

Rolf Hechler
Mayor



Ingo Hoepfner
Commissioner

Destiny Mitchell
Mayor Pro-Tem

Chaz M. Glines
Commissioner

Amanda Forrister
Commissioner

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

Gary Whitehead
City Manager

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, APRIL 22, 2026; TO START AT 4:00 P.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 Hoepfner Commissioner
Hon. Chaz Glines, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. COMMISSION COMMENTS

6. STAFF COMMENTS

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. CONSENT CALENDAR

1. Acknowledge Subrecipient FY 25/26 3rd Quarter Reports

E. NEW BUSINESS

1. Discussion Update: T or C Municipal Airport Presentation. Chad Rosacker, Tech 45 Airport Management
2. Discussion/Action: Accept the Notice of Award for ITB #2026-01-008 CDBG Water Meter Replacement Project and Execute Agreement. Assistant City Manager Alvarez
3. Discussion/Action: Approval of an MOU between the City and Bureau of Reclamation regarding the storage of material and blocking off a section of Rotary Park during removal/installation of the dam in the Rio Grande. OJ Hechler, Community Services Director
4. Discussion/Action: Approval of Agreement for the 2027 Farmers Market rental at Ralph Edwards Park. City Manager Whitehead

E. NEW BUSINESS Continued...

5. Discussion/Action: Approve employee reclassification of a Public Service Director, Public Works Director, and the Public Safety Director, to include the following employees: Luis Tavizon, Bo Easley, Chris Rees, Brenden Anglin, OJ Hechler, Alona Niebergall, Deanna Knull, Kailey (Keegan) McCraw, Zakaila Carrera, Thomas Cool, Jamie Foreman and Michael Kozloski. City Manager Whitehead
6. Discussion/Action: Approval of Contract and Allocation of Funds to the T or C/Sierra County Chamber of Commerce for the T or C & Sierra County Treasure Hunt. City Clerk Torres
7. Discussion/Action: Approval of Purchases \$60,000 and over. Carlos Miyagishima, CPO
 - a. Bohannon Huston Inc.: Engineering Services Design/Construction Services
 - b. TLC Plumbing & Utility: Construction Services CDGB Water Meter Replacement Project

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 52 25/26 Authorizing the Submittal of an application for the 2026-2027 New Mexico Department of Transportation's (NMDOT) Project Fund (TPF). Assistant City Manager Alvarez

G. EXECUTIVE SESSION

1. Threatened & Pending Litigation (*Tanya Reed vs. City of Truth or Consequences*) pursuant to 10-15-1(H.7).
2. Limited Personnel Matters (*City Manager*) Pursuant to 10-15-1(H.2).

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

1. Threatened & Pending Litigation (*Tanya Reed vs. City of Truth or Consequences*) pursuant to 10-15-1(H.7).
2. Limited Personnel Matters (*City Manager*) Pursuant to 10-15-1(H.2).

I. ADJOURNMENT

The meeting will be streamed through YouTube Live at <http://www.youtube.com/@CityofTorC>.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the City Clerk's Office, at 505 Sims Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6673 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.

NEXT REGULAR CITY COMMISSION MEETING MAY 13, 2026, AT 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: D.1

SUBJECT: Acknowledge Subrecipient FY 25/26 3rd Quarter Reports
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: April 15, 2026
SUBMITTED BY: Angela A. Torres, City Clerk
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Accept the 3rd Quarter Reports

Attachments:

- Checklist
- Reports

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC Agendas 4-22-26

SUBRECIPIENT QUARTERLY REPORTS
FISCAL YEAR: 2025-26
Reports are due by the 15th of the month following the quarter.

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

1st Quarter: JUL, AUG, SEP

2nd Quarter: OCT, NOV, DEC

3rd Quarter: JAN, FEB, MAR

4th Quarter: APR, MAY, JUN

Take to Commission 2nd meeting in October

Take to Commission 2nd meeting in January

Take to Commission 2nd meeting in April

Take to Commission 2nd meeting in July

COMPANION ANIMAL ACTION TEAM
PO BOX 512
WILLIAMSBURG, NM 87942

SUBRECIPIENT GRANT
FY 2025/2026
(3rd) QUARTER INVOICE

Date of Invoice: April 14, 2026

Invoice Amount: \$ 375.00

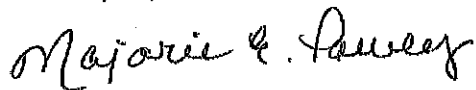
Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$1500.00

Quarter Draw: \$375

Please send payment to: *Companion Animal Action Team*
PO Box 512
Williamsburg, NM 87942

Thank you,



Signature of Authorized Representative

Majorie E Powey

575-740-0421

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: Companion Animal Action Team

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

ALLOCATION: \$1500.00 \$375.00
(FY Allotment) (Quarterly Draw)

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

SUBMITTED BY: Majorie Powey
Print Name

Majorie E Powey
Signature

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

We have been working with Dr. Allred since mid April 2025 to provide spay/neuter services for Sierra County dogs and cats. We have an application form that the client fills out. The individual then pays us and we issue a voucher. The individual can take that voucher to the clinic and receive an appointment or can call for and appointment.

Our fees are the same as we charged for clinics with Dr.Starr. Cats are \$30 for males and \$40 for females. We pay for vaccines including Rabies and FVRCP (the respiratory complex and panleukopenia) . For dogs we charge \$50 for males and \$60 for females. We include Rabies and DHPP for dogs as well as cones and pain meds as extra services at no charge.

The Clinic receives a check list of the vouchers we issue every week. Normal sign up is 2 to 4 on Saturday. We also have provided a free visit for a diabetic cat to check on their disease. We have also assisted several families with free food which we purchase at Tractor Supply.

During the 3rd quarter we provided vouchers for 13 male cats, 18 female cats, 4 male dogs and 3 female dogs. The funding from the City helps pay for the vaccines. We appreciate the help that the grant provides.

Domestic Abuse Intervention Center
P.O. Box 1711
Truth or Consequences, NM 87901

SUBRECIPIENT GRANT
FY 2025/2026
(3rd) QUARTER INVOICE

Date of Invoice: April 3, 2026

Invoice Amount: \$875.00

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$3500.00

Quarter Draw: \$875.00

Please send payment to: *Domestic Abuse Intervention Center*
P.O. Box 1711
Truth or Consequences, NM 87901

Thank you,



Blanca Chavez
575-894-3557

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: Domestic Abuse Intervention Center

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

ALLOCATION: \$3500.00

(FY Allotment)

\$875.00

(Quarterly Draw)

QUARTER: 3rd

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

SUBMITTED BY: Blanca Chavez

Print Name

Blanca Chavez
Signature

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

Statistical Information:	Years	Victimization	Referral
Female-14 Anglo- 12	18-21- 0	Emotional - 17 Police-2	Sherriff-2
Male- 5 Hispanic-5	22-40- 10	Physical- 15 Hospital-	Self Referral-10
Other- 2	41-59- 8	Sexual- 0 Courts-2	Friends-
	60-74- 1	Stalking- Family-	Other-3
	Unknown-	Unknown- CYFD-	
Type of Contact:		Volunteer Hours: Total -1694	
Orders of Protection – 8		Cell Phone - 1688	
Individual Support Sessions –		Administrative - 4	
Group – 232		Crisis-	
Victim Advocacy -27.10		Office-	
Crisis Intervention- 2		Direct Client Contact (Crisis) 2	
Shelter - 1 Transportation - 2			
Food- 1			
CCR -12			
Case Management - 101			
DVOTI Individual Sessions- 4			

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

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

ORGANIZATION: Geronimo Trail Scenic Byway

ALLOCATION: \$5600. \$1524.99 QUARTER: 3rd
(Quarterly Draw) (FY Allotment) (1st/2nd/3rd/4th)

SUBMITTED BY: Gina Kelley 
Print Name Signature

In the 3rd quarter of this fiscal year, we have had 855 interactions with visitors – this includes walk-in visitors, email requests for information and telephone calls. We responded to inquiries requesting info on our hot springs, restaurants, galleries, shopping, events and attractions.

On behalf of the Sierra County Recreation & Tourism Advisory Board we shipped out 850 brochures to visitor centers statewide. Additionally we provided another 300 brochures to local Sierra County lodging & retail businesses.

Groups:

- Provided lodging info to the Loya Family YMCA in El Paso. They are interested in bringing a group to soak in the hot springs.

Spaceport tours continue to use our Visitor Center as a pickup/dropoff location for their Saturday tours at 9am. There were 6 tours last quarter with a total of 43 participants. On the days that tours occur, the Director opens the Visitor Center at 8:30am to accommodate tour participants.

In the 4th quarter our volunteers contributed 328 hours. Our volunteer Director contributed another 25 hours & our Board President another 5 hours. The total of 358 volunteer hours are valued at \$9648 (\$26.95/hr per the IRS valued volunteer time in New Mexico).

Total Operating Expenses for the Period:

Telephone/Internet:	\$ 727
Visitor Center supplies:	\$ 89
Office Supplies:	\$ 487
Office Expenses:	\$ 231
Postage & shipping:	\$ 3

Total:	\$ 1537
---------------	----------------

Total Marketing Expenses for the Period:

Visitor Center signs:	\$ 40
Domain Registration:	\$ 35
Southwest Contemporary Ad:	\$103

Total	\$ 178
--------------	---------------

Total Expenses:	\$1715
------------------------	---------------

APPROVED

Mr 4/8/26

PO 82159

MainStreet T or C
P.O. Box 1602
T or C, NM 87901

SUBRECIPIENT GRANT

FY 2025/2026

3rd ~~2nd~~ QUARTER INVOICE

Date of Invoice: 4/8/2026

Invoice Amount: \$12,500

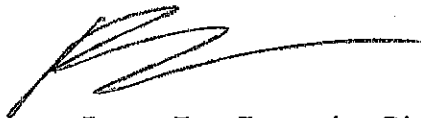
Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$50,000

Quarter Draw: \$12,500

Please send payment to: *MainStreet T or C*
P.O. Box 1602
T or C, NM 87901

Thank you,



Becca Eza, Executive Director, MainStreet T or C
828-980-8229

SUBRECIPIENT QUARTERLY REPORT FY: 2025/2026

ORGANIZATION: MainStreet Truth or Consequences

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

SUBMITTED BY: Becca Eza

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

This quarter marked a major milestone with the groundbreaking of the Foch Street Great Blocks Renovation project, a long-anticipated initiative funded through New Mexico MainStreet capital outlay. In coordination with New Mexico MainStreet revitalization specialists, we developed a resource guide and one-page informational materials for businesses impacted by construction, as well as for the general public. We are actively participating in weekly meetings with City staff and contractors and are providing regular email updates to subscribers. We look forward to the project's completion this summer.

In February, we partnered with the City on a downtown litter clean-up as part of our jointly funded Clean & Beautiful grant. Approximately 15 volunteers participated, helping to improve the appearance of our downtown corridor.

We continue to host the Second Saturday Art Hop each month. This well-attended event brings vibrancy to downtown, with galleries and businesses staying open late to feature art openings, live music, refreshments, and special programming.

This quarter, we finalized our Wayfinding Signage Plan, a project in development since September 2024, and presented it to the City Commission for support. We also submitted a grant application to fund the manufacturing and installation of the signage system. Should this application not be successful, we have identified an additional funding opportunity to pursue this summer. Once we have obtained funding, we will work with the city and Commission to determine a final list of signs and locations.

We completed production of several short television and streaming commercials as part of our Redefine marketing campaign to promote Truth or Consequences. We plan to seek Lodgers Tax funding to support placement of these commercials in regional markets.

Planning is well underway for the Levitt AMP Truth or Consequences Music Series, which will take place on Thursday evenings in September and October. A community-based music selection committee has been convened to review artist submissions and curate a diverse, high-quality lineup in accordance with Levitt Foundation guidelines. We look forward to offering free live music that brings residents and visitors together this fall.

Preparations for Fiesta are also progressing well, with the event now less than a month away. Our Fiesta coordinator, along with interns and volunteers, is actively organizing the music lineup, parade, vendor spaces, and additional activities to ensure a successful and engaging community event.

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: Matthew 25 Food Pantry, Inc.
ALLOCATION: \$ 10,000 (FY Allotment) \$ 2,500 (Quarterly Draw) QUARTER: 3rd
SUBMITTED BY: Laura Ploughe (Print Name) *Laura Ploughe* (Signature)
(Report is due by the 15th of the month following the QTR.)
(1st / 2nd / 3rd / 4th)

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

Compliance

Matthew 25 Food Pantry, a 501(c)3, graciously appreciates the grant award from the City for the direct services we provide to benefit the community through our weekly free food distribution. Our mission is to serve the community without discrimination based on age, race, color, sex, religion, national origin, disability, or sexual orientation. Our commitment to the City is to maintain complete and accurate records of our performance and this **Quarterly Report (Q3)** is being submitted to the City for public record of such compliance.

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

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

2025/2026 Funding Purpose/Financial Performance

Matthew 25 is not affiliated with any religious organization unlike other food pantries in the community. Matthew 25 relies solely on grants and private monetary donations as well as contributions from local retailers (business-to-business (B2B)) to cover all of our operating costs and be able to provide services back to others in need. Budgeted grants total \$14,500 which includes the City grant of \$10,000, the County grant of \$2,500, and a grant award from a corporate business of \$2,000. An unexpected grant of \$5,000 in December was a welcome gift and sets us up to see nearly a 50/50 split of grants and donations for our revenues. The grants will cover nearly all of our budgeted fixed costs of \$19,700 while private contributions and local B2B contributions will be used on discretionary spend, most of which is for food. Current **Quarter 3 (Q3)** actuals show the month of December had a significant increase in funding from all sources. Almost 45% of total revenues realized in our first 6 months came in December! A true giving season! However, our **Q3** revenues are not as great but we are on track to end the year on our budgeted target.

A one-time transfer-in of \$15,000 from an investment reserve was planned in June 2025 and accrued into the FY25/26 for a July purchase of all new commercial refrigerator/freezer appliances. This is shown as a transfer in and not counted as a part of contributions, grants or B2B revenues.

Our budgeted rent and utilities make up 67% in fixed costs while insurance is 6%, totaling 73% of our expense budget. Food costs are 18% of budget this year, up again for the last two years, due to the need to purchase meat to supplement the scarce availability from Roadrunner Food Bank. With the increase seen in private contributions, both turkeys and hams plus extras were purchased during the Holidays to provide almost 130 families with both a Thanksgiving meal and a Christmas meal. A private donor, Arevon Energy, also provided large 16-20 pound turkeys for over half of our households. Some discretionary miscellaneous building improvement expenditures for signage and privacy panels were included in our December expenses. Major operating expenditures were done to upgrade electric in June and in July a one-time major capital expenditure for appliances early in the fiscal year was done and was reported on in Quarter one (Q1) and in February, in **Q3**, a capital expenditure for an upgrade to our HVAC was made for \$1,200. Otherwise we are on target with all budgeted line items in both revenues and expenses for Quarter 3.

Matthew 25 strives to maintain a near zero balance budget and the one-time transfer in from investment reserves for the major capital expenditures means that a transfer out of this years' budget is projected for late Q4 of \$5,000 to replace some of the reserves we used.

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

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

Scope of Work/CommunityBenefit Performance

Matthew 25 has actually seen a decrease in the numbers we distribute food to weekly/monthly for the last two quarters (Q2 and Q3). While it seems that Q1 continued to see increases, statistics show a decline, and last year numbers were higher than this year by 178. Assumptions were originally that Mathew 25 distributed less number of days in 2025 however statistically this is false and data indicates a population decline. It declined by 146 between 2024 and 2025. Changes in population reflect birth and death rates, immigration patterns, regional shifts, and even the overall health of the economy. New Mexico's -0.06% annual decrease was primarily driven by people moving to other states.

Our statistics still show that Matthew 25 fed 2,442 people this **Q3** which is nearly 20% of our total population of Sierra county. Seniors account for our highest percentage of food insecure and average almost 50% of those who participate. This equates to an average of 388 Households with 361 Seniors, 274 Adults, and 90 children per week who receive free food.

The Matthew 25 mobile food distribution once a month in the Sierra Vista Hospital has been suspended. Matthew 25 and the Sierra Vista Hospital staff will reassess the need at a future date.

Matthew 25 has signed a new 3 year lease which will allow us to remain at 405 Austin through June 2029 but future strategic planning must include a search and a re-location and probable capital improvements to accomodate our inventory and refrigeration needs.

Appendixes C, and D provide our participant statistics in detail, and in a trend chart for Matthew 25 over a two year period.

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

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

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: Sierra County Historical Society for Geronimo Springs Museum

ALLOCATION: \$6,500
(FY Allotment)

\$2,495.96
(Quarterly Draw)

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

SUBMITTED BY: Merry Jo Fahl
Print Name

Merry Jo Fahl
Signature

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

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

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

Sierra County Historical Society
211 Main Street
Truth or Consequences, NM 87901

SUBRECIPIENT GRANT
FY 2025/2026
3rd. QUARTER INVOICE

Date of Invoice: April 15, 2026

Invoice Amount: \$2,495.96
(\$ 715.10 Marketing)

Submit To: City of Truth or Consequences
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$6,500

Quarter Draw: \$2,495.96 Remaining Balance: \$560.96

Please send payment to: Sierra County Historical Society
211 Main Street
Truth or Consequences, NM 87901

Thank you,

Merry Jo Fahl, Treasurer
Phone No. (575) 740-7723

**SIERRA COUNTY
SENTINEL**

a subsidiary of GPK Media LLC
217 East Third Street, Truth or Consequences, NM 87901
575-894-3088 ~ 575-894-2400 ~ Fax: 575-894-3998
gpkmedia.com

Invoice

Invoice No.

4433

Date

11/13/25

P.O. Number

Bill To

Geronimo Springs Museum
211 Main Street
Truth or Consequences, NM 87901

Terms

Due Date

Net 15

11/28/25

Item	Description	Quantity	Rate	Amount
Print Ad	10/30: Craft Fair, 2x5	10	8.00	80.00T
Print Ad	11/6: Craft Fair, 2x5	10	8.00	80.00T
Print Ad	11/13: Craft Fair, 2x5	10	8.00	80.00T
			Subtotal	\$240.00
			Sales Tax (8.375%)	\$20.10
			Total	\$260.10

Pay this invoice on a secure system at:
<https://www.gpkmedia.com/paymybill/>

*Paid
11-24-2025
CK #3267*

SIERRA COUNTY
SENTINEL

a subsidiary of GPK Media LLC
217 East Third Street, Truth or Consequences, NM 87901
575-894-3088 ~ 575-894-2400 ~ Fax: 575-894-3998
gpkmedia.com

Invoice

Invoice No.
4899
Date
03/16/26
P.O. Number

Bill To
Geronimo Springs Museum 211 Main Street Truth or Consequences, NM 87901

Terms	Due Date
Net 15	03/31/26

Item	Description	Quantity	Rate	Amount
Print Ad	3/5: 2026 Annual Dinner & Fundraiser, 4x6.56	26.24	8.00	209.92T
Print Ad	3/12: 2026 Annual Dinner & Fundraiser, 4x6.56	26.24	8.00	209.92T
			Subtotal	\$419.84
			Sales Tax (8.375%)	\$35.16
			Total	\$455.00

Pay this invoice on a secure system at:
<https://www.gpkmedia.com/paymybill/>

Handwritten: P.O. # 3/30/2026 C. 2592 SW



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



Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
2/6/2026	PAID BY DRAFT
Billing Date	Penalty Date
1/22/2026	2/7/2026
Service From	Service To
12/17/2025	1/16/2026
Service Address	
211 MAIN ST	

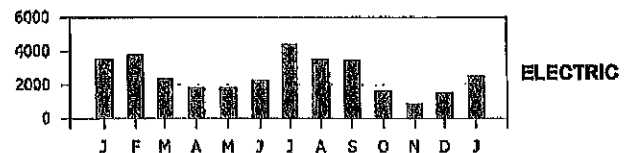
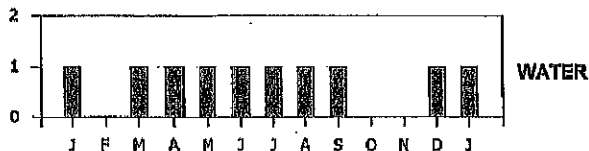
HISTORICAL SOCIETY
211 MAIN ST
TRUTH OR CONSEQ, NM 87901

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

	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	12/17/2025	191	1/16/2026	192	1
Elec					
Elec	12/19/2025	6,811	1/20/2026	9,333	2,522
Sew					
Ref					
Ref					

WATER-TOTAL CHARGE 18.91
ENERGY COST ADJ 156.62
EL TOTAL CHARGE 243.95
SEWER TOTAL CHARGE 19.54
TRASH CHARGE 50.22
TRASH CHARGE 25.10
Tax \$0.00
AMP Shortage (\$1,666.81)
AMP Adjustment (\$54.34)
CURRENT BILL \$460.00
AMOUNT DUE \$460.00

PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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

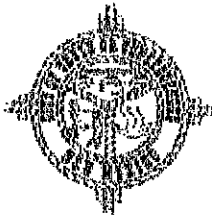


TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

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

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
2/6/2026	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	





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

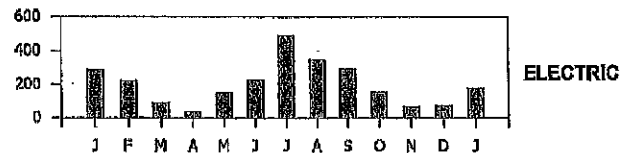
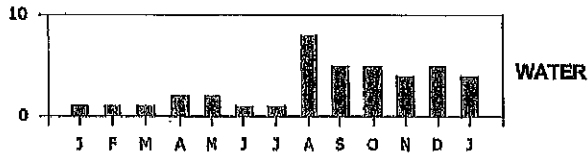


Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
2/6/2026	PAID BY DRAFT
Billing Date	Penalty Date
1/22/2026	2/7/2026
Service From	Service To
12/17/2025	1/16/2026
Service Address	
205 MAIN ST	

HISTORICAL SOCIETY
205 MAIN ST
TRUTH OR CONSEQ, NM 87901

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

PREVIOUS		CURRENT		USAGE	
DATE	READING	DATE	READING		
12/17/2025	45	1/16/2026	49	4	WATER TOTAL CHARGE
					ENERGY COST ADJ
					BL TOTAL CHARGE
12/19/2025	4,690	1/20/2026	4,866	176	SEWER TOTAL CHARGE
					Tax
					AMP SHORTAGE
				(\$93.42)	AMP Adjustment
					CURRENT BILL
					AMOUNT DUE
					\$80.00
					\$80.00
					PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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

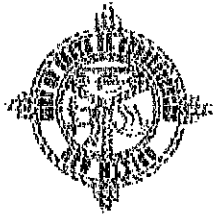


TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

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

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
2/6/2026	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	





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



Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
3/6/2026	PAID BY DRAFT
Billing Date	Penalty Date
2/19/2026	3/7/2026
Service From	Service To
1/16/2026	2/10/2026
Service Address	
205 MAIN ST	

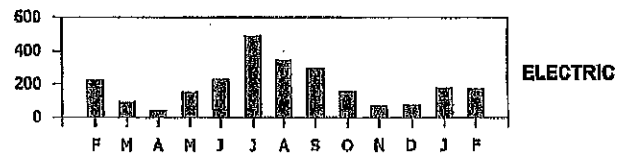
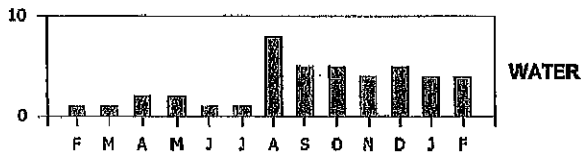
HISTORICAL SOCIETY
205 MAIN ST
TRUTH OR CONSEQ, NM 87901

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

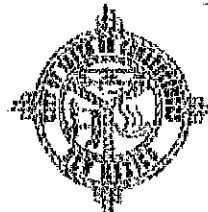
	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	1/16/2026	49	2/10/2026	53	4
Elec					
Elec	1/20/2026	4,866	2/18/2026	5,037	171
Sew					
AMP SHORTAGE					(\$121.06)

WATER TOTAL CHARGE	26.30
ENERGY COST ADJ	10.62
EL TOTAL CHARGE	35.18
SEWER TOTAL CHARGE	34.78
Tax	\$0.00
AMP Adjustment	(\$26.88)
CURRENT BILL	\$80.00
AMOUNT DUE	\$80.00

PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



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

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

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
3/6/2026	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	





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



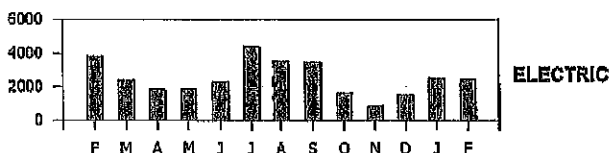
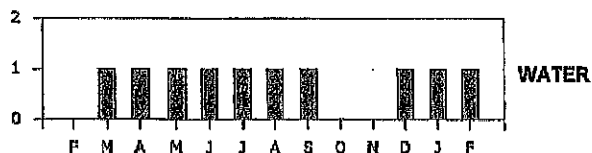
Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
3/6/2026	PAID BY DRAFT
Billing Date	Penalty Date
2/19/2026	3/7/2026
Service From	Service To
1/16/2026	2/10/2026
Service Address	
211 MAIN ST	

HISTORICAL SOCIETY
211 MAIN ST
TRUTH OR CONSEQ, NM 87901

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

PREVIOUS		CURRENT		USAGE		
DATE	READING	DATE	READING			
1/16/2026	192	2/10/2026	193	1	WATER TOTAL CHARGE	18.91
1/20/2026	9,333	2/18/2026	11,779	2,446	ENERGY COST ADJ	151.90
					EL TOTAL CHARGE	237.20
					SEWER TOTAL CHARGE	19.54
					TRASH CHARGE	50.22
					TRASH CHARGE	25.10
					Tax	\$0.00
					AMP SHORTAGE	(\$1,721.15)
					AMP Adjustment	(\$42.87)
					CURRENT BILL	\$460.00
					AMOUNT DUE	\$460.00

PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



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

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

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
3/6/2026	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	





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



Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
4/3/2026	PAID BY DRAFT
Billing Date	Penalty Date
3/19/2026	4/4/2026
Service From	Service To
2/10/2026	3/14/2026
Service Address	
205 MAIN ST	

HISTORICAL SOCIETY
205 MAIN ST
TRUTH OR CONSEQ, NM 87901

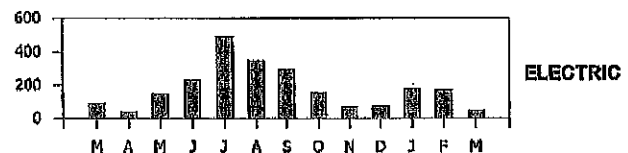
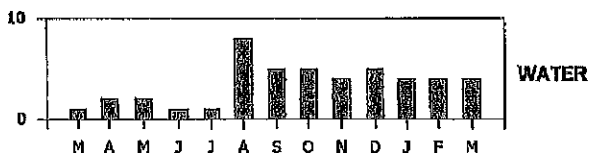
PREVIOUS BALANCE	\$80.00
PAYMENTS	(\$80.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

	PREVIOUS		CURRENT		USAGE
	DATE	READING	DATE	READING	
Wat	2/10/2026	53	3/14/2026	57	4
Elec					
Elec	2/18/2026	5,037	3/18/2026	5,084	47
Sew					

AMP SHORTAGE (\$147.94)

WATER TOTAL CHARGE	28.30
ENERGY COST ADJ	2.92
EL TOTAL CHARGE	24.17
SEWER TOTAL CHARGE	34.78
Tax	\$0.00
AMP Adjustment	(\$8.17)
CURRENT BILL	\$80.00
AMOUNT DUE	\$80.00

PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



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

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

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
4/3/2026	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	





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



Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
4/3/2026	PAID BY DRAFT
Billing Date	Penalty Date
3/19/2026	4/4/2026
Service From	Service To
2/10/2026	3/14/2026
Service Address	
211 MAIN ST	

HISTORICAL SOCIETY
211 MAIN ST
TRUTH OR CONSEQ, NM 87901

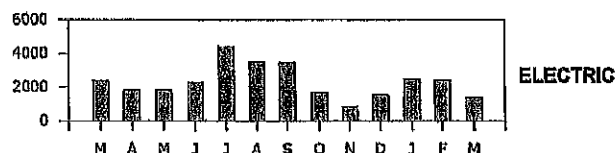
PREVIOUS BALANCE \$460.00
PAYMENTS (\$460.00)
PENALTIES \$0.00
ADJUSTMENTS \$0.00
PAST DUE AMOUNT \$0.00

	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	2/10/2026	193	3/14/2026	194	1
Elec					
Elec	2/18/2026	11,779	3/18/2026	13,179	1,400
Sew					
Ref					
Ref					

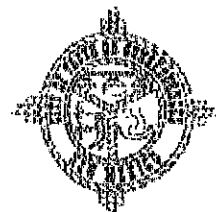
AMP SHORTAGE (\$1,764.02)

WATER TOTAL CHARGE 18.91
ENERGY COST ADJ 86.94
EL TOTAL CHARGE 144.32
SEWER TOTAL CHARGE 19.54
TRASH CHARGE 50.22
TRASH CHARGE 25.10
Tax \$0.00
AMP Adjustment \$114.97
CURRENT BILL \$460.00
AMOUNT DUE \$460.00

PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



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

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

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
4/3/2026	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	





New Mexico
GAS COMPANY®
AN EMERA COMPANY



PI 004710 - YNNNNNN

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

1301
RB



*Paid
ck # 2334
1-26-2026
SW*

Billing Date	13-JAN-2026
Due Date	05-FEB-2026
Amount Due	\$61.78
Account Number	044381212-0478466-3

Page 1 of 2

Bill Date	Account Number	Service Address
13-JAN-2026	044381212-0478466-3	211 MAIN ST T OR C, NM

Billing Summary	Payments Received Since Last Statement (Thank You)	\$34.60	
	Gas Service		Total
Current Charges	\$61.78		\$61.78
Total Amount Due			\$61.78

Please pay \$61.78 no later than FEB 05, 2026

Recognizing a Leak *There are ways to detect a natural gas leak besides the rotten egg odor. Visit www.nmgco.com/en/if_you_smell_gas to learn more. If you smell gas, get out immediately. From a safe distance call us at 1-888-664-2726, or 911.*

Meter Tampering *Only NMGC personnel and authorized first responders may perform work on or handle any NMGC gas meter. Unauthorized work or handling of the meter, including turning service on or off, is tampering, is dangerous, and may result in a penalty.*

How to Contact us	Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901	
	Telephone : 888-664-2726	
Call Center Hours	Monday - Friday : 7:30 AM - 6:00 PM	Website: www.nmgco.com
Payment Options	Pay by Phone : 1-833-894-1004	Pay Online: www.nmgco.com



Scan to Pay

Energy efficiency programs result in cost savings and benefit the environment. Visit our website www.nm800.com to learn more about our programs and rebates that may be available to you.

Bill Date

13-JAN-2026

Account Number

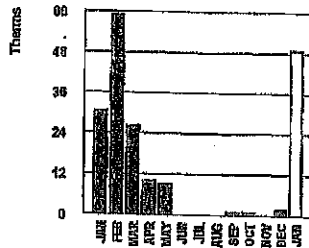
044881212-0478468

Service Address

211 MAIN ST
T OR C, NM

Page 2 of 2

Service # 200 GAS



GRAPH DISPLAYED IN THERMS
Average cost per day was \$1.53
Average use per day was 1.52 therms

Meter Number	Meter Reading	Meter Read Date	Days Billed	Meter Readings Present	Meter Readings Previous	Meter Constant	CCF Used	Conversion Factor	Therms
1924418	Actual	13-JAN-2026	32	4572	4517	x 1.000	= 55.000	x 0.886500	= 48.767

Sales, T&D, Gen Svc, Small Vol GB2A

Transmission

48.768 Therms @ \$0.0919000 \$4.48

Cost of Gas 19 DAYS-DEC

28.950 Therms @ \$0.4472000 \$12.95

Cost of Gas 13 DAYS-JAN

19.808 Therms @ \$0.1808000 \$3.58

Weather Adjustment

48.768 Therms @ \$0.0072000 \$0.35

Distribution

48.768 Therms @ \$0.0907000 \$4.42

Access Fee

\$31.76

Gas Energy Efficiency Fee

\$1.85

Pipeline Safety Fee

\$1.18

Franchise Fees

\$1.22

Total Current Gas Charges

\$61.78

The FEB cost of gas is estimated to be \$0.23380/therm. For updated prices call 888-NM-GAS-CO (888-664-2726).
Based on last year's usage your next gas bill is estimated to be between \$64.29 and \$71.06.

A Little Change About Change: The U.S. Department of Treasury is no longer making pennies, so we're making a small change as a result. Starting soon, if exact change is not available when a customer makes a cash payment, the account will reflect the actual payment made, and any credit or debit for the remaining pennies (less than five cents) will be reflected on your next bill. For more information, please call us at 1-888-664-2726.



New Mexico
GAS COMPANY®
AN EMERA COMPANY

Billing Date	12-FEB-2026
Due Date	06-MAR-2026
Amount Due	\$55.67
Account Number	044381212-0478466-3



PI 004703 - YNNNNNNN

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

1301
RB



paid
CH#2363
2-26-2026
SW

Page 1 of 2

Bill Date	Account Number	Service Address
12-FEB-2026	044381212-0478466-3	211 MAIN ST T OR C, NM

Billing Summary	Payments Received Since Last Statement (Thank You)	\$61.78	
	Gas Service	\$55.67	Total
Current Charges			\$55.67
Total Amount Due			\$55.67

Please pay \$55.67 no later than MAR 06, 2026

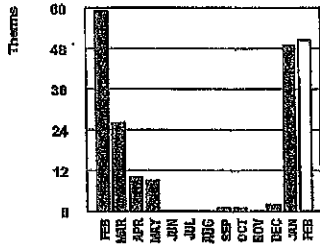
Ways to Pay *There are a variety of ways to pay your bill. You can pay by phone, electronically, or in person at any of our 22 payment centers. Visit www.nmgco.com/en/pay_my_bill to learn more.*

Winter Tips *Want to save on your energy bills? For a list of helpful tips and suggestions to help you lower your bill and reduce usage, check out www.nmgco.com/en/winter_heating*

How to Contact us	Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901	 Scan to Pay
	Telephone : 888-664-2726	
Call Center Hours	Monday - Friday : 7:30 AM - 6:00 PM	
Payment Options	Pay by Phone : 1-833-894-1004	
	Website: www.nmgco.com	
	Pay Online: www.nmgco.com	

Bill Date: 12-FEB-2026
 Account Number: 044381212 0478466 3
 Service Address: 211 MAIN ST
 T OR C, NM

Service # 200 GAS



GRAPH DISPLAYED IN THERMS
 Average cost per day was \$1.85
 Average use per day was 1.68 therms

Meter Number	Meter Reading	Meter Read Date	Days Billed	Meter Present	Readings Previous	Meter Constant	CCF Used	Conversion Factor	Therms
1924418	Actual	12-FEB-2026	30	4629	- 4572	X 1,000	= 57.000	X 0.884100	= 50.393

Sales, T&D, Gen Svc, Small Vol GB2A

Transmission	60.394 Therms @	\$0.0819000	\$4.83
Cost of Gas 18 DAYS-JAN	30.236 Therms @	\$0.1806000	\$5.47
Cost of Gas 12 DAYS-FEB	20.158 Therms @	\$0.2338000	\$4.71
Weather Adjustment	50.394 Therms @	\$0.0072000	\$0.36
Distribution	50.394 Therms @	\$0.0907000	\$4.57
Access Fee			\$31.76
Gas Energy Efficiency Fee			\$1.91
Pipeline Safety Fee			\$1.19
Franchise Fees			\$1.09

Total Current Gas Charges \$55.67

The MAR cost of gas is estimated to be \$0.26340/therm. For updated prices call 888-NM-GAS-CO (888-664-2726).
 Based on last year's usage your next gas bill is estimated to be between \$43.08 and \$47.62.



New Mexico
GAS COMPANY
AN EMERA COMPANY

*Paid
3/30/2026
Chk# 2391
SW*

Billing Date	16-MAR-2026
Due Date	08-APR-2026
Amount Due	\$43.41
Account Number	044381212-0478466-3



P: 004702 - YNNNNNNN

GERONIMO SPRINGS MUSEUM

211 MAIN ST

T or C NM 87901-2838

1301
RB



Page 1 of 2

Bill Date	Account Number	Service Address
16-MAR-2026	044381212-0478466-3	211 MAIN ST T OR C, NM

Billing Summary	Payments Received Since Last Statement (Thank You)	\$55.67	
	Gas Service		Total
Current Charges	\$43.41		\$43.41
Total Amount Due			\$43.41

Please pay \$43.41 no later than APR 08, 2026

- Gas Emergencies** If you smell gas (a rotten egg odor) or suspect a gas leak, don't delay - get away! Call our emergency line anytime day or night at 1-888-664-2726 or 911.
- Beware of Scams** Customers have reported scams where they were pressured by callers to pay past-due bills. To verify authenticity, call 1-888-664-2726.
- Energy Efficiency** Automate your home energy use and earn a \$50 rebate on a new smart thermostat. Visit nmgcgetrebates.com/smart-thermostat to learn more.

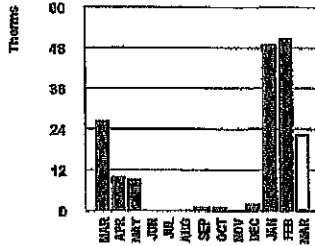
How to Contact us	Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901
	Telephone : 888-664-2726
Call Center Hours	Monday - Friday : 7:30 AM - 6:00 PM
Payment Options	Pay by Phone : 1-833-894-1004
	Website: www.nmgco.com
	Pay Online: www.nmgco.com



Scan to Pay

Bill Date	Account Number	Service Address
16-MAR-2026	044381212-0478466-3	211 MAIN ST T OR C, NM

Service # 200 GAS



GRAPH DISPLAYED IN THERMS
Average cost per day was \$1.35
Average use per day was 0.69 therms

Meter Number	Meter Reading	Meter Read Date	Days Billed	Meter Present	Readings Previous	Meter Constant	CCF Used	Conversion Factor	Therms	
1924418	Actual	24-FEB-2026	12	4648	-	4629	x 1.000 =	19.000	x 0.884500 =	16.805
1993339	Actual	16-MAR-2026	20	6	-	0	x 1.000 =	8.000	x 0.884500 =	5.307

Sales, T&D, Gen Svc, Small Vol GB2A

Transmission	22.113 Therms @	\$0.0919000	\$2.03
Cost of Gas 16 DAYS-FEB	11.057 Therms @	\$0.2338000	\$2.59
Cost of Gas 16 DAYS-MAR	11.067 Therms @	\$0.1813000	\$2.00
Weather Adjustment	22.113 Therms @	\$0.0072000	\$0.16
Distribution	22.113 Therms @	\$0.0907000	\$2.01
Access Fee			\$31.75
Gas Energy Efficiency Fee			\$0.84
Pipeline Safety Fee			\$1.18
Franchise Fees			\$0.85
Total Current Gas Charges			\$43.41

The APR cost of gas is estimated to be \$0.01020/therm. For updated prices call 888-NM-GAS-CO (888-664-2726).
Based on last year's usage your next gas bill is estimated to be between \$35.93 and \$39.72.

APPROVED

W 4/8/26

PO 82399

The Club
1300 S. Broadway
T or C, NM 87901

**SUBRECIPIENT GRANT
FY 2025/2026
3rd QUARTER INVOICE**

Date of Invoice: 4/6/26

Invoice Amount: \$2,500

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$10,000

Quarter Draw: \$2,500

Please send payment to: *The Club*
1300 S. Broadway
T or C, NM 87901

Thank you,



Charis Baxter
505-446-0030

SUBRECIPIENT QUARTERLY REPORT

FY: 2025/2026

ORGANIZATION: The Club

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

ALLOCATION: \$10,000

(FY Allotment)

\$2,500

(Quarterly Draw)

QUARTER: 3rd

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

SUBMITTED BY: Charis Baxter

Print Name



Signature

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

Program Overview

During the third quarter, The Club continued to provide safe, structured out-of-school time programming for teens across Sierra County. Subrecipient funding supported staffing, enrichment materials, and operational needs that ensured consistent, high-quality services. Programming focused on academic support, enrichment, social-emotional learning, and family engagement.

Participation & Attendance

- **Total youth served:** 66 unduplicated participants
- **Average Daily Attendance (ADA):** 20
- **Age range:** 12–18

City support helped maintain stable attendance and ensured youth had access to a safe, supervised environment during critical hours.

Key Services Provided

- **Academic Support:** Daily homework help, tutoring, and targeted middle school interventions in math, reading, and executive functioning.
- **Enrichment:** STEM (robotics, coding, science labs), arts (visual arts, music, creative writing), leadership groups.
- **Social-Emotional Learning:** Weekly SEL lessons and activities promoting communication, teamwork, and conflict resolution.

Family & Community Engagement

- Ongoing collaboration with schools, behavioral health providers, and local agencies

These efforts strengthened family connections and increased community trust in youth services.

Use of City Funds

City funding supported:

- Curriculum and enrichment materials
 - Transportation support
 - Facility operations and safety improvements
 - Training for staff on STEM curriculum for use with teens
-

Outcomes & Impact

City investment contributed to:

- Safe, supervised OST programming for 86 youth
 - Improved academic engagement through daily tutoring
 - Expanded enrichment opportunities that build skills and confidence
 - Stronger family engagement and community partnerships
-



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: E.1

SUBJECT: Discussion/Update: T or C Municipal Airport Presentation

DEPARTMENT: Community Development

DATE SUBMITTED: December 11, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chad Rosacker – Tech-45 Airport Management

Summary/Background:

Update and Presentation of Municipal Airport Operations

Recommendation:

Attachments:

-
-

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 4-22-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: E.2

SUBJECT: Discussion/Action: Accept the Notice of Award for ITB #2026-01-008 CDBG Water Meter Replacement Project and Execute Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: April 17, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Based on the information provided and the available funding, the lowest responsible bidder is TLC Company, Inc. We recommend the construction contract for the Water Meter Replacement Project be awarded to TLC Company, Inc. for a total contract amount of \$708,090.82 with NMGR.

Recommendation:

Award ITB #2026-01-008 Water Meter Replacement Project to TLC Company as presented and authorize execution of the contract agreement and applicable documents

Attachments:

- Legal Notice – Invitation to Bid
- Engineer Recommendation of Award
- Contract Agreement

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 4-22-26

NOTICE OF INVITATION TO BID

PRE-BID INFORMATION
Section 00021

COMMODITY CODES: 91300, 91338, 91340, 91356, 91360, 91392

Competitive sealed bids will be received by the Owner for re-construction of approximately 956 water meters, 944 water meter lid replacements, removal & replacements of 12 water meter boxes, and 19 square feet of sidewalk removal and replacement. The project is located approximately at Latitude: 33.134, Longitude: 107.25.

for ITB N°. 2026-01-008 Project No.: **CDBG No. 22-C-NR-I-01-G-01**

Project: Truth or Consequences Water Meter Replacement Project

Bids for the construction of the project will be received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, until Thursday March 12, 2026, at 2:00 PM local time. At 2:15 PM MST, on Thursday March 12, 2026, the bids will be moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM and will be publicly opened and read.

Complete sets of the bidding documents in electronic Adobe Portable Document Format (pdf) may be viewed or downloaded through the online Plan Room at: <https://www.wilsoncoplanroom.com/> at no charge. Contractors, subcontractors, suppliers, etc. must register or log-in to view and/or download bidding documents.

Prospective bidders must attend a mandatory Pre-Bid Conference which will be held at the City of Truth or Consequences Commission Chambers, 405 W 3rd St., Truth or Consequences, NM 87901 on February 19th, 2026, at 10:00 a.m. Deadline for questions, Thursday, March 5, 2026 @ 2:00 PM MDT

This Project is funded in whole or in part by a grant from the state of New Mexico Small Cities Community Development Block Grant Program and is subject to requirements of the United States Department of Housing and Urban Development and the funding agency.

Purchasing Agent:

Carlos Miyagishima, CPO

Date: 11/12/2025

(FOR OWNER USE ONLY)

Newspaper:	<u>GPK/ Sentinel</u>	Publish:	<u>January 29th, 2026</u>
Newspaper:	<u>Albuquerque Journal</u>	Publish:	<u>January 29th, 2026</u>
Newspaper:	<u>Las Cruces Sun News</u>	Publish:	<u>January 29th, 2026</u>

(Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978)

March 24, 2026

Jocelyn Holguin
Finance Director/ CPO
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: Recommendation of Award, City of Truth or Consequences Water Meter Replacement Project

Bids were received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, on Thursday, March 12th, 2026, until 2:00 pm MST local time. At 2:14 pm MST, March 12th, 2026, the bids were moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM to be publicly opened and read. The following bids were received and are presented in the order in which they were opened:

No.	Company	Base Bid (excl. NMGR)	Additive Alternative 1 (excl. NMGR)	Additive Alternative 2 (excl. NMGR)	Additive Alternative 3 (excl. NMGR)
1	Marrow Enterprises, Inc.	\$776,921.00	\$128, 600.00	\$128, 600.00	\$128, 600.00
2	Sierra Valley Contractors LLC	\$563,970.17	\$93,910.00	\$93,910.00	\$93,910.00
3	KE & G Construction, Inc.	\$773,291.00	\$110,000.00	\$110,000.00	\$110,000.00
4	J29 Enterprises LLC	\$702,062.40	\$110,670.00	\$110,670.00	\$110,670.00
5	File Construction LLC	\$701,215.70	\$119,792.00	\$119,792.00	\$119,792.00
6	J&S Plumbing and Heating LLC	\$852,956.00	\$150,000.00	\$150,000.00	\$150,000.00
7	Sanchez Demolition	\$718,341.00	\$150,346.00	\$150,346.00	\$150,346.00
8	TLC Company, Inc.	\$557,771.00	\$95,600.00	\$95,600.00	\$95,600.00
9	Jocelyn Water and Sewer, LLC	\$571,243.00	\$87,600.00	\$87,600.00	\$87,600.00

A complete tabulation of bids is attached. The evaluation of the bid is based on the Base Bid + Additive Alternative 1. Nine bids were received from Marrow Enterprises Inc., Sierra Valley Contractors LLC, KE & G Construction Inc., J29 Enterprises LLC, File Construction LLC, J&S Plumbing and Heating LLC, Sanchez Demolition, TLC Company Inc., and Jocelyn Water and Sewer LLC. The low bidder was TLC Company, Inc. based on the Base Bid.

Wilson and Company has reviewed the bid for the following information:

- The Bid Proposal was signed by an individual duly authorized to bind the company.
- TLC Company, Inc. acknowledged receipt of all addendums.
- TLC Company, Inc. is a licensed contractor in the State of New Mexico in good standing.

Included with the signed Bid Proposal form, TLC Company, Inc. submitted the following:

- A. Bid Bond
- B. Bid Security with Agents Affidavit
- C. Subcontractors Listing & NMDWS Registration Form
- D. Form 950.1 Certification of Bidder Regarding Equal Employment Opportunity
- E. Certification of Bidder Regarding Section 3 and Segregated Facilities
- F. Section 3 Plan
- G. Table A: Proposed Subcontractor Breakdown
- H. Table B: Estimated Project Workforce Breakdown
- I. Active or "in progress" status in the System of Award Management (sam.gov) for contractor and subcontractor(s).

Based on the information provided and the available funding, the lowest responsible bidder is TLC Company, Inc. We, therefore, recommend the construction contract for the City of Truth or Consequences Water Meter Replacement Project, Base Bid + Additive Alternative 1, be awarded to TLC Company, Inc. for a total contract award amount of \$653,371.00, excluding NMGRT. With the NMGRT (rate of 8.375%) of \$54,719.82, for a total contract amount of \$708,090.82 with NMGRT. We recommend verifying the obligated funding amounts with the New Mexico Department of Finance prior to awarding any portion of the project.

Sincerely,



Mark A. Nasi, PE

Sr. Water/Wastewater Project Manager
Wilson & Company, Inc., Engineers & Architects

Enclosures:

Project Bid Tabulation
Required Bid Documents Checklist
Sign-In Sheet

CC:

Gary Whitehead, City Manager, City of Truth or Consequences
Traci Alvarez, Asst City Manager, City of Truth or Consequences
Carlos Miyagishima, Chief Procurement Officer, City of Truth or Consequences

Project Name	Water Meter Replacement Project
Project #	230515800
City	Tulsa Co - Consequences
PM	Mark Neal PE

Bid Tabulation

ENGINEERS ESTIMATE					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST
GENERAL					
1	Mobilization & Demobilization	LS	1	\$11,801.00	\$11,801.00
2	Traffic Control	LS	1	\$2,361.00	\$2,361.00
3	Materials Testing	ALLOW	1	\$4,721.00	\$4,721.00
4	Maintenance Agreement	ALLOW	1	\$15,000.00	\$15,000.00
WATERLINE					
5	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Inspector Kit - RF Meas. (M1163)	EA	956	\$345.00	\$329,820.00
6	Water Meter Box Remove & Replace, Inrd Connectors, (M1163)	EA	12	\$2,300.00	\$28,200.00
7	Replace Meter Lid: NICOR, 12.5 Type C	EA	944	\$60.00	\$56,640.00
8	Remove and Replace Sidewalk @ Services, CIP	SF	10	\$90.00	\$1,710.00
CONSTRUCTION COST SUBTOTAL					\$450,255.00
INMGRT (8.33%)					\$37,708.00
TOTAL ESTIMATED CONSTRUCTION COSTS					\$487,964.00
ADDITIVE ALTERNATIVE 1					
WATERLINE					
9	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Inspector Kit - RF Meas. (M1163)	EA	200	\$345.00	\$69,000.00
CONSTRUCTION COST SUBTOTAL					\$69,000.00
INMGRT (8.33%)					\$5,778.00
TOTAL ALTERNATIVE 1 COSTS					\$74,778.00
ADDITIVE ALTERNATIVE 2					
WATERLINE					
10	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Inspector Kit - RF Meas. (M1163)	EA	200	\$345.00	\$69,000.00
CONSTRUCTION COST SUBTOTAL					\$69,000.00
INMGRT (8.33%)					\$5,778.00
TOTAL ALTERNATIVE 2 COSTS					\$74,778.00
ADDITIVE ALTERNATIVE 3					
WATERLINE					
11	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Inspector Kit - RF Meas. (M1163)	EA	200	\$345.00	\$69,000.00
CONSTRUCTION COST SUBTOTAL					\$69,000.00
INMGRT (8.33%)					\$5,778.00
TOTAL ALTERNATIVE 3 COSTS					\$74,778.00
TOTAL ESTIMATED CONSTRUCTION COSTS + ADDITIVE ALTERNATIVES COST:					\$712,381.00

HAWK ENTERPRISES, INC.			
BASE BID			
Hawker Enterprises, Inc. Unit Price	Hawker Enterprises, Inc. Bid Amount	Calculated	
GENERAL			
	\$18,125.00	\$18,125.00	
	\$6,278.00	\$6,278.00	
	\$4,721.00	\$4,721.00	
	\$15,000.00	\$15,000.00	
WATERLINE			
	\$643.00	\$614,708.00	
	\$1,216.00	\$14,582.00	
	\$107.00	\$101,000.00	
SIDEWALK			
	\$131.00	\$2,489.00	
	\$779,881.00	\$779,881.00	
	\$85,967.13	\$85,967.13	
	\$641,988.13	\$641,988.13	
ADDITIVE ALTERNATIVE 1			
WATERLINE			
	\$643.00	\$128,600.00	
	\$128,600.00	\$128,600.00	
	\$107,292.25	\$107,292.25	
	\$139,370.25	\$139,370.25	
ADDITIVE ALTERNATIVE 2			
WATERLINE			
	\$643.00	\$128,600.00	
	\$128,600.00	\$128,600.00	
	\$107,292.25	\$107,292.25	
	\$139,370.25	\$139,370.25	
ADDITIVE ALTERNATIVE 3			
WATERLINE			
	\$643.00	\$128,600.00	
	\$128,600.00	\$128,600.00	
	\$107,292.25	\$107,292.25	
	\$139,370.25	\$139,370.25	
TOTAL ESTIMATED CONSTRUCTION COSTS + ADDITIVE ALTERNATIVES COST:			
	\$1,260,098.88	\$1,260,098.88	

SERRA VALLEY CONTRACTORS LLC			
BASE BID			
Serra Valley Contractors LLC Unit Price	Serra Valley Contractors LLC Bid Amount	Calculated	
GENERAL			
	\$2,002.19	\$2,002.19	
	\$2,409.68	\$2,409.68	
	\$4,721.00	\$4,721.00	
	\$15,000.00	\$15,000.00	
WATERLINE			
	\$457.62	\$437,484.72	
	\$840.90	\$10,081.04	
	\$90.34	\$85,280.94	
SIDEWALK			
	\$353.77	\$6,720.68	
	\$653,879.17	\$653,879.17	
	\$61,433.13	\$61,433.13	
	\$611,320.67	\$611,320.67	
ADDITIVE ALTERNATIVE 1			
WATERLINE			
	\$469.55	\$93,910.00	
	\$93,910.00	\$93,910.00	
	\$7,064.96	\$7,064.96	
	\$101,774.96	\$101,774.96	
ADDITIVE ALTERNATIVE 2			
WATERLINE			
	\$469.55	\$93,910.00	
	\$93,910.00	\$93,910.00	
	\$7,064.96	\$7,064.96	
	\$101,774.96	\$101,774.96	
ADDITIVE ALTERNATIVE 3			
WATERLINE			
	\$469.55	\$93,910.00	
	\$93,910.00	\$93,910.00	
	\$7,064.96	\$7,064.96	
	\$101,774.96	\$101,774.96	
TOTAL ESTIMATED CONSTRUCTION COSTS + ADDITIVE ALTERNATIVES COST:			
	\$716,527.06	\$716,527.06	

KEAG CONSTRUCTION, INC.			
BASE BID			
KEAG Construction, Inc. Unit Price	KEAG Construction, Inc. Bid Amount	Calculated	
GENERAL			
	\$64,960.00	\$64,960.00	
	\$4,000.00	\$4,000.00	
	\$4,721.00	\$4,721.00	
	\$15,000.00	\$15,000.00	
WATERLINE			
	\$540.00	\$523,070.00	
	\$330.00	\$3,720.00	
	\$120.00	\$113,280.00	
SIDEWALK			
	\$350.00	\$6,650.00	
	\$753,521.00	\$753,521.00	
	\$61,433.13	\$61,433.13	
	\$754,794.13	\$754,794.13	
ADDITIVE ALTERNATIVE 1			
WATERLINE			
	\$550.00	\$110,000.00	
	\$110,000.00	\$110,000.00	
	\$9,200.00	\$9,200.00	
	\$119,200.00	\$119,200.00	
ADDITIVE ALTERNATIVE 2			
WATERLINE			
	\$550.00	\$110,000.00	
	\$110,000.00	\$110,000.00	
	\$9,200.00	\$9,200.00	
	\$119,200.00	\$119,200.00	
ADDITIVE ALTERNATIVE 3			
WATERLINE			
	\$550.00	\$110,000.00	
	\$110,000.00	\$110,000.00	
	\$9,200.00	\$9,200.00	
	\$119,200.00	\$119,200.00	
TOTAL ESTIMATED CONSTRUCTION COSTS + ADDITIVE ALTERNATIVES COST:			
	\$1,302,344.63	\$1,302,344.63	

J29 ENTERPRISES LLC			
BASE BID			
J29 Enterprises LLC Unit Price	J29 Enterprises LLC Bid Amount	Calculated	
GENERAL			
	\$77,710.00	\$77,710.00	
	\$1,910.00	\$1,910.00	
	\$4,721.00	\$4,721.00	
	\$15,000.00	\$15,000.00	
WATERLINE			
	\$113.60	\$439,460.80	
	\$767.00	\$8,484.00	
	\$108.35	\$100,040.40	
SIDEWALK			
	\$67.60	\$1,189.40	
	\$750,621.00	\$750,621.00	
	\$15,568.80	\$15,568.80	
	\$756,190.10	\$756,190.10	
ADDITIVE ALTERNATIVE 1			
WATERLINE			
	\$550.30	\$110,070.00	
	\$110,070.00	\$110,070.00	
	\$9,200.00	\$9,200.00	
	\$119,270.00	\$119,270.00	
ADDITIVE ALTERNATIVE 2			
WATERLINE			
	\$550.30	\$110,070.00	
	\$110,070.00	\$110,070.00	
	\$9,200.00	\$9,200.00	
	\$119,270.00	\$119,270.00	
ADDITIVE ALTERNATIVE 3			
WATERLINE			
	\$550.30	\$110,070.00	
	\$110,070.00	\$110,070.00	
	\$9,200.00	\$9,200.00	
	\$119,270.00	\$119,270.00	
TOTAL ESTIMATED CONSTRUCTION COSTS + ADDITIVE ALTERNATIVES COST:			
	\$1,128,006.32	\$1,128,006.32	

FILE CONSTRUCTION LLC			
BASE BID			
File Construction LLC Unit Price	File Construction LLC Bid Amount	Calculated	
GENERAL			
	\$96,508.00	\$96,508.00	
	\$2,088.30	\$2,088.30	
	\$4,721.00	\$4,721.00	
	\$15,000.00	\$15,000.00	
WATERLINE			
	\$501.60	\$479,520.00	
	\$1,272.10	\$15,265.20	
	\$87.60	\$80,040.00	
SIDEWALK			
	\$179.40	\$1,408.60	
	\$750,213.70	\$750,213.70	
	\$15,729.81	\$15,729.81	
	\$759,942.51	\$759,942.51	
ADDITIVE ALTERNATIVE 1			
WATERLINE			
	\$506.36	\$119,791.37	
	\$119,791.37	\$119,791.37	
	\$9,200.00	\$9,200.00	
	\$129,020.55	\$129,020.55	
ADDITIVE ALTERNATIVE 2			
WATERLINE			
	\$506.36	\$119,791.37	
	\$119,791.37	\$119,791.37	
	\$9,200.00	\$9,200.00	
	\$129,020.55	\$129,020.55	
ADDITIVE ALTERNATIVE 3			
WATERLINE			
	\$506.36	\$119,791.37	
	\$119,791.37	\$119,791.37	
	\$9,200.00	\$9,200.00	
	\$129,020.55	\$129,020.55	
TOTAL ESTIMATED CONSTRUCTION COSTS + ADDITIVE ALTERNATIVES COST:			
	\$1,149,434.21	\$1,149,434.21	

			ENGINEERS ESTIMATE		
BASE BID					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST
GENERAL					
1	Mobilization & Demobilization	LS	1	\$11,803.00	\$11,803.00
2	Traffic Control	LS	1	\$2,361.00	\$2,361.00
3	Materials Testing	ALLOW	1	\$4,721.00	\$4,721.00
4	Maintenance Agreement	ALLOW	1	\$15,000.00	\$15,000.00
WATERLINE					
5	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Inspector Kit - RF Meas. (M1163)	EA	956	\$345.00	\$329,820.00
6	Water Meter Box Remove & Replace, Inrd Connectors, (M1163)	EA	12	\$2,300.00	\$28,200.00
7	Replace Meter Lid: NICOR, 12.5 Type C	EA	944	\$60.00	\$56,640.00
SIDEWALK					
8	Remove and Replace Sidewalk @ Services, CIP	SF	10	\$90.00	\$1,710.00
CONSTRUCTION COST SUBTOTAL					\$450,355.00
INMGRT (8.33%)					\$37,708.00
TOTAL ESTIMATED CONSTRUCTION COSTS					\$488,063.00
ADDITIVE ALTERNATIVE 1					
WATERLINE					
9	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Inspector Kit - RF Meas. (M1163)	EA	200	\$345.00	\$69,000.00
CONSTRUCTION COST SUBTOTAL					\$69,000.00
INMGRT (8.33%)					\$5,738.00
TOTAL ALTERNATIVE 1 COSTS					\$74,738.00
ADDITIVE ALTERNATIVE 2					
WATERLINE					
10	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Inspector Kit - RF Meas. (M1163)	EA	200	\$345.00	\$69,000.00
CONSTRUCTION COST SUBTOTAL					\$69,000.00
INMGRT (8.33%)					\$5,738.00
TOTAL ALTERNATIVE 2 COSTS					\$74,738.00
ADDITIVE ALTERNATIVE 3					
WATERLINE					
11	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Inspector Kit - RF Meas. (M1163)	EA	200	\$345.00	\$69,000.00
CONSTRUCTION COST SUBTOTAL					\$69,000.00
INMGRT (8.33%)					\$5,738.00
TOTAL ALTERNATIVE 3 COSTS					\$74,738.00

BID OPENING CHECKLIST FORM



PROJECT NAME: City of Truth or Consequences Water Meter Replacement Project

BID OPENING DATE & TIME: Thursday, March 12th at 2:14PM

NOTE: IMPORTANT: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left-hand side of the front of the envelope.

No.	Bidders Name	Addendum #1-#2 Received	Attended Mandatory Pre-Bid Meeting		New Mexico License No.		A. Bid Bond		B. Bid Security with Agent's Affidavit		C. Subcontractors Listing & NMDWS Registration Form		D. Form 950.1 Certification of Bidder Regarding Equal Employment Opportunity		E. Certification of Bidder Regarding Section 3 and Segregated Facilities		F. Section 3 Plan		G. Table A Proposed Subcontracts Breakdown		H. Table B Estimated Project Workforce Breakdown		I. Active or "in progress" status in the System of Award Management (sam.gov) for contractor and subcontractor(s)		TOTAL BASE BID	TOTAL ADDITIVE ALTERNATIVE 1	TOTAL ADDITIVE ALTERNATIVE 2	TOTAL ADDITIVE ALTERNATIVE 3
			Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	AMMOUNT	AMMOUNT	AMMOUNT	AMMOUNT
1	Marrow Enterprises, Inc.	X	X		X		X		X		X		X		X		X		X		X			X	\$776,921.00	\$128,600.00	\$128,600.00	\$128,600.00
2	Sierra Valley Contractors LLC	X	X		X		X		X		X		X		X		X		X		X			X	\$563,970.17	\$93,910.00	\$93,910.00	\$93,910.00
3	KE & G Construction, Inc.		X		X		X		X		X		X		X		X		X		X			X	\$773,291.00	\$110,000.00	\$110,000.00	\$110,000.00
4	J29 Enterprises LLC		X		X		X		X		X		X		X		X		X		X		X		\$700,521.60	\$110,670.00	\$110,670.00	\$110,670.00
5	File Construction LLC	X	X		X		X		X		X		X		X		X		X		X		X		\$701,215.70	\$119,791.37	\$119,791.37	\$119,791.37
6	J&S Plumbing and Heating LLC	X	X		X		X		X		X		X		X		X		X		X			X	\$852,956.00	\$150,000.00	\$150,000.00	\$150,000.00
7	Sanchez Demolition	X	X		X		X		X		X		X		X		X		X		X			X	\$718,341.00	\$150,346.00	\$150,346.00	\$150,346.00
8	TLC Company Inc.	X	X		X		X		X		X		X		X		X		X		X		X		\$557,771.00	\$95,600.00	\$95,600.00	\$95,600.00
9	Jocelyn Water and Sewer, LLC	X	X		X		X		X		X		X		X		X		X		X		X		\$571,243.00	\$87,600.00	\$87,600.00	\$87,600.00

PROJECT ENGINEER Mark Nagi, P.E.
DATE 3/12/2026

CITY OF TRUTH OR CONSEQUENCES
WATER METER REPLACEMENT PROJECT
MARCH 12TH, 2026 AT 2:00 PM
BID OPENING MEETING
ATTENDANCE SHEET
(PLEASE PRINT CLEARLY, FOR THE RECORD)

NAME	REPRESENTING	EMAIL ADDRESS	PHONE
1. <u>Matthew Beck</u>	<u>J&S Plumbing</u>	<u>JandSplumbingtg@gmail.com</u>	<u>575 538 2973</u>
2. <u>Michael Tarr</u>	<u>J29 Enterprises</u>	<u>rcorona@J29Enterprises.com</u>	<u>575-650-2258</u>
3. <u>Xambro Sanchez</u>	<u>Sanchez Demolition, INC</u>	<u>Sanchezdemolition@gmail.com</u>	<u>505 864 7551</u>
4. <u>Steven Warren</u>	<u>Morrow Enterprises Inc</u>	<u>Bids@morrownm.com</u>	<u>575-826-1178</u>
5. <u>Alberto Herrera</u>	<u>TLC company</u>	<u>avherrera@speardnm.com</u>	<u>(505) 389-3859</u>
6. <u>Anthony Chavez</u>	<u>Sierra Valley Contractors</u>	<u>sierravalleycontractors@att.net</u>	<u>575-740-6017</u>
7. <u>Antonio Moreno</u>	<u>KEGG Construction</u>	<u>amoreno@kegtus.com</u>	<u>520-633-9927</u>
8. <u>Laine</u>	<u>File Construction</u>	<u>lcruz@fconst.com</u>	<u>505) 400-3611</u>
9. <u>Jamie Foreman</u>	<u>Tarc Water</u>	<u>JForeman@Tarc.gov</u>	<u>575 740 5995</u>
10. <u>Jeremy Jocelyn</u>	<u>Jocelyn Water and Sewer</u>	<u>JocelynWandS@outlook.com</u>	<u>612-607-9306</u>

CITY OF TRUTH OR CONSEQUENCES
WATER METER REPLACEMENT PROJECT
MARCH 12TH, 2026 AT 2:00 PM
BID OPENING MEETING
ATTENDANCE SHEET
(PLEASE PRINT CLEARLY, FOR THE RECORD)

**WILSON
& COMPANY**

	NAME	REPRESENTING	EMAIL ADDRESS	PHONE
11.	Mark Nasi	Wilson & Company	mark.nasi@wilsonco.com	505 379 5406
12.	Sonya Shanbhag	WCI	sonya.shanbhag@wilsonco.com	(575) 386-9904
13.	Carlos Miyagishima	City of TorC	cmiyagishima@torcnm.gov	
14.	Traci Alvarez	City of TorC	talvarez@torcnm.gov	575-952-0565
15.	Tiffany Goolsby	SCCOG	tigooolsby@scog-nm.com	
16.	Jocelyn Holguin	City of TorC	jholguin@torcnm.gov	575-740-7323
17.				
18.				
19.				

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT FORMS - LUMP SUM PRICE OR UNIT PRICE
Section 00510



Contract No. 22-C-NR-I-01-G-01

[Disclaimer: Changes and/or modifications made to this document, other than the typical construction items for which the contractor is bidding and/or will contract for, without the written consent of the Local Government Division, DFA shall render this document null and void]

This Agreement entered into this _____ day of _____, 20____, by and between the parties as follows:

THE OWNER:

City of Truth or Consequences
505 Sims St, Truth or Consequences, NM 87901

THE CONTRACTOR:

TLC Company Inc.
5000 Edith Blvd NE, Albuquerque, NM 87107

Telephone: 575-894-6673

Telephone: 505-504-4479

E-mail address: jholguin@torcnm.org

E-mail address: daniel.gonzales@speardnm.com

For the following Project: Truth or Consequences Water Meter Replacement Project

Project Number: CDBG 22-C-NR-I-01-G-01

ARCHITECT/ENGINEER OF RECORD:

Wilson & Company, Inc. E&A
4401 Masthead St NE Suite 150
Albuquerque, NM 87109

Telephone: 505-348-4170

E-mail address: mark.nasi@wilsonc.com

RECITALS

WHEREAS, Community Development Block Grant (insert funding authority); and

WHEREAS, the Owner, through its Mayor/Chairman, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 NMSA 1978; and

WHEREAS, the Owner has let this contract according to the established state and local purchasing procedures for contracts of the type and amount let; and

WHEREAS, award of the construction contract on this Project was approved by the Governing Body at its meeting of _____, 20____;

The OWNER and the CONTRACTOR agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the following:

- Bid Form
- This Agreement
- Performance Bond
- Labor and Material Payment Bonds
- Agent's Affidavit
- Certificate of Insurance
- Assignment of Antitrust Claims
- Table A Subcontracts Breakdown
- Table B Estimated Project Workforce Breakdown
- Notice of Award
- Notice to Proceed
- Conditions of the Contract (General, Supplementary and Other Conditions)
- Drawings
- Specifications
- All Addenda Issued Prior to and
- All Modifications Issued after Execution of this Agreement
- Federal requirements, certifications and forms required by the CDBG program

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7 of this Agreement.

ARTICLE 2 THE WORK

2.1 The Contractor shall perform all the Work required by the Contract for the following:

Project includes the reconstruction of approximately 956 water meters, 944 water meter lid replacements, removal & replacement of 12 water meter boxes, and 19 square feet of sidewalk removal & replacement. Additive Alternative 1 includes the installation of 200 water meters.

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under the contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than 95 calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

3.2 Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of the Contract, to pay to the Owner the amount of seven hundred fifty Dollars (\$ 750.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract, the Contract Sum of: Seven hundred eight thousand ninety dollars eighty-two cents. Dollars (\$ 708,090.82).

4.2 The Contract sum is determined as follows:

Base Bid	\$ <u>557,771.00</u>
Alternatives (if any)	\$ <u>95,600.00</u>
NM GRT @ 8.375 %	\$ <u>54,719.82</u>
Contract Sum	\$ <u>708,090.82</u>

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/ Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract for the period ending the 5th day of the month as follows:

5.2 Not later than thirty (30) working days following receipt by the Owner of an undisputed Application for Payment or as stated in Paragraph 25 of the Supplemental General Conditions, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents ([Section 57-28-5 NMSA 1978](#)). (48 CFR 52.232-27) (Title 5 Part 1315.14).

5.2.1 When making payments, an owner, contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act refer to Section 57-28-5 NMSA 1978.

ARTICLE 6 FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer and final monitoring and close-out by the Funding Agency. In addition, the Contractor shall provide to the Owner a certified

statement of Release of Liens (*ALA Document G706A or approved form*) and Consent of Surety.

ARTICLE 7 GENERAL AND SPECIAL PROVISIONS

7.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

7.2 Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.3 As between the parties to this Agreement. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until approved by the governing body; and signed by all parties required to sign this Agreement and reviewed by the Funding Agency.

7.6 The Contractor and his agents and employees are independent contractors and are not employees of the Owner. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

7.8 The Contractor agrees not to purport to bind

Owner to any obligation not assumed herein by Owner unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as shown on the title page of this Agreement.

7.10 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

7.11 Gender - Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

7.12 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.13 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

7.14 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

7.15 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.16 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the

party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.17 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7.18 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.19 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

7.20 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

7.21 Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §§30-14-1, 30-24-2, and 30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, 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.

7.22 The Contract Documents, which constitute the entire Contract between the Owner and the Contractor,

are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.23 The following documents bound in the Project Manual:

<u>Documents</u>	<u>Pages</u>
Bid Form	4A-21
Agreement between Owner and Contractor	4A-39
Performance Bond	4A-45

Labor and Material Payment Bond	4A-47
Agent's Affidavit	4A-29/51
Certificate of Insurance	4A-53
Assignment of Antitrust Claims	4A-55
Table A Subcontracts Breakdown	4A-58
Table B Estimated Project Workforce Breakdown	4A-59
General Conditions	4A-61
Supplementary Conditions	4A-75
Technical Specifications -	

Approved by the Governing Body at its meeting on _____, 20____

OWNER: City of Truth or Consequences

Rolf Hechler
Mayor/Chairperson

Date: _____

Reviewed:

As to Legal Form and Sufficiency

By: _____

Title: _____

Date: _____

As to Budget Sufficiency

By: _____

Title: _____

Date: _____

APPROVED: This Agreement is entered into as of the day and year first written above.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

Federal Tax ID N°: _____

State Tax ID N°: _____

AGENCY CONCURRENCE:

By: _____

Title: _____

Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: E.3

SUBJECT: Discussion/Action: : Approval of an MOU between the City and Bureau of Reclamation.

DEPARTMENT: Community Services

DATE SUBMITTED: April 16, 2026

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background: This Memorandum of Understanding between the City of Truth or Consequences and the United States Bureau of Reclamation authorizes the temporary use of land adjacent to Rotary Park for staging, storage, and operational activities related to the removal and installation of a temporary dam on the Rio Grande.

Recommendation:

Approval

Attachments:

- Memorandum of Understanding
- Exhibit A

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4/22/2026



MEMORANDUM OF UNDERSTANDING

Between the
City of Truth or Consequences, New Mexico
and the
United States Bureau of Reclamation
Elephant Butte Field Division, Interior Region 7

Subject: Use of Rotary Park for Material Storage and Closing of a Portion of Land Adjacent to Rotary Park During Removal and Installation of the Temporary Dam Located in the Rio Grande River.

Effective Date: April 22, 2026

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and between the City of Truth or Consequences, New Mexico ("City"), and the United States Bureau of Reclamation ("Reclamation"), collectively referred to as the "Parties."

II. PURPOSE

The purpose of this MOU is to authorize Reclamation to block off a section of the land adjacent to Rotary Park for the removal and installation of the dam, and authorize Reclamation to store materials in a designated location approved by the City solely for the staging and storage of materials associated with the temporary dam. This MOU supports the City by facilitating coordinated dam operations that minimize disruption to public spaces, and ensure safe and efficient use of City property.

III. SCOPE OF USE

The authorized uses by Reclamation under this MOU are limited to the following:

- Storage of materials currently staged on-site.
- Storage of additional materials associated with the removal of the temporary dam.
- Staging and organization of materials within the designated area in an area approved by the City.
- Blocking off a section of the land adjacent to Rotary Park for the removal and installation of the dam.

IV. RECLAMATION RESPONSIBILITIES

Reclamation shall be responsible for the following:

- Use only the designated area with a 10 foot boundary identified in Exhibit A.
- Maintain the site in a safe and orderly condition.
- Materials will be spread out and maintained at a height not to exceed five (5) feet.
- Implement appropriate safety measures, including signage or barriers if needed.
- Coordinate with the City's designated representative regarding site use and timing.

V. CITY RESPONSIBILITIES

The City shall be responsible for the following:

- Provide access to the designated area.
- Assign a point of contact for coordination.
- Assist with public communication as needed.
- Respond to operational notices in a timely manner.

VI. PUBLIC SAFETY

Reclamation shall ensure that all stored materials are secured and maintained in a stable manner so as not to create hazards to the public. The City shall be responsible for overall public safety after placement of the material. Bureau of Reclamation shall not be responsible for damage to the property by the Public, including theft, during removal of the dam.

VII. TERM AND TERMINATION

This MOU becomes effective upon approval by the City Commission and remains in effect until completion of the activities described herein.

This MOU shall not exceed two (2) irrigation seasons (approximately two calendar years from the effective date), unless terminated earlier. Either Party may terminate this MOU with thirty (30) days' written notice without cause.

VIII. LIABILITY

Each Party is responsible for its own actions and those of its employees and contractors. Nothing in this MOU waives any legal protections, including sovereign immunity. Federal claims involving Reclamation are subject to applicable federal law, including the Federal Tort Claims Act.

IX. NO FINANCIAL OBLIGATION

This MOU does not create any financial obligation between the Parties unless agreed to in writing.

X. AMENDMENT

This MOU may be amended only by written agreement signed by both Parties.

XI. ENTIRE AGREEMENT

This MOU represents the entire agreement between the Parties regarding this matter and supersedes all prior discussions or agreements.

XII. CONTACTS

City of Truth or Consequences

O.J. Hechler, Community Services Director

Phone: (575) 740-6716

Email: ohechler@torcnm.gov

Bureau of Reclamation

Benjamin Kalminson, Division Manager

Elephant Butte Field Division

Phone: (575) 223-9920

XIII. SIGNATURES

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Signature: _____

Printed Name: _____

Title: _____

Date: _____

UNITED STATES BUREAU OF RECLAMATION

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

Designated Use Area — Rotary Park

Map/diagram depicting the designated storage and access area within or adjacent to Rotary Park, including any boundary markers, access points, and restricted zones.

Exhibit A





City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: E.4

SUBJECT: Ralph Edwards Park rental agreement
DEPARTMENT: City Manager's Office
DATE SUBMITTED: April 16, 2026
SUBMITTED BY: Carrie Gaston
WHO WILL PRESENT THE ITEM: Gary Whitehead

Summary/Background:

Proposal for a year-long rental agreement with The Bountiful Alliance affiliate, the Sierra County Farmers Market, to reduce the commercial event fee for Ralph Edwards Park.

Recommendation:

Approval of the yearly rental agreement

Attachments:

- Current and proposed rental agreement
- Slideshow

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): Choose an item.

None

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC agendas 4-22-2026



Exploring a sustainable rate structure

that supports City policy and
community benefit

Proposed Year-Long Rental Agreement
Between the City of Truth or Consequences
and The Sierra County Farmers Market
at Ralph Edwards Park



Operational Pressures Facing the Market

“The Farmers Market filled a service gap because the community needed it, and absorbed the cost.”



Monthly park rental fees have increased operating costs

Vendors report difficulty affording table fees, resulting in:

- Reduced participation
- Vendor loss

The Market now requires electricity to operate SNAP/EBT payment processing

38% of Farmers Market shoppers nationwide use SNAP or similar assistance programs, making electronic payment processing essential, not optional

Proposed Rate

- The \$100 refundable deposit will continue to be held on file
- Electricity pricing for daily use will increase
- A new Commercial Event Application will be completed, with reduced event registration fee



Current

Gazebo Reservation

9 days x \$30 = \$270.00

Use of Utilities

36 days x \$7.00 = \$252.00

The **Commerical Event Reservation** was \$1,800.00



Proposed

Gazebo Reservation

9 days x \$30 = \$270.00

Use of Utilities

36 days x \$10 = \$360.00 (with price increase)

The **Commercial Event Reservation** reduced to \$870.00

\$732 Difference in Event Fee

Top 5 Benefits of a Year-Long Agreement

- 1** Provides stable, predictable revenue to the City through a guaranteed annual agreement that secures funds upfront and clearly defines park use and pricing for the year.
- 2** Keeps Ralph Edwards Park active and welcoming as a consistent community gathering space through regular, planned use that ensures the park remains visible and serving residents and visitors year-round.
- 3** Supports downtown activity, local businesses, and tourism by drawing residents and visitors downtown and increasing foot traffic to nearby shops, restaurants, and the local economy.
- 4** Aligns with City goals for health, tourism, and downtown vitality by advancing nutrition access, healthy lifestyles, and placemaking through a nonprofit-operated program without adding City staffing or costs.
- 5** Reduces the risk of vendor loss, market contraction, or relocation by providing stability that helps retain vendors and keeps this established community amenity centrally located and sustainable.



Markets as Tourism Engines

Why the Market matters for Truth or Consequences:

- Farmers markets are recognized tourism draws, especially in:
 - Small towns
 - Wellness and destination communities
- Studies show:
 - 45¢ of every dollar spent at a farmers market stays in the local economy (vs. ~15¢ at national chains)
 - Nearly 50% of market visitors also shop at nearby retail businesses
 - 44% visit nearby restaurants on market days





Mission Aligned Community Partnership

To identify, develop, encourage and support projects, programs and activities of benefit to the communities in and around Sierra County, New Mexico. Special emphasis will be given to activities that encourage and support sustainable living, healthy lifestyles, and a healthy environment.

A year-long rental agreement at Ralph Edwards Park would recognize the The Bountiful Alliance affiliate, the Sierra County Farmers Market, as a mission-aligned community service supporting sustainable living, healthy lifestyles, food access, and local economic activity in Sierra County. The market:

- Supports healthy lifestyles through access to fresh, local food
- Encourages sustainable living by supporting local farmers and producers
- Promotes a healthy environment through local sourcing
- Delivers measurable community benefit

Nationally, the National Recreation and Park Association recognizes farmers markets as a common park use that advances public health and local economic development goals.



Community Food Access & Give-Back

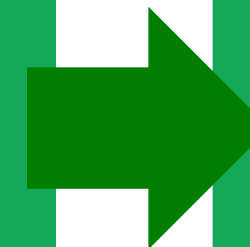
The Farmers Market provides access to:

- WIC and Senior WIC
- SNAP / EBT
- Double Up Food Bucks



Double-Up Food Bucks Distributed Locally

- 2023: \$6,012
- 2024: \$7,676
- 2025: \$8,580
- 2026: \$976 (to date)



These dollars represent bonus food purchasing power for low-income households, money that:

- Stays local
- Supports farmers
- Supports vendors
- Improves nutrition access

Farmer's Market Programs

WIC & Senior WIC

The Farmers Market Nutrition Program (FMNP) provides WIC families and income-eligible seniors with benefits to buy locally grown fruits and vegetables directly from participating farmers, improving access to healthy food while supporting local agriculture.

SNAP / EBT

The SNAP Program at Farmers Markets allows eligible households to use Supplemental Nutrition Assistance Program (EBT) benefits to purchase approved food items such as fruits, vegetables, meats, breads, and other staples directly from participating farmers. Markets provide centralized EBT processing, enabling access to fresh, local food while supporting New Mexico farmers. Annual mandatory vendor training required for SNAP compliance.



Double Up Food Bucks

Double Up Food Bucks is a nutrition incentive program that matches SNAP/EBT purchases dollar-for-dollar, allowing participants to receive twice the value of fresh fruits and vegetables. The program improves access to healthy food for families while increasing local sales for New Mexico farmers and farmers markets.



THANK YOU



TRUTH OR NEW MEXICO
CONSEQUENCES

Park Rental Fees Agreement at Ralph Edwards Park

This **Park Rental Fees Agreement** (“Agreement”) is made and entered into as of **April 22, 2026**, by and between:

City of Truth or Consequences, a municipal corporation of the State of New Mexico (“City”), and **The Bountiful Alliance affiliate, Sierra County Farmers Market**.

1. Purpose

The purpose of this Agreement is to reduce the standard park rental fees for the Organization’s planned community event, as described below, in recognition of the public benefit served by the event.

2. Event Information

- **Event Name: The Bountiful Alliance affiliate, Sierra County Farmers Market.**
 - **Event Period: January 1, 2027 through December 31, 2027**
 - **Location: Ralph Edwards Park, Truth or Consequences, New Mexico.**
 - **Nature of Event: Sierra County Farmers Market.**
 - **This agreement may be renewed on an annual basis upon the mutual consent of the parties. The City's consent must come from its City Commission.**
-

3. Classification of Reduction of Fees

The Bountiful Alliance affiliate, Sierra County Farmers Market, provides a free community service by accepting WIC and Electronic Benefit (EBT) recipients. In addition, the event supports local economic development by offering regional farmers the opportunity to sell their produce directly to the public.

In recognition of these public benefits, the City hereby approves the reduction of applicable park rental fees for the use of Ralph Edwards Park for the event on the dates indicated above.

Approved Fee Reductions

Gazebo Reservation: 9 days x \$30: \$270.00

Use of Utilities: \$10 x 36 days: \$360.00

The Special Event Fee was reduced to \$870.00

Total of \$1500.00 for the season.

4. Compliance With Laws and Policies

The Organization agrees to:

- Comply with all **City ordinances, state laws, and park rules and regulations.**
 - Ensure the park is left in a **clean and safe condition** following the event.
-

5. Indemnification and Hold Harmless

To the fullest extent permitted by law, the Organization agrees to **indemnify, defend, and hold harmless** the City of Truth or Consequences, its officials, employees, and agents from any claims, damages, losses, or expenses arising out of the Organization's use of the park or conduct of the event, except to the extent caused by the City's sole negligence or willful misconduct.

6. No Transfer

This waiver is **non-transferable** and applies solely to the event and date listed in this Agreement.

7. Cancellation or Revocation

The City reserves the right to revoke this waiver if the Organization fails to comply with the terms of this Agreement or applicable laws, or if the event is canceled.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the waiver of park rental fees and may be amended only in writing signed by both parties.

Acceptance and Signatures

CITY OF TRUTH OR CONSEQUENCES

Signature: _____

Name: _____

Title: _____

Date: _____

THE BOUNTIFUL ALLIANCE AFFILIATE, SIERRA COUNTY FARMERS MARKET

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

RESOLUTION NO. 47 25/26

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ADOPTING FEES, DEPOSITS, REGULATIONS, AND A LIMITED COMMUNITY BENEFIT FEE WAIVER FOR RESERVATIONS AND RENTALS OF CITY PARKS AND RELATED PUBLIC FACILITIES

WHEREAS, the City of Truth or Consequences owns, operates, and maintains public parks and related public facilities for the enjoyment and general benefit of residents and visitors, including, but not limited to, City parks, shelters, gazebos/pergolas, the rodeo arena, sports complex, tennis courts, and associated amenities;

WHEREAS, these public spaces are available for general public use on a first-come, first-served basis without charge, and fees are only assessed when an individual or organization requests a reserved use of a specific space, time, facility, or City-owned rental equipment, such that the reservation limits availability to other members of the public;

WHEREAS, City facilities and equipment experience increased operational demands, wear, and maintenance needs when reserved for private, commercial, or organized uses, and the City Commission finds it necessary to establish reasonable fees and refundable deposits to recover operational costs, protect City property, and support ongoing maintenance and safe public access;

WHEREAS, the City Commission further finds that, on a limited basis, certain non-revenue, community-wide activities may warrant a fee waiver when they provide a clear public benefit and are consistent with the City's obligation to manage public property in a fair, viewpoint-neutral manner;

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Truth or Consequences, New Mexico, as follows:

Section 1. Adoption of Fees, Deposits, and Regulations

The City Commission hereby adopts the fees, deposits, and use regulations for City parks, facilities, and related rental items as set forth in Exhibit A attached hereto and incorporated by reference (the "Fee Schedule").

Section 2. Free Public Access Preserved

Nothing in this Resolution shall prohibit or restrict the public's general access to and use of City parks and facilities for ordinary recreation on a first-come basis. Fees apply only to reserved use, rentals, and applications described in the Fee Schedule.

Section 3. Authority to Waive Certain Reservation and Rental Fees for Community Benefit Uses

A. Limited Manager Walver Authority. The City Manager (or designee) may waive reservation and rental fees for the following items only when the eligibility criteria in Section 3(B) are met:

- Park shelters
- Gazebos/pergolas
- Bleachers
- Folding chairs
- Tables
- Healing Waters Plaza

B. Eligibility Criteria (All Must Apply). A waiver may be granted only when the City Manager determines, in writing, that the activity:

- Is a community-wide benefit event or program that is open to the general public (or broadly accessible to the community); and
- Is not generating revenue for the organizer(s), including no admission charge and no sales activity intended to produce profit for the organizer(s) (fundraising may be considered only if it is incidental and clearly for a public purpose as determined by the City Manager); and
- Is non-political and non-religious in purpose and content; and
- Does not require extraordinary City staffing beyond normal operations (unless separately approved with cost recovery); and
- Does not materially displace previously scheduled reservations.

C. Non-Waivable Costs. A waiver under this Section shall not waive:

- Any required refundable deposit (cleaning/damage or equipment deposit);
- Charges for damage, excessive clean-up, or restoration;
- Required insurance or hold harmless requirements;
- Utility charges, solid waste service, or other pass-through costs unless specifically approved in writing by the City Manager as necessary to accomplish the community benefit purpose.

Section 4. Explicit Exclusions

A. No Waiver for Special Events. Fees tied to any Special Event Application or equivalent special event reservation category shall not be waived.

B. No Waiver for Sports Uses. Fees related to sports leagues, sports tournaments, athletic field use, sports complex facilities, or similar sports activities shall not be waived, including any conference room, concession stand, tournament, or field/light fees associated with sports programming.

Section 5. Administration, Documentation, and Fair Application

A. Written Determination. Any waiver granted under Section 3 shall be documented on the reservation/rental file with a brief written finding describing the public benefit and confirming the eligibility criteria were met.

B. Viewpoint-Neutral Administration. Reservation approvals and fee waiver decisions shall be administered in a fair and consistent manner and shall not be based on the viewpoint of the applicant.

C. Rules and Additional Conditions. The City Manager or designee may impose reasonable use regulations necessary to protect public property and ensure health, safety, and public order, provided those conditions do not subvert the intent of this policy.

Section 6. Repealer

All prior resolutions, policies, or fee schedules in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2026.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By: 
Rolf Hechler, Mayor

ATTEST:

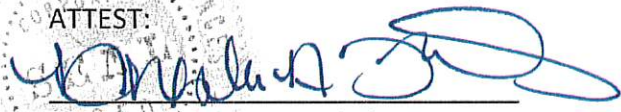

Angela A. Torres, City Clerk-Treasurer



EXHIBIT A

PARKS AND RECREATION FEE SCHEDULE AND REGULATIONS

RALPH EDWARDS PARK:

Reserving a Park Shelter: (Utilities Not Included)	Small Shelter - up to 2 hours:	\$20
	2 hours to 4 hours:	\$30
	All day till Sunset:	\$40
	Refundable Deposit) per rental:	\$25
	Large Shelter: up to 2 hours:	\$25
	2 hours to 4 hours:	\$35
	All day till Sunset:	\$45
	Refundable Deposit per rental:	\$25
Reserving Gazebo: (Utilities not included)	Up to 4 hours:	\$30
	All day till Sunset:	\$50
	Refundable Deposit per rental:	\$25
Use of Utilities:	Electricity: per outlet till Sundown	\$10
	South pedestals all day till Sundown	\$50
	Water Fees: single hose bib per day	\$10
	Multiple hose bibs till Sundown	\$25

JUMPING BALLOONS

Reserving Designated Area and requires liability insurance	\$25
Refundable Deposit per rental:	\$100

Jumping Balloons and Bouncy Houses are only allowed in designated areas approved by the city. Set-up must be pre-approved by the city and prior to any events.

INFLATABLE WATER SLIDES ARE NOT ALLOWED

Special Event Application: (Full access to all park features per day)	
Event Reservation:	\$50
Gazebo Reservation:	\$100
Electricity: (per event)	\$50
Water Fees: per hose bib per day	\$25
Solid waste service:	\$25
Refundable Deposit: per reservation:	\$250

- Set-up and tear-down will be the responsibility of the renter.
- Special events may qualify for Lodger's Tax. Organizers must apply in advance.
- These events may not have the fees waived.
- City Manager or designee may negotiate long term agreements for extend use of the park for special events. Agreements shall not exceed 12 months.
- These events require city staff for support

FAMILY PARK:

Reserving a Park Shelter:	Small Shelter: up to 2 hours:	\$20
<i>(Utilities not included)</i>	2 hours to 4 hours:	\$30
	All day	\$40
	Refundable Deposit per rental	\$25
	Large Shelter: up to 2 hours:	\$25
	2 hours to 4 hours:	\$35
	All day till Sundown	\$45
	Refundable Deposit per rental:	\$25
Use of Utilities:	Electricity: per outlet per day	\$10

JUMPING BALLOONS – WATER SPORTS

Reserving Designated Area	\$25
and requires liability insurance	
Refundable Deposit per rental:	\$100

Jumping Balloons/Bouncy Houses/Dunk Tanks, etc. are only allowed in designated areas approved by the city. Set-up must be pre-approved by the city and prior to any events.

No Special Event Allowed at Family Park.

HEALING WATERS PLAZA:

Reserving the Pergola:	Up to 2 hours:	\$25
<i>(Utilities not included)</i>	2 hours to 4 hours:	\$35
	All day till Sundown:	\$45
	Refundable Deposit fee Per Rental:	\$25
Use of Utilities:	Electricity: \$10 per outlet per day	
Full Plaza Event Application:	Up to 2 hours:	\$50
	2 to 4 hours:	\$75

All Day till Sundown:	\$100
Electricity: per event	\$50
Refundable Deposit per reservation:	\$100

- Set-up and tear-down will be the responsibility of the renter.
- Events may extend into the evening with approval of the city manager.
- Quiet time rules apply to evening events.
- Special events may qualify for Lodger's Tax. Organizers must apply in advance.
- These events require city staff for support.
- Use of the facility is eligible for a fee waiver if compliant with resolution

EVELYN RENFRO PARK:

USE OF UTILITIES:	Electricity: per outlet per day	\$10
	Water Fees: single hose bib per day	\$10

LOUIS ARMIJO SPORTS COMPLEX :

Use of Field Lights:	Per day up to 4 hours	\$10
	1 calendar month (30 days)	\$50
Men/Women Sports Leagues:	Per player per season	\$5
<i>Does not include lights</i>		
Youth League Teams:		
<i>Does not include lights</i>	Per player per season	\$5
Tournaments (Men/Women):	Up to 3 consecutive days	\$200
<i>Does not include lights</i>	Extra Days per day	\$50
Refundable Deposit:	Per event	\$250
Use of Conference Room:	Per hour up to 4 hours	\$25
	4 hours to 8 hours	\$50
	Tournaments (All days)	\$100
	Refundable Deposit per rental	\$25
Use of Concession Stand:	Per hour up to 4 hours	\$25
	All Day	\$50
	Tournaments (All days)	\$100
	Refundable Deposit per rental	\$100

- Sports Leagues must submit By-Laws with application for seasonal use.
- A season may not be longer than 3 months.
- A season may be extended for youth teams only up to 30 additional days.
- Tournament days may go longer than 3 days when scheduled in advance.
- All leagues must provide a season schedule at the time event is booked.
- Set-up and tear-down will be the responsibility of the renter.
- Youth Sports league fee includes the Snack Bar and access to the conference room.
- Conference room must be scheduled for all sports teams.
- Youth Sports Leagues will not be required to pay a deposit.
- Special events may qualify for Lodger's Tax. Organizers must apply in advance.

ROTARY PARK:

Reserving a Park Shelter:	Small Shelter - up to 2 hours:	\$20
	2 hours to 4 hours:	\$30
	All day till sundown	\$40
	Refundable Deposit per rental:	\$25
	Large Shelter - up to 2 hours:	\$25
	2 hours to 4 hours:	\$35
	All day till sundown	\$45
	Refundable Deposit per rental:	\$25
Use of Utilities:	Electricity per outlet per day:	\$10
Special Event Application:	Event Reservation Park only	\$50
	All park facilities per day	\$100
	Electricity per event	\$50
	Refundable Deposit per reservation:	\$100

- Set-up and tear-down will be the responsibility of the renter.
- All events must be completed by sundown each day.
- Special events held at Rotary Park must be pre-approved by the City Manager.

TENNIS COURTS:

Use of tennis court lights:	Up to 4 hours - (no later than 11 PM)	\$10
Reserving the tennis courts:	two court enclosures- per day	\$25
	Refundable Deposit per rental:	\$25

RODEO ARENA:

Use of Arena Lights:	Up to 4 hours per day	\$10
Use of Arena:	Per Day up to 11:00 PM	\$75
	Local Youth Group per day	\$50
Refundable Deposit	Per event	\$100
Overnight use of stalls:	Per stall per night	\$10
	Single fee deposit	\$25
RV Hookup:	Per site per day (electricity and water)	\$20

Liability Insurance Certificate: Renters may be required to submit a Certificate of Liability Insurance naming the City of Truth or Consequences as additional Insured for a minimum of \$1,000,000 Per Occurrence. A Hold Harmless Agreement is required to be signed by all applicants.

- Facility is available as-is. Renter shall be responsible for tractor work and grounds maintenance for the event.
- RV sites

Additional City services available:

Bleachers: per set (Includes delivery)	\$50
Folding Chairs: Per chair (no delivery)	\$1
Tables: Per table (no delivery)	\$5
Refundable Deposit per rental	\$50

Rentals of bleachers, chairs, and tables will be per event not to exceed four days.

(The location of the event will be noted on the Rental Agreement Form.)

A Special Event Application: is for the use of a portion of a park for events that are expected to draw a large number of people due to their nature, interest, location, promotion, or any combination of similar influences that are to be held in a City Park. This includes but not necessarily limited to vendors, festivals, solicitations, or performances. Vendors selling goods on public property must have a City business license. **All Commercial Event Applications must be approved by the City Manager.**

The cleaning/damage deposit will be deposited in a City account, and will be refunded if the facility is cleaned after the event and the facility has been returned to prior condition to the satisfaction of the City. If the amount of deposit is greater than the cost of cleaning or damage, the difference will be refunded. If the cost of cleaning or damage is greater than the amount of deposit the renter will be charged accordingly.

Return deposit format:

Anything damaged or broken property -

Full deposit retained.

Clean time up to 1 hour -

50% deposit retained.

1 hour – 2 hours -

75% deposit retained.

2 hours +

Full deposit retained.

Note: The City Manager or his/her designee may impose other use regulations as he/she may deem necessary as long as those regulations do not subvert the intent of this policy. Any complaints for public affray may affect your ability to use City Parks.

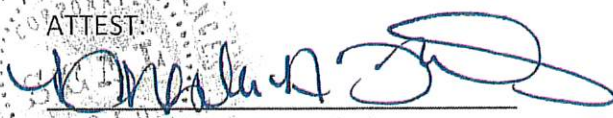
NOW THEREFORE, BE IT RESOLVED by the City of Truth or Consequences Governing Body, that the fees, deposits and regulations described herein are hereby enacted.

BE IT FURTHER RESOLVED that nothing in the Resolution shall prohibit the use or access of City Parks by the public at large for free.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2026.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By: 
Rolf Hechler, Mayor

 
Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: E.5

SUBJECT: Employee Reclassification

DEPARTMENT: City Manager

DATE SUBMITTED: April 2, 2026

SUBMITTED BY: Gary Whitehead

WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager

Summary/Background:

At the April 8, 2026 meeting, approval was requested for an updated payroll salary chart. The updated chart restructures and creates new positions within the Commission approved salary structure. The proposed reclassification of the Public Service Director, Public Works Director, Public Safety Director, and their respective employees was discussed in executive session. The governing body provided direction to return this item for consideration and approval during an open session.

Recommendation: Approve employee reclassification of a Public Service Director, Public Works Director, and the Public Safety Director, to include the following employees: Luis Tavizon, Bo Easley, Chris Rees, Brenden Anglin, OJ Hechler, Alona Niebergall, Deanna Knull, Kailey (Keegan) McCraw, Zakaila Carrera, Thomas Cool, Jamie Foreman and Michael Kozloski.

Attachments:

- Salary Chart
- Employees and proposed positions

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: Human Resources

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 4-22-2026

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

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

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

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

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

Grade	NE5	NE6	NE7	NE8	NE9	NE10	NE11	NE12	NE13	NE14
Maximum	\$18.55	\$20.41	\$22.44	\$24.68	\$27.16	\$30.32	\$33.94	\$38.02	\$42.57	\$47.69
Midpoint	\$15.90	\$17.49	\$19.24	\$21.16	\$23.28	\$25.61	\$28.68	\$32.12	\$35.97	\$40.29
Minimum	\$13.25	\$14.58	\$16.03	\$17.63	\$19.40	\$20.91	\$23.41	\$26.22	\$29.36	\$32.89
Library		Library Clerk (Part Time)	Library Technician							
Parks		Maintenance Worker I (Part time)	Maintenance Worker II	Maintenance Worker Foreman			Parks Manager			
Pool				Pool Supervisor						
Police				Evidence Technician	Police Officer (Uncertified)	Office Manager	Police Officer (Certified)		Police Sergeant	Police Lieutenant
				Administrative Assistant					Police Detective Sergeant	
Lodger Tax						Tourism Coordinator/Public Information Officer				
Solid Waste		Solid Waste Scale House Attendant		Administrative Assistant						
				Driver/Collector		Solid Waste Foreman	Solid Waste Supervisor			
Streets			Street General Laborer	Street Equipment Operator I	Street Equipment Operator II	Street Equipment Foreman				
Utility Office		Utility Billing Clerk		Collection Agent		Account Receivable Supervisor				
Wastewater			Water/Wastewater General Laborer	Wastewater Operator I	Wastewater Operator II	Wastewater Operator III	Wastewater Operator IV		Wastewater Supervisor	
Water			Water/Wastewater General Laborer	Water Operator I	Water Operator II	Regulatory and Compliance Specialist	Water Operator IV's		Water Supervisor	
				Administrative Assistant		Water Operator III				
Seasonals		Seasonal	Seasonal Lifeguards							

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

Grade	NE1	NE2	NE3	NE4	NE5	NE6	NE7	NE8	NE9	NE10
Maximum	\$18.55	\$20.41	\$22.44	\$24.68	\$27.16	\$30.32	\$33.94	\$38.02	\$42.57	\$47.69
Midpoint	\$15.90	\$17.49	\$19.24	\$21.16	\$23.28	\$25.61	\$28.68	\$32.12	\$35.97	\$40.28
Minimum	\$13.25	\$14.58	\$16.09	\$17.63	\$19.40	\$20.91	\$23.41	\$26.22	\$29.36	\$32.89
Library		Library Clerk (Part Time)	Library Technician							
Parks		Maintenance Worker I (Part time)	Maintenance Worker II	Maintenance Worker Foreman			Park Manager			
Pool				Pool Supervisor						
Police				Evidence Technician	Police Officer (Uncertified)	Office Manager	Police Officer (Certified)		Police Sergeant	Police Lieutenant
				Administrative Assistant					Police Detective Sergeant	
Lodges/Tax						Tourism Coordinator/Public Information Officer				
Solid Waste		Solid Waste Scale House Attendant		Administrative Assistant						
				Driver/Collector		Solid Waste Foreman		Solid Waste Supervisor		
Streets			Street General Laborer	Street Equipment Operator I	Street Equipment Operator II	Street Equipment Foreman				
Utility Office		Utility Billing Clerk		Collection Agent		Account Receivable Supervisor				
Wastewater			Water/Wastewater General Laborer	Wastewater Operator I	Wastewater Operator II	Wastewater Operator III	Wastewater Operator IV		Wastewater Supervisor	
Water			Water/Wastewater General Laborer	Water Operator I	Water Operator II	Regulatory and Compliance Specialist	Water Operator IV		Water Supervisor	
				Administrative Assistant		Water Operator III				
Seasonals		Seasonal	Seasonal Lifeguards							

Name	Current Title	Potential Title
EASLEY, BOAZ ELI	Director of Electric Services	Public Works Director
NIEBERGALL, ALONA	Human Resources Specialist	Human Resources Director
KOZLOSKI, MICHAEL	IT Support Analyst	IT Support Analyst
REES, CHRISTOPHER D	Electric Crew Chief	Electric Supervisor
FOREMAN, JAMIE	Interim Water/Wastewater Supervisor	Water/Wastewater Supervisor
ANGLIN, BRENDEN	Street Equipment Operator II/Supervisor	Streets Supervisor
MCCRAW, KAILEY (KEEGAN)	Administrative Assistant for W/WW	Administrative Compliance Testing
CARRERA, ZAKAILA	Administrative Assistant for Electric	Administrative Assistant for Public Works Director
COOL, THOMAS	Facilities Management Foreman	Facilities Management Supervisor
HECHLER, ORRIN	Community Service Director	Public Service Director
TAVIZON, LUIS	Chief of Police	Public Safety Director
KNOLL, DEANNA	Administrative Assistant for Police Dept	Executive Administrative Assistant

Added Positions

Administrative Assistant for Public Services

Field Testing/Work Orders

Human Resources Specialist

IT Specialist



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: E.6

SUBJECT: Approval of Contract and Allocation of Funds to the T or C/Sierra County Chamber of Commerce for the T or C & Sierra County Treasure Hunt

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 15, 2026

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the T or C/Sierra County Chamber of Commerce Contract and allocation of funds for the T or C & Sierra County Treasure Hunt.

Recommendation:

The applicant requested \$6,359 and the LTAB recommended the full award of \$6,359

Attachments:

- Application
- Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$6,359.00

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 4-22-26

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 Tor C/ Sierra County Chamber of Commerce 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 \$6,359.00 to the Contractor for a period commencing on April 22, 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: March 23, 2026

Applicant: T or C/SierraCounty Chamber of Commerce

Project(s) Applied For:

1) T or C & Sierra County Treasure Hunt

Amount Requested: \$6359 Amount Approved: \$6359

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

TOURISM MARKETING FUNDING:

Scope of Work	Award Amount Approved
1) Flyers for Sierra County (150)	\$ 95.50
2) Flyers for Outside Sierra County (150)	\$ 95.50
3) Rack Cards (1000)	\$ 230.00
4) Print Ads The Ink April/May	\$ 450.00
5) Print Ads Sierra County Sentinel	\$ 750.00
6) Graphic Design	\$1500.00
7) Web Page	\$1000.00
8) Social Media Ads	\$ 500.00
9) Flodesk Email Marketing (3 months)	\$ 84.00
10) Email Marketing Campaign	\$ 750.00



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: E.7a

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: April 17, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

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

Recommendation:

Approval Recommended by Chief Financial Officer. Please see the attached purchase item list.

Attachments:

- Colonias Infrastructure Funds
- Capital Outlay Funds
- Engineering Services Design/Construction Services

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

- \$ 306,137.70
- Colonias Infrastructure Funds – CIF 6442
- Capital Outlay Funds – SAP 25-J2460-GF

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 4-22-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



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

Ingo Hoeppe
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

April 17, 2026

To City Mayor, Pro-Tern and Commissioners,

RE: ENGINEERING SERVICES DESIGN/CONSTRUCTION SERVICES

The Procurement Department along with Community Development Department issued a Colonias Infrastructure Funds – CID 6442, and Capital Outlay Funds – SAP 25-J2460-GF. This is for the design and construction administration services for the project.

I will defer to Traci Alvarez the Assistant City Manager. Thank you.

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

\$306,137.70

NMFA Projects Funds: 360-7045

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition #96260

PROCUREMENTS \$60,000 AND OVER

2025-26 Fiscal Year

COMMISSION MEETING 04/22/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	Bohannon Huston Inc	ENGINEERING SERVICES DESIGN/CONSTRUCTION SERVICES	Carlos Miyagishima	Procurement	\$306,137.70	Infrastructure & Capital Outlay
TOTAL					\$ 306,137.70	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



REQUISITION

Requisition #: 96260

Date: 04/16/2026

Vendor #: 8243

ISSUED TO: BOHANNAN HUSTON INC
7500 JERRERSON ST. NE
ALBUQUERQUE, NM 87109-

SHIP TO: COMMUNITY DEVELOPMENT
401 McAdoo St.
Truth or Consequences, NM 87901

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	BAR SCREEN DESIGN/CONSTRUCTION SERVICES		0.00	360-7045-80860	82,657.18
2	0	CIF-6442 MATCH AMOUNT BAR SCREEN		0.00	360-7045-45600	9,184.13
3	0	WWTP IMPROVEMENTS		0.00	380-7064-80860	214,296.39

PO Description: ENGINEERING SERVICES DESIGN/CONSTRUCTION SERVICE

Detailed Description:

ON HOLD PENDING COMMISSION APPROVAL 4-22-2026
ON HOLD PENDING CONCURRENCE FROM NMED CONSTRUCTION PROGRAMS BUREAU
ON CALL ENGINEERING SERVICES RFP 23-24-005 CONTRACT #2024-09-001
TASK ORDER 3
CIF -6442 - BARSCREEN
SAP 25-J2460 WWTP

Authorized By: _____

SUBTOTAL:	306,137.70
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	306,137.70

\$305,400

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

Dated

December 20, 2024

By and Between the

NEW MEXICO FINANCE AUTHORITY,

and the

CITY OF TRUTH OR CONSEQUENCES

**Sierra County, New Mexico,
as Borrower/Grantee.**

**COLONIAS INFRASTRUCTURE PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated December 20, 2024, 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").

WITNESSETH:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State of New Mexico (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 Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the "Colonias Infrastructure Act" or the "Act") creates the Colonias Infrastructure Project Fund (the "Fund") in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the Colonias Infrastructure Board (the "CIB"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11., as amended; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of the Act; and

WHEREAS, pursuant to the Act, Board Rules and the Policies, the CIB authorizes the NMFA to make loans/grants to Qualified Entities from the Fund for recommended Qualified Projects; and

WHEREAS, the Borrower/Grantee submitted an application dated March 1, 2024 for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 16, 2024, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer this Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 27, 2024; and

WHEREAS, the joint utility revenues originally approved on June 27, 2024, as pledged revenues, have since then changed to now be revenues of the Borrower/Grantee received pursuant to the Tax Ordinance as discussed during the NMFA Board meeting on October 31, 2024; and

WHEREAS, the Borrower/Grantee has imposed by the Tax Ordinance a 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 constitutes the Pledged Revenues; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Infrastructure Gross Receipts Tax pursuant to NMSA 1978, § 7-19D-9, as amended; and

WHEREAS, pursuant to the Board Rules and the Policies, the Borrower/Grantee will receive ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee and grant a subordinate lien (but not an exclusive subordinate lien) to the NMFA on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of Senior Obligations provided that the lien on the Pledged Revenues of any future loans from the NMFA to the Borrower/Grantee pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the CIB 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 including the foregoing recitals, unless the context clearly requires otherwise.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the Colonias Infrastructure Project Fund Application for Funding dated March 1, 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, City Manager and the City Clerk-Treasurer thereof; and with respect to the NMFA, the Chair, Vice-Chair 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 Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“Closing Date” means the date of execution of this Agreement by the Borrower/Grantee and the NMFA.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of Truth or Consequences.

“Conditions” means (1) all readiness to proceed requirements established for the Loan/Grant by the NMFA and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies; and (5) the plans and specifications for the Project have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications.

“Department of Finance and Administration” or “DFA” means the department of finance and administration of the State.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees, and Eligible Project Management Fees.

“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 and those directly associated with the Qualified Project in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

"Eligible Project Management Fees" means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project in an amount up to ten percent (10%) of the Loan/Grant Amount.

"Event of Default" means one or more events of default as defined in Section 9.1 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 4.4 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 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 NMFA establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the City Commission of the Borrower/Grantee, or any future 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 equal 90% of the amount disbursed during the Interim Period not to exceed two hundred seventy-four thousand eight hundred sixty dollars (\$274,860).

"Hardship Waiver" means a determination by the NMFA pursuant to Section 4.1(a)(ii) 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.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Loan/Grant 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 "C" 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 "C".

"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 4.4 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.

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project and shall not equal more than thirty thousand five hundred forty dollars (\$30,540).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period partially 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 three hundred five thousand four hundred dollars (\$305,400).

"Loan Payments" means, collectively, the Principal Component and interest, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "C" hereto.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is thirty thousand five hundred forty dollars (\$30,540).

"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.

"Parity Subordinate 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 parity with this Agreement and subordinate to Senior Obligations, as shown on the Term Sheet.

"Pledged Revenues" means the revenues received by the Borrower/Grantee pursuant to the Tax Ordinance which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

"Political Subdivision of the State" means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "C" attached hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account, if any, 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, which shall be kept separate and apart from all other accounts of the NMFA.

"Qualified Entity" means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

"Qualified Project" means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

"Resolution" means the Borrower/Grantee Resolution No. 22 24/25 adopted by the Governing Body on November 13, 2024, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

"Senior Obligations" means the senior obligations now outstanding or hereafter issued with a superior lien on the Pledged Revenues to Parity Subordinate Obligations, and meeting the requirements of this Agreement applicable to the issuance of Senior Obligations, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Tax Ordinance" means the Borrower/Grantee's Ordinance No. 389 adopted on March 26, 1992, with an effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-dedicated and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments pursuant to this Agreement and the Resolution, as described in the Term Sheet.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is twenty (20) years.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE BORROWER/GRANTEE

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.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified 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) 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, the Colonia and the public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed twenty (20) years.

(e) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the proceeds of the Loan/Grant Amount shall be distributed pro rata as the 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 Amount, together with the Local Match and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(f) 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.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Payments as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 4.1(a)(ii) of this Agreement. The Loan Payments 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 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.

(h) 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.

(i) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for payment of this Agreement, including the Resolution, shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest that has been repaid, or provision made for payment thereof, 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.

(j) 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.

(k) Agency Approval. 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.

(l) 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 or 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.

(m) Pledged Revenues Not Budgeted. 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 future Project-related expenses of the Borrower/Grantee.

(n) 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 of the State, 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 CIB and NMFA.

(o) Budgeting of Pledged Revenues. 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.

(p) 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 System, or any part of the Project or System; provided, however, that if the Project is a joint project of the Borrower/Grantee and other Qualified Entities (as defined by the Act), the Borrower/Grantee and the other Qualified 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 NMFA shall have the power to enforce the terms of this Agreement, without qualification, as to each and every Qualified 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.

(q) 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.

(r) 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, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(s) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, and in the event that the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14 does not apply, conduct an audit of the Project's financial records if requested by the CIB or the NMFA and provide any and all other information and access to the Project as requested by the CIB or the NMFA.

(t) Acquisition and Completion. The Borrower/Grantee shall proceed expeditiously to complete the Project and shall commence the Project in a commercially reasonable timeframe following the Closing Date. Further, 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 in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition, operation, maintenance and completion of the Project and use of the Loan/Grant proceeds. 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 all entities required by the CIB or NMFA in their sole discretion to approve such plans and specifications prior to 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 accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(u) Use of Loan/Grant Proceeds for Construction; Other Qualified Entities 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, installed, located, completed or extended on real property owned by a Qualified 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 Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the NMFA and shall include an express statement by such other Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

(v) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match, as provided by the Borrower/Grantee's Resolution No. 34 23/24 adopted on February 14, 2024 has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the NMFA.

(w) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(x) 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, and upon request, provide the NMFA with 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.

(y) Executive Order 2013-006 Requirements. The Borrower/Grantee has and will meet the requirements of Executive Order 2013-006 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 CIB.

(z) Additional Debt. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenues that is senior to or on parity with this Agreement, the Borrower/Grantee will seek the written consent of the NMFA, which consent will not be unreasonably withheld. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenue subordinate to this Agreement or a lien on any revenues of the Borrower/Grantee other than the Pledged Revenues, the Borrower/Grantee will notify the NMFA in writing of such indebtedness.

(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.

ARTICLE III AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: (a) submission and acceptance of a completed Form of Certificate of Completion, Exhibit "D", and repayment of the Loan Amount and interest or (b) the exercise by the NMFA to terminate the Agreement pursuant to an Event of Default as outlined in Section IX of this Agreement.

ARTICLE IV LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS

Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the NMFA, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "C" of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

(i) Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments shall be subordinate to all Senior Obligations secured by the Pledged Revenues and shall be on parity with any Parity Subordinate Obligations existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues. The obligation of the Borrower/Grantee to make the Loan Payments shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the NMFA pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended.

(ii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable

hardship, the Borrower/Grantee may apply in writing on or before April 1st to the NMFA for forgiveness of the annual Loan Payment coming due on June 1 of the same year. The Borrower/Grantee shall submit its application to the NMFA for a determination by the NMFA, in cooperation with DFA, and shall submit sufficient documentation of the existence of the unforeseeable hardship as is reasonably required by the NMFA, in cooperation with DFA, to make a determination. The Borrower/Grantee shall promptly respond to additional requests for information from the NMFA or DFA. Such application for a Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. The NMFA shall communicate the decision to the Borrower/Grantee in writing. In the event of a determination of unforeseeable hardship, the Loan Payment otherwise due on June 1 of that year shall be forgiven. If no unforeseeable hardship is found to exist, the Loan Payment shall remain outstanding and due and payable in accordance with the terms of this Agreement.

(iii) 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 CIB, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b) Grant to the Borrower/Grantee. The CIB has granted to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the NMFA and the CIB an amount equal to the Grant Amount subject to the terms of this Agreement.

(c) Project Account. The NMFA may 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.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the NMFA may be invested by the NMFA for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

Section 4.4 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 resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

ARTICLE V LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the payment of any requisition of the Loan/Grant Amount or any portion thereof by the NMFA from the Fund, the following conditions shall be satisfied:

(a) The NMFA shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the NMFA in their sole discretion to approve such plans and specifications and 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, easements, rights of way, or permits on the real property upon or through which the Project is to be [designed] installed, constructed, located, completed or extended; and

(c) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(d) No Event of Default has occurred; and

(e) The Borrower/Grantee shall have provided any other information requested by the NMFA in its absolute discretion including documentation sufficient to make 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.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "B" 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, installation, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the NMFA in its sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the NMFA. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the NMFA and the CIB may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the NMFA and the CIB may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the NMFA and the CIB harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.

Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof, without the approval of the NMFA to reimburse any expenditure made prior to the approval date of the award by the NMFA Board.

Section 5.5 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, that the Project has been completed. No portion of the Loan/Grant Amount shall be disbursed after the expiration of the Interim Period.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the NMFA shall transfer the amounts remaining on deposit in the Project Account, if any, to such other fund permitted by law. Upon such entry, the pledge of the Project Account, if any, established in this Agreement shall terminate.

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. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Senior Obligations and Parity Subordinate Obligations, the Borrower/Grantee does hereby grant a security interest in and a subordinate lien (but not an exclusive subordinate lien) on the Pledged Revenues on parity with the Parity Subordinate Obligations and subordinate to the lien on the Pledged Revenues of the Senior Obligations 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 other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all Senior Obligations pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (provided 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 NMFA pursuant to the Act or the Water Project Finance 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 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 at the time and in the manner contemplated by this Agreement, 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 disbursement 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 "C". 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 "C".

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 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.

Section 6.2 Deposit of Payments of Loan Amount to Colonias Infrastructure 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 Colonias Infrastructure Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in annual installments of principal payable on June 1 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 10.1 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 NMFA's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the NMFA agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the NMFA no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII ADMINISTRATION

Section 7.1 Borrower/Grantee Reporting to the NMFA. The Borrower/Grantee shall provide the NMFA with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the NMFA, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on March 31, 2025, and 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. 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, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion certificate required by Section 5.5 hereof, the NMFA shall determine, by reference to the Project Account, if any, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the NMFA to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The NMFA 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 carrying out the intention hereof.

Section 7.4 Representatives of the NMFA or of Borrower/Grantee. 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 any of them, 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 7.5 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 7.6 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;

(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; and

(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 7.7 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 used as authorized by law.

ARTICLE VIII INSURANCE; NON-LIABILITY OF THE NMFA AND CIB

Section 8.1 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 NMFA as additional insureds 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 Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualified 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 Qualified Entity that the NMFA is a third party beneficiary of such written agreement.

Section 8.2 Non-Liability of the NMFA and the CIB.

(a) The NMFA and the CIB 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) The NMFA and the CIB 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) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA and the CIB 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 and the CIB harmless, from and to the extent of the available Pledged Revenues, 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 or the CIB, shall defend the NMFA or the CIB, as applicable, in any such action or proceeding.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 9.1 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; or

(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 NMFA, unless the NMFA 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 NMFA but cannot be cured within the applicable thirty (30) day period, the NMFA 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 9.1(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 determined to be false or misleading in any material respect in the sole discretion of the NMFA; or

(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; or

(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 debt as they become due or is generally not paying its debt as such debt 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; or

(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 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the NMFA may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement 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 NMFA;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues;

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(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 their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the NMFA for any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 9.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the NMFA 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 NMFA to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5 Waivers of Events of Default. The NMFA may, in its discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the NMFA 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 NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6 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 9.7 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.

ARTICLE X MISCELLANEOUS

Section 10.1 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
505 Sims Street
Truth or Consequences, New Mexico 87901

If to the NMFA, to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Borrower/Grantee or the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the NMFA and the Borrower/Grantee and their respective successors and assigns, if any.

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Borrower/Grantee on the Effective 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 Effective 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 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. 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 10.5 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 NMFA

or the CIB, 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, the CIB or of the NMFA is hereby expressly waived and released by the Borrower/Grantee, the CIB and the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, 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 10.7 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 10.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as amended, the venue for any proceedings or any other action or procedure against the NMFA shall be in Santa Fe County.

Section 10.9 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.

Section 10.10 Application of Act and Board Rules. The NMFA 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 the Board Rules are incorporated into this Agreement by reference.

Section 10.11 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.

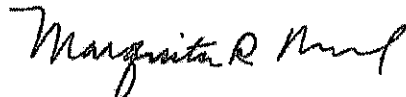
[Signature pages follow.]

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the NMFA, has executed this Agreement, which was approved by the CIB on May 16, 2024, and by the NMFA's Board of Directors on June 27, 2024, in its corporate name by its duly Authorized Officer; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

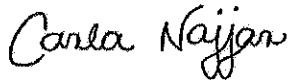
NMFA:

NEW MEXICO FINANCE AUTHORITY

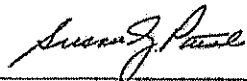
By 
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the
New Mexico Finance Authority:

VIRTUE & NAJJAR, PC
As Loan/Grant Counsel

By: 
Carla R. Najjar

Approved for Execution by Officers of the
New Mexico Finance Authority:

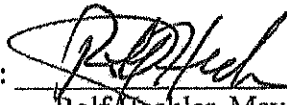
By 
Susan G. Pittard, Associate Counsel

S-1

BORROWER/GRANTEE:

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: 
Rolf Heshler, Mayor



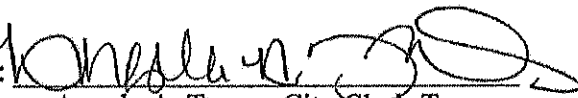
By: 
Angela A. Torres, City Clerk-Treasurer

EXHIBIT "A"

TERM SHEET

**\$305,400 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE CITY
OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**

Project Description:	The Project is infrastructure development in accordance with the Act consisting of improvements to a wastewater system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as the design and construction or replacement of inoperable mechanical bar screen for the wastewater treatment plant and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	\$274,860
Loan Amount:	\$30,540
Interest Component:	0%
Pledged Revenues:	Revenues received by the Borrower/Grantee's under the Tax Ordinance, being revenues of the Borrower/Grantee's Ordinance No. 389 adopted on March 26, 1992, with and effective date of July 1, 1992, as amended by Ordinance No. 472 adopted on March 13, 2000, with an effective date of July 1, 2000, imposing a Municipal Infrastructure Gross Receipts Tax of one-eighth of one percent (0.125%) which Municipal Infrastructure Gross Receipts Tax has been de-earmarked and is now enforceable under NMSA 1978, § 7-19D-9, as amended, which the Borrower/Grantee pledges to the payment of the Loan Payments
Outstanding Senior Obligations for Pledged Revenues:	None.
Outstanding Parity Subordinate Obligations for Pledged Revenues:	NMFA Loan CIF-6441
Authorizing Legislation:	Borrower/Grantee Resolution No. 22 24/25, adopted on November 13, 2024
Local Match:	\$30,540, as calculated pursuant to Section 2.3 of the Policies

Closing Date: December 20, 2024

Project Account Deposit: \$305,400

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:

Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution 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-Treasurer 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-Treasurer 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:

Verification of complete and approved plans/specification prior to disbursement of construction funds; and all Conditions defined in the Agreement.

EXHIBIT "B"

**FORM OF REQUISITION
(Colonias Infrastructure Project Fund)**

RE: \$305,400 Loan/Grant Agreement by and between the New Mexico Finance Authority and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement").

Loan/Grant No. CIF-6442

Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

You are hereby authorized to disburse from the Project Account – City of Truth or Consequences 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 _____

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: \$30,540

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the NMFA pursuant to the Colonias Infrastructure 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 – City of Truth or Consequences, New Mexico. All representations contained in the Agreement, 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, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set by the Colonias Infrastructure Board ("CIB").

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 by all entities required by the CIB and the New Mexico Finance Authority in their sole discretion to approve such plans and specifications, 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: _____

B-2

EXHIBIT "C"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the NMFA in twenty (20) 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.

SOURCES AND USES OF FUNDS**City of Truth or Consequences
Water-Wastewater Replacement**

Sources:	Waterline Replace, CIF-6441	WWTP Bar Screen Replace, CIF-6442	Total
Bond Proceeds: Par Amount	440,000.00	30,540.00	470,540.00
Other Sources of Funds: CIF Grant Funds	3,960,000.00	274,860.00	4,234,860.00
	4,400,000.00	305,400.00	4,705,400.00
Uses:	Waterline Replace, CIF-6441	WWTP Bar Screen Replace, CIF-6442	Total
Project Fund Deposits: Project Fund	4,400,000.00	305,400.00	4,705,400.00
	4,400,000.00	305,400.00	4,705,400.00

BOND SUMMARY STATISTICS**City of Truth or Consequences
Water-Wastewater Replacement**

	<i>Waterline Replace, CIF-6441</i>	<i>WWTP Bar Screen Replace, CIF-6442</i>	<i>Aggregate</i>
Dated Date	12/20/2024	12/20/2024	12/20/2024
Delivery Date	12/20/2024	12/20/2024	12/20/2024
Last Maturity	06/01/2046	06/01/2046	06/01/2046
Arbitrage Yield	0.249877%	0.249877%	0.249877%
True Interest Cost (TIC)	0.249876%	0.249895%	0.249877%
Net Interest Cost (NIC)	0.250001%	0.250020%	0.250002%
All-In TIC	0.249876%	0.249895%	0.249877%
Average Coupon	0.250001%	0.250020%	0.250002%
Average Life (years)	12.065	12.065	12.065
Duration of Issue (years)	11.858	11.858	11.858
Par Amount	440,000.00	30,540.00	470,540.00
Bond Proceeds	440,000.00	30,540.00	470,540.00
Total Interest	13,271.36	921.21	14,192.57
Net Interest	13,271.36	921.21	14,192.57
Total Debt Service	453,271.36	31,461.21	484,732.57
Maximum Annual Debt Service	22,664.00	1,573.60	24,237.60
Average Annual Debt Service	21,134.27	1,466.91	22,601.18
Underwriter's Fees (per \$1000)			
Average Takedown			
Other Fee			
Total Underwriter's Discount			
Bid Price	100.000000	100.000000	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Loan Component	470,540.00	100.000	0.250%	12.065
	470,540.00			12.065

BOND SUMMARY STATISTICS

City of Truth or Consequences
Water-Wastewater Replacement

	TIC	All-In TIC	Arbitrage Yield
Par Value	470,540.00	470,540.00	470,540.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	470,540.00	470,540.00	470,540.00
Target Date	12/20/2024	12/20/2024	12/20/2024
Yield	0.249877%	0.249877%	0.249877%

BOND DEBT SERVICE**City of Truth or Consequences
Water-Wastewater Replacement**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2027	21,358	0.250%	2,878.79	24,236.79
06/01/2028	23,113	0.250%	1,122.96	24,235.96
06/01/2029	23,171	0.250%	1,065.18	24,236.18
06/01/2030	23,230	0.250%	1,007.26	24,237.26
06/01/2031	23,288	0.250%	949.16	24,237.16
06/01/2032	23,345	0.250%	890.94	24,235.94
06/01/2033	23,404	0.250%	832.60	24,236.60
06/01/2034	23,463	0.250%	774.08	24,237.08
06/01/2035	23,522	0.250%	715.42	24,237.42
06/01/2036	23,580	0.250%	656.62	24,236.62
06/01/2037	23,639	0.250%	597.68	24,236.68
06/01/2038	23,698	0.250%	538.58	24,236.58
06/01/2039	23,757	0.250%	479.34	24,236.34
06/01/2040	23,817	0.250%	419.94	24,236.94
06/01/2041	23,877	0.250%	360.40	24,237.40
06/01/2042	23,936	0.250%	300.70	24,236.70
06/01/2043	23,995	0.250%	240.86	24,235.86
06/01/2044	24,055	0.250%	180.88	24,235.88
06/01/2045	24,116	0.250%	120.74	24,236.74
06/01/2046	24,176	0.250%	60.44	24,236.44
	470,540		14,192.57	484,732.57

DETAILED BOND DEBT SERVICE

City of Truth or Consequences
WWTP Bar Screen Replace, CIF-6442

Loan Component (LOAN)

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2027	1,386	0.250%	186.85	1,572.85
06/01/2028	1,500	0.250%	72.88	1,572.88
06/01/2029	1,504	0.250%	69.14	1,573.14
06/01/2030	1,508	0.250%	65.38	1,573.38
06/01/2031	1,512	0.250%	61.60	1,573.60
06/01/2032	1,515	0.250%	57.82	1,572.82
06/01/2033	1,519	0.250%	54.04	1,573.04
06/01/2034	1,523	0.250%	50.24	1,573.24
06/01/2035	1,527	0.250%	46.44	1,573.44
06/01/2036	1,530	0.250%	42.62	1,572.62
06/01/2037	1,534	0.250%	38.80	1,572.80
06/01/2038	1,538	0.250%	34.96	1,572.96
06/01/2039	1,542	0.250%	31.12	1,573.12
06/01/2040	1,546	0.250%	27.26	1,573.26
06/01/2041	1,550	0.250%	23.40	1,573.40
06/01/2042	1,554	0.250%	19.52	1,573.52
06/01/2043	1,557	0.250%	15.64	1,572.64
06/01/2044	1,561	0.250%	11.74	1,572.74
06/01/2045	1,565	0.250%	7.84	1,572.84
06/01/2046	1,569	0.250%	3.92	1,572.92
	30,540		921.21	31,461.21

UNIVERSAL BOND SOLUTION

City of Truth or Consequences Water-Wastewater Replacement Universal Bond Solution Component

Period Ending	Proposed Principal	Proposed Debt Service	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
06/01/2025					247,412	247,412	
06/01/2026					247,412	247,412	
06/01/2027	21,358	24,237	90,633	114,870	247,412	132,542	215.38%
06/01/2028	23,113	24,236	83,800	108,036	247,412	139,376	229.01%
06/01/2029	23,171	24,236	83,600	107,836	247,412	139,576	229.43%
06/01/2030	23,230	24,237	83,400	107,637	247,412	139,775	229.86%
06/01/2031	23,288	24,237	83,200	107,437	247,412	139,975	230.29%
06/01/2032	23,345	24,236	83,000	107,236	247,412	140,176	230.72%
06/01/2033	23,404	24,237	82,800	107,037	247,412	140,375	231.15%
06/01/2034	23,463	24,237	82,600	106,837	247,412	140,575	231.58%
06/01/2035	23,522	24,237	82,400	106,637	247,412	140,775	232.01%
06/01/2036	23,580	24,237	82,200	106,437	247,412	140,975	232.45%
06/01/2037	23,639	24,237	82,000	106,237	247,412	141,175	232.89%
06/01/2038	23,698	24,237	81,800	106,037	247,412	141,375	233.33%
06/01/2039	23,757	24,236	81,600	105,836	247,412	141,576	233.77%
06/01/2040	23,817	24,237	81,400	105,637	247,412	141,775	234.21%
06/01/2041	23,877	24,237	81,200	105,437	247,412	141,975	234.65%
06/01/2042	23,936	24,237	81,000	105,237	247,412	142,175	235.10%
06/01/2043	23,995	24,236	80,800	105,036	247,412	142,376	235.55%
06/01/2044	24,055	24,236	80,600	104,836	247,412	142,576	236.00%
06/01/2045	24,116	24,237	80,400	104,637	247,412	142,775	236.45%
06/01/2046	24,176	24,236	80,200	104,436	247,412	142,976	236.90%
	470,540	484,733	1,648,633	2,133,366	5,443,064	3,309,698	

COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

***All fields must be completed**

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$305,400 Loan/Grant Agreement by and between the NMFA and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. CIF-6442

Closing Date: December 20, 2024

TO: NEW MEXICO FINANCE AUTHORITY, colonias@nmfa.net

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the 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. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the 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: _____

E-1

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024
2. Resolution No. 22 24/25 adopted on November 13, 2024, Notice of Meeting, Meeting Agenda, and Affidavit of Publication of Notice of Adoption of Resolution 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 Borrower/Grantee
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to the NMFA
9. NMFA Application and Project Approval (informational only)

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

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Environment Department, ("**Department**") and City of Truth or Consequences, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 28, Subsection 109, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. SAP 25-J2460-GF ("**Project**") **June 30, 2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 28, Subsection 109, One Million Dollars, (\$1,000,000.00), to plan, design and construct upgrades to the wastewater treatment facility in Truth or Consequences in Sierra county;.
- B. Grantee's total reimbursements shall not exceed One Million Dollars \$1,000,000.00 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Ten Thousand Dollars, \$10,000.00, which equals Nine Hundred Ninety Thousand Dollars, \$990,000.00 ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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

II. DISBURSEMENT LIMITATION

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

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

conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

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

III. NOTICES

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

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

Grantee:
Name:
Title:
Address:
Email:
Telephone:

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

Grantee:
Name:
Title:
Address:
Email:
Telephone:

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

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

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

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

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

IV. TERM & DEADLINE TO EXPEND FUNDS

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

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

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

VIII. REPORTING

A. Database Reporting

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

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

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

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
 - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

- A. The following general conditions and restrictions shall apply to the Project:
 - a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
 - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.

- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
 - e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
 - f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
 - g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
 - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
- i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
 - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

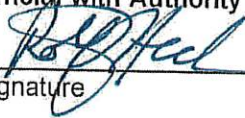
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY GRANTEE:

City of Truth or Consequences

Entity Name

Official with Authority to Bind Grantee:


Signature

Rolf Hechler

(Print Name)

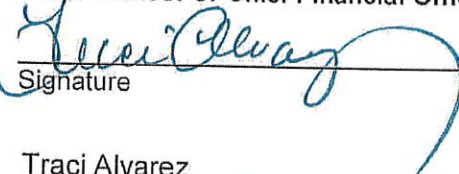
10-8-2025

Date

Mayor

(Title)

Fiscal Officer or Chief Financial Officer: (OPTIONAL)


Signature

Traci Alvarez

(Print Name)

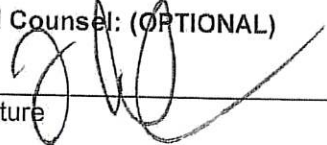
10-8-2025

Date

Assistant City Manager

(Title)

Legal Counsel: (OPTIONAL)


Signature

Jaime Rubin

(Print Name)

10-8-2025

Date

Attorney

(Title)

APPROVED BY DEPARTMENT:

New Mexico Environment Department

A handwritten signature in blue ink, appearing to read 'Dennis Romero', is positioned to the left of the digital signature text.

Digitally signed by Dennis
Romero Signature
Date: 2025.10.22 09:26:19 -06'00'

Dennis Romero, P.E., Bureau Chief, NMED Construction Programs Bureau

Signed pursuant to the June 23, 2025, Secretary of Environment Delegation Order

Rev. July 2025

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU**

**NMED DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY				C. DISBURSEMENT REQUEST NUMBER			
B. PROJECT NUMBER				D. GRANT AMOUNT			

	PROJECT BUDGET		PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees										
Other Professional										
Service Fees										
Inspection Fees										
Property Acquisition										
Construction Cost										
Planning Cost										
Equipment										
Other Costs (specify)										
Contingencies										
TOTAL										

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.	Article IX. A. (i). By checking this box you are certifying that the vendors associated with this request have been paid.
---	---

Certification: I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.		
Certification: I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.		
Certification: I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.		
Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.		

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

Request for Payment Form and Certification

EXHIBIT A

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

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

Revised 7/2025

EXHIBIT E

Data Sharing Provisions

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Capital Appropriations Certification Document

Article IX. A. (ii) and (iii)

(City of Truth or Consequences SAP 25-J2460-GF)

Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than ten (10) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT BUDGET

GRANTEE: City of Truth or Consequences

PROJECT NO: SAP 25-J2460-GF

Please provide a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone, referred to collectively as the "Project Budget." While it can be difficult to estimate costs and timelines, setting a plan for these can help keep realistic expectations and goals to keep a project moving forward to achieve the project scope and objectives. Contact your NMED-CPB Project Manager with questions.

1) Expenditure Plan. Indicate what expenses funding will be used.

Detailed Expenditure Plan		
USES OF FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees	80,000	
Other Professional		
Service Fees		
Inspection Fees		
Property Acquisition		
Construction Cost	710,000	
Planning Cost		
Equipment	100,000	
Other Costs (specify)		
Contingencies	100,000	
TOTAL	\$ 990,000 -	\$ -

- 2) **Procurement Plan.** Describe how engineering or professional services, construction contractors, equipment, or other goods or services will be procured.

Chief Procurement Officer

All Public Bodies are required by 13-1-95.2 NMSA 1978 to have a Chief Procurement Officer to conduct all procurement activities.

Who is your Chief Procurement Officer (CPO)? Jocelyn Holguin

Describe how you will secure CPO services, if you currently do not have a CPO. N/A

Professional Services

Have engineering or professional services already been procured and contracted? No

If not, describe how you will procure engineering or professional services The City will solicit services via an RFP process for services over \$60,000 or follow 13-1-125 NMSA for costs below \$60,000

Reminders:

- COSTS ABOVE \$60,000, require solicitation of services via a Request for Proposal (RFP).
- COSTS BELOW \$60,000 must adhere to 13-1-125 NMSA 1978 and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.
- MULTI-TERM CONTRACTS can be renewed for up to four years 13-1-150 NMSA 1978. Monitor the remaining time on your contracts and plan for renewal in advance.

Construction

Contractors must be hired using a public bidding process for any project over \$60,000 (13-1-125 NMSA 1978) and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.

Equipment Purchase

Equipment purchase must follow proper procurement code. Please see Chapter 13 Public Purchase and Property NMSA 1978.

- 3) **Project Timeline.** Setting a timeline can help keep a project on track to meet required expenditure deadlines. *(An example schedule is provided below.)*

Project Timeline:

OVERALL – MILESTONES		EXPECTED EXPENDITURE PER MILESTONE
ESTIMATED START DATE	Jan 2026	\$0
5% FUNDS OBLIGATED*	July 2026	\$49,500
ESTIMATED END DATE	June 2029	\$990,000
DETAILED – PHASES		
Hire and Engineer	3 months	
Design/Permit	17 months (Pending permit agency lead time)	\$70,000
Advertise for Bid, Award Project	3 months	\$10,000
Construction & Eng. Construction Phase Services	12 months (Pending equipment lead time)	\$910,000
Closeout Construction Funds	6 months	
TOTAL	42 months	\$ 990,000

***Disclaimer:** You have accepted grant funds on the condition that 5% of these funds are to be obligated in a Notice of Obligation within 6 months of bond issuance in accordance with XIX.B.(STB's only) and at least 10% within one (1) year in accordance with IX.B (all projects).

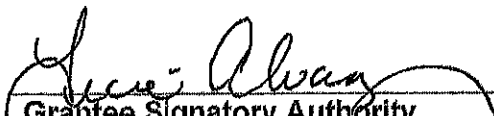
You can obligate funds by entering into a contract with an engineer or contractor. State Procurement Code must be followed for the purchase of all goods and services.

Your NMED-CPB project manager will be happy to help you navigate these requirements, so that your grant money can be spent, and your project successfully completed.

Example Timeline:

OVERALL – MILESTONES		EXPECTED EXPENDITURE PER MILESTONE
ESTIMATED START DATE	Month 0	
5% FUNDS OBLIGATED*	+ 6 months from start date = Month 6	\$100,000
ESTIMATED END DATE	Use detailed schedule below. 2.5- 3 years	
DETAILED – PHASES		
HIRE AN ENGINEER	4 months	
PLANNING DOCUMENT	6 months	\$25,000
DESIGN, PERMIT	9 months	\$60,000
ADVERTISE FOR BID, AWARD PROJECT	6 months (allow for rebld)	
CONSTRUCTION AND ENGINEERING CONSTRUCTION PHASE SERVICES (START TO FINISH)	Varies widely. 6 months to a year, or more.	\$750,000 and \$15,000
CLOSEOUT CONSTRUCTION/ FUNDS	1 month at end of construction schedule.	
TOTAL		\$850,000

- 4) **Additional Information.** Please use this space below to provide any additional details about your project you would like to share to show your project plan and readiness.



 Grantee Signatory Authority

Traci Alvarez

 Print Name

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit copies to NMED of all unexecuted contracts or quotes the Grantee intends to enter in that are related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred after the effective date of the Grant Agreement shall be reimbursed or paid from these funds.
- B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.
- C. If grant funds are used for meter installation, the Grantee must follow the NMED Guidelines for Meter Upgrade Projects. Meters must be installed before payment can be made. Request a copy of the Guidelines from your NMED Project Manager.
- D. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.
- E. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.
- F. All daily construction inspection reports shall be made available to the NMED upon request.
- G. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

- B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.
- C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
- i. A certificate of substantial completion including punch list items.
 - ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.
 - iii. A written consent of the surety, if any, to final payment.
 - iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.
 - v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.
 - vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.
 - vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.



Resolution No. 19 25/26

A RESOLUTION AUTHORIZING PROJECT SAP 25-J2460-GF AS DESCRIBED IN ATTACHMENT A, AND THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Whereas, the City Commission of the City of Truth or Consequences of Sierra County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP 25-J2460-GF

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Rolf Hechler, Mayor, or successor is authorized to sign the Grant Agreement for this project, and

Gary Whitehead, City Manager, or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements: Project Description, Disbursements and to act as the project contact, and

Traci Alvarez, Assistant City Manager, or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

Traci Alvarez, Assistant City Manager, or successor, is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: October 8th, 2025

Rolf Hechler, Mayor

(Signature)

Date

October 8, 2025

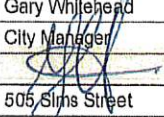
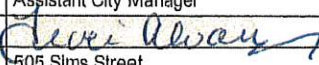
(SEAL)

ATTEST:

(Angela Torres, City Clerk)

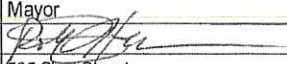
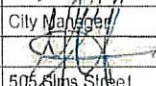
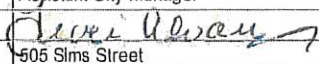
Name of Grantee: City of Truth or Consequences Project Number: SAP 25-J2460-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Rolf Hechler	Name	Amanda Forrister
Title	Mayor	Title	Mayor Pro-tem
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	rhechler@torcnm.org	Email	amanda.forrister@torcnm.org
Phone	575-894-6673	Phone	575-894-6673
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Gary Whitehead	Name	Rolf Hechler
Title	City Manager	Title	Mayor
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	gwhitehead@torcnm.org	Email	rhechler@torcnm.org
Phone	575-894-6681	Phone	575-894-6673
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jholguin@torcnm.org
Phone	575-952-0565	Phone	575-740-7223
Designated Agent or Employee that will make DFA database updates			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jholguin@torcnm.org
Phone	575-952-0565	Phone	575-740-7223
Notice of Obligations			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature	No Signature Required	Signature	No Signature Required 
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jholguin@torcnm.org
Phone	575-952-0565	Phone	575-740-7223

Name of Grantee: City of Truth or Consequences Project Number: SAP 25-J2460-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Rolf Hechler	Name	Amanda Forrister
Title	Mayor	Title	Mayor Pro-tem
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	rhechler@torcnm.org	Email	amanda.forrister@torcnm.org
Phone	575-894-6673	Phone	575-894-6673
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Gary Whitehead	Name	Rolf Hechler
Title	City Manager	Title	Mayor
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	gwhitehead@torcnm.org	Email	rhechler@torcnm.org
Phone	575-894-6681	Phone	575-894-6673
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jholguin@torcnm.org
Phone	575-952-0565	Phone	575-740-7223
Designated Agent or Employee that will make DFA database updates			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature		Signature	
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jholguin@torcnm.org
Phone	575-952-0565	Phone	575-740-7223
Notice of Obligations			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature	No Signature Required	Signature	No Signature Required
Address	505 Sims Street	Address	505 Sims Street
	Truth or Consequences, NM 87901		Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jholguin@torcnm.org
Phone	575-952-0565	Phone	575-740-7223

PROFESSIONAL MULTIPLE ON CALL ENGINEER AND ARCHITECT SERVICES

CONTRACT #2024-09-001

THIS AGREEMENT is made and entered into by and between City, hereinafter referred to as the "City " and **BOHANNAN HUSTON**, (Contractor), hereinafter referred to as the "Engineer and Architect", and is effective as of the date set forth below upon which it is executed by the Mayor, Mayor Pro-Tem and Board of City Commissioners.

WHEREAS, the City issued a Request for Proposals (RFP) to provide On-Call Engineer and Architect Services under RFP NO. 23-24-005; and

WHEREAS, the Engineer and Architect submitted its original proposal and was selected under RFP NO. 23-24-005; and

WHEREAS, the City desires to engage the Engineer and Architect to render certain Engineer and Architect services, as needed, and the Engineer and Architect is willing to provide such services and to enter into this Master Professional Engineer and Architect Design Services Agreement; and

WHEREAS, this Master Agreement including all Exhibits and any subsequently awarded Task Orders for Professional Services form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS, the Engineer and Architect was selected to provide and perform such Engineer and Architect Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Engineer and Architect hereby agrees to perform professional Engineer and Architect Design services relevant to each project assigned in accordance with the terms and conditions set forth herein.

Individual project assignments will be made by Task Orders, which are individual amendments to this contract and outline the scope of work, period of performance and compensation.

The City agrees to compensate the Engineer and Architect as set forth in Article 2 of this Agreement.

2. Compensation.

A. The City shall pay the Engineer and Architect in full payment for services satisfactorily performed under the individual Task Orders based on the schedule of payments contained in the individual task order. In no event will the Engineer and Architect be paid any amount in excess of the specified total amount payable in the individual task order without the task order being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article 1, Scope of Work.

C. Engineer and Architect must submit a detailed statement accounting for all services performed, as specified in the individual task order. If the City finds that the services are not acceptable, within 15 days after the date of receipt of written notice from the Engineer and Architect that payment is requested, it shall provide the Engineer and Architect a letter of exception explaining the defect or objection to the services, and outlining steps the Engineer and Architect may take to provide remedial action. The City will continue to pay Engineer and Architect for any undisputed amounts pursuant to Article 2(A). Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Engineer and Architect within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Engineer and Architect's sole responsibility and shall be reported under the Engineer and Architect Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the City of T or C, Mayor, Mayor Pro-Tem and Board of City Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to Article 4 (Termination for Convenience), Article 5 (Termination for Cause), or Article 6 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination For Convenience.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work ordered and performed prior to the Engineer and Architect's receipt of the notice of termination, if the City is the terminating party, or the Engineer and Architect's sending of the notice of termination, if the Engineer and Architect is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or

breaches of this Agreement. The Engineer and Architect shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Engineer and Architect if the Engineer and Architect becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Engineer and Architect or any of its officers or employees is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENGINEER AND ARCHITECT'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Engineer and Architect of notice of termination of this Agreement, the Engineer and Architect shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City ; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Engineer and Architect with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Termination For Cause.

A. City may by written notice terminate this Agreement in whole or in part for Engineer and Architect's default if the Engineer and Architect fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, City may otherwise secure the materials, supplies or services ordered, and Engineer and Architect shall be liable for damages suffered by City thereby, including incidental and consequential damages. If after notice of termination, City determines Engineer and Architect was not in default, or if Engineer and Architect's default is due to failure of City, termination shall be deemed for the convenience of City. The rights and remedies of City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement as used in this paragraph, the word "Engineer and Architect" includes Engineer and Architect's sub-suppliers at any tier.

B. In the event a termination for cause notice is issued by the City, the Engineer and Architect shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City ; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Engineer and Architect with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of each task order assigned under this Agreement. If sufficient appropriations and authorization are not made by the Board of City Commissioners, this Agreement shall terminate immediately upon written notice being given by the City to the Engineer and Architect. The City's decision as to whether sufficient appropriations are available shall be accepted by the Engineer and Architect and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Engineer and Architect shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Engineer and Architect.

The Engineer and Architect and its employees are independent Engineer and Architects performing professional services for the City and are not employees of the City of T or C. The Engineer and Architect and its employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of T or C as a result of this Agreement. The Engineer and Architect acknowledges that all sums received hereunder are reportable by the Engineer and Architect for tax purposes, including without limitation, self-employment and business income tax. The Engineer and Architect agrees not to purport to bind the City of T or C unless the Engineer and Architect has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Engineer and Architect shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting.

The Engineer and Architect shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. Subcontractors listed in an approved task order constitute approval of the City. No such subcontract shall relieve the Engineer and Architect from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the Engineer and Architect is solely responsible for fulfillment of this Agreement.

10. Release.

Final payment of the amounts due under each task order issued under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of T or C from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Engineer and Architect in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Engineer and Architect without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Engineer and Architect under this Agreement shall become the property of the City of T or C and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Engineer and Architect under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Engineer and Architect.

13. Conflict of Interest; Governmental Conduct Act.

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

B. The Engineer and Architect further represents and acknowledges that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Engineer and Architect specifically represents and acknowledges that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Engineer and Architect does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Engineer and Architect is not a public officer or employee of the City ; (ii) the Engineer and Architect is not a member of the family of a public officer or employee of the City ; (iii) the Engineer and Architect is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Engineer and Architect is a public officer or employee of the City , a member of the family of a public officer or employee of the City , or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Engineer and Architect is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Engineer and Architect is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Engineer and Architect has not directly participated in the preparation of specifications, qualifications or evaluation

criteria for this Agreement, or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Engineer and Architect has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Engineer and Architect's representations and acknowledgements in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Engineer and Architect shall provide immediate written notice to the City if, at any time during the term of this Agreement, Engineer and Architect learns that Engineer and Architect's representations and acknowledgements in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Engineer and Architect's representations and acknowledgements in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

14. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. Executed task orders are amendments to this agreement.

15. Merger.

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

16. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Engineer and Architect agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Engineer and Architect assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity performed under this Agreement. If Engineer and Architect is found not to be in compliance with these requirements during the life of this Agreement, Engineer and Architect agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Engineer and Architect agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Sierra County. By execution of this Agreement, Engineer and Architect acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Engineer and Architect agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Engineer and Architect fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Records and Financial Audit.

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

21. Disclaimer and Hold Harmless.

City of T or C shall not be liable to the Engineer and Architect, or the Engineer and Architect's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Engineer and Architect's person or property, occurring in connection with Engineer and Architect's performance of Engineer and Architect's duties according to this Agreement. Engineer and Architect shall hold City of T or C harmless from all loss, damage, and injury, including court costs and reasonable attorney fees, incurred by the City of T or C in connection with the performance by Engineer and Architect of Engineer and Architect's duties according to this Agreement.

22. Indemnification.

Engineer and Architect shall shield (except for claims against professional liability insurance), indemnify and hold harmless the City, its Commissioners, and employees from damages and expenses, including reasonable attorney fees, arising or alleged to have arisen out of any negligent act of Contractor or anyone directly or indirectly employed by Contractor, or arising in any from the activities of or services by the Contractor under this Contract. Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend or hold harmless the City, its Commissioners, employees or agents from or against any claims or actions arising from the gross negligence, reckless disregard for the safety of others or willful misconduct of the City, its Commissioners, employees or agents. Contractor shall safeguard all

claims and litigation. The City shall have the right to choose its own legal counsel.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Authority.

If Engineer and Architect is other than a person, the individual(s) signing this Agreement on behalf of Engineer and Architect represents and acknowledges that he or she has the power and authority to bind Engineer and Architect, and that no further action, resolution, or approval from Engineer and Architect is necessary to enter into a binding contract.

26. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the Engineer and Architect, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the ENGINEER AND ARCHITECT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27. Approval of Engineer and Architect Personnel.

Personnel proposed in the Engineer and Architect's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Engineer and Architect without prior written consent of the procuring agency of the City. Replacement of any Engineer and Architect personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Engineer and Architect will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Engineer and Architect's personnel at any time.

28. Survival.

The agreement Articles titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

29. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

30. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting. The Engineer and Architect is not to proceed with its obligations under the Agreement until the Engineer and Architect has received a fully signed copy of the Agreement. Further, each individual task order must be fully executed prior to proceeding with any work.

33. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

34. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. Incorporation and Order of Precedence.

Request for Proposals RFP NO. 23-24-005 and the Engineer and Architect's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event

of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the executed task orders with the scope of work, timeframe for completion, and compensation, in reverse chronological order; then
5. the Engineer and Architect's proposal.

36. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Engineer and Architect shall defend, at its own expense, the City of T or C against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and reasonable attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of T or C based upon the Engineer and Architect's trade secret infringement relating to any product or service provided under this agreement, the Engineer and Architect agrees to reimburse the City of T or C for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of T or C shall:

- i. gives the Engineer and Architect prompt written notice of any claim;
- ii. allow the Engineer and Architect to control the defense or settlement of the claim; and
- iii. cooperate with the Engineer and Architect in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Engineer and Architect's opinion is likely to become the subject of a claim of infringement, the Engineer and Architect shall at its option and expense:

- i. provides a procuring agency of the City the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Engineer and Architect. The Engineer and Architect's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

37. Professional Liability Insurance.

Engineer and Architect agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of: Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 General Aggregate; Professional liability-

\$1,000,000 per occurrence, \$2,000,000 Annual Aggregate. Occurrence type, if available; if not "Claims Made" type with a minimum of a six (6) year tail. The City will be provided an updated certificate of insurance on an annual basis.

38. Compliance With Laws

In providing the scope of services outlined herein, the Engineer and Architect and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments, in effect during Engineering and Architect's performance of their services.

39. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

41. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

MAYOR, MAYOR PRO-TEM, BOARD OF CITY COMMISSIONERS

42. Notices.

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

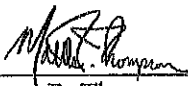
To: City of T or C

Leandra Guerra, Chief Procurement Officer
505 Sims
Truth or Consequences, NM 87901

To the Engineer-Architect: BOHANNAN HUSTON

Printed Name: Mathew R. Thompson, Senior VP

Address: BOHANNAN HUSTAN
425 South Telshor Boulevard Suite C-103
Las Cruces, NM 88011

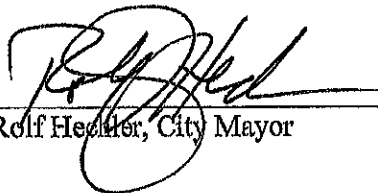
By:  Date: October 14, 2024
Mathew R. Thompson, Senior Vice President

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

By:  Date: 10-17-24
For Angie Gonzales, City Manager

MAYOR, MAYOR PRO-TEM, BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 9th day of October 2024



Rolf Hecker, City Mayor



Angela A. Torres, City Clerk

City Chief Procurement Officer:

By:  Date: 10/17/2024

Lelandra Guerra, CPO
City of T or C

April 2, 2026

Traci Alvarez, Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

RE: City of TorC Wastewater Treatment Plant Rehabilitation
On-Call Engineering Services – RFQ 2023-01 - Task Order #3

Dear Ms. Alvarez:

Bohannon Huston, Inc., (BHI) is pleased to provide the attached task order proposal for the rehabilitation and improvement of existing system components at the Wastewater Treatment Plant to the City of Truth or Consequences (City) for review and consideration. The scope of work was developed based on tasks listed in the EPA Administrative Order, NMED Discharge Permit and from discussions with the City Staff to determine project goals and expectations. Please let us know if you would like to meet and discuss any element of this scope in detail or if there are any additional items you would like us to take into consideration as part of the project scope.

If acceptable, please return the executed task order and/or purchase order which will be considered the effective notice to proceed. If you have any questions, please contact me directly at 575-532-8670. Thank you for the opportunity and we look forward to working with you on these critical tasks for the City.

Sincerely,



J. Alfredo Holguin, PE
Senior Project Manager

Enclosures

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 10th day of April 2026 (effective date) by and between City of Truth of Consequences hereinafter referred to as the OWNER, and Bohannon Huston Inc. hereinafter referred to as the ENGINEER. This contract expires on December 31, 2028.

The OWNER intends to construct a Project consisting of work associated with the rehabilitation and improvement of existing system components at the Wastewater Treatment Plant (WWTP).

in Sierra County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

CONTENTS

SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally
Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

Engineer Services During the Planning Phase
Engineering Services During the Design Phase
Engineering Services During the Construction Phase
Engineering Services During the Operation Phase

SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- ☒ Attachment I – Insurance - required
- ☐ Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This
phase expires on _____.
- ☒ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This 10th day of April, 2026
Contract Time shall be 312 calendar days from Authorization to proceed date. This
phase expires on March 16, 2027.

- ☒ Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This 10th day of April, 2026
Contract Time shall be 880 calendar days from Authorization to proceed date. This phase expires on October 6, 2028.
- ☐ Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are 100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof, and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate "None")

☒ None

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☐ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☐ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Gary Whitehead

Title City Manager

By:  _____ Date: 4/2/2026

ENGINEER

Type Name Matthew R. Thompson

Title Senior Vice President

Address 425 S. Telshor Blvd.

Suite C-103

Las Cruces, NM 88012

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 10 day of April, 2026 (effective date) by and between the City of Truth or Consequences, the OWNER, and Bohannon Huston Inc., the ENGINEER, the OWNER and ENGINEER agree this 10 day of April, 2026 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

A. PROJECT SCOPE DESCRIPTION

This project's planned improvements work scope consists of the following:

1. Bar Screen Replacement & Headworks Improvements: Replacement of failed bar screen equipment and control panels with new automatically cleaned bar screen. ENGINEER will investigate 1/4" spacing bar screen assemblies and determine most appropriate manufactured product for this facility with operations concurrence. New Bar Screen to be rated at the current maximum full plant capacity of 1.06 million gallons per day (MGD) Average Daily Flow, and 3.0 MGD for Peak Hourly Flow. The existing manual bar screen located on the bypass channel is to remain in place. Improvements also include an extension of the headworks staircase to ground surface and the addition of a crane system for debris removal.
2. North No. 1 & South No. 2 Clarifier: Replacement of all FRP components within clarifier units including effluent launder, launder knee brace supports, fiberglass scum baffle, fiberglass scum baffle supports, and weirs plates with stainless steel units. All other equipment to remain in place. Underwater components such as rake assemblies and piping to be evaluated during construction.
3. Bar Screen Control System: The existing bar screen control panel within the headworks control building will be removed and replaced with a new control panel and be incorporated into the existing SCADA system. ENGINEER to coordinate with City's primary SCADA provider for required integration.

The anticipated project duration is as shown in Exhibit A. The detailed project schedule includes anticipated funding and regulatory agency lead times for review. The days shown are working days, not calendar days. The estimated completion dates are based on the timely completion of the preceding tasks.

The location of the project work is anticipated to remain in the immediate vicinity of each component to be rehabilitated as shown in Exhibit B. The project's engineering services are broken down into multiple work tasks identified below in the following outline:

DESIGN SERVICES:

Task 1 – Project Communications and Management

Task 2 – Supplemental Site Data Acquisition

Task 3 – 60% Preliminary Draft Design

Task 4 – 95% Final Draft and Final Stamped Design

B. DESIGN SERVICES

Task 1: Project Communications and Management

Objective: Provide effective communications, coordination, meetings and project management for the Project through the design phase to project final commissioning.

Approach: ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain additional Project information, to obtain OWNER input, and to develop critical success factors for design and implementation of the Project. As part of this meeting, OWNER goals and constraints will be identified to assist the ENGINEER in screening and evaluation of preliminary design approach in order to replace and upgrade the facilities while continuing to maintain operation. Subsequent design phase meetings with OWNER staff and operations team members will be conducted, as required, to complete the Project deliverables.

The ENGINEER and OWNER will have regular conference calls and email communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER will provide a monthly progress report attached to monthly invoicing that summarizes the work completed since the last report, work to be completed during the next period, budget status, issues and concerns, and schedule status. The ENGINEER shall attend one (1) meeting per month to update OWNER staff on the current status of specific design activities and get input needed to maintain the design phase schedule.

Other Project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. An initial kick-off meeting will be held at the OWNER's offices with OWNER staff, ENGINEER's project manager and project engineer, and other stakeholders that may be identified by the OWNER.
2. Up to ten (10) monthly progress meetings shall be held virtually utilizing MS Teams during the design phase.

Deliverables:

1. Kick-off meeting agenda and meeting minutes
2. Monthly progress reports – delivered via e-mail

3. Regular conference meeting minutes
4. Monthly invoices for ENGINEER's services

Task 2: Supplemental Site Data Acquisition

Objective: Gather and compile supplemental information related to confirming the existing conditions of facilities in order to support the design process.

Approach: In order to proceed with the design phase, additional information related to the specific process, structural, mechanical, and electrical as-built conditions will need to be acquired and integrated into the design basis for each existing facility component. ENGINEER will conduct all necessary field investigations to confirm current as-built conditions by reviewing existing as-built information of each facility component to be involved in the construction and then confirming that information with site visits and discussions with OWNER staff.

Assumptions:

1. OWNER will provide ENGINEER with all available design, record drawing, and operational information on applicable WWTP components.

Deliverables:

1. 1. Copy of field notes and meeting minutes from discussions with OWNER Staff.

Task 3: 60% Preliminary Draft Design

Objective: ENGINEER will prepare 60% complete construction drawings in plan format to be displayed on 22" x 34" layout drawings for OWNER review. The intent of this phase is for the OWNER to review and provide comments on core project elements prior to initiation of final details and permit coordination.

Approach: To accomplish these objectives the following work task work elements will be performed:

1. Create full preliminary design plan layouts, profiles and sections.
2. Select and review manufacturer's equipment information and establish parameters to meet the treatment plant's established design criteria.
3. -Hydraulic profile analysis of new bar-screen and clarifier equipment within overall treatment facility.

4. Coordinate with equipment manufacturers on required design parameters, material of construction selection, and existing structure anchoring modifications required for new components.
5. Identify limits of project construction and interface points with daily operations during construction: temporary water, electric, access, construction staging, and materials storage.
6. Perform a constructability review of the proposed Project elements. Identify all Project elements requiring specialized construction methods and review alternatives. Identify all temporary construction by-passing needed to put permanent facilities in place.
7. Prepare structural concrete rehabilitation methods and anchoring modifications.
8. Prepare electrical system layout, control drawings and schematics, and instrumentation connections.
9. Prepare critical early review technical specifications using Construction Specifications Institute (CSI) divisions 1 through 48.
10. Prepare a preliminary opinion of probable construction costs for the proposed improvements.
11. Coordination and submission of required deliverables to funding and technical oversight agency stakeholders for design milestone approvals.

All design elements will comply with any applicable OWNER Utility Standards or Details. ENGINEER will consult with OWNER staff and all other affected departments during the design phase in coordination meetings to identify special project needs as the design develops. ENGINEER will complete the design documents to approximately 60% and submit to OWNER staff, NMED Groundwater Quality Bureau (NMED-GWQB), NMED Construction Programs Bureau (CPB), and the United States Environmental Protection Agency (EPA) for review and comments. ENGINEER will incorporate all 60% review comments and begin preparation of 95% final draft review set.

A preliminary opinion of construction cost will be provided with the 60% preliminary draft documents. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Assumptions:

1. The ENGINEER's standard technical specifications, in CSI format will be used as a basis for Divisions 1 through 48. The Project specifications will be customized to clearly describe the scope of work, material requirements, execution requirements, submittal requirements, testing procedures, measurement, and payment necessary for the bidding and construction of the facilities to be constructed.
2. No structural concrete physical modifications will be made to the secondary clarifier structure for new attachment points.

3. No funding Maximum Allowable Construction Cost will be targeted requiring an additive alternate scheme to be developed.
4. No project dewatering, treatment and discharge plans will be required.
5. The existing bypass channel in the headworks will be utilized for diverting flows away from failed bar screen and no additional influent by-pass scheme and coordination will be required.

Deliverables:

1. Two (2) full-size paper copy of 60% review drawings for physical notations captured by Operations personnel.
2. One Adobe PDF of full-size drawings in digital format to be available from ENGINEER web hub.

Task 4: 95% Final Draft and Final Stamped Design

Objective: The intent of this task is to incorporate all final OWNER and technical oversight agency review comments prior to finalizing and certifying the construction document set. All remaining associated construction details related to process equipment installation and anchoring, concrete surface rehabilitation, and electrical systems will be shown. Final construction phasing and staging details (if applicable) of the installation will be provided, as required to define all remaining work elements.

Approach: ENGINEER will prepare Final Draft construction drawings in plan format to be displayed on 24" x 36" layout drawings for OWNER review. Final draft technical specifications for the construction of the project work will also be provided for review with this submittal. ENGINEER will provide all construction contract related documents in EJCDC form or Owner basis of contract documents. ENGINEER will compile all contract documents, technical specifications and plans into a construction document set for use in project bidding. ENGINEER will complete the design drawings to approximately Final Draft and submit to OWNER staff and Regulatory Agency for review and comments.

ENGINEER will incorporate Final Draft review comments and provide a stamped plan set suitable for obtaining bids from licensed contractors within a public bidding process.

A final opinion of construction cost and overall funding analysis will be provided for final draft construction drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Deliverables:

1. Two (2) full-size paper copy of 95% review drawings for physical notations captured by Operations personnel.
2. One Adobe PDF of full-size drawings in digital format to be available from ENGINEER web hub.

- B. Cost Proposal – Include hourly breakdown for each task
Compensation for services of ENGINEER (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

Task 1: Project Communication and Management (LS) \$8,520

Task 2: Supplemental Site Data Acquisition (LS) \$8,660

Task 3: 60% Preliminary Draft Design (LS) \$91,600

Task 4: 95% Final Draft and Final Stamped Design (LS) \$64,700

Design Phase Services Subtotal: \$173,480

- C. Reimbursable Expense Schedule
0

- D. Contract Time shall be 312 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by February 16, 2027 (DATE). If design phase services have not been completed and accepted by March 16, 2027 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$173,480.00, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of

hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Gary Whitehead

Title City Manager

By: _____ Date: 4/2/2026

ENGINEER

Type Name Matthew R. Thompson

Title Senior Vice President

Address 425 S. Telshor Blvd.

Suite C-103

Las Cruces, NM 88012

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 10 day of April, 2026 (effective date) by and between the City of Truth or Consequences, the OWNER, and Bohannon Huston Inc., the ENGINEER, the OWNER and ENGINEER agree this 10 day of April, 2026 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

A. PROJECT SCOPE DESCRIPTION

This project's planned improvements reconstruction work scope consists of the following:

1. Bar Screen Replacement & Headworks Improvements: Replacement of failed bar screen equipment and control panels with new automatically cleaned bar screen. ENGINEER will investigate 1/4" spacing bar screen assemblies and determine most appropriate manufactured product for this facility with operations concurrence. New Bar Screen to be rated at the current maximum full plant capacity of 1.06 million gallons per day (MGD) Average Daily Flow, and 3.0 MGD for Peak Hourly Flow. The existing manual bar screen located on the bypass channel is to remain in place. Improvements also include an extension of the headworks staircase to ground surface and the addition of a crane system for debris removal.
2. North No. 1 & South No. 2 Clarifier: Replacement of all FRP components within clarifier units including effluent launder, launder knee brace supports, fiberglass scum baffle, fiberglass scum baffle supports, and weirs plates with stainless steel units. All other equipment to remain in place. Underwater components such as rake assemblies and piping to be evaluated during construction.
3. Bar Screen Control System: The existing bar screen control panel within the headworks control building will be removed and replaced with a new control panel and be incorporated into the existing SCADA system. ENGINEER to coordinate with City's primary SCADA provider for required integration.

The anticipated project duration is as shown in Exhibit A. The detailed project schedule includes anticipated funding and regulatory agency lead times for review. The days shown are working days, not calendar days. The estimated completion dates are based on the timely completion of the preceding tasks.

The location of the project work is anticipated to remain in the immediate vicinity of each component to be rehabilitated as shown in Exhibit B. The project's engineering services are broken down into multiple work tasks identified below in the following outline:

CONSTRUCTION SERVICES:

Task 5 – Contract Preparation & Negotiation

Task 6 – Construction Administration

Task 7 – Operation & Maintenance Manual and Record Drawings

Task 8 – Construction Observation

C. CONSTRUCTION SERVICES

Task 5: Contract Preparation & Negotiation

Objective: Coordination with selected contractor for the preparation of Contract Documents in EJCDC format for the construction of the Project utilizing the City's On-Call Contractor procurement process in conformance with current state and local procurement procedures.

Approach: ENGINEER will provide the following services throughout the contract administration phase of the project.

1. Request wage rates from NM Dept. of Workforce Solutions
2. Provide clarification of the contract document's intent during the bidding process and determine the need for issuance of addenda.
3. Establish a web portal for all document distribution and handling.
4. Prepare addenda, when required.
5. Provide a certified tabulation of bid and assist OWNER in evaluating the bid received.
6. Verify contractor compliance with contract requirements, license requirements, and use of subcontractors.
7. Advise OWNER as to any irregularities in the bidder's bid proposal, if necessary.
8. Prepare a recommendation of award letter to the OWNER for review by OWNER counsel and approval.
9. Prepare a Notice of Award to be issued by the OWNER to the selected Contractor.
10. Compile as-awarded documents for execution by the contractor and the OWNER

Assumptions:

1. One paper copy of project manual and plan set will be provided to the contractor upon award.
2. No federal wage rates or specifications for construction are required.

Deliverables:

1. Wage Rates
2. Addenda, as required
3. Recommendation for Award and Certified Bid Tabulation to OWNER staff
4. Notice of Award for execution
5. As-awarded contract documents for execution

Task 6: Construction Administration

Objective: Document project compliance with the contract documents, specifications and plans as the work progresses. Provide effective communications and coordination between the OWNER, the ENGINEER and the CONTRACTOR during construction of the Project.

Approach: ENGINEER will provide construction administration of the construction contract on behalf of the OWNER to include the following:

1. Provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the ENGINEER'S duties and responsibilities and the limitations of his authority thereunder shall not be modified without the OWNER'S written consent.
2. Be the representative of the OWNER during the construction phase and shall advise and consult the OWNER. Instructions to the CONTRACTOR shall be forwarded only through the ENGINEER. The ENGINEER shall have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents and any amendments thereto.
3. Organize and conduct a pre-construction conference with the key stakeholders, including OWNER operations staff, CONTRACTOR and their subcontractors. The pre-construction meeting will allow all stakeholders in the project to meet and understand how the CONTRACTOR will approach the project and provide a schedule of events. Attendees will be allowed to raise concerns, and protocols will be established. As part of this meeting, attendees will provide contact information that will be copied and provided to all stakeholders. Meeting minutes will be documented and distributed.
4. Create an online project management documentation system to develop, store, maintain, and update all pertinent project information during construction and commissioning. The ENGINEER will use an internally developed website used for construction management called BHITracker. This website will track Requests for Information (RFIs), Design Revisions, Submittals/Shop Drawings, Pay Requests, Change Orders and Field Reports. Field reports will be generated weekly based on daily inspection reports of the Resident Project Representative. All key personnel and agencies will be provided access to the website using a username and password. Once access is established, BHITracker will allow the user access to the documentation so that they have the latest information available to them at all times. ENGINEER'S assigned "gatekeeper" will monitor and facilitate the flow of information and maintain the website. Email notifications will keep each party responsible aware if they have any outstanding items pending. The website will automatically log all information in summary format, which will be used during construction progress meetings.
5. Make monthly visits to the site or at such other times as appropriate during the progress of the Work, for the purposes of notifying the OWNER on the progress and condition of the Work and to adequately represent the OWNER. On the basis of on-site observations, the ENGINEER will endeavor to guard the OWNER against defects and

deficiencies in the construction. ENGINEER will determine if any portion of the Work varies from the requirements of the Contract Documents, and immediately notify the CONTRACTOR and the OWNER of the nature of the work required to correct such non-compliance.

6. Render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the CONTRACTOR and provide written decisions within a reasonable time on all claims, disputes, and other matters in question between the OWNER and the CONTRACTOR relating to the execution or progress of the Work or the interpretation of the Contract Documents.

7. Review the CONTRACTOR'S submittals, such as shop drawings, product data, and samples, for the conformance with the information given in the Contract Documents.

8. Review and determine the acceptability of all schedules that CONTRACTOR is required to submit to ENGINEER, including the Work Progress Schedules, Schedule of Submittals, and Schedule of Values.

9. Determine, certify, and make recommendations to the OWNER for payment of the amounts owed to the CONTRACTOR subject to the OWNER'S approval, based on observations at the site and on evaluations of the CONTRACTOR'S Applications for Payment.

10. Prepare all Change Orders, as necessary, as defined in the Conditions of the Contract for Construction.

11. Continuously monitor overall project funding including change orders, bid alternates additional work directives, and funding contingencies. Provide written updates on the overall project budget and "estimates to finish" at monthly project progress meetings.

12. Conduct observations to determine the Dates of Substantial Completion and Final Completion. The ENGINEER will obtain and forward to the OWNER for the OWNER'S review all closeout documents including written warranties, occupancy certificates, maintenance and operating instructions, schedules, guarantees, bonds, evidence of insurance required by the Contract Documents, and other related documents required by the Contract Documents and assembled by the CONTRACTOR.

Assumptions:

1. The Construction Phase will commence with the execution of the Contract for Construction and ends with the final payment to the CONTRACTOR.

2. The extent of the duties, responsibilities, and limitations of authority of the ENGINEER as the OWNER'S representative during construction shall not be modified or extended without written consent of the OWNER and the ENGINEER.

3. The ENGINEER shall have access, at all times, to the project work site, whether it be in preparation or progress.

4. The ENGINEER shall have authority to reject any work which does not conform to the Contract Documents. Where rejected work is not promptly corrected, the ENGINEER shall recommend to the OWNER that all project work shall stop. Whenever, in the ENGINEER'S professional opinion, it is necessary or advisable for the

implementation of the intent of the Contract Documents, the ENGINEER will have authority to require special inspection or testing of all project work in accordance with the provisions of the Contract Documents.

Deliverables:

1. Pre-construction conference meeting agenda and minutes
2. One (1) USB drive of a final Windows file tree, including a log of all submittals, notations, RFI's, interpretations of documents, and field directives.
3. Certification of CONTRACTOR pay requests and change orders

Task 7: Operation & Maintenance Manual and Record Drawings

Objective: Provide written procedures for the treatment plant operations staff to use, to operate and maintain new facility equipment upon completion. Prepare permanent record drawings of the Project upon completion.

Approach: The ENGINEER will provide the following services to deliver an Operations and Maintenance (O&M) Manual relative to the equipment installed and prepare the record drawings for the project:

1. Review operations and maintenance manuals for individual equipment and/or system components that are required as part of the construction contract. Ensure each manual properly includes major sections that include a general description of the system or equipment, installation instructions, theory of operation, standard operating procedure and troubleshooting, regular and preventive maintenance, part lists and drawings.
2. Ensure completion of on-site field training and video taping of equipment installations as required by the contract documents.
3. Aggregate new equipment O&M manuals, into overall plant O&M manual paper binder resource system that can be referenced by the operations staff on a daily basis.
4. Compile all digital O&M Manuals from equipment suppliers into final digital file database for archiving within overall plant digital database for computer research and viewing.
5. Ensure the CONTRACTOR maintains an up-to-date set of project construction drawings as the project work progresses until final completion.
6. Using the CONTRACTOR field mark-ups, the ENGINEER shall modify the original reproducible drawings, delineating recorded built conditions of the project work showing all changes from the as-advertised drawing stage.

Assumptions:

1. All equipment supplier O&M manuals will be provided in digital format as part of the construction contract.
2. Only those drawings that have actual changes will be modified.

Deliverables:

1. One (1) copy of new equipment O&M manuals for incorporation into OWNER's paper binder resource system.
2. Field training reports and videos
3. Electronic archive of all O&M data.
4. Final record drawings in both paper and electronic (PDF) format.

Task 8 – Construction Observation

Objective: Provide a part-time Resident Project Representative (RPR) during the construction period of the project. RPR shall provide 20 hours of effort weekly, over an assumed total of four (4) months of field observation. Through the observations of this RPR, the ENGINEER shall provide further protection for the OWNER against defects and deficiencies in the CONTRACTOR Work to determine that the Work is carried out in conformance with the plans and specifications.

Approach: The RPR, on behalf of the ENGINEER, will provide construction observation of the construction contract on behalf of the OWNER to include the following:

Coordination

1. Act as OWNER's agent at the site as directed by and under the supervision of ENGINEER. The RPR's dealings in matters pertaining to the on site work shall in general be with OWNER and the CONTRACTOR. RPR's dealings with subcontractors shall only be through or with full knowledge and approval of the CONTRACTOR. Serve as OWNER's liaison with CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist in understanding the intent of the contract documents.
2. Coordinate with the CONTRACTOR for the safe storage of equipment and materials at the job site, establish designated procedures for construction activities that will interface with project functions such as site access, waste disposal, and perimeter delineation, and assist the CONTRACTOR in becoming familiar with other operational activities affected by the Work.
3. Coordinate the activities of the materials testing laboratory and other special consultants retained by CONTRACTOR or OWNER to perform special services during the course of the Work.

4. Organize, schedule, direct and otherwise attend meetings with the CONTRACTOR, OWNER, and other parties affected by the Work, such as preconstruction conferences, progress meetings, job conferences and other project related meetings. Prepare and circulate copies of minutes thereof.
5. Accompany visitors representing the public or other agencies having jurisdiction over the project; record these visits and results of these visits, and report to OWNER.
6. Report to OWNER when clarification and interpretations of contract documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued.
7. Consider and evaluate CONTRACTOR's suggestions for modifications in drawings or specifications and report with RPR's recommendations to OWNER. Transmit to CONTRACTOR decisions as issued by OWNER and ENGINEER.
8. Consult with OWNER in advance of scheduled major tests, inspections, start of important phases of Work or delivery of items furnished by OWNER.

Documentation

1. Record names, addresses, and telephone numbers of all emergency services, public and private utilities, contractors, subcontractors, and major suppliers of materials and equipment.
2. Review the progress schedule, schedule of shop drawings and schedule of values prepared by the CONTRACTOR and consult with OWNER concerning acceptability.
3. Record dates of receipt of material samples received from the CONTRACTOR at the site and notify OWNER of the availability of samples for examination.
4. Maintain at the jobsite orderly files of correspondence, reports of job conferences, approved shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, OWNER's and ENGINEER's clarifications and interpretations of contract documents, progress reports, requests for payment, and other project related documents.
5. Keep a daily record of CONTRACTOR hours on the job site, staffing levels, equipment in use, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of jobsite visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; make daily reports of all inspection personnel available to OWNER using BHITracker.
6. Using BHITracker, compile a complete photographic journal of the project progress; include photos of construction processes, completed work, severe weather conditions; take photos on both a random and scheduled basis showing changes in the project site from designated locations over the course of the project.
7. Compile and distribute a written progress report of project progress on a weekly basis to OWNER, CONTRACTOR and other parties designated by OWNER.
8. Review applications for payment submitted by the CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER for Certification, noting particularly the relationship of

the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated in the Work.

9. Ensure that the CONTRACTOR updates on a regular basis and maintains one set of project documents to be designated "record drawings" at the end of the construction phase. Ensure that the documents are turned over to the ENGINEER at the end of the project for incorporation into the contract documents and submission to OWNER.

10. Document proposed changes in the Work; request costs from the CONTRACTOR for proposed scope changes; evaluate proposed changes and CONTRACTOR estimates for impact on schedule and budget and make recommendations regarding proposed changes to OWNER.

Inspection

1. Be present at the jobsite during at least 35% of all work hours in which the CONTRACTOR, subcontractors, or other parties to the project are performing Work covered by the contract documents that is essential to project function, performance and aesthetic quality.

2. Monitor CONTRACTOR progress of the Work, evaluate CONTRACTOR work force and equipment dedicated to the project and report to OWNER on acceptability of the same throughout the course of the Work.

3. Advise OWNER, ENGINEER and CONTRACTOR of the commencement of any Work for which approved shop drawings or samples have not been received by RPR at the site.

4. Conduct on site observations of the work in progress to determine if the work is proceeding in accordance with the contract documents.

5. Issue non conformance reports to the CONTRACTOR for any work not in substantial compliance with the contract documents. Report to OWNER and ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise OWNER of work the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

6. Require such special inspections or tests of CONTRACTOR's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.

7. Submit to CONTRACTOR a list of observed items that will require completion or correction prior to issuing a certificate of substantial completion.

8. Participate in a final inspection in the company of OWNER, ENGINEER, the CONTRACTOR, and other interested parties; prepare a final list of items to be completed or corrected. Ensure that punch list items are completed and consult with OWNER concerning final acceptance of the project.

9. Prepare a final construction report for the project outlining project conditions, events, progress, and other pertinent aspects. Identify project specifics that worked well and other areas that can be improved for future reference for other projects.

Limitations of Authority

In conjunction with the above Scope of Work, the RPR shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment unless authorized by OWNER either verbally or by written order.
2. Exceed limitations of ENGINEER's authority as set forth in the contract documents.
3. Assume any of the responsibilities of the CONTRACTOR, subcontractors, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Authorize OWNER to occupy the project in whole or in part.

Assumptions:

1. ENGINEER will provide inspection personnel and all equipment necessary to perform the functions as described.
2. Specialized inspection and testing equipment, if any, will be provided by the CONTRACTOR as specified in the construction contract documents.

Deliverables:

1. Daily Activity Reports through BHITracker.
2. Photo journal of project progress through BHITracker.
3. Verification of CONTRACTOR pay requests and change orders.

B. Cost Proposal – Include hourly breakdown for each task

Compensation for services of ENGINEER (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

Task 5: Contract Preparation & Negotiation (LS) \$7,500

Task 6: Construction Administration (LS) \$43,500

Task 7: O&M Manual and Record Drawings (LS) \$10,000

Task 8: Construction Observation (T&M NTE) \$48,000

Construction Phase Services Subtotal: \$109,000

C. Reimbursable Expense Schedule

0

- D. Contract Time shall be 880 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by September 6, 2028 (DATE). If construction phase services have not been completed and accepted by October 6, 2028 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$61,000.00, excluding gross receipt tax.

☒ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$48,000.00, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Gary Whitehead

Title City Manager

By:  Date: 4/2/2026

ENGINEER

Type Name Matthew R. Thompson

Title Senior Vice President

Address 425 S. Telshor Blvd.

Suite C-103

Las Cruces, NM 88012

REVIEWED AND APPROVED: FUNDING AGENCY

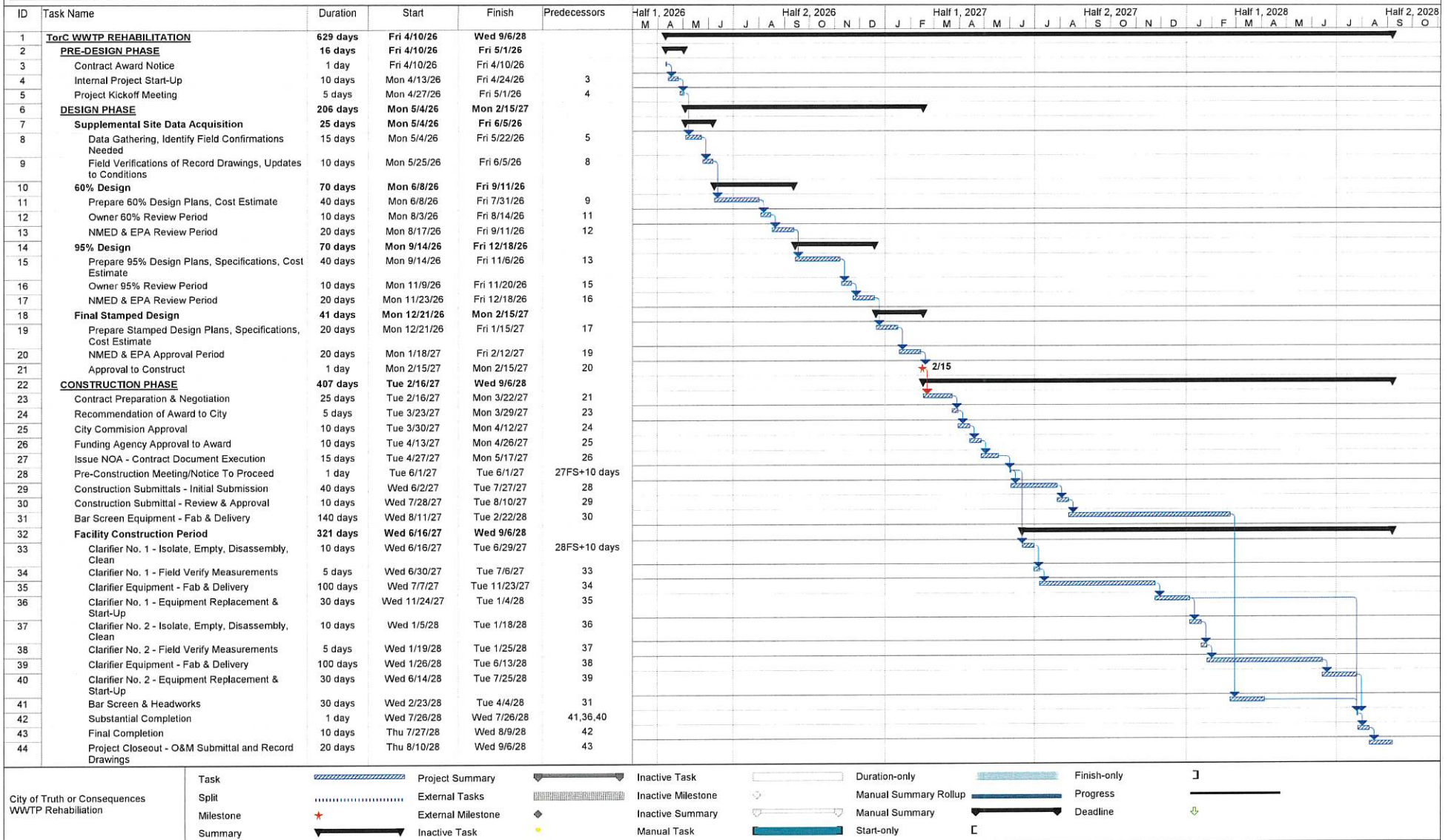
AGENCY NAME: _____

By _____

Type Name _____

Date _____

EXHIBIT A - PROJECT SCHEDULE





City of Truth or Consequences
Existing WWTP Layout

PROCESS SYMBOL LEGEND	
—	NEW WATER LINE
—	NEW SLUDGE LINE
—	NEW WASTE ACTIVATED SLUDGE
—	NEW DISCHARGE
—	WASTE WATER INFLUENT
—	SLUDGE
—	RETURN ACTIVATED SLUDGE
—	WASTE ACTIVATED SLUDGE
—	SLUDGE LINE
—	WASTEWATER EFFLUENT
—	WASTEWATER EFFLUENT REUSE
—	WASTEWATER SLUDGE LINE
—	WATER SEWER
—	FLOW CONTROL STRUCTURE CONTAINING STOP GATES
—	MONITORING WELL
—	NEW MANHOLE
—	MANHOLE
—	NOT TO SCALE



EXHIBIT - B City of Truth or Consequences

WWTP Rehabilitation Project Areas



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: E.76

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: April 17, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

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

Recommendation:

Approval Recommended by Chief Financial Officer. Please see the attached purchase item list.

Attachments:

- CBDG Grant
 - CBDG Water Meter Replacement Project
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

- \$ 708,090.82
- CBDG Grant No. 22-C- NR-I-07-G-01

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 4-22-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



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

Ingo Hoepfner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

April 17, 2026

To City Mayor, Pro-Tern and Commissioners,

RE: CBDG WATER METER REPLACEMENT PROJECT

The Procurement Department along with Community Development Department was awarded CBDG Grant No. 22-C- NR-I-07-G-01. This is for the construction services for the project.

I will defer to Traci Alvarez the Assistant City Manager. Thank you.

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

\$708,090.82

CBDG Fund: 314-8603

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition #96247

PROCUREMENTS \$60,000 AND OVER

2025-26 Fiscal Year

COMMISSION MEETING 04/22/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	TLC PLUMBING AND UTILITY	CONSTRUCTION SERVICES CDBG WATER METER REPLACEMENT PROJECT	Carlos Miyagishima	Procurement	\$708,090.82	CDBG Grant
TOTAL					\$ 708,090.82	

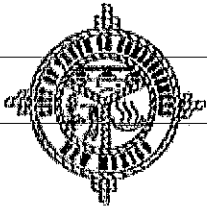
ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



REQUISITION

Requisition #: 96247

Date: 04/15/2026

Vendor #: 8465

ISSUED TO: TLC PLUMBING AND UTILITY
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107-

SHIP TO: COMMUNITY DEVELOPMENT
401 McAdoo St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 CONSTRUCTION SERVICES WA METER REPLACEMENT		0.00 314-8603-60841	637,281.74
2	0 CONSTRUCTION SERVICES WA METER REPLACEMENT		0.00 314-8603-45600	70,809.08
PO Description: CONSTRUCTION SERVICES CDBG WATER METER REPLACEMENT				
Detailed Description: ON HOLD PENDING COMMISSION APPROVAL 4-22-26 ITB #2026-01-008 CDBG Water Meter Replacement Project CDBG Grant No. 22-C-NR-I-01-G-01				

Authorized By: _____

SUBTOTAL:	708,090.82
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	708,090.82

March 24, 2026

Jocelyn Holguin
Finance Director/ CPO
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: Recommendation of Award, City of Truth or Consequences Water Meter Replacement Project

Bids were received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, on Thursday, March 12th, 2026, until 2:00 pm MST local time. At 2:14 pm MST, March 12th, 2026, the bids were moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM to be publicly opened and read. The following bids were received and are presented in the order in which they were opened:

No.	Company	Base Bid (excl. NMGRT)	Additive Alternative 1 (excl. NMGRT)	Additive Alternative 2 (excl. NMGRT)	Additive Alternative 3 (excl. NMGRT)
1	Marrow Enterprises, Inc.	\$776,921.00	\$128,600.00	\$128,600.00	\$128,600.00
2	Sierra Valley Contractors LLC	\$563,970.17	\$93,910.00	\$93,910.00	\$93,910.00
3	KE & G Construction, Inc.	\$773,291.00	\$110,000.00	\$110,000.00	\$110,000.00
4	J29 Enterprises LLC	\$702,062.40	\$110,670.00	\$110,670.00	\$110,670.00
5	File Construction LLC	\$701,215.70	\$119,792.00	\$119,792.00	\$119,792.00
6	J&S Plumbing and Heating LLC	\$852,956.00	\$150,000.00	\$150,000.00	\$150,000.00
7	Sanchez Demolition	\$718,341.00	\$150,346.00	\$150,346.00	\$150,346.00
8	TLC Company, Inc.	\$557,771.00	\$95,600.00	\$95,600.00	\$95,600.00
9	Jocelyn Water and Sewer, LLC	\$571,243.00	\$87,600.00	\$87,600.00	\$87,600.00

A complete tabulation of bids is attached. The evaluation of the bid is based on the Base Bid + Additive Alternative 1. Nine bids were received from Marrow Enterprises Inc., Sierra Valley Contractors LLC, KE & G Construction Inc., J29 Enterprises LLC, File Construction LLC, J&S Plumbing and Heating LLC, Sanchez Demolition, TLC Company Inc., and Jocelyn Water and Sewer LLC. The low bidder was TLC Company, Inc. based on the Base Bid.

Wilson and Company has reviewed the bid for the following information:

- The Bid Proposal was signed by an individual duly authorized to bind the company.
- TLC Company, Inc. acknowledged receipt of all addendums.
- TLC Company, Inc. is a licensed contractor in the State of New Mexico in good standing.

Included with the signed Bid Proposal form, TLC Company, Inc. submitted the following:

- A. Bid Bond
- B. Bid Security with Agents Affidavit
- C. Subcontractors Listing & NMDWS Registration Form
- D. Form 950.1 Certification of Bidder Regarding Equal Employment Opportunity
- E. Certification of Bidder Regarding Section 3 and Segregated Facilities
- F. Section 3 Plan
- G. Table A: Proposed Subcontractor Breakdown
- H. Table B: Estimated Project Workforce Breakdown
- I. Active or "in progress" status in the System of Award Management (sam.gov) for contractor and subcontractor(s).

Based on the information provided and the available funding, the lowest responsible bidder is TLC Company, Inc. We, therefore, recommend the construction contract for the City of Truth or Consequences Water Meter Replacement Project, Base Bid + Additive Alternative 1, be awarded to TLC Company, Inc. for a total contract award amount of \$653,371.00, excluding NMGR. With the NMGR (rate of 8.375%) of \$54,719.82, for a total contract amount of \$708,090.82 with NMGR. We recommend verifying the obligated funding amounts with the New Mexico Department of Finance prior to awarding any portion of the project.

Sincerely,



Mark A. Nasi, PE

Sr. Water/Wastewater Project Manager
Wilson & Company, Inc., Engineers & Architects

Enclosures:

Project Bid Tabulation
Required Bid Documents Checklist
Sign-In Sheet

CC:

Gary Whitehead, City Manager, City of Truth or Consequences
Traci Alvarez, Asst City Manager, City of Truth or Consequences
Carlos Miyagishima, Chief Procurement Officer, City of Truth or Consequences

Project Name	Water Meter Replacement Project
Project #	234055900
City	Trauth & Consequencia
FW	Mark Nease PE

Bid Tabulation

ENGINEERS ESTIMATE					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST
GENERAL					
1	Mobilization & Demobilization	LS	1	\$11,803.00	\$11,803.00
2	Traffic Control	LS	1	\$2,361.00	\$2,361.00
3	Materials Testing	ALLOW	1	\$4,721.00	\$4,721.00
4	Maintenance Agreement	ALLOW	1	\$15,000.00	\$15,000.00
WATERLINE					
5	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Interpreter Kit - RF Menth. M1163	EA	956	\$345.00	\$329,820.00
6	Water Meter Box Remove & Replace, Incl. Connectors.	EA	12	\$2,360.00	\$28,320.00
7	Replace Meter Lid 14COR, 12.5 Type C	EA	944	\$60.00	\$56,640.00
SIDEWALK					
8	Remove and Replace Sidewalk @ Services, CIP	SF	10	\$90.00	\$1,710.00
CONSTRUCTION COST SUBTOTAL				\$450,255.00	
INSGRT (8.33%)				\$37,798.00	
TOTAL ESTIMATED CONSTRUCTION COSTS				\$488,053.00	
ADDITIONAL ALTERNATIVE 1					
WATERLINE					
9	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Interpreter Kit - RF Menth. M1163	EA	200	\$345.00	\$69,000.00
CONSTRUCTION COST SUBTOTAL				\$69,000.00	
INSGRT (8.33%)				\$5,778.00	
TOTAL ALTERNATIVE 1 COSTS				\$74,778.00	
ADDITIONAL ALTERNATIVE 2					
WATERLINE					
10	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Interpreter Kit - RF Menth. M1163	EA	200	\$345.00	\$69,000.00
CONSTRUCTION COST SUBTOTAL				\$69,000.00	
INSGRT (8.33%)				\$5,778.00	
TOTAL ALTERNATIVE 2 COSTS				\$74,778.00	
ADDITIONAL ALTERNATIVE 3					
WATERLINE					
11	Water Meter Remove & Replace w/ 5/8" x 3/4" M&B-30 Meter w/ Bronze Bottom w/ L&G Interpreter Kit - RF Menth. M1163	EA	200	\$345.00	\$69,000.00
CONSTRUCTION COST SUBTOTAL				\$69,000.00	
INSGRT (8.33%)				\$5,778.00	
TOTAL ALTERNATIVE 3 COSTS				\$74,778.00	
TOTAL ESTIMATED CONSTRUCTION COSTS + ADDITIONAL ALTERNATIVE COSTS					\$712,301.00

HARRISON ENTERPRISES, INC.			
BASIC BID			
Houron Enterprises, Inc. Unit Price	Houron Enterprises, Inc. Bid Amount	Calculated	
GENERAL			
\$18,128.00	\$18,128.00	\$18,128.00	
\$6,278.00	\$6,278.00	\$6,278.00	
\$4,721.00	\$4,721.00	\$4,721.00	
\$15,000.00	\$15,000.00	\$15,000.00	
WATERLINE			
\$643.00	\$614,708.00	\$614,708.00	
\$1,216.00	\$14,882.00	\$14,882.00	
\$107.00	\$101,408.00	\$101,008.00	
SIDEWALK			
\$111.00	\$2,489.00	\$2,489.00	
CONSTRUCTION COST SUBTOTAL			
INSGRT (8.33%)			
TOTAL ESTIMATED CONSTRUCTION COSTS			
ADDITIONAL ALTERNATIVE 1			
WATERLINE			
\$643.00	\$128,800.00	\$128,800.00	
CONSTRUCTION COST SUBTOTAL			
INSGRT (8.33%)			
TOTAL ALTERNATIVE 1 COSTS			
ADDITIONAL ALTERNATIVE 2			
WATERLINE			
\$643.00	\$128,800.00	\$128,800.00	
CONSTRUCTION COST SUBTOTAL			
INSGRT (8.33%)			
TOTAL ALTERNATIVE 2 COSTS			
ADDITIONAL ALTERNATIVE 3			
WATERLINE			
\$643.00	\$128,800.00	\$128,800.00	
CONSTRUCTION COST SUBTOTAL			
INSGRT (8.33%)			
TOTAL ALTERNATIVE 3 COSTS			
TOTAL ESTIMATED CONSTRUCTION COSTS + ADDITIONAL ALTERNATIVE COSTS			\$1,200,098.80

SERENA VALLEY CONTRACTORS LLC			
BID #00			
Serena Valley Contractors LLC Unit Price	Serena Valley Contractors LLC Bid Amount	Calculated	
GENERAL			
\$2,002.19	\$2,002.19	\$2,002.19	
\$2,468.00	\$2,468.00	\$2,468.00	
\$4,721.00	\$4,721.00	\$4,721.00	
\$15,000.00	\$15,000.00	\$15,000.00	
WATERLINE			
\$437.87	\$437,484.75	\$437,484.75	
\$840.82	\$10,091.04	\$10,091.04	
\$80.34	\$85,249.96	\$85,249.96	
SIDEWALK			
\$333.77	\$6,718.68	\$6,718.68	
CONSTRUCTION COST SUBTOTAL			
	\$652,973.50	\$652,973.50	
INSGRT (8.33%)			
	\$47,122.50	\$47,122.50	
	\$611,322.87	\$611,322.87	
ADDITIONAL ALTERNATIVE 1			
WATERLINE			
\$459.55	\$83,910.00	\$83,910.00	
CONSTRUCTION COST SUBTOTAL			
	\$83,910.00	\$83,910.00	
INSGRT (8.33%)			
	\$7,864.96	\$7,864.96	
	\$101,774.96	\$101,774.96	
ADDITIONAL ALTERNATIVE 2			
WATERLINE			
\$459.55	\$83,910.00	\$83,910.00	
CONSTRUCTION COST SUBTOTAL			
	\$83,910.00	\$83,910.00	
INSGRT (8.33%)			
	\$7,864.96	\$7,864.96	
	\$101,774.96	\$101,774.96	
ADDITIONAL ALTERNATIVE 3			
WATERLINE			
\$459.55	\$83,910.00	\$83,910.00	
CONSTRUCTION COST SUBTOTAL			
	\$83,910.00	\$83,910.00	
INSGRT (8.33%)			
	\$7,864.96	\$7,864.96	
	\$101,774.96	\$101,774.96	
TOTAL ESTIMATED CONSTRUCTION COSTS + ADDITIONAL ALTERNATIVE COSTS			\$916,527.56

KEGO CONSTRUCTION, INC.			
BID BID			
KEGO Construction, Inc. Unit Price	KEGO Construction, Inc. Bid Amount	Calculated	
GENERAL			
\$64,000.00	\$64,000.00	\$64,000.00	
\$4,000.00	\$4,000.00	\$4,000.00	
\$4,721.00	\$4,721.00	\$4,721.00	
\$15,000.00	\$15,000.00	\$15,000.00	
WATERLINE			
\$845.00	\$871,870.00	\$871,870.00	
\$310.00	\$3,720.00	\$3,720.00	
\$120.00	\$113,380.00	\$113,280.00	
SIDEWALK			
\$300.00	\$6,650.00	\$6,650.00	
	\$723,292.00	\$723,292.00	
	\$61,433.12	\$61,433.12	
	\$794,704.12	\$794,704.12	
ADDITIONAL ALTERNATIVE 1			
WATERLINE			
\$500.00	\$100,000.00	\$100,000.00	
	\$100,000.00	\$100,000.00	
	\$8,712.00	\$8,712.00	
	\$175,712.00	\$175,712.00	
ADDITIONAL ALTERNATIVE 2			
WATERLINE			
\$500.00	\$100,000.00	\$100,000.00	
	\$100,000.00	\$100,000.00	
	\$8,712.00	\$8,712.00	
	\$175,712.00	\$175,712.00	
ADDITIONAL ALTERNATIVE 3			
WATERLINE			
\$500.00	\$100,000.00	\$100,000.00	
	\$100,000.00	\$100,000.00	
	\$8,712.00	\$8,712.00	
	\$175,712.00	\$175,712.00	
		\$1,152,341.62	
		\$1,152,341.62	

J29 ENTERPRISES LLC			
BASE BID			
J29 Enterprises LLC Unit Price	J29 Enterprises LLC Bid Amount	Calculated	
GENERAL			
\$77,719.00	\$77,719.00	\$77,719.00	
\$1,500.00	\$1,500.00	\$1,500.00	
\$4,721.00	\$4,721.00	\$4,721.00	
\$15,000.00	\$15,000.00	\$15,000.00	
\$131.60	\$489,460.95	\$491,917.55	
\$707.00	\$8,484.00	\$8,484.00	
\$108.39	\$102,040.40	\$102,040.40	
SIDEWALK			
\$67.60	\$1,189.40	\$1,189.40	
	\$750,821.80	\$750,821.80	
	\$16,666.66	\$16,666.66	
	\$759,190.28	\$760,880.00	
ADDITIONAL ALTERNATIVE 1			
WATERLINE			
\$603.30	\$101,670.00	\$101,670.00	
	\$15,000.00	\$15,000.00	
	\$2,268.81	\$2,268.81	
	\$115,938.81	\$115,938.81	
ADDITIONAL ALTERNATIVE 2			
WATERLINE			
\$603.30	\$101,670.00	\$101,670.00	
	\$15,000.00	\$15,000.00	
	\$2,268.81	\$2,268.81	
	\$115,938.81	\$115,938.81	
ADDITIONAL ALTERNATIVE 3			
WATERLINE			
\$603.30	\$101,670.00	\$101,670.00	
	\$15,000.00	\$15,000.00	
	\$2,268.81	\$2,268.81	
	\$115,938.81	\$115,938.81	
TOTAL \$119,606.12			\$1,129,006.12

FILE CONSTRUCTION LLC			
BASI BID			
File Construction LLC Unit Price	File Construction LLC Bid Amount	Calculated	
GENERAL			
\$26,500.00	\$26,500.00	\$26,500.00	
\$2,000.00	\$2,000.00	\$2,000.00	
\$4,721.00	\$4,721.00	\$4,721.00	
\$15,000.00	\$15,000.00	\$15,000.00	
WATERLINE			
\$61.60	\$479,829.00	\$479,829.00	
\$1,272.10	\$13,285.20	\$13,285.20	
\$87.80	\$82,084.40	\$82,084.40	
SIDEWALK			
\$129.40	\$3,468.00	\$3,468.00	
CONSTRUCTION COST SUBTOTAL			
INSGRT (8.33%)			
TOTAL ESTIMATED CONSTRUCTION COSTS			
ADDITIONAL ALTERNATIVE 1			
WATERLINE			
\$89.80	\$109,790.00	\$109,790.00	
CONSTRUCTION COST SUBTOTAL			
INSGRT (8.33%)			
TOTAL ESTIMATED CONSTRUCTION COSTS			
ADDITIONAL ALTERNATIVE 2			
WATERLINE			
\$89.80	\$109,790.00	\$109,790.00	
CONSTRUCTION COST SUBTOTAL			
INSGRT (8.33%)			
TOTAL ESTIMATED CONSTRUCTION COSTS			
ADDITIONAL ALTERNATIVE 3			
WATERLINE			
\$89.80	\$109,790.00	\$109,790.00	
CONSTRUCTION COST SUBTOTAL			
INSGRT (8.33%)			
TOTAL ESTIMATED CONSTRUCTION COSTS			
TOTAL ESTIMATED CONSTRUCTION COSTS			

BID OPENING CHECKLIST FORM



PROJECT NAME: City of Truth or Consequences Water Meter Replacement Project

BID OPENING DATE & TIME: Thursday, March 12th at 2:14PM

NOTE: IMPORTANT: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left-hand side of the front of the envelope.

No.	Bidders Name	Addendum #1-#2 Received	Attended Mandatory Pre-Bid Meeting		New Mexico License No.		A. Bid Bond		B. Bid Security with Agent's Affidavit		C. Subcontractors Listing & NMDWS Registration Form		D. Form 950.1 Certification of Bidder Regarding Equal Employment Opportunity		E. Certification of Bidder Regarding Section 3 and Segregated Facilities		F. Section 3 Plan		G. Table A Proposed Subcontracts Breakdown		H. Table B Estimated Project Workforce Breakdown		I. Active or "in progress" status in the System of Award Management (sam.gov) for contractor and subcontractor(s)		TOTAL BASE BID	TOTAL ADDITIVE ALTERNATIVE 1	TOTAL ADDITIVE ALTERNATIVE 2	TOTAL ADDITIVE ALTERNATIVE 3
			Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	AMMOUNT	AMMOUNT	AMMOUNT	AMMOUNT
1	Marrow Enterprises, Inc.	X	X		X		X		X		X		X		X		X		X		X			X	\$776,921.00	\$128,600.00	\$128,600.00	\$128,600.00
2	Sierra Valley Contractors LLC	X	X		X		X		X		X			X	X		X		X		X			X	\$563,970.17	\$93,910.00	\$93,910.00	\$93,910.00
3	KE & G Construction, Inc.		X		X		X		X		X		X		X		X		X		X			X	\$773,291.00	\$110,000.00	\$110,000.00	\$110,000.00
4	J29 Enterprises LLC		X		X		X		X		X		X		X		X		X		X		X		\$700,521.60	\$110,670.00	\$110,670.00	\$110,670.00
5	File Construction LLC	X	X		X		X		X		X		X		X		X		X		X		X		\$701,215.70	\$119,791.37	\$119,791.37	\$119,791.37
6	J&S Plumbing and Heating LLC	X	X		X		X		X		X		X		X		X		X		X			X	\$852,956.00	\$150,000.00	\$150,000.00	\$150,000.00
7	Sanchez Demolition	X	X		X		X		X		X		X		X		X		X		X			X	\$718,341.00	\$150,346.00	\$150,346.00	\$150,346.00
8	TLC Company Inc.	X	X		X		X		X		X		X		X		X		X		X		X		\$557,771.00	\$95,600.00	\$95,600.00	\$95,600.00
9	Jocelyn Water and Sewer, LLC	X	X		X		X		X		X		X		X		X		X		X		X		\$571,243.00	\$87,600.00	\$87,600.00	\$87,600.00

PROJECT ENGINEER Mark Naji, P.E.
DATE 3/12/2026

CITY OF TRUTH OR CONSEQUENCES
WATER METER REPLACEMENT PROJECT
MARCH 12TH, 2026 AT 2:00 PM
BID OPENING MEETING
ATTENDANCE SHEET
(PLEASE PRINT CLEARLY, FOR THE RECORD)

NAME	REPRESENTING	EMAIL ADDRESS	PHONE
1. <u>Matthew Beck</u>	<u>J+S Plumbing</u>	<u>JoandSplumbingtg@gmail.com</u>	<u>575 538 2973</u>
2. <u>Michael Tarr</u>	<u>J29 Enterprises</u>	<u>rcoroka@J29Enterprises.com</u>	<u>575-650-2258</u>
3. <u>Lamberto Sanchez</u>	<u>Sanchez Demolition, INC</u>	<u>Sanchezdemolition@gmail.com</u>	<u>505 864 7551</u>
4. <u>Steven Warren</u>	<u>Morrow Enterprises Inc</u>	<u>Bids@morrownm.com</u>	<u>575-826-1178</u>
5. <u>Alberto Herrera</u>	<u>TLC company</u>	<u>avherrera@speardnm.com</u>	<u>(505) 389-3859</u>
6. <u>Anthony Chavez</u>	<u>Sierra Valley Contractors</u>	<u>sierravalleycontractors@att.net</u>	<u>575-740-6017</u>
7. <u>Antonio Moreno</u>	<u>KEGG Construction</u>	<u>amoreno@kegtus.com</u>	<u>520-633-9927</u>
8. <u>Laine</u>	<u>Fife Construction</u>	<u>lcruz@fconst.com</u>	<u>505) 400-3611</u>
9. <u>Jamie Foreman</u>	<u>Tarc Water</u>	<u>JForeman@Tarc.gov</u>	<u>575 740 5995</u>
10. <u>Jeremy Jocelyn</u>	<u>Jocelyn Water and Sewer</u>	<u>JocelynWandS@outlook.com</u>	<u>612-607-9306</u>

CITY OF TRUTH OR CONSEQUENCES
WATER METER REPLACEMENT PROJECT
MARCH 12TH, 2026 AT 2:00 PM
BID OPENING MEETING
ATTENDANCE SHEET
(PLEASE PRINT CLEARLY, FOR THE RECORD)

WILSON
& COMPANY

	NAME	REPRESENTING	EMAIL ADDRESS	PHONE
11.	Mark Nasi	Wilson & Company	mark.nasi@wilsonco.com	505 379 5406
12.	Sonya Shanbhag	WCI	sonya.shanbhag@wilsonco.com	(575) 386-9904
13.	Carlos Miyagishima	City of TorC	cmiyagishima@torcnm.gov	
14.	Traci Alvarez	city of TorC	talvarez@torcnm.gov	575-952-0565
15.	Tiffany Goolsby	SCCOG	tigooolsby@scog-nm.com	
16.	Jocelyn Holguin	City of TorC	jholguin@torcnm.gov	575-740-7323
17.				
18.				
19.				

NOTICE OF INVITATION TO BID

PRE-BID INFORMATION
Section 00021

COMMODITY CODES: 91300, 91338, 91340, 91356, 91360, 91392

Competitive sealed bids will be received by the Owner for re-construction of approximately 956 water meters, 944 water meter lid replacements, removal & replacements of 12 water meter boxes, and 19 square feet of sidewalk removal and replacement. The project is located approximately at Latitude: 33.134, Longitude: 107.25.

for ITB N°. 2026-01-008 Project No.: CDBG No. 22-C-NR-I-01-G-01

Project: Truth or Consequences Water Meter Replacement Project

Bids for the construction of the project will be received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, until Thursday March 12, 2026, at 2:00 PM local time. At 2:15 PM MST, on Thursday March 12, 2026, the bids will be moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM and will be publicly opened and read.

Complete sets of the bidding documents in electronic Adobe Portable Document Format (pdf) may be viewed or downloaded through the online Plan Room at: <https://www.wilsoncoplanroom.com/> at no charge. Contractors, subcontractors, suppliers, etc. must register or log-in to view and/or download bidding documents.

Prospective bidders must attend a mandatory Pre-Bid Conference which will be held at the City of Truth or Consequences Commission Chambers, 405 W 3rd St., Truth or Consequences, NM 87901 on February 19th, 2026, at 10:00 a.m. Deadline for questions, Thursday, March 5, 2026 @ 2:00 PM MDT

This Project is funded in whole or in part by a grant from the state of New Mexico Small Cities Community Development Block Grant Program and is subject to requirements of the United States Department of Housing and Urban Development and the funding agency.

Purchasing Agent:

Carlos Miyagishima, CPO

Date: 11/12/2025

(FOR OWNER USE ONLY)

Newspaper:	<u>GPK/ Sentinel</u>	Publish:	<u>January 29th, 2026</u>
Newspaper:	<u>Albuquerque Journal</u>	Publish:	<u>January 29th, 2026</u>
Newspaper:	<u>Las Cruces Sun News</u>	Publish:	<u>January 29th, 2026</u>

(Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 22, 2026

Agenda Item #: F.1

SUBJECT: Discussion/Action: RESOLUTION No. 52 25/26 AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE 2026-2027 NEW MEXICO DEPARTMENT OF TRANSPORTATION'S (NMDOT) TRANSPORTATION PROJECT FUND (TPF)

DEPARTMENT: Community Development

DATE SUBMITTED: April 17, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

We are seeking funding for Phase I of the Smith Street Planning, Design, and Construction Project. including Planning, design, permitting, and construction services for the roadway reconstruction of Smith Street from Date Street to approximately 2,000 l.f. along Smith Street. The project will consist of full-depth roadway reconstruction, ADA-accessibility, drainage improvement, adjustment of existing utilities, and permanent signing and striping:

Total State Share: \$961,022.48

Total Local Share: \$ 50,580.13

Total Project Cost: \$1,011,602.61

Awarded projects will be notified in September

Recommendation:

Approve Resolution 52 25/26 Authorizing Submission of the Application and execution of applicable documents by City Management

Attachments:

- Application Letter
- NMDOT Letter of Project Support

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 4-22-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



Ingo Hoeppepner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

RESOLUTION No. 52 25/26

AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE 2026-2027 NEW MEXICO DEPARTMENT OF TRANSPORTATION'S (NMDOT) TRANSPORTATION PROJECT FUND (TPF)

WHEREAS, the City of Truth or Consequences proposes planning, design, permitting, and construction services for the roadway reconstruction of Smith Street from Date Street to approximately 2,000 LF along Smith Street. The project will consist of full-depth roadway reconstruction, ADA-accessibility, drainage improvements, adjustment of existing utilities, and permanent signing and striping.

WHEREAS, the City of Truth or Consequences, acting by its Commission, requests \$1,011,602.61 to be funded in a proportional share by the parties hereto as follows:

- a) New Mexico Department of Transportation's share shall be 95% or \$961,022.48.
- b) The City of Truth or Consequences' proportional matching share shall be 5% or \$50,580.13; and

WHEREAS, the City of Truth or Consequences assures and certifies that it will comply with the regulations, policies, guidelines, funding match requirements, and any requirements with respect to the acceptance of NMDOT Transportation Project Funds; and

WHEREAS, the New Mexico Department of Transportation requests, as part of the application procedure, the passage and submittal of a local government resolution of support for the project;

NOW THEREFORE, BE IT RESOLVED THAT, the City of Truth or Consequences endorses and supports the submittal of an application for the Smith Street Planning, Design and Construction Project for the FY27 funding cycle in accordance with the procedures established by the New Mexico Department of Transportation.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the City of Truth or Consequences, Sierra County, New Mexico, at its meeting this 22nd day of April 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



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

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

March 13, 2026

Charisse Montoya
State Funded Grant Manager
New Mexico Department of Transportation General Office
P.O. Box 1149
Santa Fe, NM 87504

Re: Transportation Project Fund (TPF) Call for Project – Fiscal Year 2027

Dear Ms. Montoya:

The City of Truth or Consequences (T or C) appreciates the opportunity to apply for funding through the New Mexico Department of Transportation's (NMDOT) Transportation Project Fund (TPF). We are seeking funding for Phase I of the **Smith Street Planning, Design, and Construction Project**. A summary of the funding request for the project is provided below:

1. Overview of the Project

Phase I of the project includes Planning, design, permitting, and construction services for the roadway reconstruction of Smith Street from Date Street to approximately 2,000 l.f. along Smith Street. The project will consist of full-depth roadway reconstruction, ADA-accessibility, drainage improvement, adjustment of existing utilities, and permanent signing and striping:

- a. Full-depth roadway reconstruction with drainage enhancements, utility adjustments, and permanent signing and striping.
- b. The project will implement recommendations from the City's 2025 Safety Action Plan and 2021 Multimodal Transportation Safety Plan, addressing primary safety concerns and updating, signing, and striping. It is also listed in the City's Infrastructure Capital Improvement Plan (ICIP).

2. Request for Hardship

The City requests a match waiver of \$50,580.13 (5% of the total project cost).

3. Project Readiness

The project will commence within 30 days of funding approval, as the City has an on-call engineer. The anticipated project schedule is as follows:

- a. Design: November 2026 – February 2027
- b. Bidding/Letting: July 2027

- c. Notice to Proceed: August 2027
- d. Substantial Completion: March 2028
- e. Final Completion: April 2028

4. Funding Request Amount Verification

The City confirms that the requested funding amount of \$1,011,602.61 (including match waiver) is sufficient to complete this planning, design, and construction phase.

5. Project Category

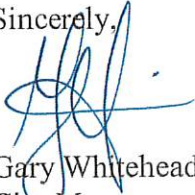
This project falls under the following categories:

- a. Category 2: Planning
- b. Category 3: Design
- c. Category 4: Construction

The project is located on or within the locally owned right-of-way.

We appreciate your consideration of this critical infrastructure project. Don't hesitate to contact my office with any questions or if you require additional documentation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. Whitehead', is written over a horizontal line.

Gary Whitehead
City Manager

xc: Sean Sandoval

March 20, 2026

Traci Alvarez, Asst. Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: **Letter of Support, Smith Street**

Dear Ms. Alvarez:

City of Truth or Consequences is applying for FY27 TPF funding for Smith Street roadway improvements, which ties into I-25 Business Loop 11 (Date St.).

Truth or Consequences has agreed to maintain the infrastructure for the expected life of the project. The project has been reviewed by Engineering Support staff at District One with no objections.

District One submits this *letter of support* for this project for your consideration.

If you have any questions, please feel free to contact Andreas Linnan, D1 Technical Support Engineer at 575-640-7077 or myself at 575-640-6811.

Sincerely,



Harold Love, P.E.
Assistant D1 Engineer
District 1 Engineering Support

XC: Aaron Chavarria, District 1 Engineer
Angela Rael, SCRTPO
Andreas Linnan, D1 Technical Support Engineer
Debra Hudson, D1 State Funding Programs Supervisor

**Michelle Lujan
Grisham**
Governor

David D. Quintana, P.E.
Acting Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Vacant
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6