

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoeppe
Commissioner

Gary Whitehead
City Manager

505 Sims St.
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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, FEBRUARY 12, 2025; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. Mayor Hechler and Department Supervisor

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, January 22, 2025
2. Acknowledge Regular Library Advisory Board Minutes, January 27, 2025
3. January 2025 Accounts Payable

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 27 24/25 Amending City Manager Authorities pertaining to Purchase Requisitions. Jocelyn Holguin, Finance Director
2. Discussion/Action: Resolution No. 28 24/25 Budget Adjustment Request. Jocelyn Holguin, Finance Director
3. Discussion/Action: Resolution No. 29 24/25 Amending Animal Shelter Adoption Fees to include Microchips. Tara Manning, Animal Shelter Supervisor
4. Discussion/Action: Resolution No. 30 24/25 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund. Assistant City Manager Alvarez

H. NEW BUSINESS

1. Discussion/Action: Possible rescission of Ordinance No. 767. City Attorney Rubin
2. Discussion/Action: Request for the use of the Civic Center parking lot. Larry Wilkin
3. Discussion/Action: Reconfiguring the Parks Department by changing Parks Field Supervisor to Parks and Recreation Manager. OJ Hechler, Community Services Director
4. Discussion/Action: 2025 loan renewal package for the T-33 aerospace vehicle(s) on loan to the city from the National Museum of the United States Air Force Static Display Program. Assistant City Manager Alvarez
5. Discussion/Action: Memorandum of Understanding between the County of Sierra and the City of Truth or Consequences for the Provision of Emergency Management Services. City Manager Whitehead and Ryan Williams, Emergency Services Administrator Sierra County
6. Discussion/Action: Engineering Services Agreement between the City of T or C and Wilson and Co. for Water System Shovel Ready Projects. Assistant City Manager Alvarez
7. Discussion/Action: State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement: A24I2022. Assistant City Manager Alvarez
8. Discussion/Action: Appointment of Kathleen Martinez to the Library Advisory Board. City Clerk Torres
9. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Arts Council for Website Updates & Maintenance. City Clerk Torres
10. Discussion/Action: Review, Approve and/or Allocate Funds to Sierra County Rock & Gem Society for the T or C Rock & Gem Show. City Clerk Torres
11. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Jocelyn Holguin, Finance Director

I. EXECUTIVE SESSION

1. Threatened & Pending Litigation (*Hot Springs Land Development*) pursuant to 10-15-1(H.7).

J. ADJOURNMENT

The meeting will be streamed through Facebook Live on the City of Truth or Consequences Public Information Facebook Page

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

NEXT REGULAR CITY COMMISSION MEETING FEBRUARY 26, 2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: February 4, 2025
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Whitehead and department supervisor

Summary/Background:

Carmen Howell – 7 years
Bean, Brian – 2 year
Sheele, Sue – 1 year

Recommendation:

None. Presentation Only.

Attachments:

- Click here to enter text.
- .

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

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: Click here to enter text.

File Name: CC Agendas 2-12-2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, January 22, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 7, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-12-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JANUARY 22, 2025

A. CALL TO ORDER:

The meeting was called to order by Mayor Rolf Hechler at 9:00 a.m., who presided and Katy Martinez, Deputy City Clerk, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

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

MR. MAYOR, WE HAVE A QUORUM

Also Present:

Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Katy Martinez, Deputy City Clerk
Luis Tavizon, Chief of Police
Jocelyn Holguin, Finance Director

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 Mitchell to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister moved to approve the agenda with the changes of F3 being moved before item F2. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PUBLIC COMMENT (3 Minute Rule Applies):

Mike Donald addressed the Commission with comments related to: Im here to speak on behalf of the special election for the police department. All my uncles were policemen I know first hand that this is difficult for them and frequently unpleasant. They all practiced what is now being called community policing which the police purposely engage with the community with both listening and establishing trust. Our Chief Tavizon and T or C police officers will be very much in the many benefits of a new police station. That is why I am voting in favor of Ordinance 767. I want our police department to have a proper work place and the tools they need to keep T or C safe and a pleasant place to live. Its chilling that the current building doesn't meet state or national accreditation standards. The additional insurance cost associated with that can be saved every year. The purposed Main Street location is what I call a honk and wave spot In the heart of down town where we can honk and wave and be proud of our blue. We have an opportunity to make the blocks surrounding PNC Bank building a more attractive and pedestrian friendly for our residents and visitors with benches, landscaping night time lighting and public art. It can be come a true public safety place. Let's give our police department a fully functional base of operations that reflects their pride in their service and our pride in T or C.

D. REPORTS:

Assistant City Manager Alvarez reported the following:

- I have no reports. I would like to go ahead and introduce our Executive Admin that we just hired in the City Manager's Office. This is Johanna Munoz. She has a great background, and we look forward to having her. She jumped in with both feet and has been a huge help in our office.

Mayor Hechler: Good morning, Jo. I don't know you very well, but from what I have seen, thank you for jumping right in and staying proactive and getting things done. We were remarking just the other day that the lights are turned off, the door was locked and you cleaned things and you got your office situated already. I think our staff has been in your office 3 or 4 times organizing things, so you can see customers as they come in. I appreciate your attitude already. Thank you so much for being on board.

City Commission Reports:

Commissioner Hoepfner reported the following:

- It's been cold, and with the temperature going down I hope everyone stays warm. I want to thank some citizens in town who helped the homeless. I know of two people who donated money and hotel rooms to people who do not have any shelter from the cold. This person also called everywhere and tried their best to find shelter for them but couldn't, so they started by paying for hotel rooms to give them shelter during the coldest nights. I want to say thank you to them for doing that. I hope that when people see someone who doesn't have winter shelter, they try and help out. I am grateful to see that there are people out there who help.

Commissioner Mitchell reported the following:

- I want to put a call out for people interested in helping us with the fiesta 75-year celebration. We had a meeting last night and we had a lot of great ideas. We still need more people, and we need people to help run events, build floats, to help with the parade, and to help make it the best one ever. We will be meeting every Tuesday from here on out at 4pm at the MainStreet office at 208 S. Pershing. Anyone is welcome to go if you are interested in helping out. You can give me your information and I can put you on our list. We really want to work in conjunction with the City of Truth or Consequences and the celebration of our name change. We really want to make this whole year a big celebration.

Mayor Pro-Tem Forrister reported the following:

- Thoughts and prayers go out to all of our legislators as they are up in Santa Fe at this moment trying to get more money for our community.

Mayor Hechler reported the following:

- We have an executive session this morning to determine whether we are going to have a new City Manager or not. I kind of want to explain the process a little bit so that people understand the things that we went through to hopefully select one. We are not 100% yet, but we will see after we talk about the contract during executive session. We had 7 applicants. Six of them were on time, and one was late. Administratively, we called the 7 applicants down to 2. 5 because the other applicants did not rise to the level that we felt comfortable with for our community. We had in-person interviews with both candidates. When we do interviews, half of the process is the resume and the application. The other half is communication and their ability to talk to us about various questions in our community that we have. We have 10 questions that we ask. We just talked in general about the knowledge of the community, and then we made an assessment based upon what the best fit would be for our community, for our department heads and for our staff. We weighed all those things together and

had a spirited discussion. We weren't unanimous in our decision, but it was strong for one candidate. We kind of made our final decisions. The commission empowered me to negotiate a contract with the potential candidate, and they gave me some parameters to work with. I worked with those parameters the best I could, and even yesterday we made some minor tweaks to the contract again. We are moving forward with it, and we will know after executive session if we have a new City Manager or not. We will let you know as soon as we come out of it. That was kind of the process. There was some talk about hiring a local, and then not hiring a local, and if we hire a local there are going to be those that say well why did you hire a local. If we don't hire a local then they are going to say why did you hire somebody from the outside, so we weighed all those things together, and we figured out a way we could make the best decision, and hopefully we get the best fit. That is where we are with this. Hopefully we get you guys an answer after our executive session this morning. Another thing we are dealing with. I have been busy working with our Acting City Manager over the past couple weeks. I have attended departments head meetings and assisted with some personnel things to kind of help in the absence of a City Manager and I was empowered to do so by the Commission. I tried to stay to the side and support the decisions but advise where I could. I was in this position once before, I don't know if any of you remember Kathy Clark back in the day. She and I assisted while we were in a transition after we lost a City Manager. In that particular situation we were in an acting position for over 3 months. I am so happy we are not in that position now. I'm hoping that we are not. Angie Gonzales resigned officially on the 10th and us going to a new City Manager within a month, I think is a pretty swift movement, and it leaves the city without leadership for a short period of time. I am looking forward to that transition.

- I met with the lobbyist Kathy Elliot and gave her our 5 requests for Capital Infrastructure, so she is on her way to Santa Fe now. Although the five items came from our ICIP list, I also gave the five items to our South Central Council of Governments to take up there. They will be talking to our legislators from multiple fronts. In addition, I'll be going to Santa Fe when I am needed or asked to go. We will have an opportunity to talk to several of our representatives, our senator and others to try and get some things passed.
- I'm glad to have the opportunity to work with the city and get some things working through. This week with the environmental department and our sewer plant and things of that nature, but we will stay busy and get that done. My goal is to not make any major decisions on behalf of the city because I'm just there for support. We need to keep a status quo until we get a new manager on board. When that manager gets on board, we will fully apprise that person, and they can start working with the administration to make the final decisions and the best decisions for our city. We will get there soon.

City Attorney Rubin reported the following:

- Speaking of closed session. We had a closed session last meeting regarding the Hot Springs Land Development. I won't be going into detail about the meeting just yet, but to give the public some information to what we are doing in this lawsuit

that has been pending for 10 or 12 years. I'm optimistic now that this matter might be successfully resolved, and terms are going to be favorable with the city. I'm hoping sometime in one of the meetings in February I'll be able to give everybody a full briefing of what has happened with the case. Hopefully we can put it behind us. That's kind of where we are right now, and I will give everybody more of an update in February.

E. CONSENT CALENDAR:

1. City Commission Special Minutes, December 30, 2024
2. City Commission Special Minutes, January 6, 2025
3. City Commission Regular Minutes, January 8, 2025
4. Acknowledge Regular Golf Course/Recreation Advisory Board Minutes, August 26, 2024
5. December 2024 Accounts Payable
6. Subrecipient FY 24/25 2nd Quarter Reports

Commissioner Mitchell moved to approve the Consent Calendar as submitted. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 26 24/25 Budget Adjustment Request.

Finance Director Jocelyn Holguin reviewed the budget adjustments provided in the packet.

Mayor Pro-Tem Forrister moved to approve Resolution No. 26 24/25 Budget Adjustment Request. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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2. Discussion/Action: Resolution No. 27 24/25 Amending City Manager Authorities pertaining to Purchase Requisitions.

Jocelyn Holguin, Finance Director: I'm bringing this back from the last meeting for permission to have it in a written format. I went over this with our City Attorney to increase the threshold from the 20 to 60 to have internal permissions to process the documents. The discussion is that we would attach a copy of the purchase orders for the next agenda for review.

Mayor Pro-Tem Forrister: The City Manager still has the authority to approve anything up to \$60,000, is that what you're saying?

Finance Director Jocelyn Holguin: We can do that as well. I was looking into the Tyler system to set up a control, and the managers can go in there and approve them as well to get more streamlined.

City Attorney Rubin: The one thing I noticed actually this morning is that we had the date of May 26 2021. That was the date we approved the original resolution which is the same document before you, but actually we should really have today's date there because we are doing this today. It's basically a brand-new resolution, so I think we need to change May 26th to January 22, 2025 in that first whereas. What Ms. Holguin says is correct. It's basically the same document you approved 4 years ago. We are just changing the threshold from \$20,000 to \$60,000 because you are permitted to do that by law.

Commissioner Fahl: Ms. Holguin I have asked her to speak in the microphone before but I didn't hear anything that she said so I'm assuming also the public cant hear what she is saying. Again, I want to reiterate on this issue my concerns in the past. I believe or fiscal responsibility is the most important job. I'm familiar with procurement in know that fiscal responsibility is the most important thing. I am familiar with procurement. I know that \$60,000 is a big amount, but I'm not comfortable with not being aware of every transaction and approving them unless we discuss it like the last meeting, unless it's an emergency, things can wait for those 2 weeks. Also, we are told that if it is an emergency that the City Manager can go ahead and make those purchases. I'm not comfortable with this. I know we said we would do something and have a list. I'm just not comfortable with proceeding the way this is written.

Mayor Pro-Tem Forrister: I'm pretty sure this was brought us by City Manager Swingle and he put it down to this so that we would make sure that we were having that over sight. Is that correct? We had it at \$60,000 and then he moved it down to \$20,000, is that correct or do we remember?

Mayor Hechler: I don't know the answer to that. I do have some things I want to weigh in on and thank you, Commissioner Fahl. Have we ever disapproved of an item that was brought before the commission meeting the \$20,000 threshold? I think I recall one item where we had an engineering report regarding the docks at Ralph Edwards, and it was \$51,000 and we disapproved of that item because we thought that the engineering was to expensive and when we did the research it was spot on, so that was the only time that I recall. I'm a little eerie about throwing an obstacle up if we never will employ it. Can you tell if there has ever been an instance where we disapproved a \$20,000 purchase or above it?

Assistant City Manager Alvarez: There was a recent one that Jocelyn and I were speaking of but you ultimately approved it at the next meeting and that was for Parkhill where we were confused about what the task order was for Parkhill. We thought it had to do with the driving range. Do you recall that one? It turned out that it was actually for the re-permitting of our facility and so you guys ultimately you guys ended up approving it but those are the only 2 that I recall.

Jocelyn Holguin Finance Director: I also want to say that the budgets are already approved for most of these purchases so it's not things that are not aware during the budgeting time and commission approval. It's the processing of getting the quotes or using the state price agreement.

Mayor Pro-Tem Forrister: So, we already have oversight during the budget.

Mayor Hechler: Commissioner Fahl did you hear that?

Commissioner Fahl: I did but I'm still not comfortable with not pointing out these individual transactions even though I understand completely that we have approved them in the budget. I want to be completely aware of purchases over \$20,000 and I know our public does too.

Commissioner Mitchell: I think Jocelyn said that she would give us a list of things that have been approved so we would still have that oversight. They don't have to wait for us to say go. They just go and then tell us that they went.

Mayor Pro-Tem Forrister: Is that the reason that we want to up this. Is it so we can have it processed sooner.

Jocelyn Holguin: Yes, it seems since I started it's been a delay to get the items that the departments need, and it's a lot of work to put them in a packet. I feel if it was a higher threshold, I understand the need for that transparency. I'm not trying not to be transparent. I have never faltered from following the procurement code as I was a Procurement Officer, so I don't feel like I would do that here now. It's more important to make sure that we do it correctly.

Mayor Pro-Tem Forrister: I would like to hear from our future manager, so if this is something that we could table and get their perspective on it and their thoughts. I think that would be acceptable also. Unless you guys are ready to rock and roll either way.

Mayor Hechler: I don't have a problem with that. I don't really want to make a decision for our new City Manager if it is going to change down the road. A couple of my concerns are one, the delay of waiting for approvals, especially when we are getting ready to spend \$50 million. I don't know if that is going to have any affect on that. A couple of other things I still want to tweak for instance, you mentioned that the department heads can go ahead with the purchases. I don't think I would want that to happen. I think the City Manager should approve and purchases between \$20,000 and \$60,000 because the City Manager is our employee, and they are going to have to explain it to us. So, I don't want to necessarily call the department head in here for that reason. I think I'm with Mayor Pro-Tem Forrister as far as tabling it because I think that should rise to the level of the City Manager himself. Commissioner Fahl if you are listening to this part, the item has already been budgeted, and we have already approved that budget, so we should be able to go ahead with the purchase. If the item

has not been budgeted and we want to make a purchase, for instance, we had an issue with Arrowhead where we had to call in Smith Co. to do some repair work and they were on a CES contract. That might rise to the level where we want to go to the Commission because it wasn't a budgeted item, and we probably would want to weigh in on that. Does that make sense to you Commissioner?

Commissioner Fahl: I hear completely what you're saying, but I still believe anything over \$20,000 is a substantial amount, and waiting 2 weeks, if it's a life or death situation then that's an emergency clause, and we were informed that they can act, but 2 weeks shouldn't be an emergency if they have any kind of planning for sight, they would know that. So, \$20,000 is a substantial amount of money and I'm not comfortable with that. I think Mayor-Pro Tem Forrister said that we should table this and get some input from our incoming City Manager. My opinion probably isn't going to change, but I would like to hear what his or her thoughts are when they come on board.

Mayor Hechler: I'm good with that.

Commissioner Hoeppner: It makes sense to table it. I'm with Commissioner Fahl because it makes sense and by New Mexico statute, \$60,000 is when you are a big city and you buy in bulk to have much more items. I'm very comfortable with the \$20,000 but I want to know what is over the \$20,000 and what is happening with the money. I understand that certain budgets are more like a wish list when it comes to vehicles, and under \$60,000, people can say I have a blank checkbook or whatever, and this car is dirty so I want a new one. No, I want to weigh into those things. It's our responsibility at the end of the year when there is something wrong. It is not the people who spend the money. We are responsible for every penny, and every cent especially with grants coming in. It is our responsibility, and they will come after us, and that is why I want to protect myself by knowing upfront before we purchase bigger items, what we are purchasing and it is talked about. I'm happy with how it is right now with the \$20,000 and I hope we stay that way, but of course we are in a democracy and we make decisions by vote. Right now, I'm also for tabling it until the City Manager can weigh in.

Mayor Pro-Tem Forrister moved to table Resolution No. 27 24/25 Amending City Manager Authorities pertaining to Purchase Requisitions. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer.

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

Motion carried with a 4 to 1 vote.

- 3. Discussion/Action: Resolution No. 28 24/25 Correcting a scrivener's error contained in Ordinance No. 770 adopted December 18, 2024, ratifying actions heretofore taken; repealing all action inconsistent with this resolution and authorizing the taking of other actions not inconsistent with this resolution.**

Assistant City Manager Alvarez: This was previously brought to the commission. This is our Water Trust Board water project fund grant. Where we were received the \$1.6 million. There was the grant loan agreement that came for the commission and NMFA inadvertently put in \$1.4 million instead of \$1.6 million and so they are just correcting those numbers to the corrected dollar amount, and we have to come back to the commission to approve the corrected documents.

Mayor Hechler: This is just an administrative change to correct the work.

Mayor Pro-Tem Forrister moved to approve Resolution No. 28 24/25 correcting a scrivener's error contained in Ordinance No. 770 adopted December 18, 2024, ratifying actions heretofore taken; repealing all action inconsistent with this resolution and authorizing the taking of other actions not inconsistent with this resolution. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. NEW BUSINESS:

- 1. Discussion/Action: Request for the use of the Civic Center parking lot.**

Assistant City Manager Alvarez: Larry Wilkin came it to the City Manager's Office, and he was looking for the potential use of various parking lots in the city to give out food bank type items. The information that is in your agenda packet is more information that was provided to us at the City Management level. I directed him to go over to the City Clerk's Office, and I told him that I didn't have the authority to authorize the use of a city parking lot and he would have to look at submitting this and putting it on the agenda. Our Clerk Torres worked with him to get the item on the agenda and that is the last I heard from it.

Mayor Hechler: Since Mr. Wilkin is not present, Attorney Rubin do you have any concerns about someone being able to do this on city property?

City Attorney Rubin: Are you talking about from a liability stand point?

Mayor Hechler: Yes.

City Attorney Rubin: I don't know.

Mayor Pro-Tem Forrister: Why don't you think about it and lets table the item.

Mayor Hechler: Essentially this person wants to give out 25 pounds of dry goods and 25 pounds of perishable goods on city property to families in need.

City Attorney Rubin: I would probably want some sort of agreement that would try and protect the city. That's what I was thinking. There is always going to be some concerns.

Mayor Pro-Tem Forrister: I would like to hear from them if nobody has an objection. We would just have to make sure it's not interfering with other things that we are using the parking lot for.

Commissioner Mitchell: It would be nice to know the times. The Roadrunner food bank is pretty steady when I come to their deliveries.

Mayor Pro-Tem Forrister: They said only one day a month. So, I would like to know.

Commissioner Mitchell: Yes, the time and the date.

Mayor Pro-Tem Forrister: Can we just table this until we have further information.

Mayor Hechler: Lets contact Mr. Wilkin and if he is not willing to present to us at the commission then we are not going to approve it. It might be an important service for our community, and I would like to know what that entails. I would also like to be careful of what our liabilities are. I'm not sure what kind of food it is because it sounds like there are some perishables involved. I don't know what the state requirements are in that regard so I'm a little bit eerie about it, but I certainly see the viability for our community, and so with that I table it until we can have a commitment form Mr. Wilkin.

Assistant City Manager Alvarez: We also need to consider the scheduling of events of the Civic Center.

Mayor Hechler made a motion to table the request for the use of the Civic Center parking lot. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Approve and Accept 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding.

Chief Tavizon: I received a notice of funding for the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program contingency funding. I did an evaluation of the department's needs and equipment that we needed. The City of Truth or Consequences Police Department has been awarded \$31,930.00 for equipment listed by the agency which includes 10 new radars for our units.

Mayor Hechler: Can you give me an idea of how many speeding tickets you write a month?

Chief Tavizon: Generally, we write close to 100 tickets.

Mayor Hechler: What's the ratio between warnings and citations?

Chief Tavizon: It varies. Certain months the officer has to write more citations. I would say at least 60% is actual citations.

Mayor Hechler: Just generally do you have a philosophy regarding citations, a threshold? I know you don't want to tell people it's ok to speed 5 miles an hour over the speed limit, but we don't just go out there and write people for a mile over the speed limit, right?

Chief Tavizon: Legally we can. If you go 1 mile over the speed limit you can get pulled over and sited. They exercise the strategy based on various circumstances to each stop, situation and individual.

Mayor Hechler: That's kind of where we've had the problem. I know many of our downtown business people have concerns, especially around Date and Broadway of people speeding in those areas.

Chief Tavizon: If I may add, the Contingency Funding is only available for those agencies that currently have JAG funds and are in good status, and who are meeting audit requirements and are doing everything that we are supposed to be doing. We are meeting those standards, and they seem to be happy with us. They gave me the full amount that I asked for.

Mayor Hechler: Would you agree with me that generally officers adopt the policies of the chief? So, whatever your demeanor is in regards to those citations, they will probably go along with that. I think working with our public is important in these regards. We shouldn't write a ticket to everybody. We should certainly council and discuss, and in those situations that are warranted, we are going to write the ticket, right?

Chief Tavizon: Sometimes a verbal warning is good enough, and a lot of the time it works. Unfortunately, sometimes it doesn't work. We don't make any money by writing citations. It's more for public safety.

Mayor Hechler: All the citations are written to Magistrate court?

Chief Tavizon: Yes.

Mayor Pro-Tem Forrister: If you stop somebody one time and tell them, "Hey slow down you were going 3 miles over" and they don't do that anymore then we accomplished what we need to accomplish.

Commissioner Mitchell: I have a question that's kind of related. Those speed signs that show you how fast you are going, is that something that the police department would be able to get ahold of or is that a streets department thing?

Chief Tavizon: We have a speed trailer.

Commissioner Mitchell: I think having one in those intersections coming around by the Museum or the new Police Department would be good or by Davis Fleck and in that area. Ingo and I both know that we get speeders through there. I just think that those are defiantly a detour, and I would love to see us be able to get some more of those in the community.

Mayor Hechler: Just to remind you all we are getting ready to get a face lift downtown with new paving and new striping which is going to change dramatically the way traffic flows in our community. It will be a single lane one way in town with a bike lane and parallel parking on both sides. It's going to slow some things down. I don't know the exact term, but I call them visibility impairers where you can't see as well because you have things happening all around you and you only got one lane. I think that is going to slow some things down. Once we get used to this new change in our community, then we can, if we want to do a resolution to decrease speed limits on top of that. We can also do some other things. We finally know the mechanism now so we can do that. I think the speed limit downtown is 25. I don't know if 25 is reasonable if we go down to a single lane with parking on both sides and bike lines. We will have to go through that for a couple of months and see how things go and see what the community wants us to do. But then we can always petition the NMDOT then to say we want to reduce the speed limit. Quite frankly, if we don't like the way the new look is downtown, we may want to change the whole thing and restripe it a different way. This is kind of an experiment. I understand that. This was on our 2014 Master Plan for our community and its finally coming to fruition so, there is some history behind it. We will see how it goes.

Commissioner Hoepfner moved to approve and accept the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Pay and Salary Proposal.

Chief Tavizon gave a presentation of the Police Department Pay and Salary Proposal. (Presentation attached hereto and made a part hereof).

Commissioner Mitchell: I like that you guys are compensating for degrees.

Commissioner Mitchell: I do like the fact that you guys are compensating for degrees. You proposed that you want to eliminate a position and then do these salary increases,

and it's covered in the budget for this year. Are we going to increase your budget for next year to continue to make these incentives?

Chief Tavizon: That's a great question so I am going to eliminate one of the 17 positions, and I am not going to fill Casey Froese's position.

Mayor Pro-Tem Forrister: You are going to cut 2 positions?

Chief Tavizon: Yes.

Mayor Hechler: Chief have you had any losses because of our current salary?

Chief Tavizon: Yes sir.

Mayor Hechler: The reason for that is because other departments are paying more?

Chief Tavizon: Yes sir.

Mayor Hechler: Ok that's kind of a red flag for me. We work hard to get our positions filled and unfortunately, we are in a situation now a days where it's tough to be a cop. When we lost our indemnification, it made it even tougher. That's why these costs are going up now. You can't find officers that are willing to put their neck on the line knowing that they can be sued. Our current situation is that we almost have this catch and release attitude with people that have been arrested and we put officer back in the line of fire again if you will for people who have been arrested multiple times. It may not be as true here as it is in other communities but I know for a fact it is true in Las Cruces. My son is a sergeant there and he has encountered the same perpetrator several times doing the same thing because they get released all the time and it puts officers in danger. We need to pay more for our officer because of that situation. I applaud you for putting this together and finding a way that you stay with in your budget. I think that is something the city is going to have to look at when we look at our raises for our staff because I think the city outside of the police department is in the same situation. I said this before I get embarrassed when we advertise a job at \$13.47 an hour. You get what you pay for and when you pay that amount of money sometimes you don't get the best people. I applaud the people that come to work for that and can pass everything that they need to pass but it makes things tough. We will have to look that side of the coin when we get our new City Manager on board.

Mayor Pro-Tem Forrister: I'm in the same boat. I don't necessarily think putting it in there but to see Silver or Socorro and those towns is one thing, but to see it right here in the same community where they can hop over and have a better building and get paid more money is a hard pill to swallow for us. I'm surprised we haven't lost a lot more. I'm all for it. I don't know where we go from this. Is this something that we want to wait and also have our new city manager take a look at or where so we go?

Mayor Hechler: I don't know I would think that our discussion. Commissioner Hoepfner we haven't heard from you yet.

Commissioner Hoepfner: I'm on the same page. Like we all know in the last five years the cost of living was up by 40% and everybody has hardships. You see it everyday when you go to the grocery store and with the new administration we will see more increase instead of decrease. We will never fill up our gas tank for \$10 again. I'm always happy when we try to go with the cost of living and try to increase and we have to do that through out the city. People deserve it for the work they do and especially officers who risk their lives on a daily basis. They should get compensated accordingly. I hope this is the beginning and in the future with new administration here we will increase for all the departments. I'm happy that we are moving forward and that we are increasing what you get for your labor and for the risk you take on a daily basis. Thank you for doing the study and fighting for your officers to get closer to a living wage. We shouldn't stop there hopefully with the new City Manager that is city wide the same situation and we take care of our employees. That helps us so that we get better quality all through out. Thank you for all the work you do.

Commissioner Fahl: I apologize for my late arrival. I did want to say thank you Chief again. As they said this is a great study. I have said before that the salary schedule that the city currently has to me it was a first primary step but it was flawed it had a lot of people placed in the wrong places. The salary wasn't comparable to other areas so I think its great that you did this and that you were creative to find a way to pay for it without having an adverse financial impact. We cannot compensate our Police Officers enough for what they do so thank you for trying to find a way to get them to where we need to be and to keep them here.

Mayor Hechler: Since our discussion seems to indicate in support of this initiative, I say we move forward and not delay it.

Mayor Pro-Tem Forrester moved to approve the Pay and Salary Proposal. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Discussion regarding the March 4, 2025, Referendum Special Election.

Mayor Hechler: I'm going to give you an update of what is going on so that we all understand what is happening. Through the process for our special election, we performed an ordinance in December which started everything. We were supposed to have a period of time from December until the special election since that time we were asked to partner the schools and to combine our efforts so that we can share the cost. The total cost of something like this would about \$45,000 from what I understand more recently in discussion with our new county clerk and we could have split those cost. Since then, the schools had an issue on their end with their bond and their verbiage so they asked us to

move from the February 4th mail out and March 4th election to April 8th. We had discussions with our attorneys both locally and in Santa Fe which related that we would really be pushing the envelope if we moved to April 8th and we may not survive a lawsuit if we were challenged. We need to stick to our guns of the February 4th and March 4th election if possible. We are working through that right now with the County Clerk. I'm sad that we are not able to partner the results of that and that we will have to bear the brunt of the actual cost ourselves for our election which is going to be about \$35,000 or somewhere around there which is pretty extensive. The schools are trying to find the budget so they can go on with their bond, and theirs is going to be over \$40,000 because they have a larger group of people that they have to mail to. It's unfortunate that we have to go to this. Obviously, the people have a right to speak and that is why we are going to special election. That is what the issue is. It says action so I guess we need to ratify that we going to go ahead and go with the special election. I'm still waiting for the County Clerk to notify us. She is in contact right now with the Secretary of State's Office to figure out what the parameters are. I would like to have our attorney weigh in. Did I capture that correctly? If not please correct me.

City Attorney Rubin: I think you did fine. If you look at the date, I think we actually adopted the ordinance and the resolution. It was back in September. Ordinarily under 3-14-17 where you have a county election with in 90 days which would have been up sometime in December. However, there is another ordinance that is 1-24-1 which indicates that you can not have a special election during the 100 day period from the general election. Which would have been November so that would take is to February 13 or 14. That was the original date. The questions was whether we were allowed to move from February 14th to March 4th and we did some checking on that. We thought that we could because we were going to partner with the school, but trying to move it a second time would be more problematic. I think they would be running a foul on the intent of 3-14-17 so that is why we are in the position we are in.

Mayor Hechler: Just to be clear. The laws that govern our city are different. Our election laws are different than what the schools are.

City Attorney Rubin: Correct. 3-14-17 pertains to a municipally special election which is not something that would cover the school. They are in a totally different area. We both are bound by the 100-day probation from the general election, but they are not bound by the provision that we had to kind of speed up our Municipal Election pursuant to 3-14-17.

Mayor Hechler: Since this is discussion/action, I guess we could try to motion that we will stick with the March 4th date. It is my understanding that the mailings would go out on February 4th to all of the households, and then between February 4th and March 4th people would fill out the ballots and return them, and on March 4th (election day) the ballots would be counted. If that still holds, then I will hear from the Secretary of State's Office shortly. Our County Clerk is in negotiations with them right now, so I guess we could make a motion in that regard, if you guys are okay with paying the \$35,000 to move forward with the election.

Mayor Pro-Tem Forrister: I don't think we have another option.

Mayor Hechler: I don't know what the parameters are with withdrawing from it because we could have other options then. We could finance it ourselves. We could ask for legislative support. We could do some of those things. We could possibly wait until November and not pay anything. I don't know what the answers are to all of those stakes, but what I'm hearing is that we want to move forward, and if that is the case we should probably have a motion.

Commissioner Fahl made a motion to continue to move forward with our referendum Special Election on March 4, 2025. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Appointment of Marian Phillips to the Housing Authority Board of Commissioners.

Assistant City Manager Alvarez: The Housing Authority Board of Commissioners unanimously recommended the appointment of Marian Phillips to serve a 2-year term as a Resident Board Member. Ms. Phillips has been a resident of New Mexico for over 22 years, and a resident of Sierra County for over 15 Years. This is coming before you today because the City Commission appoints the Housing Authority Board members as per our Municipal Code.

Mayor Pro-Tem made a motion to appoint Marian Phillips to serve a two-year term on the Housing Authority Board of Commissioners. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Review/Revise Golf Course Apartment Tenant Lease Agreement and approve Mayor to execute.

Assistant City Manager Alvarez: Our golf course apartment is empty at this time, so we are recommending to use the apartment back over to the Police Department which is what it had been used for, for many years. Having an out of town officer be able to be in town instead would be beneficial. The reason why we put it on the agenda to approve the Mayor to execute is normally we would come to you with a potential candidate, but at this point and time we don't have a definite candidate, so we wanted to be able to work closely with the Chief of Police to make a decision on who would be a good person to put in there, and then once that decision is made, allow the Mayor to sign off on that agreement with the parameters for what you want within that apartment. The draft agreement that we

have used in the past is in your agenda packet, and that is up for the commission to review and make any changes before it would be executed.

Chief Tavizon: I think having somebody who is driving back and forth in there would eliminate some of the concerns that the community may have, and it will also provide security at the golf course. I know when I was staying there, I enjoyed it. It's a great opportunity to have someone here and close by.

Mayor Hechler: Yeah, that was my suggestion, is if we were going to occupy that property, that the officer stay on site and that it would eliminate a trip out of town for the officers to keep them in town. I think that having an officer there is an excellent deterrent so, thank you for dealing with it that way.

Commissioner Mitchell: Is it only one officer at a time that will be there, or can multiple officers be there?

Chief Tavizon: The Lieutenant has shown some interest, that way he could be here more to help, but if other officers needed to use it due to weather conditions or if they are too tired to drive back home, they could use it.

Mayor Pro-Tem Forrister: He would be the main contact to offer it to other officers.

Commissioner Mitchell: Okay, thank you.

Mayor Hechler: So, the current amount of the agreement is \$500. We put the equation to it because we're going to have another item coming up with square footage, and the amount is pretty close. If you work out the same scenario as we do with the old municipal building, the value is within \$100. So, we could either keep it at \$500 or we could raise it up to \$600, and especially now that I hear that you are going to open it up to more than one officer, I think that benefits the community even better. If that's the possibility, I say we keep the rent to \$500. Understand that the rent is not an actual rent. It is a benefit that you would list on your W-2 form so you pay taxes on that so you wouldn't actually pay the rent. You would pay a nominal fee to live there, but I think the benefits far outweigh what it would cost the city for someone to do that.

Commissioner Fahl: When we were looking at this several months ago, wasn't there something else in here that we thought we should change? I don't remember what it was. Did I dream that?

Mayor Hechler: We did have the water/wastewater person residing in there and he wasn't performing any of the services that we are requesting now, so that is the reason we were wanting to change it back to the Police Department.

Commissioner Fahl made a motion to revise the Golf Course Apartment Tenant Lease Agreement and approve Mayor to execute. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Update: 297 Third Street Market Rent Appraisal.

Assistant City Manager Alvarez: As requested, we went to a market lease appraisal for the old municipal court building. That was appraised at \$9.50 per square ft., which would be around \$1,800 per month.

Mayor Pro-Tem Hechler: Is that for the entire land or just the building?

Mayor Hechler: The building appraisal comes down to around \$1,800 per month, and that is the same equation that we used for the golf course building which is less than 600 square ft.

City Attorney Rubin: If you include the building and the land, it would be \$16,000.

Commissioner Fahl: That's really cheap rent. We ought to be able to rent that out pretty quick.

Mayor Pro-Tem Forrister: Identification of the appraised property says \$4,500,000.

Assistant City Manager Alvarez: Remember that the property and the land itself includes all of the property such as the Civic Center, SJOA, the library and the area where the Municipal Court was. That is all one parcel. It's not separated out.

Mayor Pro-Tem Forrister: Oh okay. That makes sense. Are we going to advertise this for rent?

Assistant City Manager Alvarez: If the Commission is comfortable with what the appraisal is then I think that there are some various options that will come back to the Commission at another time for an actual execution of it. I just wanted to update you on what the appraised value was so when we do come back to you with options, you are aware of what the appraised value is.

H. EXECUTIVE SESSION:

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

Mayor Pro-Tem Forrister made a motion to go into executive session at 10:45 a.m. to discuss Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).

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

Mayor Hechler reconvened the meeting in open session at 11:09 a.m.

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

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

- 1. Limited Personnel Matters (Possible Selection of City Manager and approval of contract) Pursuant to 10-15-1(H.2).**

Commissioner Fahl made a motion to offer the City Manager employment to Gary Whitehead as per contract and approving the contract as presented. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 11:15 a.m.

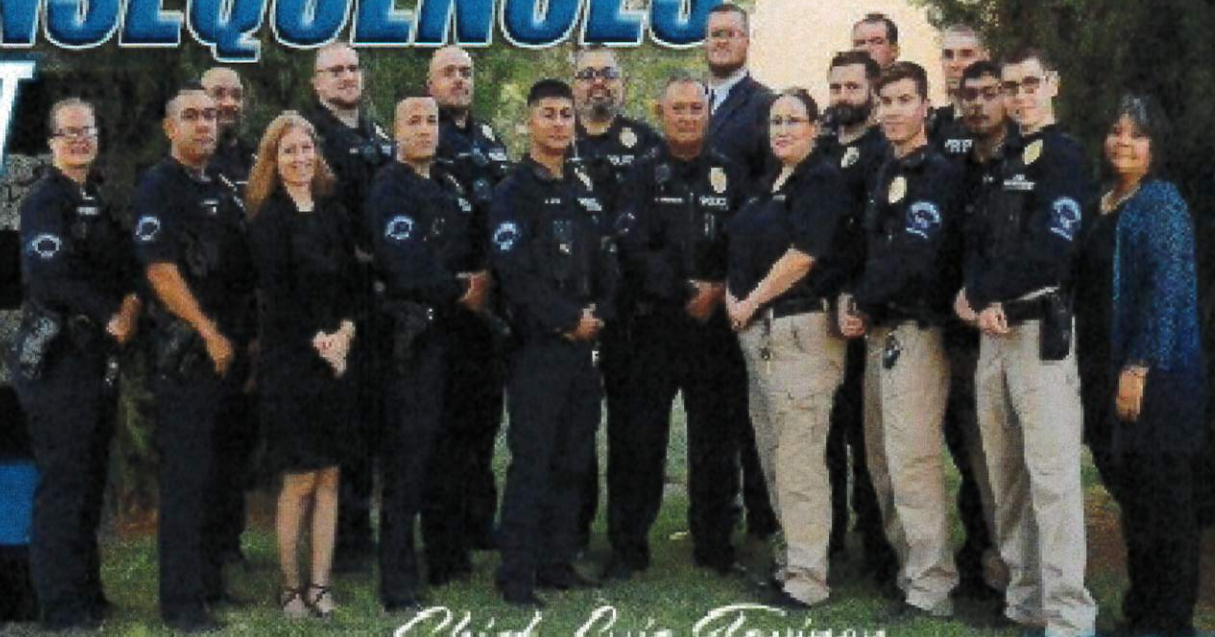
Passed and Approved this 12th day of February, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

TRUTH OR CONSEQUENCES POLICE DEPARTMENT



Chief Luis Tavizon

2025

507 MCADOO ST • TRUTH OR CONSEQUENCES, NM 87901 • 575-894-1204 • EMERGENCY DIAL 911

PAY AND BENEFITS PROPOSAL

A Compensation Structure should achieve these goals:

- Offer competitive salaries relative to the local police labor market
- Sustain external competitiveness.
- Operate within the constraints of the budgetary process and financial limitations.
- Ensure administrative efficiency.

Offer competitive salaries relative to the local police labor market.

The police department's current sworn officer structure has 20 salary ranges, with 5 classifications, which does not reflect current competitive pay levels.

The step system limits the police department's ability to establish pay rates commensurate with market place ranges based on the officer's qualifications and ability to grow salaries effectively over time.

CITY OF TRUTH OR CONSEQUENCES
DRAFT POLICE DEPARTMENT SALARY SCHEDULE

6/22/2022

	Minimum	Midpoint										Maximum									
		2.00% Increase Each Step					2.50% Increase Each Step					3.00% Increase Each Step									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2,184 Hours	Classification																				
Uncertified Officer	P1	\$36,413	\$ 39,181	\$ 39,965	\$ 40,764	\$41,580	\$42,619	\$43,685	\$44,777	\$45,896	\$47,044	\$48,455	\$49,909	\$51,406	\$52,948	\$54,536	\$56,173	\$57,858	\$59,593	\$61,381	\$63,223
Certified Officers	P2	\$49,027	\$ 50,007	\$ 51,007	\$ 52,027	\$53,068	\$54,305	\$55,756	\$57,148	\$58,577	\$60,042	\$61,843	\$63,698	\$65,600	\$67,577	\$69,605	\$71,693	\$73,844	\$76,060	\$78,341	\$80,691
Police Sergeant	P3	\$56,755	\$ 57,890	\$ 59,047	\$ 60,228	\$61,433	\$62,969	\$64,543	\$66,157	\$67,811	\$69,506	\$71,591	\$73,739	\$75,951	\$78,229	\$80,576	\$82,994	\$85,483	\$88,048	\$90,689	\$93,410
Police Lieutenant	P4	\$68,985	\$ 70,365	\$ 71,772	\$ 73,207	\$74,672	\$76,538	\$78,452	\$80,413	\$82,423	\$84,484	\$87,019	\$89,629	\$92,318	\$95,088	\$97,940	\$100,878	\$103,905	\$107,022	\$110,233	\$113,539
2,080 Hours																					
Police Chief	P5	\$83,852	\$ 85,529	\$ 87,240	\$ 88,984	\$90,764	\$93,033	\$95,359	\$97,743	\$100,187	\$102,691	\$105,772	\$108,945	\$112,214	\$115,590	\$119,047	\$122,619	\$126,297	\$130,086	\$133,989	\$138,008
HOURLY RATE																					

	Classification	2.00% Increase Each Year					2.50% Increase Each Year					3.00% Increase Each Year									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Uncertified Officer	P1	\$17.59	\$ 17.94	\$ 18.30	\$ 18.67	\$ 19.04	\$ 19.51	\$20.00	\$ 20.50	\$21.01	\$21.54	\$22.19	\$22.85	\$23.54	\$24.24	\$24.97	\$25.72	\$26.49	\$27.29	\$28.10	\$28.95
Certified Officers	P2	\$22.45	\$ 22.90	\$ 23.35	\$ 23.82	\$24.30	\$ 24.91	\$25.53	\$26.17	\$26.82	\$27.49	\$28.32	\$29.17	\$30.04	\$30.94	\$31.87	\$32.83	\$33.81	\$34.83	\$35.87	\$36.95
Police Sergeant	P3	\$25.99	\$ 26.51	\$ 27.04	\$ 27.58	\$28.13	\$ 28.83	\$29.55	\$30.29	\$31.05	\$31.83	\$32.78	\$33.76	\$34.78	\$35.82	\$36.89	\$38.00	\$39.14	\$40.31	\$41.52	\$42.77
Police Lieutenant	P4	\$31.59	\$ 32.22	\$ 32.86	\$ 33.52	\$34.19	\$ 35.05	\$35.92	\$36.82	\$37.74	\$38.68	\$39.84	\$41.04	\$42.27	\$43.54	\$44.84	\$46.19	\$47.58	\$49.00	\$50.47	\$51.99
Police Chief	P5	\$40.31	\$ 41.12	\$ 41.94	\$ 42.78	\$43.64	\$44.73	\$45.85	\$46.99	\$48.17	\$49.37	\$50.85	\$52.38	\$53.95	\$55.57	\$57.23	\$58.95	\$60.72	\$62.54	\$64.42	\$66.35

DRAFT

POLICE DEPARTMENT SALARY SCHEDULE

Recent Compensation Study in the area:

- Valliant Consulting Group (VCG) recommended a new structure, which aligns with industry best practices and supports our ability to attract, retain, and motivate staff.
- VCG's recommended structure includes 11-grade levels designed with consistent growth in range spreads and midpoint differentials, which results in meaningful growth in compensation to mirror in job responsibilities.

Grades	Range Spreads	Midpoint Differentials
1-4	30%	8%
5-8	40%	10%
9-11	50%	12%

- **Range Spread** – represents the difference between the minimum and maximum rates in the assigned grade. A range spread demonstrates opportunities for compensation growth within a job and supports an organization's ability to attract, retain, and develop employees within their assigned positions.
- **Midpoint differential** – represents the difference between the midpoint of a lower grade and the midpoint of the adjacent higher grade. A midpoint differential promotes opportunities for compensation growth between jobs of different scopes and enhances an organization's ability to advance employees into higher-level positions.

The new 2024 proposed structure was developed with the philosophy of matching the market. VCG in their compensation study assigned jobs to grade levels in which midpoints reflect current market rates through 2024. Additionally, the structure aligns with the New Mexico minimum wage of \$12.00 per hour. The recommended market-based structure will build confidence and credibility in our compensation program by ensuring a consistent and well-informed approach to decision-making.

The September 2024 study was conducted and prepared by Valliant Consulting Group.

Sustaining External Competitiveness:

- VCG utilized a number of salary sources in their study to ensure the proposed compensation system remained externally competitive on a local, regional and national level.
- Salary sources were utilized from published surveys and comparable employers scoped to the Truth or Consequences area.
- Accurate market pricing ensures an effective salary administration program and impacts recruitment, retention, performance management, and budget control.
- When determining market pay for each position, it is critical to consider which strategies align with your organization's compensation philosophy.

The strategies include:

- **Matching the market.** This strategy is used when an organization wants to pay in the middle of all organizations that have a similar position by matching wages reported at the 50th percentile in salary survey data.
- **Leading the market.** Organizations competing for employees with specialized skill sets in a tight labor market or organizations that want to be a high payer in the market typically select a market leader position by matching to the 75th percentile of salary survey data. Organizations with less robust total reward offerings may select this approach for administering base pay in order to have an overall market match position.
- **Lagging in the market.** Organizations with strong total reward programs, or those encountering financial difficulties, may opt for a market lag position by targeting pay rates at the 25th percentile of market data.

Operate within the constraints of the budgetary process and financial resources

Truth or Consequences Police Department's compensation system should fall within budget requirements.

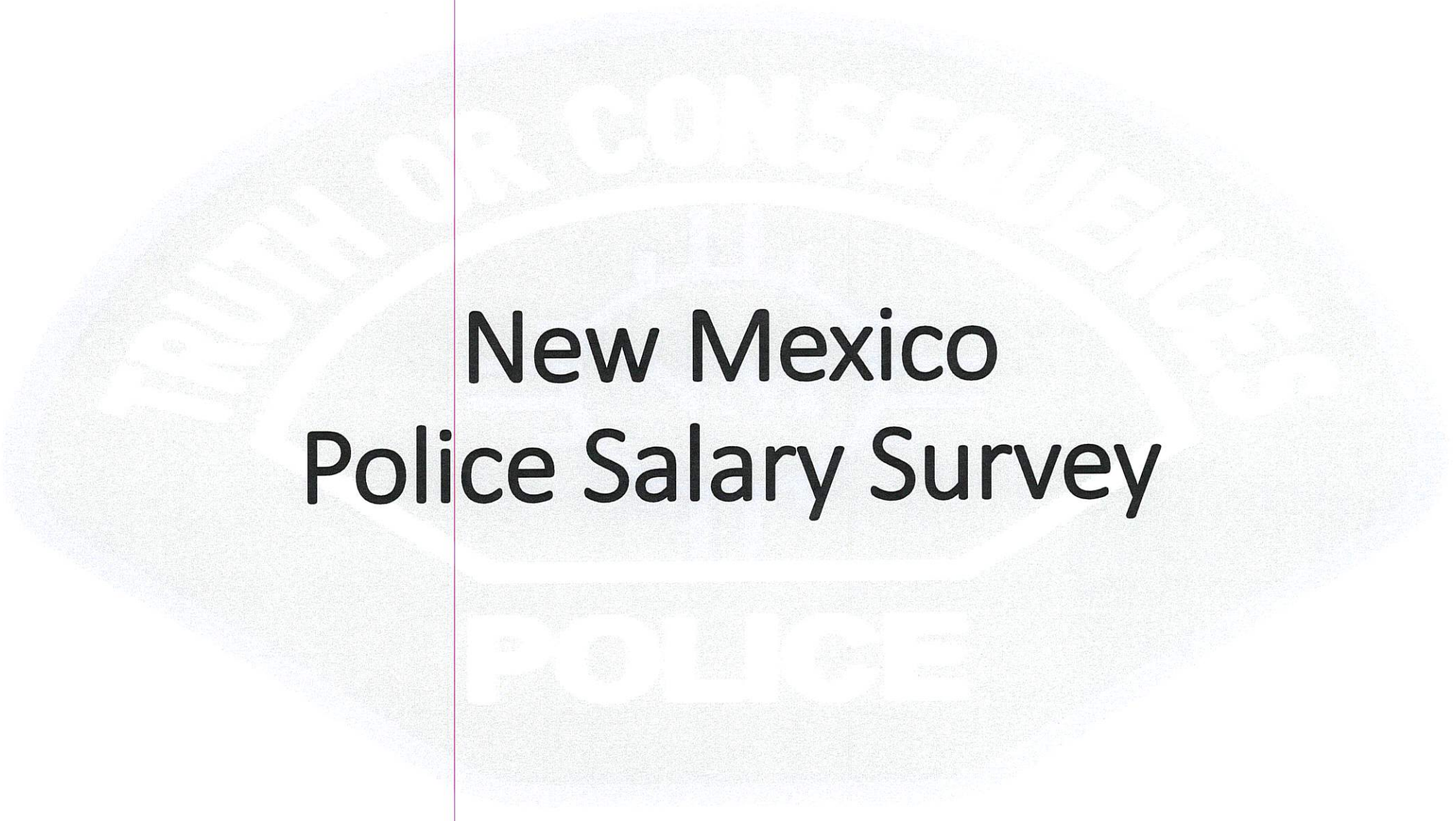
If initial changes in this system cannot be accomplished within budgetary limitations, it is suggested that a plan be developed to work toward the implementation of the total compensation system over time.

Ensuring administrative efficiency

- Overall effectiveness of the recommended compensation system depends on consistent and ongoing monitoring, including a review of the labor market to remain externally competitive and market-driven.
- Additionally, we must monitor and consistently enforce policies, procedures, and programs to maintain internal consistency in compensation administration
- The structure will support a consistent framework for daily decision-making and compensation administration.

Data sources used for market comparison:

Salary Surveys	Comparable Employers
• Bureau of Labor Statistics • CompAnalyst (Kenexa) • Department of Labor • Economic Research Institute • Non-Profit Organizations Salary Survey • O*Net • World at Work	• Catron County • City of Truth or Consequences • Doña Ana County • Grant County • Lincoln County • Luna County • Otero County • Socorro County • State of New Mexico • VCG's Internal Database, including data from comparable county governments



New Mexico Police Salary Survey

New Mexico State Police

Benefits:

- Health and Dental Insurance
- Life & Disability Insurance
- Annual Leave
- Sick Leave
- 2 Personal Days/Year
- Holiday Pay: Hourly Rate x 2.5
- Overtime opportunities

Time and Shifts:

The New Mexico State Police offers shift differential pay. Additional \$.90/hr on top of hourly rate.

Retirement:

- 25-years: 75% Salary
- 30-years: 90% Salary
- 33-years: 100% Salary
- 457(b) Plan (Deferred Compensation)

Law Enforcement and Military Incentives:

Waiver of 60 college credit hour requirement with 2+ years of military or 3 years experience as a State Certified Police Officer.

SALARY

	1	2	3	4	5	6
Years of service	<1	<2	<3	<4	<5	<6
Recruit	\$26,000					
Patrolman	\$37,000	\$38,480	\$39,826	\$41,220	\$42,663	\$44,156
Sergeant	\$49,455	\$51,928	\$54,524	\$56,160		
Lieutenant	\$62,618	\$65,749				
Captain	\$71,009					
Major	\$76,513					
Deputy Chief	\$82,442					

Silver City Police Department Now Hiring Laterals \$10,000 Sign On Bonus



- City Pays 100% Health Insurance
- 2.5% Cost of Living Increase Yearly
- Shift Differential: 6% Evenings / 8% Graveyards
- \$2,000 Yearly for AA or AS Degree
- \$3,000 Yearly for BA or BS Degree
- Quarterly Clothing Allowance of \$250 (\$1,000 Yearly)
- Department Provides 3 Uniforms Yearly

- Patrol
- Criminal Investigations
- Narcotics Unit
- Fugitive Apprehension Unit
- Criminal Enforcement Unit
- Drone Unit
- K9 Unit
- D.A.R.E.
- Crash Reconstruction

- Starting Pay
- \$25.89 (Certified)
- Lateral Pay
- 3-5 years - \$27.18
- 6-9 years \$28.48
- 10-15 years 29.77
- 16-UP years \$31.07

Contact Us: 575-538-3723
recruiting@silvercitynm.gov



- 3 Days off Every other weekend
- Take Home Units (Up to 60 Miles)
- PERA Employer Contribution of 32.5%
- 3 Hours of Physical Fitness Earned Weekly
- Longevity Pay After 3 Years
- Holiday Pay
- 2 Hours of Court Overtime Per Trial
- 80 Hours Vacation Per Year After 1 Year
- 96 Hours Sick Leave Per Year After 1 Year

SOCORRO POLICE DEPARTMENT IS HIRING!

REQUIREMENTS:

- US CITIZENSHIP
- VALID NEW MEXICO DRIVER'S LICENSE
- HIGH SCHOOL DIPLOMA OR GED
- NEVER BEEN CONVICTED OF A FELONY OR DOMESTIC BATTERY
- MUST COMPLETE NMDPS POLICE ACADEMY OR SATELLITE ACADEMY UPON HIRE

BENEFITS:

- 25 YEAR PERA RETIREMENT
- HEALTH, VISION, DENTAL AND LIFE INSURANCE
- PAID TIME OFF & SICK LEAVE
- PAID CITY HOLIDAYS
- TAKE HOME PATROL UNIT

HIRING PROCESS:

- APPLICATION / RESUME
- NM DPS PHYSICAL FITNESS TEST
- INTERVIEW BOARD
- BACKGROUND INVESTIGATION
- MEDICAL AND PSYCHOLOGICAL TESTS

BASE HOURLY WAGE / PAY:

STARTING:

\$25.55 FOR 6 MONTH PROBATION

\$26.90 AFTER PROBATION

\$27.57 CERTIFIED

Las Cruces Police Department

\$24 per hour (\$49,920 annual) during academy.*

\$26 per hour (\$54,080 annual) upon graduation during first year probation.*

*Effective Jan. 1, 2025

\$28.83 per hour after completion of one year probation.

- All duty equipment and uniforms supplied to you by the department.
- Annual equipment and uniform allowance.
- Four 10 Hour work schedule with three consecutive days off.
- Overtime and secondary employment opportunities.
- Advanced training paid for by the department.
- Specialty sections and promotional opportunities.
- Take Home Car Program
- Have your college paid for with Tuition Reimbursement Programs.
- 13 Paid Holidays Per Year
- 25 Year Retirement (P.E.R.A.): 25 years at 70%
- 96 Sick Leave Hours Per Year

- Bereavement Leave
- Excellent health care plans
- Personal Leave
- Vacation Leave
- Military Leave
- Worker's compensation

New Cadet Hiring Incentive Levels

Incentive Level	Amount
Base Level	\$11,000
Associates Degree	\$15,000
Bachelor's Degree/ 4 years Honorable Military Service/ Retirement from Military Service	\$20,000
Bachelor's Degree in Sociology, Psychology, Criminal Justice or Criminology.	\$25,000
Master's Degree in Sociology, Psychology, Criminal Justice or Criminology	\$30,000
Relocation Assistance	\$5,000

*With a three-year commitment.

Sierra County Sheriff's Office Current Pay Scale

- Code Enforcement/ACO - \$15.22
- Evidence Technician - \$19.17
- Uncertified Deputy - \$19.84
- Certified Deputy - \$24.01
- Sergeant - \$26.41
- Investigator - \$27.89
- Lieutenant - \$31.23
- Captain - \$34.98
- Health Insurance - County pays 90%, Employee pays 10%.
- PERA Retirement Municipal Plan 4 – County pays state mandatory and employee pays state mandate.
- Clothing allowance = \$600 yearly
- Retiree healthcare program.

2024 Sierra County Proposed Salary Structure

	Minimum		Midpoint		Maximum		Range Spread	Midpoint Differential
Grade	Hourly	Annual	Hourly	Annual	Hourly	Annual		
1	\$15.22	\$31,652	\$17.50	\$36,400	\$19.78	\$41,148	30%	8%
2	\$16.43	\$34,184	\$18.90	\$39,312	\$21.36	\$44,439	30%	8%
3	\$17.75	\$36,919	\$20.41	\$42,457	\$23.07	\$47,995	30%	8%
4	\$19.17	\$39,873	\$22.05	\$45,854	\$24.92	\$51,835	30%	8%
5	\$19.84	\$41,268	\$23.81	\$49,522	\$27.78	\$57,775	40%	10%
6	\$21.82	\$45,395	\$26.19	\$54,474	\$30.55	\$63,553	40%	10%
7	\$24.01	\$49,934	\$28.81	\$59,921	\$33.61	\$69,908	40%	10%
8	\$26.41	\$54,928	\$31.69	\$65,913	\$36.97	\$76,899	40%	10%
9	\$27.89	\$58,003	\$34.86	\$72,504	\$41.83	\$87,005	50%	12%
10	\$31.23	\$64,963	\$39.04	\$81,204	\$46.85	\$97,445	50%	12%
11	\$34.98	\$72,758	\$43.73	\$90,948	\$52.47	\$109,137	50%	-

Grade	1	2	3	4	5	6	7	8	9	10	11
Maximum	\$41,148	\$44,439	\$47,995	\$51,834	\$57,775	\$63,553	\$69,908	\$76,899	\$87,005	\$97,445	\$109,137
Midpoint	\$36,400	\$39,312	\$42,457	\$45,854	\$49,522	\$54,474	\$59,921	\$65,913	\$72,504	\$81,204	\$90,948
Minimum	\$31,652	\$34,184	\$36,919	\$39,873	\$41,268	\$45,395	\$49,934	\$54,928	\$58,003	\$64,963	\$72,758
	Code Enforcement and Animal Control Officer	Administrative Assistant - Assessor's Office	Accounting Clerk	Administrative Assistant - Safety/ Administration	Appraiser I	Appraiser II	Appraiser III	Accountant	Deputy Sheriff Investigator	Detention Administrator	Director of Finance and Budgets
		Administrative Assistant - DWI	Appraisal Assistant	Administrative Assistant, Senior - Holding Facility	Compliance Officer	Chief Procurement Officer	Deputy - Certified	Appraiser IV	Emergency Service Deputy Administrator	Emergency Services Administrator	Sheriff's Captain
		Administrative Assistant - Emergency Management	Assessment Assistant	Detention Sergeant	Deputy - Uncertified	Detention Lieutenant		DWI Program Supervisor	Facilities Supervisor	HR Director	
		Administrative Assistant - Roads	Detention Officer	Elections Specialist	Financial Specialist	Executive Assistant		Detention Captain	Senior Appraiser	Sheriff's Lieutenant	
		Recording Clerk	Transfer Station Operator	Equipment Operator	Multi-Property Specialist	Mechanic Foreman		GIS and Planning Specialist		Road and Landfill Director	
				Evidence Technician	Records Specialist	Public Information Specialist		Sheriff's Sergeant			
				Maintenance Worker	Road Foreman						
				Mechanic							
				Process Server							
				Treasury Assistant							
Minimum	\$15.22	\$16.43	\$17.75	\$19.17	\$19.84	\$21.82	\$24.01	\$26.41	\$27.89	\$31.23	\$34.98
Midpoint	\$17.50	\$18.90	\$20.41	\$22.05	\$23.81	\$26.19	\$28.81	\$31.69	\$34.86	\$39.04	\$43.73
Maximum	\$19.78	\$21.36	\$23.07	\$24.92	\$27.78	\$30.55	\$33.61	\$36.97	\$41.83	\$46.85	\$52.47

SHERIFF	Animal Control Officer	Code Enforcement and Animal Control Officer	Non-Exempt	1	\$31,652	\$36,400	\$41,148	
SHERIFF	Evidence Technician	Evidence Technician	Non-Exempt	4	\$39,873	\$45,854	\$51,835	
SHERIFF	Process Server	Process Server	Non-Exempt	4	\$39,873	\$45,854	\$51,835	
SHERIFF	Deputy - Uncertified	Deputy - Uncertified	Non-Exempt	5	\$41,268	\$49,522	\$57,775	
SHERIFF	Records Specialist	Records Specialist	Non-Exempt	5	\$41,268	\$49,522	\$57,775	
SHERIFF	Communication Specialist	Public Information Specialist	Non-Exempt	6	\$45,395	\$54,474	\$63,553	
SHERIFF	Deputy - Certified	Deputy - Certified	Non-Exempt	7	\$49,934	\$59,921	\$69,908	
SHERIFF	Sergeant	Sergeant	Non-Exempt	8	\$54,928	\$65,913	\$76,899	
SHERIFF	Deputy Sheriff Investigator	Deputy Sheriff Investigator	Non-Exempt	9	\$58,003	\$72,504	\$87,005	
SHERIFF	Lieutenant	Sheriff's Lieutenant	Exempt	10	\$64,963	\$81,204	\$97,445	
SHERIFF	Captain	Captain	Exempt	11	\$72,758	\$90,948	\$109,137	

I would ask to implement the recommendations made by VCG, to support TCPD's external competitiveness.

The following table outlines the number of employees at TCPD in each job category paid above, below, or within the new salary structure:

	Exempt	Non-exempt	Total
Above Max	0	0	0
Below Minimum	0	12	12
Within Range	1	7	8
Total	1	19	20

TCPD Current Pay Scale:

- Administrative Assistant - \$14.76
- Evidence Technician - \$16.75
- Uncertified Officer - \$17.59
- Certified Officer - \$22.45
- Police Sergeant - \$25.99
- Detective - \$25.99
- Police Lieutenant - \$32.86
- Take-home vehicle policy
- 25-year PERA retirement plan
- 80% Healthcare insurance paid
- Rotating shifts w/every other weekend off.
- Many Training opportunities
- Sign-on bonus contingent upon funding availability.

Proposed Pay Scale

- Administrative Assistant - \$16.43 (\$1.67/hr. increase or 11.31% raise)
- Evidence Technician - \$19.17 (\$2.42/hr. increase or 14.45% raise)
- Uncertified Officer - \$19.51 (\$1.92/hr. increase or 10.92% raise)
- Certified Officer - \$24.91 (\$2.46/hr. increase or 10.96% raise)
- Detective retitle to Detective Sergeant - \$28.83 (\$2.84/hr. increase or 10.93%)
- Police Sergeant - \$28.83 (\$2.84/hr. increase or 10.93% raise)
- Police Lieutenant - \$35.05 (\$2.19/hr. increase or 6.66% raise)

Proposed Pay Scale cont....

- 2% increase for advanced certifications (400 hours of advanced training, non-probationary status).
- 2% increase for First-line Supervisor certification (500 hours of advanced training, one year as corporal or sergeant, and completion of first-line supervisor course).
- 2% increase for Command level certification (700 hours of advanced training, one year as a lieutenant, and 100 hours of management training).
- 2% increase for Executive level certification (800 hours of advanced training, one year in a command level rank).
- 2% increase per higher education degree (2% Associate, 2% Bachelor's, 2% Masters, 2% Doctorate) for a total possible 8% increase max.
- 2% shift differential for graveyard shift (2200 – 0600).

Cost to implement new structure:

The following figures represent the cost of increasing the salaries of all employees at TCPD to meet the grade minimums of the new structure. Totals represent the expense to increase base salary and do not include fringe costs, such as benefits or taxes.

	Cost
Cost to finish out FY24 Budget	\$40,002.72
Annual Cost	\$77,106.64

The annualized percentage increase to pay the 20 employees at TCPD the new minimum is approximately 7.97% of the payroll.

QUESTIONS?



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: F.2

SUBJECT: Acknowledge Regular Library Advisory Board Minutes, January 27, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 7, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge minutes.

Recommendation:

Acknowledge minutes.

Attachments:

- Board Minutes
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-12-25

Minutes of the Library Advisory Board Meeting, Monday, January 27, 2025

The meeting was called to order at 5:30 p.m. by Chairman Angie Torres. A quorum being present, it was decided that the meeting should proceed.

Present were: Chairman Angie Torres, Vice Chairman Michael Bankson, Board members Brendan Tolley and Priscilla Spitler, and Library Director Pat O'Hanlon. The agenda for the meeting was approved; the motion to approve was made by Brendan Tolley and seconded by Mike Bankson. The minutes of the last regular meeting were approved as read, motion to approve made by Mike Bankson, and seconded by Brendan Tolley. The affirmative votes on both motions were unanimous.

COMMENTS FROM THE PUBLIC: None

REPORTS:

- Board members: Priscilla is still working on our two dormant organizations. City Attorney Jay Ruben had suggested asking Edward Jones for help with that. Brendan offered to ask Donna about it.
- Library Foundation: The current value as shown on the December 31, 2024, statement is \$26,417.80.
- Director's report: The new branch is now open from 10:30 a.m. to 3:00 p.m., Monday through Friday.

OLD/UNFINISHED BUSINESS:

- None.

NEW BUSINESS:

- The Board voted to ask the City Commission to approve our recommendation for the appointment of Kathleen Martinez to fill the present board vacancy. The motion was made by Brendan Tolley and seconded by Mike Bankson. The motion carried unanimously.

There being no further business to come before the Board, the motion to adjourn was made by Brendan Tolley and seconded by Angie Torres. The motion was approved unanimously, and the meeting was adjourned at 5:50 p.m. The Board's next regular meeting is scheduled for Monday, April 28, 2025.

Respectfully submitted,

Angela D. Torres, Chairman
Pat O'Hanlon, Library Director



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: F.3

SUBJECT: January 2025 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: February 3, 2025
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for January 2025

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 2, 191,710.86

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 2-12-2025

Accounts Payable Transfer Sheet - 2024 - 2025 FY
Post Date Ending: 1/6, 1/10, 1/13, 1/16, 1/24, 1/27, 1/31

Fund	Fund Description	Fund Totals							GRAND TOTAL TRANSFERS	Fund Numbers
		1/6/2025	1/10/2025	1/13/2025	1/16/2025	1/24/2025	1/27/2025	1/31/2025		
101	General	\$21,317.50	\$43,434.77		\$54,752.01	\$24,489.73	\$41,402.96	\$83,903.15	\$269,300.12	101
201	Local Government Corrections		\$2,970.00						\$2,970.00	201
209	State Fire		\$1,283.97		\$725.66	\$675.62		\$1,352.84	\$4,038.09	209
211	Law Enforcement Protection		\$2,213.63		\$1,020.11			\$2,661.82	\$5,895.56	211
214	Lodger's Tax		\$1,875.26		\$22,346.90			\$7,155.21	\$31,377.37	214
216	Street Renovation		\$2,340.95		\$8,261.18	\$411.75		\$1,283.92	\$12,297.80	216
217	Municipal Recreation								\$0.00	217
260	Fiscal Recovery Funds		\$1,444.80					\$963.20	\$2,408.00	260
294	State Library		\$220.68			\$417.29		\$2,615.05	\$3,253.02	294
295	Municipal Pool		\$463.69		\$40.10	\$48.82		\$1,389.54	\$1,942.15	295
296	PD-GRT Fund		\$606.12		\$8,296.41	\$3,200.00		\$666.98	\$12,769.51	296
298	PD-Donations		\$4,800.00						\$4,800.00	298
299	Special Revenue Funds		\$11,968.96						\$11,968.96	299
302	Electrical Construction								\$0.00	302
303	Veterans Memorial					\$236.12			\$236.12	303
304	SJOA - Grants								\$0.00	304
305	Capital Improvement General								\$0.00	305
306	Capitl 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				\$923,221.89				\$923,221.89	312
313	R&R-Water								\$0.00	313
314	CDBG - Grant								\$0.00	314
315	CI Reserve- Non Capital Equipment				\$27,582.94				\$27,582.94	315
316	Emergency Reserve								\$0.00	316
320	USDA Water System Improvements								\$0.00	320
321	Water System Improvements								\$0.00	321
360	NMFA Projects								\$0.00	360
370	Water Trust Board Projects	\$7,993.18							\$7,993.18	370
380	Community Development				\$1,606.25	\$7,785.00			\$9,391.25	380
403	Pledge State Tax			\$44.42				\$45,707.64	\$45,752.06	403
501	Cemetery					\$154.05		\$1,000.00	\$1,154.05	501
502	Utility Office		\$1,180.33		\$687.78	\$667.93		\$909.64	\$3,445.68	502
503	Electric Dept		\$284,231.24		\$85,302.32	\$174,677.29		\$8,177.68	\$552,388.53	503
504	Water Dept		\$17,916.74		\$1,533.37	\$5,615.82		\$12,058.34	\$37,124.27	504
505	Solid Waste		\$55,459.29		\$15,301.83	\$39,646.10		\$14,245.15	\$124,652.37	505
506	WasteWater		\$20,033.80		\$4,831.43	\$25,132.86		\$14,012.45	\$64,010.54	506
507	Solid Waste Landfill/Collection								\$0.00	507
508	Golf Course		\$306.64		\$1,171.21	\$1,559.75		\$1,192.12	\$4,229.72	508
509	Municipal Airport		\$21,105.35		\$1,402.44	\$524.26		\$124.32	\$23,156.37	509
600	Internal Service Fund		\$19.73		\$89.99	\$73.23		\$4,168.36	\$4,351.31	600
	Grand Total-Accounts Payable	\$29,310.68	\$473,875.95	\$44.42	\$1,158,173.82	\$285,315.62	\$41,402.96	\$203,587.41	\$2,191,710.86	



Truth or Consequences

AP EOM REPORT JAN 2025

By Fund

Payment Dates 1/1/2025 - 1/31/2025

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					
WILSON & COMPANY INC ENG...	133017	01/06/2025	TROUBLESHOOT PRESSURE IS...	101-1010-48598	21,317.50
REBECCA SPEAKES	01022025	01/10/2025	HEALING WATERS PLAZA EVE...	101-1099-34348	25.00
MORRIS APPRAISAL SERVICE I...	01062025	01/10/2025	297 W THIRD STREET MARKET...	101-1010-48598	3,245.63
SOUTHWEST AUTOMOTIVE	1022025	01/10/2025	REPROGRAMMED TRUCK KEYS...	101-1012-47420	400.00
MIKE TORRES DBA CD TECHN...	1043	01/10/2025	IT SERVICE GENERAL FUND OP...	101-1018-48598	7,389.68
POLICARPIO V BUSTAMANTE ...	112.24	01/10/2025	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
BANK OF AMERICA	12062024	01/10/2025	OFFICE SUPPLIES/DECORATIO...	101-1010-44606	221.85
CITY UTILITIES	12202024	01/10/2025	GENERAL FUND CYCLE C&D O...	101-1018-43780	7,205.42
JAIME F RUBIN LLC	12302024	01/10/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	3,250.73
BANK OF AMERICA	1566252	01/10/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	199.37
O'REILLY AUTO PARTS INC	2162-171523	01/10/2025	BELT TENSIONER	101-1012-47420	46.78
O'REILLY AUTO PARTS INC	2162-171523	01/10/2025	SERPENTINE BELT	101-1012-47420	33.26
O'REILLY AUTO PARTS INC	2162-171523	01/10/2025	IDLER PULLEY	101-1012-47420	20.54
BANK OF AMERICA	228, 4453, 12102024, 12112...	01/10/2025	MEALS FOR JOCELYN HOLGUIN	101-1004-42310	81.38
BANK OF AMERICA	228, 4453, 12102024, 12112...	01/10/2025	LODGING FOR JOCELYN HOLG...	101-1004-42310	333.00
NEW MEXICO GAS COMPANY ...	25-NOV-2024, 26-DEC-2024	01/10/2025	NM WORKFORCE CONNECTI...	101-1018-43780	169.21
NEW MEXICO GAS COMPANY ...	25-NOV-2024, 26-DEC-2024	01/10/2025	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	171.71
NEW MEXICO GAS COMPANY ...	25-NOV-2024, 26-DEC-2024	01/10/2025	GENERAL OPEN PO FY24/25	101-1018-43780	3,586.82
QUEST DIAGNOSTICS INC	3213230984	01/10/2025	SCREENING & MRO FEE FY 24-...	101-1004-48599	173.10
DOCUMENT SOLUTION INC	353131	01/10/2025	CITY CLERK OFFICE SHARP OV...	101-1001-43465	637.47
DOCUMENT SOLUTION INC	353131	01/10/2025	CITY MANAGER OFFIC SHARP ...	101-1003-43465	326.29
DOCUMENT SOLUTION INC	353131	01/10/2025	FINANCE OFFICE SHARP OVER...	101-1004-43465	478.39
DOCUMENT SOLUTION INC	353131	01/10/2025	POLICE DEPT SHARP OVERAGE...	101-1007-43465	147.16
DOCUMENT SOLUTION INC	353131	01/10/2025	PARKS DEPT SHARP OVERAGE...	101-1009-43465	0.91
DOCUMENT SOLUTION INC	353131	01/10/2025	FACILITY MANAGEMENT SHA...	101-1014-43465	14.72
JESSICA MULLER DBA FREED...	4325813	01/10/2025	WINDSHEILD FOR 20951-G CH...	101-1007-47420	350.00
TRANS UNION RISK & ALTERN...	485949-202412-1	01/10/2025	TLO SERVICES FOR PD FOR FY ...	101-1007-43815	110.00
PATTILLO BROWN & HILL LLP	494124	01/10/2025	ANNUAL AUDIT FY 2023-24	101-1018-48596	2,583.00
VERIZON WIRELESS	6101194287	01/10/2025	CITY CLERK OPEN PO FY24/25	101-1001-43775	277.98
VERIZON WIRELESS	6101194287	01/10/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	258.62
VERIZON WIRELESS	6101194287	01/10/2025	FINANCE OPEN PO FY24/25	101-1004-43775	252.63
VERIZON WIRELESS	6101194287	01/10/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.64
VERIZON WIRELESS	6101194287	01/10/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43775	1,909.65
VERIZON WIRELESS	6101194287	01/10/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	124.77
VERIZON WIRELESS	6101194287	01/10/2025	PARKS DEPT OPEN PO FY24/25	101-1009-43775	145.11
VERIZON WIRELESS	6101194287	01/10/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	67.44
VERIZON WIRELESS	6101194287	01/10/2025	STREETS DEPT OPEN PO FY24/...	101-1011-43775	152.52
VERIZON WIRELESS	6101194287	01/10/2025	FLEET DEPT OPEN PO FY24/25	101-1012-43775	185.80
VERIZON WIRELESS	6101194287	01/10/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	122.96
VERIZON WIRELESS	6102052619	01/10/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43775	206.00
VERIZON WIRELESS	6102052619	01/10/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	164.80
MPG SERVICES LLC	8943	01/10/2025	REPAIR HEATER AT THE ANIM...	101-1014-43403	1,542.66
ARENAS VALLEY ANIMAL CLIN...	96454	01/10/2025	VET SERVICES	101-1006-48598	241.35
ARENAS VALLEY ANIMAL CLIN...	96682	01/10/2025	VET SERVICES	101-1006-48598	529.01
ARENAS VALLEY ANIMAL CLIN...	97037	01/10/2025	VET SERVICES	101-1006-48598	171.70
BANK OF AMERICA	FS84464FF-0001	01/10/2025	ONXHUNT ONE YEAR SUBSCRI...	101-1008-43770	37.92

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Payment Dates: 1/1/2025 - 1/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LASTING PAWS PET MEMORIA...	LC10391-I-0058	01/10/2025	ANIMAL CREMATION	101-1006-48598	1,473.10
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1003-41226	115.38
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1004-41226	380.11
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1007-41226	1,311.88
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1009-41226	99.43
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1011-41226	210.98
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1012-41226	195.57
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1014-41226	214.30
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	101-1016-41226	212.08
TEXAS NEW MEXICO NEWSPA...	0006833831	01/16/2025	ADVERTISEMENT FOR CITY MA...	101-1000-43740	1,180.00
KLARISSA DAVIS	01132025	01/16/2025	CIVIC CENTER EVENT DEPOSIT...	101-1099-34348	250.00
ELLISHIA D BIERNER DBA SIER...	04621247	01/16/2025	VEHICLE REPAIR FOR PD UNIT...	101-1007-47420	3,104.19
SIERRA JOINT OFFICE ON AGI...	1/10/2025	01/16/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	8,750.00
MATTHEW 25 FOOD PANTRY ...	1/6/2025	01/16/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	1,712.50
DOMESTIC ABUSE INTERVENT...	1/6/2025	01/16/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	500.00
WEX BANK	101927502-CO	01/16/2025	FUEL USAGE FOR ACO/CODES ...	101-1008-43316	637.58
WEX BANK	101927502-FINANCE	01/16/2025	OPEN PO FOR WEEX FUEL	101-1004-43316	28.15
WEX BANK	101927502-FM	01/16/2025	WEX BANK FUEL CARD OPEN P...	101-1014-43316	759.74
WEX BANK	101927502-PD	01/16/2025	FUEL USAGE FOR PD UNITS F...	101-1007-43316	7,921.83
SAFETY FLARE INC	1097 1099 1096 1095 1091 10...	01/16/2025	FIRE EXTINGUISHER INSPECTI...	101-1014-43403	7,050.14
NM BOARD OF VETERINARY ...	12/2024	01/16/2025	TARA MANNING EUTHANASIA...	101-1006-42720	200.00
COPPLER LAW FIRM PC	12953	01/16/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	108.19
WILSON & COMPANY INC ENG...	133160	01/16/2025	ON CALL GRANT MANAGEME...	101-1010-48598	9,323.55
SUN VALLEY INC	178207/6 178244/6 178395/6...	01/16/2025	OPEN P.O. FOR DECEMBER FIE...	101-1014-44607	148.67
SUN VALLEY INC	1782925/6 178334/6 178427/...	01/16/2025	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	481.18
REVIZE LLC	20028	01/16/2025	CITY WEBSITE RE-DESIGN AN...	101-1001-43770	3,980.00
OREILLY AUTO PARTS INC	2162-172330	01/16/2025	OPEN PO	101-1012-44607	27.97
LEADERSHIP NEW MEXICO	279, 281	01/16/2025	REGISTRATION LOCAL GOV LE...	101-1007-42720	500.00
THE LINE LLC	2899	01/16/2025	MISC. UNIFORM ITEMS FOR O...	101-1008-44615	54.89
CIVICPLUS LLC	325550	01/16/2025	ONLINE HOSTING; ADMIN SU...	101-1001-43740	1,452.50
CIVICPLUS LLC	327962	01/16/2025	ONLINE HOSTING; ADMIN SU...	101-1001-43740	472.50
OFFICE DEPOT	402229566001	01/16/2025	OFFICE SUPPLIES FOR PD	101-1007-44606	157.41
SIERRA VISTA HOSPITAL SIERR...	41000174	01/16/2025	COLLECTION DRUG TEST FEE ...	101-1004-48599	75.00
QUILL CORPORATION	42133699	01/16/2025	VARIOUS OFFICE SUPPLIES	101-1010-44606	199.77
QUILL CORPORATION	42135669	01/16/2025	VARIOUS OFFICE SUPPLIES	101-1010-44606	46.34
QUILL CORPORATION	42144338	01/16/2025	VARIOUS OFFICE SUPPLIES	101-1010-44606	129.25
QUILL CORPORATION	42152002	01/16/2025	VARIOUS OFFICE SUPPLIES	101-1010-44606	76.15
SIERRA AUTO PARTS	6016-331095	01/16/2025	WIPER BLADES	101-1009-47420	18.54
SIERRA AUTO PARTS	6016-331095	01/16/2025	AIR FILTER	101-1009-47420	15.79
SIERRA AUTO PARTS	6016-331098	01/16/2025	.035 2 FLUX WIRE	101-1009-44607	27.01
SIERRA AUTO PARTS	6016-331783	01/16/2025	AIR FILTER FOR 01905-G	101-1009-47420	11.98
TALON SEPTIC & POTTY SERVI...	12058	01/16/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,000.00
TALON SEPTIC & POTTY SERVI...	12059	01/16/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,000.00
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1003-41226	115.38
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1004-41226	380.11
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1007-41226	1,309.19
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1009-41226	99.43
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1011-41226	245.71
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1012-41226	155.71
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1014-41226	214.30

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	101-1016-41226	212.40
TONY'S MEXICAN RESTAURANT	01212025	01/23/2025	CIVIC CENTER 1/18/2025 REN...	101-1099-34348	600.00
TDS	01/18/2025	01/24/2025	GENERAL OPEN PO FY24/25	101-1018-43780	3,960.91
CITY UTILITIES	01132025, 01062025	01/24/2025	GENERAL FUND CYCLE A&B O...	101-1018-43780	4,938.65
CITY UTILITIES	01142025	01/24/2025	GENERAL FUND OPEN PO FY2...	101-1018-43780	264.60
WINDSTREAM CORPORATION	01152025	01/24/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	90.33
RY CONSTRUCTION LLC	01212025	01/24/2025	DEPOSIT REFUND FOR 1/10/2...	101-1099-34348	50.00
XEROX CORP OLD	022793384	01/24/2025	POLICE XEROX EQUIPMENT C...	101-1007-43465	216.81
XEROX CORP OLD	022793387	01/24/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
XEROX CORP OLD	022793390	01/24/2025	FLEET XEROX EQUIPMENT ON...	101-1012-43465	64.69
WEX BANK	101927502-FLT	01/24/2025	FUEL OPEN PO FOR FY 2024 - ...	101-1012-43316	178.36
TURTLEBACK PEST CONTROL I...	105382	01/24/2025	TURTLEBACK PEST CONTROL S...	101-1014-43403	1,074.00
ALBUQUERQUE PUBLISHING ...	151830, 151950	01/24/2025	ADVERTISEMENT FOR CITY MA...	101-1000-43740	1,070.56
ALBUQUERQUE PUBLISHING ...	151830, 151950	01/24/2025	LEGAL AD POLICE INTERIOR R...	101-1004-43740	89.18
STANTEC CONSULTING SERVI...	2328377	01/24/2025	726 VAN PATTEN DEVELOPM...	101-1010-48598	5,661.07
STANTEC CONSULTING SERVI...	2330262	01/24/2025	DEVELOPMENT REVIEW LOVES...	101-1010-48598	851.64
UNIFIRST HOLDINGS INC DBA ...	2880214175	01/24/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	43.08
SIERRA COUNTY SENTINEL	3340	01/24/2025	HELP WANTED ADS - FY24-25 - ..	101-1004-43740	386.08
SIERRA COUNTY SENTINEL	3356	01/24/2025	FY 24/25 PUBLICATIONS	101-1001-43740	150.12
SIERRA COUNTY SENTINEL	3357	01/24/2025	LEGAL AD REMODEL POLICE D...	101-1004-43740	68.06
BELSON OUTDOORS LLC	356719-1	01/24/2025	SHIPPING	101-1009-44607	719.34
ALARM CONTROL TECHNOLOG...	36865, 36864	01/24/2025	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
SILVERSKY INC	518822-SI	01/24/2025	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,821.61
STAPLES CONTRACT & COMM...	6021342430	01/24/2025	BACK-UPS 8 OUTLETS	101-1004-44606	166.09
XEROX CORP	6667846	01/24/2025	CLERKS OFFICE OPEN PO FY24...	101-1001-43465	244.11
XEROX CORP	6667846	01/24/2025	CITY MANAGER OPEN PO FY2...	101-1003-43465	352.75
XEROX CORP	6667846	01/24/2025	FINANCE OFFICE OPEN PO FY...	101-1004-43465	292.93
XEROX CORP	6667846	01/24/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43465	585.86
XEROX CORP	6667846	01/24/2025	PARKS DEPT OPEN PO FY24/25	101-1009-43465	244.11
XEROX CORP	6667846	01/24/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	73.23
WILLIAM I BUHLER	1/24/2025	01/27/2025	FISH POND WATER RIGHTS FY ...	101-1009-43770	250.00
SIERRA AUTO PARTS	331925, 331484, 331103, 331...	01/27/2025	OPEN PO FOR SERVICE CENTER	101-1012-44607	553.11
SIERRA VISTA HOSPITAL SIERR...	JAN2025	01/27/2025	GRT DISTRIBUTION FY 2024 - ...	101-1017-48599	39,614.36
SIERRA VISTA HOSPITAL SIERR...	OCT CORRECTION	01/27/2025	GRT DISTRIBUTION FY 2024 - ...	101-1017-48599	985.49
CITY UTILITIES	01/23/2025 and 01/30/2025	01/31/2025	GENERAL FUND CYCLE C&D O...	101-1018-43780	9,511.98
SCRDA	01162025	01/31/2025	SCRDA BILL FOR FY 24-25	101-1007-48599	45,568.25
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	GENERAL OPEN PO FY24/25	101-1018-43780	3,727.71
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	266.35
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	NM WORKFORCE CONNECTI...	101-1018-43780	218.59
TYLER BUSINESS FORMS	100510	01/31/2025	NEC6103E100 1099-NEC 4 PA...	101-1004-44606	304.50
TYLER BUSINESS FORMS	100510	01/31/2025	SHIPPING	101-1004-44606	184.82
TYLER BUSINESS FORMS	100617	01/31/2025	7777-2 2UP 1095 ENVELOPE - ...	101-1004-44606	108.00
TYLER BUSINESS FORMS	100617	01/31/2025	1095CIRS-1095CA 1095-C IRS ...	101-1004-44606	93.92
TYLER BUSINESS FORMS	100617	01/31/2025	51005 1096 TRANSMITTAL -5 ...	101-1004-44606	7.86
TYLER BUSINESS FORMS	100617	01/31/2025	511025 1099-MISC FEDERAL ...	101-1004-44606	22.39
TYLER BUSINESS FORMS	100617	01/31/2025	5252-3UP 1099-MISC ENVELO...	101-1004-44606	30.50
TYLER BUSINESS FORMS	100617	01/31/2025	9999-2 4-UP ENVELOPE -SELF ...	101-1004-44606	52.50
TYLER BUSINESS FORMS	100617	01/31/2025	520925 BLANK 4-UP W - 2 WI...	101-1004-44606	179.12
TYLER BUSINESS FORMS	100617	01/31/2025	1095C EMPLOYEE COPY - 50 P...	101-1004-44606	93.92
POLICARPIO V BUSTAMANTE ...	101.25	01/31/2025	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
KAUFMANS WEST LLC	10442L	01/31/2025	UNIFORM ITEMS FOR OFFICERS	101-1008-44615	300.00
AMAZON CAPITAL SERVICES I...	11C7-1XQQ-CCGR	01/31/2025	ANIMAL SHELTER OFFICE SUP...	101-1006-44606	76.69
BANK OF AMERICA	1621201	01/31/2025	BACKGROUND CHECKS - NH A...	101-1004-48599	427.47
AMAZON CAPITAL SERVICES I...	16GJ-CJRL-MX3H	01/31/2025	AMAZON OFFICE SUPPLIES	101-1004-44606	294.66
AMAZON CAPITAL SERVICES I...	1CLR-3JL4-H4JD	01/31/2025	AMAZON OFFICE SUPPLIES	101-1004-44606	273.40
AMAZON CAPITAL SERVICES I...	1D6G-1CDD-67C3	01/31/2025	EVIDENCE LOCKER SUPPLIES &...	101-1007-44606	54.76
AMAZON CAPITAL SERVICES I...	1K7T-HLWT-C6MM	01/31/2025	LEVELING KIT FOR 2021 SILVE...	101-1007-47420	38.95
COMPANION ANIMAL ACTION...	2 QTR	01/31/2025	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	375.00
STANTEC CONSULTING SERVI...	2345214	01/31/2025	EVALUATION & DEVELOPMEN...	101-1010-48598	4,148.41
STANTEC CONSULTING SERVI...	2345216	01/31/2025	DEVELOPMENT REVIEW LOVES...	101-1010-48598	1,862.37

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANK OF AMERICA	250113-HZ-01028	01/31/2025	NEW MEXICO CRIMINAL & TR...	101-1007-44606	258.81
THE LINE LLC	2908	01/31/2025	MISC. UNIFORM ITEMS FOR O...	101-1008-44615	123.54
THE LINE LLC	2909	01/31/2025	MISC. UNIFORM ITEMS FOR O...	101-1008-44615	48.15
THE LINE LLC	2910	01/31/2025	MISC. UNIFORM ITEMS FOR O...	101-1008-44615	2.92
BANK OF AMERICA	2982228504	01/31/2025	ANNUAL SUBSCRIPTION FOR ...	101-1010-44606	259.97
BANK OF AMERICA	2984737783	01/31/2025	ANNUAL SUBSCRIPTION FOR ...	101-1004-43815	259.97
BANK OF AMERICA	2992149748	01/31/2025	ANNUAL SUBSCRIPTION FOR ...	101-1004-43815	259.97
DOCUMENT SOLUTION INC	356214	01/31/2025	CITY CLERK OFFICE SHARP OV...	101-1001-43465	587.72
DOCUMENT SOLUTION INC	356214	01/31/2025	CITY MANAGER OFFIC SHARP ...	101-1003-43465	343.17
DOCUMENT SOLUTION INC	356214	01/31/2025	FINANCE OFFICE SHARP OVER...	101-1004-43465	365.45
DOCUMENT SOLUTION INC	356214	01/31/2025	POLICE DEPT SHARP OVERAGE...	101-1007-43465	161.28
DOCUMENT SOLUTION INC	356214	01/31/2025	PARKS DEPT SHARP OVERAGE...	101-1009-43465	0.68
DOCUMENT SOLUTION INC	356214	01/31/2025	FACILITY MANAGEMENT SHA...	101-1014-43465	15.06
NU WAY LAUNDRY & CLEAN...	39965	01/31/2025	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
ARMIJOS CASA BONITA	45667	01/31/2025	REPLACE DOUBLE DOOR AT P...	101-1014-43403	4,064.06
VERIZON WIRELESS	6103636801	01/31/2025	CITY CLERK OPEN PO FY24/25	101-1001-43775	260.22
VERIZON WIRELESS	6103636801	01/31/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	249.72
VERIZON WIRELESS	6103636801	01/31/2025	FINANCE OPEN PO FY24/25	101-1004-43775	252.92
VERIZON WIRELESS	6103636801	01/31/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.69
VERIZON WIRELESS	6103636801	01/31/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43775	1,424.56
VERIZON WIRELESS	6103636801	01/31/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	106.87
VERIZON WIRELESS	6103636801	01/31/2025	PARKS DEPT OPEN PO FY24/25	101-1009-43775	136.09
VERIZON WIRELESS	6103636801	01/31/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	49.48
VERIZON WIRELESS	6103636801	01/31/2025	STREETS DEPT OPEN PO FY24/...	101-1011-43775	152.55
VERIZON WIRELESS	6103636801	01/31/2025	FLEET DEPT OPEN PO FY24/25	101-1012-43775	185.95
VERIZON WIRELESS	6103636801	01/31/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	114.20
BANK OF AMERICA	79377672565940686678	01/31/2025	OFFICE SUPPLIES	101-1006-44606	64.48
BANK OF AMERICA	79377672565940686678	01/31/2025	SHELTER SUPPLIES	101-1006-44607	27.89
MPG SERVICES LLC	9025	01/31/2025	WARRANTY REPLACEMENT P...	101-1014-43403	154.43
CRUCES TROPHY & AWARDS C...	91509	01/31/2025	NAME PLAGUES FOR COMMIS...	101-1000-44606	81.25
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1003-41226	48.86
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1004-41226	380.11
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1007-41226	1,256.89
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1009-41226	80.54
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1011-41226	304.32
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1012-41226	155.71
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1014-41226	214.30
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	101-1016-41226	212.40
RJ BORDER INTERNATIONAL	R400033836.01	01/31/2025	VEHICLE REPAIRS FOR OFC GI...	101-1007-47420	997.49
RJ BORDER INTERNATIONAL	X400119011.01	01/31/2025	DISPOSABLE GLOVES XL/L	101-1012-44607	291.30

Fund 101 - General Total: 269,300.12

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	01012025	01/10/2025	HOLD OF PRISONERS FY 24-25	201-1903-48710	2,970.00
Fund 201 - Corrections Total:					2,970.00

Fund: 209 - Fire

CITY UTILITIES	12202024	01/10/2025	FIRE DEPT CYCLE C&D OPEN P...	209-1603-43780	258.88
NEW MEXICO GAS COMPANY ...	25-NOV-2024 , 26-DEC-2024	01/10/2025	FIRE SOUTH STATION OPEN P...	209-1603-43780	332.91
NEW MEXICO GAS COMPANY ...	25-NOV-2024 , 26-DEC-2024	01/10/2025	FIRE STATION OPEN PO FY24/...	209-1603-43780	488.78
DOCUMENT SOLUTION INC	353131	01/10/2025	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	20.44
VERIZON WIRELESS	6101194287	01/10/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43775	182.96
XEROX CORP OLD	022764447	01/16/2025	FIRE XEROX EQUIPMENT CON...	209-1603-43465	254.23
LYNNS LANDSCAPE	2008	01/16/2025	OPEN PO FOR MONTHLY CLE...	209-1603-47415	471.43
CITY UTILITIES	01132025, 01062025	01/24/2025	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	305.51
WINDSTREAM CORPORATION	01152025	01/24/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43775	126.00
XEROX CORP	6667846	01/24/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43465	244.11

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	01/23/2025 and 01/30/2025	01/31/2025	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	174.94
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	FIRE SOUTH STATION OPEN P...	209-1603-43780	415.89
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	FIRE STATION OPEN PO FY24/...	209-1603-43780	626.07
DOCUMENT SOLUTION INC	356214	01/31/2025	FIRE DEPT SHARP OVERAGE O...	209-1603-43465	6.92
VERIZON WIRELESS	6103636801	01/31/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43775	129.02
Fund 209 - Fire Total:					4,038.09

Fund: 211 - Law Enforce Prot

AMAZON CAPITAL SERVICES I...	1VG9-TQYC-HKRT	01/10/2025	LAB COAT FOR EVIDENCE COL...	211-2003-44573	20.93
THE LINE LLC	2881	01/10/2025	JACKETS FOR OFFICERS	211-2003-44573	395.80
BANK OF AMERICA	3645788 , 3638179 , 3638177	01/10/2025	LODGING FOR NM LAW ENFO...	211-2003-42535	1,142.10
BANK OF AMERICA	72972270155677	01/10/2025	LODGING FOR INVESTIGATIVE...	211-2003-42535	654.80
LEADERSHIP NEW MEXICO	279, 281	01/16/2025	REGISTRATION LOCAL GOV LE...	211-2003-42535	500.00
THE LINE LLC	2883	01/16/2025	UNIFORM GEAR & EQUIPMENT	211-2003-44573	212.00
THE LINE LLC	2899	01/16/2025	MISC. UNIFORM ITEMS FOR O...	211-2003-44573	308.11
KAUFMANS WEST LLC	10442L	01/31/2025	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	308.40
BANK OF AMERICA	12302024	01/31/2025	FOOTWEAR FOR OFFICER	211-2003-44615	219.98
AMAZON CAPITAL SERVICES I...	1WDG-PLR9-9GV1	01/31/2025	MISC. UNIFORM ACCESSORIES...	211-2003-44573	150.98
THE LINE LLC	2882	01/31/2025	UNIFORM ITEMS & FIREARMS...	211-2003-44573	14.97
THE LINE LLC	2882	01/31/2025	UNIFORM ITEMS & FIREARMS...	211-2003-80810	80.35
THE LINE LLC	2908	01/31/2025	MISC. UNIFORM ITEMS FOR O...	211-2003-44573	693.47
THE LINE LLC	2909	01/31/2025	MISC. UNIFORM ITEMS FOR O...	211-2003-44573	270.30
THE LINE LLC	2910	01/31/2025	MISC. UNIFORM ITEMS FOR O...	211-2003-44573	16.38
BANK OF AMERICA	40074515	01/31/2025	SAM CHEST SEAL / OFFICER E...	211-2003-44615	623.75
BANK OF AMERICA	738224719	01/31/2025	COURTROOM ATTIRE FOR OFF...	211-2003-44573	49.80
BANK OF AMERICA	WEB2581153590	01/31/2025	PATROL BOOTS FOR SERGEANT	211-2003-44615	233.44
Fund 211 - Law Enforce Prot Total:					5,895.56

Fund: 214 - Lodgers Tax

INTEGRATED ENVIRONMENTA...	388	01/10/2025	RENT/CAM CHARGES FOR CO...	214-2540-43466	1,875.26
MAINSTREET TRUTH OR CONS...	1/10/2025	01/16/2025	OPEN PO FOR LODGERS TAX S...	214-2540-60725	15,000.00
GERONIMO TRAIL SCENIC BY...	1/8/2025	01/16/2025	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
SIERRA COUNTY ARTS COUNCIL	12/27/2024	01/16/2025	OPEN PO FOR LODGERS TAX ...	214-2501-60725	283.75
GRAINGER INC	9356642273	01/16/2025	FOLDING CHAIRS 4 PER PACK	214-2540-44613	6,596.48
GERONIMO TRAIL SCENIC BY...	01162025	01/31/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	190.44
GERONIMO TRAIL SCENIC BY...	01272025	01/31/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	1,800.00
GERONIMO TRAIL SCENIC BY...	11	01/31/2025	STATEWIDE BROCHURE DISTR...	214-2540-60725	29.18
RUANNA WALDRUM	12	01/31/2025	WEBSITE/ MULTI-MEDIA UPD...	214-2540-60725	1,070.54
GERONIMO SPRINGS MUSEUM	2 QTR	01/31/2025	OPEN PO FOR LODGERS TAX ...	214-2503-48815	1,551.17
VETERANS MEMORIAL TRUST ...	4, 5	01/31/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	638.62
INTEGRATED ENVIRONMENTA...	400	01/31/2025	RENT/CAM CHARGES FOR CO...	214-2540-43466	1,875.26
Fund 214 - Lodgers Tax Total:					31,377.37

Fund: 216 - Muni Street

BOOT BARN	101031	08/09/2024	SAFETY BOOTS FOR BUSTER ...	216-4503-44615	200.00
UNM CIVIL ENGINEERING DE...	0003	01/10/2025	REGISTRATION FOR BUSTER	216-4503-42720	175.00
UNM CIVIL ENGINEERING DE...	0003	01/10/2025	REGISTRATION FOR BRENDEN	216-4503-42720	175.00
BRENDEN ANGLIN	01102025-BA80	01/10/2025	TRAVEL PER DEIUM ADVANCE...	216-4503-42720	273.86
BUSTER SMITH	1102025-BS80	01/10/2025	TRAVEL PER DEIUM ADVANCE...	216-4503-42720	273.86
REEDS TIRE CENTER	14934	01/10/2025	CASE BACKHOE TIRE REPAIR	216-4503-47420	81.28
WESTERN FIX LLC	42	01/10/2025	STEEL TOE WORK BOOT - Dani...	216-4503-44615	194.99
WESTERN FIX LLC	42	01/10/2025	STEEL TOE WORK BOOTS Wa...	216-4503-44615	194.99
NORTHERN TOOL & EQUIPME...	54362176	01/10/2025	GREASE GUN AND GRINDER F...	216-4503-44607	348.00
NORTHERN TOOL & EQUIPME...	54503481	01/10/2025	Dewalt drill set and drill bit sets	216-4503-44607	423.97
B & H OIL COMPANY	12312024-ST	01/16/2025	DIESEL- OPEN PO FY 24/25	216-4503-43316	1,336.21
WILSON & COMPANY INC ENG...	133134	01/16/2025	VISION ZERO SAFETY ACTION ...	216-7025-48598	6,689.97
SIERRA AUTO PARTS	6016-331119	01/16/2025	HYDROLIC FITTINGS FOR MAC...	216-4503-47420	143.95
SIERRA AUTO PARTS	6016-331131	01/16/2025	WIPER BLADES	216-4503-47420	19.98
SIERRA AUTO PARTS	6016-331370	01/16/2025	AIR FILTER 87330	216-4503-47420	42.67
SIERRA AUTO PARTS	6016-331370	01/16/2025	AIR FILTER 87816	216-4503-47420	28.40
MARLIN LEASING CORPORATI...	21618029	01/24/2025	STREET DEPT SHARP EQUIPM...	216-4503-43465	411.75
SOUTHWEST CONSTRUCTION ...	101824	01/31/2025	CONVOLUTED POLY BROOMS ...	216-4503-47420	729.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BORDER RECAPING LLC BMO...	25-0241712-003	01/31/2025	225/75/15 SYNERGY 10 PLY S...	216-4503-47420	354.32
RED WING SHOES OF LAS CRU...	INV-006043	01/31/2025	SAFETY BOOTS FOR TRAVIS J...	216-4503-44615	200.00
Fund 216 - Muni Street Total:					12,297.80
Fund: 260 - Fiscal Recovery Funds					
WILSON & COMPANY INC ENG...	132775	01/10/2025	PROFESSIONAL SERVICES FOR...	260-7031-48598	1,444.80
WILSON & COMPANY INC ENG...	133597	01/31/2025	PROFESSIONAL SERVICES FOR...	260-7031-48598	963.20
Fund 260 - Fiscal Recovery Funds Total:					2,408.00
Fund: 294 - State Library					
DOCUMENT SOLUTION INC	353131	01/10/2025	LIBRARY SHARP OVERAGE OP...	294-5003-43465	51.38
VERIZON WIRELESS	6101194287	01/10/2025	LIBRARY OPEN PO FY24/25	294-5003-43775	169.30
TDS	01182025-LIB	01/24/2025	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
XEROX CORP	6667846	01/24/2025	LIBRARY OPEN PO FY24/25	294-5003-43465	317.34
DOCUMENT SOLUTION INC	356214	01/31/2025	LIBRARY SHARP OVERAGE OP...	294-5003-43465	41.06
VERIZON WIRELESS	6103636801	01/31/2025	LIBRARY OPEN PO FY24/25	294-5003-43775	169.49
THE LIBRARY CORPORATION	INV11002563	01/31/2025	ITSMARC SOFTWARE LIC - JAN...	294-5003-60834	2,404.50
Fund 294 - State Library Total:					3,253.02
Fund: 295 - Muni Pool					
CITY UTILITIES	12202024	01/10/2025	POOL CYCLE C&D OPEN PO F...	295-4803-43780	246.08
NEW MEXICO GAS COMPANY ...	25-NOV-2024 , 26-DEC-2024	01/10/2025	SWIMMING POOL OPEN PO F...	295-4803-43780	67.38
VERIZON WIRELESS	6101194287	01/10/2025	POOL OPEN PO FY24/25	295-4803-43775	110.13
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	295-4803-41226	40.10
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	295-4803-41226	40.10
XEROX CORP	6667846	01/24/2025	POOL OPEN PO FY24/25	295-4803-43465	48.82
CITY UTILITIES	01/23/2025 and 01/30/2025	01/31/2025	POOL CYCLE C&D OPEN PO F...	295-4803-43780	1,205.99
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	SWIMMING POOL OPEN PO F...	295-4803-43780	33.29
VERIZON WIRELESS	6103636801	01/31/2025	POOL OPEN PO FY24/25	295-4803-43775	110.16
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	295-4803-41226	40.10
Fund 295 - Muni Pool Total:					1,942.15
Fund: 296 - PD GRT					
SIRCHIE ACQUISITION CO LLC	0674881-IN	01/10/2025	EVIDENCE COLLECTION AND S...	296-2403-43999	277.02
GUNHERS LLC	12272024	01/10/2025	SHIPPING COSTS FOR FIREAR...	296-2403-43999	329.10
BREANNA D GARRETT	01062025	01/16/2025	FITNESS TRAINING SESSIONS ...	296-2403-48598	867.00
PUBLIC SAFETY PSYCHOLOGIC...	075-038-GORDON	01/16/2025	PSYCHOLOGICAL EVALUATION...	296-2403-48598	373.41
AXON ENTERPRISE INC	INUS312128	01/16/2025	TASER 7 CQ DOCK PAYMENT	296-2403-80810	7,056.00
SUN CITY ANALYTICAL LLC	225-063	01/24/2025	MICORBIAL SAMPLING & ASB...	296-2403-80810	3,200.00
BANK OF AMERICA	10731	01/31/2025	MAIL IN TAKE BACK SHARPS C...	296-2403-44615	544.15
BANK OF AMERICA	12302024-264790	01/31/2025	FIELD SUPPLIES FOR OFFICERS	296-2403-43999	75.37
AMAZON CAPITAL SERVICES I...	1D6G-1CDD-67C3	01/31/2025	EVIDENCE LOCKER SUPPLIES &...	296-2403-43999	47.46
Fund 296 - PD GRT Total:					12,769.51
Fund: 298 - PD Donations					
BANK OF AMERICA	304345760458695	01/10/2025	GIFT CARDS FOR SHOP WITH A...	298-2105-10108	1,000.00
BANK OF AMERICA	384344762227960	01/10/2025	GIFT CARDS FOR SHOP WITH A...	298-2105-10108	1,000.00
BANK OF AMERICA	584338652401257	01/10/2025	GIFT CARDS FOR SHOP WITH A...	298-2105-10108	1,000.00
BANK OF AMERICA	584346797969542 , 5843475...	01/10/2025	GIFT CARDS FOR SHOP WITH A...	298-2105-10108	1,800.00
Fund 298 - PD Donations Total:					4,800.00
Fund: 299 - SPECIAL REVENUE FUNDS					
ADVANCED COMMUNICATIO...	21073-00	01/10/2025	HANDHELD RADIOS AND ACC...	299-7040-44607	11,968.96
Fund 299 - SPECIAL REVENUE FUNDS Total:					11,968.96
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	01152025	01/24/2025	VETERANS WALL OPEN PO FY...	303-4703-43775	236.12
Fund 303 - Vet Wall Total:					236.12
Fund: 312 - R&R Airport					
MORROW ENTERPRISES INC	1-ONE 22073	01/16/2025	CONSTRUCTION SERVICES AIR...	312-7024-47415	316,301.13
MORROW ENTERPRISES INC	2-TWO 22073	01/16/2025	CONSTRUCTION SERVICES AIR...	312-7035-47415	533,379.75
DELTA AIRPORT CONSULTANT...	CA-4	01/16/2025	REHAB TERM APRON BIDDING...	312-7024-47415	73,541.01
Fund 312 - R&R Airport Total:					923,221.89

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG..	133156	01/16/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	17,127.65
WILSON & COMPANY INC ENG..	133171	01/16/2025	PROFESSIONAL SERVICES - R...	315-8010-48598	10,455.29
Fund 315 - CI Reserve Total:					27,582.94
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY INC ENG..	132764	12/27/2024	ENGINEERING SERVICES CANT...	370-7019-80847	1,044.48
WILSON & COMPANY INC ENG..	132765	12/27/2024	ENGINEERING SERVICES CANT...	370-7019-80847	6,441.38
WILSON & COMPANY INC ENG..	130211	01/06/2025	ENGINEERING SERVICES CANT...	370-7019-80847	507.32
Fund 370 - WATER TRUST BOARD PROJECTS Total:					7,993.18
Fund: 380 - OTHER STATE FUNDED PROJECTS					
WILSON & COMPANY INC ENG..	133350	01/16/2025	ENGINEERING SERVICES VAC...	380-7001-80860	1,606.25
BELSON OUTDOORS LLC	356719	01/24/2025	RECYCLED PLASTIC BENCHES &...	380-7033-44607	4,967.00
BELSON OUTDOORS LLC	356719-1	01/24/2025	RECYCLED PLASTIC BENCHES &...	380-7033-44607	2,802.00
BELSON OUTDOORS LLC	356719-1	01/24/2025	SHIPPING	380-7033-44607	16.00
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					9,391.25
Fund: 403 - Pledge State					
BANK OF THE SOUTHWEST	12252024	01/13/2025	INTEREST PAYMENTS WISPI 2 ...	403-1203-90910	44.42
NEW MEXICO FINANCE AUTH...	1/30/2025	01/31/2025	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	1/30/2025	01/31/2025	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.75
NEW MEXICO FINANCE AUTH...	1/30/2025	01/31/2025	NMFA LOAN PYMT PPRF-5652	403-1203-12952	15,659.32
NEW MEXICO FINANCE AUTH...	1/30/2025	01/31/2025	NMFA LOAN PYMT DW 4794	403-1203-90905	2,930.25
NEW MEXICO FINANCE AUTH...	1/30/2025	01/31/2025	NMFA LOAN PYMT DW 4794	403-1203-90910	194.75
NEW MEXICO FINANCE AUTH...	1/30/2025	01/31/2025	NMFA LOAN PYMT DW 4794	403-1203-90925	5.37
NEW MEXICO FINANCE AUTH...	1/30/2025	01/31/2025	PPRF-6647 GO BOND 2024	403-2024-12924	12,935.57
NEW MEXICO FINANCE AUTH...	1/30/2025	01/31/2025	NMFA LOAN PYMT PPRF-6072...	403-2303-12923	5,693.05
Fund 403 - Pledge State Total:					45,752.06
Fund: 501 - Cemetary					
CITY UTILITIES	01132025, 01062025	01/24/2025	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	154.05
HOT SPRINGS CEMETERY ASS...	12312024	01/31/2025	HOT SPRINGS CEMETERY CON...	501-1803-47415	1,000.00
Fund 501 - Cemetary Total:					1,154.05
Fund: 502 - Util Office - Pool					
CITY UTILITIES	12202024	01/10/2025	UTILITY BILLING OFFICE CYCLE..	502-3601-43780	228.55
DOCUMENT SOLUTION INC	353131	01/10/2025	UTILITY OFFICE SHARP OVERA...	502-3601-43465	45.69
STAPLES CONTRACT & COMM...	6019955549	01/10/2025	UTILITY OFFICE SUPPLIES	502-3601-44606	515.50
VERIZON WIRELESS	6101194287	01/10/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	193.26
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	502-3601-41226	197.33
BANK OF AMERICA	12252025	01/16/2025	ACROBAT PRO FOR SONYA RE...	502-3601-43770	259.97
PITNEY BOWES INC	8000-9090-0951-4238-01/12/...	01/16/2025	PITNEY BOWES FY 24/25	502-3601-43465	230.48
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	502-3601-41226	197.33
XEROX CORP OLD	022793388	01/24/2025	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	277.36
XEROX CORP	6667846	01/24/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43465	390.57
CITY UTILITIES	01/23/2025 and 01/30/2025	01/31/2025	UTILITY BILLING OFFICE CYCLE..	502-3601-43780	455.48
DOCUMENT SOLUTION INC	356214	01/31/2025	UTILITY OFFICE SHARP OVERA...	502-3601-43465	63.34
VERIZON WIRELESS	6103636801	01/31/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	193.49
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	502-3601-41226	197.33
Fund 502 - Util Office - Pool Total:					3,445.68
Fund: 503 - Electric					
SIERRA ELECTRIC COOP INC	01032025	01/10/2025	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	563.73
SIERRA ELECTRIC COOP INC	01082025	01/10/2025	POWER SERVICES-OPEN PO FY...	503-3702-50795	269,798.35
TRIPLE H SOLAR LLC	0389	01/10/2025	ENGINEERING SERVICES- OPEN..	503-3702-48598	1,200.00
MIKE TORRES DBA CD TECHN...	1043	01/10/2025	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	568.44
CITY UTILITIES	12202024	01/10/2025	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	4,984.40
REEDS TIRE CENTER	15394	01/10/2025	OIL CHANGE/FILTERS- 12448-G	503-3702-47420	213.93
REEDS TIRE CENTER	15394	01/10/2025	TIRE SENSOR- 00931-G	503-3702-47420	55.00
NEW MEXICO GAS COMPANY ...	25-NOV-2024 , 26-DEC-2024	01/10/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	134.83
DOCUMENT SOLUTION INC	353131	01/10/2025	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	14.57
PATTILLO BROWN & HILL LLP	494124	01/10/2025	ANNUAL AUDIT FY 2023-24	503-3702-48596	2,583.00
VERIZON WIRELESS	6101194287	01/10/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	193.86

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BARTOO SAND & GRAVEL INC	M48380	01/10/2025	HAUL OFF SMALL POLES	503-3702-47415	3,500.00
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	503-3702-41226	421.13
TRI STATE GENERATION & TR...	1030005	01/16/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	37,545.60
SUN VALLEY INC	178251/6	01/16/2025	ANT KILLER	503-3702-44607	10.29
SUN VALLEY INC	178251/6	01/16/2025	DISCOUNT	503-3702-44607	-3.71
SUN VALLEY INC	178251/6	01/16/2025	NUTS & BOLTS	503-3702-44607	9.49
SUN VALLEY INC	178251/6	01/16/2025	LIME/RUST REMOVER	503-3702-44607	27.99
SUN VALLEY INC	178251/6	01/16/2025	TARP STRAP	503-3702-44607	9.96
SUN VALLEY INC	178251/6	01/16/2025	NUTS & BOLTS	503-3702-44607	16.49
SIERRA AUTO PARTS	6016-331081	01/16/2025	CRIMPS	503-3702-47420	16.00
SIERRA AUTO PARTS	6016-331081	01/16/2025	HYDRAULIC FITTING	503-3702-47420	19.56
SIERRA AUTO PARTS	6016-331753	01/16/2025	C BATTERIES	503-3702-44607	91.96
VERIZON WIRELESS	6102690192	01/16/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	51.70
LANDIS+GYR TECHNOLOGY INC	90404207	01/16/2025	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,630.00
WESTERN AREA POWER ADM...	JJPB1798A1224	01/16/2025	BASE DEMAND & BASE ENER...	503-3702-50795	45,455.86
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	503-3702-41226	421.13
TDS	01/18/2025	01/24/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	434.82
CITY UTILITIES	01132025, 01062025	01/24/2025	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	309.32
REEDS TIRE CENTER	15426	01/24/2025	OIL AND FILTER CHANGE- 073...	503-3702-47420	126.84
TRANSMISSION & DISTRIBUTI...	16144	01/24/2025	EL DISTRIBUTION SYSTEM ST...	503-3702-48598	169,381.14
SUNBELT SOLOMON SERVICES...	400993	01/24/2025	REBUILD TRANSFORMER- WY...	503-3702-44607	4,163.00
SILVERSKY INC	518822-SI	01/24/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43815	140.12
XEROX CORP	6667846	01/24/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43465	122.05
CITY UTILITIES	01/23/2025 and 01/30/2025	01/31/2025	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	5,189.60
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	128.03
NEW MEXICO ONE CALL INC	153011400	01/31/2025	QUARTERLY ALLOCATION US...	503-3702-43770	50.00
NEW MEXICO ONE CALL INC	153011401	01/31/2025	QUARTERLY ALLOCATION US...	503-3702-43770	2,070.00
AMAZON CAPITAL SERVICES I...	1D14-CMJD-4RRW	01/31/2025	VALENCE FOR TRUCK 12448-G	503-3702-47420	109.95
DOCUMENT SOLUTION INC	356214	01/31/2025	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	14.98
VERIZON WIRELESS	6103636801	01/31/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	193.99
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	503-3702-41226	421.13
Fund 503 - Electric Total:					552,388.53

Fund: 504 - Water

KINGS LOCKSMITH	08725	01/10/2025	JOHN DEERE KEY COPIES	504-3803-44607	12.00
MIKE TORRES DBA CD TECHN...	1043	01/10/2025	IT SERVICE WATER DEPT OPEN...	504-3803-48598	568.43
CITY UTILITIES	12202024	01/10/2025	WATER DEPT CYCLE C&D OP...	504-3803-43780	8,931.71
TAXATION AND REVENUE	1-2-2024	01/10/2025	WATER CONSERVATION FEE FY...	504-3803-43797	1,109.50
REEDS TIRE CENTER	14810	01/10/2025	265/70R17	504-3803-47420	680.00
FERGUSON ENTERPRISES LLC	1576557	01/10/2025	TOOLS AND 4X4X2 TEE	504-3803-44607	392.30
NEW MEXICO GAS COMPANY ...	25-NOV-2024 , 26-DEC-2024	01/10/2025	WATER DEPT OPEN PO FY24/...	504-3803-43780	146.43
PATTILLO BROWN & HILL LLP	494124	01/10/2025	ANNUAL AUDIT FY 2023-24	504-3803-48596	2,583.00
VERIZON WIRELESS	6101194287	01/10/2025	WATER DEPT OPEN PO FY24/...	504-3803-43775	262.69
PVS DX INC	747002119-24	01/10/2025	OPEN PO FOR CHLORINE FY24...	504-3803-44605	1,243.48
PVS DX INC	DE7000665-24	01/10/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
PVS DX INC	DE74000735-24	01/10/2025	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
NM RURAL WATER ASSOC	INV1-2-2025	01/10/2025	2025 ANNUAL DUES	504-3803-43770	1,366.00
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	504-3803-41226	421.20
B & H OIL COMPANY	12312024-WA	01/16/2025	OPEN PO FY 24-25 FUEL WTR ...	504-3803-43316	895.40
SUN VALLEY INC	178288/6 178308/6 178326/6...	01/16/2025	OPEN PO FOR DECEMBER 2024	504-3803-44607	254.89
SIERRA AUTO PARTS	6016-331274	01/16/2025	CLAMP 275	504-3803-47420	12.82
SIERRA AUTO PARTS	6016-331274	01/16/2025	CLAMP 288	504-3803-47420	26.16
SIERRA AUTO PARTS	6016-331274	01/16/2025	COOLANT HOSE 76250	504-3803-47420	6.78
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	504-3803-41226	337.32
TDS	01/18/2025	01/24/2025	WATER DEPT OPEN PO FY24/...	504-3803-43780	434.82
BULLOCKS INC	01012025	01/24/2025	OPEN PO FOR DECEMBER 20...	504-3803-44607	18.89
CITY UTILITIES	01132025, 01062025	01/24/2025	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	371.18
FERGUSON ENTERPRISES LLC	0558468	01/24/2025	3/4 PEP ULTRA-TITE GRIP RNG...	504-3803-44607	61.19
FERGUSON ENTERPRISES LLC	0558468	01/24/2025	3/4 PEP ULTRA TITE EPDM OR...	504-3803-44607	120.00
FERGUSON ENTERPRISES LLC	0559630	01/24/2025	3/4 CLAMP RESTOCK	504-3803-44607	952.32
FERGUSON ENTERPRISES LLC	1577464	01/24/2025	4" & 6" ROMACS	504-3803-44607	2,455.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FERGUSON ENTERPRISES LLC	1577466	01/24/2025	4" & 6" ROMACS	504-3803-44607	673.10
AMAZON CAPITAL SERVICES I...	1WGP-3F3F-DQWT	01/24/2025	16' BLADE & HP TONER	504-3803-44606	39.45
AMAZON CAPITAL SERVICES I...	1WGP-3F3F-DQWT	01/24/2025	16' BLADE & HP TONER	504-3803-44607	99.99
SILVERSKY INC	518822-SI	01/24/2025	WATER DEPT OPEN PO FY24/...	504-3803-43815	140.12
XEROX CORP	6667846	01/24/2025	WATER OPEN PO FY24/25	504-3803-43465	48.82
BOOT BARN	INV00440965	01/24/2025	LOUIS RUDDER BOOTS	504-3803-44615	200.00
CITY UTILITIES	01/23/2025 and 01/30/2025	01/31/2025	WATER DEPT CYCLE C&D OP...	504-3803-43780	11,074.68
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	WATER DEPT OPEN PO FY24/...	504-3803-43780	419.05
VERIZON WIRELESS	6103636801	01/31/2025	WATER DEPT OPEN PO FY24/...	504-3803-43775	262.71
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	504-3803-41226	301.90
Fund 504 - Water Total:					37,124.27

Fund: 505 - Solid Waste

AUTOZONE STORES LLC	02529305783	01/10/2025	SP-DEF SHOP PRO DEF	505-3904-44607	232.56
AUTOZONE STORES LLC	02529305783	01/10/2025	LUCAS RDTACKY	505-3904-44607	403.68
PARKHILL SMITH & COOPER	04386624.00-1	01/10/2025	TASK ORDER T OR C BLM LAN...	505-3904-48599	2,687.64
MIKE TORRES DBA CD TECHN...	1043	01/10/2025	IT SERVICE SANITATION DEPT ...	505-3904-48598	568.44
CITY OF LAS CRUCES	106450	01/10/2025	SCSWA WASTE DISPOSAL	505-3904-45601	46,934.23
CITY UTILITIES	12202024	01/10/2025	SANITATION DEPT CYCLE C&D...	505-3904-43780	750.25
OREILLY AUTO PARTS INC	2162-171522	01/10/2025	FILTERS FOR TUNNEL TRUCK S...	505-3904-47420	101.90
NEW MEXICO GAS COMPANY ...	25-NOV-2024 , 26-DEC-2024	01/10/2025	RECYCLE CENTER OPEN PO FY...	505-3904-43780	141.25
DOCUMENT SOLUTION INC	353131	01/10/2025	SANITATION DEPTSHARP OVE...	505-3904-43465	23.45
PATTILLO BROWN & HILL LLP	494124	01/10/2025	ANNUAL AUDIT FY 2023-24	505-3904-48596	2,583.00
VERIZON WIRELESS	6101194287	01/10/2025	SANITATION OPEN PO FY24/25	505-3904-43775	165.97
UNIFIRST FIRST AID CORP	H677118	01/10/2025	ADDITIONAL SUPPLIES TO 1ST...	505-3904-44615	84.30
RED WING SHOES OF LAS CRU...	INV-006019	01/10/2025	SAFETY BOOTS	505-3904-44615	200.00
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	505-3904-41226	582.62
PARKHILL SMITH & COOPER	04386624.00-2	01/16/2025	TASK ORDER T OR C BLM LAN...	505-3904-48599	5,375.29
WEX BANK	101927502-TR	01/16/2025	WEX- DIESEL & GASOLINE	505-3904-43316	3,815.18
M & M INDUSTRIES INC	139173	01/16/2025	CYLINDER REBUILD/ RECHRO...	505-3904-47420	5,085.00
SIERRA AUTO PARTS	6016-331310	01/16/2025	EXHAUST GASKET & SEALANT ...	505-3904-47420	13.73
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	505-3904-41226	582.63
RJ BORDER INTERNATIONAL	R400034190.01	01/16/2025	DIAGNOSTICS ON 07368-G	505-3904-47420	430.00
TDS	01/18/2025	01/24/2025	SANITATION OPEN PO FY24/25	505-3904-43780	434.82
CITY UTILITIES	01142025	01/24/2025	SANITATION DEPT OPEN PO F...	505-3904-45601	37,875.86
XEROX CORP OLD	022793385	01/24/2025	SOLID WASTE XEROX EQUIPM...	505-3904-43465	30.18
OREILLY AUTO PARTS INC	2162-172967	01/24/2025	HEADLIGHT BULB REPLACEM...	505-3904-47420	124.14
SILVERSKY INC	518822-SI	01/24/2025	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	140.13
XEROX CORP	6667846	01/24/2025	SOLID WASTE OPEN PO FY24/...	505-3904-43465	122.05
RJ BORDER INTERNATIONAL	R400033840.01	01/24/2025	CYLINDER REPAIR	505-3904-47420	918.92
CITY UTILITIES	01/23/2025 and 01/30/2025	01/31/2025	SANITATION DEPT CYCLE C&D...	505-3904-43780	742.20
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	RECYCLE CENTER OPEN PO FY...	505-3904-43780	191.24
DOCUMENT SOLUTION INC	356214	01/31/2025	SANITATION DEPTSHARP OVE...	505-3904-43465	28.59
NORTHERN TOOL & EQUIPME...	54527505	01/31/2025	WELDING SUPPLIES	505-3904-44607	327.90
VERIZON WIRELESS	6103636801	01/31/2025	SANITATION OPEN PO FY24/25	505-3904-43775	157.00
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	505-3904-41226	582.63
RJ BORDER INTERNATIONAL	R400034097.01	01/31/2025	REPAIR /PARTS,LABOR S&H,M...	505-3904-47420	12,215.59
Fund 505 - Solid Waste Total:					124,652.37

Fund: 506 - WWTP

KINGS LOCKSMITH	08725	01/10/2025	JOHN DEERE KEY COPIES	506-4005-44607	12.00
MIKE TORRES DBA CD TECHN...	1043	01/10/2025	IT SERVICE WASTE WATER OP...	506-4005-48598	568.44
CITY UTILITIES	12202024	01/10/2025	WASTE WATER DEPT CYCLE C...	506-4005-43780	12,245.67
VILLAGE OF WILLIAMSBURG	122024	01/10/2025	SEWER RECEIPTS FY 2024 - 20...	506-4005-48798	3,706.38
NEW MEXICO GAS COMPANY ...	25-NOV-2024 , 26-DEC-2024	01/10/2025	VACUUM STATION OPEN PO F...	506-4005-43780	72.18
DOCUMENT SOLUTION INC	353131	01/10/2025	WASTE WATER DEPT SHARP ...	506-4005-43465	74.84
PATTILLO BROWN & HILL LLP	494124	01/10/2025	ANNUAL AUDIT FY 2023-24	506-4005-48596	2,583.00
VERIZON WIRELESS	6101194287	01/10/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	408.01
USA BLUEBOOK	INV00573658	01/10/2025	PLANT PRO FAST PCT TESTER	506-4005-44605	152.71
USA BLUEBOOK	INV00576336	01/10/2025	WW & LAB FIELD SUPPLIES	506-4005-44607	56.95
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	506-4005-41226	153.62
COVE ENVIRONMENTAL LLC	111-4-24	01/16/2025	QUARTERLY TESTING FOR WA...	506-4005-44605	1,800.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY INC	178288/6 178308/6 178326/6...	01/16/2025	OPEN PO FOR DECEMBER 2024	506-4005-44607	254.88
TERI I CATES DBA TLC PEST C...	35503	01/16/2025	PEST CONTROL	506-4005-47425	395.57
SIERRA AUTO PARTS	6016-331597	01/16/2025	OIL FILTER FOR 20927-G	506-4005-47420	5.32
SIERRA AUTO PARTS	6016-331924	01/16/2025	BATTERY REPLACEMENT - MU...	506-4005-47420	92.92
EUROFINS ENVIRONMENTAL ...	8850012231	01/16/2025	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850012488	01/16/2025	WEEKLY TESTING	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850012741	01/16/2025	WEEKLY TESTING	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850012747	01/16/2025	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850012848	01/16/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	258.30
EUROFINS ENVIRONMENTAL ...	8850012936	01/16/2025	WEEKLY TESTING	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850013025	01/16/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	259.38
USA BLUEBOOK	INV00564603	01/16/2025	PURGE SAMPLING PUMP 12V...	506-4005-44607	352.22
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	506-4005-41226	153.62
TDS	01/18/2025	01/24/2025	WASTE WATER OPEN PO FY24...	506-4005-43780	434.82
BULLOCKS INC	01012025	01/24/2025	OPEN PO FOR DECEMBER 20...	506-4005-44607	18.89
CITY UTILITIES	01132025, 01062025	01/24/2025	WASTE WATER DEPT CYCLE A...	506-4005-43780	2,544.88
CITY UTILITIES	01142025	01/24/2025	WASTE WATER DEPT OPEN PO...	506-4005-43780	489.51
XEROX CORP OLD	022793386	01/24/2025	WASTEWATER XEROX EQUIP...	506-4005-43465	158.20
AMAZON CAPITAL SERVICES I...	1WGP-3F3F-DQWT	01/24/2025	16' BLADE & HP TONER	506-4005-44606	39.44
AMAZON CAPITAL SERVICES I...	1WGP-3F3F-DQWT	01/24/2025	16' BLADE & HP TONER	506-4005-44607	99.99
EUROFINS ENVIRONMENTAL ...	2312428	01/24/2025	FY 23-24 INVOICES	506-4005-44605	516.60
SILVERSKY INC	518822-SI	01/24/2025	WASTE WATER DEPT OPEN PO...	506-4005-43815	140.12
SMITHCO CONSTRUCTION INC	595-24-016	01/24/2025	415 CABALLO RD SEWER TAP	506-4005-48598	6,502.50
XEROX CORP	6667846	01/24/2025	WASTE WATER OPEN PO FY24...	506-4005-43465	244.11
TURNER ELECTRIC MOTOR INC	85192	01/24/2025	REUSE PUMP REPAIR	506-4005-47420	7,866.84
EUROFINS ENVIRONMENTAL ...	8850003163	01/24/2025	FY 23-24 INVOICES	506-4005-44605	523.06
EUROFINS ENVIRONMENTAL ...	8850003167	01/24/2025	FY 23-24 INVOICES	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850003962	01/24/2025	FY 23-24 INVOICES	506-4005-44605	216.33
EUROFINS ENVIRONMENTAL ...	8850004382	01/24/2025	FY 23-24 INVOICES	506-4005-44605	523.06
EUROFINS ENVIRONMENTAL ...	8850004614	01/24/2025	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850005624	01/24/2025	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850006694	01/24/2025	WEEKLY TESTING	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850008206	01/24/2025	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850008286	01/24/2025	WEEKLY TESTING	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850009266	01/24/2025	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850013154	01/24/2025	WEEKLY TESTING	506-4005-44605	645.75
EUROFINS ENVIRONMENTAL ...	8850013666	01/24/2025	WEEKLY TESTING	506-4005-44605	75.34
EUROFINS ENVIRONMENTAL ...	8850013667	01/24/2025	WEEKLY TESTING	506-4005-44605	516.60
EUROFINS ENVIRONMENTAL ...	8850013668	01/24/2025	QUARTERLY TESTING	506-4005-44605	291.66
EUROFINS ENVIRONMENTAL ...	8850013780	01/24/2025	QUARTERLY TESTING	506-4005-44605	813.64
BOOT BARN	INV00440963	01/24/2025	WORK BOOTS FOR CHRIS TH...	506-4005-44615	179.10
CITY UTILITIES	01/23/2025 and 01/30/2025	01/31/2025	WASTE WATER DEPT CYCLE C...	506-4005-43780	13,318.33
NEW MEXICO GAS COMPANY ...	01272025	01/31/2025	VACUUM STATION OPEN PO F...	506-4005-43780	36.09
DOCUMENT SOLUTION INC	356214	01/31/2025	WASTE WATER DEPT SHARP ...	506-4005-43465	96.27
VERIZON WIRELESS	6103636801	01/31/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	408.14
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	506-4005-41226	153.62

Fund 506 - WWTP Total: 64,010.54

Fund: 508 - Golf Course

AMAZON CAPITAL SERVICES I...	119L-LCDF-G94N	01/10/2025	CHIPS, SODA, GATORADE, CA...	508-4303-44607	99.17
DOCUMENT SOLUTION INC	353131	01/10/2025	GOLF COURSE SHARP OVERA...	508-4303-43465	29.98
VERIZON WIRELESS	6101194287	01/10/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43775	79.72
NM RETIREE HEALTH CARE	PPE 2024-12-27	01/10/2025	PPE 2024-12-27	508-4303-41226	97.77
SUN VALLEY INC	178385/6 178400/6 178509/6	01/16/2025	OPEN PO SUN VALLEY FOR GO...	508-4303-44607	208.28
SIERRA AUTO PARTS	6016-331741, 6016-331282, 6...	01/16/2025	OPEN PO SIERRA AUTO/CAR ...	508-4303-44607	246.43
BARTOO SAND & GRAVEL INC	M48319	01/16/2025	CRUSHER FINES FOR GOLF CO...	508-4303-44607	608.12
NM RETIREE HEALTH CARE	PPE 2025-01-10	01/16/2025	PPE 2025-01-10	508-4303-41226	108.38
TDS	01/18/2025	01/24/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43780	434.82
CITY UTILITIES	01132025, 01062025	01/24/2025	GOLF COURSE CYCLE A&B OP...	508-4303-43780	880.82
XEROX CORP	6667846	01/24/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43465	244.11
MASEK ROCKY MOUNTAIN GO...	02-90798	01/31/2025	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOCUMENT SOLUTION INC	356214	01/31/2025	GOLF COURSE SHARP OVERA...	508-4303-43465	29.81
VERIZON WIRELESS	6103636801	01/31/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43775	70.66
NM RETIREE HEALTH CARE	PPE-2025-01-25	01/31/2025	PPE 2025-01-25	508-4303-41226	112.37
Fund 508 - Golf Course Total:					4,229.72
Fund: 509 - Muni Airport					
SIERRA ELECTRIC COOP INC	01032025-AIR	01/10/2025	OPEN PO FOR UTILITIES AT AI...	509-4403-43780	979.32
TECH 45 AIRPORT MANAGEM...	1119	01/10/2025	MONTHLY MANAGEMENT FEE...	509-4403-48598	20,001.72
VERIZON WIRELESS	6101194287	01/10/2025	AIRPORT OPEN PO FY24/25	509-4403-43775	124.31
QT PETROLEUM ON DEMAND ...	0487-SP2025	01/16/2025	BASE NETWORK ACCESS & SU...	509-4403-43770	1,195.00
PINNACLE PROPANE	U1302945	01/16/2025	OPEN PO FY 24/25 FOR AIRP...	509-4403-43780	207.44
WINDSTREAM CORPORATION	01152025	01/24/2025	AIRPORT OPEN PO FY24/25	509-4403-43775	443.85
XEROX CORP OLD	022793389	01/24/2025	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
XEROX CORP	6667846	01/24/2025	AIRPORT OPEN PO FY24/25	509-4403-43465	48.83
VERIZON WIRELESS	6103636801	01/31/2025	AIRPORT OPEN PO FY24/25	509-4403-43775	124.32
Fund 509 - Muni Airport Total:					23,156.37
Fund: 600 - Internal Serv					
DOCUMENT SOLUTION INC	353131	01/10/2025	FLEET DEPT SHARP OVERAGE ...	600-7003-43465	19.73
SIERRA AUTO PARTS	6016-331780	01/16/2025	FUEL CAN	600-7003-44607	89.99
XEROX CORP	6667846	01/24/2025	FLEET DEPT OPEN PO FY24/25	600-7003-43465	73.23
JOSE LUIS SIMENTAL SR	15416	01/31/2025	POWER PROBEFOR SERVICE C...	600-7003-44607	517.60
DOCUMENT SOLUTION INC	356214	01/31/2025	FLEET DEPT SHARP OVERAGE ...	600-7003-43465	22.36
RJ BORDER INTERNATIONAL	X400119011.01	01/31/2025	10W30,15W40,5W20,0W20, ...	600-7003-43316	3,228.44
RJ BORDER INTERNATIONAL	X400119011.01	01/31/2025	GRP 31 BATTERIES	600-7003-44607	399.96
Fund 600 - Internal Serv Total:					4,351.31
Grand Total:					2,191,710.86

Report Summary**Fund Summary**

Fund	Payment Amount
101 - General	269,300.12
201 - Corrections	2,970.00
209 - Fire	4,038.09
211 - Law Enforce Prot	5,895.56
214 - Lodgers Tax	31,377.37
216 - Muni Street	12,297.80
260 - Fiscal Recovery Funds	2,408.00
294 - State Library	3,253.02
295 - Muni Pool	1,942.15
296 - PD GRT	12,769.51
298 - PD Donations	4,800.00
299 - SPECIAL REVENUE FUNDS	11,968.96
303 - Vet Wall	236.12
312 - R&R Airport	923,221.89
315 - CI Reserve	27,582.94
370 - WATER TRUST BOARD PROJECTS	7,993.18
380 - OTHER STATE FUNDED PROJECTS	9,391.25
403 - Pledge State	45,752.06
501 - Cemetary	1,154.05
502 - Util Office - Pool	3,445.68
503 - Electric	552,388.53
504 - Water	37,124.27
505 - Solid Waste	124,652.37
506 - WWTP	64,010.54
508 - Golf Course	4,229.72
509 - Muni Airport	23,156.37
600 - Internal Serv	4,351.31
Grand Total:	2,191,710.86

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	3,358.92
101-1000-43740	PRINTING AND PUBLISH...	2,250.56
101-1000-44606	OFFICE SUPPLIES-GOVE...	81.25
101-1000-60725	GRANTS TO SUB-RECIPI...	11,337.50
101-1001-41226	RETIREE INSURANCE	469.65
101-1001-43465	RENT OF EQUIPMENT	1,469.30
101-1001-43740	PRINTING/PUBLISHING	2,075.12
101-1001-43770	SUBSCRIPTION & DUES	3,980.00
101-1001-43775	TELEPHONE	538.20
101-1003-41226	RETIREE INSURANCE	279.62
101-1003-43465	RENT OF EQUIPMENT	1,199.95
101-1003-43775	TELEPHONE	598.67
101-1004-41226	RETIREE INSURANCE	1,140.33
101-1004-42310	PER DIEM-ADMIN OFFIC...	414.38
101-1004-43316	GAS & OIL	28.15
101-1004-43465	RENT OF EQUIPMENT	1,136.77
101-1004-43740	PRINTING/PUBLISHING	543.32
101-1004-43775	TELEPHONE	505.55
101-1004-43815	SOFTWARE LIC/SOFTWA...	519.94
101-1004-44606	OFFICE SUPPLIES	1,811.68
101-1004-48599	OTHER CONTRACTUAL S...	874.94
101-1006-41226	RETIREE INSURANCE	484.14
101-1006-42720	EMPLOYEE TRAINING-AN..	200.00
101-1006-43775	TELEPHONE	221.33
101-1006-44606	OFFICE SUPPLIES	141.17
101-1006-44607	FIELD SUPPLIES	27.89

Account Summary

Account Number	Account Name	Payment Amount
101-1006-48598	PROFESSIONAL SERVICES	2,415.16
101-1007-41226	RETIREE INSURANCE	3,877.96
101-1007-42720	EMPLOYEE TRAINING-P...	500.00
101-1007-43316	GAS & OIL	7,921.83
101-1007-43465	RENT OF EQUIPMENT	1,111.11
101-1007-43775	TELEPHONE	3,540.21
101-1007-43815	SOFTWARE	110.00
101-1007-44606	OFFICE SUPPLIES	470.98
101-1007-47420	MAINTENANCE VEHICLE...	4,490.63
101-1007-48599	OTHER CONTRACTUAL S...	45,568.25
101-1008-41226	RETIREE INSURANCE	369.21
101-1008-43316	GAS & OIL	637.58
101-1008-43770	SUBSCRIPTION & DUES	37.92
101-1008-43775	TELEPHONE	396.44
101-1008-44615	SAFETY EQUIPMENT	529.50
101-1009-41226	RETIREE INSURANCE	279.40
101-1009-42620	UNIFORMS/LINEN-MUNI...	43.08
101-1009-43465	RENT OF EQUIPMENT	2,245.70
101-1009-43770	SUBSCRIPTION & DUES	250.00
101-1009-43775	TELEPHONE	281.20
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,227.53
101-1009-47415	MAINTENANCE--REPAIRS..	1,800.00
101-1009-47420	MAINTENANCE VEHICLE...	46.31
101-1010-41226	RETIREE INSURANCE	301.98
101-1010-43775	TELEPHONE	116.92
101-1010-44606	OFFICE SUPPLIES	933.33
101-1010-48598	PROFESSIONAL SERVICES	46,410.17
101-1011-41226	RETIREE INSURANCE	761.01
101-1011-43775	TELEPHONE	305.07
101-1012-41226	RETIREE INSURANCE	506.99
101-1012-43316	GAS & OIL	178.36
101-1012-43465	RENT OF EQUIPMENT	64.69
101-1012-43775	TELEPHONE	371.75
101-1012-44607	FIELD SUPPLIES-FLEET M...	872.38
101-1012-47420	MAINTENANCE-VEHICLE...	500.58
101-1013-41226	RETIREE INSURANCE	231.90
101-1014-41226	RETIREE INSURANCE	642.90
101-1014-43316	GAS & OIL	759.74
101-1014-43403	REGULAR BUILDING MA...	13,885.29
101-1014-43465	RENT OF EQUIPMENT	103.01
101-1014-43775	TELEPHONE	237.16
101-1014-44607	FIELD SUPPLIES-FACILITY...	246.77
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	636.88
101-1017-48599	OTHER CONTRACTUAL S...	40,599.85
101-1018-43780	UTILITIES	34,021.95
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,821.61
101-1018-48596	AUDIT CONTRACT	2,583.00
101-1018-48598	PROFESSIONAL SERVICES	7,389.68
101-1099-34348	RENT OF PUBLIC FACILIT...	925.00
201-1903-48710	CARE OF PRISONERS-CO...	2,970.00
209-1603-43465	RENT OF EQUIPMENT	525.70
209-1603-43775	TELEPHONE	437.98
209-1603-43780	UTILITIES	2,602.98
209-1603-47415	MAINTENANCE--REPAIRS..	471.43
211-2003-42535	EMPLOYEE TRAINING	2,296.90
211-2003-44573	UNIFORM & EQUIPMENT	2,441.14
211-2003-44615	SAFETY EQUIPMENT	1,077.17

Account Summary

Account Number	Account Name	Payment Amount
211-2003-80810	OTHER CAPITAL EQUIPM...	80.35
214-2501-60725	GRANTS TO SUB-RECIPI...	283.75
214-2503-48815	SERVICE CONTRACTS-LO...	1,551.17
214-2540-43466	RENT OF LAND/BUILDING	3,750.52
214-2540-44613	NON-CAPITAL EQUIPME...	6,596.48
214-2540-60725	SUB-RECIPIENTS (40%)	16,566.39
214-2560-60725	SUB-RECIPIENTS (60%)	2,629.06
216-4503-42720	EMPLOYEE TRAINING-M...	897.72
216-4503-43316	GAS & OIL	1,336.21
216-4503-43465	RENT OF EQUIPMENT	411.75
216-4503-44607	FIELD SUPPLIES-STREETS	771.97
216-4503-44615	SAFETY EQUIPMENT	789.98
216-4503-47420	MAINT.VEHICLE/FURN/...	1,400.20
216-7025-48598	Professional Serv/Contra...	6,689.97
260-7031-48598	Professional Serv/Contra...	2,408.00
294-5003-43465	RENT OF EQUIPMENT	409.78
294-5003-43775	TELEPHONE	338.79
294-5003-60834	STATE LIBRARY GRANT-S...	2,504.45
295-4803-41226	RETIREE INSURANCE	120.30
295-4803-43465	RENT OF EQUIPMENT	48.82
295-4803-43775	TELEPHONE	220.29
295-4803-43780	UTILITIES-MUNI POOL	1,552.74
296-2403-43999	OPERATING COSTS	728.95
296-2403-44615	SAFETY EQUIPMENT	544.15
296-2403-48598	PROFESSIONAL SERVICES	1,240.41
296-2403-80810	OTHER CAPITAL EQUIPM...	10,256.00
298-2105-10108	SHOP W/ COP	4,800.00
299-7040-44607	FIELD SUPPLIES/OTHER	11,968.96
303-4703-43775	TELEPHONE	236.12
312-7024-47415	MAINTENANCE--REPAIRS..	389,842.14
312-7035-47415	Maintenance GROUNDS...	533,379.75
315-7027-48598	Professional Serv/Contra...	17,127.65
315-8010-48598	Professional Serv/Contra...	10,455.29
370-7019-80847	ROADWAYS AND BRIDG...	7,993.18
380-7001-80860	INFRASTRUCTURE	1,606.25
380-7033-44607	Supplies/Equipment	7,785.00
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.75
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,659.32
403-1203-90905	DEBT SERVICE PRINCIPAL..	2,930.25
403-1203-90910	DEBT SERVICE INTEREST	239.17
403-1203-90925	COMMITMENTS & OTHE...	5.37
403-2024-12924	PPRF-6467 GO BOND SER..	12,935.57
403-2303-12923	PPRF-6072 GO BOND SER..	5,693.05
501-1803-43780	UTILITIES	154.05
501-1803-47415	MAINTENANCE--REPAIRS..	1,000.00
502-3601-41226	RETIREE INSURANCE	591.99
502-3601-43465	RENT OF EQUIPMENT	1,007.44
502-3601-43770	SUBSCRIPTIONS & DUES	259.97
502-3601-43775	TELEPHONE	386.75
502-3601-43780	UTILITIES	684.03
502-3601-44606	OFFICE SUPPLIES	515.50
503-3702-41226	RETIREE INSURANCE	1,263.39
503-3702-43465	RENT OF EQUIPMENT	151.60
503-3702-43770	SUBSCRIPTION & DUES	3,750.00
503-3702-43775	TELEPHONE	439.55
503-3702-43780	UTILITIES	11,744.73
503-3702-43815	SOFTWARE LIC/SOFTWA...	140.12

Account Summary

Account Number	Account Name	Payment Amount
503-3702-44607	FIELD SUPPLIES	4,325.47
503-3702-47415	MAINTENANCE--REPAIRS...	3,500.00
503-3702-47420	MAINTENANCE-VEHICLE...	541.28
503-3702-48596	AUDIT CONTRACT	2,583.00
503-3702-48598	PROFESSIONAL SERVICES	171,149.58
503-3702-50795	WHOLESALE POWER CO...	352,799.81
504-3803-41226	RETIREE INSURANCE	1,060.42
504-3803-43316	GAS & OIL	895.40
504-3803-43465	RENT OF EQUIPMENT	48.82
504-3803-43770	SUBSCRIPTION/DUES	1,366.00
504-3803-43775	TELEPHONE	525.40
504-3803-43780	UTILITIES	21,377.87
504-3803-43797	WATER CONSERVATION...	1,109.50
504-3803-43815	SOFTWARE LIC/SOFTWA...	140.12
504-3803-44605	CHEMICALS/LABORATO...	1,443.48
504-3803-44606	OFFICE SUPPLIES	39.45
504-3803-44607	FIELD SUPPLIES-WATER ...	5,040.62
504-3803-44615	SAFETY EQUIPMENT	200.00
504-3803-47420	MAINTENANCE-VEHICLE...	725.76
504-3803-48596	AUDIT CONTRACT	2,583.00
504-3803-48598	PROFESSIONAL SERVICES	568.43
505-3904-41226	RETIREE INSURANCE	1,747.88
505-3904-43316	GAS & OIL	3,815.18
505-3904-43465	RENT OF EQUIPMENT	204.27
505-3904-43775	TELEPHONE	322.97
505-3904-43780	UTILITIES	2,259.76
505-3904-43815	SOFTWARE LIC/SOFTWA...	140.13
505-3904-44607	FIELD SUPPLIES-SOLID ...	964.14
505-3904-44615	SAFETY EQUIPMENT	284.30
505-3904-45601	WASTE DISPOSAL	84,810.09
505-3904-47420	MAINTENANCE-VEHICLE...	18,889.28
505-3904-48596	AUDIT CONTRACT	2,583.00
505-3904-48598	PROFESSIONAL SERVICES	568.44
505-3904-48599	OTHER CONTRACTUAL S...	8,062.93
506-4005-41226	RETIREE INSURANCE	460.86
506-4005-43465	RENT OF EQUIPMENT	573.42
506-4005-43775	TELEPHONE	816.15
506-4005-43780	UTILITIES	29,141.48
506-4005-43815	SOFTWARE LIC/SOFTWA...	140.12
506-4005-44605	CHEMICALS/LABORATO...	10,144.07
506-4005-44606	OFFICE SUPPLIES	39.44
506-4005-44607	FIELD SUPPLIES-WASTE...	794.93
506-4005-44615	SAFETY EQUIPMENT	179.10
506-4005-47420	MAINTENANCE-VEHICLE...	7,965.08
506-4005-47425	OTHER MAINTENANCE-...	395.57
506-4005-48596	AUDIT CONTRACT	2,583.00
506-4005-48598	PROFESSIONAL SERVICES	7,070.94
506-4005-48798	VILLAGE OF WILLIAMS...	3,706.38
508-4303-41226	RETIREE INSURANCE	318.52
508-4303-43465	RENT OF EQUIPMENT	1,283.18
508-4303-43775	TELEPHONE	150.38
508-4303-43780	UTILITIES	1,315.64
508-4303-44607	FIELD SUPPLIES	1,162.00
509-4403-43465	RENT OF EQUIPMENT	80.41
509-4403-43770	SUBSCRIPTION & DUES	1,195.00
509-4403-43775	TELEPHONE	692.48
509-4403-43780	UTILITIES	1,186.76
509-4403-48598	PROFESSIONAL SERVICES	20,001.72

Account Summary

Account Number	Account Name	Payment Amount
600-7003-43316	GAS & OIL	3,228.44
600-7003-43465	RENT OF EQUIPMENT	115.32
600-7003-44607	FIELD SUPPLIES	<u>1,007.55</u>
Grand Total:		2,191,710.86

Project Account Summary

Project Account Key	Payment Amount
None	<u>2,191,710.86</u>
Grand Total:	2,191,710.86



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: G.1

SUBJECT: Resolution No. 27 24/25 Amending City Manager Authorities pertaining to Purchase Requisitions

DEPARTMENT: Finance

DATE SUBMITTED: February 7, 2025

SUBMITTED BY: Jocelyn Holguin, Finance Director

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases Contract and Purchases More Than \$20,000. To increase the thresholds.

Recommendation:

Based on the discussion from the Commission during the last commission meeting a resolution has been submitted to allow the approval for threshold to increase from the current \$20 thousand to \$60 thousand. Based on the NM State statues and the needs of the City departments which will allow the process to move forward with out delay and shall be reported in the consent agenda for Commission review.

Attachments:

- Resolution # 27 24/25

Fiscal Impact (Finance): N/A

There is no fiscal impact as the funds are budget approved by the Commission each fiscal year. Should there be a need for increases, a BAR (Budget Adjustment Request) shall be submitted.

Legal Review (City Attorney): Yes

The City's Attorney Jay Rubin and the Finance Director met and discussed the resolution provided.

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 02/12/2025



RESOLUTION NO. 27 24/25

EXECUTION OF CONTRACTS; GRANT AGREEMENTS; MEMORANDA OF UNDERSTANDING; JOINT POWERS AGREEMENTS; SETTLEMENT AGREEMENTS; PURCHASES

WHEREAS, the City Commission of the City of Truth or Consequences met in a duly noticed, regular Commission meeting on May 26, 2021, at 9:00 A.M. at Truth or Consequences, New Mexico, and

WHEREAS, the City Commission of the City Truth or Consequences is a legally and regularly created, established, organized, and existing City under the general laws of the State of New Mexico and more specifically, Section 3-45-5, NMSA 1978, as amended and supplemented; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily charged with examining and settling all accounts of receipts and expenses of the City and all accounts chargeable against the City; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily charged with making such orders concerning the property belonging to the City as it deems expedient; and

WHEREAS, the City Commission of the City of Truth or Consequences is statutorily authorized to "employ and set the salary of a City Manager to conduct the business of the City, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities;" and,

WHEREAS, NMSA 1978 Section 13-1-125 (2007) exempts certain small purchases from the bidding requirements the Procurement Code so long as those purchase are made in compliance with regulations set forth by the City of Truth or Consequences; and,

WHEREAS, the City Commission of the City of Truth or Consequences promulgated regulations which delineate the manner in which procurement of items of tangible personal property, services and construction are procured by the City.

NOW, THEREFORE, BE IT RESOLVED THAT, by the City Commission of the City of Truth or Consequences:

1. The City Manager is expressly authorized to procure and execute contracts for budgeted items of tangible personal property, services and construction on behalf of the City of Truth or Consequences in the amount of Sixty Thousand Dollars (\$60,00.00) or less.
2. The City Commission retains authority to enter into contracts for budgeted items of tangible personal property, services and construction on behalf of the City of Truth or Consequences in excess of Sixty Thousand Dollars (\$60,00.00)
3. The City Commission retains the authority to enter into contracts, for unbudgeted items of tangible personal property, services and construction.
4. All procurements shall be made pursuant to the City's Purchasing Regulations and New Mexico Procurement Code NMSA 1978 Sections 13-1-28 et. seq., and the City's Certified Purchasing Officer must sign off on all contracts to confirm conformance with the Procurement Code.
5. The City Manager is authorized to approve internal budget adjustments within a department fund.
6. The authority to enter into legal settlement agreements for amounts of Ten Thousand Dollars (\$10,000) or less is delegated to the City Manager. Any contract or settlement agreement entered into pursuant to this resolution shall be presented to the City Commission at its next regular meeting after the date of execution by the City Manager.
7. The City Commission retains the authority to enter into legal settlement agreements in excess of the City Manager's Authority.
8. The authority to pay insurance deductibles for amounts of Twenty-Five Thousand Dollars (\$25,000) or less is delegated to the City Manager.
9. The City Manager may prepare and submit applications for grants, though the determination whether to execute a grant agreement rests solely within the discretion of the City Commission.
10. The City Commission retains the authority to enter in Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements.
11. All Contracts, Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements must be submitted to legal counsel for review.
12. This resolution will apply to all renewals subject to the terms noted above.
13. This resolution shall serve to amend Resolution No. 46 20/21.

PASSED, ADOPTED and APPROVED this 12th day of February 2025.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: G.2

SUBJECT: Resolution No. 28 24/25 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: February 6, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 28 24/25 Final Budget Adjustment Requests for Fiscal Year 2024-2025

Attachments:

Resolution No 28 24/25

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 2-12-25



RESOLUTION NO. 28 24/25

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2024-2025.

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

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2024-2025; and

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

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

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

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

PASSED, ADOPTED and APPROVED this **12th day of February, 2025**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
 FISCAL YEAR: 2024-25 2/12/2025
 DFA Resolution Number: 28 24/25
 BAR NUMBER 9

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1003-80810	GF -Other Capital Equip/Vehicles	Expense	\$ -	\$ 30,000	\$ 30,000	City Manager Vehicle 2025 Chevrolet Equinox NM State Price Agreement #40-00000-24-00068 Item #9
							\$ -	
							\$ -	
2	360	360-7044-45600	WTR - Match	Expense	\$ -	\$ 440,000	\$ 440,000	NMFA CIF-6441 Water Infrastructure - Waterline Replacement
2	360	360-7044-39935	WTR - Transfer In	Revenue	\$ -	\$ 440,000	\$ 440,000	NMFA CIF-6441 Water Infrastructure - Waterline Replacement
2	315	315-9003-49930	CI JT - Transfer Out	Expense	\$ 4,521,908.00	\$ 440,000	\$ 4,961,908	NMFA CIF-6441 Water Infrastructure - Waterline Replacement
							\$ -	
ATTEST: Angela Torres, Clerk-Treasurer (Date) Rolf Hechler, Mayor (Date)								



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: G.3

SUBJECT: Resolution No. 29 24/25 Amending Animal Shelter Adoption Fees to include Microchips

DEPARTMENT: ANIMAL SHELTER

DATE SUBMITTED: January 29, 2025

SUBMITTED BY: TARA MANNING

WHO WILL PRESENT THE ITEM: TARA MANNING, ANIMAL SHELTER SUPERVISOR

Summary/Background:

THE CURRENT ANIMAL SHELTER ADOPTION FEE INCLUDES ANIMAL TESTING, VACCINATIONS, AND STERILIZATION FEE (IF THE ANIMAL IS OLD ENOUGH). THE AMENDED FEES WILL INCLUDE ALL OF THE PREVIOUS STATED AS WELL AS BEING MICROCHIPPED. THE SHELTER WILL REGISTER THE MICROCHIP ON BEHALF OF THE NEW OWNER AS WELL.

Recommendation:

APPROVE ADOPTIONS FEES.

Attachments:

- CURRENT ANIMAL SHELTER FEES (EXHIBIT A)
- PROPOSED ANIMAL SHELTER FEES (EXHIBIT A)

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-12-25



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 29 24/25

A RESOLUTION AMENDING FEES FOR THE ANIMAL SHELTER

WHEREAS, The City of Truth or Consequences owns and operates the Truth or Consequences Animal Shelter and is responsible for establishing fees and other charges; and

WHEREAS, The City staff has reviewed rates charged by other area Animal Shelters and determined the proposed fee set forth on Exhibit A are reasonable to other shelter fees.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Truth or Consequences:

1. The Animal Shelter Fees as set forth in Exhibit 'A', attached hereto and incorporated herein by this reference, will be effective immediately upon adoption.
2. The City Commission may review the fees set forth in Exhibit A annually.
3. The City Manager or his/her designee at his/her discretion may waive or reduce fee(s) on existing verbal or written agreements in effect upon adoption of this resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED that this Resolution repeals Resolution No. 03 22/23.

PASSED, APPROVED AND ADOPTED this 12th day of February 2025.

Rolf Hechler, Mayor

Angela Torres, City Clerk - Treasurer

EXHIBIT A
ANIMAL SHELTER FEES

	<u>FEE</u>	<u>DESCRIPTION</u>
<u>ADOPTION FEES</u>		
CANINE UP TO 7 YEARS	\$70.00	All animals are tested, vaccinated, microchipped and may be sterilized before adoption.
CANINE OVER 7 YEARS	\$45.00	
FELINE UP TO 7 YEARS	\$60.00	
FELINE OVER 7 YEARS	\$35.00	
SMALL ANIMAL	\$10.00	To include chickens, rabbits, rats, birds, etc.
GOATS	\$35.00	All other livestock will be referred to the Livestock Inspector.
NON-STERILIZATION DEPOSIT	\$25.00	Will be refunded upon proof of sterilization within 30 days. Sterilization agreement must be executed or breeder permit obtained (may be subject to age/weight requirements)
ADPTION PRICES CAN CHANGE FOR A SPECIAL ADOPTION EVENT		
<u>IMPOUND FEES</u>		
IMPOUND FEE	\$30.00	1st offense, then impound fee will increase by an additional \$10.00 every time the animal is impounded for (1) calendar year.
IMPOUND BOARDING FEE	\$15.00	Per day on all animals impounded.
NON-STERILIZATION DEPOSIT	\$25.00	Will be refunded upon proof of sterilization within (30) days. Sterilization agreement must be executed or breeder permit obtained (may be subject to age/weight reuirements).
OWNER SHALL BEAR THE COST OF ANY EXPENDITURES WHILE ANIMAL IS CONFIEND (INCLUDING VETERINARY SERVICES).		
<u>OTHER FEES</u>		
ANIMAL COURT CASE	\$15.00	Per day: Animals not picked up within 72 hours after court release shall become property of the animal shelter.
MANDATORY QUARANTINE (10 DAYS)	\$10.00	Per day: Animals not picked up within 72 hours after court release shall become property of the animal shelter.
INCARCARATION HOLD	\$15.00	The Shelter will hold animals up to five(5) calendar days. After five(5)days the animal may become the property of the shelter. A boarding fee will be applied after 72 hours
MEDICAL HOLD	\$15.00	The Shelter will hold animals up to ten(10) calendar days. After ten(10) days the animal may become the property of the shelter. A boarding fee will be applied after 72 hours
OWNER SHALL BEAR THE COST OF ANY EXPENDITURES WHILE ANIMAL IS CONFINED (INCLUDING VETERINARY SERVICES).		
<u>MISC. FEES</u>		
MICROCHIP	\$20.00	Owner information must be provided. Proof of animal license may be required.
OWNER SURRENDER	\$30.00	Animal information form preferred to help aide in future adoption.
SMALL ANIMAL OWNER SURRENDER	\$10.00	To include chickens, rabbits, rats, birds, etc.
NMGRT WILL BE ADDED TO ALL FEES EXCEPT OWNER SURRENDER FEES.		



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: G.4

SUBJECT: Discussion/Action - Resolution No. 30 24/25 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to The New Mexico Finance Authority for the Colonias Infrastructure Fund

DEPARTMENT: Community Development

DATE SUBMITTED: February 6, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

The deadline to complete and submit the Colonias Application is March 6, 2025. Staff would like to apply for planning services for the Municipal Wastewater Collections System PER Project in the amount of \$150,000 Grant, 10% match of \$15,000 and 10% loan of \$15,000. The project includes the preparation of a preliminary engineering report (PER) for a City-Wide wastewater collection system evaluation. The PER will identify and prioritize improvements to increase system resiliency, efficiency, and reduce O&M costs.

Recommendation:

Approve Resolution 30 24/25

Attachments:

- Resolution 30 24/25
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-12-25



RESOLUTION NO. 30 24/25

A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND.

WHEREAS, the City of Truth or Consequences (“Governmental Unit”) is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 (“Act”), and the City Commission (“Governing Body”) is authorized to borrow funds and/or issue bonds for the financing of public projects for benefit of the City; and

WHEREAS, the New Mexico Finance Authority (“Authority”) has instituted a program for the financing of projects from the Colonias Infrastructure Fund created under the Act and has developed an application procedure whereby the City may submit an application (“Application”) for financial assistance from the Authority for public projects; and

WHEREAS, the City intends to undertake planning services for the Municipal WW Collections System PER Project (“Project”) for the benefit of the City and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the project type falls under Wastewater Infrastructure and will undertake planning services for the Municipal WW Collections System PER Project. The financial assistance requested is in the amount of \$150,000. The City is committed to a 10% match of \$15,000.

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved, and confirmed.

Section 2. That the submission of the application requesting funding from the Colonias Infrastructure Fund, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of February 2025.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.1

SUBJECT: Possible rescission of Ordinance No. 767

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 7, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Attorney Rubin

Summary/Background:

Discussion regarding the Possible rescission of Ordinance No. 767.

Recommendation:

-

Attachments:

- None

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-12-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.2

SUBJECT: Request for the use of the Civic Center parking lot
DEPARTMENT: -
DATE SUBMITTED: February 7, 2025
SUBMITTED BY: Larry Wilkin
WHO WILL PRESENT THE ITEM: Larry Wilkin

Summary/Background:

Request to use the Civic Center Parking Lot 1 day a month to be used as a food/drop off for seniors of Truth or Consequences. Food Bank Road Runner will supply 25 lbs. of dry goods and 25 lbs. of perishables for seniors on a monthly basis. This is the ideal location for the New Hope Revival Church to assist seniors with food as they are parked next door to the Senior Meal Site. Volunteers will set up tables, pass out food and clean parking area of leftovers.

Recommendation:

-

Attachments:

- None.

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-12-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.3

SUBJECT: Discussion/Action: Reconfiguring Parks Department by changing Parks Field Supervisor back to Parks and Recreation Manager

DEPARTMENT: Parks

DATE SUBMITTED: February 7, 2025

SUBMITTED BY: O.J. Hechler

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

Summary/Background: The Parks Department previously changed the job description and duties of the Parks and Recreation Manager to Parks Field Supervisor. The City has had the Parks Field Supervisor position advertised and open for several weeks and has not been able to fill this position. The City chooses to change the job description and job duties back to Parks and Recreation Manager to attract a qualified manager to assume all managerial duties to include administrative, planning, organizing, and directing staff for the overall day to day operations.

Recommendation:

Approve

Attachments:

[Click here to enter text.](#)

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 2-12-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.4

SUBJECT: Discussion/Action - 2025 loan renewal package for the T-33 aerospace vehicle(s) on loan to the city from the National Museum of the United States Air Force Static Display Program

DEPARTMENT: Community Development

DATE SUBMITTED: February 6, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

NMUSAF has an annual Department of Defense requirement to ensure that each loan account verifies the property in their care is used for approved purposes, is being maintained and protected according to the loan agreement, and that the borrowing organization still desires to retain the property. We are now in our first five-year loan renewal cycle that spans from 1 April 2024 to 31 March 2029. T-33 is located on display at the T or C Municipal Airport.

Recommendation:

Approve and Execute Loan Renewal Package

Attachments:

- Loan Renewal Letter
- Inventory Sheet
- Point of Contact Sheet
- T-33 Pictures

Fiscal Impact (Finance): No

Item is insured for the value of \$10,000.00 as part of Airport Assets

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-12-25



DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™
1100 SPAATZ STREET
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102

6 January 2025

CITY OF TRUTH OR CONSEQUENCES (SDA0220)
AIRPORT MANAGER
MR CHAD A ROSACKER
505 SIMS ST
TRUTH OR CONSEQUENCES NM 87901-2724

Enclosed is the 2025 loan renewal package for the aerospace vehicle(s) on loan to your organization from the National Museum of the United States Air Force (NMUSAF). The required actions should be completed and returned to the NMUSAF no later than **31 March 2025**.

We are now in our first five-year loan renewal cycle that spans from 1 April 2024 to 31 March 2029.

NMUSAF has an annual Department of Defense requirement to ensure that each loan account verify the property in their care is used for approved purposes, is being maintained and protected according to the loan agreement, and that the borrowing organization still desires to retain the property. NMUSAF fulfills this requirement with the return of the completed inventory report and Point of Contact (POC) sheet. Please see these attached documents.

To complete the inventory report: physically inspect each item on loan. Annotate any discrepancies such as additions (attached munitions), shortages, damage, or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement on the inventory.

To complete the POC sheet: Review the sheet and make handwritten changes to reflect updated information or highlight any typed changes. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization (no exceptions)
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: The individual to whom all correspondence from the NMUSAF will be sent and who can answer questions about the item(s) on loan. This

person may be different than the Historical Property Custodian but must be affiliated with the borrowing organization (an employee of the municipality or volunteer with the veterans organization).

- Email Address: This is the email address for all correspondence. Please consider making this an organizational email address or adding an additional organizational email address.

The certification package may be emailed to NMUSAF.MUC.StaticDisplay@us.af.mil or sent through physical mail to:

**NATIONAL MUSEUM OF THE USAF/MUC
ATTN: STATIC DISPLAY PROGRAM
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433-7102**

Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Department of the Air Force history. If you have any questions, please contact me at NMUSAF.MUC.StaticDisplay@us.af.mil.

Sincerely

Melissa Shaw

MELISSA SHAW
Community Static Display Program Administrator

Attachments:

1. 2025 Inventory Report
2. Point of Contact Information Sheet

**NATIONAL MUSEUM OF THE U.S. AIR FORCE
INVENTORY REPORT
RCS: HAF-HO(A) 8801**

Loan Account Number: SDA0220

03-Jan-25

Catalog Number	Nomenclature	Field Site Location	Value
SD-2000-0291	AIRCRAFT, T-33A, 51-9022	Municipal Airport	\$10,000.00

I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.

Signature:

(Historical Property Custodian)

Rolf Hechler

Typed or Printed Name

Mayor

Typed or Printed Title

2-12-2025

(Date)

National Museum of the United States Air Force™
Loan Account Point of Contact
2025

Loan Account Number SDA0220

City/Organization Name **CITY OF TRUTH OR CONSEQUENCES**

Mailing Address 505 SIMS ST

City TRUTH OR CONSEQUENCES

State NM

Zip Code 87901-2724

Change:

Historical Property Custodian MRS TRACI ALVAREZ

Title ASST. CITY MANAGER

Change:

Mr. Rolf Hechler - Mayor

Primary Point of Contact (POC) MR CHAD A ROSACKER

Title AIRPORT MANAGER

Change:

Mrs. Traci Alvarez - Assistant City Manager

Primary POC Phone Numbers 575-894-6199

Change:

575-952-0565

Primary POC Email Address talvarez@torcnm.org

Change:



Check here if changes have been made to POC sheet



Changes have been updated in database *(National Museum use only)*







LOCKHEED T-33
2 place trainer version of F80

Top Speed 600mph Wing span 19' 6" Length 31' Range 1,274 miles
Engine type Allison J33 4200lb thrust (4000 hp / 2750mph)
First flight 1948 Service Ceiling 60,000
America's First Production Jet America's Longest lasting Jet Trainer
Testament to the beginning of Jet Aviation
This Aircraft was flown by Joe Kittlinger, Legendary Testpilot
"Also known as" Shooting Star, T-Girl





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.5

SUBJECT: Discussion/Action - Memorandum of Understanding Between the County of Sierra and The City of Truth or Consequences for The Provision of Emergency Management Services

DEPARTMENT: Community Development

DATE SUBMITTED: February 6, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager/Ryan Williams, Emergency Services Administrator Sierra County

Summary/Background:

The purpose of this MOU is to outline the terms and conditions under which the County shall provide Emergency Management Services to the City, including but not limited to the development and maintenance of a Hazard Mitigation Plan, training, exercises, and coordination of emergency management efforts.

Recommendation:

Review/Approve MOU

Attachments:

- MOU
-

Fiscal Impact (Finance): Yes

\$10,000.00 Annually

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-12-25

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SIERRA AND
THE CITY OF TRUTH OR CONSEQUENCES FOR THE PROVISION OF
EMERGENCY MANAGEMENT SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the **County of Sierra** ("County"), a political subdivision of the State of New Mexico, and the **City of Truth or Consequences** ("City"), a municipality of the State of New Mexico.

RECITALS:

WHEREAS, the City 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, both the City and County are statutorily charged with protecting the property of the governmental entity and its residents, and to preserve peace and order; and,

WHEREAS, the City desires to enhance its emergency management capabilities and ensure the safety and well-being of its residents through emergency management services provided by the County; and,

WHEREAS, the County is equipped and able to provide Emergency Management Services (EMS), including the preparation and maintenance of a Hazard Mitigation Plan (HMP), to the City; and,

WHEREAS, the County and City wish to formalize an agreement outlining the terms and conditions under which these services will be provided.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. PURPOSE

The purpose of this MOU is to outline the terms and conditions under which the County shall provide Emergency Management Services to the City, including but not limited to the development and maintenance of a Hazard Mitigation Plan, training, exercises, and coordination of emergency management efforts.

2. SCOPE OF SERVICES

The County will provide the following services to the City:

A. Emergency Operations Plan (EOP)

1. The County Office of Emergency Management (OEM) shall prepare, update, and maintain a current Hazard Mitigation Plan for both the City and County.

2. The County will provide a printed copy of the HMP to the City Manager on an annual basis.
3. The County will make presentations upon request to the City regarding the Plan, emergency planning, or disaster relief issues as appropriate.

B. Coordination and Training

1. The County will coordinate workshops, exercises, and training for the City departments in accordance with emergency management best practices.
2. The County will conduct emergency preparedness and disaster relief drills or exercises involving all essential entities of the City to ensure preparedness for a variety of emergency situations.

3. PAYMENT FOR SERVICES

A. Annual Fee: The City agrees to pay the County an annual fee of **Ten Thousand Dollars (\$10,000)** for the provision of Emergency Management Services as described in this MOU.

B. Payment Terms: Payments are due within **30 days of receipt of an invoice** from the County for the services provided.

C. Pro-Rated Payment for Present Fiscal Year: For the current fiscal year ending on June 30, 2025, the annual fee shall be pro-rated, with payment due upon receipt of an invoice from the County.

4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the services outlined in Section 2 in a professional and timely manner. The County will make reasonable efforts to provide these services based on the availability of resources and in accordance with applicable laws and regulations.

5. OBLIGATIONS OF THE CITY

The City agrees to:

1. Ensure timely payment for services provided under this MOU as outlined in Section 3.
2. Provide necessary access and cooperation to County personnel in carrying out the provisions of this MOU.
3. Participate in the planning, coordination, and execution of emergency management activities as requested by the County.

6. LIABILITY:

A. No Party shall be responsible for liability 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 and New Mexico Civil Rights Act.

- A. 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.

7. 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.

8. 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.

9. SURPLUS FUNDS: After completion of the Agreement's purpose, any surplus money on hand shall be returned in proportion to the contributions made.

10. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS: Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

11. 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.

12. APPROPRIATIONS: Performance under this Agreement is contingent upon sufficient authority and appropriations.

13. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Mexico.

14. EFFECTIVE DATE, TERM AND TERMINATION OF AGREEMENT:

- A. This Agreement shall become effective January 1, 2025.
- B. This Agreement shall terminate on June 30, 2029, unless extended by mutual agreement of both parties hereto.
- 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.

15. 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.

16. 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.

17. 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.

18. 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
Truth or Consequences, NM 87901

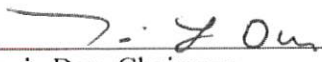
City:

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

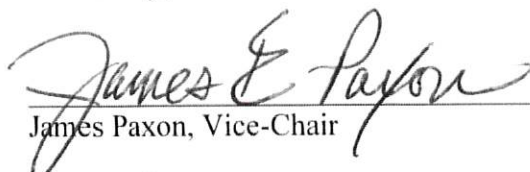
IN WITNESS WHEREOF, each Party has executed this Agreement effective upon the approval of both parties.

Approved, adopted and passed this 28th day of January 2025.

**SIERRA COUNTY
BOARD OF COUNTY COMMISSIONERS**



Travis Day, Chairman

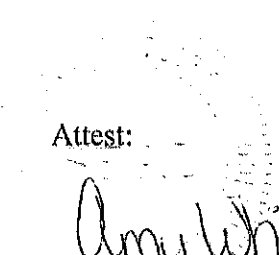


James Paxson, Vice-Chair



Hank Hopkins (Jan 29, 2025 12:18 MST)
Hank Hopkins, Commissioner

Attest:


Amy Whitehead
Amy Whitehead
Sierra County Clerk

CITY OF TRUTH OR CONSEQUENCES

Mayor

Date

Attest:

120524 MOA with T or C for OEM001

Final Audit Report

2025-01-29

Created:	2025-01-29
By:	Monica Zepeda (mzepeda@sierraco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARVaYsh4ogauKAdBwtljc6PjPBjYXtxy

"120524 MOA with T or C for OEM001" History



Document created by Monica Zepeda (mzepeda@sierraco.org)

2025-01-29 - 3:32:39 PM GMT



Document emailed to Hank Hopkins (hhopkins@sierraco.org) for signature

2025-01-29 - 3:32:44 PM GMT



Email viewed by Hank Hopkins (hhopkins@sierraco.org)

2025-01-29 - 7:17:06 PM GMT



Document e-signed by Hank Hopkins (hhopkins@sierraco.org)

Signature Date: 2025-01-29 - 7:18:14 PM GMT - Time Source: server



Agreement completed.

2025-01-29 - 7:18:14 PM GMT



Adobe Acrobat Sign



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.6

SUBJECT: Discussion/Action – Engineering Services Agreement between the City of T or C and Wilson and Co. for Water System Shovel Ready Projects

DEPARTMENT: Community Development

DATE SUBMITTED: February 6, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

The city received Capital Appropriation in the amount of \$4.4M for the purpose of Shovel Ready Water System Projects that were designed under various other funded water system improvement projects but not constructed due to funding shortfalls. The Grant Agreement was received in August 2024, a BAR was submitted to Commission September 2024 to add funding to the budget. Submission of project documents to NMENV Construction Programs Bureau October 2024 for 30–45-day review and concurrence, Sole Source procurement required and subsequently submitted December 2024 and approved January 2025. The executed agreement will be sent to NMENV Construction Programs Bureau for final review and concurrence. Once NMENV concurs and obligates the funds, engineer can repackage the designs into 1 complete bid document for NMENV review and concurrence and then bid project. Recommendation of bid award will require NMENV review and concurrence prior to construction start.

Recommendation:

Approve Engineering Services Agreement

Attachments:

- Engineering Agreement
- Water project and funding sheet breakdown
- Project Scope (pages 26-27 of agreement)

Fiscal Impact (Finance): Yes

\$456,137.18

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-12-25

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 13th day of February 2025 (effective date) by and between City of Truth or Consequences hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers & Architects hereinafter referred to as the ENGINEER. This contract expires on 12/30/26.

re-alignment of the waterline
on

The OWNER intends to construct a Project consisting of the ~~re-design of~~ Broadway St, re-packaging completed designs in to one construction package for bidding, along with construction administration and observation for the portion of the WSPI-1, DWSRF Waterline, and MSD projects that were short in their original funding to complete their construction.

In Sierra County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

CONTENTS

SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
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18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally
Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

Engineer Services During the Planning Phase
Engineering Services During the Design Phase
Engineering Services During the Construction Phase
Engineering Services During the Operation Phase

SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- ☒ Attachment I – Insurance - required
- ☐ Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☒ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

- ☒ Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☒ Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof. and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate “None”)

☐ None

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☐ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER’s decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☐ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER’s only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS
used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER’S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Gary Whitehead

Title City Manager

By:  Date: 01/30/2025

ENGINEER

Type Name Brian McBride

Title Vice President, Water/Wastewater

Address Wilson & Company, Inc., Engineers & Architects

4401 Masthead, Suite 150

Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13th day of February, 2025 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this _____ day of _____, 20____ (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

See the detailed description of the following in the EXHIBIT A - Scope of Service

TASK 100 – PROJECT MANAGEMENT

TASK 300 – ENGINEERING DESIGN

B. Cost Proposal – Include hourly breakdown for each task

See EXHIBIT A - Scope of Service for Tasks 100 and 300

C. Reimbursable Expense Schedule

NA

D. Contract Time shall be 188 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by 8/20/25 (DATE). If design phase services have not been completed and accepted by 9/20/25 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$122,503.66, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Gary Whitehead

Title City Manager

By: Brian P. McBride Date: 01/30/2025

ENGINEER

Type Name Brian McBride

Title Vice President, Water/Wastewater

Address Wilson & Company, Inc., Engineers & Architects

4401 Masthead, Suite 150

Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13th day of February, 2025 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this _____ day of _____, 20____ (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

See the detailed description of the following in the EXHIBIT A - Scope of

TASK 400 – BIDDING SERVICES

TASK 500 – CONSTRUCTION ADMINISTRATION ASSISTANCE

TASK 600 – CONSTRUCTION OBSERVATION

B. Cost Proposal – Include hourly breakdown for each task

See EXHIBIT A - Scope of Service for Tasks 400, 500, and 600

C. Reimbursable Expense Schedule

NA.

D. Contract Time shall be 562 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by 08/29/2026 (DATE). If construction phase services have not been completed and accepted by 09/29/2023 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$302,056.83, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Gary Whitehead

Title City Manager

By:  Date: 01/30/2025

ENGINEER

Type Name Brian McBride

Title Vice President, Water/Wastewater

Address Wilson & Company, Inc.

4401 Masthead, Suite 150

Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

City of Truth or Consequences***Shovel Ready Water Projects 1, Design, Bidding & CA Services******Scope and Fee Proposal******Table of Contents***

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City of Truth or Consequences

Shovel Ready Water Projects 1, Design, Bidding & CA Services

Scope and Fee Proposal

INTRODUCTION

The City of Truth or Consequences (T or C) completed portions of the construction on the Main Street District Water Improvements (MSD) and the DWSRF Water System Improvements (DWSRF) projects and encountered a funding short fall to complete the entire scope of these projects. Additionally, the City needs to move forward with the construction of the Water System Performance Improvements 1 (WSPI-1) project, which does not have enough funding to complete. The City plans to utilize the Capital Appropriation Project funding SAP 24-I2460-GF to complete these projects. The project will utilize the total funding amount of \$4,400,000 for engineering, inspection services, and construction of as much of the near shovel ready projects as the funding will allow.

The MSD, DWSRF, and WSPI-1 projects are currently established as separate City projects. This proposal specifies the re-packaging scope of services and schedule that Wilson & Company proposes to these near shovel ready sections of the “WSPI-1”, “MSD”, and “DWSRF” projects into a standalone package to be solicited for bids and constructed using \$4.4 million funding T or C has available through the SAP 24-I2460-GF. This proposal also provides a detailed table of the anticipated fees and preliminary milestone schedule for the consulting effort.

updated

SCOPE OF SERVICES

BACKGROUND

The scope of services and schedule that Wilson & Company proposes to re-package the sections of the “WSPI-1”, “MSD”, and “DWSRF” projects into a standalone package to be solicited for bids and constructed using the funding \$4.4 million T or C has available through the Capital Appropriation Project funding SAP 24-I2460-GF. The sections of these projects are as described below and will require some re-alignment, sheet reorganization and re-numbering, conformity to the standard details and construction notes, along with conformity to the Bid schedule, contract documents, and specifications:

- WSPI-1: The 12” Pump Transmission waterline from Cook Street Booster to Morgan Street. Approximately 5,900-LF needs re-alignment to meet the NMDOT permit requirements, that was not complete under the original project.

- MSD: Cook Street Booster Station Water Storage Tank and Date Street Waterline from Broadway to Riverside. Approximately 840-LF
- DSWRF: Finish the 8" waterline on 2nd Street from Ash Street to Silver Street. Approximately 2,600-LF

TASK 100 – PROJECT MANAGEMENT

For this task Wilson & Company will provide all the project coordination with the City, which will include the following sub-tasks.

Subtask 101 – Project Work Plan and Setup

Wilson & Company will develop a project management plan and schedule for distribution to team members as the guidance to complete this project. Along with the completion of the project set-up.

Subtask 102 – Kick-off Meeting

Wilson & Company Senior Project Manager will schedule and hold a project kick-off to discuss the engineering approach of the design, introduce team members, present the schedule, and contract requirements.

Subtask 103 – Design Progress meetings

Wilson & Company will hold eight (8) progress meetings bi-weekly throughout the project and provide an updated Microsoft Project schedule detailing the tasks completed and tasks next to be completed, helping progress the projects in a clear and deliberate manner. Progress reports will provide the project team members with updates on task completion, anticipated tasks, and schedule updates.

Subtask 104 – Project Administration

Project Administration includes services of general correspondence, which are not limited to progress reports, project emails, schedule coordination, and other regular coordination specifically pertaining to the overall project.

TASK 200 – PRE-ENGINEERING – NOT USED FOR THIS PROJECT SCOPE**TASK 300 – ENGINEERING DESIGN**

For this task Wilson & Company will require re-alignment, sheet reorganization and re-numbering, conformity of the standard details and construction notes, along with conformity to the Bid schedule, contract documents, and specifications. It will include the following subtasks:

Subtask 301 – Plan Production

Under this subtask, Wilson & Company will need to Re-align the WSPI 1 project to meet NMDOT permit requirements, compile the drafted plans by reorganization of the sheets, re-numbering of the sheets, conformity of the standard details, and conformity of the construction notes to compile in to an approximately 78-sheet construction plan set. The final construction plans will be reviewed by the city and funding agency, then sealed by a Wilson & Company New Mexico Licensed Engineer.

Subtask 302 – Technical Specifications

This subtask involves Preparation of construction project manual, including the Front-end documents in EJCDC format to meet the funding agency requirements and Supplemental Technical Specifications for all project-specific equipment, instrumentation, and other construction elements not otherwise covered in standard technical specifications. The final construction documents will be reviewed by the city, then sealed by a Wilson & Company New Mexico Licensed Engineer.

Subtask 303 – Engineers Cost Estimate

Wilson & Company will prepare an Engineers Construction Cost Estimate at the final submittal milestone.

Subtask 304 – QA/QC Review

Wilson & Company will conduct Quality Assurance and Quality Control (QA/QC) reviews of all milestone submittal documents through the course of design. The QA/QC reviews are intended to verify that the design is consistent with the concept the initial scope, back check that information portrayed in the drawings and technical specifications is consistent across documents and matches the basis of design memos, calculations, and design criteria, and Client, regulatory authority, and internal comments have been documented and addressed prior to subsequent submittals.

TASK 400 – BIDDING SERVICES

For this task Wilson & Company will provide full bidding services for this project. It will include the following subtasks:

Subtask 401 – Prebid Meeting & Site Visit

Wilson & Company will facilitate an on-site pre-bid meeting and a site visit to review the details of the construction bid package with potential bidders.

Subtask 402 – Response to Bidders Questions

During the bidding process Wilson & Company will receive questions from bidders and issue addenda providing clarification to bidders.

Subtask 403 – Bid Opening Meeting

Wilson & Company will facilitate the bid opening by publicly reading the documents and tacking bids received via a log.

Subtask 404 – Review and Tabulation of Bids

Wilson & Company will tabulate bids and review bids received for completeness and correctness. Under this subtask we will also assist with the review of apparent low bidders' qualifications per the established selection criteria.

Subtask 405 – Prepare Recommendation of Award Letter

Wilson & Company will utilize the information from previous subtask to draft a Recommendation of Award Letter and submit a recommendation to the city for consideration.

Subtask 406 – Prepare Conformed Construction Documents

Wilson & Company will edit construction documents to reflect awarded contractor's bid.

Subtask 407 – Present Recommendation of Award to Commission

Wilson & Company will present the recommendation of award to the city commission for Contract Award Approval.

TASK 500 – CONSTRUCTION ADMINISTRATION ASSISTANCE

Under this task Wilson & Company will provide construction engineering and administration assistance services to the City in support of the installation of the designed improvements. This will include the following subtasks:

Subtask 501 – Preconstruction Conference

Wilson & Company will facilitate the preconstruction conference with the owner, contractor, and the funding agency to discuss the project and the contract requirements of the project.

Subtask 502 – Shop Drawing Reviews

The project team will coordinate and review the shop drawing submittals from the contractor as designated in the contract specifications. The shop drawings will be reviewed for design compliance based on the specifications and project compatibility and will be returned to the contractor marked, “Approved”, “Approved as Noted”, “Revise and Resubmit”, or “Not Reviewed”.

The shop drawings reviews will be limited to the submittals identified in the contract documents that are required for submittal; additional submittals will be reviewed at the discretion of Wilson & Company or returned marked as “Not Reviewed”. This subtask will include up to two (2) resubmittal reviews.

Subtask 503 – Construction Progress Meetings

In this subtask, Wilson & Company personnel will attend the monthly construction meetings held by the contractor, will keep and organize filed notes for observation periods, and will develop inspection reports for required inspections and testing. This proposal assumes no more than 10 monthly progress meetings. If additional meetings are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 504 – Review of RFI’s

Wilson & Company engineers will be available for the contractor to contact during construction to answer questions and provide solutions to issues that may arise during construction. Assume 15 RFI requests. If additional RFIs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 505 – Review of Change Order Proposals

Wilson & Company engineers will evaluate the contractors change order proposals that may be required due to construction complications or unforeseen field conditions. The engineer will compile the change order and coordinate with the city, funding agencies, contractor, and regulatory agencies. This proposal assumes no more than 8 Change Order Proposals (COPs). If additional COPs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 506 – Review of Pay Applications and Schedules

Under this subtask, Wilson & Company will review and monitor the Contractor's Construction Schedule, including the 2-week and overall schedule. It will also include reviewing the Contractor's monthly pay applications and providing the Owner with recommendations for payment.

Subtask 507 – Site Visits

This subtask includes Wilson & Company personnel conducting monthly site visits in addition to the monthly construction meeting, which may include a mid-month progress meetings. This proposal assumes no more than 10 site visits. If additional site visits are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 508 – Substantial Completion Walk Through

This subtask includes Wilson & Company personnel coordinating and conducting a Substantial Completion inspection with the contractor, the city, and the funding agency, that will include any project punch list items required for final payment to the contractor.

Subtask 509 – Final Completion Walk Through

This subtask includes Wilson & Company personnel coordinating and conducting a Final Completion Walk Through with the contractor and the city to ensure all punch list item have been corrected prior to recommending final payment to the contractor.

Subtask 510 – As-Built Record Drawings

The development of the Record Drawings will require monitoring and reviewing the Contractor's markups during construction, and then using the completed Contractor markups to develop the

final Record Drawings for the construction. This subtask will also include the engineering certification upon completion of construction.

TASK 600 – CONSTRUCTION OBSERVATION

Under this task, Wilson & Company will provide construction observation services to the City in support of the installation of the designed improvements. This will include the following subtasks:

Subtask 601 – On-site Construction Observation

Wilson & Company will provide a qualified inspector to be on site during construction, full time to observe activities, perform site inspections, and monitor contractor compliance with the construction specifications. The effort allocated under this subtask assumes the period of construction duration and identified milestone schedule for the project provided below. Site observation and inspection services are estimated for 10-month construction period, If a longer period of time is required, Wilson & Company will advise the City and request a change to this scope of services and fee.

TASK 700 – ADDITIONAL SERVICES– NOT USED FOR THIS PROJECT SCOPE**TASK 800 – OTHER SERVICES – NOT USED FOR THIS PROJECT SCOPE****SCOPE-LIMITING ASSUMPTIONS**

The scope of services detailed above is based on the following assumptions:

- Any items not specifically included within the scope of this proposal are excluded.
- The design will be based on the items listed and will not include additional facilities or services.
- The drawings will be designed on 22x34-inch format as the full-size prints, with minimum font size and depiction standards for clear readability.
- All review submittals will be in electronic pdf format.
- Reproduction costs for plans, exhibits, reports, etc., if any, will be billed as a reimbursable expense allowance on a Time and Material basis.

PRELIMINARY PROJECT MILESTONE SCHEDULE

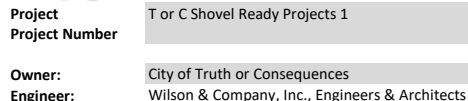
For this project, the following milestone schedule is proposed:

Notice-to-Proceed:	February 3, 2025
Kickoff Meeting	February 13, 2025
90% Submittal	June 12, 2025
100% Submittal	August 10, 2025
Advertise for Bid	August 25, 2025
Bid Opening	September 30, 2025
Construction Start	October 20, 2025
Construction End	August 20, 2026

FEE PROPOSAL

Wilson & Company proposes to complete the services describe above for a Lump Sum contract amount of **\$424,560.49 excluding NMGR**T, **\$456,137.18 after NMGR**T is applied. The fee estimate table below is provided for informational purposes only and is not intended to set budget limits for individual tasks or hour budgets for specific personnel on the project. However, the rates shown will be the rate allocated to each individual on the project in accordance with the rate category.

		TASK 100 - PROJECT MANAGEMENT	TASK 200 - PRE- ENGINEERING - NOT USED	TASK 300 - ENGINEERING DESIGN	TASK 400 - BIDDING SERVICES	TASK 500 - CONSTRUCTION ADMINISTRATION	TASK 600 - CONSTRUCTION OBSERVATION	TASK 700 - ADDITIONAL SERVICES - NOT USED	TASK 800 - OTHER SERVICES - NOT USED	
Staff	Classification	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	
Sr. Proj. Manager	P5	41	0	76	29	110	0	0	0	256
Licensed Engineer	P4	18	0	144	42	144	0	0	0	348
Unlicensed Engineer III	P3	15	0	280	52	268	0	0	0	615
Unlicensed Engineer II	P2	0	0	260	0	0	0	0	0	260
Construction Observer	FC4	0	0	0	0	10	1600	0	0	1610
Total Hours by Task:		74	0	760	123	532	1600	0	0	3089
Expenses:		\$ 214.40	\$ -	\$ -	\$ 428.80	\$ 4,817.30	\$ 4,020.00	\$ -	\$ -	\$ 9,480.50
Task Sub-Total (excl. NMGR):		\$14,099.83	\$ -	\$108,403.83	\$20,393.12	\$88,494.90	\$ 193,168.80	\$ -	\$ -	\$ 424,560.49



This Manhour Worksheet is based upon our approved 2024-2025 Interim Wilson & Company Rate Schedule and is provided as an estimate of overall project effort. It is not intended to be used as a basis for rate limits or task

WBS	TASK/SUBTASK/DESCRIPTION	Sr. Proj. Manager Hrs.	Licensed Engineer Hrs.	Unlicensed Engineer III Hrs.	Unlicensed Engineer II Hrs.	Construction Observer Hrs.	Labor Hours	MILEAGE & MISC. EXPENSES \$	Task Total: \$	Schedule/Notes:
100	TASK 100 - PROJECT MANAGEMENT									
101	PROJECT WORK PLAN AND SETUP	6	3				9		\$ 1,804.38	
102	KICKOFF MEETING	7	7	7			21	\$ 214.40	\$ 3,800.35	
103	DESIGN PROGRESS MEETINGS (1-HR DURATION, BI-WEEKLY)	8	8	8			24		\$ 4,098.22	
104	PROJECT ADMINISTRATION	20					20		\$ 4,396.88	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	41	18	15	0	0	74	\$ 214.40	\$ 14,099.83	
300	TASK 300 - ENGINEERING DESIGN									
301	PLAN PRODUCTION	60	120	240	240		660		\$ 93,330.00	
302	TECHINCAL SPECIFICATIONS	10	15	30	20		75		\$ 10,992.20	
303	ENGINEERS COST ESTIMATE	2	5	10			17		\$ 2,555.17	
304	QA/QC REVIEW	4	4				8		\$ 1,526.46	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	76	144	280	260	0	760.00	\$ -	\$ 108,403.83	
400	TASK 400 - BIDDING SERVICES									
401	PREBID MEETING	7	7	7			21	\$ 214.40	\$ 3,800.35	
402	RESPONSE TO BIDDERS QUESTIONS (ASSUME 4 ADDENDA)	6	15	25			46		\$ 7,012.19	
403	BID OPENING MEETING	6	6	6			18	\$ 214.40	\$ 3,288.07	
404	REVIEW AND TABULATION OF BIDS		5	5			10		\$ 1,462.17	
405	PREPARE RECOMMENDATION OF AWARD LETTER	1	4	4			9		\$ 1,389.58	
406	PREPARE CONFORMED CONSTRUCTION DOCUMENTS	2	5	5			12		\$ 1,901.86	
407	PRESENT RECOMMENDATION OF AWARD TO COMMISSION	7					7		\$ 1,538.91	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	29	42	52	0	0	123	\$ 428.80	\$ 20,393.12	
500	TASK 500 - CONSTRUCTION ADMINISTRATION									
501	PRECONSTRUCTION CONFERENCE	7	7	7			21	\$ 214.40	\$ 3,800.35	
502	SHOP DRAWINGS SUBMITTAL REVIEW (ASSUME 12-SUBMITTALS)		9	18			27		\$ 3,807.86	
503	CONSTRUCTION PROGRESS MEETINGS (ASSUME 10-MONTHS OF CONSTRUCTION)	35	35	70			140	\$ 2,144.00	\$ 24,646.90	
504	REVIEW OF RFI'S (ASSUME 15-RFI'S)	15	15	30			60		\$ 9,644.10	
505	REVIEW OF CHANGE ORDER PROPOSALS (ASSUME 8 PROPOSALS)	4	16	16			36		\$ 5,558.32	
506	REVIEW OF PAY APPLICATIONS & SCHEDULE (ASSUME 10)	5	10	20			35		\$ 5,330.18	
507	SITE VISITS (OTHER THAN ON-SITE PROGRESS MEETINGS, 10-EA ONSITE)	35	35	70			140	\$ 2,144.00	\$ 24,646.90	
508	SUBSTANTIAL COMPLETION WALK-THROUGH	7	7	7		5	26	\$ 214.40	\$ 4,391.44	
509	FINAL COMPLETION WALK-THROUGH					5	5	\$ 100.50	\$ 691.59	
510	AS-BUILT RECORD DRAWINGS	2	10	30			42		\$ 5,977.27	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	110	144	268	0	10	532	\$ 4,817.30	\$ 88,494.90	
600	TASK 600 - CONSTRUCTION OBSERVATION									
601	ONSITE CONSTRUCTION OBSERVATION (FULL-TIME, ASSUME 10-MONTHS)					1600	1600	\$ 4,020.00	\$ 193,168.80	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	0	0	0	0	1600	1600	\$ 4,020.00	\$ 193,168.80	
Total Manhours		256	348	615	260	1610	3089	\$ 9,480.50		
Subtotal All Tasks (Excl. NMGR):									\$ 424,560.49	
NMGR @ 7.4375%									\$ 31,576.69	
Total incl. NMGR:										

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 13th day of February 2025 (effective date) by and between City of Truth or Consequences hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers & Architects hereinafter referred to as the ENGINEER. This contract expires on 12/30/26.

The OWNER intends to construct a Project consisting of the re-alignment of the waterline on Broadway St, re-packaging completed designs in to one construction package for bidding, along with construction administration and observation for the portion of the WSPI-1, DWSRF Waterline, and MSD projects that were short in their original funding to complete their construction.

in Sierra County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
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Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

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Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
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Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☒ Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof. and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate “None”)

☐ None

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☐ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER’s decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☐ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER’s only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS
used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER’S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Gary Whitehead

Title City Manager

By:  Date: 01/30/2025

ENGINEER

Type Name Brian McBride

Title Vice President, Water/Wastewater

Address Wilson & Company, Inc., Engineers & Architects

4401 Masthead, Suite 150

Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13th day of February, 2025 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this _____ day of _____, 20____ (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

See the detailed description of the following in the EXHIBIT A - Scope of Service

TASK 100 – PROJECT MANAGEMENT

TASK 300 – ENGINEERING DESIGN

B. Cost Proposal – Include hourly breakdown for each task

See EXHIBIT A - Scope of Service for Tasks 100 and 300

C. Reimbursable Expense Schedule

NA

D. Contract Time shall be 188 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by 8/20/25 (DATE). If design phase services have not been completed and accepted by 9/20/25 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$122,503.66, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Gary Whitehead

Title City Manager

By: Brian P. McBride Date: 01/30/2025

ENGINEER

Type Name Brian McBride

Title Vice President, Water/Wastewater

Address Wilson & Company, Inc., Engineers & Architects

4401 Masthead, Suite 150

Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 13th day of February, 2025 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this _____ day of _____, 20____ (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

See the detailed description of the following in the EXHIBIT A - Scope of

TASK 400 – BIDDING SERVICES

TASK 500 – CONSTRUCTION ADMINISTRATION ASSISTANCE

TASK 600 – CONSTRUCTION OBSERVATION

B. Cost Proposal – Include hourly breakdown for each task

See EXHIBIT A - Scope of Service for Tasks 400, 500, and 600

C. Reimbursable Expense Schedule

NA.

D. Contract Time shall be 562 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by 08/29/2026 (DATE). If construction phase services have not been completed and accepted by 09/29/2023 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$302,056.83, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name Gary Whitehead

Title City Manager

By:  Date: 01/30/2025

ENGINEER

Type Name Brian McBride

Title Vice President, Water/Wastewater

Address Wilson & Company, Inc.

4401 Masthead, Suite 150

Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

City of Truth or Consequences***Shovel Ready Water Projects 1, Design, Bidding & CA Services******Scope and Fee Proposal******Table of Contents***

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City of Truth or Consequences

Shovel Ready Water Projects 1, Design, Bidding & CA Services

Scope and Fee Proposal

INTRODUCTION

The City of Truth or Consequences (T or C) completed portions of the construction on the Main Street District Water Improvements (MSD) and the DWSRF Water System Improvements (DWSRF) projects and encountered a funding short fall to complete the entire scope of these projects. Additionally, the City needs to move forward with the construction of the Water System Performance Improvements 1 (WSPI-1) project, which does not have enough funding to complete. The City plans to utilize the Capital Appropriation Project funding SAP 24-I2460-GF to complete these projects. The project will utilize the total funding amount of \$4,400,000 for engineering, inspection services, and construction of as much of the near shovel ready projects as the funding will allow.

The MSD, DWSRF, and WSPI-1 projects are currently established as separate City projects. This proposal specifies the re-packaging scope of services and schedule that Wilson & Company proposes to these near shovel ready sections of the “WSPI-1”, “MSD”, and “DWSRF” projects into a standalone package to be solicited for bids and constructed using \$4.4 million funding T or C has available through the SAP 24-I2460-GF. This proposal also provides a detailed table of the anticipated fees and preliminary milestone schedule for the consulting effort.

SCOPE OF SERVICES

BACKGROUND

The scope of services that Wilson & Company for the City of Truth or Consequences Shovel Ready Water Projects 1 proposes to re-package the sections of the “WSPI-1”, “MSD”, and “DWSRF” projects into a standalone package to be solicited for bids and constructed using the funding \$4.4 million T or C has available through the Capital Appropriation Project funding SAP 24-I2460-GF and the \$4.84 million NMFA Colonias 2024 CIF-6441. The sections of these projects are as described below and will require some re-alignment, sheet reorganization and re-numbering, conformity to the standard details and construction notes, along with conformity to the Bid schedule, contract documents, and specifications:

- WSPI-1:
 - The 12" Pump Transmission waterline along Broadway from Cook Street Booster to Morgan Street. Approximately 5,900-LF needs re-alignment to meet the NMDOT permit requirements, that was not complete under the original project.
 - Construct the 10" waterline along 9th and 8th streets from Pershing to Silver. Approximately 4,300-LF
- MSD:
 - Cook Street Booster Station Water Storage Tank
 - Date Street Waterline from Broadway to Riverside, then along Riverside to Cedar Street. Approximately 840-LF
 - Daniels Street north of Broadway to McAdoo Street, then west along McAdoo Street to Main Street. Approximately 800-LF
- DWSRF: Finish the 8" waterline on 2nd Street from Ash Street to Silver Street. Approximately 2,600-LF

Scope for services also include construction administration and construction observation during construction.

TASK 100 – PROJECT MANAGEMENT

For this task Wilson & Company will provide all the project coordination with the City, which will include the following sub-tasks.

Subtask 101 – Project Work Plan and Setup

Wilson & Company will develop a project management plan and schedule for distribution to team members as the guidance to complete this project. Along with the completion of the project set-up.

Subtask 102 – Kick-off Meeting

Wilson & Company Senior Project Manager will schedule and hold a project kick-off to discuss the engineering approach of the design, introduce team members, present the schedule, and contract requirements.

Subtask 103 – Design Progress meetings

Wilson & Company will hold eight (8) progress meetings bi-weekly throughout the project and provide an updated Microsoft Project schedule detailing the tasks completed and tasks next to be completed, helping progress the projects in a clear and deliberate manner. Progress reports will provide the project team members with updates on task completion, anticipated tasks, and schedule updates.

Subtask 104 – Project Administration

Project Administration includes services of general correspondence, which are not limited to progress reports, project emails, schedule coordination, and other regular coordination specifically pertaining to the overall project.

TASK 200 – PRE-ENGINEERING – NOT USED FOR THIS PROJECT SCOPE**TASK 300 – ENGINEERING DESIGN**

For this task Wilson & Company will require re-alignment, sheet reorganization and re-numbering, conformity of the standard details and construction notes, along with conformity to the Bid schedule, contract documents, and specifications. It will include the following subtasks:

Subtask 301 – Plan Production

Under this subtask, Wilson & Company will need to Re-align the WSPI 1 project to meet NMDOT permit requirements, compile the drafted plans by reorganization of the sheets, re-numbering of the sheets, conformity of the standard details, and conformity of the construction notes to compile in to an approximately 78-sheet construction plan set. The final construction plans will be reviewed by the city and funding agency, then sealed by a Wilson & Company New Mexico Licensed Engineer.

Subtask 302 – Technical Specifications

This subtask involves Preparation of construction project manual, including the Front-end documents in EJCDC format to meet the funding agency requirements and Supplemental Technical Specifications for all project-specific equipment, instrumentation, and other construction elements not otherwise covered in standard technical specifications. The final construction documents will be reviewed by the city, then sealed by a Wilson & Company New Mexico Licensed Engineer.

Subtask 303 – Engineers Cost Estimate

Wilson & Company will prepare an Engineers Construction Cost Estimate at the final submittal milestone.

Subtask 304 – QA/QC Review

Wilson & Company will conduct Quality Assurance and Quality Control (QA/QC) reviews of all milestone submittal documents through the course of design. The QA/QC reviews are intended to verify that the design is consistent with the concept the initial scope, back check that information portrayed in the drawings and technical specifications is consistent across documents and matches the basis of design memos, calculations, and design criteria, and Client, regulatory authority, and internal comments have been documented and addressed prior to subsequent submittals.

TASK 400 – BIDDING SERVICES

For this task Wilson & Company will provide full bidding services for this project. It will include the following subtasks:

Subtask 401 – Prebid Meeting & Site Visit

Wilson & Company will facilitate an on-site pre-bid meeting and a site visit to review the details of the construction bid package with potential bidders.

Subtask 402 – Response to Bidders Questions

During the bidding process Wilson & Company will receive questions from bidders and issue addenda providing clarification to bidders.

Subtask 403 – Bid Opening Meeting

Wilson & Company will facilitate the bid opening by publicly reading the documents and tacking bids received via a log.

Subtask 404 – Review and Tabulation of Bids

Wilson & Company will tabulate bids and review bids received for completeness and correctness. Under this subtask we will also assist with the review of apparent low bidders' qualifications per the established selection criteria.

Subtask 405 – Prepare Recommendation of Award Letter

Wilson & Company will utilize the information from previous subtask to draft a Recommendation of Award Letter and submit a recommendation to the city for consideration.

Subtask 406 – Prepare Conformed Construction Documents

Wilson & Company will edit construction documents to reflect awarded contractor's bid.

Subtask 407 – Present Recommendation of Award to Commission

Wilson & Company will present the recommendation of award to the city commission for Contract Award Approval.

TASK 500 – CONSTRUCTION ADMINISTRATION ASSISTANCE

Under this task Wilson & Company will provide construction engineering and administration assistance services to the City in support of the installation of the designed improvements. This will include the following subtasks:

Subtask 501 – Preconstruction Conference

Wilson & Company will facilitate the preconstruction conference with the owner, contractor, and the funding agency to discuss the project and the contract requirements of the project.

Subtask 502 – Shop Drawing Reviews

The project team will coordinate and review the shop drawing submittals from the contractor as designated in the contract specifications. The shop drawings will be reviewed for design compliance based on the specifications and project compatibility and will be returned to the contractor marked, "Approved", "Approved as Noted", "Revise and Resubmit", or "Not Reviewed".

The shop drawings reviews will be limited to the submittals identified in the contract documents that are required for submittal; additional submittals will be reviewed at the discretion of Wilson & Company or returned marked as "Not Reviewed". This subtask will include up to two (2) resubmittal reviews.

Subtask 503 – Construction Progress Meetings

In this subtask, Wilson & Company personnel will attend the monthly construction meetings held by the contractor, will keep and organize filed notes for observation periods, and will develop

inspection reports for required inspections and testing. This proposal assumes no more than 10 monthly progress meetings. If additional meetings are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 504 – Review of RFI's

Wilson & Company engineers will be available for the contractor to contact during construction to answer questions and provide solutions to issues that may arise during construction. Assume 15 RFI requests. If additional RFIs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 505 – Review of Change Order Proposals

Wilson & Company engineers will evaluate the contractors change order proposals that may be required due to construction complications or unforeseen field conditions. The engineer will compile the change order and coordinate with the city, funding agencies, contractor, and regulatory agencies. This proposal assumes no more than 8 Change Order Proposals (COPs). If additional COPs are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 506 – Review of Pay Applications and Schedules

Under this subtask, Wilson & Company will review and monitor the Contractor's Construction Schedule, including the 2-week and overall schedule. It will also include reviewing the Contractor's monthly pay applications and providing the Owner with recommendations for payment.

Subtask 507 – Site Visits

This subtask includes Wilson & Company personnel conducting monthly site visits in addition to the monthly construction meeting, which may include a mid-month progress meetings. This proposal assumes no more than 10 site visits. If additional site visits are required, Wilson & Company will advise the City and request change orders to update scope and fee.

Subtask 508 – Substantial Completion Walk Through

This subtask includes Wilson & Company personnel coordinating and conducting a Substantial Completion inspection with the contractor, the city, and the funding agency, that will include any project punch list items required for final payment to the contractor.

Subtask 509 – Final Completion Walk Through

This subtask includes Wilson & Company personnel coordinating and conducting a Final Completion Walk Through with the contractor and the city to ensure all punch list item have been corrected prior to recommending final payment to the contractor.

Subtask 510 – As-Built Record Drawings

The development of the Record Drawings will require monitoring and reviewing the Contractor's markups during construction, and then using the completed Contractor markups to develop the final Record Drawings for the construction. This subtask will also include the engineering certification upon completion of construction.

TASK 600 – CONSTRUCTION OBSERVATION

Under this task, Wilson & Company will provide construction observation services to the City in support of the installation of the designed improvements. This will include the following subtasks:

Subtask 601 – On-site Construction Observation

Wilson & Company will provide a qualified inspector to be on site during construction, full time to observe activities, perform site inspections, and monitor contractor compliance with the construction specifications. The effort allocated under this subtask assumes the period of construction duration and identified milestone schedule for the project provided below. Site observation and inspection services are estimated for 10-month construction period, If a longer period of time is required, Wilson & Company will advise the City and request a change to this scope of services and fee.

TASK 700 – ADDITIONAL SERVICES– NOT USED FOR THIS PROJECT SCOPE**TASK 800 – OTHER SERVICES – NOT USED FOR THIS PROJECT SCOPE****SCOPE-LIMITING ASSUMPTIONS**

The scope of services detailed above is based on the following assumptions:

- Any items not specifically included within the scope of this proposal are excluded.
- The design will be based on the items listed and will not include additional facilities or services.
- The drawings will be designed on 22x34-inch format as the full-size prints, with minimum font size and depiction standards for clear readability.

- All review submittals will be in electronic pdf format.
- Reproduction costs for plans, exhibits, reports, etc., if any, will be billed as a reimbursable expense allowance on a Time and Material basis.

PRELIMINARY PROJECT MILESTONE SCHEDULE

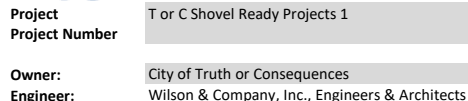
For this project, the following milestone schedule is proposed:

Notice-to-Proceed:	February 3, 2025
Kickoff Meeting	February 13, 2025
90% Submittal	June 12, 2025
100% Submittal	August 10, 2025
Advertise for Bid	August 25, 2025
Bid Opening	September 30, 2025
Construction Start	October 20, 2025
Construction End	August 20, 2026

FEE PROPOSAL

Wilson & Company proposes to complete the services describe above for a Lump Sum contract amount of **\$424,560.49 excluding NMGRT, \$456,137.18 after NMGRT is applied**. The fee estimate table below is provided for informational purposes only and is not intended to set budget limits for individual tasks or hour budgets for specific personnel on the project. However, the rates shown will be the rate allocated to each individual on the project in accordance with the rate category.

		TASK 100 - PROJECT MANAGEMENT	TASK 200 - PRE- ENGINEERING - NOT USED	TASK 300 - ENGINEERING DESIGN	TASK 400 - BIDDING SERVICES	TASK 500 - CONSTRUCTION ADMINISTRATION	TASK 600 - CONSTRUCTION OBSERVATION	TASK 700 - ADDITIONAL SERVICES - NOT USED	TASK 800 - OTHER SERVICES - NOT USED	
Staff	Classification	hrs	hrs	hrs	hrs	hrs	hrs	hrs	hrs	
Sr. Proj. Manager	P5	41	0	76	29	110	0	0	0	256
Licensed Engineer	P4	18	0	144	42	144	0	0	0	348
Unlicensed Engineer III	P3	15	0	280	52	268	0	0	0	615
Unlicensed Engineer II	P2	0	0	260	0	0	0	0	0	260
Construction Observer	FC4	0	0	0	0	10	1600	0	0	1610
Total Hours by Task:		74	0	760	123	532	1600	0	0	3089
Expenses:		\$ 214.40	\$ -	\$ -	\$ 428.80	\$ 4,817.30	\$ 4,020.00	\$ -	\$ -	\$ 9,480.50
Task Sub-Total (excl. NMGR):		\$14,099.83	\$ -	\$108,403.83	\$20,393.12	\$88,494.90	\$ 193,168.80	\$ -	\$ -	\$ 424,560.49



This Manhour Worksheet is based upon our approved 2024-2025 Interim Wilson & Company Rate Schedule and is provided as an estimate of overall project effort. It is not intended to be used as a basis for rate limits or task

WBS	TASK/SUBTASK/DESCRIPTION	Sr. Proj. Manager Hrs.	Licensed Engineer Hrs.	Unlicensed Engineer III Hrs.	Unlicensed Engineer II Hrs.	Construction Observer Hrs.	Labor Hours	MILEAGE & MISC. EXPENSES \$	Task Total: \$	Schedule/Notes:
100	TASK 100 - PROJECT MANAGEMENT									
101	PROJECT WORK PLAN AND SETUP	6	3				9		\$ 1,804.38	
102	KICKOFF MEETING	7	7	7			21	\$ 214.40	\$ 3,800.35	
103	DESIGN PROGRESS MEETINGS (1-HR DURATION, BI-WEEKLY)	8	8	8			24		\$ 4,098.22	
104	PROJECT ADMINISTRATION	20					20		\$ 4,396.88	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	41	18	15	0	0	74	\$ 214.40	\$ 14,099.83	
300	TASK 300 - ENGINEERING DESIGN									
301	PLAN PRODUCTION	60	120	240	240		660		\$ 93,330.00	
302	TECHINCAL SPECIFICATIONS	10	15	30	20		75		\$ 10,992.20	
303	ENGINEERS COST ESTIMATE	2	5	10			17		\$ 2,555.17	
304	QA/QC REVIEW	4	4				8		\$ 1,526.46	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	76	144	280	260	0	760.00	\$ -	\$ 108,403.83	
400	TASK 400 - BIDDING SERVICES									
401	PREBID MEETING	7	7	7			21	\$ 214.40	\$ 3,800.35	
402	RESPONSE TO BIDDERS QUESTIONS (ASSUME 4 ADDENDA)	6	15	25			46		\$ 7,012.19	
403	BID OPENING MEETING	6	6	6			18	\$ 214.40	\$ 3,288.07	
404	REVIEW AND TABULATION OF BIDS		5	5			10		\$ 1,462.17	
405	PREPARE RECOMMENDATION OF AWARD LETTER	1	4	4			9		\$ 1,389.58	
406	PREPARE CONFORMED CONSTRUCTION DOCUMENTS	2	5	5			12		\$ 1,901.86	
407	PRESENT RECOMMENDATION OF AWARD TO COMMISSION	7					7		\$ 1,538.91	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	29	42	52	0	0	123	\$ 428.80	\$ 20,393.12	
500	TASK 500 - CONSTRUCTION ADMINISTRATION									
501	PRECONSTRUCTION CONFERENCE	7	7	7			21	\$ 214.40	\$ 3,800.35	
502	SHOP DRAWINGS SUBMITTAL REVIEW (ASSUME 12-SUBMITTALS)		9	18			27		\$ 3,807.86	
503	CONSTRUCTION PROGRESS MEETINGS (ASSUME 10-MONTHS OF CONSTRUCTION)	35	35	70			140	\$ 2,144.00	\$ 24,646.90	
504	REVIEW OF RFI'S (ASSUME 15-RFI'S)	15	15	30			60		\$ 9,644.10	
505	REVIEW OF CHANGE ORDER PROPOSALS (ASSUME 8 PROPOSALS)	4	16	16			36		\$ 5,558.32	
506	REVIEW OF PAY APPLICATIONS & SCHEDULE (ASSUME 10)	5	10	20			35		\$ 5,330.18	
507	SITE VISITS (OTHER THAN ON-SITE PROGRESS MEETINGS, 10-EA ONSITE)	35	35	70			140	\$ 2,144.00	\$ 24,646.90	
508	SUBSTANTIAL COMPLETION WALK-THROUGH	7	7	7		5	26	\$ 214.40	\$ 4,391.44	
509	FINAL COMPLETION WALK-THROUGH					5	5	\$ 100.50	\$ 691.59	
510	AS-BUILT RECORD DRAWINGS	2	10	30			42		\$ 5,977.27	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	110	144	268	0	10	532	\$ 4,817.30	\$ 88,494.90	
600	TASK 600 - CONSTRUCTION OBSERVATION									
601	ONSITE CONSTRUCTION OBSERVATION (FULL-TIME, ASSUME 10-MONTHS)					1600	1600	\$ 4,020.00	\$ 193,168.80	
							0		\$ -	
	Subtotal Hours (excl. NMGR):	0	0	0	0	1600	1600	\$ 4,020.00	\$ 193,168.80	
Total Manhours		256	348	615	260	1610	3089	\$ 9,480.50		
Subtotal All Tasks (Excl. NMGR):									\$ 424,560.49	
NMGR @ 7.4375%									\$ 31,576.69	
Total incl. NMGR:									\$ 456,137.18	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.7

SUBJECT: Discussion/Action -State Of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement: A24I2022

DEPARTMENT: Community Development

DATE SUBMITTED: February 6, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

SJOA has received an appropriation in the amount of \$50,000.00 to purchase and equip vehicles for the Ken James Senior Center. Funds will be used for the purchase of a passenger vehicle. The City of T or C is the Fiscal Agent for the SJOA Ken James Senior Center. Grant is on a reimbursement basis.

Recommendation:

Approve Grant Agreement

Attachments:

- Grant Agreement
-

Fiscal Impact (Finance): Yes

\$50,000.00 Reimbursement Grant

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-12-25

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this [____] day of [____], 20[____], by and between the Department Aging and Long-term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD, and City of Truth or Consequences, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 66, Section 4, Paragraph 14, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

I24-2021 Vehicles APPROPRIATION REVERSION DATE: 6/30/2026
[Laws of 2023, Chapter 66, Section 4, Paragraph 14], Fifty thousand dollars (\$50,000.00), to Purchase and equip vehicles for the City of Truth or Consequences Ken James Senior Center.

The Grantee's total reimbursements shall not exceed Fifty thousand dollars (\$50,000.00), minus the allocation for Art in Public Places, \$0¹, if applicable, which equals Fifty thousand dollars (\$50,000.00), (the "Adjusted Appropriation Amount").

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

¹ The AIPP amount is "an amount of money equal o one percent or two hundred thousand dollars (\$200,000), whichever is less of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON THE DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Truth or Consequences
Name: Rolf Hechler
Title: Mayor
Address: 505 Sims Street, T or C, NM 87901
Email: rhechler@torcnm.org
Telephone: 575-894-6373

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

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

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

Department: Aging and Long-Term Services Department
Name: Tasha Martinez / Lori Zuniga
Title: Bureau Chief / Project Coordinator
Address: 2550 Cerrillos Rd, Santa Fe, NM 87505
Email: capital.outlay@altsd.nm.gov
Telephone: 505-316-8900 / 505-221-9446

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026 unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Capital Projects Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe

- benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination. The City or Truth or Consequence's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Truth or Consequences may early terminate this contract by providing the Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Consequences, only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
 - 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must

be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

Aging and Long-Term Services Department

By:

Its: Cabinet Secretary or Designee

Date

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

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

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

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: TASHA MARTINEZ

Title: CAPITAL OUTLAY BUREAU CHIEF

Signature: _____

Date: _____

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

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

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

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent (if applicable)**

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor

Code: _____

Fund No.: _____

Loc No.: _____

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

Division Fiscal Officer

Date

Division Project Manager

Date

GUIDANCE FOR COMPLETING PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)

(Please email SOW to CPB staff listed below in WORD format)

The Aging and Long-Term Services Department (hereinafter “ALTSD”) has standardized the requirements for a Project Description/Scope of Work (hereinafter “SOW”) to be incorporated as part of the legal contract for the project. A SOW must be submitted to ALTSD upon notice of a grant award and before a Grant Agreement (hereinafter “GA”) can be drafted. A SOW is also a requirement of the grant application. The following information is required in a SOW:

1. **Name of Grantee** (The City, County, Village, Town, Tribal (Include Fiscal Agent Name if different than Grantee)
2. **Project Title** (Construction, Renovation, Code Compliance, Meals Equipment, Other Equipment, Vehicle
3. **Grant Agreement Number** (As indicated on the notice of grant award letter (example A22G2014)
4. **Background Narrative** – Stating how the project came to be, why the project/purchase is needed and describing what the project will accomplish.
5. **Work Plan** – Consisting of at least one paragraph describing the actual tasks that will be required to execute the project, including details and specifics about what is to be done, who is going to do it, the project proposed completion date, deliverables, and cost. (Example: “the funds will be used to plan, design, and renovate a __ sq. foot addition, to include __ sq. feet of carpet replacement, __ sq. feet of plumbing replacement, __ sq. feet of ceiling tile replacement, installation of __ ADA compliant doors with automatic door opener(s) and construction of __ sq. feet of asphalt pavement including base course and millings.”)
6. **Budget Detail/Project Cost** – The “State Funds” section of the budget must equal the amount appropriated by the legislature for the capital project. Include and describe “other funds” available to the project. Art in Public Places is applicable to new construction or major renovation projects exceeding \$100,000. One percent (1%) must be set aside for the acquisition of art for the facility.¹
7. **Performance Measures** – Explain specific tasks that will be accomplished and how you will measure that task
8. **Results Expected** – Explain the benefits to the community being served and the objectives that will be met.
9. **Time Frame/Milestones** – List the activities and tasks to be accomplished in sequential order, in other words – when is purchase being made/delivered, when is construction starting/finishing, and state when major components of the project will be completed.
10. **Responsible Staff** – Include the name of the person who will manage the project (very important) and the name of the fiscal/procurement contact, as well as their mailing addresses, email addresses, and phone numbers.

The SOW (in WORD) must be forwarded to ALTSD Capital Projects Bureau, for review to assure that it is within the legislative intent of the appropriation. Upon approval, the SOW will be incorporated into the Grant Agreement.

NOTICE: Requests for changes to the scope of work must be submitted and approved by the Capital Projects Bureau (CPB) prior to expenditures being made.

Art in Public Places Program – In 1986, the Legislature of the State of New Mexico passed, and the Governor signed into law the Art in Public Places Act (§13-4A-1, NMSA 1978, as amended). The legislation declares it to be “a policy of the State that a portion of appropriations for capital expenditures be set aside for the acquisition or commissioning of works of art to be used in, upon, or around public buildings.” (§13-4A-2, NMSA 1978). The resulting AIPP is often referred to as the One Percent for Art Program because of the requirement in the law. The primary provision in the AIPP Act is that “all agencies shall allocate. . . one percent or \$200,000, whichever is less, of the amount of money appropriated for new construction or a major renovation exceeding \$100,000 to be expended for the acquisition of art (§13-4A-4). For questions about AIPP, please contact staff at: <https://www.nmarts.org/art-in-public-places/>, in Santa Fe 505-827-6490.

Please contact the ALTSD Capital Outlay Bureau (COB) for additional guidance on the Project Description/Scope of Work.

For questions, please contact us at capital.outlay@altsd.nm.gov or refer to our website at <https://aging.nm.gov/for-our-partners/capital-outlay> for additional information.

PROJECT DESCRIPTION FORM

SCOPE OF WORK (SOW)

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

1. Name of Grantee/ Fiscal Agent: **Ken James Senior Center-Sierra Joint Office on Aging/City of Truth or Consequences**

2. Project Title: **KEN JAMES SENIOR CENTER – VEH**

3. Grant Agreement Number: **A24I-2022**

4. Background Narrative:

SJOA provides transportation to seniors in Sierra County so seniors are able to maintain a high level of independence, meeting the needs of our growing senior population. The vehicle will replace an older vehicle which is incurring higher maintenance costs to keep operational.

5. Work Plan:

To purchase, equip and replace one of the outdated senior transport vehicles. The vehicle will be special ordered and purpose built to meet the Center's needs. All procedures of the State of New Mexico Procurement Code will be followed.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase		50,000
Other Costs (specify)		
AIPP (if applicable)		
Totals		50,000

7. Performance Measures:

Approximately 150-200 rides will be provided weekly to seniors in Sierra County while incurring fewer disruptive and costly vehicle repairs.

8. Results Expected:

The replacement of this vehicle will result in fewer costly repairs making it possible to provide more seniors with transportation services, realized savings from newer, more energy efficient equipment and significant decreases in fuel costs.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	
RFP/Quotes Secured	1 month
Bid Closing	N/A
Bid Award to Contractor/Vendor	N/A
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	3 month
Project Completion & Review	6 month
Submit <u>Exhibit 1 – Monthly / Final Report Form & Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	5/31/26

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

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

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

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

1 Nation in Rio Arriba county;

2 12. two hundred fifty thousand dollars (\$250,000)
3 to purchase easements and rights of way and to plan, design,
4 construct, furnish and equip a senior center and parking lot
5 for the Gadii'ahi/To'koi chapter of the Navajo Nation in San
6 Juan county;

I2020

7 13. sixty thousand eight hundred eighty-three
8 dollars (\$60,883) to purchase and equip trucks and vehicles
9 for the Ken James senior center in Truth or Consequences in
10 Sierra county;

I2021

11 14. fifty thousand dollars (\$50,000) to purchase
12 and equip vehicles for the Ken James senior center in Truth
13 or Consequences in Sierra county;

I2022

14 15. one million dollars (\$1,000,000) to address
15 emergency needs to include renovations and immediate code
16 compliance, to purchase and install furnishings, to purchase
17 and equip vehicles and meals equipment and for delivery and
18 installation of building systems at senior centers statewide;
19 and

I2023

20 16. seven hundred thousand dollars (\$700,000) to
21 plan, design, construct, equip, remediate and demolish the
22 old La Cienega school site in Questa in Taos county.

I2024

23 SECTION 5. BERNALILLO COUNTY METROPOLITAN COURT

24 PROJECT--GENERAL FUND.--Two million five hundred thousand

25 dollars (\$2,500,000) is appropriated to the Bernalillo county

SFC/SB 275
Page 8

[My Homepage](#)

Commitment Control Budget Details

Commitment Control Budget Details

Business Unit	Ledger Group	Fund	Dept	Account	Bud Ref	Class
62400	APROP_P	93100	A24I2022	400	92524	I2022

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

Ledger Amounts

Max Rows

100

[Attributes](#)

Budget:	50,000.00	USD		
---------	-----------	-----	--	--

Expense:	0.00	USD		
----------	------	-----	--	--

[Parent / Children
Associated Budgets](#)

Encumbrance:	0.00	USD		
--------------	------	-----	--	--

Pre-Encumbrance:	0.00	USD		
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Associate Revenue	0.00	USD
-------------------	------	-----

Available Budget

Without Tolerance	50,000.00	USD	Percent	(100%)
With Tolerance	50,000.00	USD	Percent	(100%)

Budget Exceptions

Exception Errors	0	Exception Warnings	0	Budget Exceptions
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[Return to Search](#)[Notify](#)



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.8

SUBJECT: Appointment of Kathleen Martinez to the Library Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: February 7, 2025

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The Library Advisory Board has one vacancy on their board. At their January 27th meeting, the board recommended the appointment of Ms. Martinez to serve a 2 year term on the board.

Recommendation:

Appointment of Kathleen Martinez to the Library 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 2-12-2025



City of Truth or Consequences

City Boards Application

Name: Kathleen Martinez Address: 324 W. 6th Avenue
Phone: 408-750-6142 Email: katzmtz@gmail.com

I am interested in serving as a member of one the following Boards:

- ☐ Airport Advisory Board ☐ Public Arts Advisory Board ☐ Golf Course Advisory Board
☐ Public Utility Advisory Board ☒ Library Advisory Board ☐ Recreation Advisory Board
☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission ☐ Impact Fee Board
☐ Other: _____

My qualifications are:

I have worked at three public libraries:
Sutter County Public Library (9 mos. Library page/Circulation Clerk)
Santa Clara County Library District - Cupertino Branch (2007 - 2019)
Truth or Consequences Public Library (2022 - 2024)
I also worked as the Elementary School Librarian for
Truth or Consequences Municipal Schools (@ TorC
& Arrey) (2021 - 2022).

I am an avid reader and passionate about
literacy, libraries, and books. I hope to bring particular
insight into these areas for the service of the library 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: _____

Kathleen R Martinez



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.9

SUBJECT: Review, Approve and/or Allocate Funds to the Sierra County Arts Council for Website Updates & Maintenance

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 7, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the Sierra County Arts Council for Website Updates & Maintenance.

The applicant is new to the process. They applied for funding from January 2025 to December 2025. The board explained that funding will expire on June 30, 2025, and the applicant will have to re-apply in May 2025 for funding, therefore the board awarded funding up to June 30, 2025 in the amount of \$564.62.

Recommendation:

The applicant requested \$1,322.95. and the LTAB recommended funding in the amount of \$564.62.

Attachments:

- Application
- Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$564.62

Legal Review (City Attorney): N/A

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

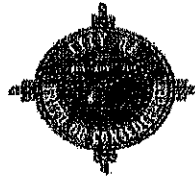
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-12-25



2024-2025 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Arts Council
Project/Event Name	Website Updates and Maintenance
Event Date(s) and Location (If applicable)	Not Applicable
Event Organizer & Title within Organization (If applicable)	Christine Auten, SCAC Vice President
Phone Number of Organizer	512-751-7313
Email of Organizer	scacnewmexico@gmail.com
Organization Address	P.O. Box 1924 Truth or Consequences, NM 87901
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$1322.95
Anticipated Attendance (not including volunteers/staff):	N/A

PART 3: CRITERIA

Was this project/event funded in 2023-2024? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate "new":

Ongoing - The SCAC website is regularly updated to reflect current projects.

1. Define/Describe the overall project/event (what is happening at the event?):

The Sierra County Arts Council regularly supports and organizes events and projects that enhance the "arts" profile of Truth or Consequences specifically, and Sierra County as a whole. The SCAC website is a vital part of that mission, providing an essential internet presence and an easy reference for the public.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

Specifically speaking, the target audience for the SCAC website is anyone who is interested in learning more about the work of the Sierra County Arts Council. On a broader level, the SCAC website, in conjunction with other area information sites, serves as another digital touchpoint for anyone looking to visit Sierra County, highlighting some of the unique elements that make a visit to our area so worthwhile.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

The SCAC website is available as reference for anyone who is interested in visiting Sierra County. It showcases the many eclectic arts projects that the SCAC spearheads and supports.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

This project does not include any printed materials.

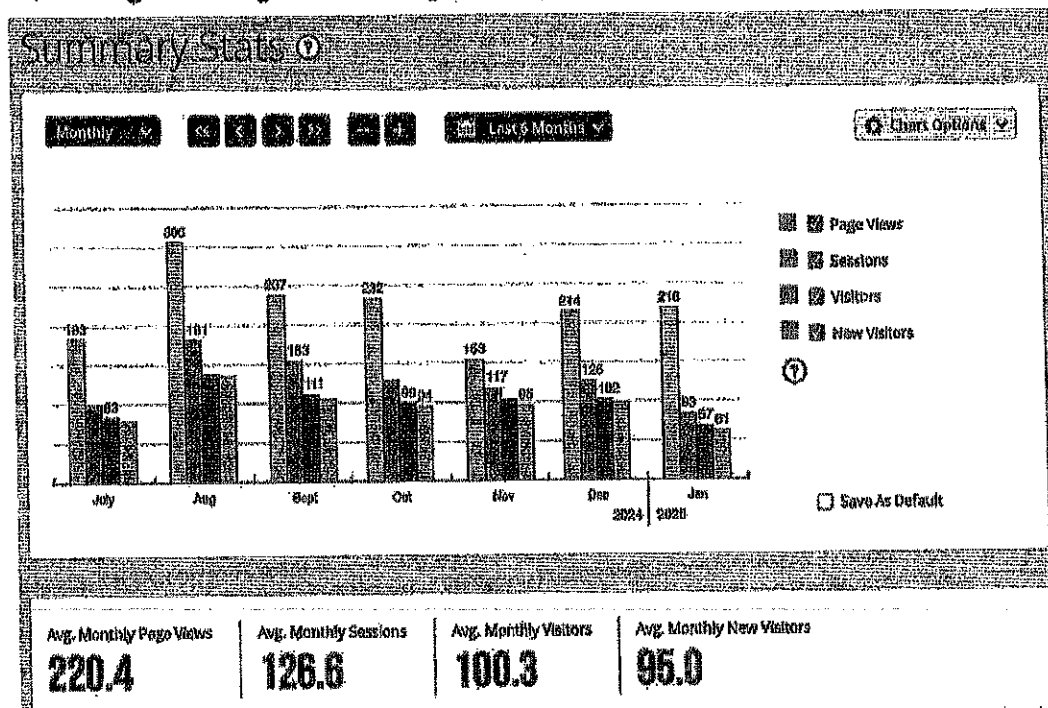
5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

We would like to see an increase in website traffic, which we track with a program called Stat Counter.

6. How many Facebook followers do you have for this event page or organization page (for a project)? N/A Instagram followers? N/A

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? N/A

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.



PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: The items listed within this budget are the only reimbursable items after funds are awarded. Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board

reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Blue Host	Website Hosting Fee	\$22.95
Ruanna Waldrum	Website Updates/Maintenance	\$1300.00
TOTAL AMOUNT REQUESTED: Must match page 1.		\$1322.95

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.

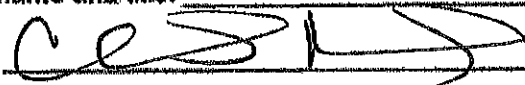
- ☐ IRS and Secretary of State proof of Good Standing
- ☒ Previously submitted

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: Christine Auten, SCAC Vice President

Signature: 

Date: January 22, 2025

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 Arts Council Website Updates & Maintenance 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 \$564.62 to the Contractor for a period commencing on February 12, 2025, and continuing through June 30, 2025.
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 Manager’s Office no later than the last business day of **May 2025**.

- 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

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
- _____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.
- _____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.
- _____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)
Designee No. 1: _____ Phone No. _____
Designee No. 2: _____ Phone No. _____
- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: January 27, 2025

Applicant: Sierra County Arts Council

Project(s) Applied For:

Amount Requested: \$1,322.95 **Amount Approved:** \$564.62

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: n/a

Other LTAB notes: The SCAC website is a vital part of providing an essential internet presence and an easy reference for the public.

Scope of Work	Award Amount Approved
1) Blue Host Website Hosting Fee	\$22.95
2) Ruanna Waldrum Website Updates/Maintenance	\$1300.00
Total:	\$1,322.95

Amount recommended by the LTAB:

$\$1,300 / 12 \text{ (months)} = \108.30

$\$108.30 \times 5 \text{ (months)} = \541.50

$\$541.50 + \$22.95 \text{ (hosting fee)} = \$564.45 \text{ (Board recommended \$564.62)}$

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, JANUARY 27, 2025**

REGULAR MEETING

Regular meeting of the Lodgers Tax 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, January 27, 2025 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Foerstner.

ROLL CALL:

Jake Foerstner, Chairman
Gina Kelley, Vice-Chairman
Linda DeMarino, Member
Victoria Harrington, Member
Jessica MacKenzie, Member

ALSO PRESENT:

Katy Martinez, Deputy City Clerk

1. APPROVAL OF AGENDA:

Member DeMarino made a motion to approve the agenda with the amendment of changing MainStreet application "Redefine" Marketing to Discussion/Update. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

- a. Regular Meeting Minutes of January 27, 2025

Member DeMarino made a motion to approve the minutes. Member Harrington seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC (3-minute rule applies)

Destiny Mitchell: I know Angela is out. We had sent in an application for you guys in December from Pride and one in January for the Sheriff's Posse. I don't know why they are not on the agenda. The Pride event is in June and the Sheriff's Posse is during Fiesta I know your next meeting is not till March My question is could you have a special meeting maybe in February to discuss these 2 applications or do you think there will be enough time in March for us to be able to present them.

Chairman Foerstner: There will be enough time to present them in March. Are you worried about enough time to fund it?

Vice-Chairman Kelley: It wouldn't get put in front of the city commission till April.

Chairman Foerstner: We moved to the bi-monthly so we didn't have this. We were doing the special meeting and it was a lot.

Member DeMarino: When you say they sent us applications.

Destiny Mitchell: They we emailed.

Vice-Chairman Kelley: That's probably why.

Destiny Mitchell: I helped them out with it and I have always emailed them.

Deputy Clerk Martinez: Chairman, Board members I just want to clarify that the clerk's office just recently took over the lodger's tax and we are still trying to figure out the process. We are unaware of these other applications.

Vice-Chairman Kelley: I get it. It probably went to Tammy.

Chairman Foerstner: Given that do are you guys ok with having a special meeting?

Vice-Chairman Kelley: I'm ok with it I understand. My only concern is with the Pride is that it's in June and don't we have to have everything paid for by the end of May?

Destiny Mitchell: Yes, so they main thing was t-shirts that they can give away. They can pay in advance. I don't remember it all exactly. But they are things that could be expended before the deadline.

Member DeMarino: Since we are not doing it now, you just might want to suggest to them that t-shirts be a small portion of what they are doing and not the biggest portion because the whole purpose of lodgers tax is to put heads in beds and t-shirts past out to people who are mostly here are not going to bring more people to that event in the future so just keep that in mind.

4. NEW BUSINESS:

a. Discussion/Update: MainStreet- Desert Ultra Report. Becca Eza

Becca Eza: Good afternoon I forgot to attach these pictures, but these are pictures of the selfie station. I do have the final report that I am going to send to you guys but it was well received. Before I get started, I was not able to be at the event because of a family emergency. I was still part of all the planning and the pre and post putting together. Specific questions about the event I can get back to you on. I did get a full report from the other planners that where there. It went really well we didn't have quit as many registrants as we hoped for but I have a couple ideas for how we can improve that for next year. We did have a good mix of people mostly from out of town most of them do bring family with them as well. Next year I want to add in a question on our closing survey on how many family members are coming and how many nights they are staying to get that specific data. We do ask them how much money they spend while they are in town. So, we have some data on that. Overall, it was a successful event especially because we didn't know I wasn't going to be there until last minute. We had a lot of community volunteers and they took in roles and helped.

Member DeMarino: I would like to thank you for doing a good job ahead of time in organizing that because if you were one of those people who waited till the last minute it would have been a mess, but it was really easy for people to step in and take over so kudos to you.

Becca Eza: For the event there is the same 4 of us that and we write down specifically what we do because there are things that we do to prepare for this event that we don't tell others about necessarily. A couple things I want to mention to you guys' as far as this year. We have moved the event to November it would be November 8th also second Saturday art hop. The first year we did this it was on the day of trick or treat down town we had a lot of great feedback from runners that said "wow this is a happening community this is awesome". So having it on second Saturday art hop we are excited about that. A couple of things I want to include with our marketing 3 specific things one and I don't know how with the May deadline with the lodger's tax funding but I would really like to advertise this out more. We did advertise off our website. Runners will do destination races. We can get people from across the country that will plan a trip and to come out here and do this. But we need to be marketing to them in the spring as they can plan their race calendar. I think of how we can get that part of our marketing early.

Member DeMarino: if you're putting it in a magazine and they print out that magazine and the magazine goes for over the course of time as long as its printed, we can see it, there is a tear sheet I don't see there being a problem. There is going to be times if there hasn't been already that the event is going to be after the advertising as far as fiscal years. I don't see this as being a problem.

Vice-Chairman Kelley: You can do application just for that.

Becca Eza: Ok that is what I was wondering is if it is ok if I do 2 separate applications.

Chairman Foerster: Yes.

Member DeMarino: Lots of them do 2 separate applications.

Becca Eza: I will come back to you guys for that.

Member DeMarino: Perfect.

Becca Eza: The second thing is advertising in the military bases. Young people who are active who are looking for things to do are there. I think that next year we will ask for funding to do direct marketing there. The third thing I got to figure out how to do this but we had some feedback on sending flyers to some of these racers in Denver and Boulder it's a day's drive even with our Facebook marketing I don't know if we have targeted those areas. That's another very active group that's not far away.

Vice-Chairman Kelley: Those event organizers if you sent them stuff would you, they put it out?

Becca Eza: I think so I know that other places do that.

Member DeMarino: I mean you guys can put theirs out for the following year.

Becca Eza: Right. I thought send out flyers let them and they can put them in swag bags. Those are the things I would like to include next year and set a goal of having 30 to 40 more runners.

Member DeMarino: I wonder if there is a possibility if we were doing a small sponsorship from the Desert Ultra of those Ultra Marathons then we would get in their printed material, on their websites and then we would probably be more likely for them to allow us to pass out stuff.

Vice- Chairman Kelley: That is true. That is a good idea. I'm sure it wouldn't cost much.

Member Mackenzie: Well than maybe they can sponsor ours too.

Member Harrington: Are you guys reusing the selfie station

Becca Eza: Yes. Defiantly. Change the year.

Member Harrington: Where is it at now? It's so cool.

Becca Eza: I am not sure where its being stored. It did get used at Thanksgiving at the Brewery. They put it up as the back drop for the potluck. It's probably in storage.

Member Harrington: I think this is important since things are so social. That everyone will want to post their picture and going to see that.

Becca: Yeah. From what I heard from John there was a lot of pictures.

Chairman: Do you have off the top of your head how the turnout was this year compared to last year.

Becca: Last year we had like 80 something so it was slightly lower. It's still within that same range 70-90.

Chairman: Lodger's Tax spent last year vs this years.

Becca: About the same. The only difference was the selfie station. Everything else was the same thing that we asked for last year. We did ask for more money for photographers because we hired professional photographers. They did fantastic photos which are pre developed on their website as well that we could use in any marketing that we might have or anything that we have going on. They did take some great images. Otherwise, I think everything was pretty similar. Next year I would expect it to be similar with maybe and addition of the military base.

Vice Chairman Kelley: You're not going to need to by another selfie station you can target that.

Becca Eza: Yes.

Vice Chairman Kelley: I can give you all the people to talk to for the military bases.

Chairman Foerstner: Is this all you need 195 total is not much. I mean it goes a long way but you can spend double that and see triple the results. You would have to do it all over the country. You're not just targeting local, are you?

Becca Eza: We did think El Paso and those I don't know that those are going to the Denver area.

Chairman Foerster: Try putting it out further and spend a little more. It is a lot of bang for your buck on social media. That would be my recommendation.

Member DeMarino: I see on the request for reimbursement for the sentinel at \$353 but I notice that there is a \$5 late fee on here. I'm not really sure lodgers' tax should pay for late fees.

Vice-Chairman Kelley: No, we shouldn't.

Becca Eza: That was a mail issue they sent the bill to the wrong.

Member DeMarino: We get it. I'm just requestion that be taken off there. Its only \$5 but.

Vice-Chairman Kelley: It's the principal.

Member DeMarino: Right can't make a habit of it.

Vice-Chairman DeMarino: Great report super thorough.

b. Discussion/Update: MainStreet Application – "Redefine" Marketing Campaign. Becca Eza

Becca Eza: Redefine Marketing Campaign is our November meeting you guys gave funding for MainStreet. We are putting out digital ads, print ads, High end magazines

and digital billboards going out across the region. Some of those have already gone out on to print. The billboard has been submitted and they are going to be up. The one in Albuquerque will be up in February.

Vice-Chairman Kelley: The one in Las Cruces will be up in March and El Paso in April.

Chairman Foerstner: Do you have pictures.

Vice Chairman Kelley: I can show them to you. The digital billboards we have about 8 rotating images. It's really good work. I'll show you.

Member DeMarino: The website is up and she's working on that. Also, some of the filming and photography for the commercial has been done. There's still some more just because of the time of the year. We really need to get some spring photograph and filling so that is in progress as well.

Becca Eza: Its moving along well everything is in progress and out. Depending on how things go in the spring we may approach you guys for a bit more funding to be able to continue some more ads through the summer and fall. We will be reassessing that after May.

Chairman Foerstner: Thank you, Becca.

c. Discussion/Action: Geronimo Trail Scenic Byway – Interactive Digital 3D Trail Map. Gina Kelley

Vice-Chairman Kelley: Especially this time of the year every day at the visor center everybody asks for trails. Since we do not have a good trail map Kim Skinner and I had a meeting with Chris Newton from Go New Mexico. They build websites for trails. We do not want a whole new website for trails but what they can do is build us pages that we can embed on the website on the tourism website, on the Geronimo trail website, and anybody else who wants these maps.

Chairman Foerstner: Is that strictly hiking or will it contain off road?

Vice-Chairman Kelley: Its hiking, off roading, biking the whole thing. What we can do is collect information from all the different trails around because this would include everything in the county. We are asking for T or C Lodger's tax because everyone would have to stay here. It cost \$6500.00 and it's responsive, its interactive and we can also download PDFs. I think there's a need for it because like I said every day at the visitor's center, we get to hear people ask for trail information. If we could have something to refer them to that is interactive while they can use while they are out walking, it could be a good thing to have for people.

Chairman Foerstner: The map information are they getting it from tourist or where are they getting from?

Vice-Chairman Kelley: Here is their map that they have of the Dinoland Trail on of the many out in Utah. That's from their website. Its DinolandTrails.com. What we do is we feed them the information. It will have the level of difficulty, elevation all of those things. It can be topographical it can be detailed as far as like parking areas and all that. It's a map that they build for us. We provide the information. It's going to be a lot of work for me.

Chairman Foerstner: I know there are apps that have all that.

Vice-Chairman Kelley: Yes, there are apps.

Chairman Foerstner: I can't remember the name of the one I use.

Vice-Chairman Kelley: Someone was in the other day showing me OnX.

Chairman Foerstner: I use Gaya.

Vice-Chairman Kelley: This is just something that we thought we would do. Another way that we can start doing some more market of outdoor recreation. That's one thing we get a lot of people asking us to do here in town. Some people said that we should be spending more time and effort away from the hot springs and doing more recreational. Of course, hot springs are our bread and butter, but recreation gets them further out. But again, if they are going to stay, they are going to stay here for the most part.

Member Mackenzie: Do the maps update or do you have to pay a maintenance fee annually or do you just have to have it re-done every couple years.

Vice-Chairman Kelley: We would just redo it every couple years. Chris works really well with us and he said basically just send me updates and I'll just update them for you.

Member Mackenzie: Who is he?

Vice-Chairman Kelley: Chris Newton from GO New Mexico

Chairman Foerstner: The trails he would include are the ones you have to send him or he is going to do research to find them.

Vice-Chairman Kelley: No, I'll be the one to send him all the information.

Chairman Foerstner: Where do you get the trails information then?

Vice-Chairman Kelley: Well, I can pull them right off line from the forest service, BLM, BOR.

Chairman Foerstner: Couldn't we just put that on the website? I'm just confused on why we need. If we already have them on those websites.

Vice-Chairman Kelley: I guess we could. I thought it would be good to be in one place

Chairman Foerstner: So, he is going to take all the different websites and put them on the site.

Vice-Chairman Kelley: I am going to collect all the information and then he will build it out. But if you rather, do it that way, I am okay with it.

Chairman Foerstner: I am not familiar with where you are pulling the maps from so I just know I use those apps and everybody shares what they went on and leave notes and pictures. It's really good they leave notes saying "hey don't go on this one this river is washed out or whatever". So those are kind of good.

Member DeMarino made a motion to approve the amended amount of \$564.62 to Sierra County Arts Council for the Website Updates and Maintenance. Member Harrington seconded the motion. Motion carried unanimously.

- e. Discussion/Action: Sierra County Rock and Gem Society- T or C Rock and Gem Show. Megan Holden

Megan Holden presented the Sierra County Rock and Gem Society application for T or C Rock and Gem Show.

Member DeMarino made a motion to approve a total of \$3450.00 with the understanding that the tables will be owned by the city to the Sierra County Rock and Gem Society for the T or C Rock and Gem Show. Member MacKenzie seconded the motion. Motion carried unanimously.

- f. Discussion/Action: Selection of 6 Lodging facilities for the City Lodgers Tax Audit. Deputy City Clerk Martinez

Deputy Clerk Martinez: The city is required to do an Annual Audit of 3 lodging establishment. In the past, the city staff has chosen the entities that would be audited. This year our Auditors have requested for the lodger tax board make those selections. Since the audit was not performed last year, they are requiring six lodging establishments and these are included in your packets. It has to be different once and to bring everything up to compliance. The purpose of the audit is to determine the lodging establishments are maintaining adequate records of occupancy taxes collected determinant of the city as required by law. Establishments are in your packet.

Chairman Jake Foerstner: So, it cannot be the three you did Holiday Inn, Comfort Inn, and Sierra RV Park,

Vice-Chairman Kelley: I was going to cut up pieces of paper and put them in a bowl then I forgot.

Member Mackenzie: I think we could probably count how many there are and then use the phone to randomly select because I do not know if there is a fair way of doing this.

Vice-Chairman Kelley: Good idea.

Chairman Jake Foerstner: Well, I would like to mention, a while back we got numbers on what was coming in and the one thing that surprised me was the Armendariz/ Latter Ranch the number that were on that report were extremely low compared to what they get per night.

Member Harrington: What page are you on because I do not see that?

Chairman Foerstner: Oh, sorry I was on my county boards.

Deputy Clerk Martinez: Is the 29 subtract the 3?

Member Mackenzie: That are closed?

Deputy Clerk Martinez: You would take out Ceilo Vista RV Park, Holiday Inn and Comfort Inn.

Member DeMarino: 26 total

Member Harrington: How many are we selecting?

Deputy Clerk Martinez: 6

Vice-Chairman Foerstner: What involved in the audit?

Deputy Clerk Martinez: My apologies I'm not sure this is the first year our office has dealt with this.

Vice-Chairman Foerstner: The actually audit itself what do they ask the properties to do? Just provide reports?

Member MacKenzie: This is confusing me.

Member Harrington: I used the random.org and member MacKenzie used the random number generator so I got 3 and she got 3.

Member MacKenzie: We did random number went down the list and we got Black Stone, Glamp Camp, Fire Water, Travel Lodge, Riverside Retreat Hot Springs Llc and Chris Sisney.

Member MacKenzie made a motion to approve the Selection of the following 6 Lodging facilities Black Stone, Glamp Camp, Fire Water, Travel Lodge, Riverside Retreat Hot Springs Llc and Chris Sisney for the City Lodgers Tax audit. Member DeMarino seconded the motion. Motion carried unanimously.

5. COMMENTS FROM THE BOARD:

Vice-Chairman Kelley: Special meeting in February.

Member DeMarino: Yes, if we are going to schedule a special meeting in February.

Chairman Foerstner: We need to make sure those are received. If we receive them, I'm ok with it.

Vice-Chairman Kelley: Katy, do you have them?

Deputy Clerk Martinez: I don't at the moment. I will email Destiny once we are done here to let her know the date and let her know to have them in prior to that date.

Member DeMarino: Can't we do the 3rd?

Deputy Clerk Martinez: I have to have fifteen days.

Vice-Chairman Kelley: So that will be the 10th or the 17th.

Member Harrington: The 17th will be President's Day.

Deputy Clerk Martinez: We will be closed on the 17th for President's Day

Chairman Foerstner: Can't do the 10th

Deputy Clerk Martinez: So, the 24th?

Member Mackenzie: So, we are doing February 24 and March 24th.

Board Scheduled a special meeting on February 24, 2025 and a regular meeting on March 24, 2025.

6. COMMENTS FROM STAFF

There were no comments from the staff at this time.

7. ADJOURNMENT

There being no further business, Chairman Foerstner adjourned the meeting at 12:49pm.

PASSED AND APPROVED this 24th day of February 2025.

Jake Foerstner, Chairman

Vice-Chairman Kelley: Okay, well maybe that is a better way to go then we don't have to spend any money on then.

Chairman Foerstner: Might be I don't want to put the close on this. I'm just saying that's what I use because the app is like constantly live and all the users are updating it. Those apps are good I know people have to download the app though. There is liability in putting it in website also because if you don't maintain it, you have tourist getting trapped. Remember those ladies that disappeared Riverbend was the last place they were at.

Vice-Chairman Kelley: If you want, we can table this and reconsider.

Chairman Foerstner: I am just bringing up options and other things. I definitely like interactive and those apps are good because people all share trails.

Member DeMarino: I'm thinking we should table it and then take the opportunity during that time to go on their website and see what it looks like and how it works as compared to hitting different buttons on BLM or BOR and seeing if it's worth it to go with him or if we could hire someone locally to create a page and maintain a page.

Vice-Chairman Kelley: Personally, I would prefer a printed map I could hand people because that what I get.

Member Harrington: I have a question, since it is interactive is there is a way to save a spot, you really like or drop a pin?

Vice-Chairman Kelley: I do not know the answer to that.

Member Harrington: I know that is why I like the OnX app. I pin my favorite spots then I am able to go back.

Chairman Foerstner: Yes, tourist can share all of users do that.

Vice-Chairman Kelley: Ok that's good not that I don't want to do the work but. Is it OnX.

Chairman Foerstner: I use Gaia.

Vice-Chairman Kelley: Thank you, guys. It was just something that we thought about just because of the demand we have.

Member DeMarino made a motion to table to the Geronimo Trail Scenic Byway for the Interactive 3D Trail Map. Member MacKenzie seconded the motion. Motion carried unanimously.

d. Discussion/Action: Sierra County Arts Council- Website Updates and Maintenance. Christine Auten

Christine Auten presented the Sierra County Arts Council application for website updates and maintenance.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.10

SUBJECT: Review, Approve and/or Allocate Funds to Sierra County Rock & Gem Society for the T or C Rock & Gem Show

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 7, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Commission approval of the Sierra County Rock & Gem Society application for the T or C Rock & Gem Show.

Recommendation:

The applicant requested \$3,450.00 and the LTAB recommended to fully fund the project.

Attachments:

- Application
- Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$3,450.00

Legal Review (City Attorney): N/A

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-12-25



2024-2025 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 1-2, 2025 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)	\$3,450
Anticipated Attendance (not including volunteers/staff):	2,500+

years of our show were extremely successful and brought a lot of people to TorC, so we hope local businesses will be enthusiastic about supporting us.

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

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	\$1,000
Home Depot	Tables	\$2,250
Chris Krieg Murals	Materials for mural	\$200
TOTAL AMOUNT REQUESTED: Must match page 1.		\$3,450

PART 5: FINANCIAL DISCLOSURE CHECKLIST

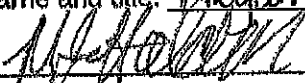
As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ 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, SCRAGS Show Chair

Signature: 

Date: 1/23/25

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 T or C Rock & Gem Show 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 \$3,450.00 to the Contractor for a period commencing on February 12, 2025 and continuing through June 30, 2025.
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 Manager's Office no later than the last business day of **May 2025**.
 - 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

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
- _____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.
- _____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.
- _____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)
Designee No. 1: _____ Phone No. _____
Designee No. 2: _____ Phone No. _____
- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: January 27, 2025

Applicant: Sierra County Rock & Gem Society

Project(s) Applied For:

Amount Requested: \$3,450 **Amount Approved:** \$3,450

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: n/a

Other LTAB notes: this amount will be awarded with the understanding that the tables and chairs will be owned by the City of Truth or Consequences and will be primarily used by the Sierra County Rock & Gem Society for the T or C Rock & Gem Show.

Scope of Work		Award Amount Approved
1) M Graphics	Graphic design	\$1,000
2) Home Depot	Tables	\$2,250
3) Chris Krieg Murals	Materials for mural	\$200
Total:		\$3,450

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, JANUARY 27, 2025**

REGULAR MEETING

Regular meeting of the Lodgers Tax 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, January 27, 2025 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Foerstner.

ROLL CALL:

Jake Foerstner, Chairman
Gina Kelley, Vice-Chairman
Linda DeMarino, Member
Victoria Harrington, Member
Jessica MacKenzie, Member

ALSO PRESENT:

Katy Martinez, Deputy City Clerk

1. APPROVAL OF AGENDA:

Member DeMarino made a motion to approve the agenda with the amendment of changing MainStreet application "Redefine" Marketing to Discussion/Update. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

- a. Regular Meeting Minutes of January 27, 2025

Member DeMarino made a motion to approve the minutes. Member Harrington seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC (3-minute rule applies)

Destiny Michelle: I know Angela is out. We had sent in an application for you guys in December from Pride and one in January for the Sheriff's Posse. I don't know why they are not on the agenda. The Pride event is in June and the Sheriff's Posse is during Fiesta I know your next meeting is not till March My question is could you have a special meeting maybe in February to discuss these 2 applications or do you think there will be enough time in March for us to be able to present them.

Chairman Foerstner: There will be enough time to present them in March. Are you worried about enough time to fund it?

Vice-Chairman Kelley: It wouldn't get put in front of the city commission till April.

Chairman Foerstner: We moved to the bi-monthly so we didn't have this. We were doing the special meeting and it was a lot.

Member DeMarino: When you say they sent us applications.

Destiny Mitchell: They we emailed.

Vice-Chairman Kelley: That's probably why.

Destiny Mitchell: I helped them out with it and I have always emailed them.

Deputy Clerk Martinez: Chairman, Board members I just want to clarify that the clerk's office just recently took over the lodger's tax and we are still trying to figure out the process. We are unaware of these other applications.

Vice-Chairman Kelley: I get it. It probably went to Tammy.

Chairman Foerstner: Given that do are you guys ok with having a special meeting?

Vice-Chairman Kelley: I'm ok with it I understand. My only concern is with the Pride is that it's in June and don't we have to have everything paid for by the end of May?

Destiny Mitchell: Yes, so they main thing was t-shirts that they can give away. They can pay in advance. I don't remember it all exactly. But they are things that could be expended before the deadline.

Member DeMarino: Since we are not doing it now, you just might want to suggest to them that t-shirts be a small portion of what they are doing and not the biggest portion because the whole purpose of lodgers tax is to put heads in beds and t-shirts past out to people who are mostly here are not going to bring more people to that event in the future so just keep that in mind.

4. NEW BUSINESS:

a. Discussion/Update: MainStreet- Desert Ultra Report. Becca Eza

Becca Eza: Good afternoon I forgot to attach these pictures, but these are pictures of the selfie station. I do have the final report that I am going to send to you guys but it was well received. Before I get started, I was not able to be at the event because of a family emergency. I was still part of all the planning and the pre and post putting together. Specific questions about the event I can get back to you on. I did get a full report from the other planners that where there. It went really well we didn't have quit as many registrants as we hoped for but I have a couple ideas for how we can improve that for next year. We did have a good mix of people mostly from out of town most of them do bring family with them as well. Next year I want to add in a question on our closing survey on how many family members are coming and how many nights they are staying to get that specific data. We do ask them how much money they spend while they are in town. So, we have some data on that. Overall, it was a successful event especially because we didn't know I wasn't going to be there until last minute. We had a lot of community volunteers and they took in roles and helped.

Member DeMarino: I would like to thank you for doing a good job ahead of time in organizing that because if you were one of those people who waited till the last minute it would have been a mess, but it was really easy for people to step in and take over so kudos to you.

Becca Eza: For the event there is the same 4 of us that and we write down specifically what we do because there are things that we do to prepare for this event that we don't tell others about necessarily. A couple things I want to mention to you guys' as far as this year. We have moved the event to November it would be November 8th also second Saturday art hop. The first year we did this it was on the day of trick or treat down town we had a lot of great feedback from runners that said "wow this is a happening community this is awesome". So having it on second Saturday art hop we are excited about that. A couple of things I want to include with our marketing 3 specific things one and I don't know how with the May deadline with the lodger's tax funding but I would really like to advertise this out more. We did advertise off our website. Runners will do destination races. We can get people from across the country that will plan a trip and to come out here and do this. But we need to be marketing to them in the spring as they can plan their race calendar. I think of how we can get that part of our marketing early.

Member DeMarino: if you're putting it in a magazine and they print out that magazine and the magazine goes for over the course of time as long as its printed, we can see it, there is a tear sheet I don't see there being a problem. There is going to be times if there hasn't been already that the event is going to be after the advertising as far as fiscal years. I don't see this as being a problem.

Vice-Chairman Kelley: You can do application just for that.

Becca Eza: Ok that is what I was wondering is if it is ok if I do 2 separate applications.

Chairman Foerster: Yes.

Member DeMarino: Lots of them do 2 separate applications.

Becca Eza: I will come back to you guys for that.

Member DeMarino: Perfect.

Becca Eza: The second thing is advertising in the military bases. Young people who are active who are looking for things to do are there. I think that next year we will ask for funding to do direct marketing there. The third thing I got to figure out how to do this but we had some feedback on sending flyers to some of these racers in Denver and Boulder it's a day's drive even with our Facebook marketing I don't know if we have targeted those areas. That's another very active group that's not far away.

Vice-Chairman Kelley: Those event organizers if you sent them stuff would you, they put it out?

Becca Eza: I think so I know that other places do that.

Member DeMarino: I mean you guys can put theirs out for the following year.

Becca Eza: Right. I thought send out flyers let them and they can put them in swag bags. Those are the things I would like to include next year and set a goal of having 30 to 40 more runners.

Member DeMarino: I wonder if there is a possibility if we were doing a small sponsorship from the Desert Ultra of those Ultra Marathons then we would get in their printed material, on their websites and then we would probably be more likely for them to allow us to pass out stuff.

Vice- Chairman Kelley: That is true. That is a good idea. I'm sure it wouldn't cost much.

Member Mackenzie: Well than maybe they can sponsor ours too.

Member Harrington: Are you guys reusing the selfie station

Becca Eza: Yes. Defiantly. Change the year.

Member Harrington: Where is it at now? It's so cool.

Becca Eza: I am not sure where its being stored. It did get used at Thanksgiving at the Brewery. They put it up as the back drop for the potluck. It's probably in storage.

Member Harrington: I think this is important since things are so social. That everyone will want to post their picture and going to see that.

Becca: Yeah. From what I heard from John there was a lot of pictures.

Chairman: Do you have off the top of your head how the turnout was this year compared to last year.

Becca: Last year we had like 80 something so it was slightly lower. It's still within that same range 70-90.

Chairman: Lodger's Tax spent last year vs this years.

Becca: About the same. The only difference was the selfie station. Everything else was the same thing that we asked for last year. We did ask for more money for photographers because we hired professional photographers. They did fantastic photos which are pre developed on their website as well that we could use in any marketing that we might have or anything that we have going on. They did take some great images. Otherwise, I think everything was pretty similar. Next year I would expect it to be similar with maybe and addition of the military base.

Vice Chairman Kelley: You're not going to need to by another selfie station you can target that.

Becca Eza: Yes.

Vice Chairman Kelley: I can give you all the people to talk to for the military bases.

Chairman Foerstner: Is this all you need 195 total is not much. I mean it goes a long way but you can spend double that and see triple the results. You would have to do it all over the country. You're not just targeting local, are you?

Becca Eza: We did think El Paso and those I don't know that those are going to the Denver area.

Chairman Foerster: Try putting it out further and spend a little more. It is a lot of bang for your buck on social media. That would be my recommendation.

Member DeMarino: I see on the request for reimbursement for the sentinel at \$353 but I notice that there is a \$5 late fee on here. I'm not really sure lodgers' tax should pay for late fees.

~~Vice-Chairman Kelley: No, we shouldn't.~~

Becca Eza: That was a mail issue they sent the bill to the wrong.

Member DeMarino: We get it. I'm just requeston that be taken off there. Its only \$5 but.

Vice-Chairman Kelley: It's the principal.

Member DeMarino: Right can't make a habit of it.

Vice-Chairman DeMarino: Great report super thorough.

b. Discussion/Update: MainStreet Application – "Redefine" Marketing Campaign. Becca Eza

Becca Eza: Redefine Marketing Campaign is our November meeting you guys gave funding for MainStreet. We are putting out digital ads, print ads, High end magazines

and digital billboards going out across the region. Some of those have already gone out on to print. The billboard has been submitted and they are going to be up. The one in Albuquerque will be up in February.

Vice-Chairman Kelley: The one in Las Cruces will be up in March and El Paso in April.

Chairman Foerstner: Do you have pictures.

Vice Chairman Kelley: I can show them to you. The digital billboards we have about 8 rotating images. It's really good work. I'll show you.

Member DeMarino: The website is up and she's working on that. Also, some of the filming and photography for the commercial has been done. There's still some more just because of the time of the year. We really need to get some spring photograph and filling so that is in progress as well.

Becca Eza: Its moving along well everything is in progress and out. Depending on how things go in the spring we may approach you guys for a bit more funding to be able to continue some more ads through the summer and fall. We will be reassessing that after May.

Chairman Foerstner: Thank you, Becca.

c. Discussion/Action: Geronimo Trail Scenic Byway – Interactive Digital 3D Trail Map. Gina Kelley

Vice-Chairman Kelley: Especially this time of the year every day at the visor center everybody asks for trails. Since we do not have a good trail map Kim Skinner and I had a meeting with Chris Newton from Go New Mexico. They build websites for trails. We do not want a whole new website for trails but what they can do is build us pages that we can embed on the website on the tourism website, on the Geronimo trail website, and anybody else who wants these maps.

Chairman Foerstner: Is that strictly hiking or will it contain off road?

Vice-Chairman Kelley: Its hiking, off roading, biking the whole thing. What we can do is collect information from all the different trails around because this would include everything in the county. We are asking for T or C Lodger's tax because everyone would have to stay here. It cost \$6500.00 and it's responsive, its interactive and we can also download PDFs. I think there's a need for it because like I said every day at the visitor's center, we get to hear people ask for trail information. If we could have something to refer them to that is interactive while they can use while they are out walking, it could be a good thing to have for people.

Chairman Foerstner: The map information are they getting it from tourist or where are they getting from?

Vice-Chairman Kelley: Here is their map that they have of the Dinoland Trail on of the many out in Utah. That's from their website. Its DinolandTrails.com. What we do is we feed them the information. It will have the level of difficulty, elevation all of those things. It can be topographical it can be detailed as far as like parking areas and all that. It's a map that they build for us. We provide the information. It's going to be a lot of work for me.

Chairman Foerstner: I know there are apps that have all that.

Vice-Chairman Kelley: Yes, there are apps.

Chairman Foerstner: I can't remember the name of the one I use.

Vice-Chairman Kelley: Someone was in the other day showing me OnX.

Chairman Foerstner: I use Gaya.

Vice-Chairman Kelley: This is just something that we thought we would do. Another way that we can start doing some more market of outdoor recreation. That's one thing we get a lot of people asking us to do here in town. Some people said that we should be spending more time and effort away from the hot springs and doing more recreational. Of course, hot springs are our bread and butter, but recreation gets them further out. But again, if they are going to stay, they are going to stay here for the most part.

Member Mackenzie: Do the maps update or do you have to pay a maintenance fee annually or do you just have to have it re-done every couple years.

Vice-Chairman Kelley: We would just redo it every couple years. Chris works really well with us and he said basically just send me updates and I'll just update them for you.

Member Mackenzie: Who is he?

Vice-Chairman Kelley: Chris Newton from GO New Mexico

Chairman Foerstner: The trails he would include are the ones you have to send him or he is going to do research to find them.

Vice-Chairman Kelley: No, I'll be the one to send him all the information.

Chairman Foerstner: Where do you get the trails information then?

Vice-Chairman Kelley: Well, I can pull them right off line from the forest service, BLM, BOR.

Chairman Foerstner: Couldn't we just put that on the website? I'm just confused on why we need. If we already have them on those websites.

Vice-Chairman Kelley: I guess we could. I thought it would be good to be in one place

Chairman Foerstner: So, he is going to take all the different websites and put them on the site.

Vice-Chairman Kelley: I am going to collect all the information and then he will build it out. But if you rather, do it that way, I am okay with it.

Chairman Foerstner: I am not familiar with where you are pulling the maps from so I just know I use those apps and everybody shares what they went on and leave notes and pictures. It's really good they leave notes saying "hey don't go on this one this river is washed out or whatever". So those are kind of good.

Member DeMarino made a motion to approve the amended amount of \$564.62 to Sierra County Arts Council for the Website Updates and Maintenance. Member Harrington seconded the motion. Motion carried unanimously.

- e. Discussion/Action: Sierra County Rock and Gem Society- T or C Rock and Gem Show. Megan Holden

Megan Holden presented the Sierra County Rock and Gem Society application for T or C Rock and Gem Show.

Member DeMarino made a motion to approve a total of \$3450.00 with the understanding that the tables will be owned by the city to the Sierra County Rock and Gem Society for the T or C Rock and Gem Show. Member MacKenzie seconded the motion. Motion carried unanimously.

- f. Discussion/Action: Selection of 6 Lodging facilities for the City Lodgers Tax Audit. Deputy City Clerk Martinez

Deputy Clerk Martinez: The city is required to do an Annual Audit of 3 lodging establishment. In the past, the city staff has chosen the entities that would be audited. This year our Auditors have requested for the lodger tax board make those selections. Since the audit was not performed last year, they are requiring six lodging establishments and these are included in your packets. It has to be different once and to bring everything up to compliance. The purpose of the audit is to determine the lodging establishments are maintaining adequate records of occupancy taxes collected determinant of the city as required by law. Establishments are in your packet.

Chairman Jake Foerstner: So, it cannot be the three you did Holiday Inn, Comfort Inn, and Sierra RV Park,

Vice-Chairman Kelley: I was going to cut up pieces of paper and put them in a bowl then I forgot.

Member Mackenzie: I think we could probably count how many there are and then use the phone to randomly select because I do not know if there is a fair way of doing this.

Vice-Chairman Kelley: Good idea.

Chairman Jake Foerstner: Well, I would like to mention, a while back we got numbers on what was coming in and the one thing that surprised me was the Armendariz/ Latter Ranch the number that were on that report were extremely low compared to what they get per night.

Member Harrington: What page are you on because I do not see that?

Chairman Foerstner: Oh, sorry I was on my county boards.

Deputy Clerk Martinez: Is the 29 subtract the 3?

Member Mackenzie: That are closed?

Deputy Clerk Martinez: You would take out Ceilo Vista RV Park, Holiday Inn and Comfort Inn.

Member DeMarino: 26 total

Member Harrington: How many are we selecting?

Deputy Clerk Martinez: 6

Vice-Chairman Foerstner: What involved in the audit?

Deputy Clerk Martinez: My apologies I'm not sure this is the first year our office has dealt with this.

Vice-Chairman Foerstner: The actually audit itself what do they ask the properties to do? Just provide reports?

Member MacKenzie: This is confusing me.

Member Harrington: I used the random.org and member MacKenzie used the random number generator so I got 3 and she got 3.

Member MacKenzie: We did random number went down the list and we got Black Stone, Glamp Camp, Fire Water, Travel Lodge, Riverside Retreat Hot Springs Llc and Chris Sisney.

Member MacKenzie made a motion to approve the Selection of the following 6 Lodging facilities Black Stone, Glamp Camp, Fire Water, Travel Lodge, Riverside Retreat Hot Springs Llc and Chris Sisney for the City Lodgers Tax audit. Member DeMarino seconded the motion. Motion carried unanimously.

5. COMMENTS FROM THE BOARD:

Vice-Chairman Kelley: Special meeting in February.

Member DeMarino: Yes, if we are going to schedule a special meeting in February.

Chairman Foerstner: We need to make sure those are received. If we receive them, I'm ok with it.

Vice-Chairman Kelley: Katy, do you have them?

Deputy Clerk Martinez: I don't at the moment. I will email Destiny once we are done here to let her know the date and let her know to have them in prior to that date.

Member DeMarino: Can't we do the 3rd?

Deputy Clerk Martinez: I have to have fifteen days.

Vice-Chairman Kelley: So that will be the 10th or the 17th.

Member Harrington: The 17th will be President's Day.

Deputy Clerk Martinez: We will be closed on the 17th for President's Day

Chairman Foerstner: Can't do the 10th

Deputy Clerk Martinez: So, the 24th?

Member Mackenzie: So, we are doing February 24 and March 24th.

Board Scheduled a special meeting on February 24, 2025 and a regular meeting on March 24, 2025.

6. COMMENTS FROM STAFF

There were no comments from the staff at this time.

7. ADJOURNMENT

There being no further business, Chairman Foerstner adjourned the meeting at 12:49pm.

PASSED AND APPROVED this 24th day of February 2025.

Jake Foerstner, Chairman

Vice-Chairman Kelley: Okay, well maybe that is a better way to go then we don't have to spend any money on then.

Chairman Foerstner: Might be I don't want to put the close on this. I'm just saying that's what I use because the app is like constantly live and all the users are updating it. Those apps are good I know people have to download the app though. There is liability in putting it in website also because if you don't maintain it, you have tourist getting trapped. Remember those ladies that disappeared Riverbend was the last place they were at.

Vice-Chairman Kelley: If you want, we can table this and reconsider.

Chairman Foerstner: I am just bringing up options and other things. I definitely like interactive and those apps are good because people all share trails.

Member DeMarino: I'm thinking we should table it and then take the opportunity during that time to go on their website and see what it looks like and how it works as compared to hitting different buttons on BLM or BOR and seeing if it's worth it to go with him or if we could hire someone locally to create a page and maintain a page.

Vice-Chairman Kelley: Personally, I would prefer a printed map I could hand people because that what I get.

Member Harrington: I have a question, since it is interactive is there is a way to save a spot, you really like or drop a pin?

Vice-Chairman Kelley: I do not know the answer to that.

Member Harrington: I know that is why I like the OnX app. I pin my favorite spots then I am able to go back.

Chairman Foerstner: Yes, tourist can share all of users do that.

Vice-Chairman Kelley: Ok that's good not that I don't want to do the work but. Is it OnX.

Chairman Foerstner: I use Gaia.

Vice-Chairman Kelley: Thank you, guys. It was just something that we thought about just because of the demand we have.

Member DeMarino made a motion to table to the Geronimo Trail Scenic Byway for the Interactive 3D Trail Map. Member MacKenzie seconded the motion. Motion carried unanimously.

- d. Discussion/Action: Sierra County Arts Council- Website Updates and Maintenance. Christine Auten

Christine Auten presented the Sierra County Arts Council application for website updates and maintenance.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.11

SUBJECT: Approval of Purchase Requisitions over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: February 4, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000.) Please, see attached:

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- Melloy Ford-State Price Agreement-Quote-Managers
- B & D Industries-State Price Agreement-Quote-Utilities
- NM Self Insurers Fund- Policy # 1890 Fy 24/25- Invoice Dues-Finance
- Wilson & Co. -SAP 24-12460-GF Water Distribution Line-NMED-Community Development

Fiscal Impact (Finance): Yes

*City Vehicle Requires a BAR increase for purchase. *Utilities have the items budgeted for purchase.
*Finance has payment for insurance in budge. *Appropriated Funds

Legal Review (City Attorney): Choose an item.

N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Electric & Community Development

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 02/12/2025

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 02/12/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93838	Meloy Ford	State Price Agreement #101-1003-80810 Chevy Equinox \$28,725.00-Manager	Traci Alvarez	Community Development	\$ 28,725.00	SPA
93881	B&D Industries	State Price Agreement #40-00000-24-00074 B&D Industries \$142,242.19-Electric	Pricilla Fuentes	Electric Dept.	\$ 142,242.19	SPA
93884	NM Self Insurers Fund	Policy #1890 FY 24/25-Mutliple Departments	Jocelyn Holguin	Finance Dept.	\$ 322,750.00	DUES
93889	Wilson & Company	Grant SAP 24-12640 GF-WISP I, DWSRF Waterline, MSD Projects	Traci Alvarez	Community Development	\$ 456,137.18	Sole Source
					\$ 949,854.37	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Gary Whitehead
City Manager*

February 5, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: MELLOY FORD-SPA-CHEVY EQUINOX-CITY MANAGER

As per the conditions of the City Manager Contract, the purchasing department, along with the City Manager, have located a suitable vehicle to purchase under the Statewide Price Agreement.

There is a BAR request to cover the cost of \$28,725.00. Once the approval of the State is applied, we will move forward with the purchase. Should this vehicle no longer be in stock the staff will do their diligence to acquire another vehicle similar in cost and need.

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

Regards,

Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/ Tabled: _____

Notes: _____ PO # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 02/12/2025

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93838	Meloy Ford	State Price Agreement #101-1003-80810 Chevy Equinox \$28,725.00-Manager	Traci Alvarez	Community Development	\$ 28,725.00	SPA
					\$ 28,725.00	

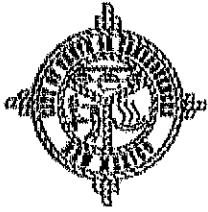
ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date



REQUISITION

Requisition #: 93838

Date: 01/27/2025

Vendor #: 8590

ISSUED TO: MELLOY FORD
499 EMILIO LOPEZ ROAD
LOS LUNAS, NM 87031-

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 2025 CHEVROLET EQUINOX CITY MANAG		0.00 101-1003-80810	28,725.00
PO Description: 2025 CHEVROLET EQUINOX Detailed Description: **PENDING COMMISSION APPROVAL 2-12-2025 STATE CONTRACT 40-00000-24-00068				

Authorized By: _____

SUBTOTAL:	28,725.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	28,725.00



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

Statewide Price Agreement Amendment

Awarded Vendor:
13 Vendors

Number: 40-00000-24-00068

Amendment No.: One

Term: August 6, 2024 – August 5, 2025

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

Procurement Specialist: Jessica Chavez

Telephone No.: (505) 500-9824

Email: Jessica.Chavez@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: **Automotive Vehicles**

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

Please see the revised items on the following pages.

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 9/20/2024

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00068

Page-7

(AG) 0000137865
MCLL, Inc
377 Emilio Lopez Rd
Los Lunas, New Mexico 87031
Karen Sluga
505-866-3180
karen@melloyfleet.com

Delivery: Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.

(AH) 0000137862
MFL INC
499 Emilio Lopez Rd
Los Lunas, New Mexico 87031
Karen Sluga
505-866-3180
karen@melloyfleet.com

Delivery: Approximately 180 days after receipt of order

(AI) 0000137868
MJLL INC
357 Emilio Lopez Rd
Los Lunas, New Mexico 87031
Karen Sluga
505-866-3180
karen@melloyfleet.com

Delivery: Approximately 180 days after receipt of order

(AJ) 0000062888
Melloy Brothers, Inc. DBA Melloy Nissan
7707 Lomas Blvd NE
Albuquerque, NM 87110
Don Bonar
505-265-8721
donb@melloynissan.com

Delivery: Albuquerque, NM

(AK) 0000087738
Phil Long Ford of Raton, LLC
301 South Second Street
Raton, NM 87740
Rhett M. Butler
505-514-3552
rbutler@phillong.com

Delivery: As Requested

(AL) 0000046112
Richardson Investments, Inc
8601 Lomas Blvd NE
Albuquerque, NM 87112-5048
Joe Morales
(505) 275-4457
jmorales@rich-ford.com

Delivery: Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.



VEHICLE QUOTE

January 23, 2025

CITY OF TRUTH OR CONSEQUENCES

NEW MEXICO STATE PRICE AGREEMENT #40-00000-24-00068

ITEM #9 2025 CHEVROLET EQUINOX

MSRP

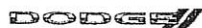
\$29,995.00

3% Contract Discount

<1,270.00>

TOTAL

\$28,725.00





MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$28,600.00
Total Options	\$0.00
Vehicle Subtotal	\$28,600.00
Destination Charge	\$1,395.00
Grand Total	\$29,995.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24530. Data Updated: Jan 22, 2025 6:45:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
1PT26	2025 Chevrolet Equinox FWD 4dr LT w/1LT	\$28,600.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00
NTB	Emissions, Federal	0.00 lbs	0.00 lbs	\$0.00

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MRQ	Transmission, Continuously Variable (CVT) (STD)	0.00 lbs	0.00 lbs	\$0.00

AXLE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
F8M	Axle, 5.81 final drive ratio (FWD only.)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 24630. Data Updated: Jan 22, 2025 6:45:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD)	0.00 lbs	0.00 lbs	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RJL	Tires, 235/65R17, all-season blackwall (STD)	0.00 lbs	0.00 lbs	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AR9	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
EKV	Black, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00
	Options Total	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 24530, Data Updated: Jan 22, 2025 6:45:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

Standard Equipment

Package

Convenience Package I includes (BTV) Remote Start, (DAE) Illuminated visor vanity mirrors, (KA1) driver and front passenger heated seats, (KI3) heated steering wheel and (WLM) remote express-up/-down driver and express-down all passengers

Chevy Safety Assist Includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, (UEU) Forward Collision Alert and IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard Front Pedestrian and Bicyclist Braking.)

Mechanical

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)

Transmission, Continuously Variable (CVT) (STD)

Axle, 5.81 final drive ratio (FWD only.)

Fuel, gasoline, E15

Automatic Stop/Start

Front-wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link

Battery, 70AH, 12V, 760 cold-cranking amps

Alternator, 130 amps

GVWR, 4630 lbs. (2100 kg) (FWD only.)

Brake, automatic vehicle hold

Brakes, 16" front sliding caliper disc, 16" rear sliding caliper disc

Brake lining wear indicator

Brake rotor, FNC

Exhaust, turned down, hidden

Mechanical Jack with tools

Exterior

Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD)

Tires, 235/65R17, all-season blackwall (STD)

Wheel, compact spare 17" (43.2 cm) steel

Tire, compact spare, T125/70R17, blackwall

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Data Version: 24630. Data Updated: Jan 22, 2025 6:45:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

Exterior

Shutters, front upper and lower grille, active
Headlamps, LED
IntelliBeam, automatic high beam on/off
Tail lamps, LED
Glass, deep-tinted, rear
Window, rear side, solar absorbing, privacy tinting
Mirror caps, body-color
Mirrors, outside heated power-adjustable, manual-folding
Liftgate, rear manual

Entertainment

Audio system feature, standard speaker system
Infotainment, High
SiriusXM Trial Subscription (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Google Automotive Services capable
Noise control system, active noise cancellation
USB Ports, 2 type-C located on back of center console, charge only
USB Ports, 2, one type-A and one type-C data/charge, located in the front area of the center console

Interior

Seats, front bucket (STD)
Seat trim, Cloth
Seats, heated driver and front passenger
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual
Headrest, rear center
Armrest, rear center, fold-down with 2 cupholders

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Data Version: 24530. Data Updated: Jan 22, 2025 6:46:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

Interior

Floor mats, carpeted rear

Steering wheel, 3-spoke

Steering wheel, heated, automatic

Steering column, tilt and telescoping

Speedometer, miles/kilometers

Driver Information Center 11" diagonal Driver Information Center

Display, AOS occupant sensing

11.3" diagonal advanced color LCD display with Google Built-in compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones

Vehicle health management

Windows, remote express-up/-down driver and express-down all passengers

Keyless Open and Start

Remote Start

Adaptive Cruise Control

Remote panic alarm

Air conditioning, single-zone

Defogger, rear-window electric

Air filter, pollutant

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, covered

Map pocket, driver seatback

Map pocket, front passenger seatback

Cargo mat, load floor

Power outlet, cargo area auxiliary, 12-volt

Safety-Mechanical

Enhanced Automatic Emergency Braking

Intersection Automatic Emergency Braking Intersection alert, braking

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag

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Data Version: 24530. Data Updated: Jan 22, 2025 6:45:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

Safety/Interior

Airbag, Passenger Sensing System sensor indicator Inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Rear Park Assist

HD Rear Vision Camera

Forward Collision Alert

Following distance Indicator

Front Pedestrian and Bicyclist Braking

Rear Cross Traffic Braking

Reverse Automatic Braking

Blind Zone Steering Assist

Lane Keep Assist with Lane Departure Warning, enhanced

Side Bicyclist Alert

Occupant Presence Detection, front and rear

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

Safety Alert Seat

Seat Belt Adjustable Guide Loops

Rear Seat Reminder

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Data Version: 24530. Data Updated: Jan 22, 2025 6:46:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✓ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 80,000

Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 24580, Data Updated: Jan 22, 2025 6:45:00 PM PST.

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoeppe
Commissioner

Gary Whitehead
City Manager

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

February 5, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: POLE REPLACEMENT-ELECTRIC-SPA

The following reviewed with the City Manager and the Electric Department, the purchasing department, the request to purchase under the Statewide Price Agreement for electrical poles to be purchased for the replacement and update of the current City electrical poles.

Enterprise Funds- 503

Total Cost \$ 131,250.00

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

Regards,

A handwritten signature in blue ink, appearing to read "JH", is written over the printed name.

Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

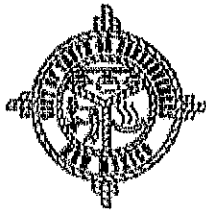
COMMISSION MEETING 02/12/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93881	B&D Industries	State Price Agreement #40-00000-24-00074 B&D Industries \$142,242.19-Electric	Pricilla Fuentes	Electric Dept.	\$ 142,242.19	SPA
					\$ 142,242.19	

ATTEST:

Angela Torres, Clerk-TreasurerDate

Rolf Hechler, MajorDate



REQUISITION

Requisition #: 93881

Date: 02/04/2025

Vendor #: 9226

ISSUED TO: B&D INDUSTRIES INC
9720 BELL AVENUE SE
ABLUQUERQUE, NM 87123-

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 POLE REPLACEMENT		0.00 503-3702-47415	131,250.00
2	0 NMGR		0.00 503-3702-47415	10,992.19
PO Description: POLE REPLACEMENT- ELECTRIC				
Detailed Description: POLE REPLACEMENT- ELECTRIC STATE CONTRACT40-00000-24-00074 COMMISSION AGENDA ITEM: 02/12/2024				

Authorized By: _____

SUBTOTAL:	142,242.19
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	142,242.19



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
19 Vendors – See pages 6-9

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

Invoice:
As Requested at Time of Order

Price Agreement Number: **40-00000-24-00074**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: **James Ortega**

JO

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title: **Electrical Services On-Call**

Term: **June 20, 2024 – June 19, 2025**

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/20/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement #: 40-00000-24-00074

Page-6

Awarded Vendors:

(AA) 0000165669

A and S Enterprises Inc.
106 Roehl Rd NW
Albuquerque, NM 87107
Bryan Abeyta, 505-916-7470
Bryan@asenm.com

Payment Term: Net 30
Delivery: 106 Roehl Rd NW
Albuquerque, NM 87107
Public Works: 1758420150713
License: #380956, EE98

(AB) 0000097177

APIC Solutions, Inc.
5550 Midway Park Place NE
Albuquerque, NM 87109
Steve Foster, 505-345-1381
service@apicnm.com

Payment Term: Net 30
Delivery: Destination, unless otherwise indicated by
NM State Purchasing Agent
Public Works: 2431920120420
License: #373987, EE98, GB98, GS24

(AC) 0000133362

Alpha & Omega Electric, LLC
1301 Alcazar St. NE
Albuquerque, NM 87110
Elizabeth Kinkade, 505-554-3313
elizabeth@electrical.team

Payment Term: Net 30
Delivery: As Requested
Public Works: 24753773182017
License: #387077, EE98

(AD) 0000046277

B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
Jamie Westerfield, 505-299-4464
newwojobs@banddindustries.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 0191702011629
License: #1426, EE98, EL01, GA98, GB98, EL01, GF09,
MM98

(AE) 0000049380

Bixby Electric Inc.
521 Wheeler SE
Albuquerque, NM 87102
Bob 505-350-1098
Bob@Bixbyelectric.com

Payment Term: Net 30
Delivery: As Needed
Public Works: 190612011621
License: #28568, EE98, EL01, GA03, GA98, GB98, GF98,

(AF) 0000145462

Cypress Communication Systems, LLC
2469 Corrales Rd Ste B3
Corrales, NM 87048
Joshua Fenlason, 505-796-5664
info@cypressnm.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 2427820120330
License: #359124, EE98, ES03

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK

65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

February 6, 2025

Attn: Bo Easley

Re: City of T or C – Pole Replacement

Priced per Statewide Price Agreement - # 40-00000-24-00074

Thank you for the opportunity to provide a price for this project.

Price: \$142,242.19 (includes NMGR)

Scope of work: Pole replacement at 15 different locations (labor only).

Inclusions:

1. Broadway/Aluminum - \$8,750.00
2. Broadway/Mercury - \$8,750.00
3. Marshall/Steel #1 - \$8,750.00
4. Marshall/Stell #2 - \$8,750.00
5. Marshall/Lead - \$8,750.00
6. Marshall/Nickle #1 - \$8,750.00
7. Marshall/Nickle #2 - \$8,750.00
8. Marshall/Nickle #3 - \$8,750.00
9. Marshall/Platinum - \$8,750.00
10. Marshall/Tin - \$8,750.00
11. Marshall/Copper - \$8,750.00
12. Marshall/Iron - \$8,750.00
13. Last pole on Marshall - \$8,750.00
14. Clay Spears Pole - \$8,750.00
15. WasteWater Road - \$8,750.00
16. Labor only
17. NMGR @ 8.375% (\$10,992.19)

Exclusions:

1. Payment & performance bond (Add 1% if required)
2. Testing
3. All permits, plan review, and utility fees
4. General site conditions
5. Shift work and overtime work
6. Rental of temp. equipment
7. Demo of any existing electrical
8. All formed and poured concrete for transformer pads and housekeeping pads

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK

65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

9. Excavation
10. Saw cutting, coring, and patching of concrete, asphalt, etc.
11. Painting of any conduit, raceway, or equipment
12. Painting and patching of any walls, ceiling, sheetrock, and/or any other surface
13. Patching of any block, concrete, or asphalt
14. Architect design and engineering services
15. Asbestos and lead paint removal
16. HVAC Controls and EMS electrical installation
17. Spare material, lamps and fuses
18. Fixture support wires
19. Temporary power
20. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
21. Repair of existing code violations
22. Any electrical not specifically addressed in this narrative

If you have any questions or concerns, please feel free to email or call.

Best Regards,

Shane Lewis

Project Manager II
slewis@banddindustries.com
(505)-903-9940

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Ingo Hoeppner
Commissioner*

*Gary Whitehead
City Manager*

February 5, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: POLICY #1890 FY24/25-NM SELF INSURERS FUND

The following reviewed with the City Manager the New Mexico Self Insures Fund is past due for payment and has been reconciled for FY 23/24 and 24/25. This is a requirement and based on the threshold is being presented to the City Commission for approval.

Multi-Lines

Total Cost \$ 322,750.00

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

Regards,


Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 02/12/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93884	NM Self Insurers Fund	Policy #1890 FY 24/25-Multiple Departments	Jocelyn Holguin	Finance Dept.	\$ 322,750.00	DUES
					\$ 322,750.00	

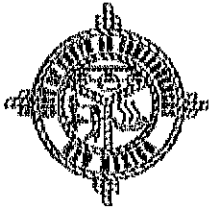
ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date



REQUISITION

Requisition #: 93884

Date: 02/04/2025

Vendor #: 0538

ISSUED TO: NM SELF INSURERS FUND
P.O. BOX 846
SANTA FE, NM 87504

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 POLICY NUMBER: 1890 FY 25		0.00 101-1018-46733	322,750.00
PO Description: POLICY NUMBER: 1890 Detailed Description: POLICY NUMBER: 1890 FISCAL YEAR 24/25 CURRENT POLICY PAYMENT + OUTSTANDING BALANCE FOR PRIOR FISCAL YEAR 23/24 COMBINED DEPARTMENTS-MULTI-GL'S COMMISSION AGENDA ITEM: 02/12/2025 PLEASE, SEE ATTACHED:				

Authorized By: _____

SUBTOTAL:	322,750.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	322,750.00



Customer Statement

New Mexico Self-Insurers' Fund
P.O. Box 846
Santa Fe, New Mexico 87504-0846

Customer ID
Truth or Consequences-NMSIF

Date
9/30/2024

Number
77

Billing Address

City of Truth or Consequences
505 Sims Street
T or C, NM 87901

Service Address

City of Truth or Consequences
505 Sims Street
T or C, NM 87901

Billing Number	Date	Insurance Type	Description	Charges	Payments/ Credits	Balance
25Air 101	7/1/2024	Liability	FY25 Airport Liability	\$2,951.00	\$0.00	\$2,951.00
25EmpDsh 085	7/1/2024	Property	FY25 Employee Dishonesty	\$1,328.00	\$0.00	\$1,328.00
25Liab 104	7/1/2024	Liability	FY25 Liability Renewal	\$245,779.00	\$0.00	\$245,779.00
25Liab 104	9/10/2024	Liability	Additional Premium - Liquor Liability	\$1,125.00	\$0.00	\$1,125.00
25Prop 1	7/1/2024	Property	FY25 Property Renewal	\$38,856.00	\$0.00	\$38,856.00
25Vol 101	7/1/2024	Liability	FY25 Volunteer Premium	\$122.00	\$0.00	\$122.00
25WC 105	7/1/2024	Workers Comp	FY25 Workers' Comp Renewal	\$32,589.00	\$0.00	\$32,589.00

Previous Balance		Charges		Payments/Credits		New Balance	
\$0.00		\$322,750.00		\$0.00		\$322,750.00	
Current	\$246,904.00	30 Days	\$0.00	60 Days	\$0.00	90+ Days	\$75,846.00

Customer ID

Truth or
Consequences-NMSIF

City of Truth or Consequences
505 Sims Street
T or C, NM 87901

MAIL PAYMENTS TO:

New Mexico Self-Insurer's Fund
P.O. Box 846
Santa Fe, New Mexico 87504-0846

\$ _____ Amount Remitted



NEW MEXICO SELF-INSURERS' FUND

Coverage Renewal Invoice

Policy Number: 1890

Invoice Date: 7/26/2024

Insured: Truth or Consequences

Coverage Dates: 7/1/2024 to 07/01/2025

Fund Year: Fiscal Year 2025

Reference #	Coverage	Premium
Property	Property	\$36,947
	Contractors Equipment	1,833
	EDP	76
25Prop 1	Total Property Premium Due	\$38,856
Liability	Automobile	
	Auto Liability	\$21,781
	Auto Physical Damage	29,805
	General Liability	129,461
	Liquor Liability	1500
	Law Enforcement Liability	60,793
	Public Officials Liability	72,028
	Total Liability	\$315,368
	Less 25% Discount	-78,842
	Plus Premium for Increased Limit – Law Enforcement	6,412
	Plus Premium for Increased Limit – Public Officials	3,966
25Liab 104	Net Liability Premium Due	\$246,904
Workers' Compensation	Workers' Compensation	\$130,359
	Less 75% Discount	-97,770
25WC 105	Net Workers' Compensation Premium Due	\$32,589
	Total NMSIF Renewal Premium Due	\$318,349

Passthrough Coverage

Reference #	Coverage	Premium
25Air 0101	Airport	\$2,951
	Cyber	\$0
25EmpDsh 085	Employee Dishonesty	\$1,328
	Fine Arts	\$0
	Storage Tank Liability	\$0
25Vol 101	Volunteer Accident	\$122
	Volunteer Firefighter Accident	\$0
Total NMSIF Renewal & Passthrough Premiums Due		\$322,750

Notes:

- *NMSIF Property and Liability renewal premiums are due in full upon receipt of invoice. Worker Compensation renewal premium may be split in 2 payments, the 1st due within 30 days of receipt, the 2nd due by 12/31/24.*
- *Passthrough coverage premium is due in full upon receipt of invoice.*

Remit Payment to:

New Mexico Self Insurers' Fund
PO Box 846
Santa Fe, NM 87504-0846

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

February 5, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: WILSON AGREEMENT-COMMUNITY DEVELOPMENT AGREEMENT

The following reviews with the City Manager and the Community Development Department, and purchasing department, the request for a new agreement with Wilson and Company for the ongoing Wastewater Improvements. The prior On Call Agreement has expired and the current On Call does not have the proper language to utilize for the continued services. Based on those nuances, the City with the approval of State, a 30 Day Sole Source was issued to continue to utilize Wilson & Company for the continuance of the already involved with the current projects for start to finish. This will help avoid further disruptions and not to have the cost exceed further if we were to procure another engineering firm.

*This agreement was placed in an earlier portion of the agenda for acceptance of said agreement. This step allows us to move forward with the purchase order for services.

SAP GRANT #24-12460-GF- 380

Total Cost \$ 456,137.18

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

Regards,


Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

PURCHASE REQUISITION APPROVAL

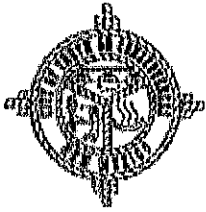
2024-25 Fiscal Year

COMMISSION MEETING 02/12/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93889	Wilson & Company	Grant SAP 24-12640 GF-WISP I, DWSRF Waterline, MSD Projects	Traci Alvarez	Community Development	\$ 456,137.18	Sole Source
					\$ 456,137.18	

ATTEST:

Angela Torres, Clerk-Treasurer_____
Date_____
Rolf Hechler, Major_____
Date



REQUISITION

Requisition #: 93889

Date: 02/05/2025

Vendor #: 7982

ISSUED TO: WILSON & COMPANY INC ENGINEER
4401 MASTHEAD ST NE SUITE 150
ALBUQUERQUE, NM 87109-

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 WA SYSTEM IMPROVEMENTS SHOVEL RE		0.00 380-7034-80860	456,137.18
PO Description: ENGINEERING SERVICES DESIGN/CONSTRUCTION OVERSIGHT Detailed Description: **PENDING COMMISSION APPROVAL 2-12-25** SOLE SOURCE #50-M0098-24-CP499 GRANT- SAP 24-I2460-GF				

Authorized By: _____

SUBTOTAL:	424,560.49
TOTAL TAX:	31,576.69
SHIPPING:	0.00
TOTAL	456,137.18

From: [Holguin, Jocelyn](#)
To: [Traci Alvarez](#); [Nasi, Mark](#); [Deal, Steven, ENV](#)
Cc: [Javier, Jordan](#); [Ducon-Walk, Daniela](#)
Subject: Fw: Sole Source #50-M0098-24-CP499 - 30 Days
Date: Monday, January 27, 2025 10:24:41 AM

Hello All,

Please note, the sole source is complete and successful. We are now ready to proceed with the contract with Wilson and should be on the next Commission meeting for official approvals. Thank you.

Best Regards,

Jocelyn Holguin
Finance Director
City of Truth or Consequences
505 Sims Street
Truth or Consequence, NM 87901
Director #575.740.7323
jholguin@torcnm.org

Confucius Says: Teamwork makes the Dreamwork!

From: GSD.SPDInfo@state.nm.us <GSD.SPDInfo@state.nm.us>
Sent: Monday, January 27, 2025 12:01 AM
To: Holguin, Jocelyn <JHOLGUIN@TORCNM.ORG>
Subject: Sole Source #50-M0098-24-CP499 - 30 Days

Your Sole Source #**50-M0098-24-CP499** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does **not** mean your contractor can begin work. It **only** means the procurement method has been approved.

GSD/SPD State Purchasing Division
GSD.SPDInfo@state.nm.us
\$ASSIGNEDNAMES
\$ASSIGNEDEMAIL\$

**STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
T OR C WATER DISTRIBUTION LINE RPLC
SAP 24-I2460-GF**

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Truth or Consequences hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 106 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2460-GF \$4,400,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 106, Four Million Four Hundred Thousand Dollars, (\$4,400,000.00), from the General Fund to plan, design and construct water system improvements, including replacement of water distribution lines, in Truth or Consequences in Sierra county;

The Grantee's total reimbursements shall not exceed Four Million Four Hundred Thousand Dollars, \$4,400,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.