

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner



Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
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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, AUGUST 12, 2026; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Discussion/Action: Public Hearing and Final Adoption of Ordinance No. 774 General Obligation Bonds, Series 2026. Chris Muirhead, Modrall Sperling & Mark Valenzuela, Bosque Advisors, LLC

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, July 8, 2026
2. City Commission Regular Minutes, July 22, 2026
3. City Commission Special Minutes, July 29, 2026
4. Acknowledge Regular Recreation Advisory Board Minutes, June 1, 2026
5. July 2026 Accounts Payable
6. Take Home Vehicle Form: Police Department

G. NEW BUSINESS

1. Discussion/Action: Approval of a Private Street Name – H. Bartoo Street. Assistant City Manager Alvarez
2. Discussion/Action: ITB #2026-06-012 Road Materials Contract Award- Bartoo Sand & Gravel, Inc. Jocelyn Holguin, Chief Financial Officer
3. Discussion/Action: Approval of Purchases \$60,000 and over. Carlos Miyagishima, CPO
 - a. RJ Border International LP
 - b. Phil Long Ford of Raton, LLC
 - c. Intraworks Inc.
4. Discussion/Action: Extension of Animal Shelter Services Agreement with Sierra County. OJ Hechler, Community Services Director
5. Discussion/Action: Incorporation of the National Fitness Campaign Fitness Court into the Louis Armijo Sports Complex Master Plan or other potential locations. OJ Hechler, Community Services Director
6. Discussion/Action: Police Department Staffing and Command Structure Adjustment. City Manager Whitehead and Chief Tavizon
7. Discussion/Action: Memorandum of Understanding (MOU) between the City of Truth or Consequences and Sierra County – Development Along Shared Boundaries. Assistant City Manager Alvarez
8. Discussion/Action: Approval of Contract and Allocation of Funds to SCRAGS for the 2027 Rock & Gem Show. City Clerk Torres
9. Discussion/Action: Approval of Contract and Allocation of Funds to MainStreet Truth or Consequences for the Levitt AMP T or C Music Series Promotional Campaign. City Clerk Torres
10. Discussion/Action: Approval of Contract and Allocation of Funds to MainStreet Truth or Consequences for the 2026 Oktoberfest. City Clerk Torres
11. Discussion/Action: Re-appointment of Jake Foerstner to the Lodgers Tax Advisory Board. City Clerk Torres
12. Discussion/Action: Re-appointment of Jessica Mackenzie to the Lodgers Tax Advisory Board. City Clerk Torres
13. Discussion/Action: Appointment of Andrew Curry to serve as a member on the board.to the Public Utility Advisory Board. City Clerk Torres
14. Discussion/Action: Appointment of Susan Buhler to serve on the Public Arts Advisory Board. City Clerk Torres
15. Discussion/Action: NMSU Cooperative Extension Service – FY 2026-2027 Funding Request for Sierra County Extension Office. City Manager Whitehead
16. Discussion/Action: FY2025 Safe Streets and Roads for All (SS4A) Grant Agreement. Assistant City Manager Alvarez
17. Discussion/Update: Notice of Intent (NOI) to the New Mexico Finance Authority Water Trust Board. Assistant City Manager Alvarez

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 14 26/27 authorizing and approving the submission a completed loan application for financial assistance and project approval to the New Mexico Finance Authority. Deanna Knull, PD Executive Assistant

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 FRIDAY, AUGUST 28, 2026 AT 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: D.1

SUBJECT: Discussion/Action –Public Hearing & Final Adoption of Ordinance No. 774 General Obligation Bonds, Series 2026

DEPARTMENT: Community Development

DATE SUBMITTED: August 7, 2026

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead – Modrall Sperling/Mark Valenzuela Bosque Advisors, LLC

Summary/Background: The proposed Bond Ordinance authorizes the issuance of general obligation bonds in the par amount of \$630,000. The general obligation bonds were approved at an election on November 8, 2022 in the total amount of \$3,000,000. The City previously issued three series of general obligation bonds related to the \$3,000,000 approved amount in 2023 in the amount of \$790,000, in 2024 in the amount of \$790,000, and in 2025 in the amount of \$790,000. The debt service is paid through the collection of ad valorem property taxes. The bond proceeds will be used for improvements to streets and water/wastewater system. Approval of Publication went before the governing body on July 8, 2026.

Recommendation:

Public Hearing and Final Adoption of Bond Ordinance No 774.

Attachments:

- Bond Ordinance 774
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-12-26

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

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 12th day of August, 2026, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present:

Absent:

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

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2026B, IN THE PRINCIPAL AMOUNT OF \$630,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE MANNER OF SALE, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS; APPROVING FORMS OF THE BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HERewith.

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

<u>Purposes:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Laying off, opening, constructing, repairing, and otherwise improving municipal alleys, streets, public roads and bridges, or any combination thereof	\$1,000,000	\$810,000	\$190,000
Enlarging, improving or extending the City’s water and wastewater system	\$2,000,000	\$1,560,000	\$440,000

WHEREAS, the Commission has determined and does hereby determine that it is necessary and in the best interest of the City and the inhabitants thereof that the \$630,000

general obligation bonds authorized at the election (the “Bonds”) be issued at this time; and

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

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

WHEREAS, the net effective interest rate on the Bonds shall not be more than ten percent (10%) a year as set forth in the Sale Certificate; and

WHEREAS, pursuant to Sections 6-14-8 through 6-14-11 NMSA 1978, as amended (the “Supplemental Public Securities Act”), the Commission is authorized to adopt an ordinance delegating to one or more of its members, City officers, or City employees the authority to sign a contract for the purchase or sale of public securities or to accept a binding bid for public securities and to determine the sale for public securities to be issued so long as such sale is within the parameters established by an authorizing ordinance adopted in conformity with the Supplemental Public Securities Act; and

WHEREAS, in order to, among other things, allow the City flexibility in setting the pricing date of the Bonds and optimize interest rates for the City, the Commission desires to grant to the Mayor, Manager, Finance Director or any other employee of the City when designated by a certificate signed by the Mayor (collectively, the “Designated Officers”), the authority (a) to determine any or all of the following terms of the Bonds: (i) the interest and principal payment dates, (ii) the principal amounts, denominations, and maturity dates, (iii) the sale prices, (iv) the interest rates, (v) the interest payment periods, (vi) the redemption and tender provisions, (vii) the procurement of municipal bond insurance and any related covenants or agreements, (viii) the creation of any capitalized interest or debt service reserve funds, including the size and funding of such funds, and (ix) the amount of underwriting discount, if any; and (b) to make any changes with respect thereto from those terms which were before the Commission at the time of adoption of this Ordinance, provided such terms do not exceed the parameters set forth for such terms in this Ordinance; and

WHEREAS, the City will approve the specific terms of the sale of the Bonds in the Sale Certificate; and

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

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

Section 1. All actions heretofore taken by the Commission and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$630,000 to the New Mexico Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Mayor is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

Section 2.

A. This Bond Ordinance has been adopted by the affirmative vote of a majority of all members of the Commission. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City, by financing the capital projects described herein, it is hereby declared necessary that the City, pursuant to the Public Securities Act, Sections 6-14-1 through 6-14-12 NMSA 1978 and Sections 6-15-1 through 6-15-28, NMSA 1978, and acts amendatory and supplemental thereto (collectively, the "Act"), issue its negotiable, fully registered, general obligation bonds to be designated "City of Truth or Consequences, New Mexico General Obligation Bonds, Series 2026," in an aggregate principal amount not to exceed \$630,000 (the "Bonds") and the issuance, sale and delivery of the Bonds is hereby authorized. The Bonds shall be sold in a negotiated sale to the purchaser. The underwriter's discount on the Bonds shall not exceed 2% of the aggregate principal amount of the Bonds. The longest maturity of the Bonds shall not be later than 20 years from the date of issuance.

B. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); the Bonds shall bear interest from the Series Date to maturity at the rates per annum set forth in the Sale Certificate, but not to exceed ten percent (10%) per annum as required by Section 6-14-3, NMSA 1978, payable to the registered owner thereof, or registered assigns, commencing on the date established in the Sale Certificate, and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding; and shall mature on August 1 of each year set forth in the Sale Certificate, provided, however, Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

C. The exact principal amount, authorized denominations, transfer restrictions, if any, pricing, redemption terms and maturity schedule for the Bonds shall be established in the Sale Certificate, subject to the parameters and conditions contained in this Bond Ordinance.

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

E. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the

redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

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

Section 4. The Bonds shall bear the facsimile or manual signature of the Mayor and shall be attested by the facsimile or manual signature of the City Clerk-Treasurer and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk-Treasurer may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk-Treasurer, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

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

Section 5.

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

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

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

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

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

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

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

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

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

[Form of Bond]

REGISTERED

REGISTERED

NO. R-__

\$ _____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2026

Registered Owner: NEW MEXICO FINANCE AUTHORITY

Principal Amount: _____ DOLLARS

Interest Rate	Maturity Date	Series Date
_____% per annum	August 1, ____	September __, 2026

The City Commission (the “Commission”) of the City of Truth or Consequences, New Mexico (the “City”), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2027, and thereafter on February 1 and August 1 of each year (the “Interest Payment Date”) from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the “Bonds”) and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as “registrar/paying agent” (such registrar/paying agent and any successor thereto, the “Registrar/Paying Agent”) for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term “Record Date” as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the “Special Record Date”) fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

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

The series of Bonds of which this bond is one is limited to the total principal amount of \$630,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City for the purposes of providing funds to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to Ordinance No. 772 of the Commission duly adopted on August 12, 2026, as supplemented by the Sale Certificate (collectively, the "Bond Ordinance").

The Bonds maturing on and after August 1, 2037 are callable on and after September __, 2036, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

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

office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

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

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

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

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

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

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

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Mayor

[City Seal]

ATTEST:

By _____
City Clerk-Treasurer

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication and Registration: September __, 2026

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Finance Director, as Registrar/Paying Agent

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

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

Dated: _____

Signature Guaranteed: _____

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

[End of Form of Assignment]

[End of Form of Bond]

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

Section 10. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Commission, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and City taxes are certified, levied and collected. The taxes, when

collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

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

Pursuant to the Supplemental Public Securities Act, Sections 6-14-8 through 6-14-11, NMSA 1978, the Mayor and City Manager are each hereby delegated authority to select the purchaser, to execute the Sale Certificate and purchase agreement and to determine any or all of the final terms of the Bonds, subject to the parameters and conditions contained in this Bond Ordinance. The Mayor or the City Manager shall present the Sale Certificate to the Commission in a timely manner, before or after delivery of the Bonds, at a regularly scheduled public meeting of the Commission.

"Sale Certificate" means one or more certificates executed by the Mayor or the City Manager dated on or before the date of delivery of the Bonds, setting forth the following final terms of the Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the identity of the initial purchaser of the Bonds and the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; and (ix) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Bonds, all subject to the parameters and conditions contained in this Bond Ordinance.

Section 12. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue

Code of 1986, as amended (the "Code"). The Mayor, City Clerk-Treasurer, City Manager and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

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

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

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

the interest and sinking fund for payment of principal and interest on the Bonds. The term “Government Obligations” means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

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

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

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

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

(Form of Summary of Ordinance for Publication)

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

Notice is hereby given of the title and of a general summary of the subject matter contained in an Ordinance (the “Ordinance”) duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on August 12, 2026. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL
OBLIGATION BONDS, SERIES 2026, IN THE PRINCIPAL AMOUNT
OF \$630,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON

ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE MANNER OF SALE, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS; APPROVING FORMS OF THE BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

The Ordinance directs and authorizes the issuance of the City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2026 in the aggregate principal amount of \$630,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

[End Form of Notice]

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

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 12th DAY OF AUGUST, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

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

Those Voting Aye:

Those Absent:

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

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

Dated this 12th day of August, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, July 8, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 4, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-26

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JULY 8, 2026

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer
Luis Tavizon, Chief of Police
OJ Hechler, Community Services Director
Tyler Knull, Code Enforcement Of
Andy Alvarez, Sanitation Director
Wes Myers, Sanitation Supervisor

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

2. SILENT MEDITATION:

Mayor Pro-Tem Mitchell: A local artist, Rob Lower, passed away. He had a great heart.

Mayor Hechler: Let's keep Rob Lower in our prayers and our thoughts. Also, we just finished with our nation's 250th anniversary. Let's keep our nation and the future of our nation in mind for 15 seconds, please.

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for Mayor Pro-Tem Mitchell to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Hechler made a motion to move items G2 and G3 after public comment. Mayor Pro-Tem Mitchell seconded the motion. Motion carried unanimously.

C. PUBLIC COMMENT (3 Minute Rule Applies):

There were no comments from the public.

G2 and G3 were moved before D1.

G. ORDINANCES/RESOLUTIONS/ZONING:

**2 Discussion/Action: Resolution No. 02 26/27 Series 2026 General
Obligation bonds**

Mark Valenzuela and Nathaniel Gomez-Valenzuela, Bosque Advisors, LLC, presented. A copy of the presentation is attached hereto and made a part hereof.

Chris Muirhead, Modrall Sperling: The first action item on your agenda is the resolution, which is item G2. This is a resolution that is required by the New Mexico Finance Authority, to keep that option on the table, as Mark indicated, that's the likely outcome we go through there. They require the governing body to show their backing of an application to be submitted. This is consistent with what you've done in the past, so approving this just allows the staff, with the consultants, to make sure that application gets in and moves forward.

City Attorney Rubin: I'm glad you said that, when I was looking at section 2, it sounded like the application already was submitted.

Chris Muirhead, Modrall Sperling: It has not. We can take out "ratified", if doing that is approved and confirmed. But yeah, you're right, thanks Jay.

City Attorney Rubin: I would've called you, by the way, if it wound up –

Chris Muirhead, Modrall Sperling: Oh no, I didn't even see that. So, we can say we're ratifying all the good things we thought about the application. So that's what this resolution does, if you want to take action on that, or I can go on and explain the second item, which is the ordinance. This is just the first reading of that ordinance so that it approves publication, and coming back in Mark's calendar shows August 5th, I think it was, for actual consideration of that ordinance. This is consistent with the ordinances

that have been in place in the past, for the three other GO Bonds that are outstanding, in '23, '24, and '25. This one is \$630,000 so it maximizes the full \$3 million that was approved in the November 2022 election for the roads, water, and wastewater system, in keeping those projects going. So this would maximize all of that authority, get all that money out and working, and set you up for, as Mark indicated, the option to send another question back to the voters if you want to do that. No action on the ordinance, other than to approve the publication. The resolution is just to approve the application to the Finance Authority.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 02 26/27 Series 2026 General Obligation bonds, with the change of removing the word "ratified", as well as authorizing the Mayor and City Manager to execute applicable documents. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3 Discussion/Action: Publication of Ordinance No. 774 General Obligation Bonds, Series 2026.

City Manager Whitehead: I would give some local presentation on the validity of the need for the bond. Again, we have a \$680,000 remaining that we'll be issuing. One of the requirements is that we have 5% either spent or allocated within the first six months, and then the final done within three years. This fourth bond, as we presented to you at the last meeting, will use the wastewater/water side to match the last grant that we did receive for \$256,000. We need \$256,000 in a match for the NMFA Water Trust Board grant that we received for the wastewater plant. The fourth bond will then already be allocated for that particular expenditure. Currently, we are working through the bonds. The biggest issue that we have holding us up are the roads, as we're trying to figure out how to get a number of the roads paved, and how to get those done quickly through contractors, but we are on track with the bond, we're on track with spending those bonds, and probably by the time we get this resolution done for the approval of this item, we'll need to start discussing the move-forward process for our next bond. I think, again, we should go back to the voters and request reauthorization. We have the opportunity to continue with water/wastewater/streets if that's the Commission's intent, or to change the scope of work for the bond and the capacity of that. What I will point out, the reason one of the items that we made with DFA on getting the bond rate lowered to 3.5 was that we would put off paying ourselves back for a period of time until we had enough excess revenue to more than cover the debt payment. If you look at the schedule that was presented to you, that's probably going to be in the 28 time frame, when it looks like we would then have somewhere around \$250,000 in excess revenue, somewhere in that period. The 28 or 29, we might look at bringing back that first payment that we made on behalf of the general fund in putting those funds back. Again, I think we're going to be able to stay at about the 3.5 mill levy at this point. I always like to say, "What happens if the voters don't approve?" and the mill levy needs to get paid off, if you do the math, you look down, there'll be more than excess revenue, and the term of the bond, then would be paid off sooner than the twenty years. DFA would then

CITY COMMISSION JULY 8, 2026 REGULAR MEETING MINUTES

require that we start sending more of the excess reserves to pay the debt off, so that the \$3 million is paid off. So, we're not going to end up with \$5 million left on a \$3 million bond. That would be the process.

Mayor Hechler: As we move forward and we get our final bonds issued, there's going to be a report at the end of how we leveraged our bond money against what we received, right? A final report to show that that money exponentially provided services for our community that we would not be able to get otherwise. I think that's going to be a big selling point for when we go to our new bond request, if we decide to do so next year.

City Manager Whitehead: Absolutely, we'll prepare that. I can clearly tell you that \$256 is turning into \$2.7 million additional project that we're using from this fund. So yes, we'll show you the way we've leveraged. We've used almost \$1 million to match, so one match will go to the \$4.5 million we received from capital outlay, that's currently going into the ground on shovel-ready, approximately \$100 is going to the water meter project under CDBG, we have some match for Colonias, which is going to work on the vac station, and then the \$256 which is coming for the wastewater plant. So we're easily at \$1 million, which will leverage us to almost \$10 million at this point. But we will make a full presentation, we try to be as transparent with the bonds and what we're using as we can.

Mayor Hechler: What would the mechanism be to change our bonding initiatives for next year?

Chris Muirhead, Modrall Sperling: That would be in the election resolution that you would adopt next year, to put it on the ballot. In 2022, the decision was made, generally, broad language, hitting the streets and alleys or water/wastewater. If you wanted to do something different for governmental purposes that fit, that you thought was more pressing, we would just change that language so that the voters were then approving using it for x instead of y. It would be at that point that you make that change.

Mayor Hechler: And we would hold public meetings and things of that nature to see what the community wanted to do?

City Manager Whitehead: That would be correct. We had two opportunities to put this back on for the voters within this November. Speaking with Mark and Nathaniel, we felt that it was a little short to get everything together, so our last opportunity would be at the next municipal election, which would be next November. Our vision would be to get this set in motion, and then we would begin spending the next six months to a year preparing and talking with the voters, making sure we get the resolution on and are ready for the municipal election to see if we would get authorization to continue. That's our plan.

Mayor Pro-Tem Mitchell made a motion to approve the publication of Ordinance No. 774 General Obligation Bonds, Series 2026. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

D. REPORTS:

City Manager Whitehead reported the following:

- Welcome, everybody, to July and the start of our new fiscal year. Just a shoutout to the Finance team, I know Carlos has really been jumping through hoops this week trying to get purchase orders. I think the public may not realize how much you have to pause, restart, and make sure that we're capable of paying bills, so it's been a little bit of a process, and we fumble a little bit. Thank s to the team for working hard, I know it's tough but we'll get through it and get things going. Just a reminder, the next meeting will have the presentation of our final budget, we will be working on those numbers. We do need to discuss some adjustments that we'll be making, and we'll se ethe final numbers in cash, and then I'll be presenting a recommendation on the water/wastewater rates and how that budget will look. I've been working on that, so hopefully we'll get that wrapped up this week so we can get all this to the Finance team so they have a couple of weeks to prepare.
- To bring you up to speed on water projects, we have two active water projects going now. We are in the \$20 million expenditure range, WSPI-1 is ongoing thanks to that crew that are working diligently around the schools. They committed to bringing two crews in and trying to get the schools done during the summer so that we don't have any issues. We did have a water break, we found a surprise 4" water line in the ground that went nowhere, that's just part of what we deal with. We did have some challenges shutting off the high school area, so we were fortunate school was out, it happened in the evening, but we've resolved that, so we're good there, thanks to those guys. The first project is going well.
- If you drive to the South side of town, you'll see the new water tank is complete, I think we are getting it sanitized and hopefully we'll get that online pretty quick. The crew is working from Cook Street coming to Morgan Street. When I drove in this morning, I saw that they are really ready to start working on the shoulder. Again, they will not be tearing up and working in the DOT road or right of way. DOT did not authorize that, so the new water line will be going in on the shoulder, and you'll see, they're working with the local businesses there, making sure they can get through. That is going really well.
- Thanks to the Streets crew, they're really working hard cleaning up sidewalks, cutting trees, cleaning ditches, and that's work that often goes unnoticed, but I appreciate what they're trying to do. Again, our vision is to really make that team more of a maintenance organization, where we're really just taking care of those things, and we're trying to find innovative ways to get our roads built instead of us trying to do that.
- You approved us having a new employee structure, I will again tell you that's in full bloom, we're active. The administration, my office, Human Resources, and

the PIO, have moved into the old municipal court building. We kind of envisioned that as maybe a temporary landing spot for us, but we're there now, so the best part is Human Resources is fully in there, so our employees can come in to see and take care of their business one-on-one in that structure, and we have enough space there, we will come up with some ways we can do some training. We are going to learn how to take Human Resources to another level if we can, changing that up. Thank you for that.

- Water-wise, we have 20 active water leaks this morning. The team is working as hard as we can, we've brought in the contractor, we've had the exit of some employees, so we're down a few hands, but Jesse Cole, who is our 4x4 water contractor, in his agreement, he's capable of doing some water projects for us. He's been handling what we call the medium/small projects, and then the team has been out trying to deal with the bigger leaks. We just continue to struggle with Magnolia, Elm, and Maple. That area seems to get hit every time we shut a water valve off upstream, it seems to get the water hammer and it's just a challenge. We don't have any solution at this point, until we can get these pressure relief valves in, and hopefully stabilize and get going. Bo, as our new Public Works Director, and his team, are looking at ways we can start organizing the team, but we do have to fill a couple of positions.
- To bring you up to speed on Foch Street, we anticipate that by Friday, we should be at what we're calling substantial completion. This week, the electricians are on-site, the landscapers are on-site finishing the last two items. We know the street will not be complete. Under the contract, they have 30 days to finish the punch list, so the pavement will be what we're calling a punch list item. We'll get the landscapers off the street, we'll get the electricians off the street, and then the subcontractor for doing the street paving will be in, and have about 10 days in which they'll get it. They have already got it ready, so if you've walked or seen, they've removed and excavated down to what they think the base is, so it will really just be about building the road back up. Today, all the concrete is poured, we are going to be removing a section of the concrete to rebuild and recreate a driveway and a drive path, but other than that, the project is closer than it looks at this point. It's kind of like its last minute where it's really coming together. The electricians are working hard hooking everything up, so we're excited. We think by the end of July we should be doing the final walkthroughs on that. We will be in time, Traci and I met with them again, we go over the budget on a weekly basis, we are still in budget, we're still working on a few pennies in excess, but we feel like we're going to make it in contract time and on budget with this particular project.
- We're excited, we had a successful bid process for our Police Department. We had four opportunities, the team is working, we're in what we hope are the final stretches of our design build process, to bring forth a proposal to the Commission to look on. We're excited, we think the Police Department should get started in the next 30-45 days. We're really close, and I want to thank the team. We're kind of working through the design build process, it takes us a little while, and I want to thank Jocelyn for being patient with us on that. We should hopefully get that to you soon.

- August 25th-28th, the New Mexico Municipal League will be hosting their annual conference in Las Cruces. I would encourage departments – if you have staff that has not attended the conference, this is a good opportunity, it's close, some people might be able to attend 1-2 days, we might be able to figure out how to split the schedule, but it's a good opportunity with it being that close. So I encourage those that need to go, the Clerk, I mean, there are definitely spots within that, Finance, etc. It's good to attend the Municipal League, this is a good spot to go. Johanna will handle the registration for the Commissioners, and then I would ask each department to schedule their own attendance and travel, and get those purchase orders turned in.
- Last week, I did attend and we rejoined the Manager's Association Affiliate with the New Mexico Municipal League. It was really worth my time, I had a good time in being in a room with 13 other managers, a few mayors, a few treasurers, and Williamsburg's Mayor and Clerk went. It was a very good meeting to realize that every single issue that we have, they have. Every single one of them. They could fit in here and I could fit in there, it was amazing to hear how they talked about everything. We had good presentations on abandoned and nuisance properties, that really good and I was excited to hear that. We had good presentations from Clovis and Rio Rancho on how they manage those, our process is very similar, they just added some ideas that I'll bring to the team as we start thinking about it. You have some of that on our agenda today. We talked a lot about housing, a very, very good presentation on IPRA, I look forward to meeting with the Clerk to go over what I learned and see what we can do – again, we already have a great process, it works, but it was really helpful to see how they handle those. We talked a lot about revenue and revenue generation. I'll remind all of you, even though we just passed a bond and we're doing a property tax, that's not our source of revenue. We live on gross receipts tax, and we live on dollars that we get back through the state legislature that come, generally, from gross receipts tax. The New Mexico Municipal League talked a lot about the work that they do to make sure they preserve that path of income that we have. Then, of course, we had a nice DOT presentation on roads and those items, and then we wrapped up with some economic development. It was a great meeting, I learned a lot, it's always fun when you're not just sitting in a conference, and you're talking to other individuals in my space, it was good to hear their concerns and kind of talk about ideas. That is my wrap-up of the last couple of weeks. Going forward, we'll start trying to figure out our department head meetings, all that is changing. Hopefully in August, we'll get back to where we'll have the cadence of the department heads coming to visit with you, I still think that's important and relevant. With that, I'll stand for any questions.

Mayor Hechler: Am I seeing that the electric vehicle charging station is starting up?

City Manager Whitehead: Correct, the electric car charger that we were awarded the grant for is coming online now. It should be a 6-week process to get that going. The charger is already on-site, so they're not waiting on anything, they've just go to build it out.

Mayor Hechler: Are you going to develop a standard operating procedure for that charging station? Are we going to put any employees in charge of it? What comes to mind is, I know how much trouble they have with electronic payments. For instance, when at the car wash, they're trying to fix things. And I'm hoping this isn't the case, but once we get this started, you know how things get messed up and people lose their credit cards or something shuts down. We'll have to have some kind of procedure to deal with that, right?

City Manager Whitehead: We're going to pass a resolution that none of that can happen. Just kidding. I think that again, we will absolutely work through that. We were excited to get the grant, and again, we haven't seen how the mechanism works, we haven't had training on that, so as soon as we do, we'll get that resolved. It leans into one of the items we've discussed, coming up with a better credit card payment system. This will be part of how that works, and we will work through all those issues. The Electric Department will be in charge of the car charger at this point.

Mayor Hechler: Great, thank you.

Mayor Pro-Tem Mitchell: I was at the SCRTAB meeting yesterday, and the members had asked about the status of the Lee Belle Johnson building was, as far as going out for RFP for anything. I was just curious if you had an update on that?

City Manager Whitehead: Great question. At this point, we have yet to receive the grant from the legislature that we achieved in January, that contract will come in. So we've not technically started. That will go under the Community Services Director and Facilities. We've talked about it in-house and again, our vision there is to use the design build concept to get a contractor in to then tell us how they can repair the footings in that building and get it back in compliance for occupancy. When I was at the conference in Ruidoso, there was a design builder there at the site. I have their card, they're out of Albuquerque, they're in New Mexico, Utah, and Colorado. They were interested, they asked us about projects, I talked with them, and they're under CES, so they're under a contract, so I might bring them down to have a look. And we will be as innovative and as quick as we can to try to get somebody in there to do that. And the same, we haven't received that grant on Marie Street, either. So, we're waiting for Lee Belle and Marie Street contracts for those funding before we can get started. Traci has also just informed me that we did receive the award letter from Colonias on the Marie Street project. We definitely have the contract for the \$1.3 million, and then we have the \$350,000 for Marie Street. So again, we have \$1.7 million for Marie, and we'll get started on that soon as well.

Mayor Hechler: That's like five major projects in our community.

City Manager Whitehead: Yes, sir.

Mayor Hechler: We haven't seen that type of activity in quite a while, usually it's one or two. There's a lot going on all at once.

City Manager Whitehead: It's a lot, and I think the challenge we're having – I'm having, I'll just put it on my shoulders – is figuring out the fastest process to get these done. How do I get people on the road? It doesn't feel like we want to go to bid, and I don't mean to be disingenuous, but I need to be quicker, so finding CES contractors that are capable of coming in and doing the work, doing it fairly, and finding enough of them that I can spread the work out and get multiple contracts in. We'll continue to work on that process next.

Mayor Hechler: Okay. You might have to clone yourself. Thank you for that report.

a. Police Department Update.

Chief Tavizon reported the following:

- For the month of June, the department had:
 - 1,075 calls for service
 - 115 Animal Control calls for service
 - Motor vehicle accidents are down, at 26 the prior month, down to 8.
 - 10 sky referrals
 - 54 follow-ups on various cases
 - 1 DWI
 - Code Enforcement had 14 cases they were actively working
 - 245 traffic stops
 - 205 citations issued
 - 7 arrests
- I wanted to talk a little bit about the grant that we work, the SAFER grant, some of the community members don't understand why we have to notify the public via social media or through our local news organizations. Our calls for service or the amount of officers we have is pretty high, so a lot of times we can't do a lot of directed patrols for some of the traffic enforcement issues we have. These various grants New Mexico provides and that we participate in help us pay officers overtime, that doesn't come out of our budget. It's all grant money, to hit these directed patrol areas. So we can hit these high-complaint areas, whether it's downtown with people in the crosswalks not yielding for cross-pedestrians, or speeders in various areas. That money is solely directed towards that, and I think it's a win-win for the community, because we can try to bring these crashes down, hopefully to zero at some point, and then it's not coming out of the general fund, it's money that's provided through the state. Just to clarify that, there were some questions on that.
- We're also working on a COPS grant, to try to get CALEA accredited. We're seeking out the New Mexico Municipal League accreditation, through the NM Association of Chiefs of Police. That's kind of in limbo right now, so until they decide to go forward with the program, we decided to go for the national accreditation. They have a tier 1, it's a little bit more costly up-front, so that's why

we put in for the grant. The regional manager that oversees – I believe it's Arizona, New Mexico, Texas, and Colorado – he just recommended us for that grant, so we're just waiting to see if we get an award letter from them or not. Then that will be a process, we could start the admin side, and then as we're moving into the building and it's getting built, we can start integrating that as well. We're hoping that we can achieve that, it's quite an accomplishment if we can get that national accreditation. So that's something we're looking forward to.

- We held an active shooter course, we hosted it here, the schools have been very generous in letting us use the middle school. We opened it up to other organizations, so we had other entities in the community going through that training as well. I think it's important that we always have our fingers on the pulse, ~~so to speak, on that topic. That way we're well-prepared. Hopefully that~~ never happens and we never have to deal with that, but in the event that we do, we are prepared and can take care of it adequately.
- We just recently had a 4th of July parade, I believe that was the first one in a while, and it was quite successful, we didn't have any incidents on the police side. From what I hear, other than the heat being tremendous and hoping that they could move it later into the evening if they do it again, we had no complaints. It was a breath of fresh air, I enjoy 4th of July parades. With that, I'll stand for any questions you may have.

Mayor Hechler: Thank you. Are you excited for your new building?

Chief Tavizon: Absolutely, can't wait. We are extremely thankful for that.

Mayor Pro-Tem Mitchell: What is the time frame to start construction on that?

City Manager Whitehead: We don't know. I was just informing that we had a successful opportunity. Jocelyn and the finance team are still working on the final contracts and those things. So we won't know until we get that done. But sooner than you'd expect. Before the end of the year. That concludes our department head reports as we work through this new process, and we will revisit in August. I will piggyback off the Chief's report by thanking the Police Department on the parade. It did come off really nice in the evening, but it was hot. Becca with MainStreet and I talked a little bit, we stayed the whole evening. We have some ideas for next year to maybe do it a little differently, and make it a little bit later into the evening. But it was very nice, it was well-attended, people enjoyed the music, they were walking in and out, coming from all over. So it was one of the better Dancing in the Streetlight events we've had. I think 4th of July had a lot to do with it, getting people out. Good on all of our for allowing us to have a 4th of July celebration for the 250th anniversary. Thank you.

b. Department Head Reports.

There were no department head reports at this time.

2. City Commission Reports.

Commissioner Glines reported the following:

- Good morning everyone, happy belated 4th of July. It was really awesome seeing everybody come together for that parade. Festivities and music downtown really brought everybody together. Volunteers, organizers, and city staff, thank you all.
- The certified municipal official training was really valuable, going up to Albuquerque with everybody. We're doing our best to learn everything we can to be able to serve our community better. On the infrastructure side, I'm glad to see we're making progress on the roads and water projects. I know the work causes temporary headaches, I've been hearing about it, and I'm sure our other Commissioners are as well, but it's important for safer streets and reliable utilities going forward; even if that means water pipes blocking Broadway.
- I'm still hearing from residents about top priorities, which are water leaks, road repairs, traffic safety, and I just want to make it clear that we are doing everything we can to get that ball rolling for the future. Please keep ideas and solutions coming, email me any time, I do read them all, or come find me. Thank you.

Commissioner Hoeppner reported the following:

- Good morning, everything has pretty much been said. Like I've said before, I'm also open before every Commission meeting on Mondays from 1-2pm for citizens to walk in and let me know about any concerns they may have. Please let me know so that we can have a more detailed meeting afterwards.
- Art Hop is coming up, please come downtown to support us, it will be an amazing weekend like it is every time. Stay cool in the heat.

Mayor Pro-Tem Mitchell reported the following:

- To add onto Commissioner Hoeppner's report, my quote for that is, "Stay cool at the city pool!"
- It has been a whirlwind of a summer, with attending all the other meetings I've done on behalf of the City Commission. Yesterday was the Sierra County Recreation and Tourism Advisory Board meeting, which is a quarterly meeting. We got a lot of updates from different partners in the community, working on tourism and recreation. Lots of great ideas; reports about visitors coming in, to our websites, to our visitor's center, where they're coming in, who's coming, we're up from last year, etc. Thus far, in the history of the visitor's center, we've had visitors from every single state in the United States except for Rhode Island, and I don't know why. Maybe because nobody lives there.
- I also attended the Sustainable T or C meeting last week. We are working on an educational outreach program for recycling, to help keep recyclable materials from getting dumped, such as scrap metal, etc. The free dump days that we had last month, the volunteers and staff were just taking metal out of the loads, people were just going to throw away metal that we can actually recycle. So we're working on an educational campaign to let the public know that, "Hey, that cardboard box your cereal came in, you can recycle that under mixed paper."

"Hey, that cat food can that's made out of tin, you can recycle that and we can get money for that." And all the money that we save on recycling means that the city doesn't have to pay to dump it. That board is really putting together a major campaign to get the information out there, and encourage people to recycle.

- I was instrumental in organizing part of the July 3rd parade, it was the easiest parade I've ever done in my life. It was so great, everyone showed up, parked, and then left. I didn't really have to do anything. I got to see some videos of people lining the streets, and I thought, you know, for it being triple digits outside, we actually have a decent turnout. The Dancing in the Streetlights was great, I got to introduce Miss Fiesta to the community. Tudy and the Silver Bullet Band is one of my favorites, they were taking requests from the audience, it was great. People were just chilling out in their camp chairs in the shade on the plaza, and it was a really great event.
- I am super excited for the Foch Street project to be complete, considering it is literally at my back door/front door/side door. I did see asphalt out there in a big pile, so just waiting for it to get laid that way I can actually walk across to my work again.
- The swimming pool is doing great, the guards are amazing. We've got a new pool manager, things are settling down. We're starting the lifeguard of the week awards, and the swim team is gearing up for their districts next week, and state championships on July 18th. Speaking of Art Hop, they are having a fundraiser at the T or C Brewery this Saturday night, a baked potato bar, to support the kids going to state and nationals. That's pretty much all I've been doing for the past two weeks. Thank you.

Mayor Hechler reported the following:

- Congratulations to MainStreet for receiving the Clean & Beautiful grant again this year. It's a little over \$10,000 which will have to be expended between now and June 30th, 2027. That's some good cash, they're an annual recipient and it seems to do some good for our community.
- On June 25th, I had the pleasure of meeting with Mayor Holcomb and Chairman Paxton, and entertain Secretary Black along with David White and Evan Pilings from the economic development division. Also present were Gary Whitehead and Laura Whiteside, who is the acting manager of Elephant Butte. We talked about several initiatives, including the completion of the divided well road and ash canyon, the road to the Spaceport, Elephant Butte conservation pool, affordable housing, and industrial expansion at the airport including the airport itself and the area across the highway for a potential industrial park. Found some good revenue sources that potentially could help us in that area. We discussed a multi-use recreational center, we discussed the possibility of an OB development park on private property, we also talked about the regionalization of solid waste transfer station. All these topics were discussions only, if any of these gain traction, we will bring them back to the Commission for action. But we've got some good ideas, and we'll see if they pan out. If they do, we'll bring them to your guys to see what we can get done for our county general.

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- On June 26th, I met with the Sierra County Council of Governments in Vato, New Mexico. This was a quarterly meeting where we approved the new budget. It looks like the Council of Governments will be building their own office. It's great to hear that they're going to build it in Sierra County because they want to be centrally located. They've been renting for 20 years, so they'll be building their own office here in our town. One of the important things I learned there was that this year, again, Colonias will have \$92 million. Last year, they had \$92 million, this year they'll have another \$92 million. This is a substantial revenue source for us to get some completions done, like Marie Street. So, I'm hoping we can go back for that, see what we can get from Colonias this year to better our community. I'm looking forward to that.
- On July 14th, we will be hosting the Legislative Transportation Infrastructure Revenue Subcommittee (TIRS) for their meeting. I, along with Mayor Holcomb and Mayor Stubblefield have been invited to present our transportation structure needs. So, we can get that program together now, they'll give us 10-15 minutes each to talk about what we need in our community, and see if we can get some additional funding and assistance. We're looking forward to that opportunity. That concludes my report.

3. City Attorney Reports:

City Attorney Rubin reported the following:

- It occurs to me that I haven't given a report in the last couple of months, it doesn't mean I'm not doing anything. In fact, typically Gary or Traci may send me some routine work to do, and I just refer back to Gary and Traci. If they feel it requires the attention of the Commission, that's up to them, but I usually let them handle that decision. I just want you to know that this is one of the situations where no news is good news.

Mayor Hechler: I feel like if we had a report from the attorney every time we met, you might be in trouble.

City Attorney Rubin: That's right. I appreciate it appearing on the agenda, and the opportunity to report if I have anything.

E. CONSENT CALENDAR:

1. City Commission Regular Minutes, June 10, 2026
2. City Commission Regular Minutes, June 24, 2026
3. June 2026 Accounts Payable

Mayor Hechler made a motion to approve the Consent Calendar as submitted. Mayor Pro-Tem Mitchell seconded the motion. Motion carried unanimously.

F. NEW BUSINESS:

1. Discussion/Action: NMDOT Aviation Grant Agreement.

Assistant City Manager Alvarez: Recently, we had Delta Airport Consultants in, they presented the full project that we were going to be applying for. That was going to be the Airport Layout Plan for our Municipal Airport. During that meeting, we did let you know that they issue the grant agreements very quickly via Docusign with a quick turnaround. So this is the request for the Commission to accept the signed grant agreement, because we already sent off Docusign to the mayor, and it was executed by the state. I gave you guys a handout, I know Cheryl presented a lot of information to you, so I broke it down in a simplified form of what the fund is going to be used for, which is the Airport Layout Plan update, the airport rules and regulations, and then the airport minimum standards. This funding is for the state funding source, which is a \$301,190 state grant with a local match of \$6,810 for both the state as well as the federal funds, the federal grant agreement hadn't come through yet, we're hoping it will come through in the next month or so, but the allocation for that will be the \$274,000 so it will be a total project cost of \$582,000 which is what Cheryl presented. With that, I will let the City Manager brief you.

City Manager Whitehead: I just wanted to kind of reaffirm. So, the Airport Layout Plan will re-evaluate what the airport's going to look like into the future, and one of the items we've asked for is if we could potentially eliminate two dirt runways. We have opportunities for landing in other areas that would open up an area on the airport for us to potentially build out some additional economic development; either hangars or places where we could conduct some kind of industrial business. What I wanted to brief the Commission on was that the plan will look at those items to see if they're possible. During the economic development meeting, Secretary Black presented us with information on their site-readiness program, that would cost the community nothing for them to come and evaluate, so we have gone ahead and submitted that application for this location. The idea would be that we would have area on the airport that would be accessible from the street, as well as from the airport so that somebody could potentially use it as a fly-in type business or a drive-in access off the highway. The second part of that industrial park would come on the East side of the highway, where we have the area outside. By eliminating those two runways, it opens up some land that we could take out of the height restriction from the FAA. I do want to be clear, we recognize that we are sewer and water deprived in that area. The vision here would be to find those businesses that do not require significant water or sewer in those areas. That would be the vision, and it was exciting to know there's an evaluation program out there, that site-readiness, which may support that it's a good spot, or it may tell us that it's not the right spot. Nonetheless, even if we took out the two dirt runways at the airport, it would open the area for more potential private hangar rentals, we could develop it for lots of uses if we needed to. I just wanted to brief you on that item. I support Assistant City Manager Alvarez, the airport is near and dear to her, she's worked hard on it, so we're excited to be supporting her on these issues. We will stand for any questions and recommend approval of the grant.

City Attorney Rubin: I reviewed the agreement, and I'm in favor of it. I did note, under paragraph 2 where it says "the sponsor shall..." there are about 15 different requirements the city has to fulfill, but in speaking with Traci, it seemed like basically routine matters that we're already used to handling, so I don't see any issues here.

Mayor Hechler: This might be a little off the wall, but doesn't the airport sit on a brackish aquifer of some sort over there?

Assistant City Manager Alvarez: The airport water well that's out there is part of our municipal water system, and it does get tested. For a long time, people referred to it as non-potable, however, in going through the drinking water bureau, it should be noted that it's going through its regular testing and it is considered potable water, it's just not, as they say, aesthetically pleasing. But you can drink it, it's fine, it meets all the requirements.

Mayor Hechler: Just tastes bad. Is there any potential use, for industrial purposes, for instance? Just a question. I wonder if this report would clear some of that stuff up.

City Manager Whitehead: Certainly, I wouldn't want to try to answer that question, if there are other uses. The water there, I know from when we worked with Talon for their septage system and the environment department said, "That's such a great location because the water table seems to be 400-500 feet deep. So the depth there seems to be a significant issue of getting to ground water. But the quality and quantity of it, all those things would need to be measured and determined. Again, the vision would be that we have that, we know that it's being tested, it's part of our water system now, so the vision here would be figuring out how we can get more of that, facilities there that would use them just for regular, daily activities, not for some abundant water use. We wouldn't see that. But I don't have an answer of what else brackish water, if that's what it's called, would have a use for.

Mayor Hechler: For lack of a better term. Okay thank you.

Mayor Pro Tem Mitchell made a motion to approve the NMDOT Aviation Grant Agreement. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Vector Control Services Agreement between City of Elephant Butte and City of Truth or Consequences.

OJ Hechler, Community Services Director: This agreement will kind of mirror Sierra County's agreement that we approved a few weeks ago. It will establish a 5-year term between the City of Truth or Consequences and the City of Elephant Butte. Compensation would be \$12,200 annually, and it would be broken down into a 4-month operational season of \$3,050 per month from July-October. In this agreement, there is also an equipment reserve of \$1,000 if something were to happen to our equipment,

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they have that to support the use of the fogger and things of that nature. That fogger, they run about \$12,000 for them. So, if anything should happen there, kind of what I'm envisioning is all the logs, reports, and all of that will be turned in at the time of invoicing, so the city will have those documents. The no-spray list, all those things. Mosquito season is generally July-October, but I've been thinking that we may want to expand that term because there may be some years where spring hits sooner, and we may have to start spraying in June. That's just something for us to consider, to think about. The final thing I would say is that if you look at article 7, it says "there will be an emphasis during mosquito-control season, *generally* occurring from July 1st- October 31st." so that word, generally, may give us some leeway there in that contract, but if we want to modify it a bit, we can.

City Manager Whitehead: OJ had some family business yesterday and was out. When we went through our legal meeting, I did bring this up with Jay because I was surprised when the mayor asked if it was only for 4 months. With this particular contract, we added language that effectively says that the contract is for an annual basis, it's from July 1st – June 30th of every year. If the City of Elephant Butte wants to hire us to spray in December, it's their choice, and OJ and his team would then have the ability to enter into this contract. Then what we might do is go back and look at the other 2 we've done, and maybe present an amendment to you. That way, it gives his team the ability to have a broad scope, if it started earlier, say we have mosquitos in April. So we just wanted to clear that up, we felt like when you asked that question, sometimes you don't see things at those angles, so we wanted to make sure we addressed that. This contract is an annual contract, the payers could hire us to do the service any time they wanted, and that's all we're trying to say here. We think we added language to this one, I'll let Jay or Angela talk on how we just added some verbiage to make sure that OJ had a year-wide contract on this.

City Attorney Rubin: I think you addressed it. Yep, we changed the first paragraph of article 7 to give you more leeway and it's not limited to a 4-month period. It's an annual contract, the general emphasis would be during that 4-month period, but still that doesn't preclude us from going out there when we need to. Also, in support of that, I would point out that under article C, exhibit C, that's the compensation schedule, and you'll see that it's a \$12,200 contract, and the payments are actually made during that 4-month period, but it's still an annual contract.

Mayor Hechler: So, this completes the entire county now, right? We have vector control services everywhere?

OJ Hechler, Community Services Director: That's correct. And our contractor is here if there are any questions for him. He may be able to actually reiterate more about mosquito season, the amount of chemical he's allowed to spray in a zone or a section throughout the year.

Ryan Lawler, Superior Weed & Pest Control: I will be doing the vector services for the city and the county. I will stand for any questions or concerns you guys have.

Mayor Hechler: And the reason we get to use your services is because you're certified, right?

Ryan Lawler, Superior Weed & Pest Control: Yes, sir.

Mayor Hechler: Is there anything you'd like to tell us about your services that might let the public be at ease a little bit? I know some people don't want to be sprayed, some people do. How does that mix and match in certain neighborhoods?

Ryan Lawler, Superior Weed & Pest Control: I'm glad you brought that up. There are areas that do not want to be sprayed. Definitely contact the City Clerk's office, they will give that information to our company so that we can get you on a list to basically not provide the service in that area. There is a 400-foot radius, so we have to be conscientious about that. If you elect to be sprayed, you go on a list to request a spray, and if that's something that we can do, we will do it. If we can't, we can't, so just give us a call and we will go from there.

Mayor Hechler: And people don't necessarily have to request to be sprayed, you're going to go out and actually spray areas just as your general job description.

Ryan Lawler, Superior Weed & Pest Control: Correct.

Mayor Hechler: And then, if there are specific areas, people can call and ask for that?

Ryan Lawler, Superior Weed & Pest Control: That's correct.

City Manager Whitehead: And let me just wrap up to say, the innovative part about this is that the city is the owner of the vector machine, so we've put together this contract which would allow the private contractor to use the equipment, there is some liability and other items included there. The Clerk will be the keeper of the records of the individuals that do not want to be sprayed, and we're going to honor the 400-foot radius – so we're not just going to take out a block, it's in that circle – and then we've also required that the contractor not do any private spraying using our equipment at anyone's – because he has his own business and could effectively say, "Well I'll just do that on our own contract." But if it's in the 400-foot radius, he cannot use the public's equipment to spray. We've attempted to cover those that don't want it, and also give him the ability to do so, and at the end of this contract, it's really exciting to have everybody on board, and we'll get a good taste and feel of how it worked, how well it worked, what our costs were, and then it might look a little different next year, we're building it out. At some point, the private contractor may buy his own service equipment and begin to do that. We're excited to offer it, we need it, we know it's important, and the team did great work on this, I want to thank OJ and Ryan for stepping up and figuring this out.

Mayor Pro Tem Mitchell made a motion to approve the Vector Control Services Agreement between City of Elephant Butte and City of Truth or Consequences. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approval of Purchases \$60,000 and over.

Carlos Miyagishima, CPO: I have quite a few items here I'm requesting approval for. The first one is for SCSWA (South Central Solid Waste Authority) in the amount of \$780,000 for waste disposals. This is with a contract they have with the organization they just mentioned. The contract number is 2024-14, and this is a yearly requisition that gets processed every fiscal year. I will defer to Andy Alvarez if you have any further questions, as he's more familiar with this than I am.

Jocelyn Holguin, CFO: I forgot to add it to the agenda last time, so we're adding it today.

Mayor Hechler: Now this is just a running total throughout the year for our waste processes?

Jocelyn Holguin, CFO: Yes, it's annual.

Carlos Miyagishima, CPO: Yes, the vendor is from the City of Las Cruces.

Mayor Hechler: Okay. Do we have others?

City Manager Whitehead: let me just assist Carlos, I would like to suggest the Commission votes on all of these in one motion. What I'd like to do is take the next item, which is the freightliner truck, I will have Solid Waste do a presentation on this for you today, and I am going to ask that you table this particular item, and I'd like to bring it back on the July 22nd meeting. I forgot to address something within that issue, I don't have the contract number in the purchase order, so I will get that cleared up by the next meeting. However, I would like to do the presentation, that way you're aware of what we're trying to do and where they're going. With that, I'll let Wes present.

Wes Myers, Sanitation Supervisor, presented. A copy of the presentation is attached hereto and made a part hereof.

Mayor Hechler: What happens to the old garbage trucks – do you retire it? Do you put it up for auction? Do you sell it? What do you do with it?

Wes Myers, Sanitation Supervisor: Yes, sir. When we retire it, we'd be looking at auction as an option to send it back out. With the costs and trying to get things replaced, it's just not feasible. The auction would be where it would be headed.

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City Manager Whitehead: And what I would ask is to table this item, we'd like to bring this back at the next meeting, I need to get the proper contract number for the vendor. We would want to be using CES or statewide price agreement, it's not on the purchase documents we presented to you today. So I just need to go back and work with Carlos to finish that and get it done correctly.

Mayor Hechler: Is everything done at one vendor, or do you get the chassis one place and then get the other equipment somewhere else?

City Manager Whitehead: It would be at one vendor.

Andy Alvarez, Sanitation Director: It's going to be 2 quotes put into one. So one is through Lonestar Freightliner out of Albuquerque, that's for the chassis. The body is another quote from Pete's Equipment, which builds the attachments, the arms and stuff. Then it's combined into one quote.

Mayor Hechler: And is it manufactured in one place, or is it moving around?

Andy Alvarez, Sanitation Director: 2 different places, there are a few states, it's all put together.

Mayor Hechler: The reason I'm asking is if there is a warranty issue, where do you take it?

Andy Alvarez, Sanitation Director: Back to Freightliner Lone Star.

Mayor Hechler: Okay. And it's a 5-year warranty, what if it's down for 6 months? What happens? Do we lose 6 months or do they extend the warranty for 6 months?

Andy Alvarez, Sanitation Director: That's a good question.

Wes Myers, Sanitation Supervisor: That's something we can look up and get back to you.

Mayor Hechler: I think I would like to find that out, because it seems like sometimes we're down for several months with this other equipment.

Andy Alvarez, Sanitation Director: Several months, this last truck took 6 months to get it back up and running due to ordering parts.

Mayor Hechler: Yeah, I'd like to know if there's a warranty issue with our trash truck for several months, if we can extend the warranty.

Andy Alvarez, Sanitation Director: That's a really good question, we'll look into that.

City Manager Whitehead: And again, on that particular item, you can do it at the end, a motion to table it. With that, I will turn the meeting back over to Carlos to finish presenting.

Carlos Miyagishima, CPO: Thank you for helping me out with that item, I still have a few more. The next one is from Wex bank. This is a statewide price agreement. The contract is 20-00000-22-00058 in the total amount of \$60,000 which would be used to supply the vehicles and equipment with fuel. This would be throughout the whole year. Obviously, this is from the Solid Waste Department, and if you have any further questions on this one, I will defer to Andy Alvarez for clarification.

Jocelyn Holguin, CFO: ~~So, the city currently uses Wex as a general. But because these~~ are requests that are \$60,000 and over, Wex is under the statewide price agreement, so we added it to the agenda for approval instead of continuously doing change orders to increase them, this will help minimize that workload for it to just be set at a higher rate and move forward, because of the statewide price agreement. That will be the same for the Police Department on the bottom of the page. The 2 are utilizing the Wex agreement to exceed the \$60,000 process.

Mayor Hechler: The first \$60,000 is just in support of the Sanitation Department. How about the rest of our vehicle fleet?

Jocelyn Holguin, CFO: That's the PD, but the other ones typically go under \$60,000 so we just open PO's for the annual amount they utilize, and then we close them out on final invoicing per fiscal year.

Mayor Hechler: Our employees, when they use their Wex card, do they have a choice where they want to go, or do we have a preferred vendor? Or do we go wherever we can get a discount?

Jocelyn Holguin, CFO: They are able to go anywhere they are accepting credit, debit, or fuel cards. However, Wex has those big fuel spots, they usually don't take them there. It's on their contract but I can't remember the name of the exact one. But most places accept them.

Mayor Hechler: Yeah, I know going out of town, we don't have a choice, but in town, are we trying to get bids from vendors or anything or we just go wherever is convenient?

Jocelyn Holguin, CFO: Because it's a fuel card, they can go anywhere, and it's under the price agreement, so it's not restricted.

City Manager Whitehead: The vendors are the ones that have to choose to accept the Wex process, and in that process, they accept and provide us some type of a discount on that purchase, so that is how that would be done. There would be some kind of a procurement process that they would agree, just like any other procurement where they would offer some kind of a discount. But the user has full access to buy fuel wherever

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the card is accepted. There are some local vendors that individual departments also work with, so we do issue some PO's directly to particular local shops that don't accept Wex. It looks like the city's tried to share the wealth where they can on fuel purchases. But for general purposes, the credit card would give the user the ability if the company took Wex, and any discounts would come through that program.

Carlos Miyagishima, CPO: The next item is from the vendor Sunny 505, this is fiscal year 26/27 city advertising and marketing agreement. This is for a total amount of \$132,869.92 and they would be using the 2026-2027 contract. It is an open PO to do city advertisement and marketing throughout the fiscal year, and if you have any further questions, I will defer to Angela Torres on this one.

City Clerk Torres: Yeah, this is the contract you previously approved.

Mayor Hechler: Yeah, we've been through it several times, we're good.

City Manager Whitehead: I would just add that in those dollars, that also includes the New Mexico True match, that we process through Sunny 505 to get to the state. \$65,000 I think goes to the state, and then they match it 2:1.

Carlos Miyagishima, CPO: The next one is for Jaime F Rubin, Attorney at Law. This is an open PO drawdown for the legal services. We used an RFP for that last year, and this would be a renewal for this year, we have up to 3 years, I think until 2028-2029. But this current fiscal year would be the first renewal year, so the second year total. Total amount of \$65,000.

Mayor Hechler: Did we stay under last year?

City Manager Whitehead: Yes.

City Attorney Rubin: It says \$65,000 but I'm actually working on an hourly basis and I think we're pretty significantly less. I think we work together pretty well and we're trying to be efficient.

Mayor Hechler: It's been good. If we happen to go over, is there a mechanism for it?

City Manager Whitehead: Well it's based on usage so absolutely it could go over if we had issues, but again, we seem to be keeping it in the \$4,000-\$5,000 range monthly with the items.

Jocelyn Holguin, CFO: And because this was an RFP, it would be alright to do that because we went through the process.

City Manager Whitehead: Correct.

Carlos Miyagishima, CPO: And then the last one is from Wex bank again, this would be for the PD, it's an open PO in the total amount of \$69,000. It would be using the statewide price agreement. The contract is to supply the vehicles and equipment with fuel throughout this fiscal year, and I will defer to Chief Tavizon for any questions you may have on this item. That is all from me.

Mayor Pro Tem Mitchell made a motion to approve the Purchase Requisitions \$60,000 and over with the removal of the Lonestar Freightliner to table it until the next meeting. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. ORDINANCES/RESOLUTIONS/ZONING:

**1. Discussion/Action: Resolution No. 01 26/27 Open Meetings Act Resolution.
City Clerk Torres**

City Clerk Torres: This is the resolution that we bring to the first Commission meeting of the fiscal year. This resolution mirrors our Open Meetings Act. On the resolution, I kept it the same on paragraph 1 where we have our meetings at 9am, and our second meetings at 4pm. However, I will open it up so you guys can have a discussion on if you'd like to change it or leave it how it is. I stand for any questions.

Mayor Pro-Tem Mitchell: I think we should make both the meetings at 9am for consistency's sake, and because we've tried for the past 6 months having a 4pm meeting, trying to increase public comment, and I don't think we saw that increase. I think we should move it back to where they're both at 9am each month. I know Ingo wants to sleep in, but you have Tuesdays, you can sleep in on Tuesdays.

Commissioner Hoeppepner: I'm fine with that. Then are we adding public comment on both meetings again?

City Clerk Torres: Yes.

Commissioner Hoeppepner: Okay, good.

City Clerk Torres: Yeah, we have it like that now.

Mayor Hechler: I like the format of having one business meeting and one regular open meeting where we have everything. I think that expedites the second meeting a little bit. I know that we're fresher in the mornings than we are in the afternoons, speaking for myself anyway. And I know that sometimes we keep the staff in late, and after a full day that kind of tires things out. Additionally, if we have a special meeting and we have to keep people from out of town here, that might cause some issues from time to time. I think going back to the 9am meeting has its benefits. It doesn't take care of everything, but I think it might be better for this body if we decided to do that. That's my opinion.

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Commissioner Glines: I'm comfortable with that.

Commissioner Hoepfner: I'm fine with that.

Mayor Pro Tem Mitchell made a motion to approve the Open Meetings Act Resolution No. 01 26/27 with the amendment of changing both meetings to 9:00 a.m. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Clerk Torres: For our next meeting, we have it advertised as 4pm. Would you like to change the next meeting to 9am or would you like to start the 9am meetings in August?

~~Mayor Hechler: Let's keep the next one at 4pm and start at 9am in August.~~

City Clerk Torres: The new schedule will begin at our August 12th meeting.

- 2. Discussion/Action: Resolution No. 02 26/27 Series 2026 General Obligation bonds. Chris Muirhead, Modrall Sperling & Mark Valenzuela, Bosque Advisors, LLC**

This item was moved before reports.

- 3. Discussion/Action: Publication of Ordinance No. 774 General Obligation Bonds, Series 2026. Chris Muirhead, Modrall Sperling & Mark Valenzuela, Bosque Advisors, LLC**

This item was moved before reports.

- 4. Discussion/Action: Resolution No. 03 26/27 Abatement of Dangerous Structure at 825 Morgan Street.**

Commissioner Glines recused himself from this item.

Tyler Knull, Code Enforcement Officer: The property I'm bringing before you for this resolution is 825 Morgan Street. This property began the process of being notified of violations on the property, specifically dangerous structure and unsanitary premises, in December of 2025. The property was posted with a notice of violation and notice of violations were sent to the listed property owner at the primary address, and the address 825 Morgan via certified mail. We did not receive responses on those certified letters notifying the property owner. The property was reposted on December 22nd, 2025 at the address. Again, no response was received. The property is unsecured and is in violation of our city code 4-229, specifically section 1 where we have unsecured doors and windows on the property, and section 7 where we have an attractive nuisance to unhoused people, vagrants, criminals, or children. It's simply not a safe structure to, at the very least, have boarded up in some manner. Like I said, we've received no response. Attorney Rubin has done a title search on the property, all interested parties have been notified via certified mail. Again, still no response. We've had meetings with

CITY COMMISSION JULY 8, 2026 REGULAR MEETING MINUTES

City Manager Whitehead, Assistant City Manager Alvarez, and Attorney Rubin regarding this property. We feel comfortable moving forward with the resolution. Once the resolution is passed, should it be passed, all interested parties from the title search and listed property owners from the Sierra County tax assessor website will be notified and served with that notice, to continue to try to gain a response. If there is no response within a given timeframe, then we'll move forward on the resolution, should it be passed today.

Mayor Pro-Tem Mitchell: And what does it mean to move forward on the resolution?

Tyler Knull, Code Enforcement Officer: To pass the resolution.

City Attorney Rubin: We would pass the resolution, but then if we go through the process we're talking about, we would demolish the building. Of course, this is all in the resolution, but we would then put a lien on the property for the reasonable cost of the demolition for the removal of the debris. I really like Officer Knull's presentation because what we're emphasizing is notice.

Tyler Knull, Code Enforcement Officer: Correct.

City Attorney Rubin: And that's why we did a title search, because you always want to know who had an interest or has an interest in the property. The title search revealed that there was a gentleman who is deceased, and there was a probate opened. The person's representative is in Lincoln, New Mexico. I believe you sent a certified letter there, it was returned unclaimed.

Tyler Knull, Code Enforcement Officer: Correct.

City Attorney Rubin: And that's why the resolution says that the certified letter was not claimed. Nevertheless, even though we had that happen, if we pass the resolution, then we have to give notice again that we passed the resolution. So, we will try again to get ahold of the individual. The title search also revealed that at one time, the PNC bank has a mortgage interest in the property, this goes back more than 20 years ago. We don't see that it was ever released, so we will also try to reach out to one of the successor branches, maybe in Las Cruces for example, and let them know what we're doing. I had a meeting yesterday with Mr. Knull and Mr. Whitehead. Gary made a really excellent point, notification is the key here. Again, this is a very important step, we're talking about demolishing someone's building so we want to make sure that people are being properly notified. That's what this is designed to do.

Tyler Knull, Code Enforcement Officer: And just to further clarify, should we receive a response once we notify that this resolution has been passed, then we will hold off, at least on my end, and I'll speak with Manager Whitehead and Attorney Rubin on what our next steps should be to continue to give any interested party an opportunity to resolve any violations on the property before we move forward with anything.

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Tyler Knull, Code Enforcement Officer: Yeah, the resolution even sets forward that once we serve someone, that individual would then have 10 days to file an objection to the City Clerk and request a hearing in front of the Commission.

Mayor Hechler: Once we go through this whole process, and there's no action from the other party, we move forward with demolition and cleaning it up. That price is attached to the value of the property under a lien?

City Manager Whitehead: We do have an opportunity to ask that if somebody was to demolish it, that particular company could accept the property in lieu of charging the city. That's an option that we would have available to us. But to work it back, let's just say that the city did go in and do the demolition, then we would file a lien, but then we would be required to foreclose on the property. So the lien wouldn't become active, so at some point, in these cases we would file that lien. Again, remember that the lien process requires we file within 4 years. Attorney Rubin and I will be discussing some of the things I brought back from the Municipal League about the length of that lien. But once we foreclose, then the property technically would belong to the city, and we would begin to look for ways to sell it, liquidate it, and use it for other purposes.

Mayor Hechler: Do I have to wait 4 years in order to do that?

City Manager Whitehead: No, not necessarily. I'll let Attorney Rubin chime in.

City Attorney Rubin: You have to do it before 4 years. So no, if we get to the point where we're demolishing the building, as soon as we have a price tag for how much that costs us and we had a reasonable cost of the demolition and removal of the debris, we would record our lien right away, so it would be public record. And then we would decide, during the next 4 years, what are we going to do with our lien? Do we want to foreclose it? Do we want to try and find a buyer? Or whatever the case may be.

City Manager Whitehead: Part of our discussion yesterday was that we want to recognize the hard work that Tyler has to do, going out and dealing with this. My concern is notice, notice, notice. We have another process that we did a few months back that we're still waiting for a secondary – you know, we tried on a vacated property, we wanted to reach out additionally to make sure we were sure, so we're kind of taking that same approach. Again, by passing the resolution today, you authorize the process for us to move forward. The individuals have up to 10 days to either come forth and let Tyler know that they're going to begin cleaning it, or that they are going to protest. That protest would be scheduled and come to you, so that's going to take some time, you would then make your decision, if they're still not happy with your decision, then they would have an opportunity to take that decision to district court. If they protest, it will take some time, so what we've kind of agreed to as a team is we're going to give this notification about 6 months. If we still get the same responses by December of this year, we would begin moving forward to clean the property up ourselves. We're not going to let it linger, but we are going to give Tyler the ability to have a little more space to find a solution without that.

Mayor Hechler: Sound like a plan.

City Manager Whitehead: We support the efforts here and we would recommend approval of the resolution as presented.

Mayor Pro Tem Mitchell made a motion to approve Resolution No. 03 26/27 Abatement of Dangerous Structure at 825 Morgan Street. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried with a 3-0 vote and 1 recusal.

~~City Manager Whitehead: Things that we say in here matter. I'd also just like to state that the 6 months isn't a deadline and a term. If we get all the responses back in a month and nobody wants to do anything, Mr. Knull could present to me and the team and we would say, "Okay let's just go ahead and start now." But we're going to say that if we don't have a resolution in the positive by that point of time, we've given it enough and we need to move on. That's effectively what we're saying. And we would take the same approach on the next one we're presenting, that's why I wanted to mention that.~~

5. Discussion/Action: Resolution No. 04 26/27 Abatement of Dangerous Structure at 304 North Joffre Street.

Tyler Knull, Code Enforcement Officer: Similar to the last property – and I'll restate since Commissioner Glines is now present – The property came to my attention in November of 2025. I began my notification process in December of 2025. The same thing as the last property, all interested parties were sent certified letters with a notice of violation, and the property was posted with a notice of violation as well. I did not receive responses on any of those, and reposted the property again on December 22, 2025 with the notice of violation. Since November, we've had reports of unhoused people, criminals, vagrants, in the property. Law enforcement hasn't seen that, but neighbors have been reporting it. The property originally came to my attention when the Fire Department reported a fire at the property, and believed that the structure was a fire danger. I was unable to receive a letter of support from the Fire Department, however they did provide pictures, and they are all labelled. They did have a lot more, but I didn't feel the need to include all 150 pictures that they took of the property. Those are just the main ones that they took, basically documenting what they believed were concerns on their part. Again, no responses have been received on my certified letters, a title search was conducted by Attorney Rubin, certified letters were sent again, no responses. However, recently on July 1st of this year, I did go by to get further updated pictures of the property and I did observe this roll-off dumpster out front of the property. I still have not received a response, but that roll-off dumpster tells me something. However I believe that we could still go with this resolution and continue to try to get ahold of whomever put that roll-off dumpster there and is cleaning it up and just say, "Hey, look we're still trying to get this property cleaned up, this still matters to us, we'd like to work with you on this property." just as we have on the last property.

Mayor Hechler: Attorney Rubin, were there any findings on the title search?

City Attorney Rubin: There is an estate, and I believe what Mr. Knull is referring to, he sent these letters to I think the beneficiaries of the decedents, and those are the ones who have not responded to you. And for Commissioner Glines, what I discussed during the last matter was that notification is always the key here, that's why we do a title search to see who had any interest in the property, we give notice to whomever the title search reveals to have had an interest, and after the resolution is passed, we're still not done with the notification process. As the resolution points out, we still have to give notice to the interested parties, other resolutions, and they would have 10 days to file an objection, if they wish, and request a hearing in front of the Commission.

City Manager Whitehead: I want to point out 2 items in this, if you'll take a look at the pictures, there's a picture of the door that shows the posting of the nuisance structure and then the notice, if you'll see at the bottom, the white paper which is the notice, and if you scroll to the next picture, you can see that the notice has been removed from the door, so again that would give us some indication that somebody did receive the information. That's one, and then if you go to the dumpster that's on-site, again by passing the resolution today, that opens the door for the property owner to have 10 days to begin abatement. In this case, if they've started abatement and they can verify with Mr. Knull that they have started the process and they're going to take care of it, then he has actions he can deal with under the resolution and the terms. They could either come to us, or he could provide them with some window of opportunity to say, "Get it cleaned within this period of time and I'll go back to the Commission." So he would have that opportunity. So you wouldn't be changing any of the process just by the fact that somebody has started to clean it, it would be consistent within the process. Hopefully, if you sent the resolution, somebody would say, "I'm going to clean the property and understand your action." By doing so today, you would not hinder or change the process that may ultimately end up needing to happen.

Mayor Hechler: If someone comes forth, what is a reasonable amount of time that we would give them?

Tyler Knull, Code Enforcement Officer: It would really just depend on what kind of documentation they can provide me. Some people can get things cleaned up really quickly, some people it takes a little bit longer. With costs being high, I don't know how much it costs to bring a roll-off dumpster, I'm assuming that's not going to be the only one they need, so as long as they're providing me documentation, then I usually give as much time as they're requesting.

Mayor Hechler: Yeah. Pretty good flexibility there. We did that with Ms. Gower.

Tyler Knull, Code Enforcement Officer: Right. I do require that any time they're requesting an extension on time that they come in and fill out a form or give me a written request for an extension, provide documentation that I can utilize to show that they're making some sort of progress. "Hey, we have a receipt." "Hey, we have a

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I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 12:11 p.m.

Passed and Approved this 12th day of August, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, July 22, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 4, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-26

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JULY 22, 2026

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Chief Financial Officer
Luis Tavizon, Chief of Police
OJ Hechler, Community Services Director
Tara Manning, Animal Shelter Manager
Steven Glines, Pool Manager

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Hechler made a motion to approve the agenda with the removal of items E6, E7 and E12a. Commissioner Forrister seconded the motion. Motion carried unanimously.

5. COMMISSION COMMENTS:

Commissioner Forrister: This weekend, there is a big event up in Winston, there are side-by-sides, a cornhole tournament, a dutch oven cook-off, and ranch rodeo. It'll be a lot of fun and we invite the community to come up there. It should be nice and cool, cooler than down here. Hopefully it'll be raining.

Mayor Hechler: I will reserve my comments for the next meeting. I will be presenting on the Legislative Finance Committee transportation presentation that I did, and also on the Destination Forward grant that we applied for.

6. STAFF COMMENTS:

City Manager Whitehead: I'll keep it short; tonight at 10:00pm, we will be having a water outage on the North side of town, that will start at 10:00pm. We're having the last tie-in at the school. As you know, we've talked to you numerous times about the water projects; trying to get those connected before school starts so we can be out of the area. The water lines should make it by the end of this week to be connected. School starts on Monday. We will be doing some paving in the area while school is going, we're just working out those schedules, but tonight from 10:00pm, hopefully within 3 or 4 hours, the water will be off. We've done a pretty good blitz to notify everybody, so hopefully we're back on track. This should end one for the challenges we've been facing with one of the valves in that area, it's caused us to have to go quite a ways out to get that done. Otherwise, projects are just moving along every day, we're getting closer and closer on projects. That's it.

C. PUBLIC COMMENT (3 Minute Rule Applies):

Ron Fenn, 316 N Foch: I came to speak about an article in the newspaper about the police investigating graffiti. The reason I speak about it, because I called dispatch and told them what I knew about it. It wasn't about who did it, but the fact that it didn't need to be done because the sign has been illegal for 30 some years. There is no reason for that sign to be graffitied upon. And yet, the city, in all its glory, has chosen the hypocritic oath of saying that, "Well if it goes on long enough and it's illegal, it's okay." I don't believe in that. I never will believe in that. The law is the law, and if you make laws, you need to keep them. And if you can't keep them, get rid of them and make it a lawless community. I'm sure there will be people that would like that. I have some documentation for you, this is the law, and all the yellow is the violations of the code that came into play in 1996. I just want to point out that the only time there was a permit issued for that was a week prior to the adoption of the code, very interesting. And they violated the application for the permit, they said, "Oh we want a 400 square foot sign." And they build a 500 or 600 square foot sign, and a double billboard. Billboards are not allowed on any local street, and that is on a local street. That has no frontage on Main or Broadway, or the loop, it's on McElroy, that's the only frontage for that property. It also runs over the property line, it's supposed to be five feet within the property line of any property. And yet, it's overlapping it onto the city's right of way, and according to section 11-13-2.10., Enforcement, it says, "Offenses:

1. Every violation of this Article constitutes an offense. 2. Each day a violation of this Article exists constitutes a separate offense.” And item B. Enforcement Authority, says that the zoning administrator is supposed to do something about it.

Ron Fenn,

D. CONSENT CALENDAR:

- 1. Acknowledge purchase report of items under \$60,000**
- 2. Acknowledge Subrecipient FY 25/26 4th Quarter Reports**
- 3. Take Home Vehicle Form: Police Department**

~~Mayor Hechler made a motion to approve the consent calendar as presented.~~
Commissioner Forrister seconded the motion. Motion carried unanimously.

E. NEW BUSINESS:

- 1. Discussion/Action: Summary Plat Amendment at 1700 Corzine Street.**

Assistant City Manager Alvarez: This item was presented for public hearing at the Planning & Zoning Commission on July 13th. We did have two members absent at that meeting. The application does comply with all the applicable subdivision and zoning requirements. We had one proponent that actually spoke, and we did have multiple proponents in the audience in support. The applicant is requesting to divide her property. I know we had some discussion afterward regarding tract 2 and tract 2B, there's a fence that encroaches over. I did speak with the applicant, and at any point in time, if she is not going to have ownership of the properties there, then that fence would need to be reduced down and made sure it was sitting just on one lot or the other, or removed completely. The reason for the split – you guys have all the meeting minutes so you can see – it was a well-spoken meeting, it's for part of a nonprofit, so she's going to be leasing that for nonprofit purposes. She is here if the Commission does have any questions for her at all. I'll stand for questions.

City Attorney Rubin: If you make a motion to approve it, you may want to work into the motion the comments made by Ms. Alvarez, making sure the fence is actually coordinated within the boundary.

Mayor Hechler: The name is Donkey Magic Farm, correct?

Traci McGowan, Applicant: Yes.

Mayor Hechler: There is a better term, right?

Traci McGowan, Applicant: The nonprofit is EARS, Equine Allies Rescue & Sanctuary, at Donkey Magic Farm being the location.

Mayor Hechler: My only concern was really that the fenceline that is down, is it encroaching around both lots?

Traci McGowan, Applicant: That is correct. The property goes into two different names and the fenceline will be adjusted accordingly.

Commissioner Forrister made a motion to approve the Summary Plat Amendment at 1700 Corzine Street, with the fence following the plat if there is ever a change of ownership Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Vacation of Plats at 418 Locust Street.

Assistant City Manager Alvarez: This item was previously on our agenda on the May 27th meeting, and the Commission tabled it, pending further notification. I did reach out to the applicable adjacent property owners, we sent an additional certified letter encouraging them to reach back out to us to ensure that they didn't have any concerns. One of the property owners – the property is in a trust, the mailing address is out of town, they did sign for their letter, but I have no way to give them a phone call or anything, so I did not hear anything via email, nobody called me on it, but they did sign for the additional letter. The second one, as of Monday, we hadn't received the signature card back, however I was able to reach out to that property owner and speak with them yesterday, they did not want to stop any type of progress and didn't seem to have any concerns. They were going to follow up, and if they had further concerns, they were going to reach out to me today, and I didn't hear anything back from them today. With that, I will hand it back over to the Commission for discussion.

Mayor Hechler: If you'll recall, we tabled this item last time to give you time to reach out to the adjacent property owners to see if anybody else wanted to speak up on behalf of this situation. No one else did, so if we're all still comfortable with the vacation itself, I'll entertain a motion.

City Attorney Rubin: There had been concerns that it maybe the other landowners might be landlocked, but upon further investigation, we found that that's not true. They would have access to their property, and I happen to be reading the Planning & Zoning minutes, and one of the Commissioners pointed out that basically the alley we're talking about is really unusual, there's really no place to build in that area, so I don't think there will be any issues there where anybody would suffer any damage as the result of this, so I think we can move forward.

Commissioner Forrister: It was a 2-2 vote at Planning & Zoning?

Mayor Hechler: Yes, and I think there was one opponent and one proponent, in reading the minutes. The opponent actually lived across the street, he didn't want to see more density in the neighborhood, and we had one proponent, and we had no other letters to indicate any opposing members. Are there any other questions?

Commissioner Forrister: No, just wanted to point that out.

Commissioner Forrister made a motion to approve the Request of Vacation of Alleyway adjacent to Plats at 418 Locust Street. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin: And I'm assuming Ms. Alvarez will want to work with me to prepare the actual vacation that we will be recording. I don't think we need to bring it back to the Commission unless the Commission requests it. But I don't think we need to, I think we can do it administratively.

Assistant City Manager Alvarez: Correct.

3. Discussion/Action: Consider Approval of Proposed Changes to Animal Shelter Adoption Hours.

Tara Manning, Animal Shelter Supervisor: As you know, the shelter is currently open Monday-Saturday 8am-5pm. We are just simply requesting that we do strictly adoptions from 10am-5pm. The reason being is for the past year, our shelter has been beyond overcrowded where we have – at one point, we had 8 dogs in popup kennels right outside of our office door. So you walk through the office and the first thing you smell at 8:00 in the morning is dogs, and not the pleasant kind of smell. So it's not always the best when you walk in and you're wanting to adopt a dog or a cat, and that is what you smell. We're just asking that we change the adoption hours to strictly 10am-5pm so the shelter can look presentable, it can smell clean, and the animals can look their best without having food everywhere, to the point where people think that we're not feeding them. Trust me, we are, they're just messy when they're in popups. During 8am-10am when we are open, we would still take in the stray animals, we would still do return to owners, still be open to the public for those who have questions, and mainly we would just do cleaning. That's all we're asking today.

Commissioner Forrister made a motion to approve the Proposed Changes to Animal Shelter Adoption Hours. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler: Would this be a matter that can be handled by the administration or for the Commission? I would think that we would get involved when it is initially brought to our attention, but managing the animal shelter and its hours, I think falls under administration more than the City Commission. What are your thoughts?

City Manager Whitehead: I think it could go either way, we discussed it. We feel like it's a policy decision, the hours that we set. So that was the reason we thought we should just bring it to the Commission. I'm happy to make those decisions, it's no problem, but I think it could go either way.

Mayor Hechler: I'm okay with the action. I was just curious.

City Manager Whitehead: It feels like they're posted hours, and they're by policy, so it would be best to err on the side of caution on that. Thank you for trusting me with that.

4. Discussion/Action: Consider Approval of Proposed Changes to Pool Hours.

Steven Glines, Pool Manager: I'm here representing your J.A. Hodges Truth or Consequences Municipal Swimming Pool. I will give you a brief update on how long the season is progressing, how current operations are going, and a brief look at our future plans. ~~It goes without saying that we are an outdoor pool, and we are completely~~ weather-dependent. Currently, with our one-dollar entry fee per session, we see anywhere from 25 patrons per day, to over 200 when Apple Tree brings their crew in. We have a new computer login system that enables us to track customers and our busiest usage hours. We service lap swimmers, aerobics, therapeutic swimmers, private programs, state programs, federal programs, and of course our general public. We have had 2 parties at the pool, with 3 more coming up in the next 2 weeks. We are working on a few other projects such as the US Forest Service completing physical training with us. The one-dollar fee has quadrupled our sales from last year and we are seeing levels of use that were pre-covid. Covid had a very negative effect on the swimming industry, and it has been an uphill climb to get people back to the pool. The success of our dollar entry fee has also had a ripple effect in that the Hatch and Socorro Pools have also initiated a dollar entry fee to drive patron participation. We currently have adequate staffing, although we will be losing several lifeguards to school and college in the coming weeks. We have planned to have enough staff to stay open for the next few months and I will update you next month on how this has progressed. From working with the staff while getting my own certifications, I have found them to be highly qualified and very knowledgeable of the requirements of being a professional lifeguard. From talking to our chemical salesman, although our filter system is old, it is still a top-notch sand filter system that he professes to give us "one of the best pools that he services on a monthly basis." He services Santa Fe, Albuquerque, Los Lunas, and other pools up North. Keeping the chemicals at correct levels is a science all its own and we are constantly checking and adjusting the system to keep our swimmers safe. State of the art Stenner Pumps were installed that are connected to the computer system. These constantly adjust the chemical levels and are very easy to use. I will revisit this when I talk about our future plans later. We have two temporary awnings to wind shear, and I would like to visit with you sometime in the future for a more permanent awning that can be utilized by our larger groups. Speaking of future plans, I have a new schedule for your approval. As you can see, we will be switching to our off-season schedule for the month of August:

I am only asking for this schedule for the month of August at this time, so that we can look at how it is going, and then adjust based on the data. I really want to push the wellness aspect of our pool, and I feel that with our senior population in town, that even though we have many current users of the pool, more education concerning the positive

health aspects of pool activities could also increase usage. In my personal experience, my back feels much better getting in the pool, and I wish I could get that across to people, taking that weight off and exercising is very beneficial, and I will be trying to push that a little bit more. While talking about usage, with our new state of the art chemical system, and increased usage, we are using chemicals at an increased level. While we have been maintaining water quality levels that are constantly getting us positive comments from suppliers and patrons, the cost may outweigh our current budget allocations. I am not asking for an increase at this time, but I am letting you know that this may be revisited in the future. Open swim is from 10am-11am, I just figured that if we're open and we're there, we should be able to let anyone come in. I will stand for any questions.



JJ Hodges Municipal Swimming Pool **2026 OFF-SEASON Schedule**

July 27th-October 4th



NEW EXTENDED HOURS! Pool Closed on Mondays.

Each Session is still \$1.00.

	Time	Tuesday	Wednesday	Thursday
1st Session	7:00-9:00 am	Lap Swim/Therapeutic Swim	Lap Swim/Therapeutic Swim	Lap Swim/Therapeutic Swim
	9:00-10:00 am	Lap Swim/Therapeutic Swim	Lap Swim/Therapeutic Swim	Lap Swim/Therapeutic Swim
2nd Session	10:00-11:00 am	Therapeutic Swim/Open Swim	Therapeutic Swim/Open Swim	Therapeutic Swim/Open Swim
	11:00-12:00pm	Water Aerobics/Therapeutic Swim	Water Aerobics/Therapeutic Swim	Water Aerobics/Therapeutic Swim
	12:00-6:00pm	CLOSED	CLOSED	CLOSED
	Time	Friday	Saturday	Sunday
1st Session	10:00am-11:00pm	Lap Swim/Therapeutic Swim	Lap Swim/Therapeutic Swim	Lap Swim/Therapeutic Swim
	11:00-12:00pm	Water Aerobics/Therapeutic Swim	Lap Swim/Therapeutic Swim	Lap Swim/Therapeutic Swim
	12:00-2:00 pm	Open Swim	Open Swim	Open Swim
	2:00-4:00pm	Open Swim	Open Swim	Open Swim
	4:00-6:00pm	Open Swim	Open Swim	Open Swim

Sessions close ten minutes prior to scheduled times. Pool Rentals Available.

For more information, call 575-894-6151 or visit, 775 Daniels, TorC, NM.

Steven Glines, Pool Manager: So I thought of asking some of our physical therapists in town if they may want to go there, but I'm assuming that people have their own program already, signed off by a PT. Hopefully they understand that we have – so the way the lanes are setup, I always leave my side lane for therapeutic. Right now, it's just kind of an outside lane that people come and use, but I'd like to hold that lane open for people doing PT-type work. That way, the steps are right there, they can get in really easily, and use that whole outside part. We actually have 2 people right now that come every morning and use that outside portion, but no, it's not. We do have a water aerobics instructor who comes in doing water aerobics. I've had patrons come in and say things were not great previously. Like last year, during this time of year, it wasn't open some mornings. So that's what we're trying to fix, so there's somebody actually there in the

mornings when they show up for lap swim, that there's somebody actually in the building. I was told that was not always the case at times.

Mayor Hechler: Well, I've certainly heard more positive things than I did last year, and it's nice to have someone at the pool that takes ownership of it and cares about it.

Steven Glines, Pool Manager: It's set up well. The systems are there to be successful, and the staff is great. They know what they're doing. We've had some hiccups there, but as I've been doing my certifications, I've realized they really do know what they're doing. When you talk to them – the only thing I didn't mention in my presentation, if anyone ever wants to tour the pumphouse or room and see what we're doing, it's pretty impressive. The whole chemical situation there, people have no idea what it takes behind the scenes to keep it clean.

Mayor Pro-Tem Mitchell: We used to do physical therapy with the actual therapist around town, and that stopped with Covid too. I'm thinking of reaching back out and seeing if we can get something started again.

Mayor Hechler: I think that would be good. Thank you.

Commissioner Hoepfner made a motion to approve the Proposed Changes to Pool Hours. Commissioner Forrester seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Approval of executed grant agreement for the FY27 Clean & Beautiful Grant. OJ Hechler, Community Services Director

OJ Hechler, Community Services Director: This is your FY 27 Clean & Beautiful Grant in the amount of \$10,296.41. Grant funds will be spent this year on:

- Additional dog waste stations; one in Rotary Park and one downtown somewhere
- Two additional bottle refill stations; one next to the skatepark at Ralph Edwards Park, to support the skate park and also the Levitt concerts going on there this year
- Three recycled plastic picnic tables; two at the Veteran's memorial park and one at the sports complex

The Clean & Beautiful grant has been a good partner, just about every park where we've had picnic tables, we've been able to replace throughout the years with these recycled plastic picnic tables. These things have about a 40-year lifespan on them, so hopefully they'll be there for a good long time. The 25% match will be paid by in-kind services. We partner with MainStreet, who does two community cleanups every year. Some of the match will also be paid through administrative services from the city and the Finance Department, things of that nature. With that, I will open it up for any questions you may have.

Commissioner Glines: I wanted to echo what the Tourism Department said, they're impressed by the level of commitment your municipality has for the community, so thank you.

OJ Hechler, Community Services Director: It's been great working with them the last 4 or 5 years. They're a good partner.

Mayor Hechler: Talk to me about success for your bottle stations. Have you had any luck with those so far?

OJ Hechler, Community Services Director: The idea behind that is, last year, when we did our first community cleanup, we were going to count all of the plastic water bottles, and then at the second cleanup, we were going to see the difference that they'd made. I can tell you that we don't pick up near as many plastic bottles that we do in the parks, I don't have a set number for you at this point, but that's what they're there for, take your plastic water bottles and refill them, fill up your mugs, your cups, whatever you've got, and let's make a difference. That's what it's there for. MainStreet put something out encouraging people to recycle their bottles, reuse them, things of that nature.

City Attorney Rubin: In reading the agreement, I just observed that paragraph 1, Obligations of Partner, there are several parts we have to fulfill in order to proceed with this agreement. I've been meaning to go through them one by one, but are you satisfied that we can handle everything? There's nothing here that's going to be a problem?

OJ Hechler, Community Services Director: Yes, sir, we can handle it, absolutely.

Commissioner Forrister made a motion to approve the executed grant agreement for the FY27 Clean & Beautiful Grant. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Agreement between Sierra County and the City of Truth or Consequences for floodplain management services.

Traci Alvarez, Assistant City Manager: For the last several years, the city has had an agreement with Sierra County to review planning & zoning applicants who are doing a new build and development, to identify whether or not they're in the floodplain and what the requirement is, so they can proceed forward. It's a requirement by the construction industries in order for them to get their building permit. Our agreement has expired, so we have drafted a new agreement to enter into. City Manager Whitehead actually presented that at the County Commission meeting yesterday, so with that I will turn it over to him because he'll have an update, and the only thing I would ask of the Commission is if you feel so inclined to recommend approval, if you could look at my recommendation for how to word that, that would be appreciated. Thank you.

City Manager Whitehead: I presented this yesterday on behalf of Traci. I got talked into going to do the public presentation. One of the things that came up when we started looking at it, between the County and us, the agreement we had in place has the word and title that included "and enforcement", what I was concerned about with that, and the County Commission agreed, there is no enforcement from the floodplain manager inside the boundaries of the City of Truth or Consequences, they're not responsible for telling us how we deal with flooding and flood mitigation. The purpose of this program is for a certified floodplain manager to certify whether or not the property sits inside the floodplain, and if it does, to then determine what the base flood elevation is. What we've found is the application – so a citizen would come to us in doing their building, the citizen actually goes directly to the floodplain manager and gets that information, and that information is just inserted into their application to get their building permit. The floodplain manager never comes back to the city and reports on whether or not it's in there. Construction industries kind of manages that. This is kind of a remnant of when we used to have a building inspector – and we don't – and then the transition. Part 2, Traci does send all applications, if our engineer requests a base flood elevation, and the same process would happen, the floodplain manager would then certify with our engineer whether or not the property was inside the boundaries. So what the county agreed is that we should remove the word "enforcement" because the county and I both felt like they don't have any jurisdiction to enforce floodplain management inside of our boundaries, and then the second part is they recognize that they're really not providing a service to the city of Truth or Consequences, they're providing a service to the citizens of Sierra County that require a floodplain certificate, and there should be no fee for that charge. The citizens should be able to go present, they have to have it to complete their permit. So the two changes the County Commission approved was to approve the agreement as it exists, they removed the word "enforcement" from the title, and they decided not to charge us \$5,000 for providing the service. Our ask would be that you approve the agreement with Sierra County under those terms, removing "enforcement" and removing the fee that we would pay for \$5,000. Other than that, the agreement would be intact and correct as presented.

Mayor Hechler: That's clear enough.

City Attorney Rubin: I think it's excellent you got those changes.

City Manager Whitehead: I have to give the county credit for bringing it up and starting that conversation; one of the Commissioners. And again, I would say the spirit of conversation there was really about making sure that we're finding ways to communicate, share, and partner in areas where we can, and this just didn't seem like it was in their opinion, and certainly mine, after understanding it of us paying \$5,000 for something that has to happen, and it's not a large process.

Commissioner Forrister made a motion to approve the Agreement between Sierra County and the City of Truth or Consequences for floodplain management services with the changes of removing the word "enforcement" and entire item 5, "Payment For Service", and to allow the Mayor to execute the final agreement. Commissioner

Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Memorandum of Understanding between Sierra County and the City of Truth or Consequences regarding coordination of development along shared boundaries.

Item was removed from the agenda.

8. Discussion/Action: MOU between the City of Elephant Butte and the City of Truth or Consequences for Animal Control Services.

City Manager Whitehead: This is another partnership agreement that we would have with the City of Elephant Butte. A little bit of history; the city has had this agreement in place for a little bit of time. The City of Elephant Butte was having some challenges with after-hour calls, and called and said, "I don't think we're getting the service that we're paying for." And when we read the agreement, they were getting exactly the service they were paying for. It was a little vague, the terms of the contract effectively said that the city would provide the same service that they did before, and that was it. So we met with the City of Elephant Butte, talked about what their concerns were, and came up with a solution. The Chief and myself were instrumental in negotiating. What you'll see here is that the agreement would allow the city, through the Police Department, to make one patrol in Elephant Butte – so the contract will allow for one patrol – if we have one officer. If we have a full staff, a compliment of officers in our community, this is Animal Control, then the Chief could provide a 7-day per week, one patrol for 7 days per week. That patrol in the contract would happen from 8am-5pm, normal business hours. So effectively, we would be able to go, if there was a call. The second part of the agreement; the Sheriff is the chief law enforcement officer in Elephant Butte, so we tied the agreement to the Chief, because what they were having ere issues where citizens would be walking, and then they would either be attacked by a pack of dogs, or an unruly dog would come out, and that's when they would need some enforcement. So they're now going to call the Sheriff, and then if the Sheriff needs to dispatch us, we will go. That will happen during normal business hours within the terms of the contract, but if it happens after-hours, we would charge a \$200 fee to go out after-hours, which would cover our overtime costs. That gives Elephant Butte full 24-hour day access to Animal Control, but it's done through the Sheriff's department and through dispatch. That's the main change, and I'll let the Chief talk about how he plans to enact this, and then we can go over the terms.

Chief Tavizon: Right now, we do have 2 Animal Control Officers, so next week they will begin a 10-hour shift, so they'll be offset to where they'll be able to provide the 7-day a week coverage and go a little more into the evening, that will help substantially with that. Then, any kind of call that comes in after-hours that is specific to Animal Control, then they could get dispatched at that rate. If we're unavailable for that call, say he's at

another call or maybe unavailable for another reason, then it would roll over to the Sheriff's office Animal Control, and then they would have the ability to also charge the same fee for a call-out. We had a little bit of challenges prior to hiring this individual, because we only had one officer, and with them being on all the time, we were dealing with burnout, alternating Tyler in with it, and Jamie helping out on the weekends to try and provide as much coverage as we could on the weekends, having this second officer makes it a whole lot simpler, makes things a lot easier, and we'll cut down on a lot of costs.

Mayor Hechler: Last year they paid \$18,000 and this year they're paying \$12,000, but we have a contingency of \$200 per call, so in some respects it's better, but then we may actually go back to \$18,000 if we receive \$200 per callout, but they have to.

City Manager Whitehead: That's correct. Again, what we tried to do was make the agreement stand on its own, so you get general services for \$12,000 per year, \$1,000 per month, you get the one patrol, if a call comes in during business hours, we can go, so we know exactly what we're supposed to do, and then the callout going to \$200, that's 30 calls, so we'd be right back at the \$18,000 so that was the concession to try to make the budget fit for Elephant Butte and for us. Again, if we get 30 calls, we're right back at an additional \$6,000 and we'd be at \$18,000 total. Then, we'll evaluate at the end of the year and see how it went. We think it was a fair partnership for us and Elephant Butte, the Chief feels like we can handle it, and then we know what to expect if we get a callout. Before, we would say, "Well we're already there, we can't go." Now we know we can go and get additional compensation.

Mayor Hechler: Do you provide services in Williamsburg?

Chief Tavizon: We do, yes sir.

Mayor Hechler: Do they have a separate agreement?

City Manager Whitehead: We do. And the only last item I'd like to mention, we had put in there that the Chief would report quarterly to the Elephant Butte council so that they can get up to date. They came back a couple days ago and asked if they could get a report monthly. We would ask that you amend the agreement to allow monthly reporting, and then what I agreed with them is we would just say, "It's general reporting." So the Chief could send the Animal Control Officer out to report, but then quarterly at least, the Chief will go and report. That gives him flexibility, but we will report to Elephant Butte on a monthly basis.

Commissioner Forrister: I just want to point out that if they were having somebody 7 days a week patrolling there, they're not going to pay that person \$1,000.

City Manager Whitehead: Correct.

Commissioner Forrister: I understand we're trying to work together, but that seems, if they had to provide that for themselves, not enough, if we are having one of our fulltime people patrolling there. I get that they're not there 24/7.

Mayor Hechler: They're only offering one patrol per shift, though.

Commissioner Forrister: 7 days a week, though.

Mayor Hechler: Right, if they could hire a full-time person to be there all the time. So how long does a patrol take if you're going out to Elephant Butte?

Chief Tavizon: Not very long, maybe 45 minutes to an hour.

Commissioner Forrister: How often are we getting called out during business hours, and is that feasible for payment processing?

City Manager Whitehead: I don't want to steal the Chief's thunder, but he has instituted a GPS program on all of our units so that we can monitor speed and location. So we would be able to report, and in a year, we'll know how many times, how long it really took, what the routes were, and be able to report that information.

Chief Tavizon: Along with any dispatch logs that we have, because we get that stats from dispatch as well, for how many times we're dispatched out there, and the times.

City Manager Whitehead: It's a 3-year agreement, but we could revisit it. By standard, every contract has a 30-day out clause.

Commissioner Glines made a motion to approve the MOU between the City of Elephant Butte and the City of Truth or Consequences for Animal Control Services, with the change to allow a Police Department representative to report monthly, the Chief of Police to report quarterly, and allow the Mayor to execute the final agreement. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Confirmation of South-Central Regional Transit District (SCRTD) Board Member/Alternate Designation and Approval of FY 2026-2027 Membership Fee.

City Manager Whitehead: In front of you, you have a membership back to the South Central Regional Transit District, the city was a member in the past. Over the past year and a half, the Transit Authority has moved into our community, they're very active with their bus, their bus routes throughout the whole community. This last year, the Mayor and I were able to work with them to create a route for Fridays and Saturdays, to be able to move folks in the evenings into town, so they're handling that. We feel it's

important that we rejoin the organization, that we participate, the fee is \$3,752. I think the citizens are receiving that level of service for sure. We still have a few bus stops, I've been working with them, they agreed they would add a stop at Sierra Vista Hospital, they were going to move a stop to Walmart, they weren't going to put the stop on the property, but up at the top. Walmart did grant them permission to drive the busses through, so that'll happen. We also wanted to put another stop at the health building, so they were going to move the bus stop from in front of the Sierra County Courthouse to the back. They're still working on that, I reached out to them a couple of weeks ago, and they're still on board with trying to get those items completed. We just need a Commissioner to serve on the board, and authorize us to pay the fee to be a member of the transit district.

Mayor Hechler: Sounds good. I would like to ask that Mr. Hoepfner would consent to serving on the board, because of his interests for transit in this community, and being the impetus initially for us to even ask the questions and get this done.

Commissioner Forrister: I second that.

Mayor Hechler: I'd like to see your participation on the board if possible.

Commissioner Hoepfner: Yes, that sounds good.

Mayor Hechler: With that, we'd need to also have an alternate, do we have a volunteer for the alternate?

Commissioner Glines: I can do it.

Mayor Hechler: Okay thank you.

Mayor Hechler made a motion to approve the FY 2026-2027 Membership Fee of \$3,752.24 and appoint Commissioner Hoepfner to serve as the (SCRTD) Board member, and Commissioner Glines serving as the alternate. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion Action: Presentation of the Water and Wastewater Rate Study and Approval of FY 2026-2027 Water and Wastewater Rates Under Current Rate Policy.

City Manager Whitehead: As you know, a little more than a year ago, we commissioned for a rate study, to look at our water and wastewater rates, in order to determine to what level we would need to increase those rates to keep up with our current operations and our current debt load, and you had that presentation about 7 months ago. What I've taken the time to do is look across the board, the first item you see within your packet, I went back all the way to 2017, with help from the Utility Department, I put together a

presentation showing you every rate increase that's happened across every one of the utility structures that we have, all the enterprise funds. You can see electric, water, sewer, and sanitation. At one of the meetings, it was brought to our attention that we'd been using CPI as our factor for raising rates, so there were a couple years in there where the rates went up significantly, 9% one year because the CPI rate was at 9%. That document is really just for your information so that you can see how low the rates were, and how they have increased. The second document in your packet will be relevant to today's discussion, we are at a point where we either need to determine that we want to do an additional rate increase, or continue on with the current rate structure. It is my recommendation that we stay with the current rate structure, and allow the rates to increase – they should have increased in July, I've held them up, so this action would allow those rates to move up starting in August, and we would go with the current CPI rate. When I put the proposal together, the CPI rate for the month of April was 4.2%, it's always a month behind, so that's why you see the factor of 4.2 on my proposal. The current CPI has dropped to 3.6%. The action I would ask you take today is to just authorize us to go ahead and increase the rates according to the current rate structure at the CPI value of 3.6%. The rest of the information I put together for you in the packet – what I did is I took the current budget, the expenses that we've had actual, and I've built 2 models: one at .5% increase in expenses, so effectively I'm saying, "Hold expenses flat." Or, the other that would allow expenses to grow at a rate of 3%. I've given you 4 models of which you could consider a rate increase. If you take a look at page 8 (page 213 in [the packet](#)) under scenario A, if we stay at the rates we are at, and we will continue to raise rates on an annual basis at the CPI rate, I averaged that to be 3.6% across a 5-year period of time. You can see that by doing so, using the 0.5% rate increase on expenses. At the end of 5 years, we would be \$2.2 million in the hole of our cash. We don't have enough cash to stay at CPI and moving forward, it's just the facts, not enough money. Our debt load, starting next year, will go from 4540,000 to \$750,000, just pure debt within water. We also have another program on our agenda today, the USDA, so the city had a requirement that when you take a USDA loan, you have to set aside funds for debt retirement, and you have to set aside funds for what they call short-lived assets. We've done none of those, so currently today, we should have about \$170,000 in the debt reserve account, and we should have somewhere around \$400,000 in our short-lived asset account. The nice part about short-lived assets is that we can use those funds on a yearly basis, they're not telling us to book a reserve and never use it, so it can be an expense within the department, but they definitely need to see line items in our budget that cover those two expenses. Technically, we're out of compliance with our USDA loan regulation, and have been for a minute, so I've got a proposal on how we'll fix that. But adding all those in, you can see that if we stay at CPI, we won't have enough money. If you skip now to scenario C, you can see the rate increase I've plugged in based on the consultant's recommendation. Their recommendation was that we go to a 6% rate across the board for the residents, and we raise the commercial side at 8%. As you can see, if we run that model and we hold expenses flat, we would end up breaking even over 5 years, we would dip into our cash about \$120,000. Again, we feel like that model holds true in this presentation just like it did in the consultant's. The other 2 scenarios I gave you were to look and say, "Let's just go with a flat 5% rate increase across the board for both residents and commercial and

do that for both water and wastewater, lock it down where every July it goes up, we're not tied to CPI so there wouldn't be an opportunity for rates to increase at an unacceptable level in any one year." That kind of works, we'd end up about \$700,000 in the hole. The final scenario would be to go across the board 6%, same for residents and commercial, and we would end up at about \$379,000. The other recommendations in this is that we phase out, over 2 years, the free water. Again, we give every resident 2,000 gallons of free water, so we would phase that out over 2 years, and then we would also phase in charging customers based on their meter size. Again, a 3/4-inch meter would be the base rates that you're seeing, but then if you had a 4-inch meter, you're going to pay 25 times, really, the size of what a 3/4-inch meter pays. This would be because we'd be delivering 25 times the volume of water to you, if you have a 4-inch meter. So I incorporated components from the rate study in all the presentations. What I would ask of the rate study is that from this day forward, we take a look at them, you begin to study them, that we hold another public hearing potentially in September or October, and then ultimately we decide what level of rate structure we want to go up. Then these rates would become active July 1st, 2027, and it would be for a 5-year period and give us the opportunity to then set, we would know where we're going, we'd have enough cash to pay our USDA obligation, we'd have enough cash to pay for our debts, and we'd have enough cash to technically operate the system. With that, I would stand for any questions.

Commissioner Forrister: What does the staff recommend?

City Manager Whitehead: I wasn't prepared for that. I really had hoped the 5% window would come in being the right structure and feel good, we've been doing 5% at wastewater, Williamsburg uses 5% as a model, that was my hope, but if I have to be honest, my recommendation would probably be the 6% flat across the board, treat everybody the same, we're all in the same boat. We looked at potentially having to raise wastewater 25% if we needed to raise \$5 million to fix the plant, we were able to get that through some grants, so I think if we could set that up for 5 years, lock it in at 6%, everybody knows what we're going to do, I think that would probably be my recommendation.

Commissioner Forrister: And then we would only fall short in water, but we would surplus in wastewater?

City Manager Whitehead: That's correct. And I'm glad that you caught that, again, we have the ability in water and wastewater to share those funds and use them across, we don't have to keep them. DFA and the USDA make sure that we break – they didn't want everything to be a joint utility, not everything needs to be in one, so they made us break it out – so for them we need to be separate. But for sure, if we had extra cash and we needed cash to cover short-lived assets, or we needed to fix a pump in water using water and wastewater, we would have enough cash still.

Mayor Hechler: Even though we're going to be facing some shortfalls, is that although we were very successful in receiving monies to fix our waterlines, each tranche of

money we received has a match or a loan component with it, which puts us into debt. And there's no adage, there's no free money, well there isn't any free money. We were very successful in getting money to fix our community, but we have to pay some of that back, and this is how we're going to have to do it. So I certainly understand why we have to do what we have to do. I have a couple of questions. As we repair our water lines, we fix our leaks, and we install the new smart meters we're going to get – I know they're a year out because we can't produce them – is that going to make any difference at all in how much we're going to go into debt, it's not going to help this equation, or is it just negligible?

City Manager Whitehead: I think the vision would be that if the smart meters work as well as the electric meters are working, where the data is clear, so we're not – a lot of times I think we misread or we don't go read or you can't get into the meter – so if we're getting good data, if we're billing the customer for exactly what they use and the charges are good, potentially it could raise some more money, we could be not collecting every dollar that is ours. So there is the hope that it's a cleaner record, it does generate revenue, but I'm not looking at it as a significant amount.

Mayor Hechler: Are we making a decision today?

City Manager Whitehead: No, the action on the item would be to approve and authorize us to use the CPI, the current model for rate increases, keep it static, so that's the action. Part 2 would be, here's the presentation, begin to study it, and we would like action sometime between now and the end of the year to accept some structure, and get this onto the next level so we can move on. And again, I do want to point out that our revenue, even going up CPI this year, is going to be \$1.8 million. If \$750,000 of that has to go to debt retirement, it's just a math question. There's \$1.1 million left to run the system, and it's not enough. If you go look at how we broke out the budget, I'm programming \$100,000 a year to fix water lines after we pay the staff, PERA, all the stuff that we have to pay. So we're not raising a lot of money and it's going to be tight.

Mayor Hechler: My concern is that we're just postponing the inevitable. The more we give up today, the more we're going to have to makeup later.

City Manager Whitehead: That's correct.

Mayor Hechler: So even the CPI at 3.6%, I appreciate it, but perhaps we should go back to last month and go to 4.2% just to minimize the damage that's going to happen later on, and kind of incrementally work into it.

City Manager Whitehead: I would almost say you could do it, except that the current structure says that you have to take the last reading of CPI before the rate increase takes effect, so it's going to be 3.6%, sorry.

Commissioner Forrister made a motion to approve the FY 2026-2027 Water and Wastewater Rates Under Current Rate Policy, and to study and revisit it before the end of the year. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler: Real numbers, Manager Whitehead, 3.6%, if you have an average bill of \$50 a month, it's not that much.

City Manager Whitehead: It's \$1.50.

Mayor Hechler: So although the numbers sometimes look high elsewhere –

City Manager Whitehead: If you take the time, within the model, you'll see that I broke it down for every rate increase. You can see what the consumer will pay, on an average, 6,000 gallons per month of water consumption. When it goes up, it would end up going up from this year I think about \$30, to in 5 years from now, they would pay about \$49. So it's going to be about a \$20 per month increase over the next 5 years, to the end user.

Mayor Hechler: I think that's an important note.

Commissioner Forrister: And it does say CPI adjustment is at 4.2% for water, is that not correct?

City Manager Whitehead: When I ran the model, I put this program together last month, so I went and pulled the current CPI so I could be accurate, and when we just pulled it yesterday, it reports on the 20th.

11. Discussion/Action: Approval of RFP# 2026-03-005 Agreement with J. Carrizal General Construction, Inc. for PNC Bank/PD Remodel.

City Manager Whitehead: Ms. Holguin was not feeling well this afternoon, so myself, Carlos, and Chief Tavizon will partner up on this one. In front of you today, we have a contract that's ready to ask for your acceptance and approval. As you know, we put out for request for proposals under a design build concept to remodel the PNC building into a new Police Department. We were fortunate to have 4 bidders provide us with bids. Under the design build, you don't necessarily evaluate the bid based on the lowest bid, because we don't exactly know what we were going to have designed, we had an architect give us the schematics. The 4 bidders were then evaluated based on their ability to deliver the product. At the end of the day, we had 2 of the 4 bidders that we wanted to interview, and we brought both of them in to see; they were doing similarly sized buildings, similarly sized projects, similar scope, both in the area. The committee then evaluated those based on price. It just so happened to work out that J. Carrizal was the successful bidder in qualifications, as well as the low bid. Before you today, the recommendation would be to approve the contract with J. Carrizal, the amount of the bid is for \$504,666. We have gross receipts tax and one add alternative, and with that, I will stand for questions.

City Attorney Rubin: And just for clarification, the packet actually has a couple contracts in there, we're talking about the AIA document, correct?

City Manager Whitehead: That's correct, yes. Please allow me to go back over the numbers again, the base bid is \$504,666.02 and we have an add alternate to replace the carpet in the building for \$2,110.72, funds are available to accomplish both, and the motion today would be to approve the purchase order, the requisition, pending the notice of obligation. So we will be using the state grant, we received \$375,000 for this, so we will use those funds first, so we do have to get a notice of obligation before we can enter into the final contract. As the attorney did point out, the contract is a standard AIA contract, which spells out all the terms and obligations. Within the packet, you can see the breakdown, their cost, the items which we will be building, and the way they'll break those costs out.

Mayor Hechler: So what does the time frame look like?

City Manager Whitehead: In our discussions, the contractor feels very confident that they can get this done in about 5 months. However, Jocelyn felt good about the standard contract, giving them 280 days, less than a year, but we will give them the full 280 days in case we have any inclement weather or problems getting anything shipped in. There's a standard liquidated damages clause. I would also point out again, the project budget. We did receive \$375,000 from the state legislative grant. We programmed \$200,000 from the general fund, we're carrying a balance of \$175,000, and then through the Police Department gross receipts tax, we also have an additional \$200,000. So we have just under \$750,000 for the overall project. This will be the building portion, we still need to take care of the parking lot, and then the chief will be working through a CES contract with finance to do the security and technology inside the building.

Commissioner Forrister made a motion to approve the RFP# 2026-03-005 Agreement with J. Carrizal General Construction, Inc. for the PNC Bank/PD Remodel, and authorize the Mayor & City Manager to execute all applicable documents. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Approval of Purchase Requisitions of \$60,000 and over.

a. Tyler Financial Services

This item was removed from the agenda.

b. Cooperative Educational Services

Carlos Miyagishima, CPO: This is for \$70,505.17 for the north fire station roof coating. It is just to maintain the roof, they're going to put elastomeric coating on it. They will be using CES contract 2026-03-G1175-78 and it will be performed by Advanced Building Solutions. Again, on the north fire station building. The Fire Chief is also here if you need more specific information.

Fire Chief Tooley: We've been working on this for a couple years, we've got plenty of money that's in our state fire fund, so we've already allotted for the amount. That building is now over 25 years old already, so we're having some leaks, it was a metal building to put up, so we just want to get it more secure, and of course we're going to do some fixes on our south station down in Williamsburg as well later this year. So we just want to make sure we can get this up so we can get the contractor moving on and get this thing coated for us.

City Manager Whitehead: Just to explain what will happen here, this is one of the first CES contracts that we've formally done in construction, we use them for purchasing vehicles, which is straightforward. What you see in your packet is a requirement by the contractor, they have to work with Gordian to put together their bid, it has to come through this process, so Gordian helps the contractor make sure the bid meets specs we need for the project. Once you approve it and it gets turned into a purchase order, the next step is to go to CES for their review and make sure it's compliant with the terms of the contract for the contractor. The contract is with CES, so we're not only using CES, they are kind of our partner to oversee that the project goes along and we pay it according to those terms. The staff recommends full approval of the project.

Commissioner Forrister made a motion to approve the Purchase Requisition for Cooperative Educational Services. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

c. SCRDA

Carlos Miyagishima, CPO: This is for the Sierra County Regional Dispatch Authority. This is in the amount of \$281,587 for all of the 911 dispatch services for this new fiscal year. It will come out of the general fund, specifically the police other contractual services line. The chief is here if you have any further questions, he can answer specifics.

Mayor Hechler: Is this a flat rate every quarter or is it brought down?

Chief Tavizon: This should be a flat rate for the year that is based off calls for service, the only change or savings we might get at the end of the year is contingent upon our GRT's. We get certain GRT's, it goes towards a DFA loan through SCRDA, so if those are high, then at the end of the year, we may get some kind of savings. But this is based off projected calls for service.

Mayor Hechler: Okay, so if we get less calls than projected –

Chief Tavizon: It would be less, yes sir.

Commissioner Glines made a motion to approve the Purchase Requisition for SCRDA in the amount of \$281,587. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

d. Lonestar Freightliner Group LLC

Carlos Miyagishima, CPO: This item was pushed to this week's meeting. The Solid Waste Department already gave a presentation. This is for a 2027 freightliner refuse truck. They're using a statewide price agreement, we checked it out and everything looks good. I will defer to City Manager Whitehead for further questions.

City Manager Whitehead: At the last meeting, I asked to table this item. The truck comes in two pieces, so you buy the truck from freightliner and then it needs to go to an upfitter to put the trash receptacle unit on it. At the last meeting, I did not see the CES number for the upfitter, so we went back and looked. Freightliner, the actual vendor, is the contractor with the upfitter. So the two contracts are together, the purchase is in order. The second challenge we ran into when looking at the budget, I do have to inform you, we'll be running a negative budget this year to order this truck. The truck will take 1 year to come in from the time that we order it, so what staff is recommending today is that you approve the requisition and allow us to place the purchase order. We would like to order the truck in September or October. We also have our new truck coming, the truck we ordered last year is coming in August, so we need to pay for that. By moving the order down to October, it would give the truck a year, and it would give us a chance to replenish some of the cash that we're going to be using. We're carrying a balance of about \$1.2 million in reserve in the solid waste fund. I've looked at the numbers, we do not need to be carrying that much, so we will be dipping into that cash about \$400,000 to really pay for this truck into our savings account, which will deplete cash down to about \$700,000 in the solid waste fund in a year. Just wanted to make sure you were aware of that, it's a big number, but we have no obligation, there's no DFA requirement to carry that much cash, I'm comfortable that there's not any real requirement to carry that much cash. We did pay off the building last year, so all of our debts for the solid waste fund are in order, we don't have any debts, and I think by the presentation, you can see that the truck is definitely needed.

Commissioner Forrister made a motion to approve the Purchase Requisition for Lonestar Freightliner Group LLC in the amount of \$390,000. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

e. J. Carrizal General Construction Inc.

Mayor Hechler: We already approve the contract for this one.

City Manager Whitehead: You approved the contract, this will be approving the requisition and then the purchase order. Please make sure the motion includes not to be approved until we have the notice of obligation.

Commissioner Forrister made a motion to approve the Purchase Requisition for J. Carrizal General Construction Inc. in the amount of \$549,219.29, upon receipt of the notice of obligation. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Request for USDA proposal requirements amending Section 14-35 Rules, and Regulations of City Manager.

City Manager Whitehead: This will be another opportunity for education. What we're asking for today, I'm really just going to visit with you about my proposal here on solving the USDA obligation. If you're so inclined to accept the proposal the action would be to then authorize us to go out for publication, because it will require a change in our ordinance. The current ordinance, under Section 14-35 requires that the city manager, on an annual basis, set aside four tranches of money. The general language of those items talk about joint utility. These obligations to the city manager have been around for quite some time. The first one is Code 14-35-B which requires that we set aside 2 ¼% of the revenue generated from all the utility departments into a utility joint capital improvement project fund. We're using that fund to pay our current obligations under the grants so that we have enough cash to pay the grants and get our reimbursements for our water projects. It has about \$1.5 million that the fund has raised. The new ordinance would require that we only add 2% to that, so I'm going to roll ¼ of the percent out of this obligation. The second code is an interesting one, 14-35-C requires that we put a total of \$12,500 a year into each of the accounts, which is \$3,500 from each of the funds, and we have to keep doing that until we raise \$1 million. The chance of us getting to \$1 million putting \$12,000 a year away is a long ways out. The good part about it, we've been doing it a long time, and there is approximately \$140,000 in that particular fund. So that particular ordinance, I'm proposing, goes away, we would eliminate that requirement and it would become part of the new USDA program. The third code, 14-25-D, requires that we do a similar set-aside of 1 ¾% directly for the wastewater treatment plant only. That fund also has about \$150,000 as well. Item 14-35 has us setting aside \$10,000 per year from the revenues generated, and this is particularly just for the electrical division, same concept, it has to continue to grow until it has achieves \$1 million. I apologize, I don't have what the balance is in that fund off the top of my head, I'm not recommending a change in that particular fund. As I pointed out to you, under the current obligation with USDA Department of Agriculture, they are a bank, and effectively they have said to the city, "Every year, you have to set aside 1/10 of your debt payment in a reserve s that after 10 years you have enough money in a

bank reserve to pay the final payment due in 40 years.” That’s effectively what that says. Right now, the wastewater treatment plant needs about \$69,000 to cover that expense, we have enough cash to do that. Likewise, in the Water Department, we have the same exact obligation. It also requires that we set aside funds to cover what they call short-lived assets, those are items that have the ability to break within a period of 15 years or less, and they break them down into groups of 1-5 years, 5-10 years, and 10-15 years. I looked at the short-lived asset list that the USDA has put together, and remember they’re just looking at engineering reports to put them together. Well they had several times where they had the same short-lived asset in there three times, so I was able to break those down, come up with the exact numbers, and I would like to present to the USDA that our short-lived assets be at a value of \$1.2 million for the Wastewater Department, and \$1,059,000 for the Water Department. If they accept that, that would be the targeted goal that, over a period of time, we’re carrying that much of a balance in our fund. What the USDA has accepted is that there’s no way we could fund that completely right now, they just want to know that we acknowledge that we should be doing it, and that we put some funding in it. The proposal that we have today would be that we amend the ordinance 14-35, we reduce the requirement from 2 ¼% to 2%, we eliminate the requirement to put the \$12,000 aside, we change item 14-35-C to be the requirement for the USDA – it says that if the city takes out a USDA loan, we are required to set aside those funds for the loan, and that we’re required to set aside funds for the short-lived assets – I believe by taking that action, it would show our seriousness to the USDA and even though we’re not going to be able to fund them at the \$1 million level, the USDA would be able to see that it is part of our ordinance, and as the City Manager, I’m required to fund those at a level that I can get to. The second action I would be asking in the ordinance is that we change the title of the two funds that are already currently active – line item 316910310317, which is the emergency reserve carrying a balance of \$149,264 – we would retitle that and call it our “Emergency Repairs for the Water Department” so that fund in that amount of money would become our new short-lived asset account for the Water Department. As I pointed out to you, city code 14-35-D has already been setting aside money for the wastewater plant, I would simply ask that we retitle that account and it would become the short-lived asset account for the wastewater plant, and it would have \$150,000 cash in it, the current balance. Effectively, we’re changing the ordinance from what it used to be, we’re funding it for different purposes, and I’m utilizing the cash that’s in those accounts to attempt to have the USDA recognize that we’re trying to meet that obligation in short-lived assets by those two significant changes. The third change that I would propose, as it relates to the loan obligation, we would open a new account under USDA wastewater debt reserve, those loans have already been on the books for 10 years, so they should have been fully funded, and that amount is \$72,974, so our recommendation is that we open the account, we create them, and then I transfer cash from the cash account in the wastewater, to that account, so that we meet that obligation. So that’s another trigger to the USDA that we’re serious about our obligations. And we are fortunate because the water side hasn’t been that active, so we need to put \$65,961 in that account, and I think we can fund that 100% basically from cash. But moving forward every year, I now have to put the debt requirement into the budget, so I not only have to pay the debt, but

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I have to put that amount of debt – which will be about \$30,000 per year – we have to put into this fund, to meet that 10-year obligation.

Mayor Hchler: Who's going to remember all of this?

City Manager Whitehead: You are, Mayor. Well, we'll memorialize it in an ordinance, and we will set up a good policy that will help. It will be part of our process and procedures as we go forward.

Mayor Hechler: Okay.

City Manager Whitehead: The last item where I will ask for a change has nothing to do with water and wastewater, it has to do with the electrical plant, and our ability to use funds we have available to help us at this current time. Code 14-35-E requires, again, that we set aside \$10,000 a year into an electric fund for the benefit of the electric plant, and that those funds continue to accrue until they reach \$1 million. What I would propose today, and in the ordinance what I would be asking is that we change the \$10,000 contribution to \$50,000, we bring in enough revenue that we should be setting aside more than \$10,000 to solve our long-term issues, so we raise it to \$50,000, we're carrying a balance now of just under \$6 million in the utility fund, I will recommend that we pull and fund this account fully to the full \$1 million. So we would transfer from the Electric Department into the Electric Department savings account, the full \$1 million. The third piece of my recommendation would be that we allow and authorize, with permission from the Commission, that any of the enterprise funds could utilize that \$1 million as a reimbursable loan to pay for the grants that we have. So effectively, if I need to pay for a grant that's \$7 million and I need to draw money, we can borrow it from a utility, pay that, and when we get reimbursed, we pay the fund back. We could setup something to where each of those funds could pay some form of interest, but by doing so, this would now give me about \$2.5 million of cash available to us so that we can pay for our reimbursements, we're fixing to get out another \$25 million in projects, and it's getting tougher and tougher to keep up and get our bills paid, and to get our reimbursements in. That is my presentation, I know it's a little complicated, and I will stand for any questions you may have at this point.

Mayor Hechler: So essentially, we're going to act like our own bank?

City Manager Whitehead: We would be able to act as our own bank, the Electric Department would be able to be its own bank for the other enterprise funds. Clearly not for the general fund, it would have to be just for the enterprise funds, and there would have to be a grant in place so that you would be looking at reimbursement only, under this particular presentation.

City Attorney Rubin: So really today, you're not dealing with the ordinance itself yet. We're actually not even at that point, what you're authorizing is to prepare a document, and then it will be brought back to you for ordinance codification.

City Manager Whitehead: And the second part, by authorizing that, and I will send this proposal off to my representative at the USDA, present that to them, let them see the new short-lived asset recommendation, and then have them come back and concur with us to say, "If you did all these things, we would technically say you're compliant with your obligation under your loan agreement." That's what I'm hoping for. It's kind of a two-part process.

Commissioner Forrister made a motion to approve the request for USDA proposal requirements amending Section 14-35 Rules, and Regulations of City Manager, as well as the publication of the proposed ordinance amendments, as well as allow the City Manager to execute the proposed changes. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

E. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 05 26/27 FY 27 NMDOT LGRF Grant Agreement.

Assistant City Manager Alvarez: We finally received the grant agreement for the LGRF Co-Op. As part of the acceptance of the grant agreement, there's also a resolution included within there. This has already come to you for acceptance of the award, so now it's just the execution of the grant agreement, and showing that we have the availability for the cash match requirement. The scope of work is for various streets, Brenden did a great job listing the streets this one will cover in the agenda request form, it will be more for maintenance. The total is \$101,933 with a \$33,978 match for a total project amount of \$135,911. We are requesting Commission approval of the grant agreement and resolution. I will refer to City Manager Whitehead if he has anything to add.

City Manager Whitehead: I will just say that we are really excited about this particular Co-Op. We have 2 different projects in here, we're going to do some slurry seals on about 7 blocks on the Tingley side of town. We are also going to be putting a water line in under shovel-ready, we'll go into Jones Street, between the old PNC bank and NuWay Laundry. That's going to get a new water line in the project, and we have the funds in here to pave over that street and fix it. So we're excited, we're getting caught up, and this is exactly what we asked for, we didn't ask for \$280,000 and they gave us \$70,000. We put together a nice program, and we were funded 100% of what we asked for.

Mayor Hechler: For the record, the streets include: East 8th Ave, East 7th Ave, East 5th Ave, Kruger Street, and Jones Street.

City Manager Whitehead: Those are the streets, thank you.

City Attorney Rubin: So what you're doing is adopting a resolution and by doing that, the resolution itself adopts the agreement. I just wanted to make sure you had that clarification. So you don't need to take a separate action to approve the agreement, it's in the resolution, that's all I'm saying.

Commissioner Forrister made a motion to approve Resolution No. 05 26/27 FY 27 NMDOT LGRF Grant Agreement. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 06 26/27 FY 27 NMDOT Municipal Arterial Program Grant Agreement.

Assistant City Manager Alvarez: This is another portion of LGRF funding, this is for the MAP program. Our proposed scope is for Clancy and McAdoo Street reconstruction. The total project cost is \$248,259 with \$62,000 of that being match, and \$186,000 of it being grant. I am presenting for Brenden on his behalf, he worked closely with the City Manager Whitehead and did a great job this year really working hard on applying for this funding.

Mayor Hechler: Great timing, I just received a couple of complaints on Clancy Street. So it's nice we're doing something about it.

City Manager Whitehead: So this is the same thing as shovel-ready, they will get a new water line both on McAdoo and Clancy, so it's part of it, and then we'll be able to come back over the top and pave this road as well. And I do need to get the staff there to patch those potholes, understood. Brenden and the team are doing a great job.

Mayor Hechler: They're staying busy, I see them around town, that's good.

Commissioner Forrister made a motion to approve Resolution No. 06 26/27 FY 27 NMDOT Municipal Arterial Program Grant Agreement. Commissioner Hoepfner and Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 07 26/27 Authorizing Acceptance of Colonias Infrastructure Fund Project No. CIF-7113; Roads/Drainage Infrastructure and Marie Street Improvements.

Assistant City Manager Alvarez: We received our award for the Marie Street improvements Colonias application we submitted. The total amount awarded is \$1,363,637. Within that award letter there are requirements; what we call readiness-to-proceed items. Adopting this resolution identifies that the city is willing to put up the cash match amount of \$136,364. This item will come back to the Commission again

once we submit all of our readiness-to-proceed items, they will issue the loan and grant agreement. This is just one of the processes we have to go through to get to the loan grant agreement portion.

Commissioner Forrister made a motion to approve Resolution No. 07 26/27 Authorizing Acceptance of Colonias Infrastructure Fund Project No. CIF-7113; Roads/Drainage Infrastructure and Marie Street Improvements, as well as authorize the City Manager to execute and submit all the readiness-to-proceed items. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 08 26/27 Approving Participation in the South-Central Council of Governments (SCCOG) Program for FY 2026-2027.

City Manager Whitehead: In front of you is our annual membership with the South Central Council of Governments in the amount of \$2,187. The staff recommends full approval, as you know, we work diligently with the council, they are good partners, we have a staffer that helped us this year with our ICIP. Their current grant writer is helping Bo and the Electric Department finish the resiliency grant again for this year. Jay and the staff are managing a legislative grant we receive for OHV signage work. So again, we're very active with the Council of Governments, very thankful for them and we recommend approval.

Mayor Hechler: That's great, that wasn't always true. The last couple of years, though, we have been utilizing them fully and getting our questions answered. With that, I'll entertain a motion.

Commissioner Glines made a motion to approve Resolution No. 08 26/27 Approving Participation in the South-Central Council of Governments (SCCOG) Program for FY 2026-2027 and appoint Mayor Hechler as the member and Mayor Pro-Tem Mitchell as the alternate. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. EXECUTIVE SESSION:

- 1. Threatened & Pending Litigation (*Sean Barnes*) pursuant to 10-15-1(H.7).**

Mayor Hechler made a motion to go into executive session at 11:51 a.m. to discuss Threatened & Pending Litigation (*Sean Barnes vs. City of T or C*) pursuant to 10-15-1(H.7). Commissioner Forrister seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler recused himself from Threatened & Pending Litigation (Sean Barnes vs. City of T or C) pursuant to 10-15-1(H.7).

Commissioner Forrister reconvened the meeting in open session at **5:56 p.m.**

Commissioner Forrister certified that only matters pertaining to Threatened & Pending Litigation (Sean Barnes vs. City of T or C) pursuant to 10-15-1(H.7) were discussed in Executive Session and no action was taken in executive session.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 5:57 p.m.

Passed and Approved this 12th day of August, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: F.3

SUBJECT: City Commission Special Minutes, July 29, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 4, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-26

**SPECIAL CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JULY 29, 2026**

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 10:00 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. PLEDGE OF ALLEGIANCE:

Mayor Hechler led the Pledge of Allegiance.

3. APPROVAL OF AGENDA:

Mayor Pro-Tem Mitchell made a motion to approve the agenda as submitted. Mayor Hechler seconded the motion. Motion carried unanimously.

C. NEW BUSINESS:

1. Discussion/Action: Approval of Engagement Agreement for Municipal Advisory Services with Bosque Advisors, LLC.

City Manager Whitehead: We have a guest joining us through Teams.

Mark Valenzuela, Bosque Advisors LLC: Thank you for allowing me to participate virtually. What we do with our clients, as you know, is we kind of adhere to extend our contract for an additional year, and we do that just so you all get a chance to think about the services we provide you and let us know if we need to improve. We're happy to have that conversation, we're hopeful that we've done a good job for the city. I'll stop there, that's what's in front of you today, and I'm happy to answer any questions you might have.

City Manager Whitehead: I will point out two things: We will continue to use Bosque Advisors, we're currently in the process of finishing the final tranche of GO bonds, so that process has started. It needs to be completed this year by November, and then ~~potentially we'd like to go out at the municipal election next year and prepare a~~ continuation of the \$3 million levy. So again, Bosque Advisors will be available to help with our ability to understand the process and be able to present a clear and concise election agenda for the voters. The staff's recommendation is that we continue the relationship and approve the contract.

Mayor Hechler: Speaking for myself, Mark and company, thank you so much for being here almost every time that we wanted to talk to you, I appreciate you making the trip to see us and answer all of our questions. I think you've done a solid job for us, I have heard nothing negative in any regard, and I appreciate your services.

Mayor Pro-Tem Mitchell made a motion to approve the Engagement Agreement for Municipal Advisory Services with Bosque Advisors, LLC and authorize the City Manager to execute the agreement. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

D. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 09 26/27 Approval of 4th Quarter Budget Adjustments.

Jocelyn Holguin, Chief Financial Officer: This is the final BAR for the 4th quarter period. Did you want me to go over all of them? Or did you have any questions on any of the items listed?

Mayor Hechler: Ms. Holguin, would you just recap a few of these? Probably the most important ones, just so that we get some stuff on the record?

Jocelyn Holguin, Chief Financial Officer: Yeah, let me just go down the list really quickly:

- On the top line, it's for the increase of the space from the Streets Department, where we needed to offset some costs and their utilities for the end of fiscal year payments.
- Cannabis, we needed an increase for the fees because a little bit more came in than we expected, so that was based on that increase.

CITY COMMISSION JULY 29, 2026 SPECIAL MEETING MINUTES

- The Library had to be adjusted because it went slightly over, so we had to cover the budget shortfall, but there was enough money in that grant to do that, so it's an adjustment for the overage.
- Shop With a Cop, we're increasing as well because they received more donations, so that's from the donation line item.
- Impact fees, there was not enough initially budgeted to cover that offset, so we increased it for the final coverage of that item.
- The revenue and expense side of the GO bonds is what item #7 is, that is just the final numbers for the 4th quarter of the fiscal year.
- Number 8 is the interest that was received on the GO bonds for the final quarter.
- Jet fuel, there was not enough to finish the end of the year, so we needed to increase that for the airport.
- Number 10, to pay off the loan payment.
- Number 11, there was an error, so that was a correction.

Mayor Hechler: In regards to the jet fuel, when we order extra jet fuel, is that because we're busier out there than we had anticipated?

Jocelyn Holguin, Chief Financial Officer: I'll defer to Traci on that one.

Assistant City Manager Alvarez: Yeah, we've had a lot of traffic, a lot of military and business traffic out in that area.

Mayor Hechler: That money we get back when we sell it, right?

Assistant City Manager Alvarez: Correct. When we sell it, it goes into the world fuel account, so there's a fund at the world fuel account that offsets the sale and the receipt of it. So if at any point in time, we have a shortage, then we can get with city management and finance and take a look about what our big balance is at world fuel and bring it back into airport funds.

Mayor Pro-Tem Mitchell: I was reading the GF and I didn't know what it stood for, and I kept saying gluten free in my head, so it's general fund.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 09 26/27 Approval of 4th Quarter Budget Adjustments. Commissioner Hoeppepner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 10 26/27 Approval of 4th Quarter Report.

Jocelyn Holguin, Chief Financial Officer: These are the final numbers ending 4th quarter for the fiscal year. I will stand for any questions you may have or if there's anything you'd like me to clarify or review for you.

Mayor Hechler: I think just in general, discuss how we ended up with the budget. How did we fair; are we above? Are we below? Are we even? Just again for the record.

Jocelyn Holguin, Chief Financial Officer: Based on our trends, I think we are pretty consistent on our last year's budget. We didn't really have to do too many adjustments. Historically, where there were multiple BAR's to fix budgets, we didn't dip too far down, we didn't go into the red, we stayed in the black. For it to technically be a first-year budget, from my perspective, I was pretty happy with where our end result was. When you close your final quarter budgets, you just have to make sure that there are no negatives and all your lines are clean. As part of the process, you have to have a clean budget and you have to have no negatives, because DFA won't accept it. When we're looking at budgets and we're seeing where things need to be corrected, we have to do all that. You close in that aspect, and then you open the new fiscal year with that same concept. You close clean, and then you start clean, otherwise DFA will not accept it. So we send this fourth quarter budget closeout, and then the BAR's and everything goes to DFA, then they review and accept it. The next step is to go into the new budget, then they review it and accept it or send it back with questions or concerns. This year, they did a little bit differently, but that's in the next section, that's how the overall process goes.

Mayor Hechler: I'm familiar with the process, were there any surprises this year? Anything that was anomalous or changed, or that you were surprised seeing?

Jocelyn Holguin, Chief Financial Officer: Not from last fiscal year, no. I didn't see anything off the mark.

Mayor Hechler: How was GRT?

Jocelyn Holguin, Chief Financial Officer: The GRT was steady, but then it seemed like, getting closer to the end of fiscal year, with Love's being a new business and finances coming in on that aspect, they're climbing. That will become more apparent going into this new fiscal year.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 10 26/27 Approval of 4th Quarter Report. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 11 26/27 Approval of Final Budget.

Jocelyn Holguin, Chief Financial Officer: This is the final budget. We worked really hard on it because there are some changes. Normally, when the interim budget comes in, then the final budget comes in, we tend to do a BAR to increase the overages from prior fiscal year. I was trying to catch as many as I could to increase the lines from the open PO's that carried over. I might have missed a few, but I tried to get the significant ones like the streetsweeper and sanitation's freightliner, those bigger items, to include them in the final budget so I won't have to include them in a BAR later on. If you look at the cash report in your packet, these are our final numbers to move forward with our submittal to the state. There are some adjustments we had to make sure it'll be acceptable. Now that we have a steadier hold on the departments, the budgeting, and the GL numbers are next, and the projects are right there as well for getting them all up to par, our next section we will be tackling in the Finance Department is to make sure we review every single dollar, that's the goal to make sure that there is complete accuracy with every single dollar and every single budget, to make sure that there are no issues that may arise in the future. If you look at the final budget, there were a couple of changes that included adjustments in the Lodgers' Tax, and maybe another, but there were not many significant changes, there were just some corrections and increases. Gary can speak to that.

Mayor Hechler: I was kind of curious about employee services, PERA and deductions, things like that, do they go up substantially or how much do they go up?

Jocelyn Holguin, Chief Financial Officer: There was an increase, the state did an RFP for the medical and dental aspect of items, and we had a moment from January to June where we had some coverage based on what the state was asking, and then July 1st, they started with the increases. HR handled that section for the increases. If I were to give a percentage, 3% or 4% increase in cost.

Mayor Hechler: Manager Whitehead, do you have any further comments?

City Manager Whitehead: Thank you. The final budget does seem to be in order, we did see an increase. The number is between 5% and 10% on PERA contributions, and then health insurance went up. It went up both for the employee and the employer on both sides of the ledger as well. Also, remember we added dollars so that we could do the payroll study for our exempt employees, that was just under a 5% increase, it recognized about \$55,000 overall, so we have all the employees back on the payroll study, but those numbers were pretty solid within the interim budget. You're going to see some adjustments down in the next budgets for those line items now that we have our exact costs and those things. But we budgeted for the employee side of the house, I think pretty good in the interim budget. Overall, what we're looking to develop in the final budget is a look at ending cash. As you and I spoke about ending cash, if you'll look at the interim budget, we projected about \$1.8 million in cash, in the bank, in the general fund, we ended with about \$2.1 million, so we were able to go back and adjust some line items back up for some expenses we want to add back in, and take care of some

items. We have a fire marshal requirement to go through all of our buildings and update the safety protocols, we're under guidance for that, so we put in the money to be able to contract that out, and we were able to put that back in. Overall, I am supportive of Finance, the budget is in good order. We did find some line items that we had to make some adjustments; one of the challenges we've had this year, we're paying a lot of grants, so we have a lot of money going out, and it's coming back in in reimbursements. There is a moment in time where you can take a look at an account and it's going to end positive or negative, so some of those ended negative just on timing, where we're waiting for \$800,000 in a reimbursement to come back. So we have to go back and look and make sure that we have all the expenses coming out of the right project line items. But the general fund and business accounts, all of our enterprise funds, well done, solid, all have good ending cash, and we meet all the requirements and we for sure have the 1/12 requirement in the general fund.

Jocelyn Holguin, Chief Financial Officer: If you'll look at the budget provided, the yellow highlights are indicators of where the changes were made on the departments, that's what the yellow highlights reflect on this report. On the budget worksheets account summary. So really, there weren't that many significant changes, just the ones that needed to be addressed for the projects coming in.

Mayor Hechler: So it looks like everything worked. Every department is standing pretty well on its own.

City Manager Whitehead: Just to go back in time, if you go look at the fourth quarter closeout, if you take the time to go look at the end of each department, they all ended positive, you have to clean up the line items so there are no negatives, but if you go look, we definitely do not spend all the money we budgeted. I didn't run an independent report on them to see what the average is, but most of them have \$30,000 or \$40,000. We're not paying all the health insurance fees, if you have moments where you don't have all the employees, we don't have a full compliment of employees all taking all the benefits, and we budget for all of it just in case, so you have those. Again, the line items did end up being negative are going to be office supplies, computers, those items that are day-to-day and you really don't know what you're going to need to go through, but if you go look at that fourth quarter, you'll see that almost every department ended, definitely not spending all the budget. As we look at revenues going forward, when we projected, we used last year's GRT number, trended up a little bit, it is trending up, but the last reports we have really don't show the current construction projects and Love's. They report three months back, so when you get July's GRT, you're really picking up May's GRT. So you kind of have to trend forward. We anticipate that in December we should be seeing a more positive trend with GRT, but again, the budget is with a flat number based on last year. So we're not over-projecting our revenues on that particular side.

Jocelyn Holguin, Chief Financial Officer: Also, he mentioned that when they go negative in the budgets, they're internally cleaned up before we even get to where we would

need a BAR. If it's a larger number, that's when we request a bar, but internally, we clean all that up throughout the process of the fiscal year.

Mayor Hechler: Refresh my memory, are we meeting our debt service this year for our water?

City Manager Whitehead: Yes. At the last meeting, I asked you to authorize the process to continue at the current structure, which will end up being a 3.6, but we put all the debt, so we will meet our water and wastewater debt obligation this year within the current structure. It's just under \$500,000 this year. Next year's budget will start trending towards that \$750,000 in debt service from the water side.

Mayor Hechler: So we'll have to make some adjustments here before too long.

City Manager Whitehead: The projections I gave you were to then take those into account in how to build a budget. Whatever the increase needs to be, it would be really built on covering debt service, so we have that to look at for next year.

Mayor Hechler: Is there any way that if we do have a really great year in GRT, and we have extra money coming in, we could divert some of that money for some of that debt service, or do we have to rely on our taxpayers to do it?

City Manager Whitehead: The general fund uses the GRT, that's our general revenue. It's certainly the Commission's purview to decide whether they want to take some of that and cover debt for sure, absolutely. We have an increment of GRT that's not active, you could look at doing that. There are a lot of ways you could look at generating new revenues to cover the debt service.

Mayor Hechler: I think we need to get creative down the road and try not to put it on the backs of all our citizens, I know it's tough. The rate increases we're anticipating are pretty significant, percentage-wise. It may not be so much, dollar-wise, but it seems like a lot of times, the poorest of our poor are the ones that get hit. For instance, if we do away with the 2,000 gallons per month of free water, that hits a portion of our population that we may not want to hit right now. We'll have to look at some of those things.

City Manager Whitehead: Sure.

Jocelyn Holguin, Chief Financial Officer: I'd also like the record to reflect that for the first quarter BAR, we're going to be adding another budget based on the structural change that Mr. Whitehead put together, we just didn't have the time to do that for this final budget, but I would like to note that it's coming down the pipe.

Commissioner Glines: I guess to clarify on the fiscal impact we have on the actual agenda request form, Manager Whitehead, would you go back over the general ledger budget, Electric Department, could you go back over that for us?

City Manager Whitehead: Could you please repeat the question?

Commissioner Glines: On the actual agenda request form itself here, we have, "Manager Whitehead requested General Ledger budget under the Electric department to develop a new budget for the new Public Works Department".

City Manager Whitehead: Oh, sure. Now we have a Public Works Department, so I don't have a budget for that. So right now, what we're going to do is pay Bo, his assistant, and any of the office supplies, out of the Electric Department's budget. So we need to go and recreate so that Public Works has its own line items and its own budget. So we will need to get that created.

Commissioner Glines: Thank you.

City Manager Whitehead: It's just adding a department to our current budget. And it won't be under the general fund, it will come under the enterprise fund, it will be in that area, so we'll have to go through and create that. If you look at your 200 account numbers, where you have Lodgers' Tax separate, or you have the Fire Department, or the Police Department GRT, it might fall into that category where we have a 200 line item. I would expect it to be a 500 line item, which are the enterprise GL, so it should fall under that, but we have to go and get the numbers from DFA in their system, to match up with their system. I hope that answered the question.

Commissioner Glines: Yes, thank you.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 11 26/27 Approval of Final Budget. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 12 26/27 Approval of City Inventory Policy.

Jocelyn Holguin, Chief Financial Officer: Initially, we were going to just put the inventory policy, but City Manager Whitehead and I worked together in combining the final document that reflects the capital, as well as the inventory. This is one of the items we put in place to help with the finding we initially had. Based on what we pulled together, we feel this document would help the staff have a better understanding of the process of what needs to go in for capital, and what needs to go in for just general inventory. The top two sections reflect capital items that are \$5,000 and up, and the third section reflects the inventory process for items \$5,000 and under, which they term as "walkaway" items, and you keep track of them so that you know what you have in-stock. It's basically a fundamental aspect of keeping track of what every department has in their possessions. I'll defer to Manager Whitehead if he'd like to add anything.

City Manager Whitehead: In front of you, you have a document that comprises three different aspects of us managing our assets. The number one structure is that we must maintain and take care of all the assets that are \$5,000 and above. We do have a finance policy, but this process goes a little further to clean that up. Also, it accommodates our requirement for the depreciation schedule. If you remember the audit from this year, one of the audit findings was that we did not produce a qualified asset depreciation schedule. That process came from the previous auditor, they had done the work, we got it kind of late, and the numbers that we submitted, JAG did not feel were sufficient to the process. So, this kind of lays that out, this gives the structure for Finance to understand how to build, and when they need to build and prepare that asset, and what items need to go on that schedule, and how you depreciate them. Remember, the city works on a straight-line depreciation, there's a structure for what the useful life is for a product is, it's not set in stone, the manager or finance director would then determine that, and then once those items go on, you have to build out that depreciation schedule. The second part of the policy is to recognize that not only do we need to add them on a budget for our finance and our audit purposes, but we also need to make sure all the items are insured. This year, we requested that every department do through their assets, they provided us an updated list, we worked with the New Mexico Municipal League, our insurance company, and now we have all the assets listed in the insurance pool, so you've got to make sure you're covering both sides. The second part of it is really helping Finance and the staff to understand the value of making sure that every asset we have is insured. That's part two, and then part three is the policy that Jocelyn spoke of, which is the smaller items, anything under \$5,000, that's the threshold. It identifies the items that Finance needs to have tracked. I use the reams of paper as an example, if you have stacks of reams of paper, Finance needs to know at the end so that we make sure we're accounting for it, because as Ms. Holguin described, it's those items that can walk away. So what you have here is effectively an asset management policy, which accommodates three different values of assets and requirements. I think we have it all in order here, Ms. Holguin and I did work on this together, and this A) accommodates what we need for our auditor, the next step is the next part of that, and then B) This was a request from DFA, so when DFA looked at our audit, they gave us a set of criteria they wanted us to facilitate. We did those, we answered to them, we are no longer under DFA's restricted review, so they've lifted that from us, we did respond, Ms. Holguin got that response in quickly, so we no longer have a condition with DFA at this point. We recommend approval of the policy, and I'll stand for any additional questions.

Mayor Hechler: In regards to the policy, who is actually responsible for the asset inventory?

City Manager Whitehead: All the asset inventory management is part of the finance officer's duties.

Mayor Hechler: How do you accomplish that?

CITY COMMISSION JULY 29, 2026 SPECIAL MEETING MINUTES

Jocelyn Holguin, Chief Financial Officer: I have to say, Silke's done a really great job of keeping all that in line. We've streamlined the process, but as the capital item purchase orders come in, we're now having Carlos, our CPO, add the document for capital items, and then it has to be approved. When we get the final payment out for the item, Silke is really good about putting all those in her spreadsheet, and then she gets the insurance for the items that we need. Then, we basically send out a document to have the departments update it. If there are any removals that went to auction or were in an accident or whatever the case may be, we will remove them from the insurance as well, because we don't want to be covering items that don't pertain to the need for coverage. The same will go for the inventory, I created a document form to track the PO's, the dates, and how many items. Moving forward, it is a living document and it can be updated quarterly. So that's the process moving forward, it's the city as a whole, the departments, we're all responsible.

Mayor Hechler: The department heads, do they do their own inventories?

Jocelyn Holguin, Chief Financial Officer: Yes.

Mayor Hechler: And then they report to you?

Jocelyn Holguin, Chief Financial Officer: Yes, they send the form back in.

Mayor Hechler: Okay, so for instance if we get a new garbage truck.

Jocelyn Holguin, Chief Financial Officer: It will go on there.

City Clerk Torres: Everytime a department purchases equipment or a vehicle, they are required to submit an asset inventory form with the documents required to file for the title and registration. Silke and I have been working really well with each other to make sure we have the documents, so any time we get a new vehicle, then we will add it to that list.

Mayor Hechler: And then, does it work the other way around too, when we put items up for auction, for instance? How are they taken off?

City Clerk Torres: The same way, Silke will get a sheet.

Mayor Hechler: I know one of the problems in we ran into when I used to work in the past was keeping up with the day-to-day inventory, because throughout the year, sometimes people forget to say things, report things, or do things, and then by the end of the year, you're way behind and you have to do a whole new inventory. Is this going to just keep running accurately, or is it going to be one of these things that you catch up every year at the end of the year?

Jocelyn Holguin, Chief Financial Officer: The process we're implementing is quarterly, and then the final will be the update. It's going to pretty much be like how we do the

CITY COMMISSION JULY 29, 2026 SPECIAL MEETING MINUTES

quarters, it will coincide. Basically, I would just need people to keep that spreadsheet going, and then submit it every quarter. And I will remind them and send it out, that will be the process so that it doesn't lapse again.

Mayor Hechler: Okay thank you.

Commissioner Glines: Does this policy close audit findings or assist with closure of audit findings?

City Manager Whitehead: This is potentially to assist in closing a potential audit finding. To DFA, once they've reviewed our audit, they said, "Hey we need you to do some of these things." So this will actually support what DFA requested of us to do, to make sure we have a policy in place.

Jocelyn Holguin, Chief Financial Officer: This is an extra step, because we already cleared it, as stated by Mr. Whitehead, but we're going a step further so we don't revert back into getting caught in something we don't want to.

Commissioner Hoepfner: I have a question on the insurance, when we insure our vehicles and equipment, is the replacement insured or is it by depreciation, like a garbage truck depreciates in worth, theoretically, \$50,000 because of age and everything, but you can't *replace* it for that cost.

Jocelyn Holguin, Chief Financial Officer: So the only way it would be replaced is if it was involved in an accident or something, and it has that kind of coverage. But the depreciation just basically fades out.

City Manager Whitehead: Our insurance policy only pays us actual cash value of the product that we have, just like any insurance would. If we had a 10-year-old firetruck, or a 10-year-old trash truck that was involved in an accident, and it was only worth \$100 even though we paid \$400, we're only going to get actual cash value, so we are self-insured, but they operate just as a traditional insurance company. But if the asset wasn't on the insurance list, we're going to get \$0. That's the most important part, so as we go through this process and get a little tighter with it, in the policy, you'll see there are some drop-dead dates that the staff has to make sure they're reporting to Finance to double check and make sure we can go online and see that any asset they bought in the calendar year is for sure on the inventory asset list. And that absolutely can be done one time a year, so it would have dual checks, where once it's bought and the PO's in, we have developed a form that goes in so that the department head would say, "I want to buy this truck, it's more than \$5,000" and get all the information. Once the title's in, it could all go on, but then there'll be a check at the end of the year for the Finance Director to sit, go through the portal, and double check off a list that our Tyler system would print to make sure everything was added correctly. The policy kind of gives us some checks and balances where the departments have to be driving the process, but certainly Finance could easily go in at the end of the year to make sure. But we are only

going to get actual cash value, just as any insurance would pay. Plus or minus negotiations.

Mayor Hechler: We can't pay an extra premium and get a year newer?

Jocelyn Holguin, Chief Financial Officer: They don't offer the gap.

City Manager Whitehead: That's the right answer.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 12 26/27 Approval of City Inventory Policy. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution No. 13 26/27 Approval of Capital Depreciation Schedule.

Jocelyn Holguin, Chief Financial Officer: This one I can't own, I have to give it to the City Manager, he's the one that did the backbone of the work for this process. He got all the information and compiled a schedule. What you see is actually Gary's work so I will defer to him because he handled it for us and I'm very appreciative of it.

City Manager Whitehead: What you see in front of you; one of the requirements of the audit findings is that we did not certify our depreciation schedule, so what you're doing here today is certifying that these are what we believe the values are of everything on the depreciation schedule. Last year, our auditor was an organization called JAG, Jaramillo Accounting Group LLC, and we were not ready to prepare and present them the form in this capacity. So what I had to do, the previous auditor had developed a depreciation schedule that they built out themselves in support of the city, they had all the assets in there, so they certified that date as of June 30th, 2024, as the certified number. So what I had to do here was go all the way back to that date, take all the assets, rebuild the schedule, match it up so that we can get them all into the right funds, and get them into the right categories. So if you look into our audit, these are the ways they want to categorize the different findings. One of the challenges we will have this year, even though we're going to certify, is that the JAG audit missed the airport depreciation last year, so it didn't have that in the enterprise funds, so our depreciation schedule was a little higher than what we reported last year. Our new auditor will have to tell me how to adjust that, but moving forward, the numbers you see in front of you represent the numbers of the assets we have. The assets are presented in two different categories, our general governmental activities, and then our business activities. Business activities are the joint utility electric fund; water, wastewater, solid waste, golf course, airport, and cemetery fund. And then our general governmental activities would be all the other items that we have, you can see that on the third screen that you see there. Once you have those categories, you need to break them down by if the asset was for general purposes, public safety, public works, public health, or cultural and recreation. That's the piece we missed last year; we didn't break them down into that

subset category. The last piece is you also have to report what construction you have in-process, so you can see under the general fund, we have \$3.495 million of projects under construction, and under the enterprise funds, we have \$18.280 million under construction. All those projects now are listed, I've tied those to every project we have, so going forward, I'll be able to report it. In 2024, they had a number for construction in-process, but they didn't identify the projects. So I was able to go back, find the projects, we're fortunate all those projects are still technically under construction. Foch Street was under construction a year and a half ago, it'll come off, and those kinds of items. So what you have in front of you is our depreciation capital list that we'd like to ask you approve for certification, so that we are ready to start the audit process. I'll stand for any questions.

Jocelyn Holguin, Chief Financial Officer: I'd also like to add that based on what our new auditors reviewed, and some of the technicalities that were submitted by JAG, they want to work with us to work with the state auditor, to get that finding reduced. So once all these items are approved and accepted, then we'll move forward with Beasley and they're going to work with us to try to get those findings to not be as critical as they were.

Mayor Pro-Tem Mitchell: It sounds like it was good that we're jumping on taking the initiative to tackle all those audit findings and make sure we don't have those problems again in the future. Good job.

Jocelyn Holguin, Chief Financial Officer: Thank you. For the record, it was before Gary and I were here. Just kidding, but we do want to keep on progressing, not just with this, but as a whole.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 13 26/27 Approval of Capital Depreciation Schedule. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler; Are there any final closing words? Are you happy with the process, and ready for the new year?

City Manager Whitehead: I think budget-wise, I'm very happy. I think one of the goals we had, and hopefully we hit, is that we won't have as many small BAR's, as you know last year, we did a lot of little BAR's because both Ms. Holguin and I missed putting enough money in a line item for all the copier payments, or a little nuance of something that we just didn't know existed. I feel like we have a better handle on that, so hopefully we'll dial that in. I think definitely coming through this process, we have some work to do, I'll identify that with Ms. Holguin, we'll work through that over the next 6 months. It's not going to be an overnight thing; we need to kind of take it in a bite to make sure that the budget really continues to get better and better and more balanced. We just have a lot of projects, there is a lot of money that comes in and goes out, and we need to just kind of clean that up,

CITY COMMISSION JULY 29, 2026 SPECIAL MEETING MINUTES

but I think we've had good conversations over the last 10 days on items, and we will just continue to get better at it.

Mayor Hechler: How smooth was the year-end closeout and the year-end opening? We're in it by a month now, but are we functioning fully right now? Are we paying bills? Are we doing what we're supposed to be doing?

City Manager Whitehead: It wasn't as smooth as we had hoped, we definitely have some baubles, Ms. Holguin had identified a process that should have had things roll smooth, and it didn't. Right, you're trying something and it didn't quite work exactly. But they're digging in, we're getting caught up, I think we had a lot done this week, it's getting a little bit better. Again, it's a learning process and it'll get better. Just closing out the fourth quarter, it's just a couple of people, so it's just like anything, it takes time and it's a lot of numbers. I wouldn't say it was smooth, but I wouldn't say it wasn't smooth, if that's fair.

Mayor Hechler: We're making progress.

City Manager Whitehead: We're making good progress.

Jocelyn Holguin, Chief Financial Officer: It's new things in the Tyler system that the staff has a little stage fright of, they just need to get that confidence so that they understand it will be easier for them in the long run.

Mayor Hechler: Thank you for all your hard work getting us to this level and this stage. I'm hoping this new year is going to present us with less challenges, it looks like it may. We've got a new audit firm coming onboard, we know what we need to get ahead of, and we should be able to do that. I have confidence that you guys will be able to get that done. Again, thank you for all your hard work.

Mayor Hechler adjourned the meeting at 10:53 a.m.

Passed and Approved this 12th day of August, 2026.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: F.4

SUBJECT: Acknowledge Recreation Advisory Board Minutes, June 1, 2026

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Approval of Consent Item

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-26

**CITY OF TRUTH OR CONSEQUENCES
RECREATION/GOLF COURSE ADVISORY BOARD
Monday, 1 June 2026
Meeting Minutes**

The regular meeting of the Recreation/Golf Course Advisory Board of the City of Truth or Consequences, New Mexico was held on Monday, 1 June 2026.

Location: Recreation Department Building, 2800 S. Broadway, Truth or Consequences, NM 87901.

CALL TO ORDER

5.35 pm

ROLL CALL

Buddy Montoya, Chairperson
Jim Apodaca, Vice-Chair (absent)
Joe Ferrell, Secretary
Shennoah Bree Nisly, Member
Ron Pacourek, Member

Also in attendance: O.J. Hechler, Community Services Director
Bob Massena, Golf Course Supervisor
Oscar Galicia, Parks Department
Steve Mull, Sierra County Sentinel

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

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

APPROVAL OF 2 March 2026 MEETING MINUTES

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

COMMENTS FROM THE PUBLIC:

(NONE)

NEW BUSINESS

Discussion/Action

Chair Montoya returned to the unresolved question from the 2 March Advisory Board meeting regarding going to a monthly Board meeting schedule. Pros and cons discussed at the March meeting were reviewed. Member Pacourek noted that the work load does not necessitate monthly meetings. It was suggested that a Special Meeting could be called if concerns needed to be addressed before the next regularly scheduled Advisory Board meeting.

Motion to keep quarterly Advisory Board meetings made by Member Pacourek

Motion seconded by Member Nisly

Motion carried unanimously

Motion to hold the next Board meeting on 14 Sept 2026 made by Member Pacourek

Motion seconded by Member Ferrell

Motion carried unanimously

Member Pacourek inquired about the implementation of new ball field fees at the Luis Armijo Sports Complex, followed by a brief discussion.

REPORTS FROM THE BOARD

Member Nisly, whose two year term on the Advisory Board is expiring this month, expressed her appreciation for the opportunity to be involved in, and support, projects that benefit residents and improve the overall quality of life in T or C. Member Nisly also noted the professionalism and dedication of the City employees with whom she interacted as a Board member.

Member Pacourek stated that some other City Advisory Boards have a city employee attend meetings acting as a 'scribe', taking notes. He inquired if a similar arrangement was possible for this Advisory Board.

Member Ferrell stated that his two year term on the Board was also ending. He echoed Member Nisly's comments about appreciating the opportunity to serve the community and to work with such dedicated City employees.

Chair Montoya stated that residents had reported a possible hazard during events at Ralph Edwards Park due to children/young adults riding bicycles on the walkways. Also, vehicles have been seen driving on the grass at Ralph Edwards. Although he noted that vehicles do drive on the grass to drop off/ set up equipment for events, Chair Montoya suggested posting 'No driving on the grass' and/or 'No parking on the grass' signs in the grass area.

REPORTS FROM STAFF

Parks Dept Supervisor Galicia reported that Little League had just ended at the Louis J. Armijo Sports Complex and soccer will be starting soon. He noted that it is a busy season with maintenance, mowing, etc.

Supervisor Massena reported that the Municipal Golf Course budget allowed for the purchase of some new equipment. Water useage for May was 8,400,000 gallons. The greens are holding water well and overall facility useage by the public has increased.

Director Hechler reported that the Rotary Park Master Plan is now funded. The feasibility study for a 'play wave' structure is going forward. Ralph Edwards Park is in good condition. At the skate park the sides of jumps will soon be acid washed and railings will be installed on the smaller ramps. The municipal swimming pool will be open daily in June and July, and there is a good staff of lifeguards on the job.

Member Pacourek asked if a place could be found to make it easier for floaters/rafters to exit the river at Rotary Park. Director Hechler stated that an area to facilitate exiting is described in the Master Plan and that implementation is now in the planning stage. Informational public meetings will be scheduled in the future.

ADJOURN

6.19 PM



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: F.5

SUBJECT: July 2026 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: July 31, 2026
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for July 2026

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 3,266,957.24

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

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 08-12-2026

Accounts Payable Transfer Sheet - 2026 - 2027 FY
Post Date Ending: 7/10, 7/16, 7/17, 7/23, 7/27, 7/28, 7/30, 7/31

Fund	Fund Description	Fund Totals							GRAND TOTAL	Fund Numbers	
		7/10/2026	7/16/2026	7/17/2026	7/23/2026	7/27/2026	7/28/2026	7/30/2026	7/31/2026	TRANSFERS	
101	General	\$28,737.56			\$4,896.56			\$250.00	\$636,279.04	\$670,163.16	101
201	Local Government Corrections								\$550.00	\$550.00	201
209	State Fire	\$858.65							\$4,783.90	\$5,642.55	209
211	Law Enforcement Protection									\$0.00	211
214	Lodger's Tax	\$83.34			\$327.97				\$17,925.40	\$18,336.71	214
216	Street Renovation	\$10,781.99			\$284.04				\$1,921.38	\$12,987.41	216
217	Municipal Recreation									\$0.00	217
260	Fiscal Recovery Funds									\$0.00	260
294	State Library								\$396.98	\$396.98	294
295	Municipal Pool	\$8,170.00							\$118.41	\$8,288.41	295
296	PD-GRT Fund	\$1,304.64							\$125.26	\$1,429.90	296
298	PD-Donations									\$0.00	298
299	Special Revenue Funds	\$4,731.67								\$4,731.67	299
302	Electrical Construction									\$0.00	302
303	Veterans Memorial								\$300.35	\$300.35	303
304	SJOA - Grants					\$89,987.00				\$89,987.00	304
305	Capital Improvement General									\$0.00	305
306	Capitlal Improvement Joint Utility									\$0.00	306
307	Golf Course Improvements									\$0.00	307
308	USDA -Sweeper									\$0.00	308
309	USDA-Wastewater									\$0.00	309
310	R&R-Emergency									\$0.00	310
311	R&R-Sewer									\$0.00	311
312	R&R-Airport									\$0.00	312
313	R&R-Water									\$0.00	313
314	CDBG - Grant									\$0.00	314
315	CI Reserve- Non Capital Equipment									\$0.00	315
316	Emergency Reserve									\$0.00	316
320	USDA Water System Improvements									\$0.00	320
321	Water System Improvements					\$879,940.14				\$879,940.14	321
340	ROAD/STREET PROJECTS									\$0.00	340
360	NMFA Projects	\$1,013.87				\$9,533.59			\$289,503.24	\$300,050.70	360
370	Water Trust Board Projects									\$0.00	370
380	Community Development	\$65,927.90				\$72,870.11			\$277,331.32	\$416,129.33	380
403	Pledge State Tax			\$30,565.48		\$8,667.95				\$39,233.43	403
501	Cemetery									\$0.00	501
502	Utility Office	\$691.02							\$22,881.91	\$23,572.93	502
503	Electric Dept	\$438,846.83				\$3,321.53	\$45,897.69		\$44,001.82	\$532,067.87	503
504	Water Dept	\$17,072.65		\$1,586.97	\$3,058.79				\$17,294.62	\$39,013.03	504
505	Solid Waste	\$7,045.46							\$113,743.20	\$120,788.66	505
506	WasteWater	\$16,629.73		\$5,090.35	\$4,579.10				\$20,969.28	\$47,268.46	506
508	Golf Course	\$1,078.27							\$2,698.49	\$3,776.76	508
509	Municipal Airport		\$20,434.40						\$1,170.32	\$21,604.72	509
600	Internal Service Fund	\$6,533.30			\$916.24				\$23,247.53	\$30,697.07	600
	Grand Total-Accounts Payable	\$609,506.88	\$20,434.40	\$37,242.80	\$14,062.70	\$1,064,320.32	\$45,897.69	\$250.00	\$1,475,242.45	\$3,266,957.24	



Truth or Consequences

AP EOM REPORT JULY 2026

By Fund

Payment Dates 7/1/2026 - 7/31/2026

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
ARENAS VALLEY ANIMAL CLIN...	112381	07/10/2026	OPEN PO DRAWDOWN FOR V...	101-1006-48598	151.72
ARENAS VALLEY ANIMAL CLIN...	112897	07/10/2026	OPEN PO DRAWDOWN FOR V...	101-1006-48598	417.07
WEX BANK	113551237 - CLK	07/10/2026	OPEN PO DRAWDOWN FOR F...	101-1001-43316	52.09
WEX BANK	113551237 - CMO	07/10/2026	OPEN PO FOR FUEL FY 25/26	101-1003-43316	229.20
WEX BANK	113551237 - COD	07/10/2026	OPEN PO FOR CODES/ACO FU...	101-1008-43316	734.92
WEX BANK	113551237 - FM	07/10/2026	WEX BANK FUEL CARD OPEN P...	101-1014-43316	652.92
WEX BANK	113551237 - PD	07/10/2026	OPEN PO FOR FUEL (FY 2026)	101-1007-43316	9,660.83
T OR C HARDWARE INC	186817/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	63.38
T OR C HARDWARE INC	186829/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	2.81
T OR C HARDWARE INC	186904/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	8.10
T OR C HARDWARE INC	186965/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	60.00
T OR C HARDWARE INC	186971/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	75.91
T OR C HARDWARE INC	186994/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	42.99
T OR C HARDWARE INC	187008/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	4.22
T OR C HARDWARE INC	187034/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	5.09
T OR C HARDWARE INC	187036/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1014-44607	16.31
T OR C HARDWARE INC	187042/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	12.84
T OR C HARDWARE INC	187084/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	9.62
T OR C HARDWARE INC	187138/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	14.42
T OR C HARDWARE INC	187140/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	13.86
T OR C HARDWARE INC	187155/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	23.46
T OR C HARDWARE INC	187195/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	28.53
T OR C HARDWARE INC	187218/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	105.17
T OR C HARDWARE INC	187266/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	233.87
T OR C HARDWARE INC	187268/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	101-1009-44607	80.90
SIERRA ELECTRIC CO-OP INC	2154 - 7/2/2026	07/10/2026	AIRPORT - ELECTRIC	101-1018-43780	1,245.67
KATHRYN ELLIOTT DBA CIVILIT...	261	07/10/2026	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
SIERRA VISTA HOSPITAL SIERR...	41000607	07/10/2026	COLLECTION DRUG TEST FEE ...	101-1004-48599	189.00
NU WAY LAUNDRY & CLEANER...	41087	07/10/2026	CARPET SERVICES OPEN P.O. ...	101-1014-44607	107.91
SIERRA ELECTRIC CO-OP INC	5764 - 7/2/2026	07/10/2026	MIMS AREA - ELECTRIC	101-1018-43780	638.02
SIERRA ELECTRIC CO-OP INC	5873 - 7/2/2026	07/10/2026	WA METER ROUTERS	101-1018-43780	84.54
CITY MANAGER BANK OF AM...	6/30/2026 - COM	07/10/2026	COMMISSIONER GLINES- HOT...	101-1000-42310	333.00
CITY MANAGER BANK OF AM...	6/30/2026 - COM	07/10/2026	COMMISSIONER HOEPPNER- ...	101-1000-42310	333.00
CITY MANAGER BANK OF AM...	6/30/2026 - COM	07/10/2026	MAYOR PRO-TEM MITCHELL- ...	101-1000-42310	160.72
CITY MANAGER BANK OF AM...	6/30/2026 - COM	07/10/2026	COMMISSIONER GLINES - ME...	101-1000-42310	78.88
CITY MANAGER BANK OF AM...	6/30/2026 - COM	07/10/2026	COMMISSIONER HOEPPNER - ...	101-1000-42310	50.23
CITY MANAGER BANK OF AM...	6/30/2026 - COM	07/10/2026	MAYOR PRO-TEM MITCHELL-...	101-1000-42310	29.93
CITY MANAGER BANK OF AM...	6/30/2026 - COM	07/10/2026	MAYOR HECHLER MEALS EST...	101-1000-42310	19.31
CITY MANAGER BANK OF AM...	6/30/2026 - COM	07/10/2026	MAYOR HECHLER - HOTEL/L...	101-1000-42310	160.72
FINANCE BANK OF AMERICA	6/30/2026 - FI	07/10/2026	BACKGROUND CHECKS - NH A...	101-1004-48599	388.41
POLICE DEPARTMENT BANK O...	6/30/2026 - PD	07/10/2026	ILEETA MEMBERSHIP FOR CHI...	101-1007-43770	50.00
TESTONS FREEWAY CHEVRON	6944	07/10/2026	OPEN PO - UNLEADED/DIESEL ...	101-1009-43316	1,246.00
TESTONS FREEWAY CHEVRON	6962	07/10/2026	OPEN PO FUEL PURCHASES FY...	101-1013-43316	167.99
JAIME F RUBIN ATTORNEY AT ...	7/1/2026	07/10/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	4,362.63
QUEST DIAGNOSTICS INC	9221658461	07/10/2026	OPEN PO DRAWDOWN FOR S...	101-1004-48599	365.10
TALON SEPTIC & POTTY SERVI...	13965	07/10/2026	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,100.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	CITY CLERK'S OFFICE	101-1001-41226	176.38
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	CITY MANAGER'S OFFICE	101-1003-41226	305.16
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	FINANCE / ADMIN SERVICES	101-1004-41226	349.97
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	ANIMAL SHELTER	101-1006-41226	173.21
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	POLICE DEPT	101-1007-41226	1,394.56
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	ANIMAL CONTROL	101-1008-41226	125.50
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	PARKS & RECREATION	101-1009-41226	179.95
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	102.67
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	COMMUNITY SERVICES	101-1013-41226	85.58
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	FACILITY MANAGEMENT	101-1014-41226	177.07
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	LIBRARY	101-1016-41226	237.16
IWORQ SYSTEMS	216596	07/23/2026	SET UP COST	101-1001-48599	750.00
IWORQ SYSTEMS	216596	07/23/2026	RENTAL LICENSE PORTAL	101-1001-48599	3,750.00
IWORQ SYSTEMS	216596	07/23/2026	BUSINESS LICENSE MANAGE...	101-1001-48599	375.00
BULLOCKS INC	2652	07/23/2026	OPEN PO DRAWDOWN FOR B...	101-1010-44606	21.56
LAYLA JONES	07202026	07/30/2026	DEPOSIT REFUND 7/18/2026 C...	101-1099-34348	250.00
TYLER TECHNOLOGIES INC	025-558958	07/31/2026	POSITION BUDGETING	101-1004-43815	628.58
CITY MANAGER BANK OF AM...	05/30/2026 - CM	07/31/2026	NMML CITY MANAGEMENT A...	101-1003-42720	250.00
MONIQUE WALTERS	07/13/2026 P	07/31/2026	DEPOSIT REFUND 7/11/2026 ...	101-1099-34348	25.00
MONIQUE WALTERS	07/13/2026 TC	07/31/2026	DEPOSIT REFUND 7/11/2026 ...	101-1099-34348	50.00
SCRDA	070012026	07/31/2026	DISPATCH SERVICES FOR FY26...	101-1007-48599	70,396.75
NATALIE LOPEZ	07132026	07/31/2026	DEPOSIT REFUND 7/11/2026 C...	101-1099-34348	250.00
APPLE TREE EDUCATIONAL CE...	07272026	07/31/2026	DEPOSIT REFUND 7/27/26 HE...	101-1099-34348	125.00
VATSAL BORDOLIWALA	07272026	07/31/2026	DEPOSIT REFUND CIVIC CENT...	101-1099-34348	875.00
KATY MARTINEZ	07272026	07/31/2026	DEPOSIT REFUND 7/27/2026 ...	101-1099-34348	25.00
WINDSTREAM CORPORATION	101131348 - 7/20/26	07/31/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	98.34
DELL TECHNOLOGIES	10884289021	07/31/2026	2 DELL PRO MONITOR - P242...	101-1003-43771	296.98
DELL TECHNOLOGIES	10884289021	07/31/2026	DELL PRO TOWER PLUS GBT1...	101-1003-43771	1,702.37
TURTLEBACK PEST CONTROL I...	115849	07/31/2026	OPEN PO FOR PEST CONTROL ...	101-1014-43403	1,074.00
AMAZON CAPITAL SERVICES I...	13CL-T4L6-PF44	07/31/2026	FINANCE OFFICE SUPPLIES OR...	101-1004-44606	1,991.54
AMAZON CAPITAL SERVICES I...	13NF-3HP4-JC36	07/31/2026	TERA 1D 2D QR BARCODE SC...	101-1016-44613	170.95
NM SELF INSURERS FUND	1890 - 6/30/2026	07/31/2026	LIABILITY DEDUCTIBLE CLAIM ...	101-1018-46734	4,927.51
NM SELF INSURERS FUND	1890 - 7/1/2026	07/31/2026	NMSIF FY 27 PAYMENT	101-1018-46734	435,749.00
NM MUNICIPAL LEAGUE	19461	07/31/2026	CITY MANAGEMENT ASSOCIAT...	101-1003-43770	600.00
SIERRA COUNTY TREASURER	2026-07-01	07/31/2026	EMERGENCY MANAGEMENT ...	101-1000-43770	10,000.00
MOBILE MEDICAL EXPRESS LLC	2789	07/31/2026	RANDOM TESTING FY25-26	101-1004-48599	1,441.20
CIVICPLUS LLC	375377	07/31/2026	FY 25/26 SUPPLEMENTATION/...	101-1001-43770	2,271.15
FOXWORTH GALBRAITH	3949422	07/31/2026	TREATED 4"X4" X 10' YELLOW ...	101-1014-44607	57.46
MARLIN LEASING CORPORATI...	42382456	07/31/2026	CLERKS OFFICE OPEN PO FY26...	101-1001-43465	249.74
MARLIN LEASING CORPORATI...	42382456	07/31/2026	CITY MANAGER OPEN PO FY2...	101-1003-43465	360.75
MARLIN LEASING CORPORATI...	42382456	07/31/2026	FINANCE OFFICE OPEN PO FY...	101-1004-43465	299.70
MARLIN LEASING CORPORATI...	42382456	07/31/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43465	599.40
MARLIN LEASING CORPORATI...	42382456	07/31/2026	PARKS DEPT OPEN PO FY26/27	101-1009-43465	249.74
MARLIN LEASING CORPORATI...	42382456	07/31/2026	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.92
DOCUMENT SOLUTION INC	425683	07/31/2026	CITY CLERK OFFICE SHARP OV...	101-1001-43465	141.33
DOCUMENT SOLUTION INC	425683	07/31/2026	CITY MANAGER OFFIC SHARP ...	101-1003-43465	401.76
DOCUMENT SOLUTION INC	425683	07/31/2026	FINANCE OFFICE SHARP OVER...	101-1004-43465	466.55
DOCUMENT SOLUTION INC	425683	07/31/2026	POLICE DEPT SHARP OVERAGE...	101-1007-43465	305.34
DOCUMENT SOLUTION INC	425683	07/31/2026	PARKS DEPT SHARP OVERAGE...	101-1009-43465	3.05
DOCUMENT SOLUTION INC	425683	07/31/2026	FACILITY MAINT SHARP OVER...	101-1014-43465	13.35
ALARM CONTROL TECHNOLOG...	43899	07/31/2026	OPEN PO FIRE ALARM MONIT...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	43900	07/31/2026	OPEN PO FIRE ALARM MONIT...	101-1014-47410	26.91
SIERRA COUNTY SENTINEL	5223	07/31/2026	LEGAL AD FOR THE ITB #2026-...	101-1010-43740	105.90
VERIZON WIRELESS	6148661325	07/31/2026	GOVERNING BODY OPEN PO F...	101-1000-43775	154.88
VERIZON WIRELESS	6148661325	07/31/2026	CITY CLERK OPEN PO FY26/27	101-1001-43775	231.71
VERIZON WIRELESS	6148661325	07/31/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	224.80
VERIZON WIRELESS	6148661325	07/31/2026	FINANCE OPEN PO FY26/27	101-1004-43775	218.77
VERIZON WIRELESS	6148661325	07/31/2026	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	141.93
VERIZON WIRELESS	6148661325	07/31/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43775	1,033.33
VERIZON WIRELESS	6148661325	07/31/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.46

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	6148661325	07/31/2026	PARKS DEPT OPEN PO FY26/27	101-1009-43775	126.21
VERIZON WIRELESS	6148661325	07/31/2026	COMMUNITY DEVELOPEMENT...	101-1010-43775	43.21
VERIZON WIRELESS	6148661325	07/31/2026	FACILITIES MAINT OPEN PO F...	101-1014-43775	100.63
VERIZON WIRELESS	6148661325	07/31/2026	LIBRARY OPEN PO FY26/27	101-1016-43775	119.49
CITY UTILITIES	7/16/26	07/31/2026	WASTE WATER DEPT LANDFILL	101-1018-43780	11.03
CITY UTILITIES	7/16/26	07/31/2026	FACILITY DEPT LANDFILL	101-1018-43780	33.08
CITY UTILITIES	7/16/26	07/31/2026	WATER DEPT LANDFILL	101-1018-43780	11.03
CITY UTILITIES	7/16/26	07/31/2026	PARKS DEPT LANDFILL	101-1018-43780	44.10
CITY UTILITIES	7/16/26	07/31/2026	ELECTRIC DEPT LANDFILL	101-1018-43780	33.09
CITY UTILITIES	7/23 & 7/30/26	07/31/2026	WATER DEPT CYCLE C & D UTIL...	101-1018-43780	15,603.18
CITY UTILITIES	7/23 & 7/30/26	07/31/2026	WASTE WATER DEPT CYCLE C ...	101-1018-43780	11,074.58
CITY UTILITIES	7/23 & 7/30/26	07/31/2026	UTILITY BILLING OFFICE CYCLE...	101-1018-43780	423.58
CITY UTILITIES	7/23 & 7/30/26	07/31/2026	GENERAL CYCLE C & D UTILITI...	101-1018-43780	10,021.24
CITY UTILITIES	7/23 & 7/30/26	07/31/2026	SANITATION DEPT CYCLE C & D...	101-1018-43780	1,038.14
CITY UTILITIES	7/23 & 7/30/26	07/31/2026	ELECTRIC DEPT CYCLE C & D U...	101-1018-43780	5,034.38
CITY UTILITIES	7/23 & 7/30/26	07/31/2026	POOL CYCLE C & D UTILITIES	101-1018-43780	1,138.22
TDS	7/25/2026	07/31/2026	014-044-1371	101-1018-43780	440.14
TDS	7/25/2026	07/31/2026	014-044-1372	101-1018-43780	440.14
TDS	7/25/2026	07/31/2026	014-044-1351	101-1018-43780	440.14
TDS	7/25/2026	07/31/2026	014-044-1348	101-1018-43780	440.14
TDS	7/25/2026	07/31/2026	014-044-1373	101-1018-43780	440.14
TDS	7/25/2026	07/31/2026	014-044-1402	101-1018-43780	440.14
TDS	7/25/2026	07/31/2026	014-044-1553	101-1018-43780	220.93
TDS	7/25/2026	07/31/2026	014-044-1618	101-1018-43780	189.89
TDS	7/25/2026	07/31/2026	014-044-1369	101-1018-43780	149.00
TDS	7/25/2026	07/31/2026	014-044-1352	101-1018-43780	440.14
TDS	7/25/2026	07/31/2026	014-044-1353	101-1018-43780	440.14
TDS	7/25/2026	07/31/2026	014-044-1828	101-1018-43780	1,350.14
TDS	7/25/2026	07/31/2026	014-044-1526	101-1018-43780	129.95
TDS	7/25/2026	07/31/2026	014-044-1537	101-1018-43780	149.00
TDS	7/25/2026	07/31/2026	014-044-1406	101-1018-43780	600.00
WILLIAM I BUHLER	7/27/2026	07/31/2026	FISH POND WATER RIGHTS FY...	101-1009-43770	250.00
NEW MEXICO GAS COMPANY ...	7/27/2026	07/31/2026	SANITATION DEPT	101-1018-43780	33.92
NEW MEXICO GAS COMPANY ...	7/27/2026	07/31/2026	WASTE WATER DEPT	101-1018-43780	36.41
NEW MEXICO GAS COMPANY ...	7/27/2026	07/31/2026	ELECTRIC DEPT	101-1018-43780	33.59
NEW MEXICO GAS COMPANY ...	7/27/2026	07/31/2026	WATER DEPT	101-1018-43780	37.32
NEW MEXICO GAS COMPANY ...	7/27/2026	07/31/2026	GENERAL	101-1018-43780	498.98
NEW MEXICO GAS COMPANY ...	7/27/2026	07/31/2026	POOL	101-1018-43780	126.42
CITY UTILITIES	7/9 & 7/16/26	07/31/2026	ELECTRIC DEPT CYCLE A & B U...	101-1018-43780	214.16
CITY UTILITIES	7/9 & 7/16/26	07/31/2026	WATER DEPT CYCLE A & B UTIL...	101-1018-43780	302.94
CITY UTILITIES	7/9 & 7/16/26	07/31/2026	GENERAL CYCLE A & B UTILITI...	101-1018-43780	5,772.85
CITY UTILITIES	7/9 & 7/16/26	07/31/2026	WASTE WATER DEPT CYCLE A...	101-1018-43780	2,269.98
CITY UTILITIES	7/9 & 7/16/26	07/31/2026	CEMETERY CYCLE A & B UTILIT...	101-1018-43780	820.40
CITY UTILITIES	7/9 & 7/16/26	07/31/2026	GOLF COURSE CYCLE A & B UT...	101-1018-43780	2,128.98
TYLER TECHNOLOGIES INC	CI100-00285919	07/31/2026	FINANCE PORTION	101-1004-43815	11,817.11
TYLER TECHNOLOGIES INC	CI100-00285919	07/31/2026	PD-PORION	101-1007-43815	11,817.12
RON FENN	D-721-CV-2024-00130	07/31/2026	ORDER GRANTING COST BILL	101-1000-45607	189.75
BLUE 360 MEDIA LLC	IN2606288972	07/31/2026	NM TRAFFIC LAW BOOKS 2026	101-1007-43740	167.96
EUNA SOLUTIONS INC	INV136719	07/31/2026	ANNUAL GRANTS SEARCH SU...	101-1010-43770	3,360.00
LASTING PAWS PET MEMORIA...	LC10391-I-0077	07/31/2026	OPEN PO FOR ANIMAL CREM...	101-1006-48598	485.01
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	CITY CLERK'S OFFICE	101-1001-41226	179.62
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	CITY MANAGER'S OFFICE	101-1003-41226	308.86
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	FINANCE / ADMIN SERVICES	101-1004-41226	358.63
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	ANIMAL SHELTER	101-1006-41226	178.32
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	POLICE DEPT	101-1007-41226	1,377.64
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	ANIMAL CONTROL	101-1008-41226	125.50
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	PARKS & RECREATION	101-1009-41226	179.95
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	105.86
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	COMMUNITY SERVICES	101-1013-41226	89.59
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	FACILITY MANAGEMENT	101-1014-41226	153.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	LIBRARY	101-1016-41226	241.60
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	CITY CLERK'S OFFICE	101-1001-41226	179.62
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	CITY MANAGER'S OFFICE	101-1003-41226	322.33
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	FINANCE / ADMIN SERVICES	101-1004-41226	358.63
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	ANIMAL SHELTER	101-1006-41226	178.32
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	POLICE DEPT	101-1007-41226	1,119.93
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	ANIMAL CONTROL	101-1008-41226	125.50
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	PARKS & RECREATION	101-1009-41226	179.95
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	105.86
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	COMMUNITY SERVICES	101-1013-41226	89.59
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	FACILITY MANAGEMENT	101-1014-41226	153.98
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	LIBRARY	101-1016-41226	241.60
Fund 101 - General Total:					670,163.16

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	07012026	07/31/2026	HOLDING OF PRISONERS FY25...	201-1903-48710	550.00
Fund 201 - Corrections Total:					550.00

Fund: 209 - Fire

XEROX CORP OLD	025885106	07/10/2026	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
TESTONS FREEWAY CHEVRON	6945	07/10/2026	OPEN PO FOR GAS/FUEL FY 25...	209-1603-43316	607.03
WINDSTREAM CORPORATION	100377628 - 7/15/26	07/31/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43775	145.27
EWERS TECHNOLOGY LLC DBA...	264083	07/31/2026	ANNUAL ACCESS/SUPPORT/U...	209-1603-43815	2,845.00
EWERS TECHNOLOGY LLC DBA...	264083	07/31/2026	FPWEB SCENE CONNECT ANN...	209-1603-43815	282.00
MARLIN LEASING CORPORATI...	42382456	07/31/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43465	249.74
VERIZON WIRELESS	6148661325	07/31/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43775	123.26
CITY UTILITIES	7/23 & 7/30/26	07/31/2026	FIRE DEPT CYCLE C & D UTILITI...	209-1603-43780	546.03
NEW MEXICO GAS COMPANY ...	7/27/2026	07/31/2026	FIRE DEPT	209-1603-43780	83.01
CITY UTILITIES	7/9 & 7/16/26	07/31/2026	FIRE DEPT CYCLE A & B UTILITI...	209-1603-43780	509.59
Fund 209 - Fire Total:					5,642.55

Fund: 214 - Lodgers Tax

T OR C HARDWARE INC	186890/6	07/10/2026	CUTOFF WHL 4.5X.045X7/8	214-2503-44608	2.96
T OR C HARDWARE INC	186890/6	07/10/2026	MASON CUEHL4.5X1/16X7/8	214-2503-44608	3.24
T OR C HARDWARE INC	186890/6	07/10/2026	BALL VALVE SCH40 2" SXS	214-2503-44608	18.77
T OR C HARDWARE INC	186890/6	07/10/2026	CUTOFF WHL4-1/2X16X7/8	214-2503-44608	2.55
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	LODGERS TAX	214-2503-41226	55.82
TURNER ELECTRIC MOTOR INC	07212026	07/23/2026	TAX (LABOR)	214-2503-44608	7.97
TURNER ELECTRIC MOTOR INC	07212026	07/23/2026	LABOR	214-2503-44608	95.00
TURNER ELECTRIC MOTOR INC	07212026	07/23/2026	PARTS FOR BERKLEY 2HP, 3 PH	214-2503-44608	225.00
SUNNY 505	004918	07/31/2026	FY 26/27 CITY ADVERTISING &...	214-2560-60725	12,841.50
SIERRA COUNTY SENTINEL	5172 - PIO	07/31/2026	PIO PRINT ADS	214-2540-60725	910.35
INTEGRATED ENVIRONMENTA...	587	07/31/2026	GERONIMO TRAIL SCENIC BY...	214-2540-60725	2,000.00
INTEGRATED ENVIRONMENTA...	598	07/31/2026	GERONIMO TRAIL SCENIC BY...	214-2540-60725	2,000.00
VERIZON WIRELESS	6148661325	07/31/2026	PUBLIC INFORMATION OPEN ...	214-2540-43775	61.91
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	LODGERS TAX	214-2503-41226	55.82
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	LODGERS TAX	214-2503-41226	55.82
Fund 214 - Lodgers Tax Total:					18,336.71

Fund: 216 - Muni Street

WEX BANK	113551237 - ST	07/10/2026	WEX FUEL	216-4503-43316	80.36
SANCO OIL LLC	2211	07/10/2026	FUEL	216-4503-43316	258.15
SANCO OIL LLC	2212	07/10/2026	FUEL	216-4503-43316	173.96
SANCO OIL LLC	51181	07/10/2026	FUEL	216-4503-43316	202.93
TESTONS FREEWAY CHEVRON	6943	07/10/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	1,155.28
BARTOO SAND & GRAVEL INC	M61425	07/10/2026	OPEN PO DRAWDOWN FOR H...	216-4503-43550	8,599.09
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	STREET DEPT	216-4503-41226	312.22
T OR C HARDWARE INC	187542/6	07/23/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	273.30
T OR C HARDWARE INC	187580/6	07/23/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	10.74
SANCO OIL LLC	2220	07/31/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	203.45
SANCO OIL LLC	2221	07/31/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	209.55
SANCO OIL LLC	2222	07/31/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	121.70
SANCO OIL LLC	2237	07/31/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	256.93

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOCUMENT SOLUTION INC	421246	07/31/2026	STREET DEPT SHARP OVERAGE...	216-4503-43465	1.44
MARLIN LEASING CORPORATI...	42374468	07/31/2026	STREET DEPT OPEN PO FY26/...	216-4503-43465	204.43
DOCUMENT SOLUTION INC	424676	07/31/2026	STREET DEPT SHARP OVERAGE...	216-4503-43465	1.53
VERIZON WIRELESS	6148661325	07/31/2026	STREETS DEPT OPEN PO FY26/...	216-4503-43775	169.08
SANCO OIL LLC	62219	07/31/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	205.79
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	STREET DEPT	216-4503-41226	273.74
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	STREET DEPT	216-4503-41226	273.74
Fund 216 - Muni Street Total:					12,987.41
Fund: 294 - State Library					
MARLIN LEASING CORPORATI...	42382456	07/31/2026	LIBRARY OPEN PO FY26/27	294-5003-60834	324.66
DOCUMENT SOLUTION INC	425683	07/31/2026	LIBRARY SHARP OVERAGE OP...	294-5003-60834	72.32
Fund 294 - State Library Total:					396.98
Fund: 295 - Muni Pool					
JR AQUATIC SERVICES LLC	642	07/10/2026	PALINTEST TEST TUBE	295-4803-44607	80.00
JR AQUATIC SERVICES LLC	642	07/10/2026	PHENOL RED TABLETS	295-4803-44607	90.00
JR AQUATIC SERVICES LLC	642	07/10/2026	15GAL SODIUM HYPOCHLORI...	295-4803-44607	2,400.00
JR AQUATIC SERVICES LLC	642	07/10/2026	CALCIUM HYPOCHLORITE TAB...	295-4803-44607	2,120.00
JR AQUATIC SERVICES LLC	642	07/10/2026	15GAL ACID MAGIC	295-4803-44607	880.00
JR AQUATIC SERVICES LLC	642	07/10/2026	DELIVERY	295-4803-44607	700.00
JR AQUATIC SERVICES LLC	642	07/10/2026	DPD 1	295-4803-44607	100.00
JR AQUATIC SERVICES LLC	642	07/10/2026	100 # CALCIUM HYPOCHLORI...	295-4803-44607	795.00
JR AQUATIC SERVICES LLC	642	07/10/2026	DPD #3	295-4803-44607	100.00
JR AQUATIC SERVICES LLC	642	07/10/2026	STENNER PUMP	295-4803-44607	600.00
JR AQUATIC SERVICES LLC	642	07/10/2026	COMMERCIAL PHOSPHATE R...	295-4803-44607	195.00
JR AQUATIC SERVICES LLC	642	07/10/2026	CYA TEST TABLETS	295-4803-44607	110.00
MARLIN LEASING CORPORATI...	42382456	07/31/2026	POOL OPEN PO FY26/27	295-4803-43465	49.96
VERIZON WIRELESS	6148661325	07/31/2026	POOL OPEN PO FY26/27	295-4803-43775	68.45
Fund 295 - Muni Pool Total:					8,288.41
Fund: 296 - PD GRT					
POLICE DEPARTMENT BANK O...	6/30/2026 - PD	07/10/2026	LODGING CORE SESSION VI	296-2403-43999	1,131.20
POLICE DEPARTMENT BANK O...	6/30/2026 - PD	07/10/2026	BOUNCIE GPS DEVICE SERVICE	296-2403-48598	173.44
ADSLCNM INC DBA AMERICAN..	0544044	07/31/2026	DOCUMENT DESTRUCTION SE...	296-2403-48598	125.26
Fund 296 - PD GRT Total:					1,429.90
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	112592	07/10/2026	OPEN PO BEST FRIENDS MEDI...	299-7051-48710	453.01
ARENAS VALLEY ANIMAL CLIN...	112831	07/10/2026	OPEN PO FOR STATE SPAY/NE...	299-7067-48598	4,278.66
Fund 299 - SPECIAL REVENUE FUNDS Total:					4,731.67
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724 - 7/15/26	07/31/2026	VETERANS WALL OPEN PO FY...	303-4703-43775	300.35
Fund 303 - Vet Wall Total:					300.35
Fund: 304 - Senior Grants					
CREATIVE BUS SALES INC	VA112000359	07/27/2026	SJOA 2026 MOBILITY TRANSIT...	304-7072-80810	89,987.00
Fund 304 - Senior Grants Total:					89,987.00
Fund: 321 - WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY INC ENG...	144765	07/27/2026	WSPI - 2 ENGINEERING AGRE...	321-7042-80860	17,103.92
WILSON & COMPANY INC ENG...	145490	07/27/2026	WSPI - 2 ENGINEERING AGRE...	321-7042-80860	8,551.96
WILSON & COMPANY INC ENG...	146470	07/27/2026	WSPI - 2 ENGINEERING AGRE...	321-7042-80860	5,701.32
WILSON & COMPANY INC ENG...	152326	07/27/2026	WA SYSTEM PERFORMANCE I...	321-7017-80860	18,789.69
SMITHCO CONSTRUCTION INC	2 - 6/30/2026	07/27/2026	CONSTRUCTION SERVICES WS...	321-7017-80860	829,793.25
Fund 321 - WATER SYSTEM IMPROVEMENTS Total:					879,940.14
Fund: 360 - NMFA PROJECTS					
BOHANNAN HUSTON INC	00139849	07/10/2026	CIF-6442 MATCH AMOUNT B...	360-7045-45600	101.00
BOHANNAN HUSTON INC	00139849	07/10/2026	BAR SCREEN DESIGN/CONSTR...	360-7045-80860	912.87
WILSON & COMPANY INC ENG...	152352	07/27/2026	PERSHING/SILVER WA IMPRO...	360-7044-45600	1,000.00
WILSON & COMPANY INC ENG...	152352	07/27/2026	PERSHING/SILVER WA IMPRO...	360-7044-80860	8,533.59
WILSON & COMPANY INC ENG...	151220	07/31/2026	WFP-6323 GRANT	360-7048-80860	88,351.82
WILSON & COMPANY INC ENG...	152544	07/31/2026	WFP-6323 GRANT	360-7048-80860	71,367.85
WILSON & COMPANY INC ENG...	152888	07/31/2026	WFP-6323 GRANT	360-7048-80860	71,367.83

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILSON & COMPANY INC ENG...	152904	07/31/2026	TAX (LABOR)	360-7044-80860	4,514.25
WILSON & COMPANY INC ENG...	152904	07/31/2026	ADDITIONAL CONSTRUCTION ...	360-7044-80860	53,901.49
Fund 360 - NMFA PROJECTS Total:					300,050.70

Fund: 380 - OTHER STATE FUNDED PROJECTS

BOHANNAN HUSTON INC	00139849	07/10/2026	WWTP IMPROVEMENTS	380-7064-80860	2,365.70
SOMOS SOLAR INC	006	07/10/2026	ENGINEERING	380-7058-80860	4,750.00
SOMOS SOLAR INC	006	07/10/2026	GENERAL CONDITIONS	380-7058-80860	6,567.00
SOMOS SOLAR INC	006	07/10/2026	DUAL PORT ICHARGING DC FA...	380-7058-80860	52,245.20
WILSON & COMPANY INC ENG...	152327	07/27/2026	WA SYSTEM IMPROVEMENTS ...	380-7034-80860	36,314.20
MRWM LANDSCAPE ARCHITE...	26-07003	07/27/2026	T OR C GREAT BLOCKS-FOCH S...	380-7020-80860	33,966.00
MRWM LANDSCAPE ARCHITE...	26-07003	07/27/2026	SALES TAX	380-7020-80860	2,589.91
SOMOS SOLAR INC	007	07/31/2026	GENERAL CONDITIONS	380-7058-80860	19,943.63
PLUMA LLC	7RL	07/31/2026	FY24 GRANT AGREEMENT 419...	380-7055-80860	257,387.69
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					416,129.33

Fund: 403 - Pledge State DEBT SERVICE

BANK OF THE SOUTHWEST	6/23/2026	07/17/2026	INTEREST PAYMENTS WISPI 2...	403-1203-90910	4,355.35
NEW MEXICO FINANCE AUTH...	7/10/2026	07/17/2026	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	7/10/2026	07/17/2026	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTH...	7/10/2026	07/17/2026	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,222.89
NEW MEXICO FINANCE AUTH...	7/10/2026	07/17/2026	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,579.33
NEW MEXICO FINANCE AUTH...	7/10/2026	07/17/2026	NMFA DW-4794 MONTHLY D...	403-1203-90910	118.57
BANK OF THE SOUTHWEST	7/23/2026	07/27/2026	INTEREST PAYMENTS WISPI 2...	403-1203-90910	5,892.13
BANK OF THE SOUTHWEST	7/27/2026	07/27/2026	INTEREST PAYMENT PREDEVE...	403-1203-90910	2,327.22
BANK OF THE SOUTHWEST	7/27/2026 ADDITIONAL INT	07/27/2026	INTEREST PAYMENT PREDEVE...	403-1203-90910	448.60
Fund 403 - Pledge State DEBT SERVICE Total:					39,233.43

Fund: 502 - UTILITY OFFICE-UTILITY BILLING

XEROX CORP OLD	025885105	07/10/2026	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	421.72
WEX BANK	113551237 - UT	07/10/2026	WEX CARD UTILITY GAS USAGE	502-3601-43316	48.01
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	UTILITY OFFICE	502-3601-41226	221.29
MARLIN LEASING CORPORATI...	42382456	07/31/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43465	399.62
DOCUMENT SOLUTION INC	425683	07/31/2026	UTILITY OFFICE SHARP OVERA...	502-3601-43465	31.19
VERIZON WIRELESS	6148661325	07/31/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43775	182.93
POSTMASTER	7/29/2026	07/31/2026	UB POSTAGE FOR CITY OF T.O...	502-3601-43735	10,000.00
TYLER TECHNOLOGIES INC	CI100-00285919	07/31/2026	UTILITY-PORTION	502-3601-43815	11,817.12
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	UTILITY OFFICE	502-3601-41226	225.52
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	UTILITY OFFICE	502-3601-41226	225.53
Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:					23,572.93

Fund: 503 - Electric

TRIPLE H SOLAR LLC	0428	07/10/2026	TRIPLE H SOLAR OPEN PO FY 2...	503-3702-48598	3,040.00
TRI STATE GENERATION & TR...	1079003	07/10/2026	OPEN PO DRAWDOWN (FY 26...	503-3702-50795	39,861.07
TESTONS FREEWAY CHEVRON	6963	07/10/2026	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	2,038.40
SIERRA ELECTRIC CO-OP INC	716800 - 7/8/2026	07/10/2026	POWER SERVICES-OPEN PO FY...	503-3702-50795	393,466.10
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	ELECTRIC DEPT	503-3702-41226	441.26
TRI STATE GENERATION & TR...	1079003-TAX	07/27/2026	OPEN PO DRAWDOWN (FY 26...	503-3702-50795	3,321.53
WESTERN AREA POWER ADM...	JPB1798A0626	07/28/2026	BASE DEMAND & BASE ENER...	503-3702-50795	45,897.69
AMAZON CAPITAL SERVICES I...	1J7M-4Y9L-9XHG	07/31/2026	BESTAR LOGAN 66W U OR L S...	503-3702-44606	876.72
AMAZON CAPITAL SERVICES I...	1NTT-1VLD-ML7N	07/31/2026	STAPLES OFFICE CHAIR MAT, ...	503-3702-44606	26.50
AMAZON CAPITAL SERVICES I...	1NTT-1VLD-ML7N	07/31/2026	HEROSET OFFICE CHAIR MATT...	503-3702-44606	146.98
AMAZON CAPITAL SERVICES I...	1NTT-1VLD-ML7N	07/31/2026	DESK CALANDER 17' X 12'	503-3702-44606	7.98
AMAZON CAPITAL SERVICES I...	1QMM-WVDQ-WQ14	07/31/2026	CARHARTT MENS RELAXED ST...	503-3702-42620	269.94
AMAZON CAPITAL SERVICES I...	1QMM-WVDQ-WQ14	07/31/2026	IRISH SETTER, MARSHALL ME...	503-3702-42620	219.95
MARLIN LEASING CORPORATI...	42382456	07/31/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43465	124.88
DOCUMENT SOLUTION INC	425683	07/31/2026	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	17.12
QUILL CORPORATION	49575339	07/31/2026	DYMO LABEL MAKER	503-3702-44606	51.67
QUILL CORPORATION	49575339	07/31/2026	ZEBRA GRIP PENS	503-3702-44606	6.84
VERIZON WIRELESS	6147678683	07/31/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43775	59.12
VERIZON WIRELESS	6148661325	07/31/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43775	297.29
WESTERN UNITED ELECTRIC	6178808	07/31/2026	8506-70 INSU GUY STRAIN 20...	503-3702-44607	141.36
WESTERN UNITED ELECTRIC	6178808	07/31/2026	HPI-55-3 INSU COMPOSITE PIN...	503-3702-44607	237.30

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WESTERN UNITED ELECTRIC	6178808	07/31/2026	DS15M	503-3702-44607	1,640.16
WESTERN UNITED ELECTRIC	6178808	07/31/2026	615883 ROD GND CU 5/8X8 P...	503-3702-44607	483.40
WESTERN UNITED ELECTRIC	6178808	07/31/2026	HDSO57 CLAMP DE SHOE SIDE...	503-3702-44607	623.75
WESTERN UNITED ELECTRIC	6178808	07/31/2026	88-SUPER-3/4X76 TAPE VINYL...	503-3702-44607	792.00
WESTERN UNITED ELECTRIC	6178808	07/31/2026	33-SUPER-3/4X76 TAPE VINYL...	503-3702-44607	761.00
WESTERN UNITED ELECTRIC	6178808	07/31/2026	8816 BOLT MACHINE 5/8 X 16	503-3702-44607	361.80
WESTERN UNITED ELECTRIC	6178808	07/31/2026	21116-ES COVER BUSHING 1 ...	503-3702-44607	1,016.16
WESTERN UNITED ELECTRIC	6178808	07/31/2026	881P PIN XARM 1" NYLON TH...	503-3702-44607	679.50
WESTERN UNITED ELECTRIC	6178808	07/31/2026	4 SD BARE CU SOLID 200FT SPL...	503-3702-44607	1,392.00
WESTERN UNITED ELECTRIC	6178808	07/31/2026	TB250009603X2 CROSSARM T...	503-3702-44607	2,211.50
WESTERN UNITED ELECTRIC	6178808	07/31/2026	DA3000096E3B7X2 8FT DEAD...	503-3702-44607	6,265.05
LANDIS+GYR TECHNOLOGY INC	90433310	07/31/2026	L&G SAAS OPEN PO 26/27	503-3702-43770	1,860.00
TYLER TECHNOLOGIES INC	CI100-00285919	07/31/2026	ELECTRIC-PORION	503-3702-43815	11,817.12
SSA SOLAR OF NM 4 LLC MN8	NM-14-015A-202606-01	07/31/2026	POWER SERVICES- OPEN PO FY...	503-3702-50795	10,689.73
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	ELECTRIC DEPT	503-3702-41226	462.50
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	ELECTRIC DEPT	503-3702-41226	420.19
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	PUBLIC WORKS	503-3702-41226	42.31
Fund 503 - Electric Total:					532,067.87

Fund: 504 - Water

JESSE COLE	063026	07/10/2026	JESSE COLE CONTRACT FOR ...	504-3803-48598	2,004.94
WEX BANK	113551237 - WA	07/10/2026	WATER - OPEN PO 25/26 FUEL	504-3803-43316	1,452.08
T OR C HARDWARE INC	186820/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	504-3803-44607	13.10
T OR C HARDWARE INC	186929/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	504-3803-44607	32.21
T OR C HARDWARE INC	187087/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	504-3803-44607	5.53
T OR C HARDWARE INC	187201/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	504-3803-44607	7.12
IWORQ SYSTEMS	216499	07/10/2026	IWORQ SYSTEMS INTERNET S...	504-3803-43815	1,597.00
SANCO OIL LLC	2193	07/10/2026	OPEN PO FY 25-26 FOR FUEL...	504-3803-43316	88.43
SANCO OIL LLC	2218	07/10/2026	OPEN PO FY 25-26 FOR FUEL...	504-3803-43316	81.58
BULLOCKS INC	2803	07/10/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	4.78
UNIFIRST HOLDINGS INC DBA ...	2880392671	07/10/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	37.51
BULLOCKS INC	4169	07/10/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	3.23
BULLOCKS INC	5965	07/10/2026	OPEN PO DRAWDOWN FOR S...	504-3803-44607	2.15
DAUPLER INC	INV-001515	07/10/2026	DAUPLER RESPONSE & CALLO...	504-3803-48598	10,845.50
BAKER UTILITY SUPPLY CORP	INV346129	07/10/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	504.04
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	WATER DEPT	504-3803-41226	293.45
PVS DX INC	RE7010858-26	07/10/2026	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
TAXATION AND REVENUE	7/16/2026	07/17/2026	WATER CONSERVATION FEE FY...	504-3803-43797	1,586.97
AMAZON CAPITAL SERVICES I...	1PG6-WPVL-NNDC	07/23/2026	HEAVY DUTY OFFICE CHAIRS	504-3803-44606	239.99
UNIFIRST HOLDINGS INC DBA ...	2880395122	07/23/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	38.13
UNIFIRST HOLDINGS INC DBA ...	2880397282	07/23/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	33.47
BAKER UTILITY SUPPLY CORP	INV346325	07/23/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	500.50
BAKER UTILITY SUPPLY CORP	INV346506	07/23/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	1,408.05
BAKER UTILITY SUPPLY CORP	INV346507	07/23/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	481.15
BAKER UTILITY SUPPLY CORP	INV346508	07/23/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	357.50
AMAZON CAPITAL SERVICES I...	13KJ-GR7R-313Q	07/31/2026	PALLET OF WATER 48 CASES	504-3803-44606	334.50
MARLIN LEASING CORPORATI...	42382456	07/31/2026	WATER DEPT OPEN PO FY26/...	504-3803-43465	49.96
VERIZON WIRELESS	6148661325	07/31/2026	WATER DEPT OPEN PO FY26/...	504-3803-43775	247.83
TYLER TECHNOLOGIES INC	CI100-00285919	07/31/2026	WATER DEPT	504-3803-43815	11,817.12
USA BLUEBOOK	INV01104863	07/31/2026	3 CASES OF WHITE PAINT	504-3803-44607	138.24
SUPERIOR WEED AND PEST C...	INV-2026-007	07/31/2026	WEED CONTROL FOR WWTP ...	504-3803-47415	2,137.50
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	WATER DEPT	504-3803-41226	243.79
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	WATER DEPT	504-3803-41226	248.55
TRIHEDRAL INC	S/N 62783, 62784	07/31/2026	VTSCADA SK SYSTEM	504-3803-48598	2,077.13
Fund 504 - Water Total:					39,013.03

Fund: 505 - Solid Waste

WEX BANK	113551237 - TR	07/10/2026	WEX- DIESEL & GASOLINE	505-3904-43316	6,462.88
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	SOLID WASTE DEPT	505-3904-41226	582.58
PARKHILL SMITH & COOPER	04342124.00-11	07/31/2026	TECHNICAL SUPPORT AND THE...	505-3904-48599	6,998.32
PARKHILL SMITH & COOPER	04386624.00-9	07/31/2026	TASK ORDER T OR C BLM LAN...	505-3904-48599	1,678.43
CITY OF LAS CRUCES	117945	07/31/2026	SCSWA WASTE DISPOSAL	505-3904-45601	49,059.02

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARLIN LEASING CORPORATI...	42382456	07/31/2026	SOLID WASTE OPEN PO FY26/...	505-3904-43465	124.88
DOCUMENT SOLUTION INC	425683	07/31/2026	SANITATION DEPTSHARP OVE...	505-3904-43465	63.00
VERIZON WIRELESS	6148661325	07/31/2026	SANITATION OPEN PO FY26/27	505-3904-43775	138.02
CITY UTILITIES	7/16/26	07/31/2026	SANITATION DEPT LANDFILL	505-3904-45601	42,692.21
TYLER TECHNOLOGIES INC	CI100-00285919	07/31/2026	SANATION DEPARTMENT	505-3904-43815	11,817.12
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	SOLID WASTE DEPT	505-3904-41226	586.10
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	SOLID WASTE DEPT	505-3904-41226	586.10
Fund 505 - Solid Waste Total:					120,788.66

Fund: 506 - WWTP

JESSE COLE	063026	07/10/2026	JESSE COLE CONTRACT FOR ...	506-4005-48598	2,004.94
WEX BANK	113551237 - WW	07/10/2026	WW FUEL OPEN PO FY25/26	506-4005-43316	1,875.77
T OR C HARDWARE INC	186820/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	506-4005-44607	13.10
T OR C HARDWARE INC	186929/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	506-4005-44607	32.20
T OR C HARDWARE INC	187087/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	506-4005-44607	5.54
T OR C HARDWARE INC	187201/6	07/10/2026	OPEN PO DRAWDOWN FOR FI...	506-4005-44607	7.12
IWORQ SYSTEMS	216499	07/10/2026	IWORQ SYSTEMS INTERNET S...	506-4005-43815	1,597.00
BULLOCKS INC	2803	07/10/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	4.78
UNIFIRST HOLDINGS INC DBA ...	2880392671	07/10/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	37.50
BULLOCKS INC	4169	07/10/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	3.22
BULLOCKS INC	5965	07/10/2026	OPEN PO DRAWDOWN FOR S...	506-4005-44607	2.15
DAUPLER INC	INV-001515	07/10/2026	DAUPLER RESPONSE & CALLO...	506-4005-48598	10,845.50
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	WASTE WATER DEPT	506-4005-41226	200.91
VILLAGE OF WILLIAMSBURG	7/6/2026	07/17/2026	SEWER RECEIPTS FY 2026 - 20...	506-4005-48798	5,090.35
CHAPARRAL SURVEYING LLC	05272026	07/23/2026	SURVEYING FR MONITORING...	506-4005-48598	4,267.50
AMAZON CAPITAL SERVICES I...	1PG6-WPVL-NNDC	07/23/2026	HEAVY DUTY OFFICE CHAIRS	506-4005-44606	239.99
UNIFIRST HOLDINGS INC DBA ...	2880395122	07/23/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	38.13
UNIFIRST HOLDINGS INC DBA ...	2880397282	07/23/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	33.48
AMAZON CAPITAL SERVICES I...	13KJ-GR7R-313Q	07/31/2026	PALLET OF WATER 48 CASES	506-4005-44606	334.50
MARLIN LEASING CORPORATI...	42382456	07/31/2026	WASTE WATER OPEN PO FY26...	506-4005-43465	249.74
DOCUMENT SOLUTION INC	425683	07/31/2026	WASTE WATER DEPT SHARP ...	506-4005-43465	64.26
VERIZON WIRELESS	6148661325	07/31/2026	WASTE WATER DEPT OPEN FY...	506-4005-43775	362.14
EUROFINS ENVIRONMENTAL ...	8850040543	07/31/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850040545	07/31/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850040778	07/31/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850040886	07/31/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850040891	07/31/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
TYLER TECHNOLOGIES INC	CI100-00285919	07/31/2026	WW PORTION	506-4005-43815	11,817.12
USA BLUEBOOK	INV01104863	07/31/2026	3 CASES OF WHITE PAINT	506-4005-44607	138.24
SUPERIOR WEED AND PEST C...	INV-2026-007	07/31/2026	WEED CONTROL FOR WWTP ...	506-4005-47415	2,137.50
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	WASTE WATER DEPT	506-4005-41226	207.31
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	WASTE WATER DEPT	506-4005-41226	207.31
TRIHEDRAL INC	S/N 62783, 62784	07/31/2026	VTSCADA 5K SYSTEM	506-4005-48598	2,077.12
Fund 506 - WWTP Total:					47,268.46

Fund: 508 - Golf Course

MASEK ROCKY MOUNTAIN GO...	109873	07/10/2026	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28
MASEK ROCKY MOUNTAIN GO...	297184	07/10/2026	GOLF CART LEASE FY 24-25 M...	508-4303-43465	13.12
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	GOLF COURSE	508-4303-41226	85.87
MASEK ROCKY MOUNTAIN GO...	02-110532	07/31/2026	OPEN PO GOLF CART LEASE F...	508-4303-43465	979.28
MARLIN LEASING CORPORATI...	42382456	07/31/2026	GOLF COURSE OPEN PO FY26/...	508-4303-43465	249.74
DOCUMENT SOLUTION INC	425683	07/31/2026	GOLF COURSE SHARP OVERA...	508-4303-43465	10.84
SANCO OIL LLC	52887	07/31/2026	DIESEL PURCHASE FOR GOLF ...	508-4303-43316	1,124.98
VERIZON WIRELESS	6148661325	07/31/2026	GOLF COURSE OPEN PO FY26/...	508-4303-43775	61.91
TALON SEPTIC & POTTY SERVI...	13989	07/31/2026	OPEN PO FOR PORTA POT RE...	508-4303-43465	100.00
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	GOLF COURSE	508-4303-41226	85.87
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	GOLF COURSE	508-4303-41226	85.87
Fund 508 - Golf Course Total:					3,776.76

Fund: 509 - Muni Airport

TECH 45 AIRPORT MANAGEM...	001138	07/16/2026	MONTHLY MANAGEMENT AG...	509-4403-48598	20,434.40
WINDSTREAM CORPORATION	101112924 - 7/15/26	07/31/2026	AIRPORT OPEN PO FY26/27	509-4403-43775	455.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LYNNS LANDSCAPE	3469	07/31/2026	OPEN PO TROUBLESHOOT AN...	509-4403-43403	550.11
MARLIN LEASING CORPORATI...	42382456	07/31/2026	AIRPORT OPEN PO FY26/27	509-4403-43465	49.96
VERIZON WIRELESS	6148661325	07/31/2026	AIRPORT OPEN PO FY26/27	509-4403-43775	114.27
				Fund 509 - Muni Airport Total:	21,604.72
Fund: 600 - Internal Serv					
WEX BANK	113551237 - FL	07/10/2026	FUEL FOR SERVICE CENTER VE...	600-7003-43316	542.21
O'REILLY AUTO PARTS INC	2162-219183	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	78.96
O'REILLY AUTO PARTS INC	2162-219427	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	13.98
O'REILLY AUTO PARTS INC	2162-219428	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	36.72
SIERRA AUTO PARTS LLC	347373	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	6.91
SIERRA AUTO PARTS LLC	347439	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	52.08
SIERRA AUTO PARTS LLC	347464	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	206.51
SIERRA AUTO PARTS LLC	347516	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	19.96
SIERRA AUTO PARTS LLC	347663	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	38.13
SIERRA AUTO PARTS LLC	347687	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	90.00
SIERRA AUTO PARTS LLC	347715	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	295.60
SIERRA AUTO PARTS LLC	347730	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	23.98
SIERRA AUTO PARTS LLC	347733	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	24.64
SIERRA AUTO PARTS LLC	347779	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	160.31
SIERRA AUTO PARTS LLC	347780	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	325.56
SIERRA AUTO PARTS LLC	347798	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	39.95
SIERRA AUTO PARTS LLC	347885	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	339.28
SIERRA AUTO PARTS LLC	347901	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	113.95
SIERRA AUTO PARTS LLC	347902	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	45.98
SIERRA AUTO PARTS LLC	347915	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	241.51
SIERRA AUTO PARTS LLC	347918	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	18.07
SIERRA AUTO PARTS LLC	347924	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	22.16
SIERRA AUTO PARTS LLC	347925	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	4.50
SIERRA AUTO PARTS LLC	347962	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	123.99
SIERRA AUTO PARTS LLC	348050	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	104.42
SIERRA AUTO PARTS LLC	348072	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	75.19
SIERRA AUTO PARTS LLC	348085	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	59.96
SIERRA AUTO PARTS LLC	348089	07/10/2026	OPEN PO DRAWDOWN FOR S...	600-7003-47420	208.36
NM RETIREE HEALTH CARE	PPE 2026-06-26	07/10/2026	FLEET SERVICE CENTER	600-7003-41226	215.38
R J BORDER INTERNATIONAL LP	X400141518.01	07/10/2026	BRAKE PAD SET	600-7003-47420	730.84
R J BORDER INTERNATIONAL LP	X400141518.01	07/10/2026	SHIPPING & HANDLING	600-7003-47420	100.00
R J BORDER INTERNATIONAL LP	X400141518.01	07/10/2026	REAR SHOE SET	600-7003-47420	353.70
R J BORDER INTERNATIONAL LP	X400141518.01	07/10/2026	FRONT BRAKE CALIPER	600-7003-47420	670.96
R J BORDER INTERNATIONAL LP	X400141518.01	07/10/2026	REAR BRAKE DRUM	600-7003-47420	904.94
R J BORDER INTERNATIONAL LP	X400141518.01	07/10/2026	BRAKE MASTER CYLINDER	600-7003-47420	244.61
BORDER RECAPING LLC	26-0369024-003	07/23/2026	OPEN PO DRAWDOWN FOR TI...	600-7003-44626	220.10
SIERRA AUTO PARTS LLC	6016-348399	07/23/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	21.19
SIERRA AUTO PARTS LLC	6016-348400	07/23/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	19.99
SIERRA AUTO PARTS LLC	6016-348401	07/23/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	411.78
SIERRA AUTO PARTS LLC	6016-348402	07/23/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	140.96
SIERRA AUTO PARTS LLC	6016-348469	07/23/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	8.31
SIERRA AUTO PARTS LLC	6016-348473	07/23/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	93.91
O'REILLY AUTO PARTS INC	2162-220621	07/30/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	30.52
M & M INDUSTRIES INC	140311	07/31/2026	RE-CHROME CYLINDER ASSE...	600-7003-47420	2,426.22
M & M INDUSTRIES INC	140311	07/31/2026	FREIGHT&HANDLING	600-7003-47420	113.16
FOUR RIVERS INC	1963902	07/31/2026	SHIPPING/HANDLING	600-7003-47420	35.00
FOUR RIVERS INC	1963902	07/31/2026	SPRING	600-7003-47420	17.82
O'REILLY AUTO PARTS INC	2162-220623	07/31/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	55.32
O'REILLY AUTO PARTS INC	2162-221752	07/31/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	30.24
O'REILLY AUTO PARTS INC	2162-221822	07/31/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	115.85
O'REILLY AUTO PARTS INC	2162-221823	07/31/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	57.64
O'REILLY AUTO PARTS INC	2162-222221	07/31/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	498.47
MARLIN LEASING CORPORATI...	42382456	07/31/2026	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.92
DOCUMENT SOLUTION INC	425683	07/31/2026	SERVICE CENTER SHARP OVER...	600-7003-43465	20.43
VERIZON WIRELESS	6148661325	07/31/2026	SERVICE CENTER OPEN PO FY...	600-7003-43775	227.21

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2026-07-10	07/31/2026	FLEET SERVICE CENTER	600-7003-41226	215.38
NM RETIREE HEALTH CARE	PPE 2026-07-24	07/31/2026	FLEET SERVICE CENTER	600-7003-41226	215.38
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	AIR COMPRESSOR	600-7003-47420	1,496.86
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	ENGINE DIAG- EST TI REBUILD...	600-7003-47420	2,687.50
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	ENGINE DIAG	600-7003-47420	1,827.50
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	ENGINE DIAG - EST TO REPLA...	600-7003-47420	1,827.50
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	VALVE SECT BODY LIFT	600-7003-47420	1,759.56
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	VALVE SECT TAILGATE	600-7003-47420	1,700.96
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	SHOP SUPPLIES	600-7003-47420	961.05
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	ENGINE DIAG- R&R ORING FO...	600-7003-47420	645.00
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	AIR DRYER CORE	600-7003-47420	-187.50
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	SEALING RING	600-7003-47420	5.76
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	SCREW	600-7003-47420	13.68
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	LINE	600-7003-47420	42.11
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	DEN ALCOHOL	600-7003-47420	44.56
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	COOLANT	600-7003-47420	68.68
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	HOSE	600-7003-47420	70.85
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	VALVE COVER GASKET	600-7003-47420	97.49
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	SHIPPING AND HANDLING	600-7003-47420	150.00
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	SHIPPING AND HANDLING	600-7003-47420	150.00
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	PVG 100 TIE ROD SEAL KIT	600-7003-47420	646.72
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	AIR DRYER CORE	600-7003-47420	187.50
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	LINE	600-7003-47420	198.74
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	PVG 32/100	600-7003-47420	223.02
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	ENGINE DIAG CAM SENSOR	600-7003-47420	322.50
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	SOLENOID SEAL KOT	600-7003-47420	407.10
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	SEAL KIT	600-7003-47420	450.00
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	SEAL KIT MANUAL	600-7003-47420	458.34
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	ENGINE DIAG OIL LEAK	600-7003-47420	537.80
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	BREATHER FILTER	600-7003-47420	614.75
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	AIR DRYER	600-7003-47420	638.30
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	CLAMP	600-7003-47420	194.10
R J BORDER INTERNATIONAL LP R400038066.01		07/31/2026	ENGINE DIAG COOLANT LEAK	600-7003-47420	161.25
R J BORDER INTERNATIONAL LP X400143422.01		07/31/2026	OPEN PO FOR PARTS FOR FY 2...	600-7003-47420	712.29
				Fund 600 - Internal Serv Total:	30,697.07
				Grand Total:	3,266,957.24

Report Summary**Fund Summary**

Fund	Payment Amount
101 - General	670,163.16
201 - Corrections	550.00
209 - Fire	5,642.55
214 - Lodgers Tax	18,336.71
216 - Muni Street	12,987.41
294 - State Library	396.98
295 - Muni Pool	8,288.41
296 - PD GRT	1,429.90
299 - SPECIAL REVENUE FUNDS	4,731.67
303 - Vet Wall	300.35
304 - Senior Grants	89,987.00
321 - WATER SYSTEM IMPROVEMENTS	879,940.14
360 - NMFA PROJECTS	300,050.70
380 - OTHER STATE FUNDED PROJECTS	416,129.33
403 - Pledge State DEBT SERVICE	39,233.43
502 - UTILITY OFFICE-UTILITY BILLING	23,572.93
503 - Electric	532,067.87
504 - Water	39,013.03
505 - Solid Waste	120,788.66
506 - WWTP	47,268.46
508 - Golf Course	3,776.76
509 - Muni Airport	21,604.72
600 - Internal Serv	30,697.07
Grand Total:	3,266,957.24

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42310	PER DIEM-GOVERNING ...	1,165.79
101-1000-43597	ATTORNEY FEES-GOVER...	4,362.63
101-1000-43598	PROFESSIONAL SERV-G...	1,619.06
101-1000-43770	SUBSCRIPTION & DUES	10,000.00
101-1000-43775	TELEPHONE	154.88
101-1000-45607	CLAIMS, JUDGEMENTS, ...	189.75
101-1001-41226	RETIREE INSURANCE	535.62
101-1001-43316	FUEL	52.09
101-1001-43465	RENT OF EQUIPMENT	391.07
101-1001-43770	SUBSCRIPTION & DUES	2,271.15
101-1001-43775	TELEPHONE	231.71
101-1001-48599	OTHER CONTRACTUAL S...	4,875.00
101-1003-41226	RETIREE INSURANCE	936.35
101-1003-42720	EMPLOYEE TRAINING-OF...	250.00
101-1003-43316	FUEL	229.20
101-1003-43465	RENT OF EQUIPMENT	762.51
101-1003-43770	SUBSCRIPTION & DUES	600.00
101-1003-43771	SUBSCRIPTION & DUES - ...	1,999.35
101-1003-43775	TELEPHONE	323.14
101-1004-41226	RETIREE INSURANCE	1,067.23
101-1004-43465	RENT OF EQUIPMENT	766.25
101-1004-43775	TELEPHONE	218.77
101-1004-43815	SOFTWARE LIC/SOFTWA...	12,445.69
101-1004-44606	OFFICE SUPPLIES	1,991.54
101-1004-48599	OTHER CONTRACTUAL S...	2,383.71
101-1006-41226	RETIREE INSURANCE	529.85
101-1006-43775	TELEPHONE	141.93
101-1006-48598	PROFESSIONAL SERVICES	1,053.80
101-1007-41226	RETIREE INSURANCE	3,892.13
101-1007-43316	FUEL	9,660.83

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43465	RENT OF EQUIPMENT	904.74
101-1007-43740	PRINTING/PUBLISHING	167.96
101-1007-43770	SUBSCRIPTION & DUES	50.00
101-1007-43775	TELEPHONE	1,033.33
101-1007-43815	SOFTWARE	11,817.12
101-1007-48599	OTHER CONTRACTUAL S...	70,396.75
101-1008-41226	RETIREE INSURANCE	376.50
101-1008-43316	FUEL	734.92
101-1008-43775	TELEPHONE	59.46
101-1009-41226	RETIREE INSURANCE	539.85
101-1009-43316	FUEL	1,246.00
101-1009-43465	RENT OF EQUIPMENT	1,352.79
101-1009-43770	SUBSCRIPTION & DUES	250.00
101-1009-43775	TELEPHONE	126.21
101-1009-44607	FIELD SUPPLIES-MUNI R...	662.05
101-1010-41226	RETIREE INSURANCE	314.39
101-1010-43740	PRINTING/PUBLISHING	105.90
101-1010-43770	SUBSCRIPTION & DUES	3,360.00
101-1010-43775	TELEPHONE	43.21
101-1010-44606	OFFICE SUPPLIES	21.56
101-1013-41226	RETIREE INSURANCE	264.76
101-1013-43316	FUEL	167.99
101-1014-41226	RETIREE INSURANCE	485.03
101-1014-43316	FUEL	652.92
101-1014-43403	REGULAR BUILDING MA...	1,074.00
101-1014-43465	RENT OF EQUIPMENT	88.27
101-1014-43775	TELEPHONE	100.63
101-1014-44607	FIELD SUPPLIES-FACILITY...	304.80
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	720.36
101-1016-43775	TELEPHONE	119.49
101-1016-44613	NON-CAPITAL ITEMS	170.95
101-1018-43780	UTILITIES	65,019.86
101-1018-46734	NMSIF INSURANCE	440,676.51
101-1099-34348	RENT OF PUBLIC FACILIT...	1,600.00
201-1903-48710	CARE OF PRISONERS-SIE...	550.00
209-1603-43316	FUEL	607.03
209-1603-43465	RENT OF EQUIPMENT	501.36
209-1603-43775	TELEPHONE	268.53
209-1603-43780	UTILITIES	1,138.63
209-1603-43815	SOFTWARE LIC/SOFTWA...	3,127.00
214-2503-41226	RETIREE INSURANCE	167.46
214-2503-44608	FIELD SUPPLIES - GOLF ...	355.49
214-2540-43775	TELEPHONE	61.91
214-2540-60725	NON PROMOTIONAL SU...	4,910.35
214-2560-60725	PROMOTIONAL SUB-REC...	12,841.50
216-4503-41226	RETIREE INSURANCE	859.70
216-4503-43316	FUEL	2,868.10
216-4503-43465	RENT OF EQUIPMENT	207.40
216-4503-43550	ROADWAY MAINTENAN...	8,883.13
216-4503-43775	TELEPHONE	169.08
294-5003-60834	STATE LIBRARY GRANT-...	396.98
295-4803-43465	RENT OF EQUIPMENT	49.96
295-4803-43775	TELEPHONE	68.45
295-4803-44607	FIELD SUPPLIES-MUNI P...	8,170.00
296-2403-43999	OPERATING COSTS	1,131.20
296-2403-48598	PROFESSIONAL SERVICES	298.70
299-7051-48710	Professional Serv -BFAS ...	453.01

Account Summary

Account Number	Account Name	Payment Amount
299-7067-48598	Professional Serv-NM VE...	4,278.66
303-4703-43775	TELEPHONE	300.35
304-7072-80810	SJOA VEHICLE A24-IS393	89,987.00
321-7017-80860	INFRASTRUCTURE-WSPI-...	848,582.94
321-7042-80860	INFRASTRUCTURE-WSPI-...	31,357.20
360-7044-45600	ENTITY MATCH	1,000.00
360-7044-80860	INFRASTRUCTURE	66,949.33
360-7045-45600	ENTITY MATCH	101.00
360-7045-80860	INFRASTRUCTURE	912.87
360-7048-80860	INFRASTRUCTURE WPF-...	231,087.50
380-7020-80860	MAINSTREET IMPROVE...	36,555.91
380-7034-80860	INFRASTRUCTURE	36,314.20
380-7055-80860	INFRASTRUCTURE -A23...	257,387.69
380-7058-80860	INFRA-NMDOT C024500...	83,505.83
380-7064-80860	INFRASTRUCTURE WW T...	2,365.70
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.76
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,222.89
403-1203-90905	DEBT SERVICE PRINCIPAL...	2,579.33
403-1203-90910	DEBT SERVICE INTEREST	13,141.87
502-3601-41226	RETIREE INSURANCE	672.34
502-3601-43316	FUEL	48.01
502-3601-43465	RENT OF EQUIPMENT	852.53
502-3601-43735	POSTAGE & MAIL SERVI...	10,000.00
502-3601-43775	TELEPHONE	182.93
502-3601-43815	SOFTWARE LIC/SOFTWA...	11,817.12
503-3702-41226	RETIREE INSURANCE	1,366.26
503-3702-42620	UNIFORM/LINEN-ELECTR...	489.89
503-3702-43316	FUEL	2,038.40
503-3702-43465	RENT OF EQUIPMENT	142.00
503-3702-43770	SUBSCRIPTION & DUES	1,860.00
503-3702-43775	TELEPHONE	356.41
503-3702-43815	SOFTWARE LIC/SOFTWA...	11,817.12
503-3702-44606	OFFICE SUPPLIES	1,116.69
503-3702-44607	FIELD SUPPLIES	16,604.98
503-3702-48598	PROFESSIONAL SERVICES	3,040.00
503-3702-50795	WHOLESALE POWER CO...	493,236.12
504-3803-41226	RETIREE INSURANCE	785.79
504-3803-42620	UNIFORM/LINEN-WATER..	109.11
504-3803-43316	FUEL	1,622.09
504-3803-43465	RENT OF EQUIPMENT	49.96
504-3803-43775	TELEPHONE	247.83
504-3803-43797	WATER CONSERVATION...	1,586.97
504-3803-43815	SOFTWARE LIC/SOFTWA...	13,414.12
504-3803-44605	CHEMICALS/LABORATO...	100.00
504-3803-44606	OFFICE SUPPLIES	574.49
504-3803-44607	FIELD SUPPLIES-WATER ...	3,457.60
504-3803-47415	MAINTENANCE--REPAIRS..	2,137.50
504-3803-48598	PROFESSIONAL SERVICES	14,927.57
505-3904-41226	RETIREE INSURANCE	1,754.78
505-3904-43316	FUEL	6,462.88
505-3904-43465	RENT OF EQUIPMENT	187.88
505-3904-43775	TELEPHONE	138.02
505-3904-43815	SOFTWARE LIC/SOFTWA...	11,817.12
505-3904-45601	WASTE DISPOSAL	91,751.23
505-3904-48599	OTHER CONTRACTUAL S...	8,676.75
506-4005-41226	RETIREE INSURANCE	615.53
506-4005-42620	UNIFORM/LINEN-WAST...	109.11

Account Summary

Account Number	Account Name	Payment Amount
506-4005-43316	FUEL	1,875.77
506-4005-43465	RENT OF EQUIPMENT	314.00
506-4005-43775	TELEPHONE	362.14
506-4005-43815	SOFTWARE LIC/SOFTWA...	13,414.12
506-4005-44605	CHEMICALS/LABORATO...	3,374.04
506-4005-44606	OFFICE SUPPLIES	574.49
506-4005-44607	FIELD SUPPLIES-WASTE...	206.35
506-4005-47415	MAINTENANCE--REPAIRS..	2,137.50
506-4005-48598	PROFESSIONAL SERVICES	19,195.06
506-4005-48798	VILLAGE OF WILLIAMSB...	5,090.35
508-4303-41226	RETIREE INSURANCE	257.61
508-4303-43316	FUEL	1,124.98
508-4303-43465	RENT OF EQUIPMENT	2,332.26
508-4303-43775	TELEPHONE	61.91
509-4403-43403	REGULAR BUILDING MA...	550.11
509-4403-43465	RENT OF EQUIPMENT	49.96
509-4403-43775	TELEPHONE	570.25
509-4403-48598	PROFESSIONAL SERVICES	20,434.40
600-7003-41226	RETIREE INSURANCE	646.14
600-7003-43316	FUEL	542.21
600-7003-43465	RENT OF EQUIPMENT	95.35
600-7003-43775	TELEPHONE	227.21
600-7003-44626	VEHICLE TIRES	220.10
600-7003-47420	MAINTENANCE-VEHICLE...	28,966.06
	Grand Total:	3,266,957.24

Project Account Summary

Project Account Key	Payment Amount
None	3,266,957.24
Grand Total:	3,266,957.24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: F.6

SUBJECT: Take Home Vehicle Form: Police Department

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for Brandon Torres in the Police Department. His commute is 19 miles.

Recommendation:

Approve take home vehicle form.

Attachments:

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-26



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.1

SUBJECT: Discussion/Action: Approval of a Private Street Name – H. Bartoo Street

DEPARTMENT: Community Development

DATE SUBMITTED: August 6, 2026

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Bartoo Sand & Gravel, Inc., owner of a private roadway located on Parcel No. 3023079317059, has submitted an application requesting recognition of the private roadway as H. Bartoo Street. The requested street name will be used for 911 addressing, emergency response, utility services, mail delivery, and other governmental purposes. Recognition of the private street name does not dedicate the roadway to public use or obligate the City to maintain the roadway. The roadway will remain privately owned and maintained, and the City assumes no responsibility for ownership, maintenance, repair, or private access rights. The applicant has also submitted the required Private Road Access Acknowledgement identifying the roadway owner and the benefited properties served by the private roadway. Commission approval will authorize the official recognition of the private street name for addressing and emergency service purposes only.

Recommendation:

Approve the request to recognize the private roadway identified on Parcel No. 3023079317059 as H. Bartoo Street

Attachments:

- Application
- Parcel Map

Fiscal Impact (Finance): No

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-12-26

CITY OF TRUTH OR CONSEQUENCES

PRIVATE STREET NAME APPLICATION

Purpose

Use this application to request recognition of a private roadway name for 911 addressing, emergency response, utility services, mail delivery, and other governmental purposes. Approval of a private street name does not dedicate the roadway to public use or obligate the City to maintain the roadway.

NOTE: This application must be submitted by the owner of the private roadway or an authorized representative. Proof of ownership or written authorization must accompany this application.

Applicant Information

Property Owner: Bartoo Sand & Gravel, Inc

Authorized Representative (if applicable): Jared Bartoo

Mailing Address: PO Box 37169

City/State/Zip: T.O.C., NM. 87901

Phone: 575.894.7181 Email: hbar2sg@gmail.com

Property Information

Roadway Parcel Number(s): 3023079317059

Benefitted Parcel Number(s): _____

Current Road Name (if any): _____

Requested Road Name: H. Bartoo St.

Alternate Road Name (Optional): _____

Reason for Request (check all that apply)

☒ 911 Address Assignment

☒ Emergency Response

☒ Utility Services

☒ Mail Delivery

☐ Development of Adjacent Property

☐ Other: _____

Applicant Certification

I certify that I am the owner of the private roadway identified in this application, or I am authorized to submit this request on behalf of the property owner. I request that the City of Truth or Consequences recognize the proposed private street name for addressing purposes.

I understand and acknowledge that:

- Approval of a private street name does not dedicate the roadway to public use.
- The roadway will remain privately owned and privately maintained.
- The City assumes no responsibility for ownership, maintenance, repair, or liability associated with the roadway.
- Approval is subject to administrative review and final approval by the City Commission.

Printed Name: Jared Bartoo

Title (if applicable): Vice President

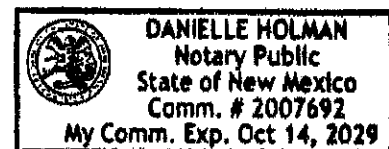
Signature: Jared Bartoo Date: 7-17-2020

Notary Acknowledgment
STATE OF NEW MEXICO
COUNTY OF SIERRA

This instrument was acknowledged before me on the 17 day of July, 2020
by Jared Bartoo.

☒ Personally known to me
OR

☐ Produced the following identification:



Danielle Holman
Notary Public

My Commission Expires: Oct 14, 2029

CITY OF TRUTH OR CONSEQUENCES
PRIVATE ROAD ACCESS ACKNOWLEDGMENT

Private Road Name: H. Bartoo St.

Roadway Parcel No.: 3023079317059

The undersigned property owners acknowledge the following:

1. Bartoo Sand & Gravel owns the private roadway identified above.
2. The property owners listed below have agreed among themselves regarding access to their respective properties using this private roadway.
3. The City of Truth or Consequences is not a party to any private access agreement and is not responsible for determining, enforcing, or resolving property access rights.
4. The City is accepting this acknowledgment solely for the purpose of assigning property addresses and recognizing the private road name for emergency services, utility services, mail delivery, and other governmental purposes.
5. Recognition of the private road name does **not** dedicate the roadway to public use or make it a City-maintained street.
6. Any future questions or disputes regarding access or maintenance of the roadway shall be resolved solely by the private property owners.

ROADWAY OWNER

Bartoo Sand & Gravel

Signature: Jared Bartoo

Printed Name: Jared Bartoo

Date: 7-17-26

BENEFITTED PROPERTY OWNER

Parcel No. 3023079284193

Owner: Whitehead Properties

Signature: _____

Date: _____

BENEFITTED PROPERTY OWNER

Parcel No. 2879093667191

Owner: Persnickety Garage

Signature: _____

Date: _____

BENEFITTED PROPERTY OWNER

Parcel No. 2878573667187

Owner: Ready Rigs Towing

Signature: _____

Date: _____

CITY ACKNOWLEDGMENT

The City of Truth or Consequences acknowledges receipt of this document for administrative purposes only. The City does not approve or guarantee private access rights and assumes no responsibility for the ownership, maintenance, or use of the private roadway.

City Representative: _____

Title: _____

Date: _____



3023079242144

3023079284158

3023079242161

63

73

83

3023079284193

3023079257195

2879093667191

211

3023079259224

30230

3023079253230

2879163667133

2878883667126



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 22, 2026

Agenda Item #: G.2

SUBJECT: ITB #2026-06-012 Road Materials Contract Award- Bartoo Sand & Gravel, Inc.

DEPARTMENT: Finance

DATE SUBMITTED: August 5, 2026

SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer

WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

ITB #2026-06-012 Road Materials. Single Source Award. Please, see attached:

Recommendation:

Approval Recommended by Chief Procurement Officer and Chief Finance Officer

Attachments:

- Letter from Chief Procurement Officer
- CONTRACT #2026-06-012 BARTOO SAND & GRAVEL, INC.

Fiscal Impact (Finance): Yes

- Please review the Pricing Agreement.

Legal Review (City Attorney): N/A

Yes.

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 8-12-26

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 Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

August 5, 2026

To City Mayor, Pro-Tem and Commissioners.

The Finance/Procurement Department have done their diligence with the task of assessing the ITB #2026-06-012 Road Materials. This is an 8-year services agreement, with 3% and 2% increases for the multi-years. Following the ITB process, and Bartoo Sand & Gravel, Inc, being the only bidder; we have issued a single source award, based on the needs for the road materials needed for the city.

The ITB was issued in accordance with the City's and State's New Mexico Procurement Code guidelines and have been processed in accordance to the rules. The contract supersedes any prior agreements and will commence on the new FY 26/27.

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

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____

APPENDIX A PRICING AGREEMENT

Relationship of City ("Owner") and the successful Contractors - The successful Contractor accept a relationship of trust and confidence between itself and Truth or Consequences. The Contractor shall agree to furnish his/her/its' best skill and best judgment and to cooperate with City, any and all regulatory agencies, and any design professionals associated with the oversight and funding of each project to be awarded as a result of this Invitation To Bid solicitation. The successful Contractor shall furnish efficient Contractor reviews, business administration, field supervision and shall use his/her/its' best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the City, and in strict conformity with all funding requirements, State, Federal and local rules, laws and regulations.

This ITB contains specific requests for information. In responding to this ITB, Bidders are encouraged to provide additional information if Bidder believes that information is to be relevant.

Reference Truth or Consequences Agreement #: ITB #2026-06-012 ROAD MATERIALS

OWNER: Truth or Consequences

CONTRACTOR: Bartoo Sand and GRAVEL, INC.

In addition to the terms and conditions of the above referenced Truth or Consequences Agreement, the terms and conditions of this release are those contained in:

Document

Title

ITB #2026-06-012

ROAD MATERIALS PRICING AGREEMENT

(list other conditions)

Number

Date

Pages

NOT TO EXCEED FEE PROPOSAL:

Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents to be supported with an attached fee/cost break down in the format of divisions and major subdivisions, as applicable, used by the Construction Specifications Institute (CSI).

PRICING AGREEMENT
ITB#2026-06-012

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between Truth or Consequences, in New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "City"), and Barton Sand and Gravel, Inc.; (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the City issued a Request for Bids for a Price Agreement for Road Materials, ITB No. 2026-06-012; and

WHEREAS, the Contractor submitted its bid, dated _____, 2026, in response to ITB No. 2026-06-012; and

WHEREAS, the City desires to engage the Contractor to render certain goods and services in connection therewith, and the Contractor is willing to provide such goods and services.

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

1. Scope

The Contractor shall be required to provide Road Material required on an as needed basis to the City in accordance with following specifications and minimum requirements for the required material. Procurement of the referenced material shall be on an as needed basis with no guaranty of any quantities implied. (See the attached scope of work and applicable specifications)

2. Term

This Service Agreement shall become effective upon the date of final execution of the Agreement and shall be for one (1) year base period with Eight (8) one-year options not to exceed an Eight-(8) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement.

3. Use of Agreement

With the consent of the contractor, other Central Purchasing Offices (NMSA 1978, §13-1-27) may purchase under this Agreement, provided that the service is under the same terms and conditions as stated herein, unless a lower price is agreed to between the City and the Contractor.

4. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the City shall have the right to cancel the Agreement. The City reserves the right to recover any excess cost incurred by the

City to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the City pursuant to the terms of this Agreement and law.

Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the City Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the City Commission, any agreement resulting from this Request for Bids may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest this Agreement shall cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of City

The City may terminate this Agreement at any time by giving at least thirty (30) calendar days' notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for materials and services rendered until the point of termination.

6. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the City at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

8. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the City agrees to pay the Contractor for work satisfactorily completed in the amount listed in Exhibit A of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope;
- B. Method of Payment: Such amount shall be processed for payment by the City to the Contractor upon completion of work in a manner satisfactory to the City, and upon receipt by the City of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the City. Invoices shall

be submitted on a monthly basis to the Road Department. Payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the City for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City, as a result of this Agreement. The City shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

10. Personnel

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

11. Limitations on Subcontracting

The Contractor shall not subcontract more than forty-nine (49%) of the work to be performed under this Agreement or forty-nine (49%) of the total original bid amount under this Agreement, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signatory to this Agreement. The Contractor shall perform, with his/her/its own organization, the work under this Agreement. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Agreement. The Contractor shall update the list of subcontractors and

material suppliers as the work progresses such that the City shall have at all times, a current and accurate list of subcontractors and the work which they will perform, or are performing, and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the City. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the City of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Agreement or the privity of the Contracting Agency with the Contractor and no bond, insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Agreement.

12. Indemnity

The Contractor hereby agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the City, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the City, its officers, agents and employees.

Receipt by the City of the Contractor's services under this Agreement, review by the City of any Plans, Specifications and documents by the Contractor, and City authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the City or as the giving of instructions or directions by the City. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

13. Insurance

Until final acceptance by the City of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment

and employees, agents and subcontractors therefrom, and shall name the City as an additional insured.

If part of the Agreement with the City is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the City as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract a Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The policies will be written with the City as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the City if a policy has been materially changed or canceled. The City shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

A. 1. Workers Compensation – Statutory

2. Employers Liability - \$1,000,000

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of any Agreement with the City. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the City may be terminated effective immediately.

B. Commercial General Liability with ISO CG0001 07/98

1. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
2. Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate
3. Property Damage Liability Insurance shall not exclude (XCU)
4. Pollution Legal Liability: \$1,000,000 Each Occurrence

C. Business Automobile Liability

1. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA0001 07/98
2. Pollution Liability (MCS90) for Transportation exposure (if applicable):
\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

D. Independent Contractors: Included

E. Contractual Liability: Included

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement for each annual period, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the City, such limits shall be certified and shall apply to the coverage afforded the City under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

The Contractor shall not commence any work under this Agreement until the proper insurance has been obtained and the proper certificates (or policies) have been submitted to the City.

14. Approval of Insurance

The Contractor or subcontractor(s) shall not deliver any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the City, adding the City as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the City shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

15. Increased Limits

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the City may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

16. Reports and Information

At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement.

17. Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

18. Record Ownership

It shall be clearly understood and agreed between the parties that the City is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

19. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

21. Confidentiality

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

22. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

23. Scope of Agreement

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 understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

24. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the City is:

The official address of the Contractor is:

City of Truth or Consequences

505 Sims Street

Truth or Consequences, NM 87901

25. Compliance with Applicable Law

Contractor shall comply with State of New Mexico, federal, municipal and county laws, rules and ordinances.

26. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

27. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

28. Changes

The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignment

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City thereto.

30. 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.

31. Enforcement

The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. Penalties

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

33. 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.

34. Ownership of Document

The City is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

BID FORM
Truth or Consequences

City of Truth or Consequences is currently requesting sealed bids for the establishment of a multi-year pricing agreement for Road Material required on an "as needed" basis.

From: Barstow Sand and Gravel, Inc.

Name of Bidder

Truth or Consequences, NM 87901

City, State & Zip

State Taxation & Revenue Department Taxpayer Identification Number: 01-829817-006

Federal Taxpayer Identification Number: 85-0256-743

Responding to Invitation for Bid No. ITB#2026-06-012 due not later than 2:00 pm, July 16, 2026, the undersigned Bidder agrees to furnish, deliver and install the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

BID AS FOLLOWS:

****NOTE, Bid Amounts - Bidders are required to identify and include, within Base Bid amount bid, any and all costs associated with the purchase, delivery and installation (i.e., labor, materials, equipment, supplies, inspections, minimum warranty, freight, delivery, registration, licensing, testing, set up, etc.), less applicable New Mexico Gross Receipts Tax.**

This bid will be awarded based upon the total amount bid as written in words. Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

ITB #2026-06-012
ROAD MATERIALS
PRICING AGREEMENT

Payment terms (OPTIONAL): Bidder offers a 0 % discount for payments made within 30 days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

Provide a list of references, a minimum of three (3) local customers that have purchased similar equipment through your company.

Provide a statement of qualifications, including a description of your experience in the sale of road materials.

PRICING FOR ROAD CONSTRUCTION MATERIALS

SECTION 1 ASPHALT HOT MIX

COST PER TON

ASPHALT HOT MIX AT PLANT (PER TON)	\$ 99 ⁰⁰
ASPHALT HOT MIX DELIVERED TO SITE (PER TON)	\$ 101 ⁰⁰
ASPHALT HOT MIX DELIVERED AND PLACED (PER TON)	\$ 135 ⁰⁰
ANTI-STRIPPING AGENT (PER TON)	\$ 0 included

SECTION 2 SUPER PAVE MIX

COST PER TON

SUPER PAVE MIX AT PLANT (PER TON)	\$ 99 ⁰⁰
SUPER PAVE MIX DELIVERED TO SITE (PER TON)	\$ 101 ⁰⁰
SUPER PAVE MIX DELIVERED AND PLACED (PER TON)	\$ 135 ⁰⁰
ANTI-STRIPPING AGENT (PER TON)	\$ 0 included

SECTION 3 ASPHALT COLD MIX

COST PER TON

ASPHALT COLD MIX AT PLANT (PER TON)	\$ 95 ⁰⁰
ASPHALT COLD MIX DELIVERED TO SITE (PER TON)	\$ 90 ⁰⁰
ASPHALT COLD MIX DELIVERED AND PLACED (PER TON)	\$ 130 ⁰⁰
ANTI-STRIPPING AGENT (PER TON)	\$ 0 included

SECTION 4 BASE COARSE 1"

COST PER TON

BASE COARSE AT PLANT (PER TON)	\$ 17 ⁵⁰
BASE COARSE DELIVERED TO SITE (PER TON)	\$ 19 ⁵⁰

SECTION 5 CHIPS

COST PER TON

CHIPS 1/2" AT PLANT (PER TON)	\$ 27 ⁰⁰
CHIPS 1/2" DELIVERED TO SITE (PER TON)	\$ 29 ⁰⁰
CHIPS 3/8" AT PLANT (PER TON)	\$ 25 ⁰⁰
CHIPS 3/8" DELIVERED TO SITE (PER TON)	\$ 27 ⁰⁰

SECTION 6 REDI-MIX

COST PER YARD

2500 PSI DELIVERED (PER YARD)	\$ Not Available
3000 PSI DELIVERED (PER YARD)	\$ 185 ⁰⁰
3500 PSI DELIVERED (PER YARD)	\$ 195 ⁰⁰
4000 PSI DELIVERED (PER YARD)	\$ 205 ⁰⁰
FIBER (PER YARD)	\$ 8 ⁰⁰
AER (PER YARD)	\$ 3 ⁰⁰
RETARDER (PER YARD)	\$ 3 ⁰⁰

ITB #2026-06-012
ROAD MATERIALS
PRICING AGREEMENT

SUPER P (PER YARD)	\$ 14 ⁰⁰
TEMP CONTROLS (PER YARD)	\$ 0 included

SECTION 7 FLOWABLE FILL

COST PER YARD

FLOWABLE FILL DELIVERED TO SITE (PER YARD)	\$ 140 ⁰⁰
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SECTION 8 - CRUSHER FINES

COST PER TON

CRUSHER FINES DELIVERED TO SITE (PER TON)	\$ 14 ⁰⁰
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SECTION 9 PEA GRAVEL

COST PER TON

PEA GRAVEL AT PLANT (PER TON)	\$ 30 ⁰⁰
PEA GRAVEL DELIVERED TO SITE (PER TON)	\$ 32 ⁰⁰

SECTION 10 SCREENED ROCK

COST PER TON

SCREENED ROCK AT PLANT (PER TON)	\$ 24 ⁰⁰
SCREENED ROCK DELIVERED TO SITE (PER TON)	\$ 24 ⁰⁰

SECTION 11 PLASTER SAND

COST PER TON

PLASTER SAND AT PLANT (PER TON)	\$ Not Available
PLASTER SAND DELIVERED TO SITE (PER TON)	\$ Not Available

SECTION 12 CONCRETE ROCK

COST PER TON

CONCRETE ROCK AT PLANT (PER TON)	\$ 25 ⁰⁰
CONCRETE ROCK DELIVERED TO SITE (PER TON)	\$ 27 ⁰⁰

SECTION 13 CONCRETE SAND

COST PER TON

CONCRETE SAND AT PLANT (PER TON)	\$ 25 ⁰⁰
CONCRETE SAND DELIVERED TO SITE (PER TON)	\$ 27 ⁰⁰

SECTION 14 FILL DIRT

COST PER TON

FILL DIRT AT PLANT (PER TON)	\$ 11 ⁰⁰
FILL DIRT DELIVERED TO SITE (PER TON)	\$ 13 ⁰⁰

SECTION 15 3/16" SCREENED SAND #4 MINUS

COST PER TON

SCREENED SAND AT PLANT (PER TON)	\$ 15 ⁰⁰
SCREENED SAND DELIVERED TO SITE (PER TON)	\$ 17 ⁰⁰

SECTION 16 RIP RAP

COST PER TON

RIP RAP AT PLANT (PER TON)	\$ 40 ⁰⁰
RIP RAP DELIVERED TO SITE (PER TON)	\$ 45 ⁰⁰

SECTION 17 SCALES

TRUCK SCALES	\$ 800
WEIGHT TICKET	\$ 200

SECTION 18 EQUIPMENT RENTAL

	PER HOUR
TRAILER (BELLY) DUMP <u>4</u> HR MINIMUM	\$ 125 ⁰⁰
10-WHEELER <u>4</u> HR MINIMUM	\$ 125 ⁰⁰
CHIP SPREADER <u>10</u> HR MINIMUM	\$ 300 ⁰⁰
ROLLERS <u>8</u> HR MINIMUM	\$ 125 ⁰⁰
SWEEPERS <u>6</u> HR MINIMUM	\$ 125 ⁰⁰

SECTION 19 MISCELLANEOUS CHARGES

FUEL CHARGE	\$ 30 ⁰⁰
DOUBLE DROP	\$ 80 ⁰⁰
DUMP TRUCK MINIMUM LOAD	\$ 4 TONS
WAIT TIME CHARGE	\$ 2 ⁰⁰ / per minute after 1 hour

Pricing listed above shall be firm for the one-year base period. Subsequent option periods shall not exceed escalation shown below:

<u>Option Year 1</u>	<u>3</u> % Material Escalation	<u>3</u> % Haul Escalation
<u>Option Year 2</u>	<u>3</u> % Material Escalation	<u>3</u> % Haul Escalation
<u>Option Year 3</u>	<u>2</u> % Material Escalation	<u>2</u> % Haul Escalation
<u>Option Year 4</u>	<u>2</u> % Material Escalation	<u>2</u> % Haul Escalation
<u>Option Year 5</u>	<u>2</u> % Material Escalation	<u>2</u> % Haul Escalation
<u>Option Year 6</u>	<u>2</u> % Material Escalation	<u>2</u> % Haul Escalation
<u>Option Year 7</u>	<u>2</u> % Material Escalation	<u>2</u> % Haul Escalation
<u>Option Year 8</u>	<u>2</u> % Material Escalation	<u>2</u> % Haul Escalation

In the interest of fairness and sound business practices, it is mandatory that Bidder state any exceptions to the specifications and/or scope of work. It is not the responsibility of the City to seek out information concerning the goods to be furnished. In the event your materials do not meet or exceed all of the stated specifications, you must so state on the space provided below, with an explanation.

I do ☒ meet specifications (check line as appropriate)

I do not meet specifications ____ (check line as appropriate)

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

35. BOARD OF CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES

Notices:

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

To: City of Truth or Consequences

Carlos Miyagishima, Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To: Bartoo Sand and Gravel, Inc.

Printed Name: Bartoo Sand and Gravel, Inc.
Address: 654 Hwy 181, T or C, NM 87901

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

Contractor Signature: _____ Date: _____
Jered Bartoo, Owner

By: _____ Date: _____
Gary Whitehead, City Manager

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 12 day of August 2026.

Rolf Hechler, Mayor

Attest:

Angels Torres
Truth or Consequences Clerk

Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____
Carlos Miyagishima, CPO
Truth or Consequences
Address: 505 Sims Street, Truth or Consequences, NM 87901

~ BID OPENING, SIGN IN SHEET- ALL FIELDS ARE MANDATORY- AS THEY WILL BE REFERENCED FOR COMMUNICATION. PLEASE, WRITE LEGIBLY~

Project:	ROAD MATERIALS FOR CITY OF TRUTH OR CONSEQUENCES	Date and Time:	7/16/2026 @ 2:15 PM
Facilitator:	CITY OF T OR C	Place/Room:	COMMISSION CHAMBERS

[illegible]



ITB #2026-06-012 - ROAD MATERIALS

Date & Time: 07/15/2026 @ 2:15 PM

FACILITATOR: CITY OF T OR C

Please, print clearly. Note: Any bids sent in after 2:00 PM shall be rejected and returned unopened.

DATE	NAME	NAME OF COMPANY OR BUSINESS	METHOD OF DELIVERY: FEDEX, UPS, POSTAL, OR HAND DELIVERD	STAFF INITIALS OF RECEIPT OF PACKAGE
7/16	Danielle Holman	Boston Sand & Gravel, Inc	Hand Delivered	

*PUBLIC BID OPENING @ 02:15 P.M. at Commission Chambers, located at 405 West Third in T or C, NM 87091



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.3a

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: August 6, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

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

Recommendation:

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

Attachments:

- Sourcewell Contract RFP #032824
- Water Fund - Other Capital Equipment-Vehicles
- 2026 CV Truck for Vac Trailer

Fiscal Impact (Finance): Yes

- \$ 93,674.70

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 8-12-26

*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 Hoeppner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

August 6, 2026

To City Mayor, Pro-Tem and Commissioners.

RE: 2026 CV TRUCK FOR VAC TRAILER

The Procurement Department along with the Water and Waste Water Department are requesting an approval amount of \$93,674.70, each department paying one half. They are utilizing a Sourcewell Contract RFP #032824, along with the Water Fund - Other Capital Equipment-Vehicles. This CV truck will be for the Vac. Trailer.

I will defer to Jaime Foreman, thank you.

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

\$93,674.70

Water Fund - Other Capital Equipment-Vehicles

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition : #96814

PROCUREMENTS \$60,000 AND OVER

2026-27 Fiscal Year

COMMISSION MEETING 07/22/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	R J BORDER INTERNATIONAL LP	CV TRUCK FOR VAC TRAILER	Carlos Miyagishima	Procurement	93,674.70	Water Fund - Other Capital Equipment- Vehicles
B.						
C.						
D.						
			TOTAL		\$93,674.70	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Mayor Date



REQUISITION

Requisition #: 96814

Date: 07/27/2026

Vendor #: 5883

ISSUED TO: R J BORDER INTERNATIONAL LP
RJ BORDER INTERNATIONAL LP
PO BOX 675130
DALLAS, TX 75267-5130

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 BASE CHASIS LIST		0.00 504-3803-80810	30,313.50
			506-4005-80810	30,313.50
2	0 OPTIONS LIST		0.00 504-3803-80810	11,044.00
			506-4005-80810	11,044.00
3	0 SOURCEWELL CONTRACT DISCOUNT		0.00 504-3803-80810	-3,000.00
			506-4005-80810	-3,000.00
4	0 FREIGHT		0.00 504-3803-80810	975.00
			506-4005-80810	975.00
5	0 TARRIFS OR RAW MATERIALS INCREASE		0.00 504-3803-80810	700.00
			506-4005-80810	700.00
6	0 CHASSIS HANDLING FEE		0.00 504-3803-80810	750.00
			506-4005-80810	750.00
7	0 SKIRTED FLAT BED WITH TOOLBOXES		0.00 504-3803-80810	5,357.00
			506-4005-80810	5,357.00
8	0 FLAT BED HANLDING FEE		0.00 504-3803-80810	267.85
			506-4005-80810	267.85
9	0 TITLE AND DOCUMENTS FEES		0.00 504-3803-80810	180.00
			506-4005-80810	180.00
10	0 MAKE READY		0.00 504-3803-80810	250.00
			506-4005-80810	250.00

PO Description: CV TRUCK FOR VAC TRAILER

Detailed Description:

CV TRUCK FOR VAC TRAILER
COMMISSION MEETING 8/12/2026

Authorized By: _____

SUBTOTAL:	93,674.70
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	93,674.70

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NV5 awarded formerly to Navistar, Inc now International Motors, LLC for new international truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Truth or Consequences	RU Border International
Contact:		Pete Dorr
Address:	505 Sims	2701 W Amador Ave.
City/State/Zip:	Truth or Consequences	Las Cruces NM 88005
Phone:	575-894-9225	(575) 541-4259
Email:	petedorr@borderint.com	pete.dorr@borderint.com

Proposal Number

Date

Quantity of this Specification

Single Sourcewell Transaction Total Volume

7/6/2026
1

Chassis		
New 2026 International CV515 Chassis		\$ 82,715.00
Base Chassis List	\$ 60,627.00	
Options List	\$ 22,088.00	
Sourcewell Contract Discount	\$ 6,000.00	\$ (6,000.00)
Volume Incentive		\$ -
Freight		\$ 1,950.00
Tariffs or Raw Materials Increase		\$ 1,400.00
Chassis Handling Fee (Limited to \$1500)		\$ 1,500.00
Net Sourcewell Chassis Price		\$ 81,565.00
Sourcewell Partner Body		
		\$ -
		\$ -
	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Skirted Flat bed with Toolboxes painted white		\$ 10,714.00
		\$ -
Handling Fee	5.00%	\$ 535.70
Additional Post Build Work		
		\$ -
		\$ -
		\$ -
Handling Fee	5.00%	\$ -
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
		\$ -
		\$ -
Additional Floorplan		
		\$ -
		\$ -
Additional Fees & Taxes		
Title and Doc fees		\$ 360.00
Make ready		\$ 500.00
		\$ -
Final Sourcewell Per Vehicle Price FOB		\$ 93,674.70
Final Sourcewell Total Vehicle(s) Price		\$ 93,674.70
Additional Sourcewell Qualified Content		
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firm'd up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar, Inc., 2701 Navistar Drive, Lisle, IL 60532 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

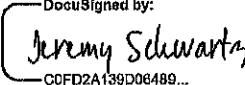
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

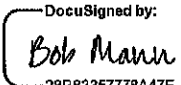
Sourcewell

Navistar, Inc.

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/2/2024 | 7:39 PM CDT

DocuSigned by:

28B83367778A47E...

By: _____
Bob Mann
Title: Vice President Government Sales &
Diamond Logic Builder

Date: 7/2/2024 | 3:29 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Navistar, Inc
Does your company conduct business under any other name? If yes, please state: International Truck
Address: 2701 Navistar Drive
Lisle, Illinois 60532
Contact: Bob Mann
Email: bob.l.mann@navistar.com
Phone: 815-631-3220
Fax: 815-631-3220
HST#: 36-1264810

Submission Details

Created On: Monday February 12, 2024 13:54:42
Submitted On: Thursday March 28, 2024 11:14:55
Submitted By: Bob Mann
Email: bob.l.mann@navistar.com
Transaction #: b3c99d77-58f2-4430-b6e2-c664992159b5
Submitter's IP Address: 165.225.60.120

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response*
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Navistar, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	International Trucks International Used Truck
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	International Truck International Used Truck
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 526V0 UEI MV36U3JR39Y8
5	Proposer Physical Address:	2701 Navistar Drive Liste, IL 60532
6	Proposer website address (or addresses):	www.navistar.com www.internationaltrucks.com (dealer locator) www.internationaltrucks.com/sourcewell (Sourcewell content and links for new and used vehicles) www.internationalusedtrucks.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Liste, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Liste, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chad Conley Vice President Vocational Sales 2701 Navistar Drive Liste, IL 60532 630-465-4088 Cell 331-332-2494 Voice Mail

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Navistar, Inc., headquartered in Lisle, Illinois, is a company that reimagines how to create cohesive relationships, build high-performing teams, and find innovative solutions. 1. History of Innovation: Navistar's legacy dates back to the 1830's when Cyrus McCormick invented the reaper, the first mechanical harvesting machine. Over nearly two centuries, Navistar has consistently contributed to North America's growth, spanning Agriculture, Construction, Trucks and Buses. Navistar established a large dealer network for products with company field people and captive financing for our customers. 2. Core Business and Industry Longevity: Today Navistar's core business revolves around the truck and parts markets in the U.S. and Canada. It primarily participates in the Class 6 through 8 vehicle markets. More than a million International trucks and I.C.Buses are currently on the roads in the U.S. and Canada. In fact, one in five Class 6 through 8 trucks is an International—a testament to Navistar's enduring presence in the industry. Additionally, 40% of buses on the road bear the IC Bus brand, further solidifying Navistar's impact in the transportation sector. 3. Business Philosophy and Core Values: Vision: Navistar's guiding star is to accelerate the impact of sustainable mobility. This vision informs all their decisions, emphasizing a commitment to creating a better world for future generations. This vision is common within Traton and the Volkswagen companies throughout the world. Ownership Solutions: Collaborating with a dedicated dealer network, Navistar offers comprehensive ownership solutions. Fleet owners can thrive in the competitive landscape of transport and logistics. Service and Support: Navistar provides exemplary service at every level, with an extensive award winning parts distribution network and turnkey solutions for customers. Sustainability: Navistar actively works toward zero-emissions solutions and clean manufacturing practices, aiming to unlock new business models in digitalization and autonomous technologies. Navistar currently has autonomous vehicles in testing around our plant and engineering facilities in San Antonio, Texas. 4. Products and Solutions: Trucks & Buses: Navistar designs, manufactures, and distributes Class 4 through 8 International trucks and IC Bus branded buses. Their future value proposition extends beyond products to comprehensive solutions. Parts: Navistar's award winning Parts Team supports its products with Fleetile, ReNEWed, and Diamond Advantage parts brands, offering a wide selection of truck, trailer, and powertrain service parts. Financial Services: Navistar provides retail, wholesale, and lease financing for products sold within the U.S., Canada, and Mexico. In summary, Navistar's rich history, commitment to sustainability, and industry longevity position it as a driving force in the world of transportation and mobility.
11	What are your company's expectations in the event of an award?	Navistar will build upon the lessons we have learned with previous awards to grow our footprint within Sourcewell by offering more products and use more tools to reach out and serve the Sourcewell members. Most importantly our dealer channel values the Sourcewell contract, as every dealer can use it to serve the government and non-profit agencies in their market.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Prior to Navistar being acquired by TRATON on July 1, 2021, Navistar was rated non-investment grade by Fitch, Moody's and S&P. Upon the acquisition of Navistar by TRATON, the rating agencies upgraded the Navistar credit rating to investment grade, consistent with TRATON's credit rating. In conjunction with the acquisition, TRATON repaid all of Navistar's 3rd party debt. Additionally, Navistar was no longer an SEC registrant and was thus not required to submit quarterly or annual SEC filings of its financial statements. Currently Navistar has no 3rd party debt nor a credit rating. The only 3rd party debt is incurred by our financial services entities as Navistar has no 3rd party debt incurred by Corporate or any of its Sales & Services subsidiaries. As part of the acquisition by TRATON, Navistar became subject to IFRS and no longer to US GAAP. Navistar no longer publishes financial statements, but a summary of limited financial information and an explanation of our business can be found on TRATON's website and in its quarterly/annual financial reporting. Traton Annual: https://annualreport.traton.com/2023/en/index.html
13	What is your US market share for the solutions that you are proposing?	35% for Government
14	What is your Canadian market share for the solutions that you are proposing?	37% for Government
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No we have not.
16	How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. Navistar is a Truck and Bus Manufacturer, that sells products to Sourcewell Members through the largest dealer network in North America. International Dealers are independently owned and operated. Their ability to sell and represent the International branded products, is tied to a Sales and Service Agreement (Contract) that Navistar holds with the Dealer. That contract requires the dealer to perform to the standards in the agreement. The sales professionals from our local dealership is who will be working with the Sourcewell member. Backing up the dealer sales representatives and company representatives that are assigned to the government side of the business. We are including a deck with an update on our dealer network.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Each dealer and Used Truck Center is required to meet the state and local licensing requirements to do business in their area of operation. In addition, Navistar has conducted more than 30 in person Sourcewell Training sessions annually, for dealers, during the current contract. We believe that training and education is the best way to grow Sourcewell. We will be rolling out a Sourcewell Certified Program for Sales Reps. They become Certified by attending in person training and selling a unit using the program.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any suspension or debarment issues.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Navistar Parts was rated #1 in heavy equipment sector in the July 2023 Benchmarking Survey. Navistar is the top company for women working in for the transportation sector in 2022. Navistar Parts Distribution Centers ranked at the top of the Industry 5 years in a row (May 2022) ISO 14001 Compliant. ISO 9001 Compliant Attached is our latest Sustainability Report from 2022. There are 4 key parts of our path to zero emissions and being a great company to support our customers, dealers, employees and shareholders: Sustainable Impact - The transportation is a substantial contributor to the total emissions on our planet. We accept responsibility and are driving change to advance sustainable solutions. Profitable Performance - We have to be a healthy well rounded entity with our dealers so we can offer the best products and experiences for our customers. Foundation for the Future - We are investing in many technologies, digitalization, zero emissions and autonomous solutions. We are creating new business models where it makes sense for our customers. We will leverage our technologies with our Traton partners across the globe. Culture and Leadership - We will be known for having a strong culture at Navistar, which guides every decision every day. Each employee is trusted and empowered to make the right choices every day.
20	What percentage of your sales are to the governmental sector in the past three years	Government business makes up 35% of the Work Truck Business Unit and 7% of all vehicles Navistar produces annually.
21	What percentage of your sales are to the education sector in the past three years	The Education Sector is 98% of the IC Branded Bus Business and 15% of the total truck and bus business. IC Bus is the number 1 School Bus Brand in North America with 40% market share of the Education Sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Since 2020, the truck and bus industry has experienced constrained production with supplier and component shortages. Sourcewell Trucks and Buses 510 Onondaga County (NY) 125 International Dealers hold the following larger contracts Greater Boston Police Council 29 Florida Sheriff's Council 110 North Carolina Sheriff's Council 22 Buy Board (Texas) 83 Houston Galveston Area Council 21 Cooperative Education Services NM 55 Education Services Commission of NJ 125
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Navistar currently has a contract for class 8 trucks with GSA 220 is the current average Our dealer in Washington/Maryland holds the GSA bus contract that has current average of 60 units

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Iowa Department of Transportation	Jody McNoten	515-239-1173
City of Kingston, Ontario	Gord Warner	613-546-4291 ext 2216
City of Tulsa, Oklahoma	Brian Erickson	918-591-4068
Hagerstown Community College, Maryland	Jack Drooger	240-500-2453
Grundey County Highway Department, Tennessee	Johnny Fuhs	931-273-0664

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
US Government all agencies	Government	District of Columbia - DC	All models offered	1645	\$188,153,000
Sourcewell	Government	Minnesota - MN	All Models of Trucks and Tractors, most are vocational dump/plow	1115	\$136,700,000
New York State Contracts	Government	New York - NY	Snow Plow Trucks and Plow Patrol Vehicles	1065	\$155,397,037
California State Agencies	Government	California - CA	Fire and Emergency, Plow Trucks, Refuse Trucks	345	\$38,985,000
Commonwealth of Virginia	Government	Virginia - VA	Plow Trucks and Dump Trucks	197	\$23,640,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	International has 1109 sales reps in our dealer channel. They are backed by 100+ Company Sales Reps and 8 dedicated Government Sales Reps.
27	Dealer network or other distribution methods.	International has an unmatched dealer network across the US and Canada. 696 International Locations 383 International Authorized Love's and Speedco locations 1050 total, largest in the industry A copy of presentation on the dealer network is attached In addition, there are 14 Navistar Owned Used Truck Centers
28	Service force.	With 1050 service locations in North America, there are 8500+ technicians and 6300+ service bays. In addition, Navistar has an Uptime Command Center that was established in 2017. With 47 dedicated employees and the use of the I-360 Repair Management System and On Command Connection, this team is focused on keeping units on the road. Units enrolled in this process show that 80% are addressed in 48 hours and 100% within 48 hours. The enhanced communication benefits all users, not just the customers using I-360. With the average vocational/government truck being in service for 15 years. Service is important. In addition our award winning parts organization has invested in new Parts Distribution Centers and getting the part shipped and to the customer as quickly as possible.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The International dealer will verify the requesting entity is a Sourcewell Member. If the requesting entity is not a Sourcewell member, the dealer will assist them in becoming a member. Once the member has determined their needs and specifications for the truck, the Dealer will price the truck including "Source" or "Turnkey" equipment if desired. The dealer sales rep will use the appropriate Sourcewell Excel Workbook, which was developed for this contract. It assures the truck is properly priced with appropriate discounts and does not exceed the ceiling pricing of the contract. It also provides an easy-to-read summary page for the member, showing the member they got the appropriate discounts. For the US, we have put the selling process into a sales program, making it quick and easy for the dealer to complete proposal with proper pricing. For Canada, we use the workbook and US pricing but have to apply an exchange rate that the Canadian office administers. It has an extra step, but getting the correct exchange rate is very important with the total cost of the unit. If financing is needed, we get Jake Ost from NCL Government Capital engaged. In the pricing section of our response, there is additional commentary on the supply and availability of class 4-8 trucks. We do not see that improving dramatically between now and 2027. The vocational truck order board for Navistar is full for 2024. Once the order is placed for the chassis, "Source" or "Turn-key" PC's need to be placed by the dealer. Selling Electric Vehicles (EV's) starts with the needed infrastructure to operate one. There is a lot of additional work up front to get charging stations in place. That may include utility construct and consulting work before a truck is ever spec'ed out. A list of dealers who are ready to sell EV's and have invested to do so is in attached list. Navistar has a dedicated team of EV professionals ready to help. Navistar entered into an agreement with Quanta Services of Houston, TX. They are the largest utility contractor in North America and specialize in utility construction and EV infrastructure. If needed, you International dealer can bring in additional resources. Navistar has also invested in grant/funding professionals that are available through your international dealer. Training is what makes the Sourcewell Program run smoother for the Sourcewell Members and our dealers. We have added Used Trucks as an option, for this RFP. Used truck will have same tools customized for their use.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service is provided by our dealer network, who handles all direct relationships with our end customers. Navistar has implemented a system called Diamond Edge with the dealers to measure performance and key operations that impacts the dealerships overall performance score. Diamond Edge Includes the following components and metrics to measure success: 1. Diamond Edge Certification, which allows customer to experience faster service immediate parts availability, and a higher level of service expertise. 2. Technician education and certification. 3. Vehicle write up in 15 minutes. 4. Vehicle diagnosed and communicated back to the customer in 2 hours. 5. Predictive parts stocking logic to ensure parts are on the shelf for unplanned service events. 6. Velocity metrics to ensure for repairs to be completed within 24/48 hours of arrival at the dealership. Dealers are rewarded for their performance with Prestige Standards which measures customer satisfaction and their dealer experience.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	International Trucks are available at dealerships throughout the US including Alaska and Hawaii. International Used Trucks are available through our unmatched dealer network in the lower 48 of the US and our 14 company owned Used Truck Centers in the US.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	International Trucks are available at dealerships throughout Canada. We have 2 dedicated Government Sales Reps in Canada and are active with CANOE. Our dealers continue to grow the Sourcewell Business in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Navistar will not be including Puerto Rico, the Pacific US Territories or the US Virgin Islands. We tried this with earlier contracts and had no interest. If an interest should arise, we will submit P and P to add.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Navistar will serve all Sourcewell Members. Using Sourcewell membership list, GovWin and our enhanced Government data base we are continually updating opportunities for our dealers. We work with our IC Bus team on these opportunities and encourage dealers to engage with the education and non-profit agencies as well.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Navistar has dealer locations in Alaska and Hawaii. The dealer serving Alaska has locations in Arizona, California and Washington. The dealer serving Hawaii has locations in Southern California. Both understand what it takes to serve these remote parts of the US.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Strategies and actions related to Sourcewell marketing efforts: 1. Communicating Contract Awards: International aims to spread the word about contract awards through various channels. These include corporate press releases, social media platforms (such as X, Facebook, Instagram, and LinkedIn), and targeted email announcements to Diamond Partner Members. 2. International leverages its dealer network by incorporating contract details into monthly customer mailings and digital communications. 3. Visibility at Trade Shows and Events: To enhance visibility, International places Sourcewell stickers and banners on relevant assets. These assets are showcased at corporately sponsored trade shows, industry events, and regional trade shows managed by the dealer network. 4. Local Event Participation: International actively supports and participates in local events organized by Sourcewell. This engagement fosters stronger connections with members and the community. 5. Empowering Distribution Channels: International encourages its distribution channels to attend local Sourcewell events. Co-op funds are allocated to maximize efforts and ensure high-quality engagement. 6. Quarterly Communication with Dealers: International maintains regular communication with its dealer network. This includes sharing area member opportunities using both the Sourcewell member list and internal CRM tools. The goal is to efficiently connect with dealers and provide beneficial information. 7. Centralized Information Access: Sourcewell collateral, award details, and NCL materials are published on International's Sales and Marketing Resource Center (SMRC) website. This resource allows sales representatives quick access to up-to-date materials. 8. Speaking Privileges for Sourcewell Representatives: International grants speaking privileges to Sourcewell representatives during dealer and regional events along with NCL Government Capital. This direct access facilitates communication with the distribution network. 9. Leveraging Field Staff: The company's parts and service field staff actively promote Sourcewell contracts, reinforcing the partnership. Furthermore, International employs software tools like Customer Relationship Management (CRM) systems and external databases to strategically guide its distribution network's sales efforts. These tools help identify Sourcewell members, allowing focused attention on their needs. 10. The Sourcewell-focused website, International Trucks Sourcewell, serves as a hub for relevant information. Traffic to this site is driven through paid search campaigns and social media posts, adhering to CAN-SPAM regulations for outbound and direct mail campaigns. In summary, Sourcewell's support and collaboration play a crucial role in International's marketing efforts, ensuring effective communication and successful contract utilization. With new Equalevel capabilities being added to the Sourcewell Sites, we look forward to more promotion, marketing and sales. Our Dealer Sourcewell Marketing Presentation is in the attachments.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Navistar uses our in house Diamond Analytics to help with Sourcewell Marketing. Each dealer can go into system and access their Sourcewell member information. We also tie Gov-Vin to Diamond Analytics to give dealers access to any public info about their customers and funding for future purchases. Dealers have dedicated Marketing managers to help promote Sourcewell within their Assigned Areas.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We need Sourcewell to keep investing in technology. We need Sourcewell to continue participating in and hosting local events to get members and dealers engaged. We enjoy working with our Sourcewell Team: Andy Campbell and Rachael Delaney. We don't have a relationship like that with any other contracts we work with. Whether it's passing along a lead for a purchase or asking us to follow up on a members request, we work together as a team. We also work closely with NCL Government Capital, another Sourcewell Awarded Supplier. Jake Ost, from NCL joins all our Sourcewell meetings and calls and is a great resource for our dealer network.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	International Truck does not have e-procurement process. Members will need to work directly with their selling dealer to better understand how our process works at the dealer level. Our dealers are sophisticated in serving customers including doing business electronically, to meet the members needs

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every new International Truck sold to Sourcewell Membership comes with the International Silver Package. The Silver Package provides member with 2 years of online parts and service information. This is a \$1500 value at no charge. Provides online access to all parts and service catalogs Recall and Warranty info by VIN, including history. It is a time saver with search features. We encourage the dealer sales rep to review this program when activated. Service Training is not standard or Included with the product. Service Training is available on-line and in person. In Person training is generally fee based. Diamond Logic Builder would be an exception to that as we do not charge for that. Many of our dealers will offer customer training at their facilities, if training is important, please discuss with Dealer Sales Rep. On-Line Training is usually free and has become a very popular with our dealers and customers as there is no lost time and expense for travel. Component Suppliers we use charge for in-person training as well. All Parts brought through Navistar carry a 12-month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would be included. All equipment installed at our Factory Mod Center (TSC) also comes with a 12-month warranty. International 360 provides a revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360. http://www.internationaltrucks.com/360 Dealers will offer maintenance contracts if needed.

41	Describe any technological advances that your proposed products or services offer. International has launched new S-13 Engine and T-14 Automated Manual Transmission. Manufactured at our recently expanded plant in Huntsville, Alabama. Born from a global collaboration of industry powerhouses (Scania, MAN, International and VW Truck and Bus), the S13 is meticulously engineered to set a new standard. It can operate at low RPMs with high torque which equates to less fuel consumed while still delivering up to 515 horsepower and 1,850 lb-ft of torque. The S13 Engine brings undisputed economy through combustion efficiency, the reduction of friction and pumping losses, and through use of new integrated software and controls. It offers a smooth and quiet operation with superior capabilities. In fact, full torque is available at only 900 rpm and the wide gear ratio means optimal efficiency on flatlands with the performance drivers crave on hilly terrain. It can achieve up to a 15% gain in fuel economy over the popular first generation International® A262. The T14 Transmission is designed from the ground up to be a fully automated manual transmission. It allows for fast shifts and removing three synchronizer rings, resulting in wide gears for extra strength and a shorter, more compact design. The T14 uses an integrated oil to water coolant system to optimize temperature regulation in both hot and cold environments. It has an electronically controlled clutch actuator that works in sync with the engine to deliver faster, smoother shift performance. It has 14 forward speeds with industry leading gear splits and 7 gears for reverse, all operating automatically allowing the driver to focus on the driving. The T14 Transmission is able to achieve an unlimited Gross Combination Weight Rating (GCWR). These features make both the S13 and T14 excellent investments for those in the trucking industry. Safety is extremely important to us at Navistar and the customers we serve. International is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products. To protect the driver and others on the road, Electronic Stability Control and Collision Mitigation continue to grow in our product offering. These features are not just for on highway trucks, they are becoming popular with vocational trucks as well. Roll Overs are a source of serious injuries and fatalities in commercial trucks. International has offered and sold Roll-Tek Seats for many years, including Snowplow application, protecting the driver in the event of a rollover. When the sensors detect a roll over, the seat secures itself to the lowest possible height and an air bag system deploys from the side of the seat to protect the driver. Rather than traditional point to point wiring to control features on the truck, Diamond Logic Uses a powerful body controller and Remote power modules to program switches, read signals on the chassis and automate task. Below are some of the more popular options: - When Park Brake is pulled, transmission is shifted to neutral - If seat belt is not engaged for the driver the unit will not go in gear - If a bed or equipment is in the up position, speed can be limited alarming driver that the equipment is not stowed - If outriggers are not deployed a boom or crane will not move - If crane or hoist are not stowed, the truck will not go into gear - If liftgate is not stowed the truck will not go into gear - DOT lamp check allows driver to cycle all lights on the vehicle without having a helper in the cab to activate - When PTO is operated through Diamond Logic, we prevent the PTO from being damaged - Air features can also be controlled by this system with similar interlocks. - For tractors, we offer air bag logic for easy hook up and disconnect - Work Lights off when unit is in drive - Headlights on with wipers - Cruise disabled with wipers - Radio muted in reverse - Radio muted with turn signal - Camera activated with turn signal - Switches can easily be moved electronically International offers the Cummins B-6,7 and L-9 with Front Engine PTO capability along with the X-15 Stainless Oil Pans (B-6,7, L-9, S-13) Galvanized Frame Rail Options Remote Power Modules in the Cab Transmission Control Module in the cab, versus outside mounted to the transmission: - Stainless Bolts for Allison Transmission Pan - Stainless Cooler Lines - Stainless Brake Parts - Strongest 1/2" single Frame Rail in the industry 3.35 Million RBM of HV and 3.5 Million RBM on the HX Galvaneal (Galvanized) Treated Cab on eMV, MV, HV, HX, RH, LT Line - X Floor lining option on HV and HX models International Trucks is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products. Below are links to specific products that can be very helpful: Engines that Power International Trucks: https://www.internationaltrucks.com/engines Model Specific Links: https://www.internationaltrucks.com/cv-series https://www.internationaltrucks.com/mv-series https://www.internationaltrucks.com/hv-series
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	From the 2022 Navistar Sustainability Report. Fuel Efficiency Package with S13 Engine and LT Tractors Working with TRATON group to bring advanced powertrains to market including electric truck and electric school bus Being awarded the Department of Energy "Better Plants Program" for reducing a 25% reduction in energy consumption by 4% annually at all facilities, which has required some large investments in both interior and exterior lighting at our facilities. Reducing both hazardous and non-hazardous waste is another key area for our manufacturing operations. Today more than 66% of waste is recyclable. Navistar is one of 4 teams leading the Department of Energy Super Truck Initiative. 90% of our vehicles content is recyclable. In the Parts Distribution Centers have reduced packaging materials by using returnable containers to ship parts. A dedicated delivery system from the Parts Distribution Centers utilizes prescribed routes to reach multiple dealerships eliminating double handling of parts as well as achieving earlier deliveries. Energy Consumption, Green House Gas Emissions, Incident Frequency Rate, Water Withdrawal, Hazardous Waste generation and Non-Hazardous Generation are tracked and charted in document. https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-In-Annual-Sustainability-Report
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Navistar's mission statement is to "accelerate the impact of sustainable mobility". Most of our plants are ISO 14001 certified as well as ISO 9001 certified. Our New Plant in San Antonio, Texas should receive ISO 14001 in 2024. Navistar has many green initiatives including the following path to zero emissions: We strive to achieve 50% new battery electric vehicle sales by 2030 and 100% by 2040 in the US and Canadian markets. Navistar's decarbonization effort is to move away from product fossil fuels. Beginning in 2021 Navistar's work through 2022 and into 2023 is leading to the development of targets to be submitted to the SBTi. This target will encompass scope 1 and scope 2 emissions and a target for scope 3 emissions from the use of products energy usage electrical energy usage. Electric driven products continue to be the focus of our products, which increased by 32% in 2022. On the energy purchased side of the equation, energy used by our facilities increased less than 2% in 2021 evidence of the energy efficiency gains and reduction of wasted energy in our operations circular business. Circularity not only saves raw resources from being used in the production process but uses less energy causes less emissions increase less waste than a new product. Navistar is early in its journey towards circular business model but is committed to moving in that direction. Remanufacturing, and the energy and emission impacts of remanufactured vehicle parts can be on average as low as 35% when compared to that of a new part and the waste impacts can be less than 10% compared with a new vehicle part. According to the 2018 United Nations environmental program report as a result remanufacturing can have significant impact Navistar sells and distributes remanufactured parts under the renewed and fleetrite brands with approximately 3000 different parts regularly remanufactured. In 2022, 64% of all waste generated was recycled compared to 67% in 2021 which represents a slight decrease likely related to the impacts of COVID-19 pandemic affecting waste segregation and recycling. Navistar has programs to that require re-useable racks for most of the material brought into our plants as well as recycling cardboard, pallets and other packaging material. We aim to shape our circular economy continuously improve towards our goal of 75% recycling rate and create less resource intense company. Conserving water resources. In 2022 Navistar used .51 million cubic meters of water in our operations a 9.1 increase from .47 million cubic meters of water in 2021. We did build substantially more vehicles in 2022. Our overall water usage has been trending lower during the years prior to the start of the pandemic but increased slightly compared to 2021 however the total water used per vehicle decreased due to improved efficiency at higher production levels. Environmental compliance remains a baseline value for us our manufacturing facilities are certified by outside auditors to comply with ISO 14,001. As mentioned above, our new Plant in San Antonio Texas is working on completing their ISO 14,001 certification this year. The 2023 sustainability reporting was not completed to include in this RFP. https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-In-Annual-Sustainability-Report
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	"Navistar and IC BUS remain committed to diversity both internally and externally within our workforce and supply base. We have a supplier diversity program that has been in place for more than 40 years to bring awareness and emphasis to our business practices. We continue to grow our commitment and strategic relationships from our diversity and advocacy business partners and embrace diversity as a way of business. Our supplier diversity program is designed to develop and strengthen strategic supplier relationships with companies owned and operated by minorities, women, veterans, and small businesses. We will continue to work closely with them to explore innovative ways to increase financial viability, satisfy the rigorous quality and production requirements and continue to drive value-add solutions delivering above the desired service levels. As a result of our efforts to sustain a robust and diverse supplier base, Navistar finished 2023 with the following diverse spend results: - \$288.3M with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) - \$630.6M with Small Business Enterprises (SBE) - \$89.4M with Small Disadvantaged Business Enterprises (SDB) - \$33.3M with Veteran Business Enterprises (VBE) - \$15.8M with Historically Underutilized Business Zones (HUB Zones)"
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	International has a strong presence in the North American Government Sector, with the largest dealer network to sell and service the products used in the communities they serve. They have a strong market share in the Government Sector and knowledgeable sales professionals at the dealerships to serve the members. International has the ability to provide turn-key solutions and has a proven track record of growth with Sourcwell. They have an award-winning parts distribution system as members keep units in service far longer than commercial applications do. Their product offering is completely updated with specific vocationally focused products to serve the Government Sector. They offer a free online parts and service program and have both Cummins and International Engines. International also has joint marketing and Sourcwell promotion through NCL Municipal Financing and a parts program tailored to Sourcwell. These features make International a strong player in the trucking industry.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	International's base warranty covers all products on the chassis as it left our factory with parts and labor. Maintenance items or misuse of a product would not be covered. Navistar would not be provide warranty on equipment installed after it has left the factory. Items like a dump body or a snow plow, would get warranty provided by the company that made the components and the facility that installed them. The International dealer can review the base and optional vehicle coverage as well as the warranty for items installed for turn key operation. Attached link takes you to our Warranty Landing Page "https://www.internationaltrucks.com/support/warranties" All base warranty documents are attached to the RFP.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	International warranty documents (attached) will clarify: 1. The warranty coverage document also covers restrictions of coverage, competitive with the rest of the industry, including restrictions and limitations. 2. External influence, damage, modifications, etc. 3. Failure due to improper use, overloading, misapplication or abuse can be denied. 4. Failure due to not performing proper maintenance, storage, deterioration, etc. 5. Supplier Direct warranty requirements i.e. Cummins/Allison/Dana/Meritor etc.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Navistar covers warranties performed at the dealer shop and authorized locations. The one exception would involve towing coverage. If towing coverage is on the vehicle, and it has a disabling failure, it may be more cost effective for the dealer to send a tech to repair on site versus a tow.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Since International Trucks are on highway vehicles, our warranty repairs are performed at the dealership or authorized service provider. Navistar prefers that Sourcewell members use International Dealers for non-warranty repairs as well. Dealers that serve remote areas have the ability to get techs and needed parts out to service those products, however the travel and labor expense getting to and from these products is not covered under warranty. If the Sourcewell member is in a remote area, please discuss the options with the selling International Dealer.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Navistar does cover many supplier-based components through the standard warranty period. However, there are suppliers such as Cummins and Allison that require their concerns to address issues, and may require the work on the vehicle to be performed at their distributor or local facility. With the largest dealer network in North America, most dealers are set up to do extensive Cummins work and Allison maintenance work. Question on this issue can be addressed by the selling dealer. Supplier direct warranties may be available from the supplier subsequent to the base chassis warranty. equipment installed to the dealer, truck equipment manufacture, or aftermarket modifications center are not covered by the International warranty. These items will be warranted by manufacture that produced or installed the components or performed the work.
51	What are your proposed exchange and return programs and policies?	Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If the vehicle is not performing to the level expected we will engage the appropriate Field Service Manager to expedite a repair plan our expectation is to not only resolve your concern fully but to do it in a timely fashion.
62	Describe any service contract options for the items included in your proposal.	International offers a wide variety of service contracts and warranties that can be added to the spec of the truck when purchased or after the unit is built but not delivered. Units that are in service may also be eligible for extended warranties, but there are time limitations in place. Here are the categories and maximum time in months for the service contracts available on all models: Bumper to Bumper plans: Up to 60 months. Extending the basic vehicle coverage: Up to 84 months. Vocational cab warranties: Up to 120 months. Vocational Frame warranties: Up to 120 months. Cooling, Electrical, HVAC Axles, Starting System: Individually available up to 60 months. Combo Plan for Engine and Aftertreatment (International Engine): Up to 84 months. Comprehensive Engine Plans (International Engine): Up to 84 months. Major Engine Component Engine coverage (International Engine): Up to 84 months. Def Tank Companion Plans: Up to 72 months. All these plans have mileage/diodeater limits but none are tied to engine hours. In addition to International's warranties, Cummins and Allison warranties are also offered through the dealer with similar time and mileage/diodeater limits. Sourcewell Members Purchasing a Used Truck from International Used Truck Center or International Dealer, that do not exceed 7 years in age, will get a 1 year Engine and Aftertreatment Warranty valued at \$6000. INTERNATIONAL USED TRUCK ENGINE & AFTERTREATMENT COVERAGE 92 VITAL ENGINE COMPONENTS COVERED 16 MAJOR AFTERTREATMENT COMPONENTS COVERED Basic Engine Components • Connecting Rod/Cap • Crankcase & Crankshaft • Exhaust Manifold Assembly • Flywheel Housing & Bearing • EGR Cooling & Valve Aftertreatment • Aftertreatment Control Module • Sensors • Diesel Particulate Filter (DPF) • SCR Catalyst & Reactor • DEF Injector & Sensors Electronic Engine Components • Cold Start Components • Engine Sensors • Electronic Control Module • High Pressure Rail Cylinder Head & Valve Train • Gasket & Sleeve • Intake / Exhaust Valve Other Engine Components • Fuel Heater / Water Separator • High Pressure Fuel Injector • Air Compressor With the amount of coverage available, it is recommended that the Sourcewell member discuss their needs with the dealer sales rep to present options that best fit.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	For Sourcewell members, the International dealer will carry the unit on the books for 30 days after the unit is built and shipped to its final destination, either a Truck Equipment Manufacturer (TEM) to get a body installed, or to the dealer. Payment will take place prior to possession of the unit or upon arrival at the body company unless other arrangements have been made. If units are funded by NCL Government Capital, they can fund the vehicle when it arrives at the body company. For units exceeding the 30 days of terms, the dealer can add the cost of the additional terms into the price of the unit. There is a section on the Sales Summary Sheet for additional terms. The lead time to install equipment has grown since Covid, as have the interest rates and carrying cost. Some customers will fund the chassis portion of the purchase when it gets to the body company. This process ensures a smooth transition from purchase to operation for the customers.
54	Describe any leasing or financing options available for use by educational or governmental entities.	NCL Government Capital is Sourcewell Awarded Supplier that we work with for Sourcewell. They provide both leasing and financing offerings to zero or established end of term amount. If your dealer hasn't presented NCL Government Capital Options to you, please ask them to. Jake Ost is our NCL Government Capital Rep. We will include contact info and NCL overview in the RFP.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	There are 3 key documents needed to facilitate a smooth and transparent process for all parties. 1. The Sourcewell Award: This is the awarded contract in its entirety or summary form. It is reviewed on calls and in training presentations are recorded for the dealers to refer back to. It outlines the terms and conditions of Navistar's partnership with Sourcewell. 2. Sourcewell Sales Program (Dealer Document): This document provides guidance for dealers, outlining their responsibilities and providing reference documents. It also includes contact information for Navistar's government sales team for dealers who need assistance and NCL Government Capital. 3. Sourcewell Workbook: This is a template that dealers use to enter vehicle information. The workbook then calculates the price of the unit and generates a Sales Summary Page for the Sourcewell member making the purchase. They can easily see all parts of the transaction and that they are receiving the proper Sourcewell Discounts. Dealers can not make any changes to the template. This is where dealers would add additional equipment for turn key offerings as well as extended warranties, terms and any other cost of the sale.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Card usage and terms would be specified by the selling dealer. Generally, truck purchases are outside the scope of P-Card usage. Any fees imposed by the process would have to be added into the cost of the unit.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For new trucks, International will use a flat dollar amount discount on CV models. On the rest of our product offering, we will use a discount of the total list price (Diesel Vehicles: MV,HV,HX,RH,LT) and an options only list discount on the eMV. (Electric Vehicle) We do not have any restrictions on what models and options are available to Sourcewell members other than emissions restrictions based on the state the vehicle will reside in. Emissions and Federally Mandated items are not price protected. Currently CARB requires additional warranty on every unit sold regardless of the manufacture. For 2024 the upcharge for CARB is \$9000 a unit, non-discountable. Bodies and equipment that are not manufactured and installed by Navistar are not price protected by Navistar. We recommend that discussion take place when the proposal is being put together. For vehicles that are not in stock or line-set for build, that need to be ordered, the International Dealer should not accept the Purchase Order or final Purchase Order until the unit is line-set (which is 90 days from being produced at our factory.) Units will be invoiced to the dealer at the pricing that is approved and in place with Sourcewell when it gets built. This is what we had in place from our 060920-NVS award. The flat discounts on the CV models are \$6000 The list price discounts (base plus options) on diesel models go from 30.3% to 51.1% eMV has no discount on the base chassis, the options do have a 24.5% list discount. Units sold in Canada use US pricing and incentives the same as the US, an exchange rate is applied and locked in when the dealer submits the proposal to our Canadian Office. A pricing summary sheet by model family and the specifications that were used for each model are in the attachments. Things to keep in mind: 1. The next 4 years will have a lot of regulatory changes as well as more electric offerings and component changes. 2. There is a strong probability that engine manufactures will move up their 2027 emission into 2026. 3. There will continue to be supplier constraints that limit and push out production 4. There will be an emissions pre-buy starting in 2025. 5. International Promotes Sourcewell as a way to speed up the purchase cycle to get units ordered. With long lead times for new trucks and the average age of a government truck is growing, we are pleased to offer a USED TRUCK Option for this contract. Eligible units are owned by Navistar and are in the International Used Truck Center Inventory. International typically has 2000+ units in company inventory at 14 company owned locations. These are fleet maintained and off unit leases that meet terms and conditions for operation and appearance. Pricing as advertised by Used Truck Center or Dealer. Navistar provides the Sourcewell member with 5 key benefits: 1. Units are inspected pass DOT requirements, and are immediately available 2. Truck that is less than 7 years old. These can be International or other makes. 3. Sourcewell Members will receive 12 months of Major Engine Components and Aftertreatment Coverage at no additional Cost. A \$6000 Value. 4. \$1000 Parts and Service Card 5. Ability to create Sourced or Turn-key solution in the same fashion we use for the new products offered in this rfp.

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our Sourcewell Pricing uses 3 different methods: 1. The CV515 uses a flat dollar discount of \$6000. 2. The eMV Chassis has no discount on the base chassis and uses a 24.5% list price discount on the options. 3. The rest of our models MV, HV, HX, RT, LT all use a list price discount on the total base and factory options. Discounts are listed by model below: <table> <tr> <th>Model</th><th>List Discount</th><th>Options Only</th></tr> <tr> <td>eMV607</td><td>24.5%</td><td></td></tr> <tr> <td>MV607</td><td>30.3%</td><td></td></tr> <tr> <td>MV607 LP</td><td>30.3%</td><td></td></tr> <tr> <td>HV607 4x2</td><td>30.1%</td><td></td></tr> <tr> <td>HV607 4x4</td><td>31.0%</td><td></td></tr> <tr> <td>HV607 6x4</td><td>31.0%</td><td></td></tr> <tr> <td>HV607 6x6</td><td>31.0%</td><td></td></tr> <tr> <td>HV607 4x2</td><td>30.1%</td><td></td></tr> <tr> <td>HV607 4x4</td><td>31.0%</td><td></td></tr> <tr> <td>HV607 6x4</td><td>31.0%</td><td></td></tr> <tr> <td>HV607 6x6</td><td>31.0%</td><td></td></tr> <tr> <td>HV513 4x2</td><td>47.8%</td><td></td></tr> <tr> <td>HV513 4x4</td><td>47.8%</td><td></td></tr> <tr> <td>HV513 6x4</td><td>48.2%</td><td></td></tr> <tr> <td>HV513 6x4</td><td>48.2%</td><td></td></tr> <tr> <td>HX520 /X15</td><td>49.1%</td><td></td></tr> <tr> <td>HX620 6x4 S-13</td><td>49.1%</td><td></td></tr> <tr> <td>HX620 6x4 X-15</td><td>49.1%</td><td></td></tr> <tr> <td>RH513 4x2</td><td>50.5%</td><td></td></tr> <tr> <td>RH513 6x4</td><td>50.5%</td><td></td></tr> <tr> <td>RH513 6x2</td><td>50.5%</td><td></td></tr> <tr> <td>LT625 4x2</td><td>51.1%</td><td></td></tr> <tr> <td>LT625 6x4</td><td>51.1%</td><td></td></tr> <tr> <td>LT625 6x4</td><td>51.1%</td><td></td></tr> <tr> <td>LT625 6x2</td><td>51.1%</td><td></td></tr> </table> List prices appear on the sales proposal, and with the Sourcewell Sales Summary Sheet, clearly shows the Sourcewell Member they are getting the proper discounts as well as all items and charges in their proposal. There are 3 files with our Sourcewell Proposal. Each has multiple proposals with corresponding Sourcewell Sales Summary Sheets. As was mentioned earlier in the proposal, units going to a CARB state will need to have \$9000 added to the proposal for the additionally required CARB warranties. Availability diesel products in CARB states is very limited, Cummins is currently the only CARB certified power choice. Please discuss availability with International Dealer. We have not included FET as Government and non-profits are usually exempt. The federal government is NOT FET exempt.	Model	List Discount	Options Only	eMV607	24.5%		MV607	30.3%		MV607 LP	30.3%		HV607 4x2	30.1%		HV607 4x4	31.0%		HV607 6x4	31.0%		HV607 6x6	31.0%		HV607 4x2	30.1%		HV607 4x4	31.0%		HV607 6x4	31.0%		HV607 6x6	31.0%		HV513 4x2	47.8%		HV513 4x4	47.8%		HV513 6x4	48.2%		HV513 6x4	48.2%		HX520 /X15	49.1%		HX620 6x4 S-13	49.1%		HX620 6x4 X-15	49.1%		RH513 4x2	50.5%		RH513 6x4	50.5%		RH513 6x2	50.5%		LT625 4x2	51.1%		LT625 6x4	51.1%		LT625 6x4	51.1%		LT625 6x2	51.1%	
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59	Describe any quantity or volume discounts or rebate programs that you offer.	International will offer the following volume incentives for New Trucks purchased: 5-19 units will receive a \$1600 volume discount retroactive to unit 1 20+ units will receive an additional \$1600 incentive (total \$3000) retroactive to unit 1 These can be different truck models, they do not have to be the same but do need to be purchases on the same calendar year. Used Trucks do not have volume incentives.																																																																														
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	International dealers welcome "sourced" products as a truck isn't complete without the body and equipment to do the job. The majority of our government sales are turn-key and our dealers have great relationships with the TEM's and upfitters who provide additional equipment or modifications outside of the chassis assembly process. International Dealers can also include charging stations and related equipment for Electric Vehicles, along with the installation of that equipment. These items can be added to the members proposal with a handling fee not to exceed 5% of the cost of these goods and modifications. These items and the markup is clearly disclosed on the summary sheet the dealer provides the member with the proposal. In order to facilitate greater Sourcewell synergy with , when the dealer sources a body and equipment from a Sourcewell awarded contract holding TEM, the mark up will be limited to 4%.																																																																														
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This is not common as our Sourcewell Sales Summary Sheet spells out any and all charges for the vehicle. Not every state or province works the same. Some states have inspection, sales tax and other legislated requirements. We do provide an area to include those items on the Sourcewell Sales Summary Sheet.																																																																														
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Within the lower 48 and in Canada, there is a flat fee for freight. That freight fee is included in every vehicle and covers freight to a mod center, TEM/body upfitter or the selling dealership. When the unit is ordered the selling dealer puts in the shipping instructions. Once the unit is built, they moved to the Navistar contracted carrier. When you unit arrives at the destination they are to be inspected and any issues are identified before the driveway driver departs																																																																														
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If the delivery of the vehicle is not accessible by a highway or road, and requires a ship or plane to move, those cost would need to be established with the selling dealer. That is why we like the sale and purchase to take place with the local dealer. They know how to get units to the final destination. Hawaii is not covered by our factory freight. Our dealer in San Diego is the dealer in Hawaii and they have the skills and resources to get the vehicles shipped.																																																																														
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is traditionally done at the dealership for tractors or the TEM /body upfitter for units with the body installed. If the member is requesting a unique delivery requirement request that would need to be discussed and properly described and included in the pricing proposal.																																																																														

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is:	Comments
65	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	Navistar has volume incentives and enhanced pricing actions to create winning solutions for the Sourcewell Members. We are between A and B.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	With our current Sourcewell Contract 060920-NVS we worked with Sourcewell to streamline the process. the Sourcewell Sales Summary Sheet does a great job of spelling out all the ingredients of the sale. For dealers in the US, the dealer maintains the sales files, in the event of an Audit. In Canada, we have to lock in an exchange rate for currency when the dealer does their proposal. This requires paperwork to be submitted to the regional office before it gets quoted as well as signed paperwork back to the regional office before it is ordered. We have not experienced any issues with either method. Since our Sourcewell incentive is paid as a fixed dollar amount and not a percentage of the sale, we are not reporting the total vehicle sales amount.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The best scorecard we get is from Sourcewell, showing us how we are doing versus our competitors. We want to be #1. We do track Sourcewell order and delivery progress every month in the Work Truck Business unit. It is the only customer specific metric in the deck. We solicit feedback from Sourcewell members that reach out to us for questions on the contract. We call out Sourcewell victories in a weekly summary of events. We are tracking electric vehicle opportunities as well.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Navistar is pleased to provide Sourcewell with the following administrative fees: 1. New International branded trucks \$1500 per unit paid quarterly 2. Used Trucks \$750 per unit paid quarterly

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 only. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems only.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Class 8 Chassis Our Tractor Offering: • RH Tractor (Regional Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine. Cab configurations: Daycab and Sleeper. • LT Tractor (Long Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper. • HX Tractor (Heavy Haul) 6x4 and 8x6 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper. • Future Offering eRH Electric Tractor (Calendar Year 2025 & 2026) 4x2 and 6x4 axle configurations, power by an electric motor with varying range capabilities. Future cab configurations: Daycab and Sleeper. In our Vocational Trucks and Tractors, we offer the following: • HV 507/607 offered in the following axle configurations: 4x2, 4x4, 6x4, & 6x6 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • HV 513/613 offered in the following axle configurations: 4x2, 6x4, 6x6, and 8x6 with International's S13 diesel engine. Cab configurations: Daycab, Extended Cab, and Crew Cab • HX 520/620 offered in the following axle configurations: 6x4 and 8x6 with International's S13 and Cummins X-15 diesel engines Class 7 Chassis • HV 507/607 offered in the following axle configurations: 4x2, & 4x4 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab Class 6 Chassis • MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • CV offered in the following axle configurations: 4x2 and 4x4 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab Class 5 Chassis • CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab Class 4 Chassis • CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	International Trucks provides a diverse lineup of vehicles designed to meet various needs. Whether you're hauling heavy loads, navigating challenging terrains, or responding to emergencies, International has a truck for the job. There are 121 applications identified in our product line. Below are some of their notable offerings: • Utility Trucks: These trucks are dependable and designed to keep essential services running smoothly. From electricity to gas lines, they're built to handle critical tasks. • Concrete Mixers: For construction sites, these trucks can comfortably navigate rough terrain and take command of any project. • Construction Trucks: Built to last and lead, these trucks tackle unforgiving environments, tight deadlines, and tight budgets. • Crane Trucks: Ready for tough job sites, they offer dependable power, reliable drivetrains, and ergonomic cabs. • Dump Trucks: Loading, hauling, and dumping—these trucks take a beating and come back for more. • Fire & Rescue Trucks: With roomy cabs and gear space, International's emergency response vehicles lead the way when seconds count. • Heavy Haul Trucks: High torque, horsepower, and safety features make these trucks ideal for tough jobs. • Local Delivery Trucks: Fuel-efficient and maneuverable, they're more than just trucks—they're reliable partners. • Long Haul Trucks: Legendary fuel efficiency keeps more money in your pocket during those long routes. • Pick Up and Delivery Trucks: Proven reliability for getting goods delivered safely. • Snowplow Trucks: Durability, agility, and exceptional visibility for handling snow removal coupled with corrosion prevention, galvanized and stainless steel components where needed. • Streets & Sanitation Trucks: From potholes to recyclables, these trucks keep your city moving.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	• The HV™ models are built with double-sided galvanized steel cabs (galvaneal) for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, a stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Batteries can be in the cab for easier servicing in harsh weather and to free up rail space for mounting other components. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free. An optional single 1/2" frame rail has the strength of a double rail but is lighter in weight and eliminates the chance of inter-rail corrosion. • The extreme duty HX Series cab features a high-quality steel design, delivering structural and interior enhancements. The new cab includes upgrades to deliver increased corrosion resistance and endurance in rugged applications, enhancements are: • Coated steel used in toe boards and floor panel for enhanced corrosion protection • Reinforced B-Pillars for cab-mounted exhaust • Line-X coating on interior cab floor and extending ~ 2 inches up all sides for improved corrosion protection. • The MV models are built with double-sided galvanized steel cabs for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, an optional stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free. • The LT Series was designed and tested to maximize uptime and reliability. Advanced prognostics, diagnostics and monitoring are available for some systems/ components. These prognostics can anticipate possible issues and provide alerts before a problem occurs, allowing for performance of needed service and avoidance of additional downtime. Optional diagnostics provide full text messages for quick and thorough assessment of issues so that the vehicle can get back on the road again. Items such as vehicle performance and driving behavior can also be monitored via the advanced electronics offered on the LT.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	On Command Connection (OCC) is our industry-leading remote diagnostics solution supports all commercial truck makes and models* and transforms vehicle data into critical insights that help drive greater uptime and reduce total cost of ownership. *For most commercial vehicles powered by diesel engines, 2007 MY and later. • Fault Code Action Plans guide service technicians through every part and step of service required to address health issues and get your truck on the road. • Vehicle Health Reports are comprehensive health reports with links to critical vehicle performance and trip data, vehicle service history, open campaigns, active fault codes, and much more. • GPS mapping with nearby service centers, hotels, and more. • Identifies dealer on-hand inventory of needed parts. International 360 (i360) is our industry-leading service communications tool designed to accelerate the repair process, streamline communications with your dealer service center, and drive greater uptime. • Complete service information at your fingertips. • Seamless communications with dealers and up-to-date repair status. • Complete VIN-based information: asset specs, complete parts catalog, remote health data, and more. • Online service request initiation and estimate approvals. • Complete service history, up-to-date campaign information, and engine calibration status - Integration with parts inventory systems shows which dealer locations have the parts you need on the shelf now.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

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

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II, B, 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options. It's ready to accept nearly any body — from dump, ambulance, snow plow and low to refrigerator, utility, roll-back and more — without any special modifications and reinforcements. Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.

75	Class 5 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options¹. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements. Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.
76	Class 6 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options¹. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements. Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.
77	Class 7 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	The International MV Series is a versatile and reliable medium-duty truck with several notable features and benefits: Engine: The MV Series is powered by Cummins B6.7 or I9 engines¹. Versatility: The MV Series is designed with multiple functional and visual features focusing on fuel efficiency, upfitter accessibility, and driver comfort². It offers virtually limitless upfit possibilities. Safety: The MV Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. These active safety features can help drivers reach their destinations safely. Driver Comfort: The MV Series features a Driver First™ Interior. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department¹. The InterCoat® ChemGuard-coated floor panels with the optional LINE-X® coated interior floor can help defend against corrosive environments. Integration: The MV® Series is equipped with the Diamond Logic electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: The MV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration. GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International MV varies depending on the specific configuration, ranging from 20,000 to 54,600 lbs. These features make the International MV Series an excellent choice for a wide range of applications, including delivery, dump truck, landscaping, towing, utility, and snow plow.

78	Class 8 chassis	☐ Yes ☒ No	Internal Combustion Engine fuel types (ICE)	The International HV Series is a heavy-duty vocational truck with several notable features and attributes: Engine: The HV Series is powered by Cummins B6.7 or L9 engines¹. Versatility: The HV Series is designed with multiple functional and visual features focusing on fuel efficiency, driver comfort, and the versatility to meet the most demanding of vocational applications². Safety: The HV Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. Driver Comfort: The HV Series features a Driver First™ Interior¹. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department. Integration: The HV™ Series is equipped with the Diamond Logic® electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: The HV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration. GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International HV varies depending on the specific configuration, ranging from 51,000 to 73,000 lbs. These features make the International HV Series an excellent choice for a wide range of applications, including concrete, construction, municipal, and utility. The International HX Series is a heavy-duty vocational truck with several notable features and attributes: Engine: The HX Series is powered by the revolutionary International® S13 Integrated Powertrain, which includes the International® S13 Engine, International® T14 Transmission, and Dual Stage Aftertreatment system. Versatility: The HX Series is designed with features engineered to provide superior maneuverability and unrivaled driver visibility². It's built to endure, thrive, and dominate, making it the go-to option for the most demanding applications. Safety: The HX Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. Driver Comfort: The HX Series features a Driver First™ Interior¹. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Over 100 years' experience building vocational trucks has resulted in a truck designed to be on the road and at the worksite, not in the service bay. Integration: The HX™ Series is equipped with the Diamond Logic® Electrical System which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: All HX® Series models are available in the following cab options: Day Cab, Sleeper Cab. It also offers automated manual, automatic, and manual transmission options. Applications: The HX Series is built to carry the load in various applications such as concrete, construction, heavy haul, and heavy wrecker. These features make the International HX Series an excellent choice for a wide range of applications. The International LT Series is a heavy-duty truck with several notable features and attributes: Engine: The LT Series is powered by either the International® A26 engine or the Cummins® X15 engine¹². Fuel Efficiency: The LT Series equipped with the revolutionary International® S13 Integrated Powertrain may see up to a 15%* gain in fuel economy over the first-generation International® A26². Safety: Standard Bendix® Wingman® Fusion™ Collision Mitigation System and Predictive Cruise Control for greater fuel efficiency and lower operating costs. Transmission: Available Eaton Endurant™ transmission delivers best-in-class service intervals, smooth shifting, and lightweight design¹². Cab Options: All LT Series models are available in the following cab options: Day Cab, 66" High-Rise Sleeper. GVWR: The Gross Vehicle Weight Rating (GVWR) of the International LT varies from 32,000 to 96,000 lbs³. Axle Configurations: The LT Series offers 4x2, 6x4, and 6x2 axle configurations. Brakes: The LT Series is equipped with Air Drum Brakes with ABS with Optional Automatic Traction Control and Electronic Stability Control. These features make the International LT Series an excellent choice for a wide range of applications². Please note that actual customer results may vary due to various factors, including but not limited to, truck specifications, weight of the vehicle, predictive features, environmental conditions, etc.
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79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	When you need a new truck, but can't wait 2 years to get one, a Certified Used Truck can fill that need. International has 16 Company owned locations and 696 dealer locations that can sell this product. These units are fleet maintained and recent off rental, off lease trucks that are available immediately. As with our new chassis, these units can get bodies and equipment added to them using the same turn key process was created for new trucks. There are 240 TEM's that are part of the International Diamond Partner Program making body installation and upfitting easier. Diamond Logic Electrical System as described earlier in the RFP provides Plug and Play capabilities for the TEM while providing hundreds of safety and time saving features for the end operator of the Truck. On Command Connection, a telematic system that comes standard with every MV, HV, HX, RH and LT. Allows fleet managers to track vehicle systems with app on their phone displaying health history of the vehicle and interacting with dealer and fleet to minimize down time and maximize operation. International also holds a Parts Contract with Sourcewell and an IC Bus Contract with Sourcewell. Fleet Charge allows Sourcewell members to get great discounts, consolidated billing, 30 days terms and access to many special parts programs that are no charge. All a member has to do is sign up for Fleet Charge.
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Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

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

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems only. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No	Not Available at this time
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☐ Yes ☒ No	Not Available at this time
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☐ Yes ☒ No	Not available at this time
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☒ Yes ☐ No	The International eMV Series is an electric commercial truck with several notable features and attributes: Range: The eMV has a typical range of 135 miles. Power: The peak power of the eMV is 342hp, provided by a 210 kWh Lithium Iron Phosphate (LFP) battery. Regenerative Braking: The eMV features 3 levels of regenerative braking. Acceleration: The acceleration of the eMV is equal to or better than diesel. Battery Thermal Management System (BTMS): The eMV uses a standard red coolant for its BTMS. Maintenance: The eMV requires lower maintenance compared to diesel. Charging Solutions: Turn-key charging solutions are available from the International Zero Emissions Team. These features make the International eMV Series an excellent choice for a wide range of applications. Please note that actual range is based on environmental conditions, driving behaviors, diminishing loads, and maximum use of regenerative braking.
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☒ Yes ☐ No	We are putting a place holder here for future Tractor and Severe Duty Truck.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Purchasing an electric commercial vehicle begins with making sure you have enough power at your facility to charge the unit. International has consultants that work with the local dealer to get you started on the right path. International also has a team of people who work on grants and funding for electric vehicles to make your transition easier. Our application engineers and Diamond Logic team are also there to help the TEM upfit the truck. We offer In-Charge branded Charging Stations in our price pages and have a partnership with the Quanta, the largest utility construction company in North America, to help Sourcewell members get proper power to the property and connect charging stations. With CARB and EPA requirements, it is estimated that 50% of commercial trucks and buses will be electric by 2030. With a \$1 Billion EPA Clean Truck Program launching after this RFP, what better time to start EV Journey.

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 88. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Navistar Sourcewell RFP Sales Proposals 3.27.24.pdf - Wednesday March 27, 2024 17:33:16
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Marketing Sourcewell 3.24.pdf - Thursday March 28, 2024 08:26:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell New Truck Warranty info and Used Truck Warranty 032824 Navistar.pdf - Thursday March 28, 2024 11:07:24
- [Standard Transaction Document Samples](#) - Sourcewell 032824 International Truck Specs and Sourcewell Sales Summary Sheets 3.28.24.pdf - Thursday March 28, 2024 09:57:35
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Navistar EV Dealers and Map of Sales and Service Locations as of 3.24.pdf - Thursday March 28, 2024 09:04:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bob Mann, Vice President, Government Sales and Diamond Logic Builder, Navistar, Inc

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

☐ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:38 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1

**AMENDMENT #1
TO
CONTRACT # 032824-NVS**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Navistar, Inc. (n/k/a International Motors, LLC)**, 75 Fountain St., Suite 310, Providence, RI 02902 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 2, 2024, through July 9, 2028 (Contract).

Navistar Inc. has rebranded and changed its name and street address to the following:
International Motors, LLC, a Delaware entity d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah, having a principal place of business at 2701 International Drive, Lisle, IL 60532.

Sourcewell acknowledges Supplier's current rebranding efforts, and has agreed to amend the Contract to accommodate the new corporate name, International Motors, LLC.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D08469...
Jeremy Schwartz, Chief Procurement Officer
Date: 10/8/2024 | 9:00 PM CDT

International Motors, LLC*

Signed by:
By: Bob Mann
28B83367778A47E...
Name: Bob Mann
Title: Vice President Government Sales
Date: 10/8/2024 | 5:52 PM CDT

*International Motors, LLC d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah.

**AMENDMENT #2
TO
CONTRACT # 032824-NVS**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **International Motors, LLC**, d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah. (Supplier).

Sourcewell awarded a contract to the Supplier to provide Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 2, 2024, through July 9, 2028 (Contract).

The parties wish to amend the contract to update Suppliers pricing strategy.

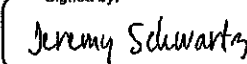
NOW, THEREFORE, the parties amend the Contract as follows:

Delete Line 60 in its entirety and replace it with:

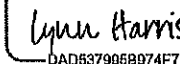
Percentage discount will vary by product category, but ranges from 3% to 20% off MSRP. In addition to our parts discount, and in response to customer demand, we recognize that our customer base would like to have their supporting International® Truck dealer provide maintenance, repair, and/or fleet management services in conjunction with parts purchases. Pricing for these services shall be determined on a case-by-case basis and will be submitted in advance to Sourcewell for review and approval through the established Pricing and Proposal (P&P) process prior to commencement of any such services.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Chief Operating Officer
Date: 5/21/2025 | 7:12 PM CDT

International Motors, LLC

Signed by:

By: DAD5379068974F7...
Lynn Harris
National Accounts Sales Director
Date: 5/23/2025 | 9:40 AM CDT

**AMENDMENT #2
TO
CONTRACT # 032824-NVS**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **International Motors, LLC**, d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah. (Supplier).

Sourcewell awarded a contract (032824-NVS) to the Supplier to provide Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 2, 2024, through July 9, 2028 (Contract).

The parties wish to amend the Contract to update Suppliers pricing strategy.

NOW, THEREFORE, the parties amend the Contract as follows:

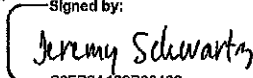
The Contract's Proposal Table 11: Pricing and Delivery, Line 58 is modified to revise the following Models:

Model	Revised List Discount
CV	\$4,600
eMV	24.5% Options Only
MV-607	28.4%
HV-507/607 4x2	28.5%
HV-507/607 4x4/6x4/6x6	29.5%
HV-515/615 4x2	46.3%
HV-515/615 6x4/8x6	46.7%
HX-520/620 6x4/8x6	47.6%
RH-613 4x2/6x2/6x4	48.9%
LT-625 4x2/6x2/6x4	49.5%

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:



C0FD2A139D06489...

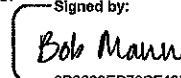
By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 2/2/2026 | 7:00 PM CST

International Motors, LLC

Signed by:



3B3680ED70CF40B...

By: _____

Bob Mann
Vice President, Government Sales and
Diamond Logic Builder

Date: 2/3/2026 | 6:54 AM PST



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.36

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: August 6, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

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

Recommendation:

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

Attachments:

- PD GRT – Other Capital Equipment-Vehicles
- 2026 Expedition and Full Uplift

Fiscal Impact (Finance): Yes

- \$ 72,886.00

Legal Review (City Attorney): N/A
None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC agendas 8-12-25

*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*

August 6, 2026

To City Mayor, Pro-Tem and Commissioners.

RE: 2026 EXPEDITION & FULL UPFIT

The Procurement Department along with the Police Department are requesting an approval amount of \$72,886.00 with the PD GRT – Other Capital Equipment-Vehicles. This will be for the police vehicle, as well as the upfitting, and sound off lighting.

I will defer to Chief Tavison, thank you.

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

\$72,886.00

PD GRT – Other Capital Equipment-Vehicles

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition : #96809

PROCUREMENTS \$60,000 AND OVER

2026-27 Fiscal Year

COMMISSION MEETING 07/22/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	PHIL LONG FORD OF RATON, LLC	2026 EXPEDITION & FULL UPFIT	Carlos Miyagishima	Procurement	\$72,886.00	PD GRT – Other Capital Equipment-Vehicles
B.						
C.						
D.						
TOTAL					\$72,886.00	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



REQUISITION

Requisition #: 96809

Date: 07/27/2026

Vendor #: 8732

ISSUED TO: PHIL LONG FORD OF RATON, LLC
301 S SECOND STREET
RATON, NM 87740-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 2026 EXPEDITON XL, 4X4, SSV, AGATE BLACK		0.00 296-2403-80810	53,995.00
2	0 EXPEDITION UPFIT, SOUND OFF LIGHTING - TROY ME		0.00 296-2403-80810	18,891.00

PO Description: 2026 EXPEDITION & FULL UPFIT

Detailed Description:

2026 EXPEDITION XL 4X4 SSV AGATE BLACK
EXPEDITION UPFIT, SOUND OFF LIGHTING - TROY METAL

PENDING COMMISSION'S APPROVAL

Authorized By: _____

SUBTOTAL:	72,886.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	72,886.00



QUOTE TO: Truth or Consequences Police Dept
ATTN: Chief Luis Tavizon

QUOTE NUMBER	072326-1
QUOTE DATE	July 24, 2026
Agency PO #	
CES PO#	
TERMS	Due on Receipt
SALES REP	RJ Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

PRICE AGREEMENT: NMSPA 40-00000-24-00068			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2026 Expedition XL, 4x4, SSV, Agate Black MSRP \$59,995 Less contract discount 10%	53,995.50	\$53,995.50
			\$0.00
1	Expedition Upfit, Sound Off Lighting - Troy Metal MSRP \$20,990 less contract discount of 10%	18,891.00	\$18,891.00
Additional Information:			72,886.50
Proposal valid for 90 Days			
DIRECT ALL INQUIRIES TO: RJ Butler (505) 410-2434 email: rbutlerj@philong.com			\$72,886.50 Total AMOUNT

THANK YOU FOR YOUR BUSINESS!



EXPEDITION

2025 EXPEDITION XL 4X4
XL 5-PASSENGER
3.5L ECOBOOST V6 ENGINE
10SPD AUTO TRANS W/SLCTSHFT

EXTERIOR
AGATE BLACK METALLIC
INTERIOR
ULTRA DARK SPACE GRAY CLOTH

TE A04395

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DOOR HANDLES - BODY COLOR
- EASY FUEL CAPLESS FILLER
- FORD SPLIT GATE
- HEADLAMPS-LED REFLECTOR
- HEAVY DUTY TRAILER TOW
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASHER/ST
- ROOF-RACK SIDE RAILS-BLACK
- RUNNING BOARDS - FIXED
- TAIL LAMPS - LED
- TRAILER SWAY CONTROL

INTERIOR

- TOUCH UP/DOWN DRYPASS W/
- 2ND ROW 40/20/40 FOLD-FLAT
- CARGO MANAGEMENT SYSTEM
- DUAL SLURM V6 VANITY MIRR
- POWER DRV SEAT - 8-WAY
- ROTARY GEAR SHIFT DIAL
- STEERING/TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- TRF-ZONE AUTO CLIMATE CTRL

FUNCTIONAL

- 24" PANORAMIC DISPLAY
- 13.2" CENTER DISPLAY
- 4-WHEEL INDEPENDENT SUSP.
- AM/FM/MP3, 6 SPEAKERS
- FORD APP
- FORD CO-PILOT360BASIS2.0
- HILL DESCENT CONTROL
- HILL START ASSIST
- INTELLIGENT 4WD SYSTEM
- REMOTE START W/ FORD APP
- TERRAIN MANAGEMENT SYSTEM
- W/ SELECTABLE DRIVE MODES
- TWO-SPEED TRANSFER CASE

SAFETY/SECURITY

- ADVANCETRACSM WITH RSC[®]
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - SAFETY CANOPY[®]
- AIRBAGS - SIDE IMPACT FRNT
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERSONAL SAFETY SYSTEMSM
- REAR OCCUPANT ALERT
- SECURE PKG 1 YR INCLUDED
- SECURLOCKSM ANTI-THIEF SYS
- SOS POST-CRASH ALERT SYSSM

WARRANTY

- 3YR/50,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 102A
OPTIONAL EQUIPMENT/OTHER
P255/55R18E A/T 25W TIRES
18" DARK ALLOY PAINT ALLM W/L
COAR PKG/1YR INCL W/FORD APP
FRONT LICENSE PLATE BRACKET

(MSRP)

NO CHARGE

PRICE INFORMATION

BASE PRICE
TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY

(MSRP)

\$57,400.00

\$7,400.00

2,195.00

TOTAL MSRP \$59,995.00

Scan The QR Code to
get more details about
this vehicle



SPECIAL ORDER

SR021 N RB 2X 615 000846 12 02 25

This label is offered pursuant to the Federal Automobile
Information Disclosure Act. Gasoline, License, and Title Fees,
State and Local taxes are not included. Dealer installed
options or accessories are not included unless listed above.

EPA DOT Fuel Economy and Environment

Fuel Economy

18 MPG
combined city/hwy
5.6 gallons per 100 miles

Standard SUVs range from 12 to 115
MPG. The best vehicle rates 148 MPG.

You spend
\$5,250

more in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel cost
\$2,750

Fuel Economy & Greenhouse Gas Rating



This vehicle emits 501 grams CO₂ per mile. The best emits 6 grams per mile (passenger only). Producing and distributing fuel also create emissions, learn more at fuelconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.32 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant source of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FMJ01G85TEA04395



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle

FordPass ConnectSM

Download the FordPassSM app and you can:

Access Vehicle Control Features

- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Receive vehicle health alerts

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 1GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-enabled devices.

The FordPass ConnectSM system is active and working when the vehicle is on (e.g., diagnostics) to Ford. See an alert in Settings for connectivity options.



ProtectSM

Insure on Ford ProtectSM! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.



Credit

Get Prequalified now at www.ford.com/finance



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.3c

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Procurement
DATE SUBMITTED: August 6, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

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

Recommendation:

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

Attachments:

- Statewide Price Agreement #00-00000-20-00093AJ
- General Fund – Governing Body-Building & Structures
- PD GRT Fund – Building & Structures
- Police Department Security System Controls

Fiscal Impact (Finance): Yes

- \$ 155,929.30

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 8-12-26

*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 Hoeppner
Commissioner*

*Chaz M. Glines
Commissioner*

*Gary Whitehead
City Manager*

August 6, 2026

To City Mayor, Pro-Tem and Commissioners.

RE: POLICE DEPARTMENT SECURITY SYSTEM CONTROLS

The Procurement Department along with the Police Department are requesting an approval amount of \$143,879.40, that is under a Statewide Price Agreement #00-00000-20-00093AJ. This is funded through multiple sources of General Fund – Governing Body-Building & Structures, and PD GRT Fund – Building & Structures.

I will defer to Chief Tavison, thank you.

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

\$143,879.40
Multiple Sources

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition : #96895

PROCUREMENTS \$60,000 AND OVER

2026-27 Fiscal Year

COMMISSION MEETING 07/22/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	INTRAWORKS INC	POLICE DEPARTMENT SECURITY SYSTEM CONTROLS	Carlos Miyagishima	Procurement	\$143,879.40	Multiple Funds
B.						
C.						
D.						
TOTAL					\$143,879.40	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Mayor

Date



REQUISITION

Requisition #: 96895

Date: 08/05/2026

Vendor #: 9162

ISSUED TO: INTRAWORKS INC
7910 LORRAINE CT NE
ALBUQUERQUE, NM 87113-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 Access Control & CCTV Install Police Dept.		0.00 101-1000-80805	71,939.70
2	0 Access Control & CCTV Install Police Dept.		0.00 296-2403-80805	71,939.70
PO Description: Police Department Security System Controls				
Detailed Description: Commission Approval 8-12-2026 Access Control & CCTV Install Police Dept. Installation of access controls to doors and security cameras throughout the building State Price Agreement #00-00000-20-00093AJ				

Authorized By: _____

SUBTOTAL:	143,879.40
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	143,879.40



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:

0000005151

Intraworks, Inc.

7910 Lorraine Ct. NE,

Albuquerque, NM 87113

Email: promero@intraworksusa.com ;

mflores@intraworksusa.com ;

jkkellogg@intraworksusa.com

Telephone No. (505) 884-1970

Contract Number: 00-00000-20-00093AJ

Amendment No.: Ten

Term: September 9, 2020 – September 8, 2026

Ship To:

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

Procurement Specialist: Yulastuti Wulandari *YW*

Telephone No.: (505) 469-2248

Email: Yulastuti.Wulandari@gsd.nm.gov

Invoice:

As requested at time of order

Title: Low Voltage Systems and Related Services

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 9, 2025 to September 8, 2026 at the same price, terms and conditions.

See attached Amendment No. 10 for more information.

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

Proposal

Access Control & CCTV Install – GENETEC

prepared exclusively for:

Truth or Consequences Police Department Office

Proposal Version Number: v1.0

Prepared for:

Jocelyn Holguin
Finance Director
505 Sims Street
Truth or Consequences, NM 87901
(575) 740-7323
jholguin@torcnm.org

Prepared by:

Servando Renteria
El Paso Branch Manager
9009 Gateway South Blvd.
El Paso, TX 79904
(915) 637-1698
srenteria@intra@susa.com

Confidentiality Notice

This proposal contains proprietary designs, security, safety, and business information that could cause harm to both parties if care is not taken to protect its proprietary nature. This Proposal, and any exhibits and attachments hereto, (collectively, this "Proposal") and any information contained herein, is the property of IntraWorks, Inc. and shall constitute proprietary and confidential information. The party to whom this Proposal is addressed (the "Receiving Party") acknowledges the confidential nature of this Proposal and agrees to take all necessary precautions to ensure the confidential treatment of this Proposal and all information contained herein. This Proposal is intended solely for the employees, representatives, and agents of the Receiving Party (the "Receiving Party Representatives"); provided, however, that this Proposal is only to be disclosed to those Receiving Party Representatives on a "need-to-know" basis. Except for the Receiving Party Representatives, this Proposal will not be used, copied, reproduced, disclosed or otherwise made available, directly or indirectly, to any other person, firm, corporation, governmental unit, association or entity, for any purpose whatsoever, without the prior written consent of IntraWorks, Inc. This provision does not apply to public entities bound by the Freedom of Information Act (FOIA).

Friday, May 8, 2026

Dear Jocelyn,

Thank you for considering IntraWorks for your business security needs.

Pursuant to your request, please find our proposal for your Access Control & CCTV Install.

We look forward to serving you in the near future. We are confident that we can deliver the most comprehensive solution to your security needs in a very cost-effective way.

Since we are a local firm, we believe we can respond extremely fast to any emergency need, 24 hours a day, and 7 days a week. Please review the included materials on our full protection plan for further details.

Please contact me if you have any questions regarding our proposal or any of the supporting documentation.

Sincerely,

Servando Renteria

Servando Renteria
El Paso Branch Manager

Scope of Work:

Intraworks will be installing access control to four doors and cameras throughout the building as identified per our walk through with Chief of Police. There will not be a lapse in security during this transition. All items used for this project are detailed below.

QTY	Manuf.	ITEM	MSRP Unit	MSRP Total	Disc.	Customer Price
1	Genetec	SV-300E-T4-48T-16-I5 - Streamvault™ SV-300E Series	\$16,900.00	\$16,900.00	5%	\$16,055.00
12	Genetec	GSC-SV-AIO-1C - 1 Camera Connection for Streamvault	\$120.00	\$1,440.00	5%	\$10,944.00
12	Genetec	ADV-CAM-AIO-1YR - Genetec Advantage for 1 Year	\$25.00	\$300.00	5%	\$285.00
7	Wesco	P3737-PLE - Panoramic 4x5MP 360IR Illumination	\$1,799.00	\$12,593.00	5%	\$11,963.35
7	Wesco	T94N01D - Pendant Kit	\$99.00	\$693.00	5%	\$658.35
7	Wesco	T91H61 - Wall Mount	\$209.00	\$1,463.00	5%	\$1,389.85
7	Wesco	T91A64 - Corner Bracket	\$89.00	\$623.00	5%	\$591.85
2	Wesco	P9117-PV - Indoor Corner Mounted Anti-Ligature Camera with Microphone	\$789.00	\$1,578.00	5%	\$1,499.10
2	Wesco	M3088-V - 8 MP Dome Camera with Varifocal Lense	\$479.00	\$958.00	5%	\$910.10
1	Wesco	M4308-PLE - 12MP Fisheye Camera	\$1,059.00	\$1,059.00	5%	\$1,006.05
1	PSA	TPE- BG182 - 18 port 4PPOE Swich	\$667.00	\$667.00	5%	\$633.65
7	PSA	DTK-MRJOES- Surge Protectors for CCTV	\$126.65	\$886.55	5%	\$842.22
1	ADI	0E-43MON1080 - Capture 42" 1080P Monitor	\$831.99	\$831.99	5%	\$790.39
1	ADI	NX-FL4290 - Wall Mount for 42" monitor	\$103.99	\$103.99	5%	\$98.79
1	ADI	TC-B1261A1 - Tripp Lite HDMI Extender	\$394.83	\$394.83	5%	\$375.09
1	ADI	EPU1500LCD - UPS	\$229.99	\$229.99	5%	\$218.49
1	Genetec	SY-CLOUDLINK-G2 - Synergis™ Cloud Link with 4GB of RAM, 16GB Flash	\$1,330.00	\$1,330.00	5%	\$1,263.50
1	Genetec	SY-MP1501 - Mercury Intelligent Controller	\$1,835.00	\$1,835.00	5%	\$1,743.25
1	Genetec	SY-MR52-S3 - Mercury 2-reader interface module Series 3	\$880.00	\$880.00	5%	\$836.00
1	Genetec	SY-DV8RD-E4M - LifeSafety Power - Genetec enclosure - 12V & 24VDC	\$1,083.00	\$1,083.00	5%	\$1,028.85
6	Genetec	ADV-RDR-AIO-1Y - Genetec Advantage Per Reader 1 Year	\$9.00	\$54.00	5%	\$51.30
6	Genetec	GSC-SV-AIO-1RE - 1 Reader connection	\$90.00	\$540.00	5%	\$513.00
1	PSA	40NKS-00-000000 - Signo 40 from HID Card Reader	\$549.44	\$549.44	5%	\$521.97
4	PSA	DS160 - Rex Motion	\$98.88	\$395.52	5%	\$375.74
2	PSA	SD-70 - Recessed Contact	\$24.77	\$49.54	5%	\$47.06
2	PSA	8000C-LBM - 8000 Door Strike	\$348.49	\$696.98	5%	\$662.13
1	PSA	9600-630-LBSM - 9600 Door Strike	\$805.49	\$805.49	5%	\$765.22

		safety	security	energy			
1	PSA	DCEL - Day Cage Electronic Lock		\$622.49	\$622.49	5%	\$591.37
2	PSA	BT126 - 12V7AH Batteries		\$46.19	\$92.38	5%	\$87.76
1	PSA	5006PGGMN - Composite I Class SEOs CARDS x100		\$218.99	\$218.99	5%	\$208.04
4000	WCW	556609 - Cat6		\$0.79	\$3,160.00	5%	\$3,002.00
2000	WCW	4461230 - Composite		\$1.49	\$2,980.00	5%	\$2,831.00
1	CPSG	HDSL24UL-MC - Heavy Duty Slide Gate Operator - Liftmaster		\$6,763.45	\$6,763.45	5%	\$6,425.28
1	CPSG	LOOPDETLN- Loop Detector-Plug In 12VDC/3mA		\$269.09	\$269.09	5%	\$255.64
1	CPSG	WIRE-XLPE-BK - Loop Wire-18 AWG/XLPE-BLACK		\$323.64	\$323.64	5%	\$307.46
4	CPSG	BD-LS BLACK - Single Tube of (30fl.oz) SC Loop Sealant		\$48.43	\$193.72	5%	\$184.03
1	CPSG	MC-CS-08-E - Housing Carbon Steel 8x8 Black		\$378.97	\$378.97	5%	\$360.02
1	CPSG	PED42 - Gooseneck 42", Pad-Mount, Single Height		\$275.21	\$275.21	5%	\$261.45
1	IW	Lot Misc. Hardware, Labels, Wireway, Connectors, Cable management		\$4,669.25	\$4,669.25	0%	\$4,669.25
1	IW	G&A		\$19,887.99	\$19,887.99	0%	\$19,887.99
1	IW	State Contract & Bond		\$3,500.00	\$3,500.00	0%	\$3,500.00
1	IW	Scissor Lift Rental		\$3,000.00	\$2,000.00	0%	\$3,000.00
30	IW	Project Design/Development Consultant		\$180.00	\$5,400.00	0%	\$5,400.00
80	IW	Installer Labor		\$104.00	\$8,320.00	0%	\$8,320.00
120	IW	Technician Labor		\$145.00	\$17,400.00	0%	\$17,400.00
		TOTAL					\$132,760.59

*Pricing shown does not include taxes

General Notes

1. Intraworks shall not be liable for any delays, however caused, or for interruptions of services caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Intraworks. Intraworks will not be required to furnish service to customer while such interruption shall continue. Work to be performed during business hours; if work needs to be performed after hours additional labor will be on an hourly basis at overtime rates.
2. This proposal was created by using State Contract pricing # 00-00000-20-00093.
3. Smart Service Agreement can be purchased separately.
4. This quote does include a One-year Extended Warranty.
5. Customer is to provide IP addresses & network connection as needed and prior to installation.
6. This quote reflects Davis-Bacon Wage Determination #NM20260012.
7. No post-installation or as-builts (we are using the drawing provided).
8. Patching, painting, or surface correction is NOT included in this proposal.
9. Conduit was not included in this proposal.
10. Trenching was not included in this proposal for power to get operator.
11. Lift rental was included in this proposal.
12. Quote valid for 30 days from the date of the proposal. If a PO and/or signage is done before the 30 days, the proposal is valid.
13. Expedited shipping fees were NOT included in this proposal.

*****PLEASE READ ALL NOTES BEFORE INTL*******

****Initial that customer has read and agrees to all general notes**

Sales Agreement

1. **SERVICES:** IntraWorks, Inc. shall install, and warranty the system(s) as designed by IntraWorks, Inc. and approved by Customer, in accordance with the attached IntraWorks, Inc. proposal.
2. **INSTALLATION CHARGES:** The Customer agrees to pay IntraWorks, Inc., its agents or assigns, the equipment and installation charges and, if applicable, the lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal.
3. **INSTALLATION:** Customer hereby authorizes and empowers IntraWorks, Inc. to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation and factory of the systems on its premises. Such work shall be performed in a workmanship like manner in accordance with IntraWorks, Inc. standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of IntraWorks, Inc. to provide factory warranty related to the system pertains solely to the items specified in the Bill of Materials as listed in the Proposals. IntraWorks, Inc. is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to whom such specified systems or components are attached, unless specifically agreed upon in the Proposal. Factory Warranty provided by IntraWorks, Inc. under this Agreement does not assure against, nor does IntraWorks, Inc. assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered under factory warranty only, IntraWorks, Inc. is obligated to repair or replace the defective equipment during normal business hours. Advance replacements or loaner equipment is not provided. Some parts may need to be sent to the factory for repair. IntraWorks, Inc. will pay normal freight.
4. **ACCESS:** IntraWorks, Inc. technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide installation.
5. **OWNERSHIP:** For installations, the Customer represents that it is the owner of the premises whereby the system is being installed, or, if not the owner, has authority from the owner to have such equipment installed under this Agreement.
6. **OPERATION:** Customer represents and agrees to properly test and set the system on every closing and to properly turn off or the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify IntraWorks, Inc. promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires IntraWorks, Inc. service); if IntraWorks, Inc. representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s).
7. **DELAYS - INTERRUPTION OF SERVICE:** IntraWorks, Inc. shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and/or other signal transmission lines, or by any event beyond the control of IntraWorks, Inc. IntraWorks, Inc. will not be required to furnish service to Customer while such interruption shall continue.
8. **EQUIPMENT COVERED:** Refer to attached Proposal or Equipment List, as applicable.
9. **TERMINATION/PAYMENT:** IntraWorks, Inc. has the option to terminate this agreement for cause should any payment due from Customer IntraWorks, Inc. remain overdue for a period of more than thirty (30) days. Should IntraWorks, Inc. elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.
10. **SUCCESSORS:** The Agreement is not assignable by Customer except upon the written consent of IntraWorks, Inc., which consent will not unreasonably be withheld.
11. **ENTIRE AGREEMENT:** This Agreement is to govern the providing of installation by IntraWorks, Inc. to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of IntraWorks, Inc. If approval is not obtained, the only liability of IntraWorks, Inc. shall be to return to Customer the amount, if any, paid to IntraWorks, Inc. upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.
12. **JURISDICTION:** This Agreement will be governed by the laws of the State of New Mexico.

Acceptance:

The specifications, conditions, and prices for:

Access Control & CCTV Install – GENETEC

presented in this proposal are accepted as indicated by the appropriate signatures below.

Presented by:

Servando Renteria

Authorized Signature:

Servando Renteria

Printed Name:

Branch Manager

Title:

May 8, 2026

Date:

Accepted by:

Authorized Signature:

Printed Name:

Title:

Date:

From: serando@intraworkusa.com
To: localyn@intraworkusa.com
Cc: serando@intraworkusa.com
Subject: Proposal - Truth or Consequences Police Department - Access Control & CCTV Ingest GENETEC
Date: Wednesday, August 3, 2024 9:37:00 AM

Good morning localyn,

Hope all is well. The attached quote is still valid and can be used.

Thank you,

Servando Renteria
Sr. Sales - Branch Manager



3875 Gateway South Blvd. 3rd Floor TX 75069
972.772.4307 office
972.227.7038 mobile
serando@intraworkusa.com
www.intraworkusa.com

Confidentiality Notice

INTRAWORKS USA - DISCLAIMER - This message and any accompanying documents are intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. All personal messages express views solely of the sender, which are not to be attributed to INTRAWORKS USA or any of its affiliated organizations, and may not be distributed without this disclaimer. If you received this message in error, please notify us immediately at serando@intraworkusa.com

From: holgum.localyn@trccm.org
Sent: Wednesday, August 3, 2024 5:37 AM
To: Servando Renteria serando@intraworkusa.com
Cc: Ricardo Trujillo rttrujillo@trccm.gov, Myagdyana Carlos cmagdyana@trccm.gov
Subject: Re: Proposal - Truth or Consequences Police Department - Access Control & CCTV Ingest GENETEC

Good Morning Servando,

Would you please confirm if the attached quote is valid to move forward or would you need to provide an updated version. Please advise. Thank you.

Best Regards,

Jacobo Holgum
Chief Financial Officer
City of Truth or Consequences
301 State Street
Truth or Consequences, NM 87906
Phone: 505.740.7883
jholgum@trccm.org

From: Servando Renteria <serando@intraworkusa.com>
Sent: Friday, May 3, 2024 7:33 PM
To: holgum.localyn@trccm.org
Subject: Proposal - Truth or Consequences Police Department - Access Control & CCTV Ingest GENETEC

Hi localyn,

Hope all is well. Please see attached proposal at your earliest convenience. Let me know if you have any further questions or concerns.

Thank you,

Servando Renteria
Sr. Sales - Branch Manager



3875 Gateway South Blvd. 3rd Floor TX 75069
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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.4

SUBJECT: Discussion/Action: Agreement between the County of Sierra and the City of Truth or Consequences regarding animal shelter services.

DEPARTMENT: Community Services

DATE SUBMITTED: August 6, 2026

SUBMITTED BY: O.J. Hechler

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

Summary/Background: The City will make available to the County shelter services for animals delivered by or on behalf of the County, including the housing, feeding, routine care, adoption efforts, and lawful final disposition of such animal in exchange for the compensation set forth in this agreement.

Recommendation:

Approval

Attachments:

- Expired Contract for Services – Animal Shelter
- Agreement between the County of Sierra and the City of T or C – Animal Shelter

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 8-12-26

July 2018 to June 2026

EXPIRED CONTRACT

CONTRACT FOR SERVICES

This Agreement is entered into by and between the **City of Truth or Consequences** (hereinafter called "City") and the **County of Sierra** (hereinafter called "County").

RECITALS

- A. The City has entered into a contract with the Sierra Veterinary Services, LLC (hereinafter called "Contractor") whereby the Contractor is to perform services for an animal shelter for the housing, feeding, adoption and final disposition of all impounded animals. A copy of said Contract is attached hereto as "EXHIBIT A".
- B. The County also desires to have the same services performed on behalf of the County.
- C. For the consideration described below, the City agrees to act as fiscal agent for the County so that the Contractor will perform the same services on behalf of the County.
- D. The Contractor is aware that it will be providing the same services for the County as it is for the City, despite not having a separate Contract with the County, and has indicated that it has no objection to this Contract being entered into and the City acting as fiscal agent for the County.

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

- 1. The City shall act as fiscal agent for the County. The City by and through its already existing Contract with the Contractor (**Exhibit A Attached**), shall provide the same services to the County as those that the Contractor shall provide to the City.
- 2. The Parties shall be bound by the same terms and conditions as those expressed in EXHIBIT A, unless otherwise stated in this Contract.
- 3. **3. The amount of compensation to be paid hereunder by the County to the City shall be \$3,000.00 per month for all regular services. Payment shall be due on the 15th day of each month.**
- 4. **4. This Contract shall commence upon execution and be completed on July 17, 2018. The Contract may be renewed annually under the same terms and conditions for up to eight (8) additional years, upon the parties' mutual consent. As "EXHIBIT A" calls for an evaluation of fees, the compensation in this Contract may be adjusted in a proportionate amount.**
- 5. The County acknowledges that the City's performance under this Contract is conditional upon the Contractor fulfilling its obligations under EXHIBIT A and not objecting to the County receiving comparable services under this Contract. In the event EXHIBIT A is terminated for whatever reason, the City would have no further obligations under this Contract.
- 6. Either party may terminate this agreement by giving sixty (60) days written notice to the other party.

The City of Truth or Consequences

CONTRACT FOR SERVICES

PART I- AGREEMENT

This Agreement for services is by and between The City of Truth or Consequences (hereinafter called "City"), and Sierra Veterinary Services, LLC (hereinafter called "Contractor").

WHEREAS The City wishes to engage the contractor to provide services for an animal shelter for the housing, feeding, adoption and final disposition of all impounded animals.

And WHEREAS the Contractor wishes to deal with only one (1) entity, the City agrees to act as the fiscal agent for Sierra County I Williamsburg, and Elephant Butte, negotiating with each entity to fairly divide the cost of animal sheltering.

And WHEREAS the Contractor is in the sheltering business with a new operating animal shelter facility.

NOW THEREFORE the parties do mutually agree as follows:

SCOPE OF WORK

1. The City agrees to engage the Contractor and the Contractor hereby agrees to perform the scope of work detailed in "Exhibit A" to this agreement.

2. **TIME OF PERFORMANCE-** the service of the Contractor shall commence on July 17, 2018 and be completed on June 30, 2026, and renewable annually to evaluate fees for a period not to exceed 8 years (concluding June 30, 2026).

3. **ACCESS TO INFORMATION-** It is agreed that all information, data, reports, records, maps, etc. as are existing, available and necessary for the carrying out of the work outlined in this agreement, shall be furnished to the Contractor by the City and its agencies. No charge will be made to the Contractor for such information and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this agreement.

4. **COMPENSATION AND METHOD OF PAYMENT-** The amount of compensation and reimbursement to be paid hereunder shall be Three Thousand Dollars (\$3,000.00) per month for all regular services including travel and per diem and other expenses of the Contractor or its subcontractors.

5. A. **The Contractor** agrees to hold any animal impounded as a result of any judicial proceeding, civil or criminal, until such time as there is a final disposition of the animal's fate by the court for a period not to exceed ten (10) days, after which, the City will incur an additional fee of \$15.00 per day per animal which will be added to the monthly billing. This includes but is not limited to animals belonging to incarcerated individuals. For all payments due, the Contractor shall submit an invoice to the City monthly for monthly

payments due for service rendered in that period. The invoice shall be payable to the Contractor within 30 days of receipt of the invoice.

6. OWNERSHIP OF DOCUMENTS- All documents prepared as a part of the agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City, and The Contractor may retain reproducible copies of drawings and other documents.

7. 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.

8. TERMS AND CONDITIONS his agreement is subject to the provisions titled "Part II, Terms and Conditions: attached hereto and incorporated by reference herein.

9. BRIBES, GRATUITIES AND KICKBACKS- It with is illegal award in of this this state for Agreement any public employee person to solicit offer or accept pay anything of value in to any connection such public employee (Å§ 30-24-1 through§ 30-24-2 NMSA 1978).

Pursuant to through Å§13-10191 NMSA 1978) reference which is made prohibit to the bribes, criminal laws kickbacks, of this and state gratuities (including § 30-41-1 199 violation NMSA of 1978) which imposes constitutes civil and a felony. Criminal Further, penalties the for its Procurement violation. Code (Å§ 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for this violation.

10. ADDRESS OF NOTICES AND COMMUNICATIONS- The City of Truth, 505 Sims, Truth or Consequences, NM 87001- 575- 894-6673- or Sierra Veterinary Services, LLC, 1607 North Date Street, Truth or Consequences, NM 87901- 575- 894-6773/.

11. CAPTIONS- Each paragraph of this Agreement has been supplied with a caption to serve only as a guide determines to the contents. The caption. Does not control the meaning of the paragraph or in any way determines its interpretation or application.

PART II - TERMS AND CONDITIONS

1. Terms of Contract for Cause • If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall there-upon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the eff active date of such termination. In such event, all finished or unfinished documents, data, studies,

surveys, drawing, maps, photographs, and reports prepared by the Contractor under the Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

2. Termination for Convenience - Either party may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the other party. If the Agreement is terminated by either party as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If the Agreement is terminated due to the fault of the Contractor, paragraph 1 hereof relative to termination shall apply.
3. Changes- The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
4. Personnel-

The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement.

 - b. All of the services required hereunder will be performed by the Contractor or under his 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. Any work or services subcontracted hereunder be specified by written subcontract and shall be subject to each provision of this Agreement.
5. 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 prior written consent of the 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.

6. 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.
7. Records and Audits- The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, federal and non-federal shares. The records will be made available for audit purposes to the City or any authorized representative, and will retained for three (3) years after the expiration of this Agreement unless permission to destroy them is granted by the City and the funding agency.
8. Compliance with Local Laws• The Contractor shall comply with all laws, ordinances and codes of the State, Sierra County 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.

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 affirmation 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 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 non-discrimination 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 books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules regulations and orders.

f. In the event of the Contractor's non-compliance 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 order 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 non-compliance: 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.

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.

Access to Records- 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. 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.

Scope of work

1. Truth or Consequences agrees to engage the Contractor and the Contractor hereby agrees that all administrative details will be the responsibility of the Contractor, and the Contractor will provide an animal shelter known as the "Sierra Animal Shelter" for the housing, feeding, adoption and final disposition of all impound animals.

2. The Contractor agrees to accept, without charge to the public, all stray or unwanted animals in order to prevent the dumping, abandonment or inhumane disposal of such animals.

3. The Contractor agrees to comply with all laws and regulations related to the impoundment and disposition of any stray or unwanted animals as promulgated by the appropriate governing body including State, County, City and Village and any related court order.

4. Truth or Consequences and the Contractor agree that all processing fees, boarding fees, and vaccination fees for animals in the custody of the contractor in the following categories shall be paid to the contractor by the animal's owner whenever possible:

4.1. Animals running at large.

4.2. Animals placed in quarantine for rabies observation.

5. The Contractor agrees to hold any animal impounded as a result of any judicial proceeding, civil or criminal, until such time as there is a final disposition of the animal's fate by the court for a period not to exceed ten (10) days, after which, the City will incur an additional fee of \$15.00 per day per animal which will be added to the monthly billing. This includes but is not limited to animals belonging to incarcerated individuals.

5.1. The Contractor will no longer keep animals labeled as "safe Keeping", "Hold Pending Investigation" or any other circumstance for an indefinite time without the extra fee as described above.

6. Current rabies vaccinations will be required for all age eligible animals leaving the shelter as required by New Mexico State Regulations.

7. Truth or Consequences agrees that the Contractor may collect an impound fee, boarding fees, vaccination fees, adoption fees, and or spay or neuter fees for all animals that are adopted or returned to their rightful owner unless otherwise indicated by court order.

The Contractor agrees to furnish a key to the shelter facility to Animal Control Officers and others with a need for access.

The Contractor agrees to furnish the names and contact information of people who surrender, turn in, or claim an impounded animal to Truth or Consequences at their request.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SIERRA

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: County of Sierra

Jocelyn Holguin, Chief Procurement Officer
855 Van Patten
Truth or Consequences, NM 87901

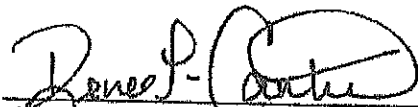
To the Contractor: CITY OF TRUTH OR CONSEQUENCES

Printed Name: Juan Fuentes, City Manager

Address: City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901

Telephone: 575 894 6673

Signature: _____



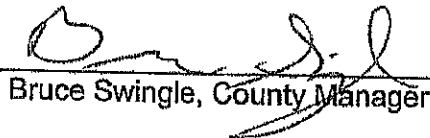
Date: _____

8/22/2018

~~Juan Fuentes, City Manager~~

Renee Cantin, Interim City Manager

By: _____


Bruce Swingle, County Manager

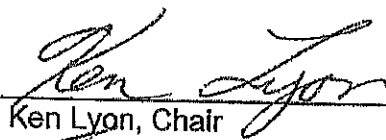
Date: _____

07/17/18

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

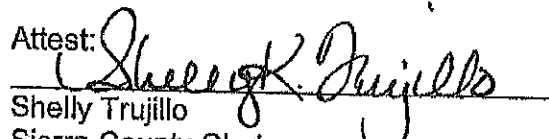
BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 17th day of July, 2018.

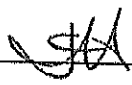

Ken Lyon, Chair


Frances Luna, Vice- Chair


Sherry Fletcher, Commissioner

Attest: 
Shelly Trujillo
Sierra County Clerk

Sierra County Chief Procurement Officer:

By:  Date: 7/18/18

Jocelyn Holguin, CPO
Sierra County

**AGREEMENT BETWEEN THE COUNTY OF SIERRA AND THE CITY OF TRUTH
OR CONSEQUENCES REGARDING ANIMAL SHELTER SERVICES**

THIS AGREEMENT ("Agreement") is entered by and between the City of Truth or Consequences ("Truth or Consequences") and the County of Sierra ("County").

RECITALS:

WHEREAS, Truth or Consequences was incorporated as a municipality after an election wherein the residents of the area approved incorporation pursuant to NMSA 1978, Section 3-2-1 *et seq*; and,

WHEREAS, Truth or Consequences is located completely within the physical boundaries of the County of Sierra, however, after incorporation the County of Sierra no longer has jurisdiction to provide services in the incorporated area; and,

WHEREAS, the Board of County Commissioners of Sierra County exercises the powers of the County as a body politic and corporate pursuant to NMSA 1978, Section 4-38-1; and,

WHEREAS, the Board of County Commissioners has appointed a County Manager pursuant to NMSA 1978, Section 4-38-19(B) (1973) to conduct the business of the County, and adopted Resolution 2026-07 outlining the scope of the Manager's executory authority; and,

WHEREAS, pursuant to NMSA 1978, Section 4-37-1, counties possess authority to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort, and convenience of the county and its inhabitants; and

WHEREAS, the County has statutory authority and responsibility to protect the public health, safety, and welfare by providing for the impoundment and humane care of animals within its jurisdiction and desires to ensure that such services are available for animals impounded in the unincorporated areas of the County; and

WHEREAS, Truth or Consequences owns and operates an animal shelter that is equipped and staffed to receive, house, feed, care for, evaluate, and facilitate the adoption or other lawful disposition of impounded animals; and

WHEREAS, Truth or Consequences is willing to accept and provide shelter services for animals delivered by or on behalf of the County, including the housing, feeding, routine care, adoption efforts, and lawful final disposition of such animals, subject to the terms and conditions of this Agreement; and

WHEREAS, the parties find that it is in their mutual interest to cooperate in providing efficient, humane, and cost-effective animal shelter services, thereby promoting public health and safety,

protecting animal welfare, and maximizing the efficient use of public resources for the benefit of the residents of both jurisdictions.

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

1. PURPOSE:

The purpose of this Agreement is to set forth those services relating to the acceptance and provision of shelter services for animals delivered by or on behalf of the County, including the housing, feeding, routine care, adoption efforts, and lawful final disposition of such animals,

2. SCOPE OF SERVICES & GENERAL PARTY OBLIGATIONS:

Truth or Consequences will make available to County shelter services for animals delivered by or on behalf of the County, including the housing, feeding, routine care, adoption efforts, and lawful final disposition of such animals in exchange for the compensation set forth herein.

3. OBLIGATIONS OF TRUTH OR CONSEQUENCES:

- A. Truth or Consequences shall receive, house, feed, care for, and provide animal shelter services for all animals lawfully impounded by or on behalf of the County and delivered to Truth or Consequences' animal shelter during the term of this Agreement, subject to the shelter's lawful operating procedures and applicable state and federal law.
- B. Truth or Consequences shall provide humane care and treatment to all impounded animals in accordance with applicable federal, state, and local laws, including providing appropriate food, potable water, shelter, sanitation, and routine daily care throughout the period of impoundment.
- C. Truth or Consequences shall arrange for or provide reasonable veterinary care necessary to protect the health and welfare of impounded animals, including emergency treatment when reasonably necessary. Unless otherwise expressly provided herein, the costs of extraordinary veterinary treatment shall be the responsibility of Truth or Consequences.
- D. Truth or Consequences shall maintain impounded animals for all minimum holding periods required by applicable law before any adoption, transfer, euthanasia, or other final disposition.
- E. Truth or Consequences shall make reasonable efforts to reunite impounded animals with their owners and, when appropriate, to place unclaimed animals for adoption or transfer to qualified rescue organizations in accordance with applicable law and Truth or Consequences' policies.
- F. Truth or Consequences shall be responsible for the lawful final disposition of all impounded animals accepted under this Agreement. Final disposition may include return to owner, adoption, transfer to a qualified rescue organization, euthanasia when authorized by law and deemed necessary, or any other disposition permitted under applicable law.
- G. Truth or Consequences shall provide all personnel, supervision, facilities, equipment,

supplies, food, utilities, cleaning materials, and other resources necessary to operate the animal shelter and perform the services required under this Agreement.

4. OBLIGATIONS OF COUNTY:

The County shall compensate Truth or Consequences \$3,000 per month for the services outlined herein. Payment shall be due on the 15th day of each month.

5. LIABILITY:

A. No Party shall be responsible for liability, beyond the obligation to provide insurance coverage, incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

B. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.

6. THIRD PARTY BENEFICIARY: This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.

7. PROPERTY: No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

8. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS: Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

9. AMENDMENT: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance Administration.

10. APPROPRIATIONS: Performance under this Agreement is contingent upon sufficient authority and appropriations.

11. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Mexico.

12. EFFECTIVE DATE, TERM AND TERMINATION OF AGREEMENT.

A. This Agreement shall become effective July 1, 2026.

B. This Agreement shall continue until terminated by either Party.

C. This Agreement may be terminated by any Party upon not less than (30) days written notice. Upon termination all obligations incurred under this Agreement shall terminate, except for any payment obligations under section 4.

13. HEADINGS. The headings of the sections of this Agreement are inserted only for convenience or reference and are not intended or to be construed to modify, define, limit or expand the intent of the Parties.

14. SEVERABILITY. If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.

15. FURTHER ASSURANCES. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

16. NOTICES. Notice required pursuant to this Agreement may be effectuated by submitting a certified letter to the following:

County:

Sierra County Manager
1712 North Date Street, Suite D
Truth or Consequences, NM 87901

City:

Truth or Consequences Manager
505 Sims
Truth or Consequences, NM 87901

IN WITNESS WHEREOF, each Party has executed this Agreement effective upon the approval of both parties.

SIERRA COUNTY

Amber Vaughn, Sierra County Manager*

Date

*Pursuant to Authority Granted by Resolution 2026-07

CITY OF TRUTH OR CONSEQUENCES

Rolf Hechler, Mayor

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.5

SUBJECT: Discussion/Action: Incorporation of the National Fitness Campaign Fitness Court into the Louis Armijo Sports Complex Master Plan or other potential locations.

DEPARTMENT: Community Services

DATE SUBMITTED: August 6, 2026

SUBMITTED BY: O.J. Hechler

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

Summary/Background: The proposed addition of a fitness court to the Louis Armijo Sports Complex Master Plan will compliment future park amenities and will strengthen the opportunity to apply for grant funding for the fitness court.

Recommendation:

Approval and discussion of other potential locations

Attachments:

- Louis Armijo Sports Complex Master Plan
- Location of the Fitness Court on the Master Plan
- NFC Grant Application Process

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 8-12-26

National Fitness Campaign Grant Application Process

Summary:

- Money is provided by Blue Cross Blue Shield – NM
- The Grant Committee of National Fitness Campaign (NFC) makes the selections
- Typically up to \$60,000 per project, first come first serve each year
 - There may be funding for larger grants for strong applicants

Pre-Application:

- NFC works with the partner (T or C) to understand and nail down:
 - Municipal leadership and support
 - Site strength
 - Expected funding sources
 - Timing of funding
 - Target installation date
- Applications are invite-only after partners move through the qualification and planning steps
- Once satisfied, NFC will release the grant application form to T or C

Application Process:

- Relatively simple
- Online
- Take about 1 hour
- Typically filled out by partner
- Other support organizations can be involved

Application Review and Award:

- NFC Grant Committee receives the applications, makes awards, and administers all grants
- Funding comes from BCBS-NM as the sponsor

LOUIS ARMIJO SPORTS COMPLEX CONCEPTUAL MASTER PLAN

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

OCTOBER, 2024



Project Funded by: Recreation Centers & Quality of Life Grant



TRUTH OR
CONSEQUENCES



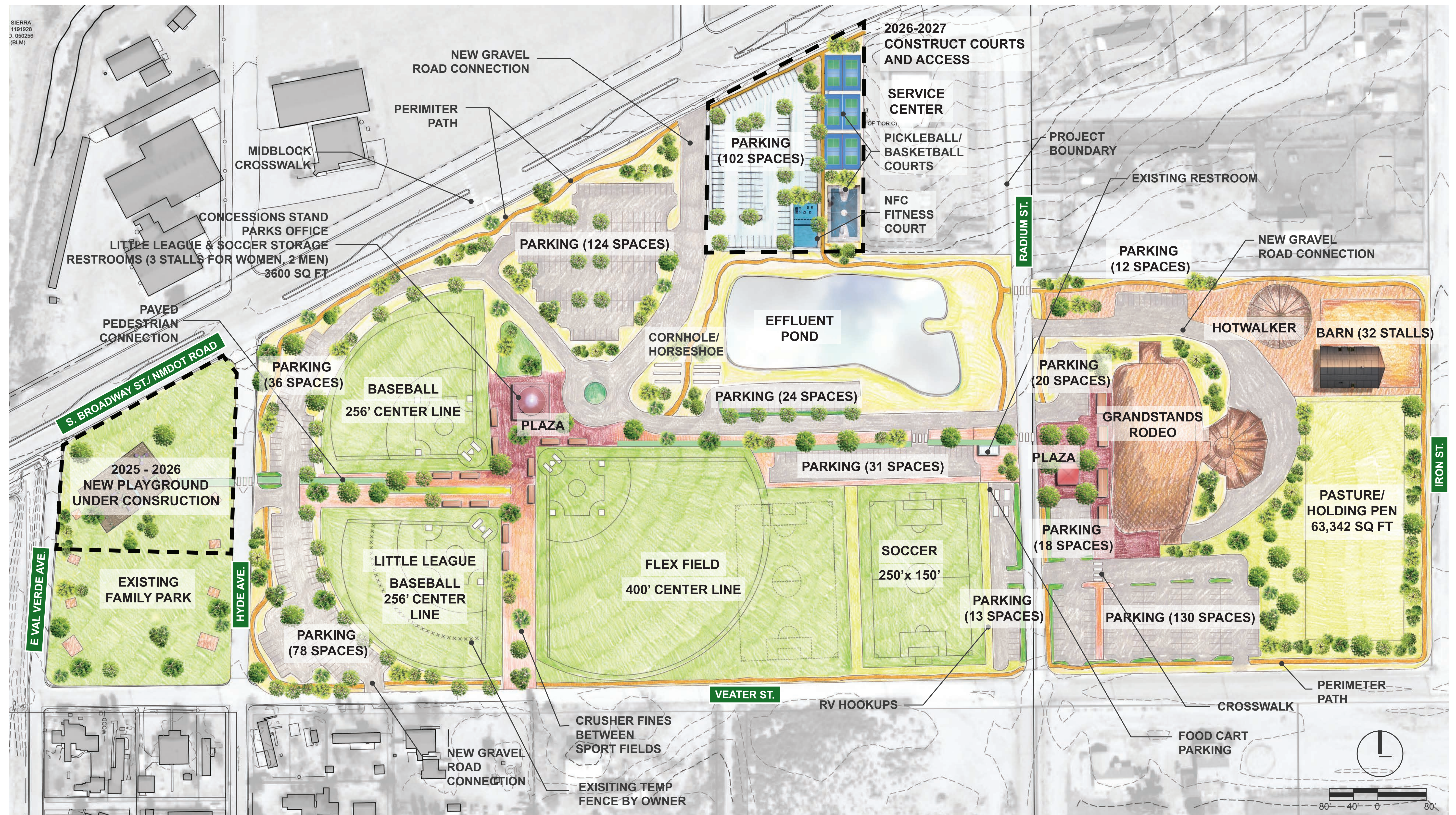
SITES
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LOUIS ARMIJO SPORTS COMPLEX CONCEPTUAL MASTER PLAN — 2026 UPDATE

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

AUGUST 2026



Project Funded by: Recreation Centers & Quality of Life Grant



TRUTH OR CONSEQUENCES NEW MEXICO





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.6

SUBJECT: Discussion/Action -Police Department Staffing and Command Structure Adjustment

DEPARTMENT: Police Department

DATE SUBMITTED: August 7, 2026

SUBMITTED BY: Gary Whitehead, City Manager

WHO WILL PRESENT THE ITEM: Gary Whitehead & Chief Tavizon

Summary/Background: The Police Department is authorized for 16 sworn officers but has operated one officer short for much of the fiscal year. To strengthen command coverage and reduce overtime, the Chief has requested moving the current Sergeant Detective into a second Lieutenant position (NE10, overtime-eligible), creating a two-tier leadership structure to support daily operations, callouts, and investigations. The department will also lose the approximately \$58,000 School Resource Officer stipend this year (awarded to the Sheriff's Department), but the City will maintain the SRO position and continue required training to preserve future eligibility.

Recommendation: Approve the Police Department command structure adjustment: (1) maintain the current Lieutenant position; (2) move the Sergeant Detective position to Lieutenant with appropriate compensation adjustment (NE10); (3) maintain authorized staffing of 16 sworn officers; and (4) authorize use of available Police Department gross receipts tax revenue, if needed, to offset any employee expense budget overage.

Attachments:

- Executive Memorandum – Police Department Staffing and Command Structure Adjustment (DRAFT)
-

[Click here to enter text.](#)

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-12-26

CITY OF TRUTH OR CONSEQUENCES

EXECUTIVE MEMORANDUM

To: Mayor and City Commission

From: Gary Whitehead, City Manager

Date: 7-31-2026

Effective Date: 8-15-2026

Subject: Police Department Staffing and Command Structure Adjustment

Purpose

The purpose of this memorandum is to request approval to adjust the Police Department's command structure to better manage staffing, reduce overtime exposure, and maintain appropriate supervisory coverage for department operations.

The Police Department is currently authorized to operate with a complement of 16 sworn officer positions. However, due to turnover and vacancy timing, the department has effectively operated one officer short for much of the fiscal year. The current command structure includes one Lieutenant, two Sergeants, and one Sergeant Detective.

After reviewing staffing needs, overtime demands, and supervisory coverage, the Police Chief has requested changes to the command structure to address two primary concerns:

- The need for a stronger two-tier leadership structure to support daily operations, call-outs, investigations, and staffing coverage.
- Help spread out or reduce overtime call outs for leadership team.

Current Issue

At this time, the Lieutenant is the only senior-level supervisor in the department. Because the Lieutenant is currently in an hourly position, call-outs and after-hours supervisory response often result in overtime. This has created additional pressure on the department's overtime budget. The Chief is recommending that the City create a second Lieutenant position.

Proposed Command Structure Adjustment

The proposed structure would include the following changes:

1. Move Sergeant Detective to Lieutenant

The current Sergeant Detective would be moved into a Lieutenant position. This position is already established as a NE10 position and would remain eligible for overtime.

This adjustment would create a second senior leadership role within the department. The Lieutenant would assume additional supervisory responsibilities, assist with staffing and

scheduling needs, and provide additional command-level coverage for callouts and day-to-day operations.

A compensation adjustment would be made for the employee moving from Sergeant Detective to Lieutenant based on the increased responsibilities of the position.

Finally, this move would support training future leadership to fill vacant positions should this issue present.

2. Maintain 16-Officer Staffing Level

The Chief has requested that the city maintain the current authorized staffing level of 16 sworn officers. Although the department has been short one officer for most of the year, maintaining the full staffing authorization is important for patrol coverage, response capability, training, and long-term department stability.

School Resource Officer Funding

The City will not receive the approximately **\$58,000 school resource officer stipend** this year. The School Resource Officer assignment was awarded through the Sheriff's Department.

The Chief has requested that the City continue to maintain the officer's position and continue sending the assigned officer to the required School Resource Officer training. This preserves the City's ability to remain qualified and competitive should the opportunity become available again in the next fiscal year.

Budget Impact

The Chief believes the proposed changes can be managed within the current Police Department budget based on the following factors:

- The department has operated one officer short for much of the fiscal year;
- Continued School Resource Officer training preserves future eligibility for the program; and
- If the department exceeds its current employee expense budget, the Chief is agreeable to using available Police Department gross receipts tax revenue to offset the additional cost.

While there is a known loss of the \$58,000 stipend, the Chief believes the combination of vacancy savings, overtime reduction, and command structure improvements will allow the department to maintain operations without creating a significant negative impact to the current budget.

Recommendation

It is recommended that the City Commission approve the Police Department command structure adjustment as follows:

1. Maintain the current Lieutenants position at the current rate and structure.
2. Move the current Sergeant Detective position into the Lieutenant position, with appropriate compensation adjustment (NE10);
3. Maintain the Police Department's authorized staffing level of 16 sworn officers; and
4. Authorize the use of available Police Department gross receipts tax revenue, if necessary, to offset employee expense impacts that exceed the current budget.

Requested Action

Approval of the proposed Police Department staffing and command structure adjustment.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.7

SUBJECT: Discussion/Action: Memorandum of Understanding (MOU) between the City of Truth or Consequences and Sierra County – Development Along Shared Boundaries

DEPARTMENT: Community Development

DATE SUBMITTED: August 6, 2026

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

The proposed Memorandum of Understanding (MOU) between the City of Truth or Consequences and Sierra County establishes a cooperative process for coordinating development projects located within unincorporated Sierra County that are adjacent to City limits or may require connection to City infrastructure or utility services. The MOU provides a framework for early communication and referral of qualifying development applications, allowing the City to review and provide advisory comments regarding utility capacity, infrastructure compatibility, drainage, emergency access, and long-range planning. The agreement does not alter the regulatory authority of either jurisdiction, require approval of any development application, or obligate the City to provide utility services. Its purpose is to improve coordination between the City and County while supporting orderly growth, infrastructure planning, and efficient service delivery along shared boundaries.

Recommendation:

Approve the MOU and authorize Mayor to execute the final document

Attachments:

- Draft MOU

Fiscal Impact (Finance): Unknown

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-12-26

MEMORANDUM OF UNDERSTANDING

BETWEEN
SIERRA COUNTY, NEW MEXICO
AND
THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

REGARDING COORDINATION OF DEVELOPMENT ALONG SHARED BOUNDARIES

I. PURPOSE

The purpose of this MOU is to establish a cooperative process for coordination between Sierra County and the City of Truth or Consequences regarding future development of properties located within County jurisdiction that share a common boundary with the City and may require connection to City infrastructure or municipal utility services.

The Parties recognize that coordinated planning and communication are necessary to support orderly development, infrastructure compatibility, efficient service delivery, protection of public infrastructure investments, and long-term planning consistency along shared boundaries.

The Parties further recognize the existing cooperative relationship between the City and County, including ongoing coordination related to 911 addressing assistance, floodplain review and flood infrastructure matters, and other regional planning efforts. This MOU is intended to build on those existing partnerships and create a clearer process for coordinating future development and infrastructure needs along shared boundaries.

The Parties acknowledge that this Memorandum of Understanding is intended solely to improve communication and coordination between the Parties. Nothing contained herein is intended to alter, expand, diminish, or otherwise affect the statutory or regulatory authority of either Party, nor shall this MOU be construed as limiting the discretion of either governing body or its authorized officials in carrying out their respective governmental functions.

II. AREAS SUBJECT TO THIS MOU

This MOU ~~shall apply~~applies only to ~~discretionary land use applications submitted to Sierra County involving~~ development proposals located within unincorporated Sierra County that ~~satisfy one or more of the following criteria:~~

1. Share a common boundary with the City limits of the City of Truth or Consequences;

2. Are located adjacent to City utility infrastructure adjacent to the existing City utility infrastructure such that extension of municipal utility service is proposed by the applicant or reasonably anticipated; and/or

3. Include a Request request by the applicant for connection to municipal utility systems or other municipal infrastructure owned or operated by the City, or may reasonably require connection to City infrastructure or municipal services, including water service, wastewater service, electric service, roadway or drainage infrastructure, solid waste services, and other municipal utility systems.

III. DEVELOPMENT REFERRAL & NOTIFICATION PROCESS

The County may transmit qualifying agrees to refer development applications to the City for review and comment subject to this MOU to the City at the earliest practical stage of review. The City shall be provided a standard review and comment period of ~~five~~ fifteen (15) business days following receipt of the referral to submit written comments unless the Parties mutually agree to an extension, whenever practical. Failure of the City to provide comments within the review period shall constitute no objection for purposes of this MOU and shall not delay or otherwise affect the County's processing or consideration of the application. Any comments provided by the City shall be advisory only and shall not be binding upon Sierra County, the County Commission, or any County official. The County retains sole authority to approve, deny, or condition development applications within its jurisdiction.

The City may review and provide comments regarding utility capacity, drainage and floodplain impacts, roadway access, emergency access, infrastructure compatibility, and long-range planning consistency.

The Parties may conduct joint staff meetings for developments involving significant infrastructure impacts or coordination needs.

IV. DEVELOPMENT STANDARDS & LAND USE COMPATIBILITY

The Parties acknowledge that properties located adjacent to City limits often function as transitional areas between County and municipal development patterns.

When reviewing development proposals located adjacent to municipal boundaries, the County may consider compatibility with surrounding land uses, existing infrastructure, and adjacent municipal development patterns as one factor among many in exercising its independent land use authority. For developments subject to this MOU, the Parties recommend consideration of development standards generally consistent with the intent and character of C-1 Commercial District standards and/or T-1 Transitional District standards as identified in Chapter 16 of the City of Truth or Consequences Municipal Code.

Nothing in this MOU transfers zoning authority from the applicable governing jurisdiction.

V. WATER, WASTEWATER & UTILITY SERVICE CONNECTIONS

Prior to approval of development requiring connection to City utility systems, the developer shall coordinate with the City regarding utility service availability, system capacity, infrastructure requirements, and utility extension feasibility.

Any applicant seeking connection to municipal utility systems shall be responsible for complying with all applicable City ordinances including but not limited to, zoning, technical standards, utility regulations, fee schedules, and utility service requirements then in effect. Nothing contained in this MOU shall obligate the County to require connection to City utilities where lawful alternatives are otherwise available. Any development connecting to City utility systems shall be subject to all applicable water tap fees, wastewater tap fees, utility connection charges, capacity fees, meter fees, inspection fees, impact fees, and infrastructure cost recovery requirements in accordance with City ordinances and fee schedules in effect at the time of application.

Developers requesting utility service outside City limits may be required to fund or construct utility line extensions, oversized infrastructure, easement dedication, off-site improvements, and fire protection improvements.

Unless otherwise approved by the City Commission through separate agreement, all utility infrastructure connected to City systems shall remain subject to City standards regarding ownership, maintenance responsibility, inspection authority, and acceptance procedures.

VI. DRAINAGE, FLOODPLAIN & EMERGENCY ACCESS COORDINATION

Each Party shall retain sole responsibility for exercising its respective regulatory authority over drainage, floodplain administration, transportation infrastructure, emergency access, and public safety matters within its jurisdiction. The Parties agree to consult and coordinate regarding developments that may have cross-jurisdictional impacts. The Parties agree to coordinate review of developments that may impact regional drainage systems, floodplain management, stormwater runoff, emergency vehicle access, fire protection service, and public safety infrastructure.

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VII. LONG-RANGE PLANNING & INFRASTRUCTURE COORDINATION

The Parties agree to maintain ongoing communication regarding growth patterns, utility expansion planning, transportation planning, infrastructure investments, economic development opportunities, future service demands, and shared GIS mapping and planning information.

The Parties may periodically exchange available GIS information, infrastructure planning documents, capital improvement plans, and other planning information that may assist each Party in anticipating future development and infrastructure needs.

VIII. NON-BINDING COOPERATION

This MOU is intended to establish procedures for coordination and cooperation between the Parties and does not create vested development rights, require approval of any application, require the City to provide utility service, or limit the authority of either governing body.

This MOU is intended solely for the benefit of the Parties and shall not create any rights, remedies, causes of action, or enforceable obligations in favor of any third party, including any developer, property owner, or applicant.

Nothing contained herein shall be construed as creating any contractual entitlement to utility service, development approval, annexation, or governmental action by either Party.

IX. TERM, AMENDMENT & TERMINATION

Nothing contained in this MOU shall be construed as:

A. Waiving any immunity, defense, or limitation of liability available under the New Mexico Tort Claims Act or otherwise provided by law;

B. Creating a partnership, joint venture, agency, or fiduciary relationship between the Parties;

C. Delegating or transferring any statutory authority possessed by either governing body; or

D. Restricting either Party from exercising its police powers or other governmental authority.

IX. TERM, AMENDMENT & TERMINATION

This MOU shall become effective upon approval by both governing bodies and execution by authorized representatives of the Parties.

This MOU shall remain in effect indefinitely unless terminated by either Party in accordance with the provisions of this section.

This MOU may be amended at any time by mutual written agreement of the Parties and approval by the respective governing bodies when required.

Either Party may terminate this MOU upon thirty (30) days written notice to the other Party.

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Termination of this MOU shall not affect obligations, approvals, utility agreements, or infrastructure commitments previously approved or executed prior to the effective date of termination.

XL MISCELLANEOUS

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Notices. Formal notices under this MOU shall be delivered to the County Manager and the City Manager, or their successors.

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Entire Agreement. This MOU constitutes the entire understanding of the Parties regarding its subject matter.

Governmental Immunity. Nothing contained in this Memorandum of Understanding shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection afforded either Party under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, Civil Rights Act, NMSA 1978, Section 41-4A-1 et seq., or any other applicable law.

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No Third-Party Beneficiaries. This Memorandum of Understanding is entered into solely for the benefit of the Parties. Nothing contained herein shall be construed to create any right, benefit, claim, cause of action, or remedy in favor of any developer, property owner, applicant, utility customer, contractor, or other third party.

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Independent Governmental Entities. The Parties remain separate governmental entities. Nothing contained in this Memorandum of Understanding shall be construed as creating a partnership, joint venture, agency relationship, fiduciary relationship, or joint enterprise between the Parties.

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Retention of Governmental Authority. Each Party retains its independent statutory, regulatory, and constitutional authority. Nothing contained herein shall be construed as delegating, transferring, restricting, or impairing the legislative, regulatory, permitting, zoning, utility, police power, or other governmental authority of either Party.

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No Contractual Duty to Approve. Nothing contained herein shall obligate either Party to approve any development application, subdivision, zoning request, utility connection, annexation, development agreement, or other governmental action.

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Severability. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Compliance with Existing Law. Nothing in this Memorandum of Understanding shall be interpreted to authorize either Party to act in a manner inconsistent with applicable federal, state, or local law. In the event of any conflict, applicable law shall control.

No Fiscal Obligation. This Memorandum of Understanding does not obligate either Party to appropriate funds, construct infrastructure, provide utility service, incur debt, or expend

public funds except as may be authorized through separate action of the respective governing bodies.

Governing Law. This Memorandum of Understanding shall be governed by the laws of the State of New Mexico. Venue for any action arising out of this Memorandum shall lie exclusively in the Seventh Judicial District Court in Sierra County, New Mexico.

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Counterparts/Electronic Signatures. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Electronic signatures shall be deemed originals for all purposes.

Discretion Preserved. Nothing in this Memorandum of Understanding shall be construed to limit or interfere with the discretion vested by law in either governing body or its officers, employees, boards, commissions, or officials.

XII. APPROVALS & SIGNATURES

APPROVED BY SIERRA COUNTY

Approved by the Sierra County Commission on this ____ day of _____, 2026.

Amber Vaughn
County Manager

Chair, Sierra County Commission

APPROVED BY THE CITY OF TRUTH OR CONSEQUENCES

Approved by the City Commission of the City of Truth or Consequences on this ____ day of _____, 2026.

City Manager

Mayor

ATTEST:

City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.8

SUBJECT: Approval of Contract and Allocation of Funds to SCRAGS for the 2027 Rock & Gem Show.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The applicant requested \$27,650 for the 2027 Truth or Consequences Rock & Gem Show. The Lodgers Tax Advisory Board recommended the award of \$12,100 due to minimal funds that are available. The board encouraged the applicant to apply at a later date for additional funding.

Recommendation:

Commission approval of the SCRAGS agreement and allocation of funds in the amount of \$12,100 for the 2026 Rock & Gem Show.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$12,100.00

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

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File Name: CC Agendas 8-12-26



2026-2027 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Rock and Gem Society, SCRAGS, local non-profit in good standing
Project/Event Name	Truth or Consequences Rock and Gem Show
Event Date(s) and Location (if applicable)	March 6-7, 2027 Sierra County Fair Barn
Event Organizer & Title within Organization (if applicable)	Megan Holden SCRAGS Show Committee Chair
Phone Number of Organizer	978-335-2899
Email of Organizer	scragssierracounty@gmail.com
Organization Address	SCRAGS PO Box 766 Elephant Butte, NM 87935
Organization's Contact Person (if different than event organizer)	Dan Lorimier SCRAGS Club Secretary
Contact Phone and Email for Organization's Contact Person	575-740-2927 dlorimier1948@gmail.com

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$27,650
Anticipated Attendance (not including volunteers/staff):	2,500+

PART 3: CRITERIA

Was this project/event funded in 2026? Yes

How many times has your event occurred? List previous events years. If new, indicate "new":

2023, 2024, 2025, 2026

1. Define/Describe the overall project/event (what is happening at the event?):

The 2027 Truth or Consequences Rock and Gem Show will be our fifth annual event featuring over 30 vendors selling rocks and gems, jewelry and related items, field trips geared to the public and rockhounding enthusiasts alike, and fun activities for kids. There will be additional activities including gold and sapphire panning, educational presentations and demonstrations.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

People of all ages. People interested in outdoor activities, rocks and minerals, and those looking to learn something new. Rock and gem shows are a great place to buy unique gifts. Mineral collectors are also a target audience. Kids also love to learn new things.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

All of New Mexico, northern Texas, Arizona, Colorado. Other similar shows in NM draw people from all over. Vendors will also take our postcards to their shows in other states.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

80%. Postcards and posters will be mailed and hand-delivered to other rock and gem shows, the numerous rock and gem shops and clubs throughout NM and surrounding states, and other targeted locations throughout the area. Vendors take postcards to other shows. With your support, we will continue to advertise in New Mexico Magazine. We believe this has been essential to the show's success.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

This is the fifth year of an annual event with free admission. We plan to judge success by increased hotel stays, attendance, funds generated for our non-profit club and our vendors, and vendor satisfaction. Also, the excitement of attendees! Our main goal is to increase the public's interest in geology, mineral collecting, and the outdoors. We are including a number of family friendly activities to inspire the next generation. Introducing those from outside Sierra County to the hot springs and unique offerings of the area will hopefully bring them back again and again!

We plan to count attendees and will track club income. We will collect attendees' email addresses to be notified about next year's event, in order to enter for the door prizes. On this ticket, we will ask whether the attendee stayed overnight in TorC, as we did at this year's show. We will share all of these metrics with the City.

6. How many Facebook followers do you have for this event page or organization page (for a project)? Instagram followers?

SCRAGS currently has over 2,000 Facebook followers. The page for the 2026 show has over 950 followers. We do not have an Instagram account as of yet.

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated?

We do plan to sell advertising next year. Our volunteers were extremely successful in soliciting sponsorships this year. We collected \$5,200, and we hope to collect a similar amount next year.

Our show brings a large number of people to TorC, so we hope local businesses will continue to be enthusiastic about supporting us.

8. If you are asking for funding for an existing website, be sure to attach analytics from previous year.

Website analytics are attached.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
M Graphics	Graphic design	\$3,500
Ready Web Services	Web design and hosting	\$2,500
GotPrint	Postcards and posters	\$500
USPS, UPS	Postage	\$250
Gem Show Websites	Digital ads	\$250
New Mexico Magazine	Print and online ads	\$4,400
Santa Fe Reporter	Print and online ads	\$1,650
Local IQ	Print and online ads	\$2,100
Albuquerque Journal	Print and online ads	\$1,500
Desert Exposure	Print and online ads	\$1,300
The Ink	Print ads	\$800
El Paso Spotlight	Print and online ads	\$300
El Defensor Chieftain	Print and online ads	\$500
Ruidoso News	Print and online ads	\$500
Silver City Daily Press and Independent	Print and online ads	\$500
Facebook/Instagram	Social media ads	\$1,000
Talon Septic	Port-a-potties & washing stations	\$900
Security	Overnight security	\$1,200
Billboard above Outer Edge	Billboard	\$500
Printer TBD, City of TorC for installation	Pole Banners	\$3,500
TOTAL AMOUNT REQUESTED: Must match page 1.		\$27,650

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title:

Megan Holden, Show Chair

Signature:

M. Holden

Date:

7/23/20

FY27 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: July 27, 2027

Applicant: Sierra County Rock & Gem Society

Project(s) Applied For:

1) Truth or Consequences Rock & Gem Show March 6-7, 2027

Amount Requested: \$27,650 **Amount Approved:** \$12,100

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: reduced
award amount overall as LTAB has less funds to award this FY; organizer
encouraged to apply at a later date for additional funding.

Scope of Work

Award Amount Approved

MARKETING:

1) M Graphics	\$ 3,000
2) Ready Web Graphics	\$ 2,500
3) Got Print – postcards & posters	\$ 500
4) USPS, UPS – postage & shipping	\$ 250
5) Gem Show Websites – digital ads	\$ 250
6) New Mexico Magazine – print & digital	\$ 2,200
7) <u>El Paso Spotlight – print & digital</u>	<u>\$ 300</u>
Sub Total	\$10,000

INFRASTRUCTURE:

1) Talon Septic	\$ 900
2) <u>Security</u>	<u>\$ 1,200</u>
Sub Total	\$ 2,100

TOTAL **\$ 12,100**

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 Sierra County Rock & Gem Society for the 2027 Truth or Consequences Rock & Gem Show, March 6th through March 7, 2027 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 \$12,100.00 to the Contractor for a period commencing on August 12, 2026, and continuing through June 30, 2027.
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 2027**. All invoices can be submitted in person or via email to kmartinez@torcnm.gov or torcclerk@torcnm.gov.
 - 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, Chief Financial 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. Invoices can be submitted via email to kmartinez@torcnm.gov or torcclerk@torcnm.gov.
- _____ 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

1. APPROVAL OF AGENDA:

Member DeMarino made a motion to approve the agenda.

Vice-Chairman Kelley seconded the motion.

Motion carried unanimously.

2. APPROVAL OF MINUTES: Special Meeting of June, 15 2026.

Member DeMarino made a motion to approve the minutes.

Vice-Chairman Kelley seconded the motion.

Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC:

No Public Comment

4. NEW BUSINESS:

a. Discussion/Update: SGRAGS Rock and Gem Show 2026 Report

Megan Holden SCRAGS Chairman: We had another great show in March. I'm not sure how many of you where able to make it. The attendance was great again about 1,500 people on Saturday and over 1,000 on Sunday. I included the statistics on the second page from our door prize slips. We ask people weather they live in Sierra County and if not did they pay for lodging. We have worked out the kinks in the language on this. Its been confusing in the past but we think now that we say did you pay for lodging instead of did you here. In other words you could be staying with a friend or something like that. We think its clearer and people have fewer questions. We had just about 1,000 people fill out the slips and that's out if 2,500 so less that half. Half of the people who filled out the slips indicated they where

from outside of Sierra County. As you can see on page 2 I have the statistics for the number of nights that they stayed. 57 people indicated that they stayed 1 night, 81 for 2 nights and 78 for more than 2 nights.

Member DeMarino: Did the vendors fill out that slip as well?

Megan Holden SCRAGS Chairman: No, I think I saw 1 or 2 but no I did not have them fill it out. Do you prefer that they do not?

Member DeMarino: I just know that a lot of vendors travel in RV's and if they filled out these same slip it might just be inferred that they are in hotel when they are in an RV.

Megan Holden SCRAGS Chairman: I understand. I look at the list and I only saw a couple names that were vendors and I happen to know that they stayed in Hotels. Of course its difficult to know how to scale this up. But like I said less than half the people filled out the slips. We could reasonably double these numbers.

Member DeMarino: How is the attendance this past year compared to the previous years?

Megan Holden SCRAGS Chairman: Just about the same. The first year was the biggest. The second year was a little bit lower because of the wind. Last year and this year have both been over 1,500 on Saturday and over 1,000 on Sunday. 2,500 over the weekend for T or C I think is pretty good. For the second year SCRAGS volunteers went out and gathered sponsorships which is key in putting us in the black. We are of course a non-profit but we don't want to lose money. I listed the expenditures in detail and am happy to answer any questions.

Member DeMarino: On the questionnaire that they fill out, do you ask them how they heard about the show?

Megan Holden SCRAGS Chairman: We did the first year, but I found it to be wildly inaccurate, and not very helpful, so we don't anymore.

Member Sena: I think it is important to know how they heard about it, so you know where you need to market more the following year. I would add that back in and maybe reword or change it somehow, but I do think it's important.

Member DeMarino: Yeah, because if you spend a whole bunch of money, say on Albuquerque Journal, but nobody that came looked at the Albuquerque Journal, then next year that should change.

Vice-Chairman Kelley: Yeah, I saw that click rate, it's really bad, I wouldn't do that again.

Chairman Foerstner: Why wasn't it helpful the first time? Was it multiple choice or were you letting them pick an open question?

Megan Holden SCRAGS Chairman: I think it was a little vague, there were some multiple choice. It has been about 4 years now, but there were only a few people who chose Facebook whereas anecdotally, people were saying, "Oh we saw you on Facebook." That kind of thing, and a lot of people just didn't fill it out. The longer a questionnaire gets, the less attention people pay to it, the fewer actual answers we get. But we can work on the language for figuring that out. Instead of listing the 10 publications we advertise in, we may have to ask where they're from within New Mexico or something.

Member Sena: That sounds great. I think you have some of the best reports and best advertising out of anyone that's ever been here.

Megan Holden SCRAGS Chairman: Well thank you very much.

Member Sena: You've got it going on.

Megan Holden SCRAGS Chairman: Thank you very much, we try very hard. I have a great team and we all work on it very hard. You've mentioned before that you see our ads around town, too. We put out those small signs and things. Thank you.

Member Sena: You're doing awesome.

b. Discussion/Action: SCRAGS Rock and Gem Show 2027 Application

Megan Holden SCRAGS Chairman: So we kept most of the numbers fairly similar. If you'll look at the grant report, you can see that we did add a few publications this past year, and I'd like to add one more, which is the Silver City Daily Press and Independent. We added the Ruidoso News, and with the budget of \$500, they were actually able to put some online ads in their other paper in Alamogordo, so I think increasing our reach anywhere we can is a great idea. I did increase the amount for desert exposure a little bit because their clickthrough rate was really good and we only did 2 weeks, so I think if we did a couple more weeks, we would have even better payoff. 2 things that are new this year are listed at the bottom of the request; 2 years ago we had a billboard above Outer Edge and I think that was very visible and successful, Mo Koenick does a great job with the graphics, so it shows the same colors as our theme, that would be about \$500. We have a member that pays for part of it, but the ownership has changed so that price is a little bit speculative.

Member DeMarino: Lat I saw, the golf course has their ads up on it, do you know if it will be available during the time that you want it?

Megan Holden SCRAGS Chairman: What we did 2 years ago was have an additional add-on on the side, it was actually an additional board that they added. We do have a relationship with the golf course, they are one of our biggest sponsors, so I think that we could work with them, as well as Chris Krieg, who is the billboard artist. As I said, this is tentative, but I think if we work with them they will work with us. At the bottom of the request is pole banners, we've wanted to do that for a few years, I know that you do it for Fiesta, and I know it's a fairly large expense. The top of the banners will be reusable every year, and we'll just have dates as a smaller banner that will be less expensive and change every year, that's the goal.

Member DeMarino: I've done this before, and it's very expensive. Number 1, banners are very expensive. Number 2, you have to get approval through the NMDOT to hang anything on the DOT streets. I actually ordered banners and would change the dates every year with stencils to save money.

Megan Holden SCRAGS Chairman: We do that on our sandwich boards and the small signs, so if we needed to do that we would absolutely do that.

Member DeMarino: I think the first thing I'd like to say is to revisit something I told you the last time I saw you. A long time ago, we didn't have the budget that we had last year and the previous year, for these kinds of things. As it turns out, we are back to that kind of situation, we have \$70,000 or so for the rest of the year for all the events, so keep that in mind because we're really going to have to trim this down in order to accommodate future asks.

Vice-Chairman Kelley: For one thing, the Ink is going to go out of business.

Megan Holden SCRAGS Chairman: Oh, they are?

Vice-Chairman Kelley: Yeah, at the end of this year.

Member Sena: Yeah, take that out.

Megan Holden SCRAGS Chairman: Okay, that's too bad.

Member DeMarino: Unless somebody buys it from him, he's done at the end of this year.

Vice-Chairman Kelley: The other thing I might recommend is for the Albuquerque Journal, you had less than 1% clickthrough rate, I don't know if that's worth \$1,500.

Megan Holden SCRAGS Chairman: Okay.

Member DeMarino: For pole banners, it's hard to justify paying for pole banners to get business from out of town. It's good for people in town, but as far as putting heads in beds, it doesn't do a whole lot.

Megan Holden SCRAGS Chairman: I understand, I thought it was a long shot.

Member DeMarino: Yeah, I get it.

Megan Holden SCRAGS Chairman: One thing that works in our favor is that locals will invite their friends because they know it's a cool event, but I understand. So take that out?

Member MacKenzie: The same for the billboard over Outer Edge.

Megan Holden SCRAGS Chairman: Okay.

Member DeMarino: This is where asking where people heard about it is really important. We're spending \$4,400 on New Mexico Magazine, do we know how many people are coming? Because shoot, even if there's 50 people, what does that come out to per person? That is really high.

Member Sena: What if it's a day trip?

Member DeMarino: Yeah, like a day trip and they don't stay, all of those things. Without having some kind of data on that, I don't know, it's hard for me to justify big expenses like that when we don't have the budget for it anymore.

Megan Holden SCRAGS Chairman: I understand that as well, I do think that the New Mexico Magazine gives us really good exposure throughout the state, but we could cut it in half and do 1 month instead of 2.

Member DeMarino: Well and exposure is different than people showing up.

Megan Holden SCRAGS Chairman: True.

Member DeMarino: We love exposure, but we need to have people coming. It's important to get those numbers.

Megan Holden SCRAGS Chairman: I will definitely put in the question about where people heard about the show for next year. If you're willing to sponsor us for one more year, we can make the decision on that next year. But of course, the decisions are up to you.

Chairman Foerstner: With your print advertising, you're trying to send most people to your website, right?

Megan Holden SCRAGS Chairman: Yes.

Chairman Foerstner: That's something I've suggested to other groups, and I would suggest it to you, to have a custom url that you use for each publication. It could be turned into a QR code, or even shortened to a tiny url, but anyway, everybody who comes from New Mexico Magazine would get to your website through a different custom url, that way your webmaster can track it. So at least you're tracking traffic to your website, you may not be

able to track if they attended, which is what the questionnaires are for, but it would help us to know, "Okay you got so many clicks from this ad, maybe it's worth it."

Megan Holden SCRAGS Chairman: Okay. We do have the metrics they provide for us, but that's a great idea.

Chairman Foerstner: Yeah, because with print advertising, they're typing it in. It's one thing if they advertise on the web, because then Google analytics will tell you exactly where it came from, but when they're having to type it in, that's where a tiny url or a QR code is good, then you can have that custom url that tells you who came from what print ad.

Megan Holden SCRAGS Chairman: We do use QR codes in all of our ads, so we can definitely do unique ones, that's a good idea.

Member DeMarino: Yeah, because right now we have their numbers on who saw it, but we don't know who took that next step of going to your website and finding out more information, and we don't have the step after that which is actually coming.

Member Sena: What is the El Defensor?

Megan Holden SCRAGS Chairman: That's in Socorro.

Chairman Foerstner: Are we going to get overnight guests from Socorro?

Vice-Chairman Kelley: Probably not.

Megan Holden SCRAGS Chairman: Well, I do, but I live in Socorro.

Member DeMarino: I mean, when I go to Socorro, I don't stay there. It's an hour away, I just come back.

Chairman Foerstner: I think for overnight, we'd want to try to limit it to further away.

Megan Holden SCRAGS Chairman: Okay, so take out Defensor.

Member Sena: I think Facebook would reach Socorro efficiently.

Megan Holden SCRAGS Chairman: Okay.

Chairman Foerstner: Yeah, social media is always going to be the best bang for your buck.

Megan Holden SCRAGS Chairman: Yes, we've been very successful, I hear anecdotally, "Oh we saw you on Facebook. This is so cool."

Chairman Foerstner: Yeah, it's going to be the best bang for your buck, I'm sure.

Vice-Chairman Kelley: Local IQ, Albuquerque?

Megan Holden SCRAGS Chairman: No, Las Cruces and El Paso.

Vice-Chairman Kelley: Oh, that's right.

Megan Holden SCRAGS Chairman: They are the USA Today publications.

Member DeMarino: Is that the Sun News?

Megan Holden SCRAGS Chairman: Yes.

Member DeMarino: And how many ads is that?

Megan Holden SCRAGS Chairman: That was all online, I believe they are one of the ones that provided graphics so I attached it to the email, but I did not bring a copy with me. It will be attached to the report.

Member MacKenzie: Having removed what, we have talked about it's down to \$16,450.

Member DeMarino: See, and the thing is also that we are so far away from it that I'm likely to give you less now and maybe more later, closer to the event, when we know if we have more money.

Vice-Chairman Kelley: That's a good point.

Megan Holden SCRAGS Chairman: Okay. Honestly, in the past, you've told me the opposite, to apply ahead of time.

Member DeMarino: I know, but things have changed.

Member MacKenzie: So could we identify which are time-sensitive, that we could potentially grant to you today?

Megan Holden SCRAGS Chairman: Okay. The graphics, online, GotPrint and postage, as well as the websites, those are all immediate, the first 5.

Member DeMarino: So the graphic is \$3,500.

Megan Holden SCRAGS Chairman: Yes.

Member DeMarino: Is that an hourly rate? I'm not sure on that one.

Megan Holden SCRAGS Chairman: He does base it hourly, he does so much work for us.

Member DeMarino: I get it, but I mean, if we're going to take out 2 New Mexico Magazine ads potentially, the Ink, the billboard ad, and any pole banner design, it seems like he would have less work, so that number might come down.

Megan Holden SCRAGS Chairman: We could definitely go back to \$3,000, I would be comfortable with that. He also designs the program for days-of and all sorts of other things. Would that be sufficient, to go down to \$3,000?

Member DeMarino: I think so. Just because it's less, just looking at the overall thing.

Megan Holden SCRAGS Chairman: New Mexico Magazine actually is one of the ones that we get in earlier, but not until November, so I could come back at the September meeting and see if you have more money.

Member DeMarino: I don't think we will by then.

Megan Holden SCRAGS Chairman: One more meeting won't help? Or we could cut it in half and do 1 month. Because this is for 2 months of print, as well as 2 Facebook ads and 2 newsletter ads.

Vice-Chairman Kelley: The nice thing about the Facebook and newsletter ads is you can get your analytics from those, you can't get it from print.

Member DeMarino: Unless you do the QR codes.

Megan Holden SCRAGS Chairman: We can do a unique QR code. Honestly, I think that the amount of money we have been spending with them has encouraged them to do articles. They've done articles 3 years out of 4 about the shows and coming to T or C.

Member DeMarino: Is that part of a larger thing?

Megan Holden SCRAGS Chairman: Yes, but actually I've been the one that's been quoted the most, but T or C shows have been featured.

Vice-Chairman Kelley: What are we at?

Member MacKenzie: With adding 1 month back in.

Vice-Chairman Kelley: I would add 1 month back in.

Member MacKenzie: Well we're at 55 with just the top 3 that she mentioned, and then if we want to add the 77.

Member DeMarino: One more thing. Here's the thing that's sometimes is beneficial to getting people to fill out little surveys, and that's little tchotchkes, like pens and stuff.

Megan Holden SCRAGS Chairman: Oh, actually we do door prizes. Each vendor contributes a door prize. So it's for the door prize drawing that they fill out the questionnaire.

Member DeMarino: Okay, so it's a chance to get a prize, rather than, "Here is an actual..."

Member Sena: Do they have to be present to win?

Megan Holden SCRAGS Chairman: Yes, they do.

Member DeMarino: Those are all problematic.

Member Sena: If it gets too people-y, I'm out, and then if I know I'm not going to stay, I'm not going to stay and fill out that paper, because I can't win.

Vice-Chairman Kelley: That's true, too.

Member Sena: I would say give them an opportunity to call them so they can drive to you, I'm not saying ship it or take it to them, but I would not require them to be present to win. If I knew that, I wouldn't waste my time, I would go wherever my kids are going and I would leave that paper.

Member DeMarino: There are some really inexpensive swag items, like little packs of tissues, you can get, and I love these by the way because I'm old, but they're like 47 cents a piece, and it would have your branding on it. There are pens that could have your branding on them. If you were to put in for just a couple hundred dollars of that, where people could actually get something right there, I think you're more likely. They could be in the drawing for all of that too, but I think more people are likely to fill it out if they're getting a prize.

Member Sena: I would prefer a pen.

Member DeMarino: Yeah, because you're young.

Member Sena: I have 5 kids and a husband, which makes me feel pretty old.

Megan Holden SCRAGS Chairman: Is that something we could ask for funding for?

Member DeMarino: I think so.

Member Sena: I would put that on the next one, for sure.

Member Sena: I would be encouraged to fill out a piece of paper for a pen.

Megan Holden SCRAGS Chairman: Really? Okay.

Member Sena: It's really inexpensive, and they're actually nice.

Megan Holden SCRAGS Chairman: Yeah. I've bought things like that for a previous job.

Member DeMarino: It's still tough knowing how much money we have for the rest of the year.

Megan Holden SCRAGS Chairman: I could shave a little bit here and there. Security, I increased by \$200 because I was going to give them a raise, we've been paying them \$25 an hour, it's a brutal shift, 10 hours overnight when it's cold. But the \$1,200 was to make it \$30.

Member DeMarino: Who do you hire for security?

Megan Holden SCRAGS Chairman: There's an individual who's done it 4 times for us now, but I think we need to hire a second one, we had trouble finding a second one last year, but we hope to have a second guard. We went through the Sheriff's Department, but they said they couldn't do it for insurance reasons, as did the cops.

Member MacKenzie: Can we circle back to maybe approving some of these expenses now and some of them later, as Linda suggested? I like that idea.

Megan Holden SCRAGS Chairman: If you choose to do that, do you think we could get the ones we know we need, like Facebook? Even though it's not time-sensitive?

Member MacKenzie: So far you've said that graphics, 4Imprint services, UPS, and you're asking for \$2,200 on New Mexico Magazine.

Megan Holden SCRAGS Chairman: And the gem show websites, please.

Member MacKenzie: And the gem show websites.

Megan Holden SCRAGS Chairman: Yes, because we can do those ahead of time.

Member MacKenzie: Graphic design at \$3,000 not \$3,500.

Megan Holden SCRAGS Chairman: Correct. Honestly, El Paso Spotlight is the military publication in El Paso, and I was surprised at their reach. They have 21,000 readers every week. They're incredibly inexpensive, that's \$300 for 3 print, and then every other week is online, and they give us that for free.

Member DeMarino: Which sounds awesome, if they come.

Megan Holden SCRAGS Chairman: Yes, that's true. I've been told they've seen military-looking folks. Could we include that? El Paso Spotlight, \$300. Security is necessary. It's up to you if you want to do \$1,000 or \$1,200. And Talon Septic, yeah.

Member Sena: Is it going to be in the fair barns or the Albert Lyons center?

Megan Holden SCRAGS Chairman: The barn. And we have quite a few vendors out back, as well as the food trucks.

Member Sena: Are there going to be more food trucks? I know that when we went, they were like, "We're sold out, we're sold out."

Megan Holden SCRAGS Chairman: Oh, really? Was that this year?

Member Sena: Yes.

Megan Holden SCRAGS Chairman: We are actually working on getting another 1 or 2. But we had 4, I'm surprised they were sold out, wow.

Member DeMarino: That's a good problem to have.

Megan Holden SCRAGS Chairman: Yes, it is.

Member Sena: You should get Krab Kings, people will show up for that. I do have that contact if you need it. His name is Mango.

Megan Holden SCRAGS Chairman: You know, I actually talked to him once and he wasn't able to do it.

Member Sena: He might be able to, and then another one is –

Member DeMarino: It's going to make our minutes if you say it.

Member Sena: I'll get it for you.

Megan Holden SCRAGS Chairman: Okay. We have a barbecue vendor, they do the Deming show, and they're quite popular.

Member MacKenzie: We're at \$11,200 with what we've identified as priorities.

Member DeMarino: That sounds better.

Vice-Chairman Kelley: So what do you have in here?

Member MacKenzie: \$3,000 for M Graphics, \$2,500 for Ready Web Services, \$500 for GotPrint, \$250 for UPS and USPS, \$250 for the gem show websites, \$2,200 for New Mexico Magazine, \$300 for the El Paso Spotlight, \$1,000 for Facebook, and \$1,200 for security, oh and I didn't add in the \$900 for Talon Septic.

Vice-Chairman Kelley: We're at \$12,300?

Member MacKenzie: \$12,100.

Megan Holden SCRAGS Chairman: I think Desert Exposure is another great one, it's an entertainment magazine, it's free, and it's monthly. So people that like to go to events are people that read that. It's where I go to look for events to go to, I think that's important.

Member DeMarino: That might want to be part of your ask.

Megan Holden SCRAGS Chairman: Okay.

Member DeMarino made a motion to approve the amended amount of \$12,100.00 to SCRAGS for the Rock and Gem Show 2027.

Member MacKenzie seconded the motion.

Motion carried unanimously.

c. Discussion/Action: MainStreet- Levitt AMP T or C Music Series Promotional Campaign.

Becca Eza, T or C MainStreet: I am coming to you guys to request some additional funding for more marketing and promotion for our upcoming Levitt AMP T or C music series. It's a 7-week series from September 10th – October 22nd. We have some really great professional bands. The Levitt family foundation requires that all the headliner artists are professional musicians who are touring, have active websites, do mostly their own original music, have music available for purchase, etc., so really high quality professional musicians; one of the groups is actually a Grammy award winner. We really just want to be able to promote and market this as well as possible to bring not only our local community, but people from throughout the region, to T or C for some of these shows. Part of the plan of putting this on Thursday evenings is so that we're not conflicting with other things that are happening in town like football games and other shows going on. But also to encourage people to maybe make a long weekend of it. The hope is that we get people coming in on Thursday and then they'll stay through the weekend and do other things in town as well. So a lot of our promotional needs are already taken care of through our budget, but these are some additional things that would really help us to further market the series. You know, ads in the Sentinel every week, and the Sentinel does have a really big online presence in addition to their print, so we are reaching beyond the county with that. KRWG public media, we think the demographic of folks that listen to that would match up well with people that would travel here for a Thursday show. Meta boosting, and then T-shirts for volunteers, but also for giveaways, part of that is going to be a raffle where we will collect information from people at the show, to sign up to possibly win a T-shirt. A small amount for fridge magnets that people can have stuck up with the schedule. Then, some additional flier printing, which will largely be local, but I also plan to at least travel to Socorro and Las Cruces to get some of these fliers out in places there will see them as well.

Member Sena: How many magnets is that? Because that number is very low.

Becca Eza, T or C MainStreet: It's 500, I forgot to put that on there.

Member Sena: Really? That's a good price for 500.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.9

SUBJECT: Approval of Contract and Allocation of Funds to MainStreet Truth or Consequences for the Levitt AMP T or C Music Series Promotional Campaign.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The applicant requested \$7,880 for the Levitt AMP Truth or Consequences Music Series promotional campaign, scheduled for September 10 through October 22, 2026. The Lodgers Tax Advisory Board recommended an award of \$6,528, reflecting a reduction in funding for local advertising. The Board did not recommend funding for A-frame signs because they were not expected to generate overnight stays.

Recommendation:

Commission approval of the MainStreet agreement and allocation of funds in the amount of \$6,528 for the Levitt AMP Truth or Consequences Music Series promotional campaign.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$6,528.00

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 8-12-26



2026-2027 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	MainStreet Truth or Consequences
Project/Event Name	Levitt AMP Truth or Consequences Music Series promotional campaign
Event Date(s) and Location (if applicable)	Thursday evenings, 6-9 pm: September 10, 17, 24, October 1, 8, 15, 22 (2026) at Ralph Edwards Park
Event Organizer & Title within Organization (if applicable)	Becca Eza, Executive Director
Phone Number of Organizer	828-980-8229
Email of Organizer	director@torcmainstreet.org
Organization Address	PO Box 1602, T or C, NM 87901
Organization's Contact Person (If different than event organizer)	n/a
Contact Phone and Email for Organization's Contact Person	n/a

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$7,880
Anticipated Attendance (not including volunteers/staff):	200 per event = 1,400 total

PART 3: CRITERIA

Was this project/event funded in 2025-2026? **n/a**

How many times has your event occurred? List previous events years. If new, indicate "new":

New - will also take place in 2027 and 2028

1. Define/Describe the overall project/event (what is happening at the event?):

This is a free, outdoor concert series funded in part by a grant from the Levitt Family Foundation, which requires a diverse lineup of headliners, all of whom must be professional musicians playing original music. Local and regional groups will play opening sets, and we hope to have students/youth perform 1-2 pieces in between the opener and headliner. The series will also include vendors, food trucks, and children's activities - sort of a mini-festival.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

In addition to our local audience, we will advertise to music lovers in New Mexico and El Paso, TX.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

Southern New Mexico, El Paso, Albuquerque, and Santa Fe.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

Most of our out-of-town marketing will be on broadcast and social media, but we will take some of our posters/flyers to Las Cruces, and the Sentinel's distribution does include a reach beyond Sierra County - especially their online presence.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

We will use Facebook and Google analytics to track effectiveness of our marketing efforts, and we will track attendance at each event.

6. How many Facebook followers do you have for this event page or organization page (for a project)? **6,438** Instagram followers? **835**

~~7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated?~~ **We are not selling advertising, but we do have sponsorships - sponsors will have their logo/name placed on a banner to be displayed beside the stage during all seven concerts.**

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

n/a

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed

within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Sierra County Sentinel	¼ page ads - one of entire series, and one each week of the following week's show	\$2,077
KRWG Public Media	Radio, digital ads	\$3,283
META	Facebook and Instagram ads/post boosting	\$1,000
MorningStar Outfitters	T-shirts for giveaways and volunteers	\$900
4imprint	Fridge magnets with series schedule	\$120
Gotprint.com	poster/flyer printing, and A-frame signs for park entrances that include photo release info	\$500
TOTAL AMOUNT REQUESTED: Must match page 1.		\$7,880

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my

knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Becca Eza

Signature: *Becca Eza*

Date: 7/21/2026

FY27 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: July 27, 2027

Applicant: MainStreet T or C

Project(s) Applied For:

- 1) Levitt AMP Truth or Consequences Music Series promotional campaign
Sept. 10 – October 22, 2026

Amount Requested: \$7880 Amount Approved: \$6528

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: reduced
award amount for advertising locally, did not approve funding for A-frame
signs as they would not put "heads in beds"

Scope of Work

Award Amount Approved

MARKETING:

- | | |
|--------------------------------------|----------|
| 1) Sierra County Sentinel | \$ 950 |
| 2) KRWG Public Media | \$ 3,283 |
| 3) META – facebook & instagram ads | \$ 1,000 |
| 4) Morningstar Outfitters – t-shirts | \$ 900 |
| 5) 4imprint – promotional magnets | \$ 120 |
| 6) Gotprint.com – posters/flyers | \$ 275 |

Total	\$ 6,528
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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 MainStreet Truth or Consequences for the Levitt AMP Truth or Consequences Music Series promotional campaign, September 10, 2026 through October 22, 2026 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 \$6,528.00 to the Contractor for a period commencing on August 12, 2026, and continuing through June 30, 2027.
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 2027**. All invoices can be submitted in person or via email to kmartinez@torcnm.gov or torcclerk@torcnm.gov.
 - 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, Chief Financial 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. Invoices can be submitted via email to kmartinez@torcnm.gov or torcclerk@torcnm.gov.
- _____ 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

Member DeMarino made a motion to approve the amended amount of \$12,100.00 to SCRAGS for the Rock and Gem Show 2027.

Member MacKenzie seconded the motion.

Motion carried unanimously.

c. Discussion/Action: MainStreet- Levitt AMP T or C Music Series Promotional Campaign.

Becca Eza, T or C MainStreet: I am coming to you guys to request some additional funding for more marketing and promotion for our upcoming Levitt AMP T or C music series. It's a 7-week series from September 10th – October 22nd. We have some really great professional bands. The Levitt family foundation requires that all the headliner artists are professional musicians who are touring, have active websites, do mostly their own original music, have music available for purchase, etc., so really high quality professional musicians; one of the groups is actually a Grammy award winner. We really just want to be able to promote and market this as well as possible to bring not only our local community, but people from throughout the region, to T or C for some of these shows. Part of the plan of putting this on Thursday evenings is so that we're not conflicting with other things that are happening in town like football games and other shows going on. But also to encourage people to maybe make a long weekend of it. The hope is that we get people coming in on Thursday and then they'll stay through the weekend and do other things in town as well. So a lot of our promotional needs are already taken care of through our budget, but these are some additional things that would really help us to further market the series. You know, ads in the Sentinel every week, and the Sentinel does have a really big online presence in addition to their print, so we are reaching beyond the county with that. KRWG public media, we think the demographic of folks that listen to that would match up well with people that would travel here for a Thursday show. Meta boosting, and then T-shirts for volunteers, but also for giveaways, part of that is going to be a raffle where we will collect information from people at the show, to sign up to possibly win a T-shirt. A small amount for fridge magnets that people can have stuck up with the schedule. Then, some additional flier printing, which will largely be local, but I also plan to at least travel to Socorro and Las Cruces to get some of these fliers out in places there will see them as well.

Member Sena: How many magnets is that? Because that number is very low.

Becca Eza, T or C MainStreet: It's 500, I forgot to put that on there.

Member Sena: Really? That's a good price for 500.

Member DeMarino: First off, I just want to point out that Gina and I are both on the MainStreet board, so we will have questions and participate in the conversation, but we will not be voting. My first thing is I think we should scratch the A-Frame signs out of this, because that's not going to bring anybody.

Becca Eza, T or C MainStreet: Yes. Now the point of those is that Levitt requires we have a photo release, so this will allow us to have photos of people at the event.

Member DeMarino: Yeah, I get it. It just doesn't really align with Lodger's Tax funding, so if we could just scratch that out, how much were those?

Becca Eza, T or C MainStreet: Well it depends, we're talking about a DIY version, so maybe \$75 each for 3 of them.

Member DeMarino: I thought they were like \$40 a piece or something.

Becca Eza, T or C MainStreet: The signs themselves, but then also the poster to print on them.

Member DeMarino: Oh, these are for the signs, themselves. Yeah, so just taking out the sign, so \$75?

Becca Eza, T or C MainStreet: I think our DIY price for getting the A-Frame plus a poster to print on that could be switched out year to year was around \$75 per sign, and we'll need 3.

Vice-Chairman Kelley: So that's \$225.

Member DeMarino: It's a little different looking at this one because it's literally 7 different events. It's all part of a series, but you're promoting it 7 different times for some of them.

Member MacKenzie: Despite saying that the Sierra County Sentinel has further reach than our county, I disagree that it's worth that dollar amount.

Member DeMarino: Over 7 weeks.

Vice-Chairman Kelley: Well we all know that Levitt's focus is on community, so we're going to have to do it whether it's fundable or not.

Member DeMarino: Right. So what do you think a better amount is?

Member MacKenzie: So that's for a ¼ page ad, can they be smaller ads? You know, the paper's only 12 pages long, if you're going to read it, you're going to see every single ad.

Becca Eza, T or C MainStreet: I believe the price point with the Sentinel, it's like a 2 x 3 column or something. I think there's around a \$100 ad, and then the next one up is the \$250.

Member MacKenzie: Then that goes down to \$700 for the 7 weeks.

Becca Eza, T or C MainStreet: \$800, we were going to do 8 weeks, so one for each individual show, but then one prior to the series with the entire lineup.

Member MacKenzie: So that would come out to \$800.

Becca Eza, T or C MainStreet: It would be \$800, yes.

Member DeMarino: Are you imagining a larger one for the entire lineup?

Becca Eza, T or C MainStreet: Yes, we could do the large one just for the entire series lineup, and then that would be something people could easily clip and keep, but then have a small ad for each show.

Member MacKenzie: So then we'd have \$700 plus \$250. So then we're at \$950. And maybe put those little scissor things around the edges.

Member DeMarino: "Clip and save!"

Becca Eza, T or C MainStreet: Yeah, that's a good idea.

Member MacKenzie: Then people can clip it out.

Member Demarino: If you don't have a fridge magnet.

Becca Eza, T or C MainStreet: yeah, we'll get those out too.

Chairman Foerstner: How effective are T-shirts at putting heads on beds?

Becca Eza, T or C MainStreet: I don't know, that's a good question. Ideally, some of them would go to people that are here from out of town, and then they would wear them when they go back to where they're from.

Member DeMarino: What about a QR code? Well the thing is, this is a 3-year concert series, this is just year 1, so I'm wondering if we put a QR code on it, so that it could lead people to our Levitt site, then they would be aware of it for future years. So immediately, maybe not but maybe in the long run?

Member MacKenzie: Interesting.

Member Sena: Would you go up to someone wearing the shirt and try to take a picture of it?

Member DeMarino: Yes. I've done QR codes on people's shirts.

Becca Eza, T or C MainStreet Linda would.

Member DeMarino: They wear shirts with QR codes on them. Some of them are not so nice, what they lead you to. So, I mean, they could be.

Member Sena: I don't know about a QR code, but I would maybe put some wording on there to let people know the years it's going to be.

Becca Eza, T or C MainStreet: I wonder if we could include a website, I don't know.

Member Sena: I don't know if people are going to stop and read a website, people are fast. But I would maybe put the years and then maybe some simple words, "Check out" something so they can look further into it.

Member DeMarino: Well you could even list the bands that came the first year, so people get that it's music, there are a bunch of bands, and it's a series, and then a little thing at the bottom about.

Member MacKenzie: 3-year concert series.

Vice-Chairman Kelley: Were you not including the schedule on the back?

Becca Eza, T or C MainStreet: I think that would be a good idea, yeah.

Vice-Chairman Kelley: And then maybe a little tag line at the bottom, "Check here for next year." Something like that.

Becca Eza, T or C MainStreet: Yeah. It would make people walking advertisements for it.

Member DeMarino: And also, if you're walking around with it and you're going to go visit your friends in Santa Fe and they're like, "What's your shirt?" it becomes that as well.

Member Sena: So in that case, I think it would bring heads on beds.

Member DeMarino: It's just hard to quantify. If we do a QR code, we would probably want a unique QR code, definitely.

Becca Eza, T or C MainStreet: Yes, definitely.

Member DeMarino: It would be really nice to know how many people will scan your shirt.

Becca Eza, T or C MainStreet: And we'll make sure to do unique QR codes for any of the print advertisements that go out.

Member MacKenzie: We're presently at \$6,528. Do we want to talk about the radio/digital ads for \$3,200? That's the biggest one. What is that?

Vice-Chairman Kelley: Well it reaches all of southern New Mexico, it's for 8 weeks, and it's Texas. Did we take TV out?

Becca Eza, T or C MainStreet: Yes, we discussed that.

Vice-Chairman Kelley: We took it out because we figure that most people listen to the radio in their car when they're driving around.

Member MacKenzie: We're at \$6,528 right now.

Chairman Foerstner: I personally don't think we need to cut this one down too much, it's a pretty small ask for 7 events, and it's a first-time thing I'd really like to see successful. Based on what we've already cut back on the other application and what we have, I don't think we should keep cutting it.

Member DeMarino and Vice-Chairman Kelley abstained from voting as they are a part of Main Street.

Member MacKenzie made a motion to approve the amended amount of \$6,528 to MainStreet- Levitt AMP T or C Music Series Promotional Campaign.

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Motion carried unanimously.

d. Discussion/Action: Mainstreet- Oktoberfest

Becca Eza, T or C MainStreet: I am also helping to represent this application, but for this project, MainStreet is acting as the fiscal agent and advisor. Really, it's these guys here who can answer more of your questions.

Member DeMarino: These City Commissioners. How do you like looking at us in your chairs?

Chaz Glines, Applicant: Different view.

Vice-Chairman Kelley: T-shirts again.

Ingo Hoeppner, Applicant: Yes.

Chaz Glines, Applicant: Oktoberfest is an idea that Ingo and I have been working on to increase tourism coming back into the Fall season. Fall Fiesta, we've tried before in the past, we've had past events and festivals, Geronimo Days festival used to be very successful back in the day, we've kind of come up with the idea more so where Oktoberfest is an easier brand, it's something more recognizable, and we would have our own thing going specifically for that. Commissioner Hoeppner has done multiple Oktoberfest's downtown at the event center on Broadway, they've been very successful, there seems to be a lot of appetite for it, and it's its own thing. People coming in lederhosen, having brats,



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.10

SUBJECT: Approval of Contract and Allocation of Funds to MainStreet Truth or Consequences for the 2026 Oktoberfest.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The applicant requested \$4,400 for the City of T or C Oktoberfest 2026 scheduled for October 3, 2026. The Lodgers Tax Advisory Board recommended an award of \$4,000 reflecting a reduction in funding for T-shirts.

Recommendation:

Commission approval of the MainStreet agreement and allocation of funds in the amount of \$4,000 for the October 3rd Oktoberfest.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$4,000.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-26



2026-2027 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	MainStreet Truth or Consequences
Project/Event Name	City of TorC Oktoberfest 2026
Event Date(s) and Location (if applicable)	Saturday, October 3, 2026 - 3-11 pm Healing Waters Plaza
Event Organizer & Title within Organization (if applicable)	Becca Eza, Executive Director Ingo Hoepfner, TorC City Commissioner Chaz Glines, TorC City Commissioner
Phone Number of Organizer	828-980-8229
Email of Organizer	director@torcmainstreet.org
Organization Address	PO Box 1602, T or C, NM 87901
Organization's Contact Person (If different than event organizer)	n/a
Contact Phone and Email for Organization's Contact Person	n/a

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$4,400
Anticipated Attendance (not including volunteers/staff):	250

PART 3: CRITERIA

Was this project/event funded in 2025-2026? n/a

How many times has your event occurred? List previous events years. If new, indicate "new":

New

1. Define/Describe the overall project/event (what is happening at the event?):

This event will be a German Oktoberfest celebration in downtown Truth or Consequences with bratwurst plates, a beer garden, live music, kids activities, food trucks and vendors. The goal is to make this an annual downtown event that grows each year.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

We will advertise locally and throughout southern New Mexico on KSNM radio. We hope this event brings beer lovers and music lovers to town for the weekend, possibly making a long weekend visit for the Levitt concert on Thursday and Oktoberfest on Saturday.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

Las Cruces and southern NM (via KSNM radio - 98.7)

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

Our printed materials will be largely distributed within the county, but the Sentinel does have a reach outside Sierra County (particularly in their digital marketing). We will use radio ads to advertise the event throughout southern NM.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

We will track overall event attendance, and will have the MC at the event help do an informal count of out-of-town attendees. For the free t-shirt giveaways, we will have attendees fill out a short form to collect demographics (hometown, # of nights in town if visiting, etc.)

6. How many Facebook followers do you have for this event page or organization page (for a project)? **6,438 (MainStreet) 4,596 (City of TorC)**

Instagram followers? **835 (MainStreet)**

7. If applicable, do you plan to sell advertising for this project? If so, how much revenue do you anticipate will be generated? **n/a**

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

n/a

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Sierra County Sentinel	¼ page ad plus digital marketing	\$250
KSNM 98.7	Radio ads	\$500
Entertainment	Possibly: Date Street Band, Silver Bullet Band, and TORCAVA	\$2,000
MorningStar Outfitters	T-shirts for free giveaways and volunteers	\$900
Talon Septic	Port-a-potties	\$500
City of Elephant Butte	Stage rental	\$250
TOTAL AMOUNT REQUESTED: Must match page 1.		\$4,400

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Becca Eza

Signature: *Becca Eza*

Date: 7/23/2026

FY27 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: July 27, 2027

Applicant: MainStreet T or C

Project(s) Applied For:

1) City of T or C Oktoberfest 2026 October 3, 2026

Amount Requested: \$4400 Amount Approved: \$4000

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: reduced
award amount for t-shirts

Scope of Work

Award Amount Approved

MARKETING:

1) Sierra County Sentinel	\$ 250
2) KSNM 98.7	\$ 500
3) Entertainment	\$ 2,000
4) <u>Morningstar Outfitters – t-shirts</u>	<u>\$ 500</u>
Sub Total	\$ 3,250

INFRASTRUCTURE:

1) Talon Septic	\$ 500
2) <u>City of EB – stage rental</u>	<u>\$ 250</u>
Sub Total	\$ 750

Total **\$ 4,000**

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 MainStreet Truth or Consequences for the City of T or C Oktoberfest, October 3, 2026 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 \$4,000.00 to the Contractor for a period commencing on August 12, 2026, and continuing through June 30, 2027.
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 2027**. All invoices can be submitted in person or via email to kmartinez@torcnm.gov or torclerk@torcnm.gov.
 - 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, Chief Financial 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. Invoices can be submitted via email to kmartinez@torcnm.gov or torcclerk@torcnm.gov.
- _____ 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

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Ingo Hoeppner, Applicant: Yes.

Chaz Glines, Applicant: Oktoberfest is an idea that Ingo and I have been working on to increase tourism coming back into the Fall season. Fall Fiesta, we've tried before in the past, we've had past events and festivals, Geronimo Days festival used to be very successful back in the day, we've kind of come up with the idea more so where Oktoberfest is an easier brand, it's something more recognizable, and we would have our own thing going specifically for that. Commissioner Hoeppner has done multiple Oktoberfest's downtown at the event center on Broadway, they've been very successful, there seems to be a lot of appetite for it, and it's its own thing. People coming in lederhosen, having brats,

so we're trying to use this as a city advantage to bring people coming in early. Our ask is pretty limited for what we're actually trying to do, it's the basics, so we're going to do sponsors, and have some help from the city itself to get all the other moving parts, this is just for what we can get Lodger's Tax money for. Starting out with the first one, we are starting with zero, and we're trying to build everything for this first go-around. As far as marketing, that's the minimum requirement for marketing that we have to have to spend on the ask portion. Really, the target is going to be using Facebook and Instagram. Go as cheap as possible, blow that up. Also not included here, we're going to have T or C Brewing Co as the beer garden itself. They have 10,000 followers between the local page and 2,000 in Las Cruces, that includes Las Cruces and El Paso area, so we get a little more of a broader reach, also their followers come from all over the world. They can come and have a beer with us at the brewery downtown, just to check it out. So we've got probably 19,000 total followers between MainStreet, City of Truth or Consequences, and the brewery. Also, we'd like to push the actual vendors we have coming, the food trucks coming, to advertise all of this on their own as well, and try to get it out as a blanket social media formation.

Member DeMarino: I'm not seeing social media on the application.

Vice-Chairman Kelley: There's no social media paid out here.

Ingo Hoepfner, Applicant: That is all on us. We are trying to put our own words and actions, and do our own advertising. Like my webpage, for example, and different social media pages as well.

Member DeMarino: Are you boosting the social media? Are you doing ads?

Ingo Hoepfner, Applicant: Yes and also I use my connections to the German, American, French groups in Las Cruces, Alamogordo, Albuquerque, and so on. Sadly enough, I was not able to get the El Paso German dancers this year, but I established contact and they said when we have a budget and we can do another one next year, that they'd consider performing. Personally, working at Holloman Air Force Base, I was part of the first Oktoberfest in '96 and also the last one in 2017. The Oktoberfest at Holloman Air Force Base started with 750 people, where the only thing we had was a DJ, a beer booth, and everybody brought and their barbecue grills, and we had brats, the end. We had flown in chefs from Germany, complete with a band with flyover and fireworks. So, it is has a large tourism potential, there is a large audience out there that just go from one Oktoberfest to the next, and collect –

Member MacKenzie: And you would help organizing that?

Ingo Hoepfner, Applicant: We both are organizing.

Member MacKenzie: For the one at Holloman Air Force Base?

Ingo Hoeppner, Applicant: I was here one time, part of it, yes. I was the public relation part of that.

Member DeMarino: Can I just ask, \$4,400, what is the budget for the entire event?

Chaz Glines, Applicant: We have to figure out what we can do as far as sponsorships going into it. This is going to cover the baseline for it, and then the actual usage of city property is going to have to be organized once we can get through it. This is our first ask to see if it's plausible. This was something we got through on Friday, to get an overall start to it. The overall budget is probably in the \$10,000 range, not what we're going to spend, but what is going to be overall invested from different stuff coming in.

Member DeMarino: Okay, yeah. The only real concerning thing is that Lodger's Tax isn't setup to pay for an entire event. It's generally just setup to get those people here for events. It really does feel like the basics, I'm not really seeing much in here we could cut out. My only suggestion would be that for next year, with what you do this year, try to have some pocket of money or some sponsorships or something so that it doesn't all rely on Lodger's Tax. Especially the bands, that's hard because up until about 2 years ago, we never funded bands. We're still a little twitchy about it, and Gina hates it.

Chairman Foerstner: Can I ask, is this a multi-day eve or just one day?

Ingo Hoeppner, Applicant: We are starting with one day, so it will be at the Healing Waters Plaza. And of course, as we grow, the goal is to make it a multi-day big music festival including Foch, etc. But this year, we have to start somewhere.

Chairman Foerstner: Do you have a date already for this one?

Ingo Hoeppner, Applicant: October 3rd.

Chairman Foerstner: And is that in conflict with any other Oktoberfest's or anything else we know of?

Ingo Hoeppner, Applicant: No, I looked it up, the fair is the weekend after, so it's not in conflict with that one either. Everybody else, like El Paso, White Sands Missile Range, and Albuquerque, the only one is the Ruidoso one.

Chairman Foerstner: And you've done something similar on a smaller scale at Ingo's, right?

Ingo Hoeppner, Applicant: Yes, I do that every year.

Chairman Foerstner: So this is basically just adding in a band and doing it at the plaza.

Ingo Hoeppner, Applicant: Exactly.

Member DeMarino: The only thing really is that the amount for T-Shirts is kind of a lot. And like you guys are saying, we're seeing how feasible this is. Putting out shirts for an event that could only end up being one year is kind of a lot. That's the only thing I would look at.

Member MacKenzie: Can we cut that down? How many shirts does that get?

Chaz Glines, Applicant: It comes out to about 60 shirts.

Member MacKenzie: 60 for \$900?

Chaz Glines, Applicant: \$15 a shirt, by the time it's printed.

Becca Eza, T or C MainStreet: The issue is that Morningstar, they have a minimum of 60 shirts that they will do for a printing run.

Ingo Hoeppner, Applicant: And for me, I see T-Shirts, like I always wear different T-Shirts, to support bands, I always buy their shirts and wear it all over the place. That is not only promoting the event itself, but also the City of Truth or Consequences. I think the value in T-Shirts is there. Of course, traditionally, it is a beer stein, but a beer stein you put on a shelf and you're drinking from it at your own barbecue, and that's pretty much it. But a T-Shirt, you're wearing when it is a cool design, and we're working on it, it's really what you wear on a regular basis, even when you go to other beer events.

Member MacKenzie: Is there any way sponsorship could cover part of that so that we could cut that down maybe by half?

Vice-Chairman Kelley: If they can find sponsors.

Chaz Glines, Applicant: If you wanted to cut it down by half, we could do specifically just shirts. If the order is 60, yeah, we could probably cover with sponsorships. The problem I'm looking at is putting sponsorships on a Lodger's Tax funded shirt. We would have to split the order.

Member DeMarino: You don't have to split it, but we can't pay for.

Chaz Glines, Applicant: You can't pay for shirts that have sponsors on them.

Member DeMarino: Yeah, no it's okay as long as.

Vice-Chairman Kelley: As long as we're one of the sponsors.

Member DeMarino: Yeah, no it's okay as long as A) you're not selling the shirts, and B) the amount of sponsorship money you make for that specific printing isn't above that. You would be okay with that. But thanks for being aware of that.

Chaz Glines, Applicant: So what do you think?

Ingo Hoeppner, Applicant: We will use everything we get. It is a first event and it's always hard to pull it off.

Member Sena: How many people are you planning on having in attendance?

Ingo Hoeppner, Applicant: When I did mine in my backyard, I always brought about 20 brats, and it was full each year. I'm expecting at least 250+ if not more.

Vice-Chairman Kelley: That's \$17 per person.

Member DeMarino: Okay, so if we just do \$500 for the shirts, that comes out to an even \$4,000. Does that feel better?

Chaz Glines, Applicant: Yeah. While you're talking about it, too, about how to track how people get the shirts from out of town, to make it a heads in beds thing, I was thinking maybe we have it as part of a form, set aside some shirts so when people fill out a form and they're staying somewhere local, they maybe bring a receipt or hotel keycard, or something that gives them access to a portion of the shirts we have set aside from, say 3-5, so that we can try and track.

Member Sena: And maybe advertise, say, the first however many people, will have the opportunity to get a shirt, that way they are excited and want to get there, fill that paper out, try to get there before everyone else type of thing.

Chaz Glines, Applicant: What we're really envisioning, too, is putting it with the new Levitt series group. Having a 3-day stay from Thursday night, all the way through Saturday night, because when they're drinking, they're going to be downtown, drinking, having fun, and if the event ends late, we're going to have as many of the Geronimo Springs and cards out there we can probably grab, that would be great for advertising, so they can walk and go stay.

Member Sena: Across market. I like that.

Member DeMarino: That's good.

Member DeMarino and Vice-Chairman Kelley abstained from voting as they are a part of Main Street.

Member MacKenzie made a motion to approve the amended amount of \$4,000 for MainStreet-Oktoberfest.

Member Sena seconded the motion.

Motion carried unanimously.

Member DeMarino: And talk to Becca, myself, or Gina on ways to track people that come, so that next year when you're back here, we have good data.

e. Discussion/Action: Lodgers Tax Guidelines

Chairman Foerstner: We had a special meeting to tweak the guidelines a little bit, thank you to Katy for so much work on this, appreciate that. Do you guys have any questions?

Member DeMarino: I do have questions. One of them, I'm not seeing, and I didn't read through all of it, but I'm not seeing anywhere – we talked in the special meeting about putting in something like Chaz was just talking about where if you're selling sponsorships, you can't use Lodger's Tax to fund a fundraiser. So in the past, there has been an entity that did a visitor's guide, and they sold enough to print the whole entire thing in advertising, but then they came to the Lodger's Tax board and got money to print it. So they just used it as a fundraiser. We had talked about putting something in here about that, and I'm not seeing it.

Vice-Chairman Kelley: I thought there was a section that said if you sell advertising then the difference between the revenue and the advertising, and say the example of the visitor's guide, if you're selling advertising for \$11,000 and your total cost is \$11,000 then no, you don't get Lodger's Tax, but say if the total is \$15,000 and you sell \$11,000 then you're only eligible for \$4,000.

Member MacKenzie: So fundraising and Lodger's Tax can only equate to 100% of the cost of the advertising, and cannot go over.

Vice-Chairman Kelley: Right, just don't get greedy.

Member DeMarino: Jake, do you have a question?

Chairman Foerstner: I was waiting until we kind of approved t-shirts selling ads on that, so how does that work for reimbursement if we required that?

Member DeMarino: Sponsorship is a little bit different because you're sponsoring a whole event, you're not sponsoring just the t-shirt.

Chairman Foerstner: It would be specifically ads. Would that mean we need to do an audit? Would they have to put in some kind of subrecipient or something to get reimbursed? How would that look?

Member DeMarino: I think there might actually be a question in the reimbursement, let me look.

Vice-Chairman Kelley: I believe there is a question on the reimbursement.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.11

SUBJECT: Re-appointment of Jake Foerstner to the Lodgers' Tax Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Mr. Foerstner is a current member of the Lodgers' Tax Advisory Board. His term expired in July. The Board unanimously voted to recommend re-appointing Mr. Foerstner to serve another term on the board.

Recommendation:

Re-appoint Jake Foerstner to serve another 4-year term on the Lodgers' Tax Advisory Board.

Attachments:

- Board Member application.

Fiscal Impact (Finance): No

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-2026



City of Truth or Consequences

City Boards Application

Name: Jake Foerstner Address: 215 Austin st
Phone: 575 497 9165 Email: foerstner@gmail.com

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

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

My qualifications are:

Hotel owner, LTAB chairman, served on various
other boards

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

Signature: _____

A handwritten signature in blue ink, appearing to read "Jake Foerstner".

Date: _____

6/8/26

Vice-Chairman Kelley: No it's not. We have people pretty well-trained, but it never hurts to have it in writing. We have the 90-day report in there which is good.

Member DeMarino: And are we planning on putting a table of contents?

City Clerk Torres: I can add that.

Member DeMarino: With numbers. I'm looking for the reporting.

City Clerk Torres: I think I saw that more toward the back.

Vice-Chairman Kelley: It's after reimbursement system, reimbursement submissions, I think it's 19.16.

City Clerk Torres: Yeah it is.

Member DeMarino: Okay, I was just looking to see if we needed to add anything else. That's all I have.

Member DeMarino made a motion to approve the Lodgers Tax Guidelines, pending the changes that were discussed.

Member Sena seconded the motion.

Motion carried unanimously.

f. Discussion/Action: Re-Appointment of Member Jake Foerstner

Member DeMarino made a motion to approve the Re-Appointment of Member Jake Foerstner.

Member Sena seconded the motion.

Motion carried unanimously.

g. Discussion/Action: Re-Appointment of Member Jessica MacKenzie

Member DeMarino made a motion to approve the Re-Appointment of Member Jessica MacKenzie

Member Sena seconded the motion.

Motion carried unanimously.

h. Discussion/Action: Re-Organization of Chairman and Vice-Chairman



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.12

SUBJECT: Re-appointment of Jessica Mackenzie to the Lodgers' Tax Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Ms. Mackenzie is a current member of the Lodgers' Tax Advisory Board. Her term expired in July. The Board unanimously voted to recommend re-appointing Ms. Mackenzie to serve another term on the board.

Recommendation:

Re-appoint Jessica Mackenzie to serve another 4-year term on the Lodgers' Tax Advisory Board.

Attachments:

- Board Member application.

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-2026



City of Truth or Consequences

City Boards Application

Name: Jessica Mackenzie Address: 1101 W. 9TH St, Tork
Phone: 575-740-2808 Email: jessicamack100@gmail

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

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

My qualifications are:

I have previously served on the Lodgers
Tax Board. I manage AirBnB's

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

Signature: _____

Date: 6/15/26

Vice-Chairman Kelley: No it's not. We have people pretty well-trained, but it never hurts to have it in writing. We have the 90-day report in there which is good.

Member DeMarino: And are we planning on putting a table of contents?

City Clerk Torres: I can add that.

Member DeMarino: With numbers. I'm looking for the reporting.

City Clerk Torres: I think I saw that more toward the back.

Vice-Chairman Kelley: It's after reimbursement system, reimbursement submissions, I think it's 19.16.

City Clerk Torres: Yeah it is.

Member DeMarino: Okay, I was just looking to see if we needed to add anything else. That's all I have.

Member DeMarino made a motion to approve the Lodgers Tax Guidelines, pending the changes that were discussed.

Member Sena seconded the motion.

Motion carried unanimously.

f. Discussion/Action: Re-Appointment of Member Jake Foerstner

Member DeMarino made a motion to approve the Re-Appointment of Member Jake Foerstner.

Member Sena seconded the motion.

Motion carried unanimously.

g. Discussion/Action: Re-Appointment of Member Jessica MacKenzie

Member DeMarino made a motion to approve the Re-Appointment of Member Jessica MacKenzie

Member Sena seconded the motion.

Motion carried unanimously.

h. Discussion/Action: Re-Organization of Chairman and Vice-Chairman



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.13

SUBJECT: Appointment of Andrew Curry to serve as a member on the board.to the Public Utility Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The governing body reviewed Mr. Curry's application on June 24, 2026, and requested that the Public Utility Advisory Board reconsider it when all members were present to vote and make a recommendation. On July 20th, the Board reviewed the application and unanimously recommended appointing Mr. Curry as a member.

Recommendation:

Appoint Mr. Curry to serve a 2 year term on the Public Utility Advisory Board.

Attachments:

-
- Board Member application.
- PUAB draft minutes

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-2026



City of Truth or Consequences

City Boards Application

Name: Andrew Curry Address: 615 W 1st Ave
Phone: (954) 482-1797 Email: ACurry816@gmail.com

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

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

My qualifications are:

I have lived in TorC for a good portion of ten years, one of which was spent working for the water department. I have witnessed the waste and mis-allocation of funds in this beautiful city. I am committed to creating a symbiotic relationship ^{with} the city's utilities and consumer cost. I feel a strong obligation to navigate and find solutions to the complicated intricacies that come from working with stakeholders, commercial customers, while still respecting and nourishing the environment. I am comfortable in open meeting processes and the transparency that come with sitting on a public utility advisory board.

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

Signature: _____

Date: _____

6/8/26

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MONDAY, JULY 20, 2026**

REGULAR MEETING MINUTES

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, July 20, 2026 at 3:30 pm.

CALL TO ORDER:

The meeting was called to order by Vice-Chairman Armijo.

ROLL CALL:

Don Armijo, Vice-Chairman
Gil Avelar, Member
Chris Sisney, Member

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Bo Easley, Public Works Director
Katy Martinez, Deputy Clerk

1. APPROVAL OF AGENDA

Member Sisney made a motion to approve the agenda.
Member Avelar seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

- a. Regular meeting of June 15, 2026.

Member Sisney made a motion to approve the minutes.
Member Avelar seconded the motion.
Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC: (3 Minute rule applies)

There were no comments at this time.

4. NEW BUSINESS:

- a. Discussion/Action: Recommendation to appoint Andrew Curry to serve as a member on the board.

Andrew Curry Applicant: I would like the opportunity to really make a difference in this town. I live here. I have grown roots here. The utilities affect every resident and small businesses in town. I think its an opportunity to represent my community.

Member Sisney made a motion to approve the Appointment of member Andrew Curry.

Member Avelar seconded the motion.

Motion carried unanimously.

b. Discussion/Action: Re-Organization of Chairman and Vice-Chairman

Member Sisney made a motion to table the recommendation of Chairman and as Vice-Chairman until the next meeting.

Member Avelar seconded the motion.

Motion carried unanimously.

5. REPORTS FROM THE BOARD:

There were no reports from the board at this time.

6. REPORTS FROM STAFF:

Bo Easley Public Works Director: The electric car charging station has proceed with ground breaking and is moving along pretty good. The water line replacement with Smith Co and J&H is moving along pretty good. As far as the department of Sanitation they are doing a good job of picking up trash. The service center is doing with repairs and oil changes. Water department is moving along with the water leaks. Their biggest problem right now is the vac station. They are working in that constantly trying to keep it going. The electric department is busy doing multiple things. They where outlast week putting the blades on the helicopter. They have been replacing poles and doing services. The streets department has been busy taking care of weeds and working on the streets. The utility side Sonya is doing a good job of getting the bills sent out.

Member Avelar: How are the substation transformers doing?

Bo Easley Public Works Director: Good. Just problems with birds. As much bird protection they put on we are still getting birds up there finding a way to blow a cut out. The sub station transformers are doing good they where here in March and they tested the transformers.

Member Avelar: What was that big water leak they had over there off ninth or seventh?

Bo Easley Public Works Director: We had 2. We had one on Yucca and Marie a 6-inch water main leak. We had one on Monday on Kopra between 9th and Marie an old cast iron pipe.

Member Avelar: I saw the water all over the place. They got to have a valve somewhere closer to close that off.

Bo Easley Public Works Director: We couldn't find the one valve on Kopra so we had to go back further and close valves. We even had to open up a fire hydrant to relieve pressure so we could fix the leak. We had to cut out a 6-foot section of that cast iron and put in a PVC pipe in there.

Member Avelar: Do you have any idea how the statics levels are doing?

Bo Easley Public Works Director: I do not.

Assistant City Manager Alvarez: Not off the top of my head. That is a good Jamie question.

Member Sisney: I would like to say that my interest when I joined the board was to learn where all the valves are so that when people turn that I would hopefully still be alive and I would hopefully remember where those valves were. I'm still interested in learning where all these valves are.

Bo Easley Public Works Director: Over the years when they have patched holes and relayed pavement on the streets sometimes they overlay them. With this new water line projects that are coming in they are replacing valves and they are doing a GIS so they will know where all these valves are.

Member Sisney: With the new system it will be all new?

Bo Easley Public Works Director: Yes, sir.

Member Sisney: Ok thank you. I won't bother learning the old stuff then. I'll wait for the new stuff.

Vice-Chairman Armijo: Before when we redid a street we had to go out and mark everything and dig them back up and lift them up to make sure they were even with the street. Has that fallen off or?

Bo Easley Public Works Director: It's hard to say what has happened over the years.

Vice-Chairman Armijo: How about Foch Street.

Bo Easley Public Works Director: Foch Street looks like it's handling up pretty good.

Vice-Chairman Armijo: I seen on Facebook with the rain it's crating a mess.

Assistant City Manager Alvarez: For the new construction?

Bo Easley Public Works Director: I have been working with Brendan and Manger Whitehead we are going out for a lot for grants to fix a lot of streets. Hopefully we can start getting more money into repair streets and start cleaning them up.

Assistant City Manager Alvarez: To tie in on Foch Street. The current construction has some water diversion so once they are done with the paving hopefully in the next 2 weeks and by the end of the month that road should be open. You will be able to walk it and you will see that a lot of those bump outs there is cut outs so that is going to help direct the flow into those cut outs. Then there is the landscaping in there that will slow the flow before it gets all the way down to Broadway. They did design that to help slow the flow from that water that is coming flying down Foch Street.

Vice-Chairman Armijo: That's good to see. I know back in the day they had they guy come up from Silver City and started showing us how to get the water off of the street.

Assistant City Manager Alvarez: There is some really cool channel areas. I was out there looking at it today because they finished some of the landscaping. They have some plants in there. They have irrigation in there to water them but they will also water during monsoon season when that water is coming through. It's going to look nice.

Member Avelar: I'm surprised how many people I still see trying to walk across that.

Assistant City Manager Alvarez: Yes all the time. It slowed down a little bit but we have our shovel ready project that is in the works. I think they are over by Second Street and we have our Wispi1 project which is up there by the schools right now both big water projects. People don't care they drive and walk through the construction areas. We have had to get some extra police patrol to help keep an eye with the contractors and direct the contractors that if it's a repeat person that keeps driving through. We did

have somebody doing that. But we advised the contractors to reach out to the PD. Im thinking if the board is ok with it especially with a new member coming on. You guys haven't had a really good project update on all of them. Especially the water and wastewater ones. We have 2 big water projects that are going on right now. We have our Wispi2 project that is ready to go to bid. As soon as USDA approves the bid documents. Because they are our funder they have final concurrence. Unfortunately there is 1 man in Utah their engineer for USDA that oversees the entire southwest region so he is pretty busy. We are trying to get that pushed through right away. We also have what we call our Critical Water Line project which is going to address all of the metal streets over there by Veater. That one there is about ready to go to bid but because Wispi1 is going to attack Veater Street we need Wispi1 to go out to bid first so they can get Veater Street taken care of. So then when we go to Critical Water Line and all those metal streets are tying in to a new line at Veater. Those 2 are right around the corner to go out to bid and be in construction here really soon. We have also got more funding both on the water line as well as the waste water projects going on. Im going to reach out to our engineers and maybe see if they can do an in person presentation or an online presentation to you guys at the next meeting and talk to you especially with the water lines. Mark with our water lines can really talk to you guys about all this replacement stuff and how its going to impact the city. The funding areas and everything. He is extremely knowledgeable in our water system. He has been working really closely with myself, the water department, City Manager and now Bo as well. We have been identifying high priority lines for the funding sources.

Member Avelar: Is the funding time sensitive?

Assistant City Manager Alvarez: Some of it is but like USDA recognizes that its their fault that they haven't gone through so extensions can be processed through as needed. It's the same with Colonias Water Trust Board as long as you actively spending the money then you can request extensions and they are usually granted. I think about the only time they wouldn't grant us an extension is if you haven't moved on a project and the project is just sitting there. We are sitting right around 50 million dollars worth of water projects that are either going on now or getting ready to go hopefully by the end of the calendar year they will all be in construction. Then we will be designing and preparing for the next spot.

Member Avelar: Are we finished with waste water?

Assistant City Manager Alvarez: No we have some waste water funding. We recently received some for our Clancy lift station and force main improvements. We are working with EPA right now on that grant agreement. That will be coming down the line. That is a little over a million dollars and that is the main line that pumps everything from the north end of town over the hill behind the Veterans center and sends it to our waste water treatment plant. That's a main transmission line. That is going to get some work. We have received over a million dollars through a couple different pots of money for some improvements at the waste water treatment plant. That is going to address our wears. We are going to address the bar screen. Some of the issues that we had when we received the compliance order through NMED. Its going to address all those issues. All that stuff is being worked on right now. We just started kick off and design with Bohan and Houston to start on that stuff.

Member Avelar: Do we need more work at the lift station also for this project to proceed?

Assistant City Manager Alvarez: They will asses that when they get over that way. The main thing was getting that force main because its so old. I think Clancy lift station for the most part is operating fine but with some of the other funding we got with the Waste Water Improvements its broad enough that we can kind of combine funds were we need. If we replace that force main and we see something that needs to be at the lift station it self. If there is not enough funding in the funding for the force main than we can potentially look at funding in one of the other Waste Water pots or remember we do have the GO Bonds that we are trying to use for cash match for some of these. There is some other options for funding.

7. ADJOURNMENT:

Member Sisney made a motion to adjourn the meeting.

Member Avelar seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 17th DAY OF JUNE 2026.

Don Armijo, Vice-Chairman



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.14

SUBJECT: Appointment of Susan Buhler to serve on the Public Arts Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: August 4, 2026

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Andy Underwood submitted his resignation from the Public Arts Advisory Board. The city later received an application from Susan Buhler. The Board reviewed Ms. Buhler's application at their July 21st meeting and voted unanimously to recommend her appointment for a four-year term.

Recommendation:

Appoint Susan Buhler to serve a 4 year term on the Public Arts Advisory Board.

Attachments:

- Board Member application.

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-12-26



City of Truth or Consequences

City Boards Application

Name: Susan Buhler Address: P.O. Box 71
Phone: 281-615-9654 Email: SuzyJet@outlook.com

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

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

My qualifications are:

My strengths lie in being a business owner here for
twelve years. Serving on the Sierra County Arts Council Board
for approximately four years. I chaired and supervised the
Carol Roc. Memorial sculpture located in the Healing Water Plaza.
Working with the artist, local builder, the Recreation Board,
the lodger's tax, and the City Commissioners of Truth or
Consequences. Having this type of work experience
would benefit the Public Arts Advisory Board.
Thank you for your consideration
with my application to serve.

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

Signature: Susan Buhler Date: 6-26-26

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC ARTS ADVISORY BOARD
MINUTES
Tuesday, JULY 21, 2026**

REGULAR MEETING

Regular meeting of the Public Arts Advisory Board of the City of Truth or Consequences, New Mexico to be held on Tuesday, July 21, 2026 at 4:00 p.m. in the City Commission Chambers, 405 W. 3rd St, Truth or Consequences, NM 87901.

ROLL CALL:

Sid Bryan, Tourism - Chairman
Cary "Jagger" Gustin, Sierra County Arts Council – Vice-Chairman Absent
Eduardo Alicea, Art Representative
Suzanne Carlstedt, Member

ALSO PRESENT:

Gary Whitehead- City Manager
Katy Martinez – Deputy Clerk

1. APPROVAL OF THE AGENDA:

Member Carlstedt made a motion to approve the agenda. Member Alicea seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a. April 21, 2026

Member Carlstedt made a motion to approve the minutes. Member Alicea seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC: (3 minute rule applies)

There were no public comments at this time.

4. NEW BUSINESS:

a. Discussion/Action: Recommendation to Appointment Susan Buhler to serve as a member on the board.

Member Carlstedt made a motion to approve the Recommendation to Appointment Susan Buhler to serve as a member on the board. Member Alicea seconded the motion. Motion carried unanimously.

b. Discussion/Action: Geronimo Springs Museum Fountain

Member Carlstedt: I went to look at it yesterday and I was a little alarmed on how much tiles are messed up. I wonder what the plan is for addressing that. Do we go back to the artist or do we deal with a tile guy to try and patch it together. I don't think it would look to good in certain spots if its just cemented together. There is also so missing pieces that we either need a replacement from the artist or some other plan.

Chairman Bryan: Its still look good.

Member Carlstedt: Yes I was pleasantly surprised of how much of the color is still good.

Chairman Bryan: Would it be better for the contractor to go a head and fix it before we add the top part?

City Manager Whitehead: 2 things. I think yes that would be the right strategy. What Mr. Stookey had indicated was he would try and fix the interior first. That's the structure and then he was going to patch the tile that existed and use the epoxy grout or some form of that to solve it. We have not talked about the tiles that are missing and how that would look.

Member Carlstedt: It's the blue rounded ones at the top.

City Manager Whitehead: The challenge that I have run into obviously this is going to be a tough project. I have spoke with Mr. Stookey this morning. We have talked twice typical stuff he is struggling with help so he kind of said he cant get to this project this morning. They guy that he had that does tile left and its not anything now that has become eminent. I think if we get him back on board I think the first thing would be for him to build the structure underneath and get it sound. From there we meet with him and we talk about maybe we do it in 2 pieces. We get a price to getting it stable and then we come back and look at the tile.

Member Carlstedt: I think the stability is urgent because have been talked about this for like a year now.

City Manager Whitehead: You guys have been talking about since before I got here and that's been a year and half.

Member Carlstedt: Back when we started this when they first identified the problem it was a kid could climb on it and it could collapse at any time.

Chairman Bryan: We have it as an action item is that something we have to do.

City Manager Whitehead: I would take whatever action. Weather you take action or not the process still has to go forward. Either Mr. Stookey needs to do it or I have to reengage with somebody to come back and look at that plan. Hes the closest I found to say here is my plan and here is what I can do and we can fix it. I don't think we need a motion I think we are just fine. My vision hasn't changed I just have to land the fish.

Member Carlstedt: Would it still have to go in front of the Commission or has that already happened?

City Manager Whitehead: No it hasn't gone in front of the Commission. Once I get a contract with him then yes. I have some authority to approve purchase orders less than \$60,000 so we may not have to go in front of the commission. We did program the money. We put the \$33,000 in the budget. We carried forward what didn't spend last year and add it to some money so you have the \$33,000 sitting there.

5. REPORTS FROM THE BOARD

No Reports from the Board.

6. REPORTS FROM STAFF

No Reports from Staff.

7. SET TIME, PLACE AND DATE FOR NEXT MEETING:

Deputy Clerk Martinez advised the board that the next meeting is scheduled for Tuesday, October 20, 2026 at 4pm.

8. ADJOURN

Chairman Bryan made a motion to adjourn the meeting at 4:13pm. Member Carlstedt seconded the motion. Motion carried unanimously.

PASSED AND APPROVED this 16th day of July, 2024.

Sid Bryan, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.15

SUBJECT: Discussion/Action: NMSU Cooperative Extension Service – FY 2026-2027 Funding Request for Sierra County Extension Office

DEPARTMENT: City Manager's Office

DATE SUBMITTED: August 6, 2026

SUBMITTED BY: Johanna Muñoz, Executive Assistant

WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager

Summary/Background:

The Cooperative Extension Service of New Mexico State University (NMSU) is requesting \$25,000 in FY 2026-2027 funding support for the Sierra County Extension Office. The funds would help cover salary costs for a new 4-H Agent position, previously funded by the Sierra 1st Foundation, to expand youth outreach programming countywide. Total estimated FY 2026-2027 operating cost for the Sierra County Extension Office is \$209,158, funded through a combination of county, state, and federal appropriations.

Recommendation: Staff recommends the Commission discuss the request and provide direction on whether to include \$25,000 in support of the Sierra County Extension Office for FY 2026-2027.

Attachments:

- NMSU Cooperative Extension Service funding request letter, dated August 5, 2026
-

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

\$25,000, if approved; funding source to be identified in coordination with Finance.

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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File Name: CC agendas 8-12-26



College of Agricultural, Consumer
and Environmental Sciences

Cooperative Extension Service
Southwest District Office
MSC 3AE
New Mexico State University
P.O. Box 30003
Las Cruces, NM 88003-8003
575-646-2584, fax: 575-646-7042
swestern@nmsu.edu

August 5, 2026

Dear City Manager and Councilors,

This letter is a request from the Cooperative Extension Service of New Mexico State University requesting financial support for the Sierra County Extension Office. The requested funds will jointly support Extension educational programs for **FY 2026-2027** beginning **July 1 or later date of execution**. Extension educational programs in Agriculture, Consumer and Environmental Sciences, 4-H and Youth Development, and Community /Economic Development are funded by appropriations from County, State, & Federal governments. Each level of government is requested to contribute a share of the total cost of the County Extension program. The total estimated cost of operations for the Sierra County Extension Office during **FY 2026-20257** will be **\$209,158.00**.

For **FY 2026-20257** we are requesting **\$25,000** in support from the City of Truth or Consequences.

This request is based on required funds to assist in covering salaries for the new 4-H Agent position that was previously fully funded from the Sierra 1st Foundation. Cooperative Extension has been able to provide additional funds for this fiscal year of \$50,000 but are in need of covering the remaining \$25,000

This funding ultimately will help with having the additional 4-H Agent in the county to assist with providing more opportunities for the youth of Sierra County. This type of position also exist in Socorro County and was created to reach youth that are not necessarily in the 4-H program, but all youth in Sierra County through outreach with schools and other educational avenues.

Please don't hesitate to contact me if you have any questions.

Sincerely,

Tom Dean
Southwest District Department Head

Sincerely,

Sara Marta
Sierra County Program Director



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.16

SUBJECT: Discussion/Action: FY2025 Safe Streets and Roads for All (SS4A) Grant Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: August 6, 2026

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

The City has been awarded a Fiscal Year 2025 Safe Streets and Roads for All (SS4A) Supplemental Planning Grant through the Federal Highway Administration. The City previously received SS4A funding to develop its Vision Zero (Safe Mobility for All) Safety Action Plan, which is a prerequisite for applying for additional implementation and supplemental planning grants under the SS4A program. The adopted Vision Zero Plan identified several priority projects requiring additional study or improvements, including the Marie Street Corridor Study, a Citywide Road Sign Inventory, and Road Safety Audits at the intersections of Date Street & Marie Street and Date Street & 9th Street. These projects are included in the current grant award and will further refine recommended safety improvements, prioritize future transportation investments, and improve compliance with current roadway signage standards. The grant provides \$440,000 in federal funding with a required \$110,000 local match, for a total project budget of \$550,000. Approval of the grant agreement will authorize the City Manager to execute the agreement and allow the City to begin work on the project in accordance with the federal grant requirements..

Recommendation:

Approve the Safe Streets and Roads for All Grant Agreement with the Federal Highway Administration and authorize the City Manager to execute the agreement and any related documents necessary to administer the grant

Attachments:

- FY2025 Safe Streets and Roads for All (SS4A) Grant Agreement

Fiscal Impact (Finance): Yes

-440,000 in federal funding with a required \$110,000 local match, for a total project budget of \$550,000

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-12-26

1. **Federal Award No.**
693JJ32640618
2. **Effective Date**
See No. 15 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Unique Entity Id.: YRPKBBHU1EJ8
TIN No.: 85-6000144
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop W56-485
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – 24 months
7. **Total Amount**
Federal Share: \$440,000
Recipient Share: \$110,000
Other Federal Funds: \$ 0
Other Funds: \$ 0
Total: \$550,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)
10. **Procurement Request No.**
HSA260175PR
11. **Federal Funds Obligated**
\$440,000
12. **Submit Payment Requests To**
See Article 5.
13. **Description of the Project**
Truth or Consequences Safe Mobility for All Supplemental Planning

RECIPIENT

14. Signature of Person Authorized to Sign

Signature Date
Name: Gary Whitehead
Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Agreement Officer

Signature Date
Name: Veronica R. Jacobson
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Truth or Consequences (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Truth or Consequences Safe Mobility for All supplemental planning.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2025 Safe Streets and Roads for All ("SS4A") Grant Program," dated January 22, 2026 which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2025." Articles 7-33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Truth or Consequences Safe Mobility for All
Supplemental Planning

Application Date: June 25, 2025

2.2 Award Amount.

SS4A Grant Amount: \$550,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Narrative: This award is for supplemental planning.

T or C will perform supplemental planning efforts that are acknowledged in Project Recommendations and Implementation section of the draft SAP. These planning efforts include two Road Safety Audits (RSA), a Corridor Study, and a Citywide Road Sign Inventory (RSI) Study. The RSAs will focus on two high-risk intersections: Date Street and Marie Street, and Date Street and 9th Street. The Corridor Study will further evaluate the entirety of Marie Street to assess which safety countermeasures should be implemented in the future to reduce the number of crashes. The RSI Study will enhance data reporting for monitoring efforts that will ensure compliance with the current design guidelines in the 11th Edition of the Manual for Uniform Traffic Control Devices (MUTCD), and identify locations where signage is currently missing and contributing to roadway fatalities and serious injuries.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	April 30, 2028
Planned SS4A Final Report Date:	June 30, 2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$440,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$110,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$550,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4 CONTACT INFORMATION

4.1 Recipient Contact(s).

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901
(575) 952-0565
talvarez@torcnm.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Traci Alvarez	Assistant City Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – New Mexico
Agreement Officer's Representative (AOR)
4001 Office Court Dr. STE 801
Santa Fe, NM 87507
(505) 820-2022
NewMexico.FHWA@fhwa.dot.gov

and

Luis Melgoza
New Mexico Division Office Lead Point of Contact
Safety and Pavement Engineer
4001 Office Court Dr. STE 801
Santa Fe, NM 87507
(505) 820-2028
Luis.melgoza@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients

of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledge that the Supplemental Plan will be made publicly available and agrees that it will publish the final Supplemental Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Date St. & Marie St. RSA
Date St. & Ramah RSA
Marie St. Corridor Study
City-Wide Road Sign Inventory Study

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

Scope: N/A

Schedule: The initial grant application indicated a 15-month schedule, commencing March 2, 2026, and ending May 28, 2027. Based on the current timeline for execution of the grant agreement, the proposed 15-month schedule will be adjusted to commence on August 3, 2026, and end on October 30, 2027.

Budget: N/A

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including union participation or project labor agreements which promote cost-effectiveness and open competition. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

All work for this Project will be conducted consistent with the recipient's hiring, employment, and procurement standards and thus support good-paying jobs. The Project will allow for free and fair choice to join a union, consistent with applicable law

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to Strengthen the Security and Resilience of Critical Infrastructure Against Both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
X	Not applicable. Grant does not require the purchase of information technology or operational technology.

2. Supporting Narrative.

Not applicable.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: G.17

SUBJECT: Discussion/Update: Notice of Intent (NOI) to the New Mexico Finance Authority Water Trust Board

DEPARTMENT: Community Development

DATE SUBMITTED: August 6, 2026

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

Staff submitted a Notice of Intent (NOI) to the New Mexico Finance Authority on August 7, 2026, notifying the Water Trust Board of the City's intent to apply for 2027 Design-Only funding for the Water System Performance Improvements 3 project.

The NOI was required to be submitted prior to the August 12 City Commission meeting for the City to remain eligible to submit a full application. The Water Trust Board recently announced the availability of Design-Only funding for eligible water and wastewater projects and advised that applicants must have a completed planning document (PER, design analysis report, technical memorandum, or similar) to qualify. Additional program requirements are expected to be considered by the Water Trust Board on August 13, 2026.

The City's proposed application will request approximately \$2.368 million for engineering and design services for water system improvements, including approximately 31,100 linear feet of waterline replacements, replacement of Well No. 2, and design of an additional groundwater well to improve system reliability, redundancy, water quality, and long-term infrastructure resilience. The estimated total project cost, including construction, is approximately \$25 million if the City is awarded design funding and the project advances to construction. The City would use FY24 HUD funds to cover the required loan and match portion of the awarded funding. If the NOI is accepted, a Resolution authorizing submission of the application will be brought for Commission approval.

Recommendation:

Update Only – No Action Needed

Attachments:

- Notice of Intent

[Click here to enter text.](#)

Fiscal Impact (Finance): TBD

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-12-26

NOTICE OF INTENT TO APPLY FOR 2027 WATER TRUST BOARD FUNDING DESIGN ONLY APPLICATION

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2027 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application. Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants as well as the submission of the completed NOI must be sent through WTBAdmin@nmfa.net.

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

I. APPLICANT INFORMATION:

Applicant Name:	City of Truth or Consequences		
Applicant Mailing Address:	505 Sims Street		
Applicant Street Address:	505 Sims Street		
City: Truth or Consequences	State: NM		
County: Sierra	Zip: 87901		
Email: talvarez@torcnm.gov	Phone: 575-952-0565		

APPLICANT LEGAL ENTITY TYPE (Check One):

☐	Authority (specify):
☒	Municipal or County Government
☐	Mutual Domestic/Sanitary Projects Act Entity
☐	Special District (specify):
☐	Tribe or Pueblo
☐	Other (specify):

APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users)		
Name: Traci Alvarez	Title: Assistant City Manager	
Mailing Address: 505 Sims Street		
City: Truth or Consequences	State: NM	Zip: 87901
Email: talvarez@torcnm.gov	Phone: 575-952-0565	

APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System)		
Name: Jocelyn Holguin	Title: Finance Director	
Mailing Address: 505 Sims Street		
City: Truth or Consequences	State: NM	Zip: 87901
*Email: jholguin@torcnm.gov	Phone: 575-740-7323	

**email must not duplicate primary*

Consultant Authorized to Access EnABLE Application System		
Name: Ashley Martinez	Title: Funding & Grant Administration Lead	
Firm: Wilson & Company		
Mailing Address: 4401 Masthead Street NE, Suite 150		
City: Albuquerque	State: NM	Zip: 87109
Email: ashley.martinez@wilsonco.com	Phone: 505-348-4136	

Consultant Authorized to Access EnABLE Application System		
Name: Mark Nasi	Title: Senior Water/Wastewater Engineer	
Firm: Wilson & Company		
Mailing Address: 4401 Masthead Street NE, Suite 150		
City: Albuquerque	State: NM	Zip: 87109
Email: mark.nasi@wilsonco.com	Phone:	

II. PROJECT INFORMATION

Project Name: Water System Performance Improvements 3

Amount Requested for Design only: \$ 2,368,000.00

Estimated Total Project Cost: \$ 25,000,000.00 (*design and construction estimates*)

Project Type – Check One That Applies

- ☒ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Wastewater Collection, Conveyance and Treatment
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

III. PROJECT DESCRIPTION

Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.

Project Location: Truth or Consequences, NM

Scope of work: ☒ Design Only (must be checked)

Project Goal (35 words or less):

Design services for water system improvements, including approximately 31,100-LF of waterline replacements, replacement of Well No. 2, and an additional well to enhance the City's water system reliability, redundancy, improve water quality, and support

Provide Planning Document Title: Water System Improvements 3

Date Planning Document was completed: November 2021

Are all easements secured: Yes

IV. REGULATORY COMPLIANCE CHECKLIST

Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations. Check all that are applicable for the proposed project.	
Water Rights (OSE): Verification of sufficient water rights as required for proposed project.	☒
Safe Drinking Water Act Compliance (NMED-DWB): Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	☐
Clean Water Act Compliance: Full compliance with Clean Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	☐
Dam Safety (OSE): Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	☐
Water conservation plan/drought management plan (OSE): Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	☐

V. APPLICATION RESOLUTION ADOPTION DATE: September 9, 2026

PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. *Please note that the resolution is due with the application on September 10, 2026.* Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 15, 2026.

VI. ACKNOWLEDGEMENT: I have reviewed a copy of the **Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025.**

I CERTIFY THAT:

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: _____
Highest Elected Official/Board Officer

Print Title: Mayor

Print Name: Rolf Hechler

Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 12, 2026

Agenda Item #: H.1

SUBJECT: Resolution No. 14 26/27 authorizing and approving the submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

DEPARTMENT: Community Development

DATE SUBMITTED: August 7, 2026

SUBMITTED BY: Deanna Knull

WHO WILL PRESENT THE ITEM: Deanna Knull

Summary/Background:

The Police Dept. would like to purchase Police Vehicles. We are eligible to apply for a loan through the NM Finance Authority through their Equipment Program. We are requesting a loan for \$306,099.00 as outlined in the application.

Recommendation:

Approve Resolution 14 26/27 and Authorize City Manager to execute applicable documents

Attachments:

- Resolution No. 14 26/27
- Quotes

Fiscal Impact (Finance): Choose an item.

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. 14 26/27 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 8-12-26



RESOLUTION NO. 14 26/27

AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Truth or Consequences is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (the "Act"), and the City Commission is authorized to borrow funds and/or issue bonds for the financing of public projects for the benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority has established a program for financing projects from the Public Project Revolving Fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake the acquisition, construction, and improvement of Street Sweeper Loan Application ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body, and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of Truth or Consequences, that:

All prior actions of the Governing Body and its officers and employees directed toward the preparation and submission of the Application and the Project, to the extent consistent with this resolution, are hereby ratified, approved, and confirmed.

The completed Application submitted to the Governing Body is hereby approved and confirmed.

The officers and employees of the Governing Body are hereby directed and authorized to submit the completed Application to the Authority for its review, to take such further actions as may be requested by the Authority during its consideration of the Application, and to proceed with arrangements for financing the Project.

All resolutions or parts thereof in conflict with this resolution are hereby repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of August, 2026.

By: _____
Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk



QUOTE TO: Truth or Consequences Police Dept
ATTN: Chief Luis Tavizon

QUOTE NUMBER 072226-1
QUOTE DATE July 22, 2026
Agency PO #.
CES PO#
TERMS Due on Receipt
SALES REP RJ Butler
SHIPPED VIA Driver
F.O.B.
PREPAID or COLLECT

PRICE AGREEMENT: NMSPA 40-00000-24-00068

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4	Item 9 Midsize Suv Ford Explorer Police Interceptor, 3.3L Gas, Agate Black (MSRP \$50,805 less contract discount of 5%)	48,264.75	\$193,059.00
4	Phil Long Government Discount	(2,000.00)	(\$8,000.00)
4	Patrol Ready Upfit (MSRP \$30,000 Less Contract Discount 10%)	27,000.00	\$108,000.00
4	Phil Long Discount on Equipment	(500.00)	(\$2,000.00)
4	Custom Graphics Plus Install (MSRP \$1,400 Less contract discount 10%)	1,260.00	\$5,040.00
	Install Customer Supplied Equipment	0.00	\$0.00
	Radio, Radar, etc		
4	Troy Products Gun Lock	0.00	\$0.00
Additional Information:			296,099.00
Proposal valid for 90 Days			
DIRECT ALL INQUIRIES TO: RJ Butler (505) 410-2434 email: rbutler@philong.com			\$296,099.00 Total AMOUNT

THANK YOU FOR YOUR BUSINESS!



ORDINANCE NUMBER 606

AN ORDINANCE ADOPTING A MUNICIPAL GROSS RECEIPTS TAX IN THE AMOUNT OF ONE-FOURTH OF ONE PERCENT (0.25%)

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NM:

Section 1. Imposition of Tax.

There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to one fourth of one percent (0.25%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "one-fourth of one percent (0.25%) municipal gross receipts tax."

Section 2. General Provisions.

This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions.

No municipal gross receipts tax shall be imposed on the gross receipts arising from:

- A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality;
- B. a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or
- C. direct broadcast satellite services.

Section 4. Dedication.

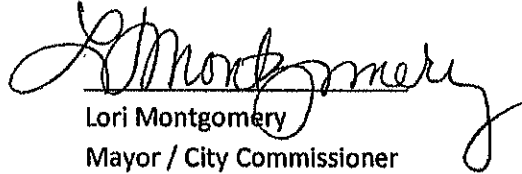
Revenue from the one-fourth of one percent (0.25%) of municipal gross receipts tax will be used for the purpose(s) listed below:

- A. public safety

Section 5. Effective Date.

The effective date of the one-fourth of one percent (0.25%) municipal gross receipts tax shall be either January 1, or July 1, whichever date occurs first after the expiration of three months from the date this ordinance is adopted and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO this 14th day of June 2011.


Lori Montgomery
Mayor / City Commissioner

ATTEST:


Mary Penner
City Clerk-Treasurer

(SEAL)



NEW MEXICO
FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND
EQUIPMENT APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:

Applicant/Entity:	Truth or Consequences Police Department		
Address:	507 McAdoo St. Truth or Consequences NM 87901		
County	Sierra	Census Tract:	
Federal Employer Identification Number (EIN) as issued by the IRS:			
Legislative District:	Senate:	House:	
Phone:	575-894-1204	Fax:	Email Address: ltavizon@torcnm.gov
Individual Completing Application:	Deanna Knull		
Address:	507 McAdoo St. Truth or Consequences NM 87901		
Phone:	575-894-1204	Fax:	Email Address: dknnull@torcnm.gov

II. PROJECT SUMMARY

- A. Project Description.** Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

Four Fully Upfitted Patrol Vehicles

2. When do you need NMFA funds available? As Soon As Possible

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
4 - Ford Explorers	\$ 193,059.00	\$	\$	\$ 193,059.00
4 - Patrol Ready Upfit	\$ 108,000.00	\$	\$	\$ 108,000.00
4 - Custom Graphics Plus In	\$ 5,040.00	\$	\$	\$ 5,040.00
	\$	\$	\$	\$
Total Cost:\$	\$ 306,099.00	\$	\$	\$ 306,099.00

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- ☒ Municipal Local Option GRT – please specify: PD GRT Percentage
- ☐ County Option GRT – please specify: _____
- ☐ Other Tax-Based Revenue: _____
- ☐ State-Shared GRT
- ☐ Law Enforcement Funds
- ☐ Fire Protection Funds
- ☐ Other Revenue: _____

B. Preferred financing term: 4 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☒

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- ☒ Equipment cost breakdown (if applicable)
- ☐ Three most recently completed fiscal year audit reports

- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ☒ Equipment Application
- ☒ Application Resolution
- ☐ Minutes of public hearing meeting approving submission of application
- ☒ Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title:

(highest elected official)

Jurisdiction:

Print Name:

Date:

Signature:

Date:

Finance Officer/Director: