other name? If yes, please state: | Our brands in our Portfolio include E-ONE, Ferrara Fire Apparatus, Kovatch Mobile Equipment Corp (KME), Spartan ER (Spartan,Smeal, LT) |
| Address: | 245 South Executive Drive, Suite 100<br>Brookfield, WI 53005 |
| Contact: | Phillip Gerace |
| Email: | phillip.gerace@revgroup.com |
| Phone: | 352-427-9579 |
| HST#: | 26-3013415 |

## Submission Details

| | |
|---|---|
| Created On: | Tuesday July 08, 2025 07:02:24 |
| Submitted On: | Monday August 18, 2025 15:17:37 |
| Submitted By: | Phillip Gerace |
| Email: | phillip.gerace@revgroup.com |
| Transaction #: | 715680b1-5b10-40d2-9773-054af86fcd50 |
| Submitter's IP Address: | 147.243.204.145 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response |
|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | REV Group, Inc. |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | • REV Group, Inc.: 245 S. Executive Drive, Suite 100, Brookfield, WI 53005<br>o E-ONE, Inc: 1601 SW 37th Ave, Ocala, FL 34474<br>o Kovatch Mobile Equipment Corp: One Industrial Complex, Nesquehoning, PA 18240<br>o Ferrara Fire Apparatus: 27855 James Chapel Rd., Holden, LA 70744<br>o Spartan Fire LLC: 907 7th Ave N., Brandon, SD 57005<br>o Spartan Chassis: 1541 Reynolds Road, Charlotte, MI 48813<br>o Smeal Holding LLC, Smeal SFA LLC: 610 W 4th St, Snyder, NE 68664<br>o Smeal LTC LLC: 68 Cocalico Creek Rd, Ephrata, PA 17522 |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | • E-ONE: 8P082<br>• KME - Nesquehoning PA: 0H4A9<br>• KME - Ocala, FL: 9A3S7<br>• FERRARA: 0ZYT8 |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 336120 |
| 6 | Proposer Physical Address: | REV Group, Inc.: 245 S. Executive Drive, Suite 100, Brookfield, WI 53005 |
| 7 | Proposer website address (or addresses): | • REV Group: https://revgroup.com/<br>• E-ONE Inc: https://e-one.com/<br>• Kovatch Mobile Equipment Corp: https://kmefire.com/<br>• Ferrara Fire Apparatus: https://ferrarafire.com/<br>• Spartan ER (Spartan, Smeal): https://spartaner.com/<br>• Spartan Chassis: https://spartanfirechassis.com/ |
| 8 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | Philip Gerace, Director of Dealer Development<br>1601 SW 37th Ave, Ocala, FL 34474<br>philip.gerace@revgroup.com<br>352-427-9579 |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Philip Gerace, Director of Dealer Development<br>1601 SW 37th Ave, Ocala, FL 34474<br>philip.gerace@revgroup.com<br>352-427-9579 |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | • E-ONE Inc: Mike Purvis, Director of Sales, 1601 SW 37th Ave, Ocala, FL 34474, mpurvis@e-one.com, 757-607-6066<br>• Kovatch Mobile Equipment Corp: Zash Zschunke, Inside Sales Manager, One Industrial Complex, Nesquehoning, PA 18240, zzschunke@revgroup.com, 570-667-6391<br>• Ferrara Fire Apparatus, Paul Dell, Inside Sales Manager, 27855 James Chapel Rd., Holden, LA 70744, pdell@revgroup.com, 225-567-7100<br>• Spartan ER: Nick Hummel, Director of Sales, 1541 Reynolds Road, Charlotte, MI 48813, nickolas.hummel@spartanmotors.com, 404-245-4665 |

### Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response | |
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| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | REV Group companies are leading designers and manufacturers of specialty vehicles and related aftermarket parts and services, which serve a diversified customer base, primarily in North America, through two segments: Specialty Vehicles and Recreational Vehicles. The Specialty Vehicles Segment provides customized vehicle solutions for applications, including essential needs for public services (ambulances and fire apparatus) and commercial infrastructure (terminal trucks and industrial sweepers). REV Group's Recreational Vehicles Segment manufactures a variety of RVs from Class B vans to Class A motorhomes. REV Group's portfolio is made up of well-established principal vehicle brands, including many of the most recognizable names within their industry. Several of REV Group's brands pioneered their specialty vehicle product categories and date back more than 50 years. REV Group trades on the NYSE under the symbol REVG.<br><br>REV Group brands have over 210,000 vehicles in service today—which we believe is a testament to our customers' loyalty and the trust they place in our products.<br>Our vision is to improve the quality of life for our customers and their communities.<br>Our mission is to provide our customers with vehicles they can count on when it matters most. Our company values include:<br><br>Do What's Right<br>We act with integrity and transparency, always. We keep our commitments and earn trust through our actions.<br><br>Safety Is Life<br>The safety of our people and those who travel in our vehicles is our top priority. It's more than the way we work, it's a way of life.<br><br>Win As One<br>We value diversity in our teams, respect alternative perspectives and are accountable to each other to fulfill our goals.<br><br>Build Lasting Trust<br>Customers depend on our vehicles and support through the entire lifecycle of their purchase. We will build that trust through transparency and respect and by providing quality vehicles and attentive service.<br><br>Think Like An Owner<br>Each of us plays a vital role in our success. We innovate, execute and use our resources wisely to create value for our stakeholders.<br><br>REV's Specialty Vehicle Segment includes brands with a rich legacy of serving the fire and emergency services. E-ONE has been in business since 1974 and built the first extruded aluminum fire truck cab and body. For over 50 years, E-ONE has been a recognized leader in fire truck manufacturing. Kovatch Mobile Equipment has been building fire trucks since 1980 and in the vehicle business since 1946. KME's can-do culture, elevated engineering prowess and bold, no-limits attitude, allow it to deliver comprehensive solutions in multiple materials to meet the unique demands of each fire department. Ferrara Fire Apparatus has been in business since 1987 and its extra-heavy-duty construction protects crews and delivers maximum response capabilities so they can carry out their vital mission of serving communities. Spartan ER has been serving since 1975 and its network represents the Spartan, Smeal and Ladder Tower brands. Known for breakthrough innovations in safety, ergonomics and serviceability, Spartan ER engineering, manufacturing and sales teams have developed an agile, highly collaborative culture to serve their customers and industry from multiple manufacturing sites across the U.S. | * |
| 12 | What are your company's expectations in the event of an award? | Based upon the success with the current Sourcewell contract, our fire brands are excited about the opportunity to serve our markets with a new contract. Upon a successful award, our dealers will be retrained regarding the new contract via Teams meetings and in person at the annual sales meeting. They will lead with this opportunity to assist fire departments in saving money and time when procuring apparatus. The contract will be promoted on all websites and social media channels. POC's for each brand will report to Sourcewell on a timely basis and follow up on inquiries from various Sourcewell and Canoe members. Based upon past history, we expect volume to exceed $400M over the initial term. | * |

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| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | REV Group, Inc. (NYSE: REVG) is a strong collection of brands with a long history of delivering excellent products to the fire services and specialty vehicle market. Annual sales exceed $2.5 billion. An SEC Form 10-Q can be found in the documents section of the bid.<br><br>On June 4, 2025 REV announced its second quarter results. A copy of the full announcement is attached to this submission in Documents. Excluding the bus manufacturing business which was sold, the Specialty Vehicle Segment's 2nd quarter net sales increased $49.4 million, or 12.2% compared to the prior year quarter. Adjusted 2nd quarter EBITDA increased $24.0 million, or 74.3% compared to the prior year quarter.<br><br>REV remains a financially strong corporation with the ability to manufacture its full backlog and warrant and service their apparatus for years to come.<br><br>In 2024, E-ONE celebrated its 50th Anniversary. Now in 2025 Spartan is celebrating its 50th anniversary and Ferrara Fire turns 37. In 2026 KME will celebrate its 75th anniversary. These brands are icons within the US fire market. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | About 100 fire truck manufacturers who are members of the Fire Apparatus Manufacturer's Association report their truck bookings and deliveries, but only blind, totalized data is published. Therefore, there is no official market share reporting for fire truck manufacturing. In addition, there are 15 fire truck manufacturers that do not belong to FAMA and don't report sales and deliveries. However, at this time, REV estimates its US market share to be greater than 25% of FAMA reported new orders as a 12-month rolling average. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Less Canadian fire truck manufacturers report to FAMA orders and deliveries than in the US, so market share is even more difficult to calculate. However, REV's Canadian share is similar to its US rolling average. | * |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | There are no past, current or planned bankruptcy proceedings. | * |
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | REV and its fire brands are OEM manufacturers that go to market with individual, independent dealer networks. E-ONE, KME, Ferrara, and Spartan ER each have their own dealer networks that are comprised of privately owned businesses that sell apparatus, offer service and parts, and often sell loose equipment. The dealers employ experienced sales representatives (REV brands assist with training) as well as warranty, service and parts teams that provide timely and support to fire departments in the regions that the trucks are operating. Fire Departments wishing to purchase apparatus do so directly with the dealer, who in turn issue a purchase order to their REV brand for the apparatus. The dealer, along with a REV assigned contract administrator, assist the customer during the entire purchase, design, build and delivery process as a team supporting them every step of the way.<br><br>Below is a list of brand dealers. Each dealer has an area of responsibility that ranges anywhere from part of single state to multiple states. Many dealers have multiple sales and service locations to support customers within that area.<br><br>• E-ONE currently has 31 dealers in North America.<br>• KME currently has 27 dealers in North America<br>• Ferrara Fire currently has 16 dealers in North America<br>• Spartan currently has 26 dealers in North America<br><br>Note: Select Airport Rescue Fire Fighting (ARFF) customers purchase directly from E-ONE | * |

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| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | As manufacturing entities, each REV business unit fully complies with all Federal, State and local regulations and certifications required. Specifically for fire apparatus, REV businesses comply with all DOT, FMVSS, and NFPA 1900 standards for the design and testing of trucks. In addition, all four REV fire brands are members of the Fire Apparatus Manufacturer's Association (FAMA), a not-for-profit trade association committed to enhancing the quality of the fire apparatus industry and emergency services community.<br><br>E-ONE is also an ISO 9001:2015 manufacturing facility. ISO 9001 is an international management system standard that specifies requirements for a quality management system (QMS). Organizations use the standard to demonstrate their ability to consistently provide products and services that meet customer and regulatory requirements, as well as the organization's own requirements. E-ONE also holds UL authorizations at both their Hamburg, NY and Ocala, FL facilities for UL's Vehicle Inspection Program (VIP) to assure compliance of trucks to NFPA 1901 and CAN/ULC S515 (certificates attached to bid).<br><br>KME is also an ISO 9001: 2015 facility and listed on the same certificate.<br><br>In addition, dealers for all brands employ service technicians, many with certifications from engine, transmission and pump manufacturers as well as Emergency Vehicle Technician (EVT) certifications. The Emergency Vehicle Technician Certification Commission, Inc. (EVTCC) administers EVT certifications, which are designed to improve the quality of service and repair for emergency vehicles across the United States and Canada. The certification program began as a response to the need for standardized training and recognition for technicians who work on emergency vehicles, such as fire trucks and ambulances. |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | There are no past or current debarments or suspensions. |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | REV Awards:<br>• 2025 USA Today America's Climate Leaders<br>• 2025 Newsweek World's Greenest Companies 2025 by Newsweek<br>• 2025 Newsweek America's Greatest Workplaces for Diversity 2025<br>• 2024 Newsweek America's Greatest Workplaces for Diversity 2024<br>• 2024 Newsweek America's Greatest Workplaces 2024<br>• 2024: Military Friendly - Our commitment to enhancing workforce diversity is exemplified by our successful recruitment of 128 veterans, earning us recognition as a Military Friendly® Employer with a Bronze designation from militaryfriendly.com. Furthermore, we are proud to hold a Military Friendly Spouse Employer designation, reflecting our ongoing support for military families.<br>• 2025: Military Friendly - Military Friendly® Employer with a Bronze designation from militaryfriendly.com. Furthermore, we are proud to hold a Military Friendly Spouse Employer designation, reflecting our ongoing support for military families. |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | For REV Fire Group, nearly 100% of all sales go to a city, municipality, county, province, VFD, or airport. In addition, E-ONE and KME hold contracts with the Defense Logistics Agency which acquires fire trucks for all branches of the US military. |
| 22 | What percentage of your sales are to the education sector in the past three years? | REV brands do supply apparatus to fire academies, community colleges and universities with fire protection and fire science programs, but this accounts for a small portion (less than 3%) of the total business. |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | Sourcewell $101M/yr avg over last 3 years<br>HGAC $33M/yr avg over last 3 years<br>NASPO Value Point $30M/yr avg over last 3 years<br>NPPGov $0<br>Ohio STS $2M/yr avg over last 3 years<br>Pennsylvania COSTARS $5M/yr avg over last 3 years |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Defense Logistics Agency (DLA): Supply fire apparatus to US military<br>2022-2024 Combined Volume: E-ONE $20.2M, KME $7.6M |

## Table 2B: References/Testimonials

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

| Entity Name | Contact Name | Phone Number | |
|---|---|---|---|
| Snohomish Regional Fire & Rescue, Snohomish, WA | Deputy Chief Logistics Ron Rasmussen | 360-926-4053 | * |
| Pasco County Fire & Rescue, FL | Rick Glangrande, Fleet Acquisition Specialist | 727-248-4726 | * |
| Hazleton PA Fire Department | Chief Donald Leshko | 570-966-7389 | * |

## Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

| Line Item | Question | Response | |
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| 26 | Sales force. | REV brands work in partnership with their independent dealers. Each REV Fire brand has REV brand employed Regional Sales Managers who are assigned as the primary POC for a North American region. These Regionals support both dealers and end-users in their region. E-ONE has a Director of Sales plus 3 Regional Sales Managers. KME and Ferrara have a Senior Sales Manager and 2 Regional Sales Managers. Spartan ER has a Director of Sales plus 3 Regional Sale Managers. REV also employs a federal government and ARFF specialist.<br><br>This team is also supported at each brand with an inside sales department that oversees the quote design, contract administration, production, and final inspection/delivery processes. The inside sales teams have approximately 12-18 people at each brand.<br><br>Of course each dealer also employs a full-time sales team. At last registration, the combined dealership sales force (inside and outbound) exceeds 400 individuals. | * |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | REV Brands operate independent dealer networks. Each dealer has an area of responsibility for a specific brand (E-ONE, KME, Ferrara or Spartan ER) that ranges anywhere from part of a single state to multiple states. Some dealers carry more than one REV Fire brand. Many dealers have multiple sales and service locations to support customers within that area.<br><br>* E-ONE currently has 31 dealers in North America.<br>* KME currently has 27 dealers in North America<br>* Ferrara Fire currently has 16 dealers in North America<br>* Spartan currently has 26 dealers in North America<br><br>Based upon registrations by dealers, the REV network has over 400 dealer employees that support the sales (inside and outbound) process. This does not include service or parts technicians. | * |
| 28 | Service force. | REV brand customer service departments also work in partnership with their independent dealers' service centers. REV employs an extensive team supporting our brands and dealers that includes a field service team (6 techs) to complement the dealer technicians.<br><br>In addition, each dealer has their own service and parts team. At last registration, our combined networks had over 500 technicians operating mobile and dealership warranty and service, as well as testing and maintenance. | * |

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| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | REV dealers utilize their brand's configuration tool that generates specifications, pricing and drawings for the customer. The specifications are reviewed by the brand's engineering team prior to release to ensure it is buildable and no conflicts exist. This is required because North American fire departments typically order highly customized trucks for their unique needs.<br><br>If the customer wishes to use a cooperative purchasing contract, the dealer ensures that the customer is a member and the unit's specs and price fully comply with the contract. Upon purchase, the end user issues a purchase order to the dealer, who in turn issues their own purchase order to the REV brand. Upon receipt and acceptance of the order by the REV brand, a contract administrator is assigned as a primary POC for the dealer and customer for the truck(s) ordered.<br><br>Shortly after purchase (usually within 2-6 months currently), the customer, dealer and REV contract administrator hold a pre-construction meeting to review the specifications, garner any additional clarifications, and make any customer requested changes since order. Once complete, the unit enters into the production cycle. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | REV brand customer service departments work in partnership with their independent dealers' service centers. REV understands the importance of service and support to our customers and staffs the following support areas:<br><br>• Technical Support Team with 5 full-time technicians<br>• An on-call "truck down" phone for 24/7 support<br>• Field training team for pumper and aerial operations<br>• Field service team (6 techs) to complement the dealer technicians and assist with high-tech repairs<br>• Warranty Team at each brand to administer all warranty support<br>• REV Parts team<br><br>REV does an outstanding job of supporting customers with parts. Rev Fire Group operates a separate Parts and Accessory Business designed to help dealers keep trucks in service by selling both custom fabricated fire truck parts and other standard trucks parts.<br><br>• 35,000 sqft parts warehouse in Ocala FL servicing both dealers and OE chassis customers<br>• 8,000 different parts are in stock ($5M of inventory value), all in an effort to reduce customer lead times for parts<br>• 74% of shipments are shipped out within 4 days after order receipt<br>• REV Fire shipped out $55.7M of parts to dealers and customers in 2024<br><br>In addition to a parts staff of 35 people in Ocala, there are additional parts research staff at the brand locations. These parts research personnel are experts for their brand and identify requested part numbers from bills of material and drawings, and find sources of components. This is especially important due to the long in-service life of apparatus with some parts demands for trucks exceeding 30 years.<br><br>REV also operates an annual Fire Truck Training Conference (FTTC). Details can be found in the answer to #41. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | REV Group and its independent dealers are eager to supply our full product line of apparatus, parts, and services to Sourcewell members. Dealer personnel are trained on the resources and processes of the Sourcewell contract. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | REV Group and its 6 independent Canadian dealers are eager to supply our full product line of apparatus, parts, and services to Sourcewell/Canoe members in Canada, Dealer personnel are trained on the resources and processes of the Sourcewell/Canoe contract. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | All geographic areas in the US and Canada will be served. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | All entity types in the US and Canada will be served with our full offering. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | These areas may purchase under the contract without exception. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes, terms of the agreement would extend to non-profit, members i.e. Volunteer Fire Departments, Fire Districts, Hospitals, and Schools. | * |

## Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * | |
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| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | As an existing Sourcewell contract holder, REV will continue its current marketing strategies as well as implement new tactics:<br><br>Training--REV personnel have attended Sourcewell Academies to understand all available resources. In 2023, REV invited its dealer network to a webinar on Sourcewell processes and resources for dealer promotion of the contract. In addition, in June 2025, REV Fire brands held their annual sales meeting with all dealer sales personnel. Sourcewell personnel were in attendance to not only promote the contract during the tradeshow hours, but also taught nine, one-hour breakout sessions on Cooperative Purchasing Strategies.<br><br>Advertising: The Sourcewell contract and associated links are on each REV brand's website. In addition, the contract would be promoted on the brands social media pages including Facebook and LinkedIn. A copy of a recent post can be found in the attachments section of the bid.<br><br>Tradeshows: REV brands display the Sourcewell flags at several tradeshows, including the annual FDIC show held in Indianapolis each year. | * |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Any lead for a Sourcewell purchase that comes from Sourcewell/Canoe, the REV website, or other sources is tracked and electronically sent to both the dealer and the REV brand's Regional Sales Manager. As mentioned in 37, REV has websites, Facebook pages, Instagram accounts, and Linked In pages to promote the brands and the benefits of cooperative purchasing.<br><br>REV also shares Sourcewell data with its dealers when pursuing new accounts to support the use of cooperative contracts. | * |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | In our view, REV and Sourcewell are partners in helping customers understand and utilize the contract. Sourcewell should continue to promote themselves and their contracts to customers at tradeshow and events for both end users (Fire Department personnel) and Procurement teams.<br><br>REV spent substantial time at its annual dealer meeting not just on resources, but actually trained personnel on how to integrate cooperative purchasing contracts into their sales process. The class was titled, "Pro Tips for Leveraging Cooperative Contracts" and was taught by Crosby Grindle and Shawn Stokes from Sourcewell . It is described as perspectives from an industry expert and cooperative contract fire officer on how to leverage cooperative contracts for increased sales success, overcome objections to cooperative contracts, and how to find resources and reporting requirements. | * |
| 40 | Are your solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | REV brands do not offer e-procurement ordering as orders by members are placed with a local dealer and not directly with the fire brand. | * |

## Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * | |
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| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Per NFPA, when apparatus are delivered to customers, included in the standard contract is fire department truck orientation. Trainers from dealers typically present at the customer location with their apparatus. Aerial training is usually offered by REV brand trainers or 3rd party expert training teams. Training is usually 3 days to accommodate all shifts.<br><br>In addition, REV operates an annual Fire Truck Training Conference (FTTC). Founded in 1994, the Fire Truck Training Conference is the industry's leading Emergency Vehicle Technician training and testing event. REV's core aim is to enhance fire service technicians' expertise and knowledge, empowering them to ensure that fire trucks and ambulances remain reliable and responsive, safeguarding their communities.<br><br>During the 4 days of this training event, over 50 unique classes are held with comprehensive, hands-on education by industry experts. There are two opportunities for EVT testing and the ability connect with suppliers one-on-one during the exhibitor's reception. This event is open to any technician from a fire department or dealership (even if it's a dealer that represents a competitive brand to REV). More information at: https://revgroup.com/wp-content/uploads/2025/05/2025_FTTC_Booklet_050625.pdf | * |

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| 42 | Describe any technological advances that your proposed Solutions offer. | Within each of the fire brands websites is an entire section on Innovations. Some highlights include:<br><br>* E-ONE: VECTOR ALL ELECTRIC FIRE TRUCK<br>One of the most exciting developments in the firefighting industry is here. Vector™ answers the call as the first North American-style fully electric fire truck that's innovatively engineered so firefighters can drive and pump on electric power only. Energized with proven global technology and customizable to meet your department's needs. Zero tailpipe emissions. Zero tailpipe greenhouse gas. Reduced noise pollution and quieter on scene. Vector is taking firefighting to an all-new level.<br><br>* Ferrara: MAXX-Strength™ Construction<br>Designed to face the most demanding conditions, Ferrara fire trucks are built with extra-heavy-duty MAXX-Strength Construction. FFA engineers strength into its chassis and bodies using specifically molded I-beams, thicker aluminum extrusions and robust Domex® steel frame rails. Continuous, V-channel welds and extruded 2"x 4" gussets at each 90° joint add another level of toughness. With MAXX-Strength Construction, every Ferrara fire truck is built to be as resilient as those who operate them.<br><br>* KME: FLEX-FORM™ BODY<br>Engineered with the customer's choice of formed metal (aluminum, galvannealed steel or stainless steel), blended with a matching extruded subframe, the Flex-Form body construction delivers more compartment space in the same overall length to store all the essential gear for the job. The single-formed wall construction allows compartments to be 6" to 8" larger than the door openings, providing additional storage space over the entire body.<br><br>* Spartan ER: SPARTAN AWD<br>Industry-first all-wheel drive mates the Hendrickson STEERTEK with the EZ Trac front drive system to provide a better ride and outstanding traction characteristics. Spartan's AWD system provides superior cramp angles for improved turning radiuses. It also provides a low center of gravity and maintains the traditional ride height of a 2WD fire apparatus. | * |
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | Environmental metrics, including energy use, water consumption, air emissions, and hazardous waste generation, are tracked monthly to understand the organization's current environmental footprint and identify opportunities for reduction. Our Sustainability Document (attached) goes into extensive detail in our initiatives (pages 16-27). | * |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | REV "Green" awards include:<br>* 2025 USA Today America's Climate Leaders<br>* 2025 Newsweek World's Greenest Companies 2025<br><br>In addition, REV manufactures an "all electric" firetruck, the Vector. The pumper uses batteries for all pumping and driving operations. | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | REV Fire Group uniquely combines the power of 7 brands operating independently with the support of a corporate parent that helps them deliver outstanding technologies and unmatched customer support. Few OEMs can deliver the breadth of REV solutions that include ARFF, custom chassis, commercial chassis, wildland, pumper, rescue, tanker, aerial, industrial models. In addition, REV brands have implemented quick delivery apparatus programs for pumpers and aerials (80% of all apparatus purchased in the fire service) that offer pre-engineered solutions with deliveries currently around one year. These include the E-ONE Select Series and VM8 program, the Spartan S-180 program, and the KME and Ferrara K-180 and F-180 program. Documents with details can be found attached to this bid. | * |
| 46 | Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements. | REV vehicles are constructed with full compliance to all FMVSS, DOT, and NFPA 1900 standards. Each vehicle is 3rd party tested at all brand locations, per NFPA to ensure compliance to the specification and that it meets all construction, pumping, and electrical standards. UL's VIP program is also utilized at many of the facilities. | |
| 47 | Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements. | REV vehicles are constructed with full compliance to all CMVSS, DOT, and NFPA 1900 standards. Each vehicle is 3rd party tested at all brand locations, per NFPA to ensure compliance to the specification and that it meets all construction, pumping, and electrical standards. UL's VIP program is also utilized at many of the facilities for both NFPA and the CAN/ULC S515. | |
| 48 | Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment. | REV fire brand dealers offer a full range of in-house and mobile service. Should a fire customer require warranty repair, service, maintenance or parts, they're first contact is to their local dealer. REV dealers also offer additional services that includes engine and transmission repair and pump testing. REV dealers are trained to support our vehicle, but should they require additional support, our warranty administration, tech support, and factory technician teams are available. | |

## Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment | |
|---|---|---|---|---|---|
| 49 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | ○ Yes ◉ No | N/A | * |
| 50 | | Minority Business Enterprise (MBE) | ○ Yes ◉ No | N/A | * |
| 51 | | Women Business Enterprise (WBE) | ○ Yes ◉ No | N/A | * |
| 52 | | Disabled-Owned Business Enterprise (DOBE) | ○ Yes ◉ No | N/A | * |
| 53 | | Veteran-Owned Business Enterprise (VBE) | ○ Yes ◉ No | N/A | * |
| 54 | | Service-Disabled Veteran-Owned Business (SDVOB) | ○ Yes ◉ No | N/A | * |
| 55 | | Small Business Enterprise (SBE) | ◉ Yes ○ No | Absolute Fire Protection, E-ONE dealer in N. NJ. | * |
| 56 | | Small Disadvantaged Business (SDB) | ○ Yes ◉ No | N/A | * |
| 57 | | Women-Owned Small Business (WOSB) | ○ Yes ◉ No | N/A | * |

## Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response* | |
|---|---|---|---|
| 58 | Describe your payment terms and accepted payment methods. | Payment for apparatus is made by the Sourcewell member to the dealership. Terms are generally COD unless otherwise negotiated (i.e.Net 30). Refurbishment and remount services generally require some level of down payment. Should a member wish to pre-pay for their apparatus, REV offers a simple interest discount (currently at 5%) to the member (new trucks only, excludes remount and refurbishment). Payment is via check, ACH or wire transfer. | * |
| 59 | Describe any leasing or financing options available for use by educational or governmental entities. | REV customers have the options of leasing and financing from REV Financial, multiple 3rd party leasing companies, or their local bank.<br><br>REV's financial services division offers a full product portfolio including Full Payout Loans, Leasing, Trac Leasing, Fair Market Value Leases, and Municipal Leases. There are flexible payment schedules and the application process is quick and easy. | * |

| | | | |
|---|---|---|---|
| 60 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | Typically there are four documents associated with each purchase:<br><br>1) PO or contract from Member to Dealer (varies based upon Member procurement process)<br><br>2) PO from dealer to REV for the apparatus (varies based upon Dealer)<br><br>3) Specification satisfying the Member's requirements (varies per brand and customer). An example can be found in the Documents section.<br><br>4) A drawing to give a visual representation of the proposed apparatus. An example can be found in the Documents section. | * |
| 61 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | No | * |
| 62 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | REV brands are offering product-category discounts. A price list and related documents can be found in the Documents section of the submission.<br><br>Each REV brand has an online configuration tool utilized by its authorized dealers to generate the unique specifications and pricing for each customer's request. The tool contains thousands of options for fire departments to select from and generates a detailed specification and a list/market price. That price is then discounted per the matrix for Sourcewell members. Any additional items like extended warranties, maintenance contracts, or taxes are added for a final purchase price. An example of the related documents is attached to this submission. | * |
| 63 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | REV brands are offering product-category discounts.<br><br>Trucks are competitively priced within the dealer quotation tool. REV offers additional discounts to Sourcewell members that range from 3-5% off a list/market price. | * |
| 64 | Describe any quantity or volume discounts or rebate programs that you offer. | REV's Sourcewell pricing takes into consideration the overall expected volume of the contract. However, when members make multiple unit purchases in a single order, REV may extend additional discounts based upon the quantity and model of apparatus. | * |
| 65 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Any open market sourced item or service will be quoted as a separate quote or line item within the proposal so the member clearly understands the purchase price for those items. | * |
| 66 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Each proposed final price to a member includes all items requested including delivery, training, equipment mounting, and inspections trips, etc. Such items are proposed by the REV dealer in the total purchase price and can be broken out as detailed line items whenever requested. | * |
| 67 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Each apparatus quotation from the dealer to the member is uniquely created and presented with all associated costs. Almost without exception, the final quote and pricing includes delivery to the end user's location. | * |
| 68 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | As reviewed in Question 67, each quote includes all charges including delivery. Any costs associated with driveaway, transport by rail, or ocean freight would be detailed and included in the final purchase price. | * |
| 69 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Trucks leave REV factories via a driveaway service with bonded and insured professional drivers. On many occasions they are first delivered to the dealership for vehicle cleanup, prep, and installation of equipment and then delivered to the member. | * |
| 70 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | Upon order entry at the REV brand, if a cooperative contract was utilized, it is noted and tracked within the order entry system. The administrative fees associated with the contract are held in an account awaiting payment at the time of quarterly reporting. Regional Sales Managers utilize shipment data provided by the REV brand and dealer to assist with quarterly sales reporting to the contract (i.e. Sourcewell). | * |

| | | | |
|---|---|---|---|
| 71 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | Sales Directors/Managers at each REV brand have past sales performance under the existing Sourcewell contract in place now. The are responsible for reporting deliveries to Sourcewell. Managers will track historical performance by quarter over a 5-year period to see if we are having success in growing Sourcewell usage. | * |
| 72 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | REV Group is proposing a flat fee structure for contract usage. $1500 for any vehicle with a commercial chassis (i.e. Ford, International, Freightliner, Kenworth), $1750 for any custom chassis pumper, tanker, rescue, industrial, ARFF or WUI and $2000 for any aerial truck. For service, remount, and refurbishment the fee would be .75%, not to exceed $1500. | * |

## Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: | Comments | |
|---|---|---|---|
| 73 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | This pricing is consistently best in class for REV cooperative contracts across the board. | * |

## Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, 7C and 7D)

| Line Item | Question | Response * | |
|---|---|---|---|
| 74 | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal. | REV brands are offering a full line of both structural apparatus and specialty vehicles. This includes Aerials (ladders, platforms, SQRT, and tractor drawn), Pumpers (structural, industrial, off road), Rescues (light and heavy duty–walk-in, walk-around and combination), Wildland (mini-pumper, urban interface), Tanker, and ARFF vehicles. Including finance, refurb, and service options. Complementary products and services are also offered including equipment and mounting, service, maintenance contracts, and refurbishments. | * |
| 75 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Structural Apparatus and Comprehensive Solutions including aerials, pumpers, rescues, wildland, tanker, and ARFF. As well as complementary products and services. | * |
| 76 | Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes. | REV Dealerships offer a full range of services including remount and refurbishing services. This includes frame rail replacement, aerial repairs, body and paint work, electrical system upgrades, and new chassis for existing bodies. | * |
| 77 | Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered. | Apparatus base warranty is one year (two years on Spartan chassis). Several components have manufacturers' warranties that range from 2 years to lifetime. Administration of warranties for end-users is at their local, authorized dealer who works in conjunction with their REV brand warranty team and in certain cases, a major component supplier. Items under REV warranty are repaired or replaced at no cost to the end-user for parts, labor or travel. Major components used in Company apparatuses are not covered by the limited warranty issued by Company. Instead the Original Equipment Manufacturers ("OEM") of these Major Components issue warranties and have separate warranty procedures which must be followed by the Dealer, Service Center, and Customer. The dealer is responsible for both sales and warranty coverage for all areas of their Area of Responsibility (AOR). | * |
| 78 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer? | The base vehicle warranty is covered and administered by REV and its dealer. Select Major Components have separate warranty procedures which must be followed by the Dealer, Service Center, and Customer. Major Components include, but are not limited to:<br>• Commercial chassis<br>• Engines<br>• Transmissions<br>• Axles<br>• Tires<br>• Batteries<br>• Fire Pumps<br>• Line Voltage Generators<br>• Breathing Air Systems<br><br>Most often the dealer is either an authorized service center to administer the warranty or works in conjunction with a local authorized warranty repair center to assist the fire department with all warranty and service. | * |
| 79 | Describe any service contract options or extended warranties being offered with your proposal. | REV brand dealers offer service, maintenance, and testing contracts to their customers as part of an overall apparatus solution. In addition, REV dealers offer 3rd party warranty coverage which has two levels of coverage: basic powertrain and full exclusionary, which includes coverage for all of the vehicle's factory-equipped mechanical and electrical parts—except those that are excluded by the terms and conditions. Excluded items include, but are not limited to, tires, windshield glass, upholstery, or structure. All coverage has unlimited mileage, zero-dollar deductible, and is transferable and renewable. Additional coverage is available for pump/pump panel, aerials, electric vehicle batteries, and more. All new vehicle coverage can start as the OEM coverage expires, and coverage can also be used for any vehicles presently in service to help reduce the annual repair budget and total cost of ownership. | * |

**Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE**

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

☑ We will not be submitting for Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

| Line Item | Category or Type | Offered | Comments | |
|---|---|---|---|---|
| 80 | Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints | ◉ Yes ○ No | A full line of commercial and custom pumpers and tankers, as well as a wide range of aerials and quints. | * |
| 81 | Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above | ◉ Yes ○ No | Equipment as ordered with the apparatus for which there is not a Sourcewell offering. | * |
| 82 | Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above | ◉ Yes ○ No | A full range of service, refurbishment, remount, maintenance and training as delivered by REV dealers. | * |
| 83 | Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response | ◉ Yes ○ No | Specialty vehicles including rescue, wildland and interface apparatus. | * |

**Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE**

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

☑ We will not be submitting for Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

| Line Item | Category or Type | Offered | Comments | |
|---|---|---|---|---|
| 84 | Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, mobile foam units, and custom rescue trailers | ○ Yes ○ No | | * |
| 85 | Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above | ○ Yes ○ No | | * |
| 86 | Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above | ○ Yes ○ No | | * |
| 87 | Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response | ○ Yes ○ No | | * |

### Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

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

☑ We will not be submitting for Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 88 | Wildland firefighting apparatus, such as brush trucks and wildland urban interface (WUI) units | ○ Yes ○ No | | * |
| 89 | Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 85 above | ○ Yes ○ No | | * |
| 90 | Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 85 - 86 | ○ Yes ○ No | | * |
| 91 | Category 3 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment solutions in their response | ○ Yes ○ No | | * |

### Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 92.** **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ○ Yes ◉ No |

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - REV Price List.pdf - Monday August 11, 2025 09:34:41
- Financial Strength and Stability - Q13-Financial Strength-Q2 Results and SEC 10-Q.pdf - Thursday July 24, 2025 07:29:58
- Marketing Plan/Samples - REV Marketing Summary.pdf - Thursday July 24, 2025 08:03:26
- WMBE/MBE/SBE or Related Certificates - Dealer List and SBE Cert for Absolute.pdf - Thursday July 24, 2025 07:55:19
- Standard Transaction Document Samples - Sourcewell Verification and Standard Transcation Documents.pdf - Thursday July 24, 2025 08:16:27
- Upload Additional Document - REVC0071_2024-SustainabilityReport_FINAL.pdf - Thursday July 24, 2025 07:33:41
- Requested Exceptions (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Philip Gerace, Director of Dealer Development, REV Group, Inc.

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

○ Yes ◉ No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_7_Firefighting_Apparatus_RFP_082025** Wed August 6 2025 04:28 PM | ☑ | 2 |
| **Addendum_6_Firefighting_Apparatus_RFP_082025** Mon August 4 2025 05:42 PM | ☑ | 1 |
| **Addendum_5_Firefighting_Apparatus_RFP_082025** Thu July 31 2025 04:55 PM | ☑ | 1 |
| **Addendum_4_Firefighting_Apparatus_RFP_082025** Fri July 25 2025 04:25 PM | ☑ | 2 |
| **Addendum_3_Firefighting_Apparatus_RFP_082025** Wed July 23 2025 04:42 PM | ☑ | 3 |
| **Addendum_2_Firefighting_Apparatus_RFP_082025** Thu July 3 2025 03:37 PM | ☑ | 1 |
| **Addendum_1_Firefighting_Apparatus_RFP_082025** Wed July 2 2025 03:49 PM | ☑ | 1 |

| Spartan ER (Spartan, Smeal, LT) Models | SKU Range | Discount Off MSRP | Notes |
|---|---|---|---|
| | | | |
| **PUMPERS** | | | |
| S-180 Custom Chassis Pumper | All models | 3% | |
| VM8 Custom Chassis Pumper | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| VM8 Commercial Chassis Pumper | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| Commerical Chassis Pumper | Comml, FC -94 Chassis, Spartan and Smeal Models | 3% | *Discount does not include Commercial Chassis and FC-94 portion as they are a pass through* |
| Custom Chassis Pumper | Custom, Metro Star and Gladiator, Spartan and Smeal Models | 5% | |
| Vector Fully Electric Custom Chassis Pumper | All models | 5% | |
| | | | |
| **TANKERS** | | | |
| VM8 Commercial Chassis Tanker | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| Commercial Chassis Tanker | Comml, FC -94 Chassis, Spartan Models | 3% | *Discount does not include Commercial Chassis and FC-94 portion as they are a pass through* |
| Custom Chassis Tanker | Custom, Metro Star and Gladiator, Spartan Models | 5% | |
| | | | |
| **RESCUES** | | | |
| VM8 Light Duty Commercial Chassis WA Rescue | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| Custom Chassis WA, WI or Combination Rescue | Custom, Metro Star and Gladiator, Spartan Models | 5% | |
| | | | |

| Spartan ER (Spartan, Smeal, LT) Models | SKU Range | Discount Off MSRP | Notes |
|---|---|---|---|
| | | | |
| **WILDLAND** | | | |
| VM8 Mini-Pumper | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| Commercial Chassis Wildland and Urban Interface | Comml, Defender, FC-94 Chassis, Spartan and Smeal Models | 3% | *Discount does not include Commercial Chassis and FC-94 portion as they are a pass through* |
| Custom Chassis Wildland Urban Interface | Custom, Metro Star and Gladiator, Spartan and Smeal Models | 5% | |
| | | | |
| **AERIALS** | | | |
| Rear Mount Ladder | 77', 100', 107', 110', 100' NXT, UT 100 and 125', LT, Spartan and Smeal Models | 5% | |
| S-180 Aerial Rear Mount Ladders | S-180 77' and 107' | 3% | |
| 100' and 105' Tractor Drawn Aerial Ladders (TDA) | LT Models | 5% | |
| 54' Squrt Articulating Water Tower | | 5% | |
| Rear Mount Platform | 100' Rear Mount, 93' and 100' Midmount, Smeal | 5% | |
| | | | |
| **SERVICE/REFURB** | | | |
| Service and Refurbishment | Body Work, Paint, Lighting | 3% | |
| Service and Refurbishment | Mechanical, Aerial, Pump | 5% | |

# City of Truth or Consequences

**AGENDA REQUEST FORM**

**MEETING DATE:** February 11, 2026

*Agenda Item #:* G.5(a).

**SUBJECT:** Approval of Purchase Requisitions over $60,000
**DEPARTMENT:** Finance
**DATE SUBMITTED:** February 4, 2026
**SUBMITTED BY:** Carlos Miyagishima, Chief Procurement Officer
**WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer**

***Summary/Background:***

Per Resolution No 46 20/27 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over S60,000).

***Recommendation:***

Approval Recommended by Chief Financial Officer. Please see the attached purchase item list.

***Attachments:***

- Fire Department Fund
- AAA Fire Pro of America
- SPARTAN ERV 500-GAL. PUMPER ON INTERNATIONAL HV5
- Sourcewell Account #73145

Click here to enter text.

***Fiscal Impact (Finance):*** **Yes**

- $715,789.00

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

None.

***Approved For Submittal By:*** ☒ Department Director

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

***Final Approval:*** ☒ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC agendas 2-11-26

*Rolf Hechler*
*Mayor*

*Amanda Forrister*
*Mayor Pro-Tem*

*Destiny Mitchell*
*Commissioner*

*Ingo Hoeppner*
*Commissioner*

*Chaz M. Glines*
*Commissioner*

*Gary Whitehead*
*City Manager*

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

February 4, 2026

To City Mayor, Pro-Tern and Commissioners,

**RE: SPARTAN ERV 500-GAL. PUMPER ON INTERNATIONAL HV5**

The Procurement Department along with Finance Department issued an Sourcewell contract for the acquisition and inspection services to the Spartan ERV 500-gallon Pumper vehicle for the Fire Department.

1 will defer to Jocelyn Holguin the Chief Financial Officer. Thank you.

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

**$715,819.00**
**FIRE Fund: 209-1603**

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition #95892

**PROCURMENTS $60,000 AND OVER** **2025-26 Fiscal Year**

**COMMISSION MEETING 02/11/2026**

| Number | Vendor Name | Description | Requested By | Department | Total Amount | Procurement Type |
|---|---|---|---|---|---|---|
| A. | AAA Fire Pro of America | Spartan ERV 500- Gallon Pumper | Carlos Miyagishima | Procurment | $715,789.00 | Sourcewell Account#73145 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | **COMBINED TOTAL** | | **$ 715,789.00** | |

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Major Date

PLEASE NOTE: This purchase request is for the City Fire Department utilizing fire funds.

# REQUISITION

**Requisition #:** 95892

**Date:** 02/02/2026

**Vendor #:** 9368

**ISSUED TO:** AAA FIREPRO OF NEW MEXICO INC
PO BOX 118
CLOVIS, NM 88102-

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

| ITEM | UNITS | DESCRIPTION | PROJECT # | PRICE | GL ACCOUNT NUMBER | AMOUNT |
|---|---|---|---|---|---|---|
| 1 | 0 | MSRP SPARTAN FIRE, LLC BODY | | 0.00 | 209-1603-80810 | 585,426.00 |
| 2 | 0 | SOURCEWELL APPROVED CONTRACT PDI, DELIVERY I | | 0.00 | 209-1603-80810 | 7,250.00 |
| 3 | 0 | LESS SOURCEWELL CONTRACT DISCOUNT | | 0.00 | 209-1603-80810 | -38,975.00 |
| 4 | 0 | COMMERCIAL CHASSIS COST (PASS THRU COST) | | 0.00 | 209-1603-80810 | 162,088.00 |

**PO Description:** SPARTAN ERV 500-GAL. PUMPER ON INTERNATIONAL HV5

**Detailed Description:**

SPARTAN ERV 500-GALLON PUMPER ON INTERNATIONAL HV507 CHASIS PER SPECS,
SOURCEWELL CONTRACT# 082025-RVG
ATTACHMENTS:
APPARATUS DRAWING/LAYOUT
APPARATUS SPECS
CHASSIS EMISSION CONTINGENCY STATEMENT

| | |
|---|---|
| SUBTOTAL: | 715,789.00 |
| TOTAL TAX: | 0.00 |
| SHIPPING: | 0.00 |
| **TOTAL** | 715,789.00 |

**Authorized By:** _____

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

082025-RVG

Sourcewell

Asst Chief
2/3/2026

**MASTER AGREEMENT # 082025**
**CATEGORY: Firefighting Apparatus and Fire Service Vehicles**
**SUPPLIER: REV Group, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and REV Group, Inc., 245 S. Executive Drive, Suite 100, Brookfield, WI 53005 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

## Article 1:
## General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 8, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
   a. **Category 1: Structural Apparatus and Comprehensive Solutions,** including, but not limited to:
      i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
      ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
      iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
      iv. **Category 1** responders ***MAY*** include ***complementary*** Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's included Solutions with United States federal funds.

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

Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

II) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

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

IV) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

## Article 2:
## Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was Invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

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

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3:
## Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

| Sourcewell | REV Group, Inc. |
|---|---|
| Signed by: Jeremy Schwartz C0FD2A130D0B469... | Signed by: Phil Gerace C814066612FD40B... |
| By: | By: |
| Jeremy Schwartz | Philip Gerace |
| Title: Chief Procurement Officer | Title: Director of Dealer Development |
| Date: 12/5/2025 \| 2:36 PM CST | Date: 12/5/2025 \| 2:13 PM CST |

# RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

## Vendor Details

| | |
|---|---|
| Company Name: | REV Group, Inc. |
| Does your company conduct business under any other name? If yes, please state: | Our brands in our Portfolio include E-ONE, Ferrara Fire Apparatus, Kovatch Mobile Equipment Corp (KME), Spartan ER (Spartan,Smeal, LT) |
| Address: | 245 South Executive Drive, Suite 100<br>Brookfield, WI 53005 |
| Contact: | Phillip Gerace |
| Email: | phillip.gerace@revgroup.com |
| Phone: | 352-427-9579 |
| HST#: | 26-3013415 |

## Submission Details

| | |
|---|---|
| Created On: | Tuesday July 08, 2025 07:02:24 |
| Submitted On: | Monday August 18, 2025 15:17:37 |
| Submitted By: | Phillip Gerace |
| Email: | phillip.gerace@revgroup.com |
| Transaction #: | 715680b1-6b10-40d2-9773-054ef86fed50 |
| Submitter's IP Address: | 147.243.204.145 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response |
|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | REV Group, Inc. |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | • REV Group, Inc.: 245 S. Executive Drive, Suite 100, Brookfield, WI 53005<br>o E-ONE, Inc: 1601 SW 37th Ave, Ocala, FL 34474<br>o Kovatch Mobile Equipment Corp: One Industrial Complex, Nesquehoning, PA 18240<br>o Ferrara Fire Apparatus: 27855 James Chapel Rd., Holden, LA 70744<br>o Spartan Fire LLC: 907 7th Ave N., Brandon, SD 57005<br>o Spartan Chassis: 1541 Reynolds Road, Charlotte, MI 48813<br>o Smeal Holding LLC, Smeal SFA LLC: 610 W 4th St, Snyder, NE 68664<br>o Smeal LTC LLC: 68 Cocalico Creek Rd, Ephrata, PA 17522 |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | • E-ONE: 8P082<br>• KME - Nesquehoning PA: 0H4A0<br>• KME - Ocala, FL: 9A3S7<br>• FERRARA: 0ZYT6 |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 336120 |
| 6 | Proposer Physical Address: | REV Group, Inc.: 245 S. Executive Drive, Suite 100, Brookfield, WI 53005 |
| 7 | Proposer website address (or addresses): | • REV Group: https://revgroup.com/<br>• E-ONE Inc: https://e-one.com/<br>• Kovatch Mobile Equipment Corp: https://kmefire.com/<br>• Ferrara Fire Apparatus: https://ferrarafire.com/<br>• Spartan ER (Spartan, Smeal): https://spartaner.com/<br>• Spartan Chassis: https://spartanfirechassis.com/ |
| 8 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | Philip Gerace, Director of Dealer Development<br>1601 SW 37th Ave, Ocala, FL 34474<br>philip.gerace@revgroup.com<br>352-427-9579 |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Philip Gerace, Director of Dealer Development<br>1601 SW 37th Ave, Ocala, FL 34474<br>philip.gerace@revgroup.com<br>352-427-9579 |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | • E-ONE Inc: Mike Purvis, Director of Sales, 1601 SW 37th Ave, Ocala, FL 34474, mpurvis@e-one.com, 757-697-6066<br>• Kovatch Mobile Equipment Corp: Zach Zachunke, Inside Sales Manager, One Industrial Complex, Nesquehoning, PA 18240, zzachunke@revgroup.com, 570-857-5891<br>• Ferrara Fire Apparatus, Paul Dell, Inside Sales Manager, 27855 James Chapel Rd., Holden, LA 70744, pdell@revgroup.com, 225-667-7100<br>• Spartan ER: Nick Hummel, Director of Sales, 1541 Reynolds Road, Charlotte, MI 48813, nickolas.hummel@spartanmotors.com, 404-246-4665 |

### Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response |
|---|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | REV Group companies are leading designers and manufacturers of specialty vehicles and related aftermarket parts and services, which serve a diversified customer base, primarily in North America, through two segments: Specialty Vehicles and Recreational Vehicles. The Specialty Vehicles Segment provides customized vehicle solutions for applications, including essential needs for public services (ambulances and fire apparatus) and commercial infrastructure (terminal trucks and industrial sweepers). REV Group's Recreational Vehicles Segment manufactures a variety of RVs from Class B vans to Class A motorhomes. REV Group's portfolio is made up of well-established principal vehicle brands, including many of the most recognizable names within their industry. Several of REV Group's brands pioneered their specialty vehicle product categories and date back more than 50 years. REV Group trades on the NYSE under the symbol REVG.<br><br>REV Group brands have over 210,000 vehicles in service today—which we believe is a testament to our customers' loyalty and the trust they place in our products.<br>Our vision is to improve the quality of life for our customers and their communities.<br>Our mission is to provide our customers with vehicles they can count on when it matters most. Our company values include:<br><br>Do What's Right<br>We act with integrity and transparency, always. We keep our commitments and earn trust through our actions.<br><br>Safety Is Life<br>The safety of our people and those who travel in our vehicles is our top priority. It's more than the way we work, it's a way of life.<br><br>Win As One<br>We value diversity in our teams, respect alternative perspectives and are accountable to each other to fulfill our goals.<br><br>Build Lasting Trust<br>Customers depend on our vehicles and support through the entire lifecycle of their purchase. We will build that trust through transparency and respect and by providing quality vehicles and attentive service.<br><br>Think Like An Owner<br>Each of us plays a vital role in our success. We innovate, execute and use our resources wisely to create value for our stakeholders.<br><br>REV's Specialty Vehicle Segment includes brands with a rich legacy of serving the fire and emergency services. E-ONE has been in business since 1974 and built the first extruded aluminum fire truck cab and body. For over 50 years, E-ONE has been a recognized leader in fire truck manufacturing. Kovatch Mobile Equipment has been building fire trucks since 1980 and in the vehicle business since 1946. KME's can-do culture, elevated engineering prowess and bold, no-limits attitude, allow it to deliver comprehensive solutions in multiple materials to meet the unique demands of each fire department. Ferrara Fire Apparatus has been in business since 1987 and its extra-heavy-duty construction protects crews and delivers maximum response capabilities so they can carry out their vital mission of serving communities. Spartan ER has been serving since 1976 and its network represents the Spartan, Smeal and Ladder Tower brands. Known for breakthrough innovations in safety, ergonomics and serviceability, Spartan ER engineering, manufacturing and sales teams have developed an agile, highly collaborative culture to serve their customers and industry from multiple manufacturing sites across the U.S. |
| 12 | What are your company's expectations in the event of an award? | Based upon the success with the current Sourcewell contract, our fire brands are excited about the opportunity to serve our markets with a new contract. Upon a successful award, our dealers will be retrained regarding the new contract via Teams meetings and in person at the annual sales meeting. They will lead with this opportunity to assist fire departments in saving money and time when procuring apparatus. The contract will be promoted on all websites and social media channels. POC's for each brand will report to Sourcewell on a timely basis and follow up on inquiries from various Sourcewell and Canoe members. Based upon past history, we expect volume to exceed $400M over the initial term. |

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| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | REV Group, Inc. (NYSE: REVG) is a strong collection of brands with a long history of delivering excellent products to the fire services and specialty vehicle market. Annual sales exceed $2.5 billion. An SEC Form 10-Q can be found in the documents section of the bid.<br><br>On June 4, 2026 REV announced its second quarter results. A copy of the full announcement is attached to this submission in Documents. Excluding the bus manufacturing business which was sold, the Specialty Vehicle Segment's 2nd quarter net sales increased $49.4 million, or 12.2% compared to the prior year quarter. Adjusted 2nd quarter EBITDA increased $24.0 million, or 74.3% compared to the prior year quarter.<br><br>REV remains a financially strong corporation with the ability to manufacture its full backlog and warrant and service their apparatus for years to come.<br><br>In 2024, E-ONE celebrated its 50th Anniversary. Now in 2025 Spartan is celebrating its 50th anniversary and Ferrara Fire turns 37. In 2026 KME will celebrate its 75th anniversary. These brands are icons within the US fire market. |
| 14 | What is your US market share for the solutions that you are proposing? | About 100 fire truck manufacturers who are members of the Fire Apparatus Manufacturer's Association report their truck bookings and deliveries, but only blind, totalized data is published. Therefore, there is no official market share reporting for fire truck manufacturing. In addition, there are 15 fire truck manufacturers that do not belong to FAMA and don't report sales and deliveries. However, at this time, REV estimates its US market share to be greater than 25% of FAMA reported new orders as a 12-month rolling average. |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Less Canadian fire truck manufacturers report to FAMA orders and deliveries than in the US, so market share is even more difficult to calculate. However, REV's Canadian share is similar to its US rolling average. |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | There are no past, current or planned bankruptcy proceedings. |
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | REV and its fire brands are OEM manufacturers that go to market with individual, independent dealer networks. E-ONE, KME, Ferrara, and Spartan ER each have their own dealer networks that are comprised of privately owned businesses that sell apparatus, offer service and parts, and often sell loose equipment. The dealers employ experienced sales representatives (REV brands assist with training) as well as warranty, service and parts teams that provide timely and support to fire departments in the regions that the trucks are operating. Fire Departments wishing to purchase apparatus do so directly with the dealer, who in turn issue a purchase order to their REV brand for the apparatus. The dealer, along with a REV assigned contract administrator, assist the customer during the entire purchase, design, build and delivery process as a team supporting them every step of the way.<br><br>Below is a list of brand dealers. Each dealer has an area of responsibility that ranges anywhere from part of single state to multiple states. Many dealers have multiple sales and service locations to support customers within that area.<br><br>• E-ONE currently has 31 dealers in North America.<br>• KME currently has 27 dealers in North America<br>• Ferrara Fire currently has 16 dealers in North America<br>• Spartan currently has 26 dealers in North America<br><br>Note: Select Airport Rescue Fire Fighting (ARFF) customers purchase directly from E-ONE |

| | | |
|---|---|---|
| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | As manufacturing entities, each REV business unit fully complies with all Federal, State and local regulations and certifications required. Specifically for fire apparatus, REV businesses comply with all DOT, FMVSS, and NFPA 1900 standards for the design and testing of trucks. In addition, all four REV fire brands are members of the Fire Apparatus Manufacturer's Association (FAMA), a not-for-profit trade association committed to enhancing the quality of the fire apparatus industry and emergency services community.<br><br>E-ONE is also an ISO 9001:2015 manufacturing facility. ISO 9001 is an international management system standard that specifies requirements for a quality management system (QMS). Organizations use the standard to demonstrate their ability to consistently provide products and services that meet customer and regulatory requirements, as well as the organization's own requirements. E-ONE also holds UL authorizations at both their Hamburg, NY and Ocala, FL facilities for ULs Vehicle Inspection Program (VIP) to assure compliance of trucks to NFPA 1901 and CAN/ULC S515 (certificates attached to bid).<br><br>KME is also an ISO 9001: 2015 facility and listed on the same certificate.<br><br>In addition, dealers for all brands employ service technicians, many with certifications from engine, transmission and pump manufacturers as well as Emergency Vehicle Technician (EVT) certifications. The Emergency Vehicle Technician Certification Commission, Inc. (EVTCC) administers EVT certifications, which are designed to improve the quality of service and repair for emergency vehicles across the United States and Canada. The certification program began as a response to the need for standardized training and recognition for technicians who work on emergency vehicles, such as fire trucks and ambulances. |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | There are no past or current debarments or suspensions. |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | REV Awards:<br>• 2025 USA Today America's Climate Leaders<br>• 2025 Newsweek World's Greenest Companies 2025 by Newsweek<br>• 2025 Newsweek America's Greatest Workplaces for Diversity 2025<br>• 2024 Newsweek America's Greatest Workplaces for Diversity 2024<br>• 2024 Newsweek America's Greatest Workplaces 2024<br>• 2024: Military Friendly - Our commitment to enhancing workforce diversity is exemplified by our successful recruitment of 128 veterans, earning us recognition as a Military Friendly® Employer with a Bronze designation from militaryfriendly.com. Furthermore, we are proud to hold a Military Friendly Spouse Employer designation, reflecting our ongoing support for military families.<br>• 2025: Military Friendly - Military Friendly® Employer with a Bronze designation from militaryfriendly.com. Furthermore, we are proud to hold a Military Friendly Spouse Employer designation, reflecting our ongoing support for military families. |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | For REV Fire Group, nearly 100% of all sales go to a city, municipality, county, province, VFD, or airport. In addition, E-ONE and KME hold contracts with the Defense Logistics Agency which acquires fire trucks for all branches of the US military. |
| 22 | What percentage of your sales are to the education sector in the past three years? | REV brands do supply apparatus to fire academies, community colleges and universities with fire protection and fire science programs, but this accounts for a small portion (less than 3%) of the total business. |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | Sourcewell $101M/yr avg over last 3 years<br>HGAC $33M/yr avg over last 3 years<br>NASPO Value Point $30M/yr avg over last 3 years<br>NPPGov $0<br>Ohio STS $2M/yr avg over last 3 years<br>Pennsylvania COSTARS $5M/yr avg over last 3 years |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Defense Logistics Agency (DLA): Supply fire apparatus to US military<br>2022-2024 Combined Volume: E-ONE $20.2M, KME $7.6M |

## Table 2B: References/Testimonials

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

| Entity Name | Contact Name | Phone Number | |
|---|---|---|---|
| Snohomish Regional Fire & Rescue, Snohomish, WA | Deputy Chief Logistics Ron Rasmussen | 360-926-4053 | * |
| Pasco County Fire & Rescue, FL | Rick Olangrande, Fleet Acquisition Specialist | 727-243-4726 | * |
| Hazleton PA Fire Department | Chief Donald Leshko | 570-956-7389 | * |

## Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

| Line Item | Question | Response | |
|---|---|---|---|
| 26 | Sales force. | REV brands work in partnership with their independent dealers. Each REV Fire brand has REV brand employed Regional Sales Managers who are assigned as the primary POC for a North American region. These Regionals support both dealers and end-users in their region. E-ONE has a Director of Sales plus 3 Regional Sales Managers. KME and Ferrara have a Senior Sales Manager and 2 Regional Sales Managers. Spartan ER has a Director of Sales plus 3 Regional Sale Managers. REV also employs a federal government and ARFF specialist.<br><br>This team is also supported at each brand with an inside sales department that oversees the quote design, contract administration, production, and final inspection/delivery processes. The inside sales teams have approximately 12-18 people at each brand.<br><br>Of course each dealer also employs a full-time sales team. At last registration, the combined dealership sales force (inside and outbound) exceeds 400 individuals. | * |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | REV Brands operate independent dealer networks. Each dealer has an area of responsibility for a specific brand (E-ONE, KME, Ferrara or Spartan ER) that ranges anywhere from part of a single state to multiple states. Some dealers carry more than one REV Fire brand. Many dealers have multiple sales and service locations to support customers within that area.<br><br>* E-ONE currently has 31 dealers in North America.<br>* KME currently has 27 dealers in North America.<br>* Ferrara Fire currently has 16 dealers in North America<br>* Spartan currently has 26 dealers in North America<br><br>Based upon registrations by dealers, the REV network has over 400 dealer employees that support the sales (inside and outbound) process. This does not include service or parts technicians. | * |
| 28 | Service force. | REV brand customer service departments also work in partnership with their independent dealers' service centers. REV employs an extensive team supporting our brands and dealers that includes a field service team (6 techs) to complement the dealer technicians.<br><br>In addition, each dealer has their own service and parts team. At last registration, our combined networks had over 500 technicians operating mobile and dealership warranty and service, as well as testing and maintenance. | * |

| | | | |
|---|---|---|---|
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | REV dealers utilize their brand's configuration tool that generates specifications, pricing and drawings for the customer. The specifications are reviewed by the brand's engineering team prior to release to ensure it is buildable and no conflicts exist. This is required because North American fire departments typically order highly customized trucks for their unique needs.<br><br>If the customer wishes to use a cooperative purchasing contract, the dealer ensures that the customer is a member and the units specs and price fully comply with the contract. Upon purchase, the end user issues a purchase order to the dealer, who in turn issues their own purchase order to the REV brand. Upon receipt and acceptance of the order by the REV brand, a contract administrator is assigned as a primary POC for the dealer and customer for the truck(s) ordered.<br><br>Shortly after purchase (usually within 2-6 months currently), the customer, dealer and REV contract administrator hold a pre-construction meeting to review the specifications, garner any additional clarifications, and make any customer requested changes since order. Once complete, the unit enters into the production cycle. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | REV brand customer service departments work in partnership with their independent dealers' service centers. REV understands the importance of service and support to our customers and staffs the following support areas:<br><br>• Technical Support Team with 6 full-time technicians<br>• An on-call "truck down" phone for 24/7 support<br>• Field training team for pumper and aerial operations<br>• Field service team (6 techs) to complement the dealer technicians and assist with high-tech repairs<br>• Warranty Team at each brand to administer all warranty support<br>• REV Parts team<br><br>REV does an outstanding job of supporting customers with parts. Rev Fire Group operates a separate Parts and Accessory Business designed to help dealers keep trucks in service by selling both custom fabricated fire truck parts and other standard trucks parts.<br><br>• 36,000 sqft parts warehouse in Ocala FL servicing both dealers and OE chassis customers<br>• 8,000 different parts are in stock ($6M of inventory value), all in an effort to reduce customer lead times for parts<br>• 74% of shipments are shipped out within 4 days after order receipt<br>• REV Fire shipped out $55.7M of parts to dealers and customers in 2024<br><br>In addition to a parts staff of 35 people in Ocala, there are additional parts research staff at the brand locations. These parts research personnel are experts for their brand and identify requested part numbers from bills of material and drawings, and find sources of components. This is especially important due to the long in-service life of apparatus with some parts demands for trucks exceeding 30 years.<br><br>REV also operates an annual Fire Truck Training Conference (FTTC). Details can be found in the answer to #41. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | REV Group and its independent dealers are eager to supply our full product line of apparatus, parts, and services to Sourcewell members. Dealer personnel are trained on the resources and processes of the Sourcewell contract. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | REV Group and its 6 independent Canadian dealers are eager to supply our full product line of apparatus, parts, and services to Sourcewell/Canoe members in Canada. Dealer personnel are trained on the resources and processes of the Sourcewell/Canoe contract. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | All geographic areas in the US and Canada will be served. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | All entity types in the US and Canada will be served with our full offering. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | These areas may purchase under the contract without exception. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes, terms of the agreement would extend to non-profit, members i.e. Volunteer Fire Departments, Fire Districts, Hospitals, and Schools. | * |

## Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response | |
|---|---|---|---|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | As an existing Sourcewell contract holder, REV will continue its current marketing strategies as well as implement new tactics:<br><br>Training--REV personnel have attended Sourcewell Academies to understand all available resources. In 2023, REV invited its dealer network to a webinar on Sourcewell processes and resources for dealer promotion of the contract. In addition, in June 2025, REV Fire brands held their annual sales meeting with all dealer sales personnel. Sourcewell personnel were in attendance to not only promote the contract during the tradeshow hours, but also taught nine, one-hour breakout sessions on Cooperative Purchasing Strategies.<br><br>Advertising: The Sourcewell contract and associated links are on each REV brand's website. In addition, the contract would be promoted on the brands social media pages including Facebook and LinkedIn. A copy of a recent post can be found in the attachments section of the bid.<br><br>Tradeshows: REV brands display the Sourcewell flags at several tradeshows, including the annual FDIC show held in Indianapolis each year. | * |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Any lead for a Sourcewell purchase that comes from Sourcewell/Canoe, the REV website, or other sources is tracked and electronically sent to both the dealer and the REV brand's Regional Sales Manager. As mentioned in 37, REV has websites, Facebook pages, Instagram accounts, and Linked In pages to promote the brands and the benefits of cooperative purchasing.<br><br>REV also shares Sourcewell data with its dealers when pursuing new accounts to support the use of cooperative contracts. | * |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | In our view, REV and Sourcewell are partners in helping customers understand and utilize the contract. Sourcewell should continue to promote themselves and their contracts to customers at tradeshow and events for both end users (Fire Department personnel) and Procurement teams.<br><br>REV spent substantial time at its annual dealer meeting not just on resources, but actually trained personnel on how to integrate cooperative purchasing contracts into their sales process. The class was titled, "Pro Tips for Leveraging Cooperative Contracts" and was taught by Crosby Grindle and Shawn Stokes from Sourcewell . It is described as perspectives from an industry expert and cooperative contract fire officer on how to leverage cooperative contracts for increased sales success, overcome objections to cooperative contracts, and how to find resources and reporting requirements. | * |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | REV brands do not offer e-procurement ordering as orders by members are placed with a local dealer and not directly with the fire brand. | * |

## Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response | |
|---|---|---|---|
| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Per NFPA, when apparatus are delivered to customers, included in the standard contract is fire department truck orientation. Trainers from dealers typically present at the customer location with their apparatus. Aerial training is usually offered by REV brand trainers or 3rd party expert training teams. Training is usually 3 days to accommodate all shifts.<br><br>In addition, REV operates an annual Fire Truck Training Conference (FTTC). Founded in 1994, the Fire Truck Training Conference is the industry's leading Emergency Vehicle Technician training and testing event. REV's core aim is to enhance fire service technicians' expertise and knowledge, empowering them to ensure that fire trucks and ambulances remain reliable and responsive, safeguarding their communities.<br><br>During the 4 days of this training event, over 50 unique classes are held with comprehensive, hands-on education by industry experts. There are two opportunities for EVT testing and the ability connect with suppliers one-on-one during the exhibitor's reception. This event is open to any technician from a fire department or dealership (even if it's a dealer that represents a competitive brand to REV). More information at: https://revgroup.com/wp-content/uploads/2025/05/2025_FTTC_Booklet_050625.pdf | * |

| | | |
|---|---|---|
| 42 | Describe any technological advances that your proposed Solutions offer. | Within each of the fire brands websites is an entire section on innovations. Some highlights include:<br><br>* E-ONE VECTOR ALL ELECTRIC FIRE TRUCK<br>One of the most exciting developments in the firefighting industry is here. Vector™ answers the call as the first North American-style fully electric fire truck that's innovatively engineered so firefighters can drive and pump on electric power only. Energized with proven global technology and customizable to meet your department's needs. Zero tailpipe emissions. Zero tailpipe greenhouse gas. Reduced noise pollution and quieter on scene. Vector is taking firefighting to an all-new level.<br><br>* Ferrara: MAXX-Strength™ Construction<br>Designed to face the most demanding conditions, Ferrara fire trucks are built with extra-heavy-duty MAXX-Strength Construction. FFA engineers strength into its chassis and bodies using specifically molded I-beams, thicker aluminum extrusions and robust Demex® steel frame rails. Continuous, V-channel welds and extruded 2"x 4" gussets at each 90° joint add another level of toughness. With MAXX-Strength Construction, every Ferrara fire truck is built to be as resilient as those who operate them.<br><br>* KME: FLEX-FORM™ BODY<br>Engineered with the customer's choice of formed metal (aluminum, galvannealed steel or stainless steel), blended with a matching extruded subframe, the Flex-Form body construction delivers more compartment space in the same overall length to store all the essential gear for the job. The single-formed wall construction allows compartments to be 6" to 8" larger than the door openings, providing additional storage space over the entire body.<br><br>* Spartan ER: SPARTAN AWD<br>Industry-first all-wheel drive mates the Hendrickson STEERTEK with the EZ Trac front drive system to provide a better ride and outstanding traction characteristics. Spartan's AWD system provides superior ramp angles for improved turning radiuses. It also provides a low center of gravity and maintains the traditional ride height of a 2WD fire apparatus. |
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | Environmental metrics, including energy use, water consumption, air emissions, and hazardous waste generation, are tracked monthly to understand the organization's current environmental footprint and identify opportunities for reduction. Our Sustainability Document (attached) goes into extensive detail in our initiatives (pages 16-27). |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | REV "Green" awards include:<br>* 2025 USA Today America's Climate Leaders<br>* 2025 Newsweek World's Greenest Companies 2025<br><br>In addition, REV manufactures an "all electric" firetruck, the Vector. The pumper uses batteries for all pumping and driving operations. |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | REV Fire Group uniquely combines the power of 7 brands operating independently with the support of a corporate parent that helps them deliver outstanding technologies and unmatched customer support. Few OEMs can deliver the breadth of REV solutions that include ARFF, custom chassis, commercial chassis, wildland, pumper, rescue, tanker, aerial, industrial models. In addition, REV brands have implemented quick delivery apparatus programs for pumpers and aerials (80% of all apparatus purchased in the fire service) that offer pre-engineered solutions with deliveries currently around one year. These include the E-ONE Select Series and VM8 program, the Spartan S-180 program, and the KME and Ferrara K-180 and F-180 program. Documents with details can be found attached to this bid. |
| 46 | Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements. | REV vehicles are constructed with full compliance to all FMVSS, DOT, and NFPA 1900 standards. Each vehicle is 3rd party tested at all brand locations, per NFPA to ensure compliance to the specification and that it meets all construction, pumping, and electrical standards. UL's VIP program is also utilized at many of the facilities. |
| 47 | Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements. | REV vehicles are constructed with full compliance to all CMVSS, DOT, and NFPA 1900 standards. Each vehicle is 3rd party tested at all brand locations, per NFPA to ensure compliance to the specification and that it meets all construction, pumping, and electrical standards. UL's VIP program is also utilized at many of the facilities for both NFPA and the CAN/ULC S515. |
| 48 | Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment. | REV fire brand dealers offer a full range of in-house and mobile service. Should a fire customer require warranty repair, service, maintenance or parts, they're first contact is to their local dealer. REV dealers also offer additional services that includes engine and transmission repair and pump testing. REV dealers are trained to support our vehicle, but should they require additional support, our warranty administration, tech support, and factory technician teams are available. |

## Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment | |
|---|---|---|---|---|---|
| 49 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | ○ Yes ◉ No | N/A | * |
| 50 | | Minority Business Enterprise (MBE) | ○ Yes ◉ No | N/A | * |
| 51 | | Women Business Enterprise (WBE) | ○ Yes ◉ No | N/A | * |
| 52 | | Disabled-Owned Business Enterprise (DOBE) | ○ Yes ◉ No | N/A | * |
| 53 | | Veteran-Owned Business Enterprise (VBE) | ○ Yes ◉ No | N/A | * |
| 54 | | Service-Disabled Veteran-Owned Business (SDVOB) | ○ Yes ◉ No | N/A | * |
| 55 | | Small Business Enterprise (SBE) | ◉ Yes ○ No | Absolute Fire Protection, E-ONE dealer in N. NJ. | * |
| 56 | | Small Disadvantaged Business (SDB) | ○ Yes ◉ No | N/A | * |
| 57 | | Women-Owned Small Business (WOSB) | ○ Yes ◉ No | N/A | * |

## Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response | |
|---|---|---|---|
| 58 | Describe your payment terms and accepted payment methods. | Payment for apparatus is made by the Sourcewell member to the dealership. Terms are generally COD unless otherwise negotiated (i.e.Net 30). Refurbishment and remount services generally require some level of down payment. Should a member wish to pre-pay for their apparatus, REV offers a simple interest discount (currently at 5%) to the member (new trucks only, excludes remount and refurbishment). Payment is via check, ACH or wire transfer. | * |
| 59 | Describe any leasing or financing options available for use by educational or governmental entities. | REV customers have the options of leasing and financing from REV Financial, multiple 3rd party leasing companies, or their local bank.<br><br>REV's financial services division offers a full product portfolio including Full Payout Loans, Leasing, True Leasing, Fair Market Value Leases, and Municipal Leases. There are flexible payment schedules and the application process is quick and easy. | * |

| | | | |
|---|---|---|---|
| 60 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | Typically there are four documents associated with each purchase:<br><br>1) PO or contract from Member to Dealer (varies based upon Member procurement process)<br><br>2) PO from dealer to REV for the apparatus (varies based upon Dealer)<br><br>3) Specification satisfying the Member's requirements (varies per brand and customer). An example can be found in the Documents section.<br><br>4) A drawing to give a visual representation of the proposed apparatus. An example can be found in the Documents section. | * |
| 61 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | No | * |
| 62 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | REV brands are offering product-category discounts. A price list and related documents can be found in the Documents section of the submission.<br><br>Each REV brand has an online configuration tool utilized by its authorized dealers to generate the unique specifications and pricing for each customer's request. The tool contains thousands of options for fire departments to select from and generates a detailed specification and a list/market price. That price is then discounted per the matrix for Sourcewell members. Any additional items like extended warranties, maintenance contracts, or taxes are added for a final purchase price. An example of the related documents is attached to this submission. | * |
| 63 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | REV brands are offering product-category discounts.<br><br>Trucks are competitively priced within the dealer quotation tool. REV offers additional discounts to Sourcewell members that range from 3-6% off a list/market price. | * |
| 64 | Describe any quantity or volume discounts or rebate programs that you offer. | REV's Sourcewell pricing takes into consideration the overall expected volume of the contract. However, when members make multiple unit purchases in a single order, REV may extend additional discounts based upon the quantity and model of apparatus. | * |
| 65 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost", or "at cost plus a percentage," or you may supply a quote for each such request. | Any open market sourced item or service will be quoted as a separate quote or line item within the proposal so the member clearly understands the purchase price for these items. | * |
| 66 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Each proposed final price to a member includes all items requested including delivery, training, equipment mounting, and inspections trips, etc. Such items are proposed by the REV dealer in the total purchase price and can be broken out as detailed line items whenever requested. | * |
| 67 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Each apparatus quotation from the dealer to the member is uniquely created and presented with all associated costs. Almost without exception, the final quote and pricing includes delivery to the end user's location. | * |
| 68 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | As reviewed in Question 67, each quote includes all charges including delivery. Any costs associated with driveaway, transport by rail, or ocean freight would be detailed and included in the final purchase price. | * |
| 69 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Trucks leave REV factories via a driveaway service with bonded and insured professional drivers. On many occasions they are first delivered to the dealership for vehicle cleanup, prep, and installation of equipment and then delivered to the member. | * |
| 70 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | Upon order entry at the REV brand, if a cooperative contract was utilized, it is noted and tracked within the order entry system. The administrative fees associated with the contract are held in an account awaiting payment at the time of quarterly reporting. Regional Sales Managers utilize shipment data provided by the REV brand and dealer to assist with quarterly sales reporting to the contract (i.e. Sourcewell). | * |

| | | | |
|---|---|---|---|
| 71 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | Sales Directors/Managers at each REV brand have past sales performance under the existing Sourcewell contract in place now. They are responsible for reporting deliveries to Sourcewell. Managers will track historical performance by quarter over a 5-year period to see if we are having success in growing Sourcewell usage. | * |
| 72 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | REV Group is proposing a flat fee structure for contract usage. $1500 for any vehicle with a commercial chassis (i.e. Ford, International, Freightliner, Kenworth), $1750 for any custom chassis pumper, tanker, rescue, industrial, ARFF or WUI and $2000 for any aerial truck. For service, remount, and refurbishment the fee would be .75%, not to exceed $1500. | * |

**Table 6B: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: | Comments | |
|---|---|---|---|
| 73 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | This pricing is consistently best in class for REV cooperative contracts across the board. | * |

## Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, 7C and 7D)

| Line Item # | Question | Response* | |
|---|---|---|---|
| 74 | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal. | REV brands are offering a full line of both structural apparatus and specialty vehicles. This includes Aerials (ladders, platforms, SQRT, and tractor drawn), Pumpers (structural, industrial, off road), Rescues (light and heavy duty–walk-in, walk-around and combination), Wildland (mini-pumper, urban interface), Tanker, and ARFF vehicles. Including finance, refurb, and service options. Complementary products and services are also offered including equipment and mounting, service, maintenance contracts, and refurbishments. | * |
| 75 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Structural Apparatus and Comprehensive Solutions including aerials, pumpers, rescues, wildland, tanker, and ARFF. As well as complementary products and services. | * |
| 76 | Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes. | REV Dealerships offer a full range of services including remount and refurbishing services. This includes frame rail replacement, aerial repairs, body and paint work, electrical system upgrades, and new chassis for existing bodies. | * |
| 77 | Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered. | Apparatus base warranty is one year (two years on Spartan chassis). Several components have manufacturers' warranties that range from 2 years to lifetime. Administration of warranties for end-users is at their local, authorized dealer who works in conjunction with their REV brand warranty team and in certain cases, a major component supplier. Items under REV warranty are repaired or replaced at no cost to the end-user for parts, labor or travel. Major components used in Company apparatuses are not covered by the limited warranty issued by Company. Instead the Original Equipment Manufacturers ("OEM") of these Major Components issue warranties and have separate warranty procedures which must be followed by the Dealer, Service Center, and Customer. The dealer is responsible for both sales and warranty coverage for all areas of their Area of Responsibility (AOR). | * |
| 78 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer? | The base vehicle warranty is covered and administered by REV and its dealer. Select Major Components have separate warranty procedures which must be followed by the Dealer, Service Center, and Customer. Major Components include, but are not limited to:<br>• Commercial chassis<br>• Engines<br>• Transmissions<br>• Axles<br>• Tires<br>• Batteries<br>• Fire Pumps<br>• Line Voltage Generators<br>• Breathing Air Systems<br><br>Most often the dealer is either an authorized service center to administer the warranty or works in conjunction with a local authorized warranty repair center to assist the fire department with all warranty and service. | * |
| 79 | Describe any service contract options or extended warranties being offered with your proposal. | REV brand dealers offer service, maintenance, and testing contracts to their customers as part of an overall apparatus solution. In addition, REV dealers offer 3rd party warranty coverage which has two levels of coverage: basic powertrain and full exclusionary, which includes coverage for all of the vehicle's factory-equipped mechanical and electrical parts—except those that are excluded by the terms and conditions. Excluded items include, but are not limited to; tires, windshield glass, upholstery, or structure. All coverage has unlimited mileage, zero-dollar deductible, and is transferable and renewable. Additional coverage is available for pump/pump panel, aerials, electric vehicle batteries, and more. All new vehicle coverage can start as the OEM coverage expires, and coverage can also be used for any vehicles presently in service to help reduce the annual repair budget and total cost of ownership. | * |

## Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

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

☐ We will not be submitting for Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

| Line Item | Category or type | Offered | Comments | |
|---|---|---|---|---|
| 80 | Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints | ◉ Yes ○ No | A full line of commercial and custom pumpers and tankers, as well as a wide range of aerials and quints. | * |
| 81 | Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above | ◉ Yes ○ No | Equipment as ordered with the apparatus for which there is not a Sourcewell offering. | * |
| 82 | Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above | ◉ Yes ○ No | A full range of service, refurbishment, remount, maintenance and training as delivered by REV dealers. | * |
| 83 | Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response | ◉ Yes ○ No | Specialty vehicles including rescue, wildland and interface apparatus. | * |

## Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

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

☑ We will not be submitting for Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

| Line Item | Category or type | Offered | Comments | |
|---|---|---|---|---|
| 84 | Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, mobile foam units, and custom rescue trailers | ○ Yes ○ No | | * |
| 85 | Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above | ○ Yes ○ No | | * |
| 86 | Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above | ○ Yes ○ No | | * |
| 87 | Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response | ○ Yes ○ No | | * |

## Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

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

☑ We will not be submitting for Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 88 | Wildland firefighting apparatus, such as brush trucks and wildland urban interface (WUI) units | ○ Yes ○ No | | * |
| 89 | Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 85 above | ○ Yes ○ No | | * |
| 90 | Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 85 - 86 | ○ Yes ○ No | | * |
| 91 | Category 3 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment solutions in their response | ○ Yes ○ No | | * |

## Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 92. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ○ Yes ◉ No |

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - REV Price List.pdf - Monday August 11, 2025 09:34:41
- Financial Strength and Stability - Q13-Financial Strength-Q2 Results and SEC 10-Q.pdf - Thursday July 24, 2025 07:29:58
- Marketing Plan/Samples - REV Marketing Summary.pdf - Thursday July 24, 2025 08:03:26
- WMBE/MBE/SBE or Related Certificates - Dealer List and SBE Cert for Absolute.pdf - Thursday July 24, 2025 07:55:19
- Standard Transaction Document Samples - Sourcewell Verification and Standard Transcation Documents.pdf - Thursday July 24, 2025 08:16:27
- Upload Additional Document - REVC0071_2024-SustainabilityReport_FINAL.pdf - Thursday July 24, 2025 07:33:41
- Requested Exceptions (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(I) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Philip Gerace, Director of Dealer Development, REV Group, Inc.

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

○ Yes ○ No

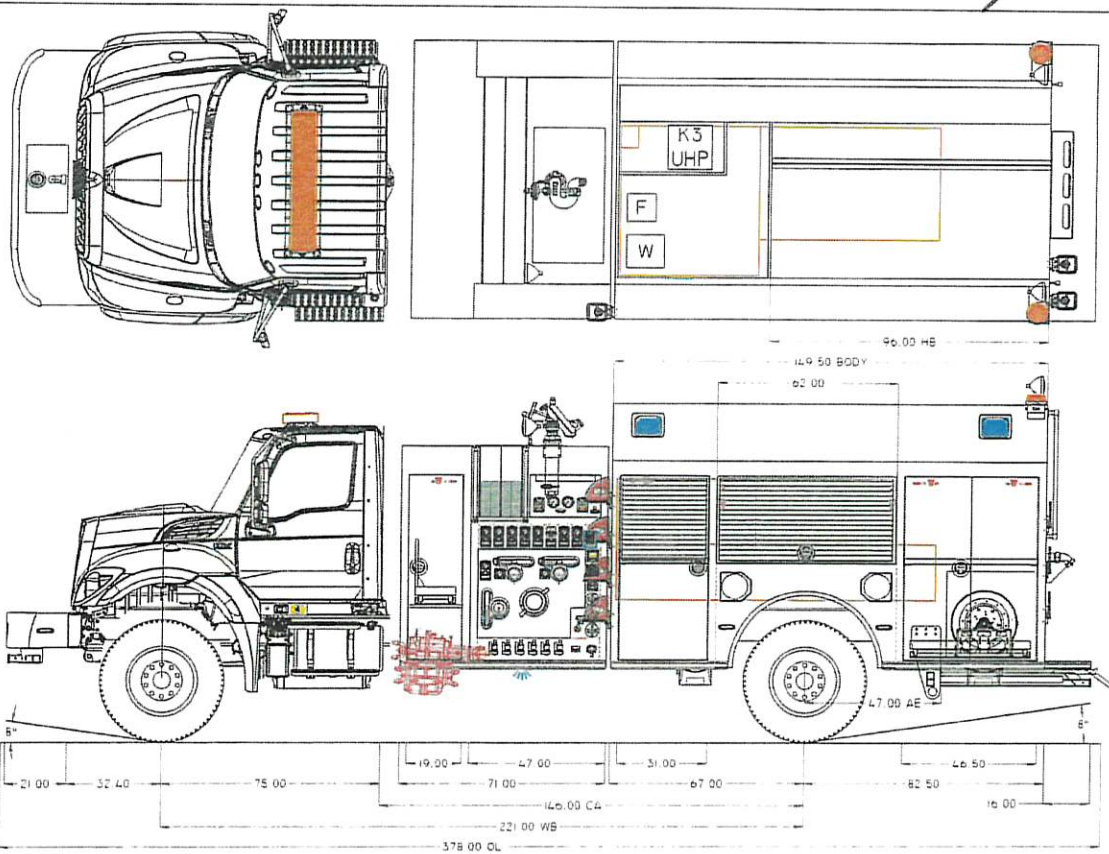
The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

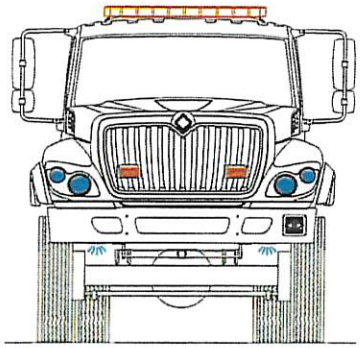
Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

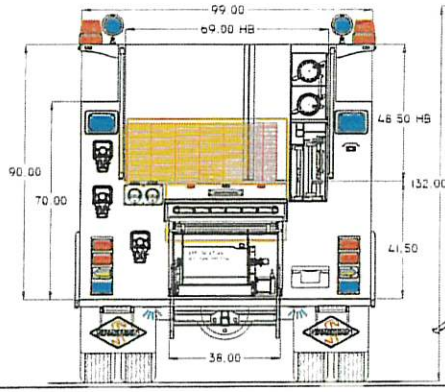
| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_7_Firefighting_Apparatus_RFP_082025** Wed August 6 2025 04:28 PM | ☑ | 2 |
| **Addendum_6_Firefighting_Apparatus_RFP_082025** Mon August 4 2025 05:42 PM | ☑ | 1 |
| **Addendum_5_Firefighting_Apparatus_RFP_082025** Thu July 31 2025 04:55 PM | ☑ | 1 |
| **Addendum_4_Firefighting_Apparatus_RFP_082025** Fri July 25 2025 04:25 PM | ☑ | 2 |
| **Addendum_3_Firefighting_Apparatus_RFP_082025** Wed July 23 2025 04:42 PM | ☑ | 3 |
| **Addendum_2_Firefighting_Apparatus_RFP_082025** Thu July 3 2025 03:37 PM | ☑ | 1 |
| **Addendum_1_Firefighting_Apparatus_RFP_082025** Wed July 2 2025 03:49 PM | ☑ | 1 |

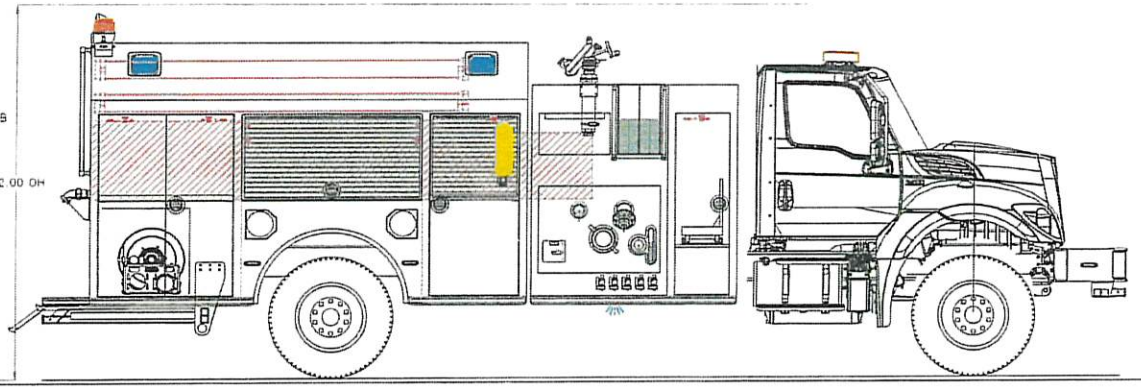
| Spartan ER (Spartan, Smeal, LT) Models | SKU Range | Discount Off MSRP | Notes |
|---|---|---|---|
| | | | |
| **PUMPERS** | | | |
| S-180 Custom Chassis Pumper | All models | 3% | |
| VM8 Custom Chassis Pumper | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| VM8 Commercial Chassis Pumper | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| Commerical Chassis Pumper | Comml, FC -94 Chassis, Spartan and Smeal Models | 3% | *Discount does not include Commercial Chassis and FC-94 portion as they are a pass through* |
| Custom Chassis Pumper | Custom, Metro Star and Gladiator, Spartan and Smeal Models | 5% | |
| Vector Fully Electric Custom Chassis Pumper | All models | 5% | |
| | | | |
| **TANKERS** | | | |
| VM8 Commercial Chassis Tanker | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| Commercial Chassis Tanker | Comml, FC -94 Chassis, Spartan Models | 3% | *Discount does not include Commercial Chassis and FC-94 portion as they are a pass through* |
| Custom Chassis Tanker | Custom, Metro Star and Gladiator, Spartan Models | 5% | |
| | | | |
| **RESCUES** | | | |
| VM8 Light Duty Commercial Chassis WA Rescue | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| Custom Chassis WA, WI or Combination Rescue | Custom, Metro Star and Gladiator, Spartan Models | 5% | |
| | | | |

| Spartan ER (Spartan, Smeal, LT) Models | SKU Range | Discount Off MSRP | Notes |
|---|---|---|---|
| | | | |
| WILDLAND | | | |
| VM8 Mini-Pumper | VM8 Models | Flat $5,000 | *Pre-discounted to market* |
| Commercial Chassis Wildland and Urban Interface | Commt, Defender, FC - 94 Chassis, Spartan and Smeal Models | 3% | *Discount does not include Commercial Chassis and FC-94 portion as they are a pass through* |
| Custom Chassis Wildland Urban Interface | Custom, Metro Star and Gladiator, Spartan and Smeal Models | 5% | |
| | | | |
| AERIALS | | | |
| Rear Mount Ladder | 77', 100', 107', 110', 100' NXT, UT 100 and 125', LT, Spartan and Smeal Models | 5% | |
| S-180 Aerial Rear Mount Ladders | S-180 77' and 107' | 3% | |
| 100' and 105' Tractor Drawn Aerial Ladders (TDA) | LT Models | 5% | |
| 54' Squrt Articulating Water Tower | | 5% | |
| Rear Mount Platform | 100' Rear Mount, 93' and 100' Midmount, Smeal | 5% | |
| | | | |
| SERVICE/REFURB | | | |
| Service and Refurbishment | Body Work, Paint, Lighting | 3% | |
| Service and Refurbishment | Mechanical, Aerial, Pump | 5% | |





1250 GPM @ 150 PSI

2/3 hose

SPARTAN
REV GROUP

## EMERGENCY RESPONSE

| | |
|---|---|
| CHASSIS: | INTERNATIONAL HV507 SFA 4X4 |
| ENGINE: | CUMMINS L9 350HP |
| TRANSMISSION: | ALLISON 3000 EVS |
| AXLES: | 14,000# FRONT / 26,000# REAR |
| MODEL: | STAR PUMPER |
| WATER/FOAM: | 530 / 10 GALLONS |
| PUMP: | WATEROUS CSU 1250GPM |
| FOAM SYSTEM: | FOAMPRO 1600 |
| GENERATOR: | |

DOOR FRAMED OPENINGS

| COMPARTMENT | DOOR FRAMED OPENING |
|---|---|
| L1 | 31.0-W x 65.0-H |
| L2 | 62.0-W x 31.0-H |
| L3 | 46.5-W x 65.0-H |
| R1 | 31.0-W x 65.0-H |
| R2 | 62.0-W x 31.0-H |
| R3 | 46.5-W x 65.0-H |
| B1 | 38.0-W x 27.0-H |

SPECIAL NOTES:

THE PUMP PANEL LAYOUT IS REFERENCE ONLY
THE LOCATION OF COMPONENTS WILL CHANGE AS REQUIRED FOR DESIGN AND CUSTOMER INPUT POST THE PRE-CONSTRUCTION MEETING.


CUSTOMER

THIS DRAWING IS A CLOSE APPROXIMATION OF YOUR FIRE APPARATUS. IN ALL CASES WHERE THE DRAWING AND THE WRITTEN SPECIFICATION DIFFER, THE SPECIFICATION SHALL PREVAIL. PLEASE WORK WITH YOUR DEALER TO ASSURE THAT THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN YOUR FINISHED PRODUCT. SPARTAN EMERGENCY RESPONSE BUILDS TO THE WRITTEN SPECIFICATION, NOT THE DRAWING. TO ASSURE THAT YOUR NEEDS ARE MET.

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPARTAN EMERGENCY RESPONSE. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPARTAN EMERGENCY RESPONSE IS PROHIBITED. SPARTAN FIRE, LLC D/B/A SPARTAN EMERGENCY RESPONSE

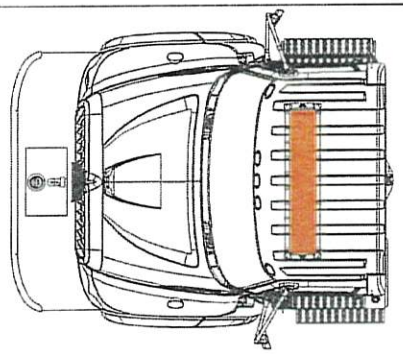

| REV | DATE | DESCRIPTION | NAME |
|---|---|---|---|
| 2 | 08/22/25 | NEW FILES | R.H. |
| 1 | 08/06/25 | NEW FILES | B.H. |
| 0 | 06/23/25 | INITIAL PROPOSAL | B.H. |

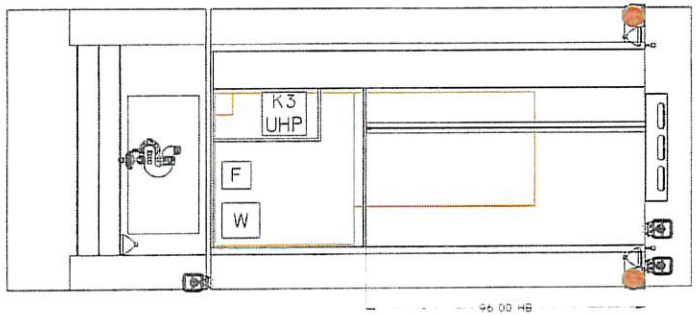
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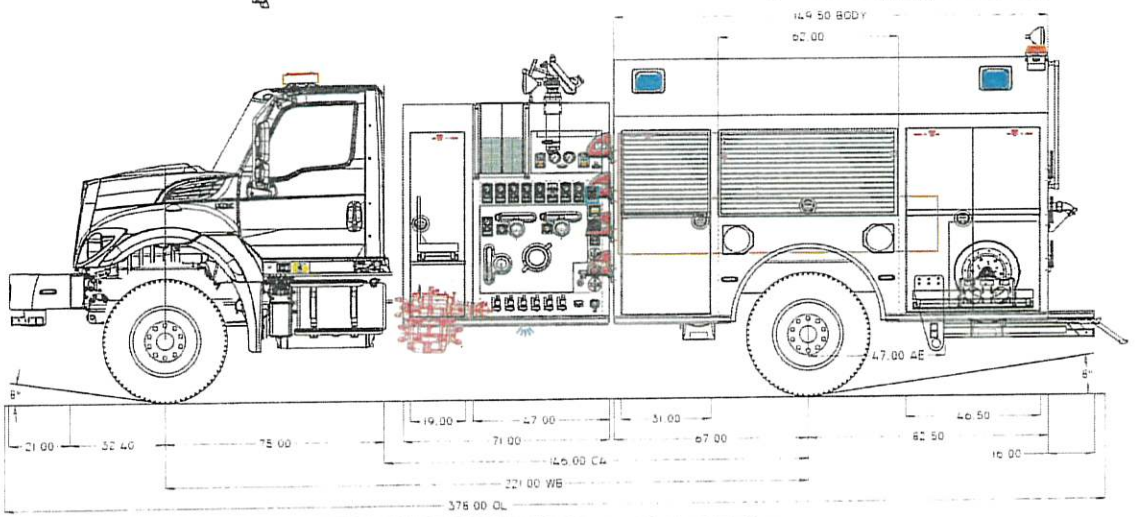
CUSTOMER:
TRUTH OR CONSEQUENCES VOLUNTEER FIRE DEPARTMENT

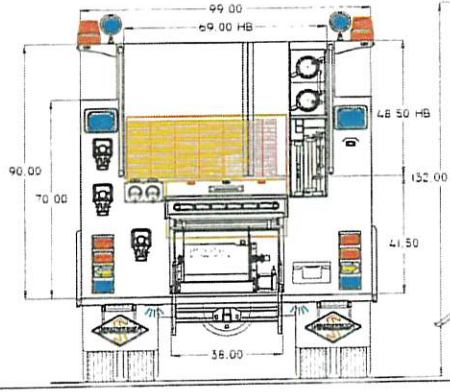
| TRUCK NUMBER: | DEALER: |
|---|---|
| 000000 | AAA FIRE PRO |

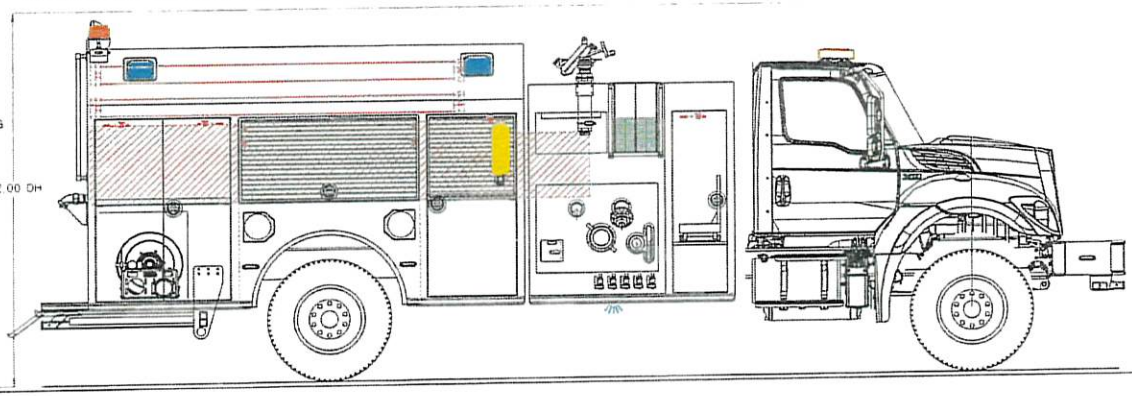






| | |
|---|---|
| CHASSIS | INTERNATIONAL HV507 SFA 4X4 |
| ENGINE | CUMMINS L9 350HP |
| TRANSMISSION | ALLISON 3000 EVS |
| AXLES | 14,000# FRONT / 26,000# REAR |
| MODEL | STAR PUMPER |
| WATER/FOAM | 530 / 10 GALLONS |
| PUMP | WATEROUS CSU 1250GPM |
| FOAM SYSTEM | FOAMPRO 1600 |
| GENERATOR | - |

DOOR FRAMED OPENINGS

| COMPARTMENT | DOOR FRAMED OPENING |
|---|---|
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| L2 | 62.0-W x 31.0-H |
| L3 | 46.5-W x 65.0-H |
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| R2 | 62.0-W x 31.0-H |
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| REV | DATE | DESCRIPTION | NAME |
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| 2 | 08/22/25 | NEW FILES | R.H. |
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| 0 | 06/23/25 | INITIAL PROPOSAL | B.H. |

SCALE: NOT TO SCALE

CUSTOMER:
TRUTH OR CONSEQUENCES VOLUNTEER FIRE DEPARTMENT

| TRUCK NUMBER: | DEALER: |
|---|---|
| 000000 | AAA FIRE PRO |

INTERNATIONAL

January 29, 2026

**Prepared For:**
SPARTAN ER - # 15815-04 TRUTH OR CONSEQUENCES VFD
SPARTAN ERV
907 7th Ave. North
Brandon, SD 57005-
(605)582 - 2300
Reference ID: 15815-04

**Presented By:**
NORTH CENTRAL INTL LLC
Robin Kunz
PO BOX 993
WILLMAR MN 562010993
605-336-3820

Robin Kunz + ASST Chuck 2/3/2023

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

## Model Profile
## 2027 HV507 SFA (HV507)

| | |
|---|---|
| **AXLE CONFIG:** | 4X4 |
| **APPLICATION:** | Fire/Pumper |
| **MISSION:** | Requested GVWR: 40000. Calc. GVWR: 40000. Calc. GCWR: 80000<br>Calc. Start / Grade Ability: 29.34% / 2.84% @ 55 MPH |
| **DIMENSION:** | Wheelbase: 217.00, CA: 142.00, Axle to Frame: 47.00 |
| **ENGINE, DIESEL:** | {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) |
| **TRANSMISSION, AUTOMATIC:** | {Allison 3000 EVS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor |
| **CLUTCH:** | Omit Item (Clutch & Control) |
| **AXLE, FRONT DRIVING:** | {Meritor MX-14-120 EVO} Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting |
| **AXLE, REAR, SINGLE:** | {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.57 |
| **CAB:** | Conventional, Day Cab |
| **TIRE, FRONT:** | (2) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| **TIRE, REAR:** | (4) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| **SUSPENSION, REAR, SINGLE:** | 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs |
| **PAINT:** | Cab schematic 100WK<br>Location 1: 5J08, Hot Lime (Custom)<br>Chassis schematic 932WK<br>Wheel: 5J08, Hot Lime (Custom) |

| Code | Description |
|---|---|
| 4XDP | BRAKES, FRONT (Meritor 16.5X5 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity |
| 5710 | STEERING COLUMN Tilting and Telescoping |
| 5CAW | STEERING WHEEL 4-Spoke; 18" Dia., Black |
| 5PSL | STEERING GEAR (Sheppard M110) Power |
| 6DHK | DRIVELINE SYSTEM (Dana Spicer) SPL170 Main Driveline, 1710 Driveline to Transfer Case, SPL140 Driveline to Front Axle, for 4x4 |
| 7BEV | AFTERTREATMENT COVER Steel, Black |
| 7BMH | EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab, for All-Wheel Drive |
| 7SCP | ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger |
| 7WZX | SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted In IP Inhibits Diesel Particulate Filter Regeneration When Switch Is Moved to ON While Engine Is Running, Resets When Ignition Is Turned OFF |
| 8000 | ELECTRICAL SYSTEM 12-Volt, Standard Equipment<br>Includes<br>: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab<br>: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel<br>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever<br>: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light<br>: STARTER SWITCH Electric, Key Operated<br>: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector<br>: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature<br>: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever<br>: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted<br>: WIRING, CHASSIS Color Coded and Continuously Numbered |
| 8618 | CIGAR LIGHTER Includes Ash Cup |
| 8630 | IGNITION SWITCH Keyless |
| 8GXK | ALTERNATOR (Leece-Neville BLP4006HN) Brushless, 12 Volt, 325 Amp Capacity, Pad Mount, with Remote Sense |
| 8HAB | BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn |
| 8MSG | BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud |
| 8RMZ | SPEAKERS (2) 6.5" Dual Cone Mounted In Both Doors, (2) 5.25" Dual Cone Mounted In Both B-Pillars |
| 8RPR | ANTENNA for Increased Roof Clearance Applications |
| 8RPT | RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input |
| 8THB | BACK-UP ALARM Electric, 102 dBA |
| 8TPA | DATA RECORDER Includes Display Mounted In Overhead Console |
| 8VAY | HORN, ELECTRIC Disc Style |
| 8WHE | HORN, AIR Accommodation Package, Less Horn |

| Code | Description |
|---|---|
| | Includes<br>: FAN Nylon |
| 12UWZ | RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqin, with 1167 Sqin Charge Air Cooler, Includes In-Tank Oil Cooler |
| | Includes<br>: DEAERATION SYSTEM with Surge Tank<br>: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps<br>: RADIATOR HOSES Premium, Rubber |
| 12VBC | AIR CLEANER Single Element |
| 12VKL | EMISSION, CALENDAR YEAR (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2026 |
| 12VXU | THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel |
| 12WVH | EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door |
| 12WYK | ENGINE WATER COOLER (Sen-Dure) Auxiliary, For Use with Fire Trucks |
| 12WZE | CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations |
| 12XBM | ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines |
| 12XCS | CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty |
| 13BCU | TRANSMISSION, AUTOMATIC (Allison 3000 EVS) 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor |
| 13TLW | TRANSFER CASE (Meritor NGTC-4210) 2-Speed, 10,000 lb-ft Torque Rating, with PTO Provision, PTO Not Installed, Electric Over Air Control, with Lube Pump, with Temperature Provision |
| 13WDB | TRANSFER CASE LUBE (EmGard 50W) Synthetic; 1 thru 14.99 Pints |
| 13WET | TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission |
| 13WLP | TRANSMISSION OIL Synthetic; 29 thru 42 Pints |
| 13WUZ | ALLISON SPARE INPUT/OUTPUT for Emergency Vehicle Series (EVS), Fire/Pumper, Tank, Aerial/Ladder, Package Number 198, Includes J1939 Based Auto Neutral |
| 13WYU | SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming |
| 13XAL | PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission |
| 14AHL | AXLE, REAR, SINGLE (Dana Spicer S26-190D) Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.57 |
| 14VAJ | SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs |
| 15LNR | FUEL/WATER SEPARATOR (Racor 400 Series) with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine |
| 15SXJ | FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab |
| 15WCN | DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab |
| 15WCS | FUEL COOLER Less Thermostat; Mounted In Front of Cooling Module |
| 16030 | CAB Conventional, Day Cab |

| Code | Description |
|---|---|
| 28DUW | WHEELS, REAR (Accuride 61408) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs |
| 7382158102 | (2) TIRE, FRONT 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| 7382158102 | (4) TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| | **Services Section:** |
| 40128 | WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A |

## Weight Distribution

All weights are represented in lbs.

| | Truck | | |
|---|---|---|---|
| | Front | Rear | Total |
| **Chassis Weight** | | | |
| Chassis Weight: | 8,742 | 4,753 | 13,495 |
| Fuel: | 0 | 0 | 0 |
| DEF: | 0 | 0 | 0 |
| Empty Body: | 0 | 1 | 1 |
| **(Curb Weight):** | **8,742** | **4,754** | **13,496** |
| **Loads** | | | |
| Payloads: | 0 | 0 | 0 |
| Driver: | 0 | 0 | 0 |
| **Axle Totals (Gross Weight):** | **8,742** | **4,754** | **13,496** |

## Weight Ratings

| | Truck | |
|---|---|---|
| | Front | Rear |
| Axle(axle capacity) | 14,000 | 26,000 |
| Tire(tire capacity) | 14,780 | 29,560 |
| Suspension(suspension capacity) | 14,000 | 31,000 |
| Spring: | 0 | |
| Fed Bridge Law (axle spread): | 20,000 | 20,000 |

| Wheel Combination | Load | Limit |
|---|---|---|
| 1 - 2 | 13,496 | 48,000 |

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 40,000 - Gross Vehicle Weight(GVW) 13,496 = 26,504 Reserves

## Weight Summary

* Distributed weights are within capacity limits

STEADY STATE PERFORMANCE

| Performance Results | Gear | Veh Spd (mph) | Eng Spd (rpm) | Fuel Econ (mpg) | Grade (%) | Notes |
|---|---|---|---|---|---|---|
| LEVEL ROAD MAXIMUM SPEED | 6L-2 | 77.1 | 2242 | 5.32 | 0.00 | |
| HI GEAR SPEED @ RATED RPM | 6L-2 | 75.6 | 2200 | 5.48 | 0.89 | |
| 55.0 MPH STEADY-STATE | 6L-2 | 55.0 | 1600 | 8.11 | 2.84 | |
| TYPICAL OPERATING SPEED | 6L-2 | 60.0 | 1745 | 7.46 | 2.84 | - Calculated Grade Ability/Fuel Economy |

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " ----" , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "******", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

**Recommendations / General Information**

IDLE FUEL RATE : 0.93 GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

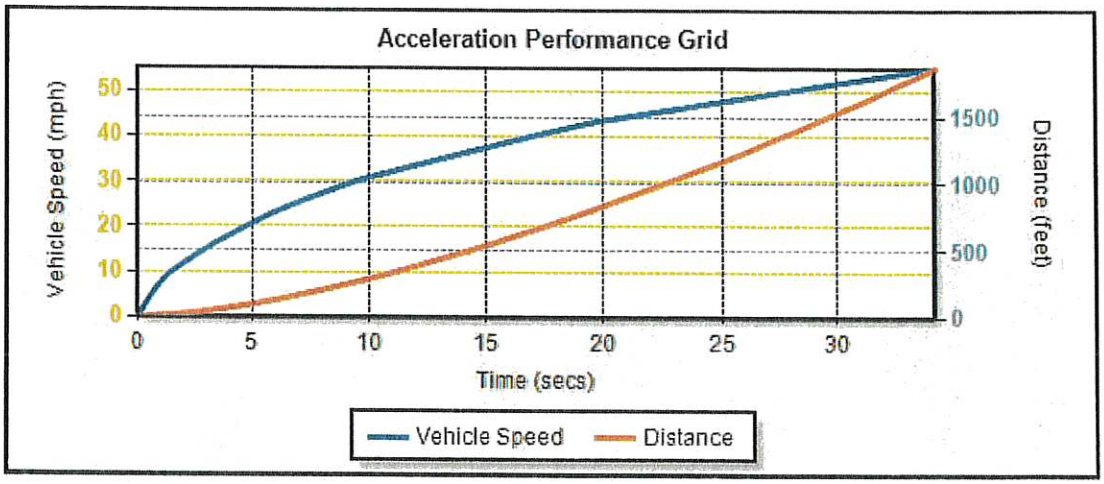
**Fuel Economy Route: Normal Route - City, Suburban, and Highway**

| Key Fuel Economy Information | City | Suburban | Highway | Notes |
|---|---|---|---|---|
| MILES PER GALLON | 6.09 | 8.23 | 7.76 | |
| AVERAGE MPH | 19.1 | 39.9 | 54.6 | |
| MISSION MINUTES | 29.64 | 61.83 | 173.31 | |

IF THE RESULTS CONTAIN "******", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

## ACCELERATION PERFORMANCE RESULTS

### Acceleration Performance Grid




Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 34.23 (SECS)

### Acceleration Performance Details

| Gear | Time (secs) | Distance (feet) | Speed (mph) | Notes |
|---|---|---|---|---|
| 1C | 0.12 | 0.1 | 1.0 | |
| | 0.24 | 0.4 | 2.0 | |
| | 0.36 | 0.8 | 3.0 | |
| | 0.49 | 1.5 | 4.0 | |
| | 0.62 | 2.3 | 5.0 | |
| | 0.77 | 3.5 | 6.0 | |
| | 0.92 | 5.0 | 7.0 | |
| | 1.10 | 6.9 | 8.0 | |
| | 1.28 | 9.2 | 9.0 | |
| 2C | 1.40 | 10.8 | 9.6 | |
| | 1.67 | 14.8 | 10.6 | |
| | 1.94 | 19.3 | 11.6 | |
| | 2.23 | 24.3 | 12.6 | |
| | 2.52 | 30.0 | 13.6 | |
| | 2.84 | 36.5 | 14.6 | |
| | 3.16 | 43.7 | 15.6 | |
| 2L | 3.35 | 48.2 | 16.2 | |
| | 3.72 | 57.2 | 17.2 | |
| | 4.09 | 66.7 | 18.2 | |
| | 4.46 | 76.8 | 19.2 | |
| | 4.83 | 87.5 | 20.2 | |
| | 5.20 | 98.7 | 21.2 | |
| | 5.58 | 110.9 | 22.2 | |
| 3L | 5.95 | 123.0 | 23.1 | |
| | 6.44 | 140.2 | 24.1 | |
| | 6.94 | 158.1 | 25.1 | |
| | 7.44 | 176.8 | 26.1 | |
| | 7.94 | 196.2 | 27.1 | |
| | 8.44 | 216.6 | 28.1 | |
| | 8.96 | 238.4 | 29.1 | |
| | 9.50 | 261.9 | 30.1 | |
| 4L | 9.75 | 272.9 | 30.5 | |

## REQUIRED TCAPE INFORMATION

**TCAPE Factors For Vehicle**

| | |
|---|---|
| Selected Rear Axle Gear Ratio(s): | 5.57 |
| Engine Fan Type: | VISCOUS |
| Parked PTO: | NO |
| Enroute PTO: | NO |
| ID Wheel Slip Conditions: | Yes |
| Road Governor/Cruise Ctrl: | No |
| Road Surface Type: | TYPICAL |
| Fuel Economy Route: | Normal Route - City, Suburban, and Highway |
| Vehicle Vocation: | MODERATE ON/OFF HIGHWAY |
| Acceleration Grade (%): | 0.0 |
| Frontal Area (FT2): | 76 |
| Speed Limit on Route (MPH): | 61.0 |
| Relative Drag Coefficient: | 65 |
| Transfer Case - Gear Ratio (Grade Ability): | 1.000 |
| Alternator (A): | 40 |
| Transfer Case - Gear Ratio (Accel Perf): | 1.000 |
| Steering Gear (HP): | 2.60 |
| Air Conditioner (HP): | 3.20 |
| Transfer Case - Gear Ratio(Start Ability): | 1.000 |
| Vehicle Width (IN): | 96 |
| Vehicle Height (IN): | 110 |
| Weight on Drive Axle (LBF): | 26000 |
| Acceleration Vehicle Spd (MPH): | 55.0 |
| Ambient Temperature (F): | 70.0 |
| Air Compressor (HP): | 2.20 |
| Transfer Case - Gear Ratio (Fuel Economy): | 1.000 |
| TIRE, FRONT | 2 - RADIAL NORMAL |
| TIRE, REAR | 4 - RADIAL NORMAL |

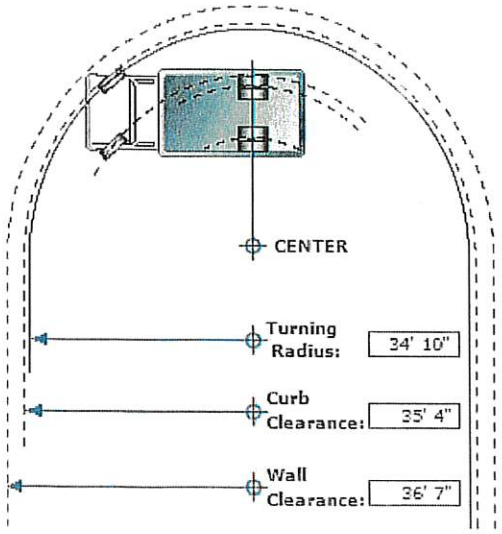
**Components**

| | |
|---|---|
| 0001ANB | AXLE CONFIGURATION 4x4 |
| 0002GAE | AXLE, FRONT DRIVING (Meritor MX-14-120 EVO) Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting |
| 0004SPA | AIR COMPRESSOR (Cummins) 18.7 CFM |
| 0005PSL | STEERING GEAR (Sheppard M110) Power |
| 0008GXK | ALTERNATOR (Leece-Neville BLP4006HN) Brushless, 12 Volt, 325 Amp Capacity, Pad Mount, with Remote Sense |
| 0012EYY | ENGINE, DIESEL (Cummins L9 350) EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) |
| 0012THT | FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed |
| 0013BCU | TRANSMISSION, AUTOMATIC (Allison 3000 EVS) 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor |
| 0013TLW | TRANSFER CASE (Meritor NGTC-4210) 2-Speed, 10,000 lb-ft Torque Rating, with PTO Provision, PTO Not Installed, Electric Over Air Control, with Lube Pump, with Temperature Provision |
| 0014AHL | AXLE, REAR, SINGLE (Dana Spicer S26-190D) Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends |
| 0016030 | CAB Conventional, Day Cab |
| 0016BAM | AIR CONDITIONER with Integral Heater and Defroster |
| 07382158102 | TIRE, FRONT 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| 07382158102 | TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |

**TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED**

## Turning Radius Summary
2027 HV507 SFA (HV507)

January 29, 2026




| | |
|---|---|
| Series: | HV |
| Model: | HV507 |
| Description: | HV507 SFA |
| Model Year: | 2027 |

### Calculation Factors

| | |
|---|---|
| Wheelbase: | 217 |
| Front Axle: | 0002GAE |
| Description: | AXLE, FRONT DRIVING, {Meritor MX-14-120 EVO} Single Reduction, 14,000-lb Capacity, with Hub Piloted Wheel Mounting |
| Front Wheel: | 0027DUW |
| Description: | WHEELS, FRONT, {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs |
| Front Tire: | 07382158102 |
| Description: | TIRES, 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive |
| Steering Gear: | 0005PSL |
| Description: | STEERING GEAR, {Sheppard M110} Power |

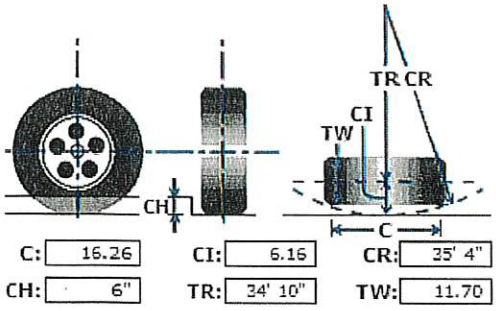
### Turning Radius Statistics

General Information

| | |
|---|---|
| Inside Turn Angle: | 38 Degrees |
| Radial Overhang: | 21 |

Axle Information

| | |
|---|---|
| KingPin Inclination: | 7 Degrees |
| KingPin Center: | 68.9 |




### Turning Radius - Curb View

| | | |
|---|---|---|
| C | - Curb Contact Length: | 16.26 |
| CI | - Curb Clearance Increment: | 6.16 |
| CR | - Curb Clearance Radius: | 35'4" |
| CH | - Curb Height: | 6" |
| TR | - Turning Radius: | 34'10" |
| TW | - Tire Width: | 11.70 |

* All Measurements are in inches, unless otherwise specified.

INTERNATIONAL

# CHASSIS CONTINGENCY STATEMENT

## 2027 HV507 SFA (HV507)

Due to anticipated higher costs associated with the upcoming 2027 EPA emissions standards for heavyduty trucks, a contingency allowance has been added to any commercial chassis quote processed. This amount is simply an estimate and does not guarantee no additional costs related to 2027 emissionscompliant engines won't be passed through. Should there be any unused contingency funds, they will be refunded, and if actual costs exceed the reserved amount, a breakdown will be provided and added to the order and invoice

1

Proposal: 15815-04

BEST Chevrolet

2/7/2024

SMEAL

SPARTAN REV GROUP
EMERGENCY RESPONSE
Brandon, SD | Charlotte, MI | Ephrata, PA | Snyder, NE
SPARTANER.COM

Sourcewell
Awarded Contract

**February 2, 2026**

City of Truth or Consequences, NM
Truth or Consequences Fire Department
505 Sims Street
Truth or Consequences, NM 87901

Sourcewell User Account# 73145

2/3/2026

2/3/2026

AAA Firepro of New Mexico, Inc. and Spartan Fire, LLC are pleased to offer the following apparatus through the Sourcewell® Contract, based on the provided specifications dated **02/02/2026.**

## Spartan ERV 500 Gallon Pumper mounted on International HV507 Chassis

| | |
|---|---|
| MSRP Spartan Fire, LLC Body (MSRP) | $ 585,426.00 |
| Plus Sourcewell Approved (MSRP) Contract PDI, Delivery & Demo | $ 7,250.00 |
| Less Sourcewell Contract Discount | ($ 38,975.00) |
| Actual Discount Percentage (Percent of ERV Body, PDI MSRP) | % **6.58** |
| Minimum Required Discount (Percent of ERV Body, PDI MSRP) | % 3.00 |
| Commercial Chassis Cost (Pass Thru Cost) | $ 162,088.00 |
| Total Contract Price | **$ 715,789.00** |

*Prices above do not include any Federal, State or local taxes.*

The above quote is good until **02/20/26**. After that, pricing is subject to change. **In addition, due to current issues with inflation and supply chain disruptions, surcharges are likely and will be added to the total invoice at final delivery. Issuance of a purchase order acknowledges likelihood of said increases and customer agrees to pay any additional amounts above proposal amount attributed to surcharges.** This quote replaces any previous quotes that have been presented on this apparatus. Build schedule will likely be 800 plus days. Chassis and component delivery times have increased and may affect schedule. A final inspection trip to the factory for up to two (2) department personnel as well as apparatus delivery to Truth or Consequences Fire Department is included in the above price.

AAA Firepro of New Mexico, Inc. is an authorized dealer representative for REV Group, Inc who is the contract holder. Any purchase orders are to be issued to **AAA FIREPRO OF NEW MEXICO, INC.** and should reference Sourcewell Member **#73145** and Sourcewell Contract **#082025-RVG.**

AAA Firepro and Spartan Fire, LLC look forward to the opportunity of doing business with Truth or Consequences Fire Department.

Regards,

Kendal Kohler, President
AAA Firepro of NM, Inc.

Above Terms Acknowledged and Accepted,

Signature / Title (Purchasing Agent) Date

# City of Truth or Consequences

**AGENDA REQUEST FORM**

**MEETING DATE:** February 11, 2026

*Agenda Item #:* G.5(6)

**SUBJECT:** Approval of Purchase Requisitions over $60,000
**DEPARTMENT:** Finance
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** Carlos Miyagishima, Chief Procurement Officer
**WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer**

***Summary/Background:***

Per Resolution No 46 20/27 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over S60,000).

***Recommendation:***

Approval Recommended by Chief Financial Officer. Please see the attached purchase item list.

***Attachments:***

- Water Department Fund
- Baker Utility Supply Corp
- Open PO Drawdown for Field Supplies (FY26) Requisition
- Previous PO: PO 82123 ($40,000)
- Statewide Price Agreement #50-00000-24-0-0015

Click here to enter text.

***Fiscal Impact (Finance):*** **Yes**

- $80,000

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

None.

***Approved For Submittal By:*** ☒ Department Director

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

***Final Approval:*** ☒ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC agendas 2-11-26

*Rolf Hechler*
*Mayor*

*Amanda Forrister*
*Mayor Pro-Tem*

*Destiny Mitchell*
*Commissioner*

*Ingo Hoeppner*
*Commissioner*

*Chaz M. Glines*
*Commissioner*

*Gary Whitehead*
*City Manager*

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

February 6, 2026

To City Mayor, Pro-Tern and Commissioners,

**RE: OPEN PO DRAWDOWN FOR FIELD SUPPLIES (FY26)**

The Procurement Department along with Water Department issued a Statewide Price Agreement (#50-00000-24-00015) contract for the completion of water leak fixtures for the Water Department. We already issued a PO for $40,000, thus making this new requisition over the $60,000 threshold.

1 will defer to Jocelyn Holguin the Chief Financial Officer. Thank you.

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

**$80,000.00**
**WATER Fund: 504-3803**

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition #95863

**PROCURMENTS $60,000 AND OVER** **2025-26 Fiscal Year**

**COMMISSION MEETING 02/11/2026**

| Number | Vendor Name | Description | Requested By | Department | Total Amount | Procurement Type |
|---|---|---|---|---|---|---|
| A. | Baker Utility Supply Corp | Open PO Drawdown for Field Supplies (FY26)<br>Statewide Price Agreement #50-00000-24-00015 | Carlos Miyagishima | Procurment | **$40,000.00** | Statewide Price Agrement #50-00000-24-00015 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | **TOTAL** | | **$ 40,000.00** | |

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Major Date

PLEASE NOTE: This purchase request is for the City Fire Department utilizing fire funds.

# REQUISITION

**Requisition #:** 95863

**Date:** 01/28/2026

**Vendor #:** 0198

**ISSUED TO:** BAKER UTILITY SUPPLY CORP
4320 2ND STREET NW
ALBUQUERQUE, NM 87107

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

| ITEM | UNITS | DESCRIPTION | PROJECT # | PRICE | GL ACCOUNT NUMBER | AMOUNT |
|---|---|---|---|---|---|---|
| 1 | 0 | OPEN P.O FOR FIELD SUPPLIES FOR WATER LEAKS | | 0.00 | 504-3803-44607 | 40,000.00 |

**PO Description:** OPEN PO DRAWDOWN FOR FIELD SUPPLIES (FY26)

**Detailed Description:**

OPEN PO DRAWDOWN FOR FIELD SUPPLIES (FY26) RECIEPT/INVOICES ARE REQUIRED
STATEWIDE PRICE AGREEMENT #50-00000-24-00015

WATER
(WAITING FOR CITY MANAGER'S APPROVAL 1/28/2026)

| | |
|---|---|
| SUBTOTAL: | 40,000.00 |
| TOTAL TAX: | 0.00 |
| SHIPPING: | 0.00 |
| **TOTAL** | 40,000.00 |

**Authorized By:** _____

Docusign Envelope ID: 09A97B04-D8C7-4C1E-A3C2-4B1FD971F309



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

## Statewide Price Agreement Amendment

| |
|---|
| **Awarded Vendor:**<br>**5 Awarded Vendors** |

| |
|---|
| **Ship To:**<br>**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.** |
| **Invoice:**<br>**As Requested** |

Number: **50-00000-24-00015**

Amendment No.: **One**

Term: **November 21, 2024 - November 20, 2026**

Procurement Specialist: **Gerry Escobedo**

Telephone No.: **(505) 470-7534** ge

Email: **Gerardo.Escobedo@gsd.nm.gov**

Title: **Water Service Connection Equipment**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 21, 2025 to November 20, 2026 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 10/6/2025

Docusign Envelope ID: 6D8BA292-A44E-45C4-A8D5-B35D5D487728



**Awarded Vendors:**

(AA) 0000046189
Baker Utility Supply Corp.
4320 2nd Street N.W.
Albuquerque, NM 87107
Clifton Geldmacher 505.917.6314
505-884-0994
cgeldmacher@bakerutility.com

**Payment Term:** Net 30

**Delivery:** FOB Destination

(AB) 0000134320
Core and Main LP
PO Box 23880
St. Louis, MO 63146
Terri Baker
505-301-0511
terri.baker@coreandmain.com

**Payment Term:** Net 30

**Delivery:** 4-20 Weeks ARO

(AC) 0000027679
Ferguson Holdings Inc. dba Ferguson Enterprises LLC
801 Candelaria Rd NE
Albuquerque, NM 87107
Justin Kapitan 602-495-8420
602-495-8420
justin.kapitan@ferguson.com

**Payment Term:** Net 30

**Delivery:** FOB Destination

(AD) 0000014068
New Mexico Meters LLC
9119 Anacapa Ave NW
Albuquerque, NM 87121
Chris Gutierrez
505-948-1645
chris@newmexicometers.com

**Payment Term:** Net 30

**Delivery:** Stock to 4 weeks

(AE) 0000178555
Oakridge LLC
Box 543
Las Cruces, NM 88004
Shawn Dozier 575 644-4479
575-528-8782
OakridgeNM@gmail.com

**Payment Term:** Net 30

**Delivery:** Destination

**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:** 82123 **Date:** 07/02/2025

**Requisition #:** 94720 **Vendor #:** 0198

**ISSUED TO:** BAKER UTILITY SUPPLY CORP
4320 2ND STREET NW
ALBUQUERQUE, NM 87107

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

| ITEM | UNITS | VENDOR PART # | DESCRIPTION | GL ACCT # | PROJ ACCT # | PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|
| 1 | 0 | FIELD SUPPLIES<br>WATER DEPT | OPEN PO FOR FIELD SUPPLIES FOR WATER LEAKS | 504-3803-44607 | | 0.00 | 40,000.00 |

| | |
|---|---|
| SUBTOTAL: | 40,000.00 |
| TOTAL TAX: | 0.00 |
| SHIPPING: | 0.00 |
| **TOTAL** | 40,000.00 |

**Chief Purchasing Office** _____ **Date:** _____

**Director of Finance:** Requisition approved electronically.

**City Manager:** Requisition approved electronically.

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

# REQUISITION

**Requisition #:** 94720

**Date:** 07/02/2025

**Vendor #:** 0198

**ISSUED TO:** BAKER UTILITY SUPPLY CORP
4320 2ND STREET NW
ALBUQUERQUE, NM 87107

**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 | 0 | OPEN PO FOR FIELD SUPPLIES FOR WAT | | 0.00 | 504-3803-44607 | 40,000.00 |

**PO Description:** OPEN PO FOR FIELD SUPPLIES FOR WATER LEAKS

**Detailed Description:**

FIELD SUPPLIES FOR WATER LEAKS
WATER DEPT.

| | |
|---|---|
| SUBTOTAL: | 40,000.00 |
| TOTAL TAX: | 0.00 |
| SHIPPING: | 0.00 |
| **TOTAL** | 40,000.00 |

**Authorized By:** _____

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE**: February 11, 2026

*Agenda Item #: G.6*

**SUBJECT:** Discussion/Action: Talon Septic Contract Lease Agreement
**DEPARTMENT:** City Manager's Office
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** City Manager's Office
**WHO WILL PRESENT THE ITEM: City Manager – Gary Whitehead**

***Summary/Background:***

This is a proposed Liquid Waste Dumping Agreement between Talon Septic and the City of Truth or Consequences for the period of January 1, 2025, through December 31, 2030.

***Recommendation:***

-.

***Attachments:***

- Contract Agreement
-

-

***Fiscal Impact (Finance):*** Choose an item.
Click here to enter text.

***Legal Review (City Attorney):*** **Yes**
Click here to enter text.

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☒ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC agendas 2-11-26

LEASE

**THIS INDENTURE, made this 11th day of February, 2026,**

BY AND BETWEEN CITY OF TRUTH OR CONSEQUENCES, A municipal corporation,

AND TALON SEPTIC, LLC, a New Mexico Limited Liability Company, hereinafter, whether singular or plural, masculine, feminine, or neuter, designated "Lessee", which expression shall include all Lessees, jointly and severally, and shall include Lessee's heirs, executors, administrators, assigns, and successors in interest.

W I T N E S S E T H:–

1. DEMISE OF PREMISES

Lessor, for and in consideration of the covenants and agreement herein contained to be kept and performed by Lessee, Lessee's heirs, executors, administrators, assigns, and successors in interest, and upon the terms and conditions herein contained, does hereby let, lease, and demise to Lessee the following described premises situated in Truth or Consequences, in the County of Sierra, State of New Mexico described as follows:

See **EXHIBIT A** attached

2. RENT

Lessee, for and in consideration of this Lease and the demise of the said premises by Lessor to Lessee, hereby agrees and covenants with Lessor to pay as rent for the said premises, without notice or demand, the sum of $1,150.00 per month to be paid on the 1st day of each month with the first payment due on January 1,. 2026

3. TERM OF LEASE

The term of this Lease shall be for a period beginning on January 1, 2026, and ending December 31, 2030, unless otherwise terminated. This term is extended to align with NMED permit renew timelines. The lease shall be renewable, in Five-year terms, for a period of not to exceed 25 years provided that the NMED permit is renewed and all lease payments and terms are in good standing. Each renewal period requires review and concurrence from the City of Truth or Consequences City Commission to ensure compliance with NMED permits, lease payments, and proper use of the property. All additional lease renewal shall begin on January 1st of the new period.

The lease shall be subject to a rate increase at the beginning of the new lease period. The new rate will be a five-year period. (5-year). The lease shall be subject to rate increase based on the CPI report for each of the previous years. Example (2025=2.5%, 2026=2.5 ect. CPI x 5 years = 12.5% lease rate increase) (Current rate $1150 x 12.5% new rate $1293.75)

4. USE OF PREMISES & REMEDIAL MEASURES

Lessee agrees to use and occupy the premises for septage operations and obtain all NMED permits. Upon termination or expiration, Lessee shall take all remedial measures and obtain NMED Certificates of Completion.

In the event that the lessee desires to construct or alter the property, the Lessee shall first obtain written approval from the City Commission. The lessee and the city commission shall comply with all Federal Aviation Administration requirements including 14 C.F.R. Part 77.9. a copy is attached as Exhibit B.

All improvements, including without limitation equipment and fixtures and all items of personal property including trade fixtures and inventory, are the sole property of the lessee. Lessee shall have the right to place, maintain and remove personal property, and to erect, maintain, repair, replace and remove improvements during the term.

Upon lease expiration or termination, the lessee shall remove all improvements in accordance with NMED closure requirements, terms and conditions. All personal property and improvements may be removed during the time consistent with section 10 of this agreement. Any personal property or improvements remaining at the completion of closeout shall become the property of the Lessor (City).

5. AGREEMENT TO EVALUATE AND EXPLORE OPPORTUNITIES FOR A PURCHASE AGREEMENT.

The parties agree to evaluate and explore opportunities for a future Purchase Agreement. This agreement is nonbinding and creates no rights unless a separate written agreement is executed by both parties and approved by the Governing Body. Construction or alteration requires City approval and FAA compliance.

Lessee may submit, in writing, not less than 60 before a new lease period, a request to purchase the land at each five-year lease renewal period.

Should the city, on its own initiative, determine that a sale of public property is in the public interest, the lessee shall have the first right to purchase the property.

Any decision to sell the land require shall require City Commission approval. A decision to sell the property requires a new appraisal and comply with all applicable laws and regulations for the sale of public property.

6. LIABILITY

Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about

the said premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises. Further, Lessee hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon, caused by leakage from the roof of said premises or by bursting, leakage, or overflowing of water from any source whatsoever, and Lessee hereby agrees and covenants to indemnify and save harmless Lessor from any and all claims and liability for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon.

Further, Lessee agrees to maintain casualty insurance and liability insurance on the premises with minimum limits of $1,000,000.00 with Lessor named as a loss payee and each policy will include the Lessor named as an additional insured on the policy.

7. ASSIGNMENT AND SUBLETTING

Lessee shall not assign or sublet without written consent of Lessor.

8. LESSOR'S RIGHT OF INGRESS AND EGRESS

Lessor maintains an additional lease on surface usage for billboards. Lessor may enter the premises at any time, including ingress and egress to access other City properties. Lessor preserves all rights, fees and access associated with other lease contracts, and nothing in this Lease diminishes such rights.

Lessee shall require a 48-hour notice to enter the property for work on other leased premises or to access other locations on the property. Lessee shall require a 72-hour notice to enter the property specifically used for septage waste. The lessee shall comply with any requirements set by NMED to enter the property.

9. LESSEE'S RESPONSIBILITY OF COSTS AND EXPENSES

Lessee shall be responsible for all expenses including utilities and maintenance.

10. TERMINATION

The agreement may not be terminated without reasonable cause or identification of a material breech. Should the City decide to terminate the agreement for material breach, 30 days' notice must be provided. The lessee shall have the right to cure any breach of the agreement within 30 days, or at a time agreed by the parties, from the date of such notice of said breech.

A material breach shall include but not be limited to timely payments, proper use of the property, NMED compliance, abandonment.

At any time throughout the lease, should NMED not reapprove a discharge permit, Lessee shall have an additional one (1) year solely for site cleanup and remediation in accordance with section 4 of the agreement.

11. ABANDONMENT

Should Lessee abandon the premises for 90 consecutive days, the City may terminate the Lease and improvements vest in the City. Failure to keep Lease payments current may be considered abandonment at the City's discretion.

12. ENFORCEMENT

Delays in enforcement are not a waiver.

13. THIS LEASE EMBODIES ALL AGREEMENTS BETWEEN THE PARTIES

This Lease incorporates all agreements between the parties. No prior agreements not embodied herein shall be valid.

14. AMENDMENTS

This Lease may not be altered except by written instruments executed by both parties.

15. NOTICES

Notices shall be given as follows:

City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Attn: City Manager

Talon Septic, LLC
P.O. Box 772
801 NM 195
Elephant Butte, NM 87935

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF TRUTH OR CONSEQUENCES

By: _____
Rolf Hechler, Mayor

ATTEST:

_____
City Clerk

TALON SEPTIC, LLC

By: _____

ACKNOWLEDGMENT

STATE OF NEW MEXICO

:ss.

COUNTY OF SIERRA

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by _____ of Talon Septic, LLC, a New Mexico Limited Liability Company.

_____
Notary Public

## § 77.9 Construction or alteration requiring notice.

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

(a) Any construction or alteration that is more than 200 ft. AGL at its site.

(b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:

(1) 100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.

(2) 50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.

(3) 25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in paragraph (d) of this section.

(c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) or (b) of this section.

(d) Any construction or alteration on any of the following airports and heliports:

(1) A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;

(2) A military airport under construction, or an airport under construction that will be available for public use;

(3) An airport operated by a Federal agency or the DOD.

(4) An airport or heliport with at least one FAA-approved instrument approach procedure.

(e) You do not need to file notice for construction or alteration of:

(1) Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be

EXHIBIT A

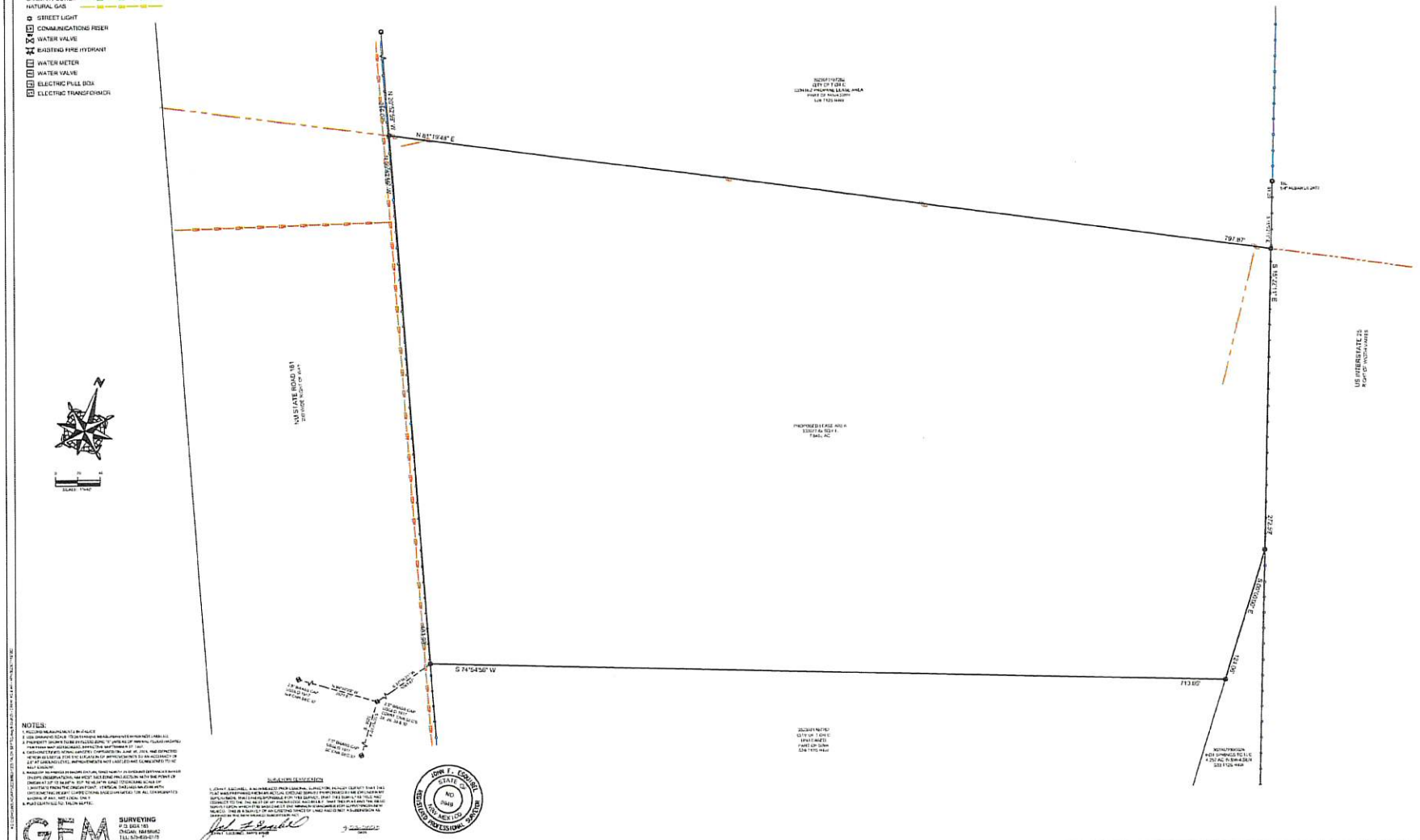
# BOUNDARY SURVEY PLAT

A PROPOSED 7.046 ACRE LEASE AREA WITHIN THE TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT PROPERTY, BEING A PORTION OF SECTION 26, T. 12S., R.4W., N.M.P.M, OF THE U.S.G.L.O. SURVEYS, SIERRA COUNTY, NEW MEXICO.

DATE OF SURVEY: SEPTEMBER 29, 2023

LEGEND

- INDICATES 1/2" SET REBAR WIRED PLASTIC CAP "GEM COOP NMPS 9449"
- INDICATES FOUND MONUMENT AS NOTED ON THE PLAT HEREIN
- RETAINING WALL
- EASEMENT LINE
- INDICATES UTILITY POLE
- WATERLINE
- COMM. LINES
- BURIED ELEC.
- SANITARY SEWER
- NATURAL GAS
- STREET LIGHT
- COMMUNICATIONS RISER
- WATER VALVE
- EXISTING FIRE HYDRANT
- WATER METER
- WATER VALVE
- ELECTRIC PULL BOX
- ELECTRIC TRANSFORMER




NOTES:

1. BEARINGS ARE GRID BEARINGS BASED ON NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, NEW MEXICO WEST ZONE.
2. DISTANCES ARE GROUND DISTANCES.
3. PROPERTY SHOWN HEREON WAS SURVEYED BY GEM SURVEYING ON SEPTEMBER 29, 2023.
4. ALL CORNERS FOUND OR SET ARE AS SHOWN HEREON.
5. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
6. BASIS OF BEARINGS: GRID BEARINGS BASED ON NEW MEXICO STATE PLANE COORDINATE SYSTEM, NAD 83, NEW MEXICO WEST ZONE.
7. ALL CORNERS FOUND OR SET ARE AS SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I, JOHN F. ESQUIBEL, A NEW MEXICO PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE OR OVERLAPS EXCEPT AS SHOWN HEREON, AND THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

JOHN F. ESQUIBEL
NEW MEXICO
NO. 9449
REGISTERED PROFESSIONAL SURVEYOR

GEM SURVEYING
P.O. BOX 181
ENGLE, NM 87932
TEL: 575-835-0178
FAX: 866-234-5021

© 2023 GEM SURVEYING LLC. ALL RIGHTS RESERVED

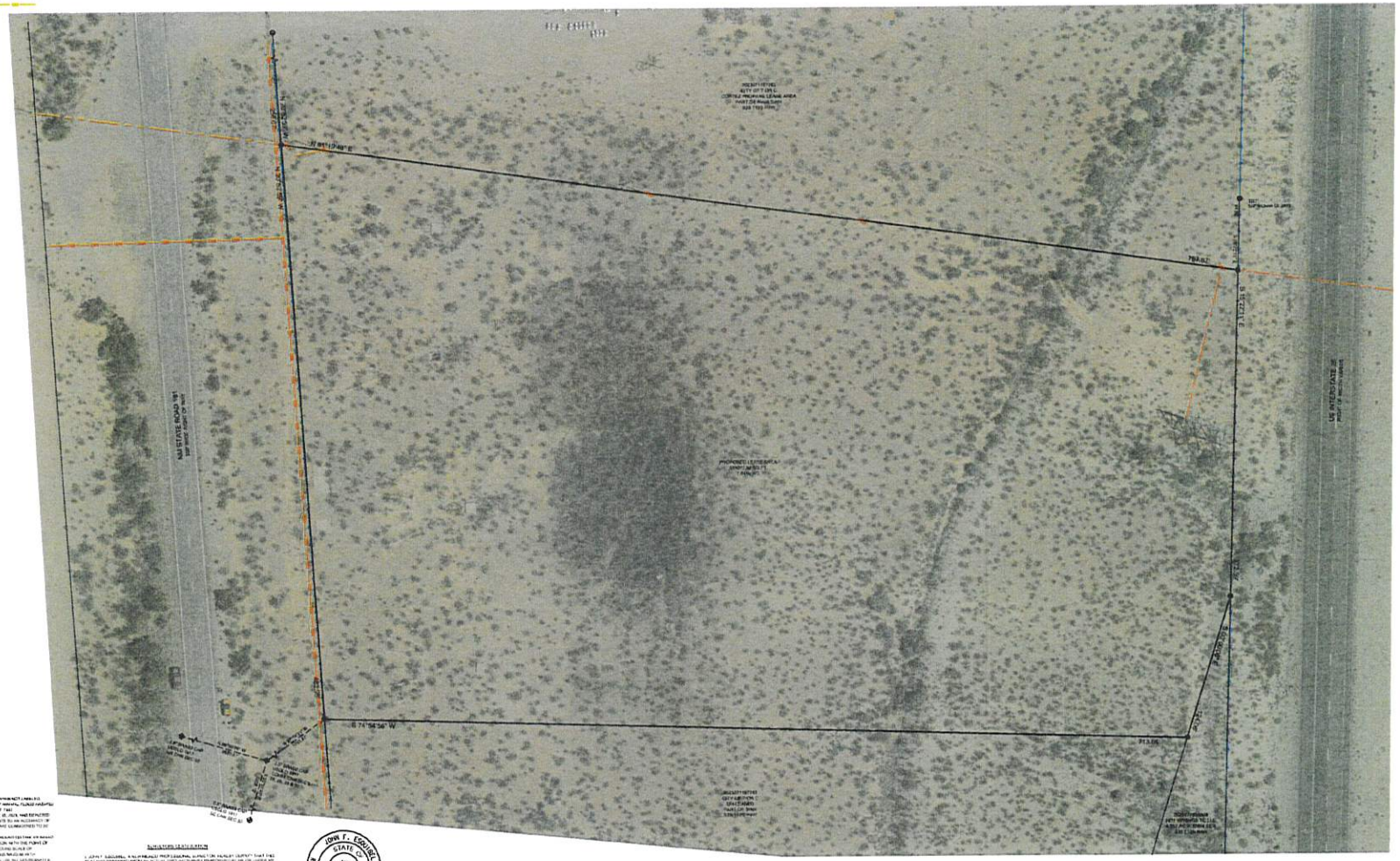
# BOUNDARY SURVEY PLAT

A PROPOSED 7.646 ACRE LEASE AREA WITHIN THE TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT PROPERTY, BEING A PORTION OF SECTION 28, T.12S., R.4W., N.M.P.M. OF THE U.S.G.L.O. SURVEYS, SIERRA COUNTY, NEW MEXICO

DATE OF SURVEY: SEPTEMBER 25, 2023

LEGEND

- INDICATES 1/2" SET REBAR WIRED PLASTIC CAP "GEM COOP MAPS 9449"
- INDICATES FOUND MONUMENT AS NOTED ON THIS PLAT HEREON
- RETAINING WALL
- EASEMENT LINE
- INDICATES UTILITY POLE
- WATERLINE
- COMM. LINES
- BURIED ELEC.
- SANITARY SEWER
- NATURAL GAS
- STREET LIGHT
- COMMUNICATIONS RISER
- WATER VALVE
- EXISTING FIRE HYDRANT
- WATER METER
- WATER VALVE
- ELECTRIC PULL BOX
- ELECTRIC TRANSFORMER




NOTES:

GEM SURVEYING
P.O. BOX 182
DEMING, NM 88030
TEL: 575-639-0178
FAX: 888-220-9842

JOHN F. EGGLESTON
STATE OF NEW MEXICO
NO. 9449
REGISTERED PROFESSIONAL SURVEYOR

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SHEET 1 OF 1

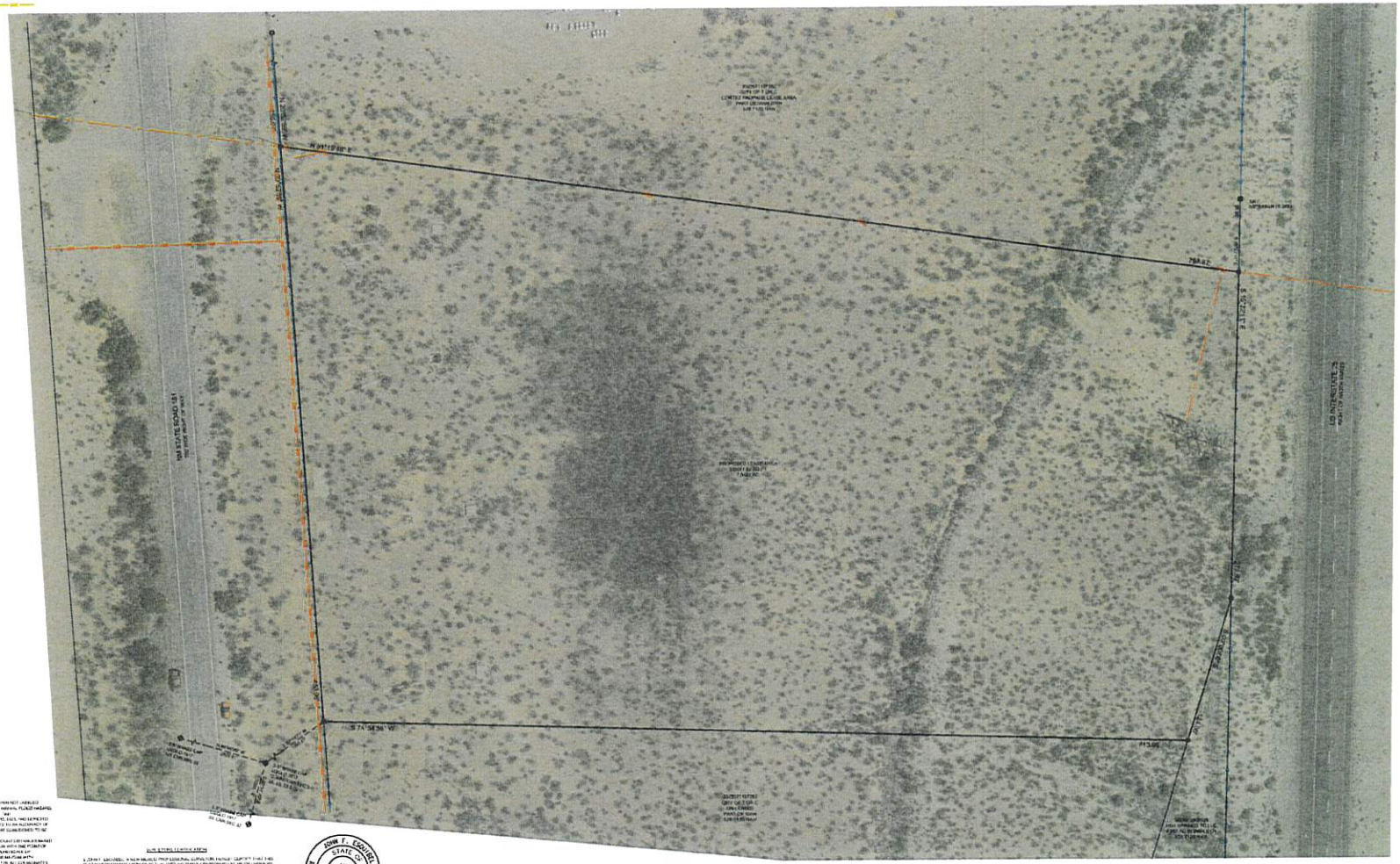
# BOUNDARY SURVEY PLAT

A PROPOSED 7.946 ACRE LEASE AREA WITHIN THE TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT PROPERTY, BEING A PORTION OF SECTION 28, T.12S., R.4W. N.M.P.M. OF THE U.S.G.L.O. SURVEYS, SIERRA COUNTY, NEW MEXICO.

DATE OF SURVEY: SEPTEMBER 25, 2023

LEGEND

- INDICATES 1/2" SET REBAR W/RED PLASTIC CAP "GEM COOP NMPS 5949"
- INDICATES FOUND MONUMENT AS NOTED ON THE PLAT HEREIN
- RETAINING WALL
- EASEMENT LINE
- INDICATES UTILITY POLE
- WATERLINE
- COMM. LINES
- BURIED ELEC.
- SANITARY SEWER
- NATURAL GAS
- STREET LIGHT
- COMMUNICATIONS RISER
- WATER VALVE
- EXISTING FIRE HYDRANT
- WATER METER
- WATER VALVE
- ELECTRIC PULL BOX
- ELECTRIC TRANSFORMER




NOTES:

SURVEYING
P.O. BOX 183
RUIDOSO, NM 88345
TEL: 575.630.0179
FAX: 888.257.4851

JOHN T. ERQUIEL
STATE OF NEW MEXICO
NO. 5949
REGISTERED PROFESSIONAL SURVEYOR

9/25/2023

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SHEET 1 OF 1

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE:** February 11, 2026

*Agenda Item #:* G.7

**SUBJECT:** Quiet Title Request – 700 Fir Street
**DEPARTMENT:** City Manager's Office
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** City Manager's Office
**WHO WILL PRESENT THE ITEM: City Manager Whitehead**

***Summary/Background:***

A Complaint for a Quiet Title for 700 Fir Street is being filed by Michael E. Sisson, Karen A. Sissen and Colleen M. Brees. As a standard practice, the process requires them to name every entity whoever has interest in the subject real property. The interested parties are requesting that the city execute the enclosed disclaimer so it can be filed in the Quiet Title Suit.

***Recommendation:***

-.

***Attachments:***

- Entry of Appearance Disclaimer of Interest.
- Quiet Title Request

-

***Fiscal Impact (Finance):*** Choose an item.

-

***Legal Review (City Attorney):*** **Yes**

Yes. Matter has been reviewed by John Appel

***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 2-11-26

**JAIME F. RUBIN, LLC**
ATTORNEY AT LAW
P.O. DRAWER 151
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
TELEPHONE: 575.894.3031
FAX: 575.894.3282

January 28, 2026

City of Truth or Consequences
**Attn: Gary Whitehead, City Manager**
505 Sims Street
Truth or Consequences, New Mexico 87901

**HAND DELIVERED IN HIS OFFICE**
**January 28, 2026**

Re: 700 Fir Street
Sisson Quiet Title Suit

Dear Gary,

As we discussed last month, I am representing Michael E. Sisson, Karen A. Sisson and Colleen M. Brees in my capacity as a private attorney. My clients own the aforesaid real estate and improvements. In order to obtain Title Insurance, Sierra County Title has required us to file a Complaint for Quiet Title. As standard practice, we had to name every entity whoever had an interest in the subject real property.

We are enclosing a copy of the Complaint for Quiet Title, which was filed on January 21, 2026 and the Title Search and Report prepared by Sierra County Title. In paragraphs 13 and 14, you will note that the City of TorC took title to the property by virtue of a deed in 1974, and then deeded its interest in 1981. I am enclosing a copy of the Two (2) deeds. It does not appear that the City has had any interest in the real property since the 1981 conveyance.

On behalf of my clients, I am requesting that the City execute the enclosed Disclaimer and return the same to me for filing in the Quiet Title Suit. Due to my conflict of interest, I strongly recommend that you consult with Mr. John Appel, Esq.

Thank you for your consideration.

Very Sincerely,

Jaime F. Rubin, Esq.
Enclosures

JFR: toa
Cc: Michael E. Sisson (w/ encl.)
Colleen M. Brees (w/ encl.)

FILED
7th JUDICIAL DISTRICT COURT
Sierra County
1/21/2026 11:34 AM
MARY MORA
CLERK OF THE COURT
Guadalupe Marin

STATE OF NEW MEXICO
COUNTY OF SIERRA
SEVENTH JUDICIAL DISTRICT COURT

No.: D-721-CV-2026-00007

Judge: Murphy, Mercedes C.

MICHAEL E. SISSON
KAREN A. SISSON
COLLEEN M. BREES

Plaintiffs,

vs.

GROUP I:

LIVING INDIVIDUALS AND ACTIVE CORPORATE ENTITIES INCORPORATED IN NEW MEXICO;

NONE

GROUP II:

LIVING INDIVIDUALS WHO LIVE OUTSIDE OF NEW MEXICO AND ACTIVE ENTITIES INCORPORATED OUTSIDE NEW MEXICO;

BETTY L. SISSON c/o THOMAS HOUSTON, POA
AND THE SISSON Living Trust c/o BETTY L. SISSON, as the Sole Trustee, c/o THOMAS HOUSTON, POA

GROUP III:

INDIVIDUALS KNOWN TO BE DECEASED AND CORPORATE ENTITIES KNOWN TO BE DEFUNCT (INCORPORATED IN OR OUT OF NEW MEXICO);

GEORGE E. SISSON
IVA LENA PEARSON COOK
WILLIE E. PEARSON
CECIL WILSON
ADA WILSON
JOSPEH WILSON PEARSON A/K/A/ J.W. PEARSON

COMPLAINT
FOR QUIET TITLE

GROUP IV:

THE FOLLOWING NAMED PERSONS AND ENTITIES, IF LIVING, OR IF DECEASED, THEIR UNKNOWN HEIRS AND SUCCESSORS:

EDNA PEARSON
CALVIN PEARSON
ALVIN W. PEARSON
AGNES PEARSON
JESSIE PEARSON
RUBERT PEARSON
C.J. PEARSON

GROUP V:

THE FOLLOWING GOVERNMENTAL AGENCIES:

TAXATION AND REVENUE DEPARTMENT OF THE STATE OF NEW MEXICO, ex. rel., PROPERTY TAX DIVISION;
CITY OF TRUTH OR CONSEQUENCES, a Municipality

AND

GROUP VI:

UNKNOWN CLAIMANTS OF INTEREST IN THE PREMISES ADVERSE TO THE PLAINTIFFS,

Defendants.

## COMPLAINT FOR QUIET TITLE

Plaintiffs state:

1. That the Plaintiffs are the owners in fee simple and in possession of that certain real estate situated in Sierra County, New Mexico, a description of which is as follows:

**Lot Ten (10), Block Seventeen (17) of the Original Townsite of Hot Springs (now Truth or Consequences), New Mexico, according to the supplemental plat thereof accepted June 14, 1927, filed in the Office of the County Clerk of Sierra County, New Mexico, otherwise known as 700 Fir Street, Truth or Consequences, New Mexico, 87901.**

**TOGETHER WITH all improvements thereon.**

2. That the Plaintiffs are credibly informed and believe, and upon such information and belief, allege that each of the foregoing named or designated Defendants, make, or have made, some claim of lien, interest, right, or title adverse to the estate of the Plaintiffs in and to the aforesaid real estate, or a portion thereof, and are made Parties Defendant herein by name, as near as the same can be ascertained.

3. That the Plaintiffs have made due search and inquiry and are credibly informed and believe, and upon such information and belief allege, that there are no Defendants named or designated in **GROUP I** of the title of this case, which is hereby adopted by reference, who make the claim alleged above in **Paragraph "2"**.

4. That the Plaintiffs have made due search and inquiry and are credibly informed and believe, and upon such information and belief allege, that there are Defendants named or designated in **GROUP II** of the title of this case, which is hereby adopted by reference, who make the claim alleged above in **Paragraph "2"**.

5. That the Plaintiffs have made due search and inquiry and are credibly informed and believe, and upon such information and belief allege, that there are Defendants named or designated in **GROUP III** of the title of this case, which is hereby adopted by reference, who make the claim alleged above in **Paragraph "2"**.

6. That the Plaintiffs have made due search and inquiry and are credibly informed, and based upon such information allege, that the Defendants named and designated in **GROUP IV** of the title of this case, which is hereby adopted by reference, make, or have previously made, the claim alleged above in **Paragraph "2."**.

7. That the Plaintiffs are credibly informed and believe, and upon such information and belief, allege that the **TAXATION AND REVENUE DEPARTMENT OF THE STATE OF**

NEW MEXICO, ex. rel. PROPERTY TAX DIVISION, Party Defendant designated in GROUP V of the title of this case, which is hereby adopted by reference, make the claim alleged in Paragraph "2" above. That the Plaintiffs are credibly informed and believe, and upon such information and belief, it is believed that the Plaintiffs are current with the payment of all ad valorem taxes.

8. That the Plaintiffs are credibly informed and believe, and upon such information and belief, allege that the CITY OF TRUTH OR CONSEQUENCES, a Municipality, Party Defendant designated in GROUP V of the title of this case, which is hereby adopted by reference, owned an interest in the subject property. Based upon information and knowledge, it is believed that the City disposed of its interest by virtue of a Quitclaim Deed dated October 27, 1981 and recorded in the office of the Sierra County Clerk on November 12, 1981, in Book 46 Page 562.

9. That the Plaintiffs are credibly informed and believe, and upon such information and belief allege that there are other persons or entities unknown to the Plaintiffs who make the claim alleged in Paragraph "2" above; that the Plaintiffs have made due search and inquiry to ascertain the names, residences, or whereabouts of such persons, but such information is unknown and cannot be ascertained; and that they have been made party Defendants herein in GROUP VI by the name and style of: UNKNOWN CLAIMANTS OF INTEREST IN THE PREMISES ADVERSE TO THE PLAINTIFFS, and that constructive service of process only can be obtained upon them.

WHEREFORE, the Plaintiffs pray for the establishment of Plaintiffs' estate in Fee Simple in and to the said real property against the adverse claims of the Defendants, and each of them, and everyone claiming by, through, or under them, be barred and forever estopped from having or claiming any lien upon, or any right, title, or interest in and to the said real estate adverse to the estate of the Plaintiffs and that the title of the Plaintiffs thereto in Fee Simple be forever quieted and

set at rest, and for such other and further relief as to the Court may appear meet and proper.

JAIME F. RUBIN, Esq.
Attorney for Plaintiffs
Jaime F. Rubin, LLC
P.O. Drawer 151
Truth or Consequences, NM 87901
575.894.3031 Fax: 575.894.3282

MICHAEL E. SISSON, Plaintiff

KAREN A. SISSON, Plaintiff

COLLEEN M. BREES, Plaintiff

**VERIFICATION**

STATE OF NEW MEXICO ]
ss.
COUNTY OF SIERRA ]

MICHAEL E. SISSON of lawful age being first duly sworn, upon their oath, states as follows:

That they are the Plaintiff and as such are authorized to verify the foregoing Complaint. That they have read the foregoing Complaint and know that the contents thereof are true and correct, except such statements as are made upon information and belief and as to those they verily believe them to be true and correct.

MICHAEL E. SISSON

SUBSCRIBED AND SWORN TO before me this 14th day of January 2026.

TIFFINY ASBELL
STATE OF NEW MEXICO
NOTARY PUBLIC
COMMISSION # 1087917
EXPIRES OCTOBER 3, 2028

Notary Public

## VERIFICATION

STATE OF NEW MEXICO ]
:ss.
COUNTY OF SIERRA ]

KAREN A. SISSON, of lawful age being first duly sworn, upon their oath, states as follows:

That they are the Plaintiff and as such are authorized to verify the foregoing Complaint. That they have read the foregoing Complaint and know that the contents thereof are true and correct, except such statements as are made upon information and belief and as to those they verily believe them to be true and correct.

KAREN A. SISSON

SUBSCRIBED AND SWORN TO before me this 14th day of January 2026.

TIFFINY ASBELL
STATE OF NEW MEXICO
NOTARY PUBLIC
COMMISSION # 1097917
EXPIRES OCTOBER 3, 2028

Notary Public

## VERIFICATION

STATE OF AZ ]
:ss.
COUNTY OF PIMA ]

COLLEEN M. BREES, of lawful age being first duly sworn, upon their oath, states as follows:

That they are the Plaintiff and as such are authorized to verify the foregoing Complaint. That they have read the foregoing Complaint and know that the contents thereof are true and correct, except such statements as are made upon information and belief and as to those they verily believe them to be true and correct.

COLLEEN M. BREES

SUBSCRIBED AND SWORN TO before me this 14th day of January 2026.

MICHELLE MORSON
NOTARY PUBLIC - STATE OF ARIZONA
COMMISSION # 657087
PIMA COUNTY
My Comm. Expires October 30, 2027

Notary Public

**Sierra County Title Company**
**PO Box 767 / 411 E 3rd Ave, Suite 5**
**Truth or Consequences, NM 87901**
**sierratitle@windstream.net**

**Search and Report No.: 074674**

Jamie Rubin, Attorney

RE: Michael Evans and Karen Arlene Sisson

Contact: Mr. Rubin;

**This search letter/report (the "Report") is not a guarantee or warranty of title; and the accuracy of this Report is not guaranteed. Sierra County Title Company, (the "Company") will not be liable for any defects, liens, encumbrances or other matters affecting title to the property described herein, or any errors or omissions relating to this Report. Liability for defects, liens, encumbrances or other matters affecting title to the property can be assumed by one of the Company's underwriters if title insurance is requested and issued.**

In compliance with your request, we have updated a search of the records as reflected by the indices in the Office of the County Clerk, District Court Clerk, and County Treasurer, Sierra County, New Mexico **from May 28, 1968, at 01:10pm, to and including December 23, 2025, at 12:03pm,** as to the following described property:

**Lot Ten (10), Block Seventeen (17) of the Original Townsite of Hot Springs (now Truth or Consequences), New Mexico, according to the supplemental plat thereof accepted June 14, 1927, filed in the Office of the County Clerk of Sierra County, New Mexico.**

And find that the following documents have been place of record during the period of our search:

1) **Quitclaim Deed:** dated December 22, 2025, from Betty L. Sisson, a single woman, to Michael Evans Sisson and Karen Arlene Sisson, husband and wife, filed for record on December 23, 2025, in Book 146 at Page(s) 4013, in the Office of the Sierra County Clerk, New Mexico. (Lot 10)

2) **Warranty Deed:** dated February 8, 2006, from Betty Sisson, sole Trustee of the Sisson Living Trust, to Betty L. Sisson, unmarried woman, filed for record on February 13, 2006, in Book 105 at Page(s) 2290-2291, in the Office of the Sierra County Clerk, New Mexico. (Lots 8-10)

3) **Notice of Death for Iva Lena Pearson Cook:** Date of Death March 20, 2004.

4) **Quitclaim Deed:** dated July 10, 1996, from George E. Sisson and Betty L. Sisson to George E. Sisson and Betty L. Sisson, Trustees or their successors in trust, under the Sisson Living Trust, dated July 10, 1996, filed for record on July 22, 1996, in Warranty Deed Book 67 at Page(s) 270, in the Office of the Sierra County Clerk, New Mexico. (Lots 8-10)

5) **Plat of Survey:** prepared by Loftus & Co. Land Surveyors, filed for record on June 30, 1995, in Survey Plat Book 1 at Page(s) 796, in the Office of the Sierra County Clerk, New Mexico. (Lots 8-10)

6) **Warranty Deed:** dated March 30, 1995, from Edna Pearson, a single woman and Calvin Pearson, a married man dealing in his sole and separate property, to George E. Sisson, a married man and Betty L. Sisson, his wife, filed for record on April 6, 1995, in Warranty Deed Book 65 at Page(s) 51, in the Office of the Sierra County Clerk, New Mexico. (Lots 8-10)

7) **Quitclaim Deed:** dated May 9, 1989, from **Iva Cook,** a single woman, to Calvin Pearson, a married man dealing in his sole and separate property, filed for record on May 9, 1989, in Warranty Deed Book 56 at Page(s) 272, in the Office of the Sierra County Clerk, New Mexico. (Lot 8 & 9 Only) **( Missing Lot 10)**

8) **Quitclaim Deed:** dated June 6th, 1987, from Alvin Pearson, a married man dealing in his sole and separate property and joined pro-forma by his wife, Agnes Pearson, to Calvin Pearson, a married man as his sole and separate property, filed for record on June 19, 1987, in Warranty Deed Book 53 at Page(s) 568, in the Office of the Sierra County Clerk, New Mexico. (Lots 8-10)

9) **Quitclaim Deed:** dated January 8, 1985, from Jessie Pearson, a single man and Rubert Pearson, a single man, to Edna Pearson as her sole and separate property, **Iva Cook,** as her sole and separate property, Alvin Pearson, as his sole and separate property, and Calvin Pearson, as his sole and separate property, filed for record on February 11, 1985, in Warranty Deed Book 50 at Page(s) 394, in the Office of the Sierra County Clerk, New Mexico. (Lots 8-10)

10) **Quitclaim Deed:** dated February 7th, 1985, from Jessie Pearson, a single man and Rubert Pearson, a single man, to Edna Pearson, as her sole and separate property, **Iva Cook,** as her sole and separate property, Alvin Pearson, as his sole and separate property and Calvin Pearson, as his sole and separate property , filed for record on February 1, 1985, in Warranty Deed Book 50 at Page(s) 363, in the Office of the Sierra County Clerk, New Mexico. (Lots 8-10)

11) **Probate:** Case No. PB-85-003, In the Matter of the Estate of Willie E. Pearson, Dated January 10, 1985.

12) **Clerk Certificate stating that a certified copy of a Death Certificate:** for Willie Elizabeth Pearson was filed for record on October 22, 1984, in Miscellaneous Book 20 at Pages 874, in the Office of the Sierra County Clerk, New Mexico.

13) **Quitclaim Deed:** dated October 27, 1981, from the City of Truth or Consequences, a municipal corporation, to C. J. Pearson, Alvin W. Pearson, Edna Pearson and **Iva Cook,** filed for record on November 12, 1981, in Book 46 at Page(s) 562, in the Office of the Sierra County Clerk, New Mexico. (Lot 10)

14) **Deed:** dated February 11, 1974, from Property Appraisal Department of New Mexico to City of Truth or Consequences, filed for record on March 6, 1974, in Warranty Deed Book 37 at Page(s) 195, in the Office of the Sierra County Clerk, New Mexico. (Lot 10)

15) **Warranty Deed:** dated May 29, 1964, from Cecil Willson and Ada Wilson, husband and wife, to City of Truth or Consequences, filed for record on May 28, 1968, in Book 33 at Page(s) 290, in the Office of the Sierra County Clerk, New Mexico. (Lot 10)

16) **Tax Deed:** dated January 22, 1959, from Sierra County Treasurer to State of New Mexico, filed for record on January 24, 1957, in Tax Deed Book 2 at Page(s) 225, in the Office of the Sierra County Clerk, New Mexico. (Lot 10)

17) **Special Assessment Assignable Certificate:** dated January 12, 1955, from Cecil Wilson to City of Truth or Consequences, filed for record on March 22, 1955, in Miscellaneous Book L at Page(s) 21, in the Office of the Sierra County Clerk, New Mexico. (Lot 10)

18) Probate J.W. Pearson filed for record in Sierra County Probate Court, as Cause NO. 747, on July 9, 1956, Sierra County, New Mexico.

19) **Notice of Death:** for Joseph Wilson Pearson, Date of Death July 5, 1956. Probate Case No. 747, In the Matter of the Estate of J. W. Pearson, Dated July 9, 1956.

(Copies of the document(s) set out above are attached hereto.)

**Taxes:** Land ID #5211 - Base Amount for 2025 $413.71. Total Amount Due: $0.00. for 2025 are paid. Mobile Home ID #14937 – Base Amount for 2025 $360.87. Total Amount Due - $0.00. Taxes for 2025 are paid.

This report is in no way intended to warrant or guarantee the title, nor is it any way an opinion to the title. Further, this report does not warrant or guarantee the sufficiency or insufficiency of any instruments listed. It being the intention herein only to show a list of instruments, if any, that might have been place of record between the dates shown above.

**In consideration of the Company issuing this Report, and as evidenced and agreed to by its acceptance of this Report, the party receiving this Report, and anyone else who might receive or rely upon this report (the "Releasors"), agree that no title commitment or title is being issued, and further agree that neither the Company, nor any of its officers, owners, employees or agents, shall have any liability or responsibility to Releasors or anyone claiming through Releasors, for any error or omission relating to this Report, including, but not limited, to errors or omissions arising during or relating to searching, posting, indexing or reporting.**

This title report is issued with the express understanding, evidenced by the acceptance hereof, that the undersigned while believing the above statements to be true and correct, shall incur no liability by reason of such statements, nor any liability, in excess of the charge hereof, under this report.

**WITNESS WHEREOF,** the undersigned has caused this title report to be signed on the 31st day of December, 2025.

**Sierra County Title Company**

**By:** _____
**Title Examiner**

**prepared by: TT**
**report by: BK**

37/195

195

# DEED

THIS INDENTURE entered into on February 11, 1974 between the Property Appraisal Department of New Mexico, first party, and

City of Truth or Consequences
605 Sims
Truth or Consequences, New Mexico

second party, WITNESSETH:

WHEREAS, first party is the owner of the property hereby conveyed to it by tax deed number 1955-6, 1966-11, 1968-2 from the Sierra County Treasurer and is authorized to sell such property. 6 School District.

NOW, THEREFORE for consideration paid, the receipt and sufficiency of which is hereby acknowledged, first party grants to second party the following described real estate in Sierra County, New Mexico:

Lot ten (10), in Block seventeen (17), Original Townsite

Lots eight (8), to fourteen (14) inclusive in Block three (3) in Original Addition in Truth or Consequences, N.M.

Lots Eleven (11) and Twelve (12) in Block Sixty-eight (68) in the Original Townsite of Hot Springs now Truth or Consequences, New Mexico

(Payment Covered by House Check Nos. 66755, 66756 & 66798)

(Repurchase)

WITNESS the execution hereof the day and year first above written.

PROPERTY APPRAISAL DEPARTMENT OF NEW MEXICO

Attest: Phyllis Lowrey

Darlene M. Lloyd
DIRECTOR

STATE OF NEW MEXICO
County of Sierra ss.

I HEREBY CERTIFY that this instrument was filed for record on the 6th day of March, A.D., 19 74 at 8:30 o'clock A M. and duly recorded in book 37 page 195 of Warranty Deeds records.

Fees: 1.25

Lita A. Sedillo
County Clerk, Sierra County, New Mexico

By Janice Armijo
Deputy

SF 4—SHORT FORM QUITCLAIM DEED (4 Tenants)—Rev. 8/79—New Mexico Statutory Form. The Valliant Co. Albuquerque, N. M.

# QUITCLAIM DEED
## (Joint Tenants)

WARRANTY DEED BOOK 116
PAGE 562

THE CITY OF TRUTH OR CONSEQUENCES,

a municipal corporation, for consideration paid, quitclaim

to C. J. PEARSON,

whose address is P. O. Box 25, Oracle, Arizona 85623, and

ALVIN W. PEARSON, of Claypool, Arizona 85532

and EDNA PEARSON and IVA COOK,

whose address is 37 Oak Street, Claypool, Arizona 85532

as joint tenants the following described real estate in Sierra County, New Mexico:

Lot 10, Block 17 in the Original Townsite of Hot Springs, (now Truth or Consequences), New Mexico, according to the plat(s) thereof on file in the office of the County Clerk of Sierra County, New Mexico.

WITNESS hand and seal this 27th day of October, 19 81.

(Seal) (Seal)

CITY OF TRUTH OR CONSEQUENCES

(Seal) (Seal)

ANDY GARCIA, Mayor

ATTEST: SEAL

City Clerk

## ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this day of , 19 ,

by
(Name or Names of Person or Persons Acknowledging)

My commission expires:
(Seal)

Notary Public

FOR RECORDER'S USE ONLY

STATE OF NEW MEXICO }
County of Sierra } ss

I HEREBY CERTIFY that this instrument was filed for record on the 4th day of November, A.D., 19 81 at 9:30 o'clock A. M. and duly recorded in book 116 page 562 of Warranty Deed records.

Fees $ 3.00

County Clerk, Sierra County, N. Mex.

By Deputy

## ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO }
COUNTY OF SIERRA } ss.

The foregoing instrument was acknowledged before me this 27th day of October, 19 81,

by ANDY GARCIA
(Name of Officer)

Mayor of City of Truth or Consequences
(Title of Officer) (Name of Corporation Acknowledging)

a New Mexico corporation, on behalf of said corporation.
(State of Incorporation)

My commission expires: 11-15-85

Seal

Notary Public

STATE OF NEW MEXICO
COUNTY OF SIERRA
SEVENTH JUDICIAL DISTRICT COURT

No.: D-721-CV-2026-00007
Judge: MERCEDES C. MURPHY

MICHAEL E. SISSON
KAREN A. SISSON
COLLEEN M. BREES

Plaintiffs,

vs.

GROUP I:

LIVING INDIVIDUALS AND ACTIVE CORPORATE ENTITIES INCORPORATED IN NEW MEXICO;

NONE

GROUP II:

LIVING INDIVIDUALS WHO LIVE OUTSIDE OF NEW MEXICO AND ACTIVE ENTITIES INCORPORATED OUTSIDE NEW MEXICO;

BETTY L. SISSON c/o THOMAS HOUSTON, POA AND THE SISSON Living Trust c/o BETTY L. SISSON, as the Sole Trustee, c/o THOMAS HOUSTON, POA

GROUP III:

INDIVIDUALS KNOWN TO BE DECEASED AND CORPORATE ENTITIES KNOWN TO BE DEFUNCT (INCORPORATED IN OR OUT OF NEW MEXICO);

GEORGE E. SISSON
IVA LENA PEARSON COOK
WILLIE E. PEARSON
CECIL WILSON
ADA WILSON
JOSPEH WILSON PEARSON A/K/A/ J.W. PEARSON

**ENTRY OF APPEARANCE**
**ANSWER AND DISCLAIMER**
CITY OF TRUTH OR CONSEQUENCES

**GROUP IV:**

**THE FOLLOWING NAMED PERSONS AND ENTITIES, IF LIVING, OR IF DECEASED, THEIR UNKNOWN HEIRS AND SUCCESSORS:**

**EDNA PEARSON**
**CALVIN PEARSON**
**ALVIN W. PEARSON**
**AGNES PEARSON**
**JESSIE PEARSON**
**RUBERT PEARSON**
**C.J. PEARSON**

**GROUP V:**

**THE FOLLOWING GOVERNMENTAL AGENCIES:**

**TAXATION AND REVENUE DEPARTMENT OF THE STATE OF NEW MEXICO, ex. rel., PROPERTY TAX DIVISION;**
**CITY OF TRUTH OR CONSEQUENCES, a Municipality**

**AND**

**GROUP VI:**

**UNKNOWN CLAIMANTS OF INTEREST IN THE PREMISES ADVERSE TO THE PLAINTIFFS,**

**Defendants.**

**ENTRY OF APPEARANCE, ANSWER AND DISCLAIMER OF THE DEFENDANT, CITY OF TRUTH OR CONSEQUENCES, a Municipality**

**COMES NOW**, the Defendant, **CITY OF TRUTH OR CONSEQUENCES, a Municipality**, by and through their attorney, and hereby a) enters its appearance herein; b) admits the allegations contained in the Complaint; c) disclaims all right, title, interest, and lien adverse to the Plaintiffs in and to the real estate set forth in the Complaint; and d) consents that the prayer of the Complaint may be granted without further notice to the undersigned, on the

condition that no costs be adjudged against the undersigned.

**DATED** this ___ day of _____ 2026 By: _____
*(Signature)*

_____ _____
*(Print or Type Name)* *(Print or Type Title)*

STATE OF NEW MEXICO
COUNTY OF SIERRA
SEVENTH JUDICIAL DISTRICT COURT

No.: D-721-CV-2026-00007
Judge: MERCEDES C. MURPHY

| | |
|---|---|
| MICHAEL A. SISSON<br>KAREN A. SISSON<br>COLLEEN M. BREES<br>Plaintiffs,<br>vs.<br><br>GROUP I:<br><br>LIVING INDIVIDUALS AND ACTIVE CORPORATE ENTITIES INCORPORATED IN NEW MEXICO;<br><br>NONE<br><br>GROUP II:<br><br>LIVING INDIVIDUALS WHO LIVE OUTSIDE OF NEW MEXICO AND ACTIVE ENTITIES INCORPORATED OUTSIDE NEW MEXICO;<br><br>BETTY L. SISSON c/o THOMAS HOUSTON, POA AND THE SISSON Living Trust c/o BETTY L. SISSON as the Sole Trustee, c/o THOMAS HOUSTON, POA<br><br>GROUP III:<br><br>INDIVIDUALS KNOWN TO BE DECEASED AND CORPORATE ENTITIES KNOWN TO BE DEFUNCT (INCORPORATED IN OR OUT OF NEW MEXICO);<br><br>GEORGE E. SISSON<br>IVA LENA PEARSON COOK<br>WILLIE E. PEARSON<br>CECIL WILSON<br>ADA WILSON<br>JOSPEH WILSON PEARSON A/K/A J.W. PEARSON | **ENTRY OF APPEARANCE ANSWER AND DISCLAIMER CITY OF TRUTH OR CONSEQUENCES** |

**GROUP IV:**

**THE FOLLOWING NAMED PERSONS AND ENTITIES, IF LIVING, OR IF DECEASED, THEIR UNKNOWN HEIRS AND SUCCESSORS:**

**EDNA PEARSON**
**CALVIN PEARSON**
**ALVIN W. PEARSON**
**AGNES PEARSON**
**JESSIE PEARSON**
**RUBERT PEARSON**
**C.J. PEARSON**

**GROUP V:**

**THE FOLLOWING GOVERNMENTAL AGENCIES:**

**TAXATION AND REVENUE DEPARTMENT OF THE STATE OF NEW MEXICO, ex. rel., PROPERTY TAX DIVISION;**
**CITY OF TRUTH OR CONSEQUENCES, a Municipality**

**AND**

**GROUP VI:**

**UNKNOWN CLAIMANTS OF INTEREST IN THE PREMISES ADVERSE TO THE PLAINTIFFS,**

**Defendants.**

**ENTRY OF APPEARANCE AND DISCLAIMER OF INTEREST OF THE DEFENDANT, CITY OF TRUTH OR CONSEQUENCES, a Municipality**

**COMES NOW**, the Defendant, **CITY OF TRUTH OR CONSEQUENCES, a New Mexico Municipality**, by and through its undersigned counsel, and hereby a) enters its appearance herein; b) admits the allegations contained in the Complaint; c) disclaims all right, title, interest,

and lien adverse to the Plaintiffs in and to the real estate set forth in the Complaint; and d) consents that the prayer of the Complaint may be granted without further notice to the City of Truth or Consequences or the undersigned counsel, on the condition that no costs be adjudged against the City of Truth or Consequences or the undersigned counsel.

Respectfully submitted,

COPPLER LAW FIRM, P.C.
645 Don Gaspar Avenue
Santa Fe, New Mexico 87505
505-988-5656
Fax: 505-988-5704

*/s/ John L. Appel*
John L. Appel
Gerald A. Coppler
Joshua D. Howard
jappel@coppler.com
gcoppler@coppler.com
jhoward@coppler.com

*Attorneys for the City of Truth or Consequences*

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE**: February 11, 2026

*Agenda Item #:* G.8

**SUBJECT:** Approval of the Records Inventory List for destruction
**DEPARTMENT:** City Clerk's Office
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer
**WHO WILL PRESENT THE ITEM: City Clerk Torres**

***Summary/Background:***

Our Human Resources department has 12 boxes of records that are ready for destruction, and the Wastewater Department has 4 boxes. Included in the packet is a list of records that can be destroyed as per the state records retention schedule 18.03-001. If approved by the governing body, all requirements will be followed to schedule a date for destruction of said records.

***Recommendation:***

Approve the Records inventory Lists for destruction.

***Attachments:***

- Records inventory List – Human Resources
- Records inventory List – Wastewater

-

***Fiscal Impact (Finance):*** **TBD**

Click here to enter text.

***Legal Review (City Attorney):*** Choose an item.

.

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☒ City Manager

**CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 2-11-26

**CITY OF TRUTH OR CONSEQUENCES**
**RECORDS FOR DESTRUCTION**

| Department | Description of Record | Year of Record | Item # Authorizing Destruction | Archive Box Number | Date Destroyed |
|---|---|---|---|---|---|
| HR | Hiring & Recruitment | 1988-1989 | 18.04.017 | 2026-01-HR | |
| HR | Hiring & Recruitment | 2000 | 18.04.017 | 2026-02-HR | |
| HR | Hiring & Recruitment | 2012 | 18.04.017 | 2026-03-HR | |
| HR | Hiring & Recruitment | 1995 | 18.04.017 | 2026-04-HR | |
| HR | Hiring & Recruitment | 2011-2012 | 18.04.017 | 2026-05-HR | |
| HR | Hiring & Recruitment | 1998 | 18.04.017 | 2026-06-HR | |
| HR | Hiring & Recruitment | 1997 | 18.04.017 | 2026-07-HR | |
| HR | Hiring & Recruitment | 1996 | 18.04.017 | 2026-08-HR | |
| HR | Hiring & Recruitment | 2001 | 18.04.018 | 2026-09-HR | |
| HR | Hiring & Recruitment | 1999 | 18.04.019 | 2026-10-HR | |
| HR | Hiring & Recruitment | 2021 | 18.04.020 | 2026-11-HR | |
| HR | Hiring & Recruitment | 2022 | 18.04.021 | 2026-12-HR | |

**CITY OF TRUTH OR CONSEQUENCES**
**RECORDS FOR DESTRUCTION**

| Department | Description of Record | Year of Record | Item # Authorizing Destruction | Archive Box Number | Date Destroyed |
|---|---|---|---|---|---|
| WASTEWATER | TEST RESULTS | 2011 | 40.1.D.141.33 | 2026-01-WW | |
| WASTEWATER | TEST RESULTS | 2012 | 40.1.D.141.33 | 2026-02-WW | |
| WASTEWATER | TEST RESULTS | 2013 | 40.1.D.141.33 | 2026-03-WW | |
| WASTEWATER | TEST RESULTS | 2014 | 40.1.D.141.33 | 2026-04-WW | |

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE**: February 11, 2026

*Agenda Item #:* G.9

**SUBJECT:** Review, Approve and/or Allocate Funds to the Geronimo Springs Museum/Sierra County Historical Society for the Historical Mural at Geronimo Springs Museum

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** February 6, 2026

**SUBMITTED BY:** City Clerk Torres

**WHO WILL PRESENT THE ITEM: City Clerk Torres**

***Summary/Background:***

Commission approval of the Geronimo Springs Museum/Sierra County Historical Society application for the Historical Mural at Geronimo Springs Museum.

***Recommendation:***

***The applicant requested $15,000.00 and the LTAB recommended the full award of $15,000.***

***Attachments:***

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

-

***Fiscal Impact (Finance):*** **Yes**

$15,000.00

***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 2-11-26

# 2025-2026 LODGERS' TAX GRANT APPLICATION

## PART I: PROJECT INFORMATION

Complete one application for each project or event.

| | |
|---|---|
| Organization Name | **Sierra County Historical Society - Geronimo Springs Museum** |
| Project/Event Name | Historical Mural on external wall of Geronimo Springs Museum |
| Event Date(s) and Location (if applicable) | |
| Event Organizer & Title within Organization (if applicable) | Michael O Eatough Board of Directors Sierra County Historical Society |
| Phone Number of Organizer | (727) 748-2693 |
| Email of Organizer | Moeatough@gmail.com |
| Organization Address | 211 Main St, T or C, NM 87901 |
| Organization's Contact Person (If different than event organizer) | Sandy Whitehead<br>(575) 740-1285 |
| Contact Phone and Email for Organization's Contact Person | Geronimospringsmuseum1972@outlook.com |

## PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

| | |
|---|---|
| **Amount Requested:**<br>**(Must match application page 4)** | **$15000** |
| Anticipated Attendance (not including volunteers/staff): | |

## PART 3: CRITERIA

Was this project/event funded in 2023-2024? Circle one: Yes/No **No**

How many times has your event occurred? List previous events years. If new, indicate "new":

**New**

1.Define/Describetheoveramproject/event(whathappeningattheevent?)

**Create a mural on the external wall of Geronimo Springs Museum depicting the History of Truth or Consequence and the surrounding area in order to promote museum visitation. The mural will be a 14x52 ft mural blended into the existing surface. Advantages of having a mural at the museum include: 1. Make the museum a destination instead of an afterthought for visitors to T or C. The desired effect is with images on webpages and visitors taking selfies with the murals it will generate more interest in. 2. Geronimo Springs museum is partnered with the Sierra County Arts Council to promote the Murals of Sierra County by having a Mural archive in the museum which will include a video of this mural being made. There are over 90 murals in T or C alone. This project is to also make T or C a destination for viewing murals as well as the hot springs and art galleries, enticing visitors to spend more days in T or C. 3. T or C already has a mural welcoming visitors to the Hot Springs District on the west side of town at Bullocks Grocery store. This would put a mural on the east side of Tor C welcoming victors coming in on Date St.**

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

**Tourists, potential tourists and residents**

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

**This Mural will be prominently displayed on the Geronimo Springs Museum Web Page and Social media platforms**

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

**There will be no printed materials**

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

**We will monitor the Museum attendance using our logbook that shows where visitors are from and if they stayed the night locally. We will also monitor the increase in attendance over previous years**

6. How many Facebook followers do you have for this event page or organization page (for a project)? ____**1.8K** Instagram followers? __**0**

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? __**No sold advertising This will be in our brochure which is distributed at museums around the state**

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

## PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board

reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

| Advertising/Promotion Company/Provider | Type of Ad/Promotion | Cost |
|---|---|---|
| Chris Krieg- Altitude Murals | Mural | $15000 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL AMOUNT REQUESTED: Must match page 1. | | $15000 |

## PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

☐ IRS and Secretary of State proof of Good Standing

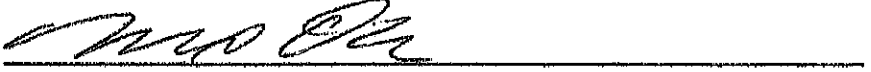
☐ Previously submitted

## PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after

the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: _Michael Eatough BOD Sierra County Historical Society

Signature: 

Date: ___01/20/2026_

# Sierra County Historical Society

EIN: 85-0220497 | T Or C, New Mexico, United States

## Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

**On Publication 78 Data List:** Yes

**Deductibility Code:** PC

## Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2022 Form 990
- Tax Year 2021 Form 990
- Tax Year 2020 Form 990
- Tax Year 2019 Form 990
- Tax Year 2019 Form 990
- Tax Year 2018 Form 990
- Tax Year 2017 Form 990

Login

Search

# Business Search

*As of 1/21/2026 we have processed all business filings received in our office through 1/20/2026.*

***To file an amendment on a Business Record, search for the business, and choose File Amendment from the slide out drawer.***

*You must be logged in to file amendments. Please click on the Log In button in the top right and log in. If you do not have an account, please create one. The credentials from the previous system did not transfer to this system.*

**Business Search Info:**

sierra county historical society

Advanced

Results: 1

| Name | Business ID | Entity Type | Entity Sub-Type | Formed In | Status |
|---|---|---|---|---|---|
| SIERRA COUNTY HISTORICAL SOCIETY > | 689869 | Domestic Nonprofit Corporation | Domestic Nonprofit | New Mexico | Active |

# MURAL PROPOSAL

**Geronimo Springs Museum**
211 Main Avenue
Truth or Consequences, NM 87901
575-894-6600

**Chris Krieg**
607 N. Foch Street
Truth or Consequences, NM 87901
303-588-4808
krieg73@yahoo.com

January 22,, 2026

**One (1) hand painted 14'x52at Geronimo Springs Museum @ $15,000.00.**

Cost includes liability insurance, wall prep, patterns, paint, painting supplies, scaffolding, and all labor.

Payment for this project will be due upon completion.

Thank you for the opportunity to submit this proposal!


GERONIMO
SPRINGS
MUSEUM

# ADVERTISING & PROMOTION CONTRACT

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and **Geronimo Springs Museum/ Sierra County Historical Society Mural** herein referred to as "Contractor".

**WHEREAS** the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor's promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **$15,000.00** to the Contractor for a period commencing on February 11, 2026, and continuing through June 30, 2026.

2. **The Contractor shall:**
   a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
   b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor's application for Lodgers Tax Funds. The Scope of Work is set forth within the application.

3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.

4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
   a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
   b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
   c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

d. All invoices must be turned into the City Clerk's Office no later than the last business day of May 2026.
e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
f. Reports are due sixty (60) days after completion of event/project.

5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.

6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.

7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.

8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.

9. **Personnel**:
   a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
   b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.

10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. **Reports and Information**: The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. **Copyright**: No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. **Compliance with Local Laws**: The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

15. **Equal Employment Opportunity**: During the performance of this Agreement, the Contractor agrees as follows:
    a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
    b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
    c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. **Civil Rights Act of 1964**: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. **Access to Records**:
    a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks**: It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

**CITY OF TRUTH OR CONSEQUENCES**

| | |
|---|---|
| Gary Whitehead, City Manager | Date |
| Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency | Date |
| Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency | Date |

**CONTRACTOR**

| | |
|---|---|
| Authorized Representative (Signature & Printed Name) | Date |

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please (initial) each requirement:

____ The Contractor in addition to receiving the funds will create a Facebook and Instagram page and post once a week as well as a Hashtag that will be displayed on the mural

____ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.

____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2026

CONTRACTOR:

BY: _____ _____

**Printed Name** of Authorized Representative

**Signature** of Authorized Representative

# FY26 Lodgers' Tax Award

# Approved Scope of Work

Lodgers' Tax Meeting Date: January 26, 2026

**Applicant:** Geronimo Springs Museum/Sierra County Historical Society

**Project(s) Applied For:**

1) Historical Mural at Geronimo Springs Museum

**Amount Requested**: $15,000 Amount Approved: $15,000

Approved x Postponed _____ Denied _____

**Reason for Postponement/Denial/Different Award Amount:**

_____

_____

| **Scope of Work** | **Award Amount Approved** |
|---|---|
| 1) Chris Krieg/Altitude Murals | $15,000 |

**e. Discussion/Action: Sierra County Historical Society-Geronimo Springs Museum Application-Mural**

Michael Eatough: I am on the board of directors for the Sierra County Historical Society. We run the Geronimo Springs Museum. I have been on the board for a few years now and one of the things that I keep thinking about is how can we make the museum that one more place for people to see in T or C. We have a spectacular museum. People come in and say how come nobody knows about us. The idea is first to give them a reason to come. Not just because we have great stuff on the inside but how can we do something spectacular that gets people's attention. That people will put on their social media and we can put on our social media. Not just for one event but the entire year. We are air conditioned in the summer, things like that. My feeling is that if we put a really nice mural on the big outside wall that we got. We have a 14x53 foot blank canvas on the side of the museum. Can we put a mural up there that shows history of T or C, Sierra County from dinosaurs to Space Port that kind of thing and get a really nice idea. We do need to get the buy in from some of the Indian tribes because we will have an image of Geronimo on there and they really are particular about it. The goal here is to put a mural on the side of the museum that will attract people to the museum and to T or C. This will be a fairly large mural and fairly spectacular. The second part of that is that the museum is partnered with the arts council for the mural project in this town. People don't realize that there has been over 90 murals put up in T or C over the years. We want people to come in not just for the museum but to stay and do the mural tour as well. Inside of the museum we are going to have a video of murals being made and all the murals that are past and present. But mostly I would like to get people to come in see the advertising. Get people to want to come to T or C so that they will visit the museum because it is one of the best small town museums in the country and we have been told that by numerous visitors. So, how can we build up our visitors up to T or C and visitors up to the museum itself. I am looking at this as just a start. We get a spectacular mural, then work on our social media and better advertising with that mural as the headline for the museum and T or C.

Chairman Foerstner: I am very pro mural and 15x53 is very spectacular. Im all for the project I think it would be beautiful. It would be huge eye catching. What we need to get for me is the heads in beds aspect of it and making that jump. We have funded murals before. I just want to open the floor up to that part.

Member DeMarino: The only reason we funded murals before is because we had a lot more money. At one point we had hundreds of thousands of dollars to give out but the city has restructured the way the money goes and so we have a fraction of that. When we did fund the murals most of them where out of a lot bigger of a pot. I just want to put that out there. Have you approached the Publics Art Board about this?

Michael Eatough: I have not.

Member DeMArino: Ok. When you talk about partnering with the Arts Council for this project or the murals can you tell me more about that.

Michael Eatough: A while back John the president of the Arts Council came to one of our meetings and suggested that murals are part of the history of T or C past present and future. Also, where could we put an archive of all the murals that have ever been in T or C and information about the artist. Information of how the mural was made. The purpose of the mural. What materials were used. Also, we have video of the mural being put at Riverbend that is available. Plus we would video this one start to finish and have that part of a loop that plays in the museum. That will generate people to say maybe we should

stay a couple more says and look at all the murals as well as the museum and that is the goal. Try and make it multi-functional.

Chairman Foerstner: The $15,000 is also paying for that exhibit its not just the mural?

Michael Eatough: No. The exhibit is being paid for separately. The $15,000 is to pay the artist for the design and material.

Chairman Foerstner: The Public Art Board is 1% of all GRT? Who is the contact for the Public Art Board?

Deputy Clerk Martinez: Yes and the Chairman is Sid Bryant.

Chairman Foerstner: Ok so Sid Public Art.

Michael Eatough: So that different than the Arts Council?

Deputy Clerk Martinez: Yes.

Chairman Foerstner: They tax money and I'm just wondering what projects lately that they have done. I wonder what their budget is what they have built up.

Deputy Clerk Martinez: They are working on the fountain.

Chairman Foerstner: Did we award money to the fountain?

Vice-Chairman Kelley: We did but they never used it.

Chairman Foerstner: I just don't know what their budget is and what they have I would like that to be explored. I love murals and I think that would be a huge spectacular one. I just would like to look at all the avenues especially if they have the budget to do that. You don't have to justify heads on beds with them its public art. With us we are focused on increasing over night stay so we have to tie that in.

Michael Eatough: The point I was making is this is not just one event for overnight stays. We are hoping that we will get people to come all year.

Chairman Foerstner: Is there an opportunity to do half the wall at half the budget and see what the response is. See what the towns response is. See what the mural looks like and then do it in a 2 part step where later on we will also know where we are at with other applications in our budget.

Michael Eatough: I think making it a 2 part project might be a little difficult because its going to be encompass. The whole mural one timeline.

Chairman Foerstner: The timeline of the history of T or C but just a little easier to swallow and little easier to fund I think when its broken up.

Member DeMarino: Im just curious about what about fundraising and reaching out to the public and seeing if they would pitch in for this. This way it doesn't come all down to Lodger's Tax money.

Chairman Foerstner: I think what would people want to do is know the design a head of time and then there is a lot of cooks in the kitchen.

Member DeMarino: All of us would like to know that.

Michael Eatough: That's a committee project. Its rather expensive for the design.

Vice-Chairman Kelley: All we see is a blank wall with no mock up.

Michael Eatough: Not yet.

Vice-Chairman Kelley: Nothing

Michael Eatough: Right, its just the wall

Chairman Foerstner: Its not the whole 53 right?

Michael Eatough: No I couldn't get it all in.

Chairman Foerstner: Does it include the doors or just above the arches?

Michael Eatough: Just above the arches. There is a plaque on there foe Ralph Edwards it will incorporate that as well. Up to that first door. From the edge all the way to that first door.

Chairman Foerstner: Ok but not he doors them selves.

Michael Eatough: Correct.

Member Sena: I am fine with the blank wall. I trust the artist. I am different from everyone up here. I am very involved in social media, marketing and staying on top of that. There are a few business in town that are. I know you mentioned that you want people to post this on social media. You guys have not posted since 2022 so I would recommend posting more.

Michael Eatough: Looking forward we are looking at rebuilding our Facebook page. That is very key Mary Jo and Chris Adams are going to work on that and bring a proposal here to update that.

Member Sena: I know most people when they go to a town the first thing they do is pull out their phone see what there is to do. Where they are going, all kinds of stuff to kind of see. I would recommend keeping that refreshed and up to date because I know people are going to look. For me if is saw something was not posted since 2022 I would be like are they even still open. If you are planning on going there I think that is super important. Another thing I would recommend if you are going to do a mural and you are wanting that social media presence of you want people to post on social media so people come here create a hashtag. If people click on that hashtag, I'm not sure if you are familiar with how they work. If they click on it them it shows your museum stuff but again you have to have present post on there so that they get excited about something current.

Michael Eatough: I put this in front of the cause I wanted something to put on the social.

Member Sena: You guys have a lot of followers.

Michael Eatough: That's not a lot I would think we'd have 50,000 followers or 100,000.

Vice-Chairman Kelley: You have the Facebook page and when Marylin went no one had passwords for anything.

Michael Eatough: And that is part of our problem. We are trying to find the passwords for our Facebook and we are working on the web page. My big thing is the Facebook page and no Instagram page and I think we need both.

Member Sena: Or even start a new one.

Vice-Chairman Kelley: Well that is what you are going to have to do.

Member Sena: I wouldn't wait. If they don't find it I would just start it and get it going even starting at zero followers. I have had to start over with my business social media pages. Its not ideal but you build yourself up really fast.

Chairman Foerstner: I know you don't have a design yet but is the plan to have subject matter on beige wall or is the plan to white out and have full paint coverage mural on all of it because that matters.

Michael Eatough: It wont be blanked out it will sort of blend in with the wall. Instead of making a big block and painting on it. It will blend in with the whole wall.

Chairman Foerstner: So you are leaving beige and doing subject matter over it. With out a design do we know how much mural are we getting because it could be a little thing here and there and a ton of beige.

Michael Eatough: It would cover the entire wall.

Chairman Foerstner: Ok. Im guessing the mock up or design cant be done unless this is funded or is the artis able to give a rough mock up in order to fund it.

Chris Krieg Artist: I have been doing this for quite a while. This is a unique situation. It would be a time line is the way I see it. Probably start with pre historic. They have some wonderful artifacts in this museum I was just blown away. All the way up to present with the spaceport. If we wanted to do it modularly with what you are talking about because it cant be funded all at once maybe we can do it in panels that is an option we could talk about. I throw out a number of $15,000 I would normally charge $35,000 to $50,000 for a mural project like this in a big city. But since I live here and I love it you know its an opportunity for me to give back. We could do it modularly. You guys need something upfront that we could probably present to you. The issue with that is that it is designed by committee. We have a lot of people we have to deal with at the museum itself. We probably have to get all these things together and then we can kind of push it along and give a pretty close facsimile but it certainly wouldn't be perfectly accurate of what it would end up looking like.

Chairman Foerstner: When you say separate panels how many panels is that.

Chris Krieg Artist: How many do you want? What can we break it down to.

Chairman Foerstner: I thought you meant there was already segments that made sense to start.

Chris Krieg Artist: No, I mean we can turn this into a happening. We could fund part of it and paint part of it. Also when you do these murals they are the gift that keep on giving that's the beauty of it. As Victoria knows social media can cover this. I do murals in New York City and what they are selling is views on peoples phones. People come by and take a picture of you while your painting. That's where it grows. We don't get enough people really just looking at it but people will take a picture. We will make sure it has the logo or some representation of Geronimo Springs Museum and people will say well where is that, what is that, why is that there, why have I never heard of that. If we could maybe do it in sections. We could keep that whole time line going with people kind of posting it. That is an option.

Vice-Chairman Kelley: That's not a bad idea.

Chris Krieg Artist: It's a lovely wall. There is some artifacts out front but you can drive right by it and not really know what is going on in there.

Chairman Foerstner: How long are you here until if we split this up in half? Our next meeting is not till the end of March.

Chris Krieg Artist: I am here until the end of April and then I come back. If we do this project I will come back and do it with my son.

Chairman Foerstner: So we wouldn't have to finish by the end of April if we funded it in 2 parts.

Chris Krieg Artist: No.

Member DeMarino: I feel like there is a couple things that need to happen before we really talk about funding it and one of those is to get the social media up and going. Have them talk to the Public Arts Board and see what kind of funding they could get from them and maybe some fundraising from the community so this isn't all coming from one pot.

Chairman Foerstner: Arts council is another option for funding correct.

Member DeMarino: Yes and they many have some money for it as well.

Chris Krieg Artist: It sounds like they are ramping up again at the museum with their marketing so it could be a really good way to kind of give it a whole new fresh look and make things exciting over there again. They have a new director, they have some really good things going.

Member DeMarino: Who is the new director?

Michael Eatough: Sandy Whitehead.

Chris Krieg Artist: Another thing when you are coming down Date Street and you are rounding that corner they have new pavement its starting to look really nice. The police station is going to be on the left, Geronimo Springs on the right. This is a good opportunity to create some excitement. If we could get them to spend the night maybe go to the museum, soak and then like Victoria says " what else can we do"? This could be one more opportunity. The mural tour. The murals inside there it's a wonderful tie in. Its starting to become known as a mural town which is kind of fun. I have been to many mural towns. I got mural fest and paint and they have turned towns around that have been desperate. They lost all their commerce, they lost their industry and people come and they stop for the murals. It's a good thing. Its one more amenity and we already have a big start here.

Chairman Foerstner: I am very pro mural.

Member DeMarino: As far as social media goes. Gina, Jake and Victoria are all really good at social media I'm sure they would all be happy to consult with you guys.

Michael Eatough: That would be lovely. I have had a few discussions with Mary Jo and Chris Adams about out social media presents. I was actually surprised that out Facebook page wasn't update and we really need an Instagram and an X page.

Member DeMarino: You don't need X. You will need things with visual because museums are visual.

Michael Eatough: The Instagram and Facebook is really nice.

Member DeMarino: Tic-Tok

Michael Eatough: I've always avoided Tic-Tok. Our plan is to come back at either the next meeting or the meeting after to ask for help with the Facebook page. We are also interested in putting a billboard on the way out of town.

Vice-Chairmand Kelley: Im surprised you didn't ask for that.

Michael Eatough: Chris and Mary Jo where going to do and they had something important come up so it delayed it a little bit.

Vice-Chairman Kelley: I would like to see the project get started.

Member Sena: What if we fund half of it and they be proactive on trying to find the other funding and not 100% depending on coming back to us.

Michael Eatough: We can try that. Right now the museum isn't flush with cash so most of our funding projects keep us alive.

Chairmand Foerstner: But then you could come back to us with something to look at and the full design. We would have the full mock up and half of it done.

Member Sena: Listing to the suggestions like Linda had of going to those other places and asking if they could do some funding also so you are not 100% relying on us.

Michael Eatough: I have marked that down. We are looking at Public Arts Board, Arts Council and fundraising.

Chairman Foerstner: Who is our arts council chair?

Vice-Chairman Kelley: That is John.

Michael Eatough: John is but he is leaving at the end of March and they will have a new president at that time.

Vice-Chairman Kelley: Christine Auten is the vice-chairman.

Michael Eatough: The only problem is I don't go to the art council meetings because its on the same day as the museum board.

Chris Krieg Artist: If you could fund part of it maybe we can get this project pushed along with. Its going to take a couple months for the design part only because its going to be designed by committee and there are a lot of people that need to get their eyes on it. You guys should get you eyes on it also at some point so it can go in the correct direction because your marketers you know this stuff. I can have a pretty good feel for it but.

Chairman Foerstner: Its definitely easier to vote for when we know and especially have an input on it also.

Member DeMarino: How many months are you thinking?

Michael Eatough: To show you a design?

Chris Krieg Artist: Maybe 60 days.

Vice-Chairman Kelley: That's when they would come back in March.

Chairman Foersnter: You need funding to do the design correct?

Chris Krieg Artist: It puts some gas in the tank. I don't want to do this and then have you guys say you changed your mind.

Member Sena: I do trust his designs.

Chris Krieg Artist: We can do a nice job and we can make changes. This is in flux I know. The hardest part is the design part for me. The painting is the easy part. Like what we went through when we did the welcome to Hot Springs District it was back and forth we finally came up with something that worked really nice.

Chairman Foerstner: Yes you really had to make the building owner happy on that one. With this one its just your board correct.

Michael Eatough: Correct and because we will have an image of Geronimo on there it has to be approved by the tribe. I think we have some images that they will approve. The other one is that Chris seems to think that maybe we can get a Pueblo by in I'm not sure that is necessary. But Chris Adams will be the one getting the approval from the tribe.

Chairman Foerstner: Do you need permission to have Mimbres pottery on there I'm just curios?

Michael Eatough: No Mimbres pottery is part of our logo. We will have images of Mimbres pottery on there and the arrowheads.

Chairman Foerstner: Is there any issue with Ralph Edwards image? Do you have to get permission for that?

Michael Eatough: We already have plenty of Ralph Edwars information that can be put on there.

Chairman Foerstner: I feel like Geronimo is the big hurdle.

Michael Eatough: That is the big hurdle and making sure from all the players that we have this history right. We know what the ancient history is. Its kind of getting the whole we got mining.

Member DeMarino: Is this T or C or Sierra County?

Michael Eatough: This is going to be mostly T or C.

Member DeMarino: So the Dam wont be in there?

Michael Eatough: We will have Dam in there and we have a big Dam exhibit. We have a lot of settlers and miners. We are going to include all of that.

Member DeMarino: Im inclined to make a motion for some portion of this but I also want the motion to entail that their social media needs to be up and going.

Chairman Foerstner: What are you thinking for an amount and what are the deliverables half the mural plus design or just for the design. What are you thinking.

Member DeMarino: I don't know I think we should just stick with a smaller amount for the design and to get it up and going. Maybe like $4,000.

Chairman Foerstner: I guess it depends is there a price for the design?

Chairman Foerstner: I thinking about $5,000 to jump start this thing.

Chairman Foerstner: Does that get us some of the painting also or is that just design?

Chris Krieg Artist: You mean you want to see some paint on the wall and the design?

Chairman Foerstner: Well a third of it is not the design right?

Member DeMarino: Im just thinking design.

Chairman Foerstner: We know he can paint.

Member DeMarino: Yes but putting pot on the wall kind of defeats the whole purpose of having your social media up and going and having followers to watch the progression of the sign. If he put something up there before they have the social media going then you don't get that.

Chairman Foerstner: What would be the contingency to have them posting or?

Member DeMarino: That they have an Instagram page and a Facebook page minimally and they are posting on it weekly. Which is nothing because some one could sit and do that with in a hour.

Member Sena: You could even post a cool fact about something that is in the museum just to draw people in. I do think the hashtag is important for the mural and I think the hashtag should be incorporated somewhere on the corner of the mural so they know what to post on social media or they can search that hashtag if that's the end goal of getting the social media presents. I think they should know what that hashtag is. If you need a hashtag I can help with the ideas.

Michael Eatough: That would be lovely.

Member Sena: Once you have kind an idea of what its going to look like. I wouldn't say you have to put the hashtag on right away but its something like end result kind of figure it out from now till then. I do think if you want people to use that hashtag they need to know what it is.

Chris Krieg Artist: It could be a really fun marketing thing.

Chairman Foerstner: Im inclined to say half but half doesn't just pay for the design it pays for half the mural. Asking you guys to get your social media presents and try to get funding in the mean time for the other half and then come back to us at the next meeting. That way we actually have skin in the game and we are actually funding this mural we are not just saying gives a design and we will change our mind. We are saying yes we are going to fund half the mural but go get the rest.

Member DeMarino: Here is the whole thing what happens if they get into an argument and we now just funded and $7,500 sketch.

Michael Eatough: I think Chris and I get along pretty well.

Member DeMarino: That's what we are paying for.

Chairman Foerstner: No I think the contingence would be to do half the wall. So we are paying for the design and half the wall.

Michael Eatough: It wouldn't be done by March though. Half the wall.

Chairman Foerstner: No because its going to take a while for the design.

Member DeMarino: The fiscal year is going to come up while he is gone for the summer.

Chris Krieg Artist: I can come back and finish the project for you.

Vice-Chairman Kelley: I did ask Katy to check and the next Public Arts Board meeting is in April.

Chairman Foerstner: We know we can fund this. Its just a large portion of our funds.

Vice-Chairman Kelley: Thinking ahead Fiesta has already got $25,000 and MainStreet got the money because the got the money to do the tv commercial or the social media adds now that we are working on the video clips. I'm just thinking ahead of what else we are going to be asked for and I don't know that we are going to be asked for a whole lot more.

Member Sena: I think its good to fund it. I trust his design and I just think on top of he money they are going to have a little extra work because I think social media is crucial but if they are agreeing to do all of these things we are asking then fund it.

Chairman Foerstner: I'm ok with that.

Vice-Chairman Kelley: I'm ok with that also.

**Member Sena made a motion to approve a total of $15,000 to the Sierra County Historical Society-Geronimo Springs Museum in addition to creating a Facebook page, a Instagram page posting once a week and figuring out a Hashtag that will be displayed on the mural. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.**

## 5. COMMENTS FROM THE BOARD:

There were no comments from the board at this time.

## 6. COMMENTS FROM STAFF

There were no comments from the staff at this time.

## 7. ADJOURNMENT

There being no further business, Chairman Foerstner adjourned the meeting.

PASSED AND APPROVED this 25th day of March 2024.

_____

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE:** February 11, 2026

*Agenda Item #:* G.10

**SUBJECT:** Review, Approve and/or Allocate Funds to the Veterans Memorial Park & Museum for the Billboard Vinyl
**DEPARTMENT:** City Clerk's Office
**DATE SUBMITTED:** February 6, 2026
**SUBMITTED BY:** City Clerk Torres
**WHO WILL PRESENT THE ITEM: City Clerk Torres**

***Summary/Background:***
Commission approval of the Veterans Memorial Park & Museum application for Billboard Vinyl.

***Recommendation:***
***The applicant requested $1,541.88 and the LTAB recommended the full award of $1,541.88.***

***Attachments:***

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

-

***Fiscal Impact (Finance):*** **Yes**

$1,541.88

***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 2-11-26

# 2025-2026 LODGERS' TAX GRANT APPLICATION

## PART I: PROJECT INFORMATION

Complete one application for each project or event

| | |
|---|---|
| Organization Name | Veterans Memorial Park & Museum |
| Project/Event Name | Billboard New Vinyl |
| Event Date(s) and Location (if applicable) | 10/13/25 - 10/11/26 |
| Event Organizer & Title within Organization (if applicable) | Windy Barnes - Vice President |
| Phone Number of Organizer | 575-952-0484 |
| Email of Organizer | windyallenbarnes@gmail.com |
| Organization Address | 996 South Broadway T or C, NM |
| Organization's Contact Person (If different than event organizer) | Windy Barnes |
| Contact Phone and Email for Organization's Contact Person | 575-952-0484 - windyallenbarnes@gmail.co |

## PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

| | |
|---|---|
| **Amount Requested: (Must match application page 4)** | 1,541.88 |
| Anticipated Attendance (not including volunteers/staff): | 35,480 |

## PART 3: CRITERIA

Was this project/event funded in 2023-2024? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate " since 2006

Define/Describe the overall project/event (what is happening at the event?): Brand new Design and vinyl for the 14' x 48' Bulletin on I-25 Advertise our Park and Museum to guide the highway traffic into our City, Show what we got to offer and see+

Who is your target audience for your project/event and advertising (who do you want to attend?) We want everyone from a single passer by to a family and we really want the bus loads of school kids to visitor tour busses, we want every age bracket there is from one to 100+

Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences? US Highway I -25

What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays,increased attendance, first time attendees: We have guest sign in sheets, head counting and attends sheets from the schools How many

Facebook followers do you have for this event page or organization page (for a project)? 441 Instagram followers?

1. applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? No

2. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

## PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

| **Advertising/Promotion Company/Provider** | **Type of Ad/Promotion** | **Cost** |
|---|---|---|
| Lamar | Billboard vinyl & installation | 1,000.00 |
| **M Graphics & Design** | **Design New Vinyl** | **541.88** |
| | | |
| | | |
| | | |
| | | |
| | | |
| **TOTAL AMOUNT REQUESTED: Must match page 1.** | | 1,541.88 |

## PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

❑ IRS and Secretary of State proof of Good Standing

❑ Previously submitted

## PART 6: ASSURANCES AND CERTIFICATIONS

Print your name and title: Windy Barnes - Vice President

Signature: _____

Date: 1-15-26

11:55

Gmail

92

besign.com

Powered by Adobe Acrobat Sign

Next

New Mexico/El Paso
1550 Alinich Court SE
Albuquerque, NM 87105
Phone: 505-255-4466
Fax: 505-266-4410

LAMAR

CONTRACT # 5283204

1

New/Renewal:
Account Executive: Peter Ortiz
Phone: 505-255-4460

| CONTRACTED BY AND BETWEEN THE PARTIES OF: ADVERTISER | |
|---|---|
| Customer # | 133814-1 |
| Name | VETERANS MEMORIAL PARK |
| Address | PO BOX 472 |
| City/State/Zip | T OR C, NM 87901-0472 |
| Contact | Wesly Alan Barnes |
| Email Address | wesbyalanbarnes@gmail.com |
| Phone # | (575) 740-1650 |
| Fax # | |
| P.O./Reference # | |
| Advertiser/Product | VETERANS MEMORIAL PARK |
| Campaign | |

| Printing/Hang/Store Services | | | | | | | |
|---|---|---|---|---|---|---|---|
| Department | Plant | Production Type | Misc | Service Dates | # Service Periods | Invoice Per Period | Cost |
| Vinyl | 2301 N Low (Central El Paso | Fabrication and Installation of two 10'x48'x0.mil 20OZ 8 | | 10/28/25 | 1 | $1,512.00 | $1,512.00 |
| | | | | | Total Production/Other Services Costs: | | $1,512.00 |

Special Considerations:

Advertiser subscribes and agrees to the Lamar Standard(s) listed to display in good and workmanlike manner, paid in advance for the time set forth above, outdoor advertising displays described above on the attached list in consideration thereof. Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

This Agency representing this Advertiser in the capacity as an agent for a disclosed principal. Customer by executing agrees to be liable jointly and severally and to indemnify Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer (Official Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

| Agency/Buying Service: | VETERANS MEMORIAL PARK |
|---|---|
| Signature: | * Click to Sign |
| | (Signature Above) |
| Name: | * |
| | (Print Name Above) |
| Date: | Oct 31, 2025 |
| | (Date Above) |

| Advertiser: | VETERANS MEMORIAL PARK |
|---|---|
| Signature: | * Click to Sign |
| | (Signature Above) |
| Name: | * |
| | (Print Name Above) |
| Date: | 11:31, 2025 |
| | (Date Above) |

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

Peter Ortiz

ACCOUNT EXECUTIVE: Peter Ortiz | GENERAL MANAGER | DATE

## STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve all work, materials and installation instructions ten (10) days prior to the Initial Service Date. In the case of default in furnishing or approval of all work by Advertiser, billing will occur on the Initial Service Date.

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar-free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.



New Mexico/El Paso
1550 Alinich Court SE
Albuquerque, NM 87105
Phone: 505-255-4460
Fax: 505-266-4410

LAMAR

CONTRACT # 5283204

Date: 10/28/2025
New/Renewal: RENEWAL
Account Executive: Peter Ortiz
Phone: 505-255-4460

3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding

This is redacted By the next Page.

Installation

New Mexico/El Paso
1600 Airtech Court SE
Albuquerque, NM 87106
Phone: 505-255-4460
Fax: 505-266-4419

LAMAR

# CONTRACT # 5378312

Date: 1/9/2026
New/Renewal: RENEWAL
Account Executive: Peter Ortiz
Phone: 505-255-4460

| CONTRACTED BY AGENCY ON BEHALF OF ADVERTISER | |
|---|---|
| Customer # | 131814-1 |
| Name | VETERANS MEMORIAL PARK |
| Address | PO BOX 472 |
| City/State/Zip | T OR C, NM 87901-0472 |
| Contact | Windy Allen Barnes |
| Email Address | windyallenbarnes@gmail.com |
| Phone # | (575) 740-1650 |
| Fax # | |
| P.O./ Reference # | |
| Advertiser/Product | VETERANS MEMORIAL PARK |
| Campaign | |

**Production/Other Services**

| Department | Plant | Production Type | Misc | Service Dates | # Service Periods | Invest Per Period | Cost |
|---|---|---|---|---|---|---|---|
| Vinyl | 286 New Mexico/El Paso | Fabrication and Installation of one 14x48 vinyl 20872 | | 02/02/26 | 1 | $1,000.00 | $1,000.00 |

Total Production/Other Services Costs: $1,000.00

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

**Agency/Buying Service:** VETERANS MEMORIAL PARK
**Signature:** (signature above)
**Name:** (print name above)
**Date:** (date above)

**Advertiser:** VETERANS MEMORIAL PARK
**Signature:** Windy Barnes (signature above)
**Name:** Windy Barnes (print name above)
**Date:** 1-19-26 (date above)

**THE LAMAR COMPANIES**

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Peter Ortiz | GENERAL MANAGER | DATE

## STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

INITIALS

BILLBOARD




# ESTIMATE

**Moshe Koenick**
404 Main St
Truth Or Consequences, New Mexico 87901-2843
United States

Phone: 5757404526
Mobile: 5757404526
moshekoenick.com

BILL TO
**Veterans Memorial Park**
Maggie

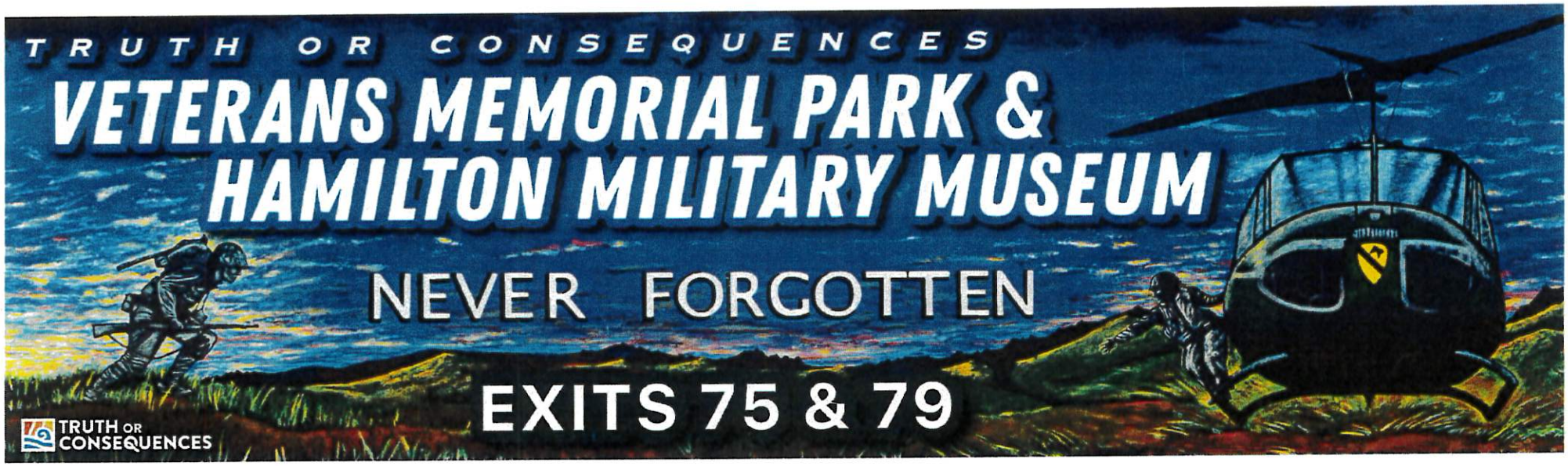
maggiea@valornet.com

**Estimate Number:** 7
**Customer Ref:** Billboard
**Estimate Date:** October 28, 2025
**Valid Until:** November 27, 2025
**Grand Total (USD):** **$541.88**

| Product/Service | Quantity | Price | Amount |
|---|---|---|---|
| **Graphic Design - Price per hour**<br>Design billboard using Gia Apple's painting | 10 | $50.00 | $500.00 |

| | |
|---|---|
| **Subtotal:** | $500.00 |
| TorC,NMtax 8.375%: | $41.88 |
| **Grand Total (USD):** | **$541.88** |

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TRUTH OR CONSEQUENCES
VETERANS MEMORIAL PARK &
HAMILTON MILITARY MUSEUM
NEVER FORGOTTEN
EXITS 75 & 79
TRUTH OR CONSEQUENCES

# ADVERTISING & PROMOTION CONTRACT

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and **Veterans Memorial Park & Museum, Billboard Vinyl** herein referred to as "Contractor".

**WHEREAS** the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor's promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **$1,541.88** to the Contractor for a period commencing on February 11, 2026, and continuing through June 30, 2026.

2. **The Contractor shall:**
   a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
   b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor's application for Lodgers Tax Funds. The Scope of Work is set forth within the application.

3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.

4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
   a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
   b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
   c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

d. All invoices must be turned into the City Clerk's Office no later than the last business day of May 2026.
e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
f. Reports are due sixty (60) days after completion of event/project.

5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.

6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.

7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.

8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.

9. **Personnel**:
   a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
   b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.

10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. **Reports and Information**: The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. **Copyright**: No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. **Compliance with Local Laws**: The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

15. **Equal Employment Opportunity**: During the performance of this Agreement, the Contractor agrees as follows:
    a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
    b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
    c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. **Civil Rights Act of 1964**: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. **Access to Records**:
    a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks**: It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

**CITY OF TRUTH OR CONSEQUENCES**

| | |
|---|---|
| Gary Whitehead, City Manager | Date |
| Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency | Date |
| Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency | Date |

**CONTRACTOR**

| | |
|---|---|
| Authorized Representative (Signature & Printed Name) | Date |

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please (initial) each requirement:

____ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.

____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2026

CONTRACTOR:

BY: _____ _____

**Printed Name** of Authorized Representative **Signature** of Authorized Representative

# FY26 Lodgers' Tax Award

# Approved Scope of Work

Lodgers' Tax Meeting Date: January 26, 2026

**Applicant:** Veterans Memorial Park & Museum

**Project(s) Applied For:**

**1)** Billboard vinyl

**Amount Requested:** $1541.88 Amount Approved: $1541.88

Approved x Postponed _____ Denied _____

**Reason for Postponement/Denial/Different Award Amount:**

_____

_____

| **Scope of Work** | **Award Amount Approved** |
|---|---|
| 1) Lamar Outdoor | $1000.00 |
| 2) M Graphics/Moe Koenick | $ 541.38 |

**b. Discussion/Action: Veterans Memorial Park and Museum Application-Billboard Vinyl.**

Maggie Allen Veterans Memorial Park and Museum Vice-President: They are going to give us some credit on this.

Chairman Foerstner: This is for the design and installation?

Maggie Allen Veterans Memorial Park and Museum Vice-President: Yes.

Chairman Foestner: Do you date that every year or how often do you change the vinyl?

Maggie Allen Veterans Memorial Park and Museum Vice-President: We do it about every 3 to 4 years.

Chairman Foestner: Your advertising both exits and you didn't do that before?

Maggie Allen Veterans Memorial Park and Museum Vice-President: Yes.

Member DeMarino: It doesn't say granite wall so that's good.

Maggie Allen Veterans Memorial Park and Museum Vice-President: We did to let them know the first time that we did have a granite wall. Now everybody knows we have it.

Chairman Foestner: You have the logo on there for T or C. It looks good.

**Vice-Chairman Kelly made a motion to approve a total of $1,541.88 to the Veterans Memorial Park and Museum Billboard Vinyl. Member Sena seconded the motion.**
**Motion carried unanimously.**

c. Discussion/Action: Veterans Memorial Park and Museum Application-Billboard Brochures.

Maggie Allen Veterans Memorial Park and Museum Vice-President: We are having another reprint of the Brochures. Mo is going to change the font of it a little bit. It's the same brochure. We do order some every 2 years or so.

Chairman Foerstner: How many do you get for that price?

Member DeMarino: 5,000. I'm wondering if they should get more because when you start adding those up on if you get like 10,000 sometimes its just way cheaper.

Chairman Foerstner: It takes 2 years to go through the 5,000? Where do you put them?

Vice-Chairman Kelly: We sent some out from the visitors center.

Maggie Allen Veterans Memorial Park and Museum Vice-President: The visitors center sends some out. I have a volunteer that takes them around town. We have several people that come by the wall and they take them to Fort Bliss and Holoman. I have another volunteer who takes some and drops them off in Denver and Boulder Colorado and all along the way.

Member DeMarino: This just sites brochures is this for design and printing?

Maggie Allen Veterans Memorial Park and Museum Vice-President: Its for both.

# CITY OF TRUTH OR CONSEQUENCES

**AGENDA REQUEST FORM**

**MEETING DATE:** February 11, 2026

*Agenda Item #:* G.11

**SUBJECT:** Review, Approve and/or Allocate Funds to the Veterans Memorial Park & Museum for a Brochure Reprint

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** February 6, 2026

**SUBMITTED BY:** City Clerk Torres

**WHO WILL PRESENT THE ITEM: City Clerk Torres**

***Summary/Background:***

Commission approval of the Veterans Memorial Park & Museum application for a Brochure Reprint

***Recommendation:***

***The applicant requested $894.85 and the LTAB recommended the full award of $894.85***

***Attachments:***

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

-

***Fiscal Impact (Finance):*** **Yes**

$894.85

***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 2-11-26

# 2025-2026 LODGERS' TAX GRANT APPLICATION

## PART I: PROJECT INFORMATION

Complete one application for each project or event.

| | |
|---|---|
| Organization Name | Veterans Memorial Park & Museum |
| Project/Event Name | Brochures |
| Event Date(s) and Location (if applicable) | |
| Event Organizer & Title within Organization (if applicable) | Windy Barnes - Vice President |
| Phone Number of Organizer | 575-952-0484 |
| Email of Organizer | windyallenbarnes@gmail.com |
| Organization Address | 996 South Broadway T or C, NM |
| Organization's Contact Person (If different than event organizer) | |
| Contact Phone and Email for Organization's Contact Person | windyallenbarnes@gmail.com |

## PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

| | |
|---|---|
| **Amount Requested: (Must match application page 4)** | 894.85 |
| Anticipated Attendance (not including volunteers/staff): | 35480 |

## PART 3: CRITERIA

Was this project/event funded in 2023-2024? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate "new":
Since 2006

1. Define/Describe the overall project/event (what is happening at the event?):
Reordering brochures

2. Who is your target audience for your project/event and advertising (who do you want to attend?)
we distribute them to faternal ordets clubs, Chamber of Commerce to to go out in welcome packets and when people inquire about Truth or Concesquence,schools,. motel/hotels, etc....

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

Sierra county, El Paso, Texas, Albuquerque, Colorado, Arizona

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

90% mail out , hand outs,

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

Sign in sheete, head counting, schools attendes sheets,

6. How many Facebook followers do you have for this event page or organization page (for a project)? 441 Instagram followers? _____

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? no

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

## PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board

reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

| Advertising/Promotion Company/Provider | Type of Ad/Promotion | Cost |
|---|---|---|
| M Graphics Designs | Brochures | 895.85 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **TOTAL AMOUNT REQUESTED: Must match page 1.** | | 895.85 |

## PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

❑ IRS and Secretary of State proof of Good Standing

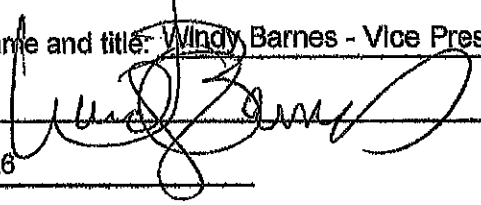
❑ Previously submitted

## PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after

the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Windy Barnes - Vice Presiudent

Signature: 

Date: 1-16-26

Qty: 5000
NO UPDATE

# ESTIMATE

**Moshe Koenick**
404 Main St
Truth Or Consequences, New Mexico 87901-2843
United States

Phone: 5757404526
Mobile: 5757404526
moshekoenick.com

BILL TO
**Veterans Memorial Park**
Maggie

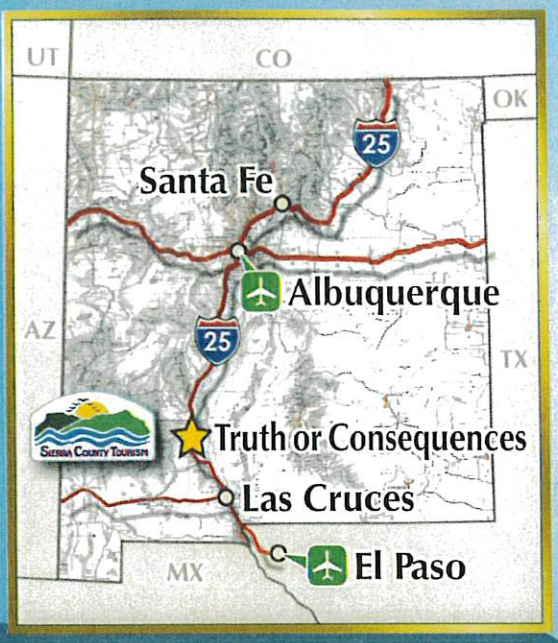
maggiea@valornet.com

**Estimate Number:** 6
**Customer Ref:** Brochure Reprint 4
**Estimate Date:** October 28, 2025
**Valid Until:** November 27, 2025
**Grand Total (USD):** **$894.85**

| Product/Service | Quantity | Price | Amount |
|---|---|---|---|
| **Printing - Price per piece**<br>Brochures<br>SIZE: 9" x 16"<br>FOLDING: Double Parallel Reverse Fold<br>PAPER: 100 lb. Gloss Book (C2S) with Aqueous Coating<br>PRINT TIME: Regular<br>SHIPPING: UPS Ground ($156.44 included) | 5000 | $0.16514 | $825.70 |

| | |
|---|---|
| **Subtotal:** | $825.70 |
| TorC,NMtax 8.375%: | $69.15 |
| **Grand Total (USD):** | **$894.85** |

Powered by wave




2-hr drive from Albuquerque on I-25 S
2-hr drive from El Paso on I-25 N

For additional visitor information
& attractions visit SierraCounty.info



# VETERANS MEMORIAL PARK & HAMILTON MILITARY MUSEUM

996 South Broadway
Truth or Consequences, NM 87901
TheWall@windstream.net
www.TorCVeteransMemorial.com

**575.894.0750**
**575.740.1650**

TRUTH OR CONSEQUENCES

TRUTH OR CONSEQUENCES, NEW MEXICO

# VETERANS MEMORIAL PARK & HAMILTON MILITARY MUSEUM

## HAMILTON MILITARY MUSEUM



Through the generous donations of men and women who have served in the armed forces, as well as contributions from the families of these men and women, this museum and its contents are a living memorial and history of our country and the dedication of those who served. This is their story. Depicted are just some of the many rare and educational exhibits within the museum that are continually being updated and expanded.





## COLUMBARIUM



Veterans Memorial Park in Truth or Consequences Columbarium – the Columbarium presents a unique opportunity for Veterans and their loved ones to be laid to rest in Veterans Memorial Park.

For more information on this service, come talk to us in the museum or call 575-894-0750.





WED; IT MUST BE ACHIEVED. ~ *FRANKLIN D. ROOSEVELT* ★

## VIETNAM MEMORIAL WALL



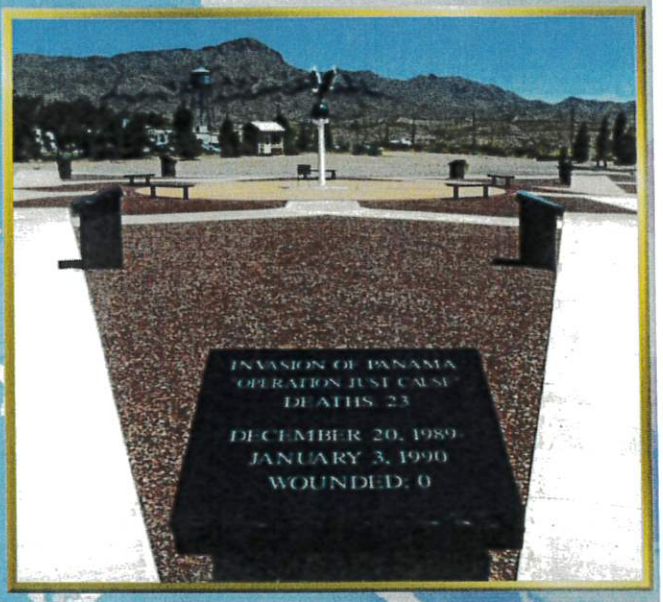

In 2003, a half-scale traveling replica of the world-renowned Vietnam Veterans Memorial Wall made its permanent home in Truth or Consequences, New Mexico. This wall had been "retired" after traversing the United States for approximately three years, one of a handful of replicas traveling throughout the nation. More than one million people have visited the Memorial Funds Traveling Wall exhibitions since the project's inception in 1996. The original TorC replica made stops in nearly 200 U.S. locales in addition to touring the four Provinces of Ireland. Following a fundraising effort, a new weatherproof granite replica was installed at the park in 2018, to replace the original.

"*The Wall That Heals* speaks not only to the loss, but of the lives of 58,420 men and women named on the wall - our parents, children, neighbors and friends" said Jan C. Scruggs, founder and president of the Vietnam Veterans Memorial Fund. We are confident that the memorial will become a frequent visiting place for those honoring the service of all who served in Vietnam and in particular, the 399 New Mexicans who made the ultimate sacrifice. This memorial in Truth or Consequences serves as a common gathering place for New Mexicans both young and old to show respect and honor in remembrance.



Eternal Flame

## WALK OF EDUCATION




Take a historical journey along a congressional Medal of Honor shaped path and read our country's history on a monument representing each conflict the United States has been involved in since 1775, up to and including Afghanistan and Iraq.







★ IN THE TRUEST SENSE, FREEDOM CANNOT BE BEST



WELCOME TO THE TRUTH OR CONSEQUENCES VETERANS MEMORIAL PARK AND THE HAMILTON MILITARY MUSEUM. THE PARK IS DEDICATED TO THE MEMORIES OF FAMILY AND FRIENDS THAT HAVE DEDICATED THEIR LIVES TO THE SERVICE OF OUR GREAT COUNTRY. WE ENCOURAGE ALL GENERATIONS TO COME AND EXPERIENCE THE "WALL THAT HEALS" AS WELL AS OTHER ATTRACTIONS WITHIN THE PARK.

# ADVERTISING & PROMOTION CONTRACT

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and **Veterans Memorial Park & Museum, Brochure Reprint** herein referred to as "Contractor".

**WHEREAS** the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor's promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **$894.85** to the Contractor for a period commencing on February 11, 2026, and continuing through June 30, 2026.

2. **The Contractor shall:**
   a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
   b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor's application for Lodgers Tax Funds. The Scope of Work is set forth within the application.

3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.

4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
   a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
   b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
   c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.
   d. All invoices must be turned into the City Clerk's Office no later than the last business day of May 2026.

e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
f. Reports are due sixty (60) days after completion of event/project.

5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.

6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.

7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.

8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.

9. **Personnel**:
   a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
   b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.

10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank,

trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. **Reports and Information**: The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. **Copyright**: No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. **Compliance with Local Laws**: The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

15. **Equal Employment Opportunity**: During the performance of this Agreement, the Contractor agrees as follows:
    a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
    b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
    c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the

foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
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18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials** - No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out

of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks**: It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

**CITY OF TRUTH OR CONSEQUENCES**

| | |
|---|---|
| Gary Whitehead, City Manager | Date |
| Jocelyn Holguin, Finance Officer, Reviewed for Budgetary Sufficiency | Date |
| Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency | Date |

**CONTRACTOR**

| | |
|---|---|
| Authorized Representative (Signature & Printed Name) | Date |

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

____ PAID invoices must be presented to the City Clerk's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.

____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2026

CONTRACTOR:

BY: _____ _____

**Printed Name** of Authorized Representative

**Signature** of Authorized Representative

# FY26 Lodgers' Tax Award

# Approved Scope of Work

Lodgers' Tax Meeting Date: January 26, 2026

**Applicant:** Veterans Memorial Park & Museum

**Project(s) Applied For:**

**1)** Brochure Reprint

**Amount Requested**: $894.85 Amount Approved: $894.85

Approved x Postponed _____ Denied _____

**Reason for Postponement/Denial/Different Award Amount:**

_____

_____

| **Scope of Work** | **Award Amount Approved** |
|---|---|
| 1) M Graphics/Moe Koenick | $ 894.85 |

**b. Discussion/Action: Veterans Memorial Park and Museum Application-Billboard Vinyl.**

Maggie Allen Veterans Memorial Park and Museum Vice-President: They are going to give us some credit on this.

Chairman Foerstner: This is for the design and installation?

Maggie Allen Veterans Memorial Park and Museum Vice-President: Yes.

Chairman Foestner: Do you date that every year or how often do you change the vinyl?

Maggie Allen Veterans Memorial Park and Museum Vice-President: We do it about every 3 to 4 years.

Chairman Foestner: Your advertising both exits and you didn't do that before?

Maggie Allen Veterans Memorial Park and Museum Vice-President: Yes.

Member DeMarino: It doesn't say granite wall so that's good.

Maggie Allen Veterans Memorial Park and Museum Vice-President: We did to let them know the first time that we did have a granite wall. Now everybody knows we have it.

Chairman Foestner: You have the logo on there for T or C. It looks good.

**Vice-Chairman Kelly made a motion to approve a total of $1,541.88 to the Veterans Memorial Park and Museum Billboard Vinyl. Member Sena seconded the motion.**
**Motion carried unanimously.**

**c. Discussion/Action: Veterans Memorial Park and Museum Application-Billboard Brochures.**

Maggie Allen Veterans Memorial Park and Museum Vice-President: We are having another reprint of the Brochures. Mo is going to change the font of it a little bit. It's the same brochure. We do order some every 2 years or so.

Chairman Foerstner: How many do you get for that price?

Member DeMarino: 5,000. I'm wondering if they should get more because when you start adding those up on if you get like 10,000 sometimes its just way cheaper.

Chairman Foerstner: It takes 2 years to go through the 5,000? Where do you put them?

Vice-Chairman Kelly: We sent some out from the visitors center.

Maggie Allen Veterans Memorial Park and Museum Vice-President: The visitors center sends some out. I have a volunteer that takes them around town. We have several people that come by the wall and they take them to Fort Bliss and Holoman. I have another volunteer who takes some and drops them off in Denver and Boulder Colorado and all along the way.

Member DeMarino: This just sites brochures is this for design and printing?

Maggie Allen Veterans Memorial Park and Museum Vice-President: Its for both.

Chairman Foerstner: Mos estimate doesn't mention design but I know he does it through got plan and I think gets a discount through them. He is the middle man. I don't if he is redesigning it. It looks like the same one.

Maggie Allen Veterans Memorial Park and Museum Vice-President: Its going to be the same inside but the outside is going to change a little bit.

Chairman Foerstner: So, he probably included a little bit of redesign.

**Member DeMarino made a motion to approve a total of $894.85to the Veterans Memorial Park and Museum Brochure. Vice-Chairman Kelley seconded the motion.**

**Motion carried unanimously.**

**d.** Discussion/Action: Veterans Memorial Park and Museum Application-Entrance Sign

Maggie Allen: The sign we currently has been there since we opened the museum. We have changed the wording on it a couple of times. I would like to have a new sign. Its going to be the same length but its going to be 15 inches taller.

Member DeMarino: Is this a digital sign?

Maggie Allen: Its like the city put up.

Chairman Foerstner: So its luminated not a screen that changes?

Maggie Allen: No the screen wont change.

Chairman Foerstner: So its just an illuminated back not like the city did that's a tv screen where you can change things.

Maggie Allen: No not a tv screen. It is just going to be lite up.

Chairman Foerstener: Whats the difference between the new one and the old one? Is it just bigger?

Maggie Allen: Its going to be taller.

Chairman Foerstner: You have 120 wide and 30 high. Do you know what your current one is?

Maggie Allen: The Current one is only like 15 inches. Its skinny and long. We don't want a tall one because then it would block the museum and the wall. The people that are going to do this one are the same ones that did the city's.

Chairman Foerstner: That seems like a lot just to gain about 15 inches is what it sounds like.

Member DeMarino: Almost $9,000 for a bigger sign.

Chairman Foerstner: And its to let them know that they have arrived and they found the right place. Im just wondering if its worth that extra expense for that little amount of real estate. What is your main reasoning for wanting to do it?

Maggie Allen: Our sign is old.

Chairman Foerstner: So you need to replace the back and your wanting to go ahead and make it bigger.