Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, OCTOBER 28, 2026; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION
   1. ROLL CALL
      Hon. Rolf Hechler, Mayor
      Hon. Destiny Mitchell, Mayor Pro-Tem
      Hon. Amanda Forrister, Commissioner
      Hon. Ingo Hoeppner Commissioner
      Hon. Chaz Glines, Commissioner
   2. SILENT MEDITATION
   3. PLEDGE OF ALLEGIANCE
   4. APPROVAL OF AGENDA
   5. COMMISSION COMMENTS
   6. STAFF COMMENTS

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. CONSENT CALENDAR
   1. Take Home Vehicle Forms: Police Department

E. NEW BUSINESS
   1. Discussion/Action: Plat Amendment at 401-403 Silver Street. Assistant City Manager Alvarez
   2. Discussion/Action: Approval of Purchase Requisitions over $60,000.
      a. J & H Services Inc.
      b. Municipal Emergency Services
      c. Smith Co. Construction
      d. Lonestar Freightliner Group, LLC
   3. Discussion/Action: Axonius Adapt Virtual 26 Filming and Ceremonial Town Rename. Taylor Wiggins, Axonius

F. ORDINANCES/RESOLUTIONS/ZONING
   1. Discussion/Action: Resolution No. 23 26/27 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
   2. Discussion/Action: Resolution No. 24 26/27 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer

G. EXECUTIVE SESSION
   1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Purchase Agreement) pursuant to 10-15-1(H.8).

H. RETURN TO REGULAR SESSION; ACTION (if any)
   1. Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam Purchase Agreement) pursuant to 10-15-1(H.8).

I. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING NOVEMBER 18, 2026 AT 9:00 A.M.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 25, 2026

Agenda Item #: D.1

SUBJECT: Take Home Vehicle Forms: Police Department
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 21, 2026
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle requests are for Ashley Stanridge, Ivana Hernandez and Alexandre Ortiz in the Police Department. Ashley's commute is 65 miles, Ivana's commute is 88 miles, and Alexandre's commute is 75 miles.

Recommendation:

Approve take home vehicle forms.

Attachments:

- -

-

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

-

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

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 10-28-26

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.1

MEETING DATE: October 28, 2026

SUBJECT: Discussion/Action: Summary Plat Amendment 401-403 Silver
DEPARTMENT: Community Development
DATE SUBMITTED: October 22, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Assistant City Manager, Traci Alvarez

Summary/Background:
Applicant is requesting to combine parcels at 401 and 403 Silver St. Public Hearing was held at the P & Z meeting on 10/13. No Opponents or Proponents. The Planning & Zoning Commission unanimously recommended approval to the City Commission.

Recommendation:
Review recommendation from P & Z and make final determination

Attachments:
- P&Z Agenda Packet
- DRAFT P & Z Minutes

-

Fiscal Impact (Finance): **No**

Legal Review (City Attorney): **Yes**
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC agendas 10-28-26

CITY OF TRUTH OR CONSEQUENCES

PLANNING AND ZONING COMMISSION ACTION FORM

DATE: 10-13-2026

ITEM: Public Hearing/Discussion/Action: Summary Plat Amendment – 401 and 403 Silver Street

BACKGROUND:

The applicant is requesting approval of a Summary Plat Amendment under Sec. 15-15 (Alternate Summary Procedure) to combine four previously platted lots—Lots 1, 2, 3, and 4, Block 27, La Vista Addition—into one parcel identified as Lot 4A. The resulting parcel contains approximately 16,790 square feet (0.39 acres). The replat eliminates three interior lot lines and does not create any additional lots. All affected lots are within the same previously platted block, and no vacation of street dedications or utility easements is proposed. The resulting parcel meets the applicable lot-size requirement and has direct, legal, unobstructed access to existing City-maintained streets and existing City water and wastewater utilities, consistent with Sec. 15-15.

Findings of Fact: The proposed combination of the existing lots into one parcel is not anticipated to impair light or air to adjacent property; unreasonably increase traffic; increase fire danger or endanger public safety; deter orderly growth and development; unreasonably impair surrounding property values; impair the public health, safety, or general welfare; or constitute spot zoning. The request changes parcel boundaries only and does not propose a zoning district change or additional development as part of this action.

SUPPORT INFORMATION:

- Summary Replat – Lot 4A (formerly Lots 1, 2, 3 & 4, Block 27, La Vista Addition)
- Notice of Public Hearing – October 13, 2026
- Municipal Code Sec. 15-15 – Alternate Summary Procedure
- Findings of Facts Checklist

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.gov	Phone: 575-952-0565	

SUMMARY REPLAT
"Lot 4A" formerly "Lot 1, Lot 2, Lot 3, & Lot 4"
Block 27, La Vista Addition
Truth or Consequences, Sierra County, New Mexico

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR SURVEYOR CERTIFICATE, ACKNOWLEDGEMENT AND APPROVAL BLOCKS

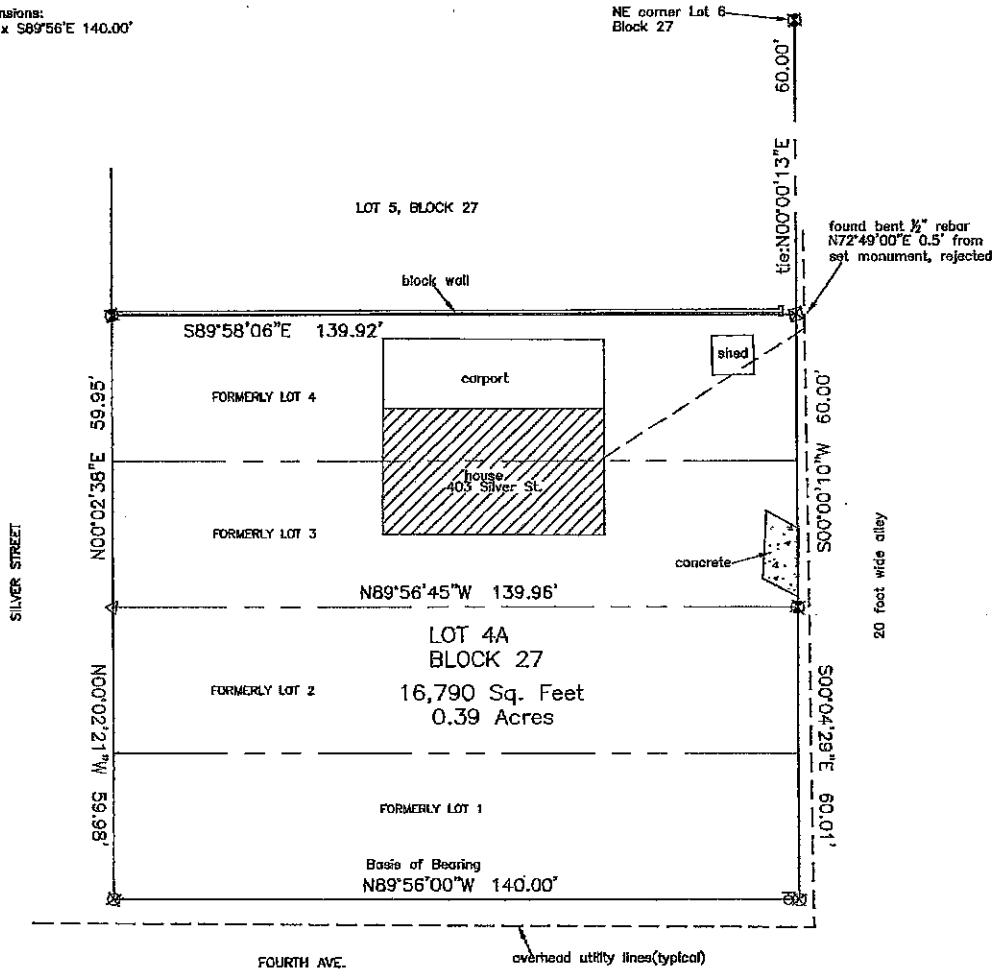
Reference:

Lots 1 & 2: Warranty Deed filed 9/30/2016 in Book 127 Page 735, Assessor Owner #3228
Boundary Survey Plat filed 9/30/2016 in Book 127 Pages 736–737

Lots 3 & 4: Warranty Deed filed 8/23/2010 in Book 116 Page 2907, Assessor Owner #1196

The La Vista Addition to the Town of Hot Springs Plat of Resurvey filed January 27, 1939 as Plat #19–B. Reference document for lots in Block 27, streets, alley, Basis of Bearing, record lot dimensions.

Record lot dimensions:
N0°01'30"W 30' x S89°56'E 140.00'



⊠ =found 1/2" rebar with illegible plastic survey cap

⊠ =found 1/2" rebar

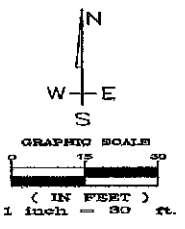
▽ =found 1/2" rebar with 1"x3" aluminum tag impressed 12129

⊠ =set 1/2" rebar with 1" plastic survey cap stamped 13984

Ø =telephone pedestal

All monument dimensions are "outside diameter"

Found and accepted monuments tagged with a 3/4" brass disc stamped 13984



RICHTER LAND SURVEYING
614 BROADWAY, P.O. BOX 1648
TRUTH OR CONSEQUENCES, NM 87901
575 894-2348

26010

INDEXING INFORMATION FOR COUNTY CLERK

Juan A. Fuentes
Sec 34, T13S, R4W
La Vista Addition

SUMMARY REPLAT
"Lot 4A" formerly "Lot 1, Lot 2, Lot 3, & Lot 4"
Block 27, La Vista Addition
Truth or Consequences, Sierra County, New Mexico

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DOCUMENT CITATIONS
AND SUMMARY REPLAT

The replat of lots as shown and designated on Sheet 2 of 2 is hereby approved

Mayor, City of Truth or Consequences, NM Date

JEFF L. RICHTER, 13984, NEW MEXICO, REGISTERED PROFESSIONAL SURVEYOR
9-4-2026

The replat of lots as shown and designated on Sheet 2 of 2 is in accordance with the wishes and desires of the undersigned, to wit:

Juan A. Fuentes 9-8-26 Date

COUNTY OF SIERRA)
STATE OF NEW MEXICO)
The foregoing instrument was acknowledged before me this 8 day of September, 2026, by Juan A Fuentes.

Janet L Godfrey
NOTARY PUBLIC

6/22/2028
MY COMMISSION EXPIRES

State of New Mexico
Notary Public
Janet L Godfrey
Commission Number 1128938
Expiration Date 6/22/2028

SURVEYORS CERTIFICATE

I, Jeff L. Richter, New Mexico Professional Surveyor No. 13984, do hereby certify that this Summary Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief.

Jeff L. Richter 9-4-2026
Jeff L. Richter N.M.P.S. #13984 Date

RICHTER LAND SURVEYING
614 BROADWAY, P.O. BOX 1648
TRUTH OR CONSEQUENCES, NM 87901
575 894-2348

26010

INDEXING INFORMATION FOR COUNTY CLERK
Juan A. Fuentes
Sec 34, T13S, R4W
La Vista Addition

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

505 Sims St.
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P: 575-894-6673
www.torcnm.gov

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Tuesday, October 13, 2026, to receive input regarding the following:

Public Hearing/Discussion/Action: Summary Plat Amendment at 401 and 403 Silver Street. The applicant wishes to combine the parcels as per Sec. 15-15 (Alternate Summary Procedure)

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Should you have any questions regarding this Public Hearing, please contact Traci Alvarez at (575) 952-0565 or by email at talvarez@torcnm.gov.

The agenda may be obtained on Friday, October 9, 2026 on the city website calendar at www.torcnm.gov; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.gov.

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

Publish on the following date:

- Sentinel– Thursday, September 17, 2026

Sec. 15-15. - Alternate summary procedure.

A. *Approvals by Planning and Zoning Commission:* The Planning and Zoning Commission may approve or deny the following types of subdivisions:

1. A re-plat of a previously filed subdivision when:

   a. No more lots are created than exist in the area at the time of the submittal of the replat application; and,

   b. All lots to be created have direct, legal, unobstructed access to an existing City maintained street;

   c. All lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;

   d. The subdivider files with the City a Letter of Credit for funds adequate to pay for connecting the lots to the City's water and wastewater lines, or, pays to the City the City's fees for connecting the lots to the City's water and wastewater lines;

   e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;

   f. All new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots;

   g. All lots to be eliminated or created exist within the area of a single block of lots in a previously platted and filed subdivision; and,

   h. No vacation of street dedications or utility easements is proposed; or,

   i. Lots are to be eliminated.

2. The subdivision of previously unsubdivided land when:

   a. No more than two lots are created;

   b. Both lots to be created have direct, legal, unobstructed access to an existing City maintained and paved street with curb gutter and sidewalk;

   c. Both lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;

   d. The subdivider files with the City a Letter of Credit for funds adequate to pay to connect both lots to the City's water and wastewater lines, or, pays to the City funds for connecting both lots to the City's water and wastewater lines;

   e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;

   f. The new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots; and,

   g. No vacation of street dedications or utility easements is proposed.

B. *Limit on number of summary procedures:* The summary procedure shall be used only once on any one property, or within any group of contiguous or adjacent properties owned by a subdivider, unless the property has been master-planned, legally subdivided, and is zoned for industrial uses, and wherein the streets within those subdivisions have been dedicated to and accepted by the City. No subdivider who has received approval of a subdivision shall utilize the summary procedure to subsequently increase the number of lots within said subdivision.

C. *Elective pre-application procedure:*

1. Prior to filing a summary plat, the subdivider may submit a conceptual plan of the proposed subdivision to the City's Zoning Administrator. The conceptual plan shall provide enough

information for the Zoning Administrator to locate the proposed subdivision and to comprehend its scope and potential impacts. Neither a written application nor an application fee are required for submittal of a conceptual plan.

2. The City's Zoning Administrator shall place the proposed summary subdivision on the next possible agenda of the Planning and Zoning Commission for discussion, when the Planning and Zoning Commission shall consider the proposal with the subdivider or the subdivider's representative and shall indicate changes, if any, that will be required for the submittal process.

D. *Summary plat submittal requirements summary plat submittal requirements are:*

1. Application, signed by all property owners, including all parties having an equitable interest, trustees of an estate and all persons having a specific "power of attorney" in such land;
2. A record of any pending litigation or any final order entered by any court of law regarding the ownership of the subject property;
3. Application fee as established by the City;
4. Documentation from the Sierra County Assessor's Office that the current year's property taxes are paid and that no taxes are owed on the property;
5. A plat conforming to section 15-13.A of this Code; and,
6. Releases by the Public Utilities Advisory Board, and all utility companies which are proposed as providers for the subdivision.

E. *Submittal and review procedures:*

1. Incomplete submittals will not be accepted for review.
2. The subdivider shall submit all required materials to the City's Zoning Administrator.
3. The City's Zoning Administrator shall review all materials, and shall within three working days from the date the application is determined to be complete, request opinions of applicable City departments, other governmental agencies, and utility companies for review, comments and recommendations. City departments shall have ten calendar days in which to review and respond in writing to any such request. Within three working days of receiving any written reports, comments or recommendations from any City department, governmental agency, or utility company, the Zoning Administrator shall make available to the subdivider a copy of such materials.
4. The Zoning Administrator shall have the right to require that the subdivider provide additional information or to make amendments to the plat and supporting information if the Zoning Administrator determines that the information originally submitted by the subdivider was incomplete, incorrect or invalid.
5. The subdivider shall have ten working days in which to make any corrections or additions required by the Zoning Administrator, or to request a postponement of action by the Zoning Administrator for up to 135 days.
6. If a subdivision application does not meet the requirements of this Code within 180 days of its original submittal, the Zoning Administrator shall summarily reject the application and notify the applicant in writing of the reasons for the rejection.
7. At such time as the subdivider meets the requirements of this Code, the subdivider shall provide the Zoning Administrator with a copy of the final plat.
8. At such time as receiving a submittal that meets all requirements of this Code, the Zoning Administrator shall recommend that the Planning and Zoning Commission approve the final plat by consent agenda action during its next regularly scheduled meeting, and the Planning and Zoning Commission shall approve the subdivision by consent agenda action during its next regularly scheduled meeting.

9. The subdivider shall file a signed copy of the final plat in the records of the County Clerk of Sierra County, and shall provide the City with one of the signed copies.

F. *Divisions for the purpose of mortgage:* Divisions for purposes of mortgage are not allowed. If a property is to be mortgaged it must be done so in its entirety or properly subdivided as required in this chapter.

(Ord. No. 555, 5-23-06)

PLANNING AND ZONING COMMISSION
FINDINGS OF FACTS CHECKLIST

Request Date_____ Address_____

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

**Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.*

CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
TUESDAY, OCTOBER 13, 2026

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission 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 Tuesday, October 13, 2026 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Molly Hammer, Vice Chairman Absent
Susan Buhler, Member
Esther Luchini, Member
Lisa Kent, Member

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy Clerk

1. **APPROVAL OF AGENDA:**

Chairman Sisney made a motion to approve the agenda with amendment of tabling Item 5. Member Luchini seconded the motion. Motion carried unanimously.

2. **APPROVAL OF MINUTES:**
   a) **September 14, 2026**

Member Buhler made a motion to approve the minutes. Member Kent seconded the motion. Motion carried unanimously.

3. **COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)**

There were no comments from the public.

Deputy Clerk Martinez swore in the participants for the public hearings.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

a) Public Hearing/Discussion/Action: Summary Plat Amendment at 401 and 403 Silver Street.

Assistant City Manager Alvarez: The item before you today is a request for a Summary Plat Amendment for the properties located at 401 and 403 Silver Street, pursuant to Section 15-15 of the City's Municipal Code, the Alternate Summary Procedure. The Applicant is requesting to combine four existing lots, Lots 1 through 4 of Block 27 in the La Vista Addition, into one parcel identified as Lot4A, totaling approximately 16,790 square feet, or 0.39 acres. The proposed replat eliminates the interior lot lines without creating additional lots. The resulting parcel meets the applicable lot-size requirements and had legal access to existing City- maintained street and City water and wastewater utilities. No street or utility easement vacations are proposed. The request has been reviewed against the City's seven Finding of Fact criteria, with no anticipated adverse impacts identified. No zoning change is requested. The applicant is available to answer any questions the Commission may have regarding the proposed replat.

Chairman Sisney opened the public hearing.

Juan Fuentes Applicant: I don't have any specific questions. I think Traci covered it pretty well. It's a pretty straight forward replat request. Down the road I will be coming back for a building permit, but I want to go step by step.

Proponents:
No Proponents
Opponents:
No Opponents

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Summary Plat Amendment at 401 and 403 Silver Street. Member Kent seconded the motion. Roll call vote was taken. Motion carried unanimously.

Item Table

5. NEW BUSINESS:

A) Presentation/Review of Municipal League Zoning Officials Conference

6. WORKSHOP:

A) Various Items Update.

Assistant City Manager Alvarez: I uploaded everybody's position papers as well as the minutes from all the meetings that we have had that applied to any of the workshops and provided a spread sheet of the items that were discussed. As well as the identification of where each member stood. There is nothing for you guys to do. Nothing that we were going to go over. I just wanted to give you guys the opportunity to see the items we have discussed so far and just get a simplified view of what the overall conclusion was. If there is anything in there that you have noticed is incorrect or missing, please don't hesitate to reach out to me and let me know. I think we are using this internally as well. As we are working through the items that you guys presented to us. The concerns, changes and seeing what we can come up with both with Tyler assisting with potential proposed changes within the ordinance. It's just a kind of for your information. It's a lot when you're looking at everybody's position papers individually and trying to remember what was discussed. I thought this would be a good way to get an overall view.

Member Kent: Its nice seeing it in this kind of format.

Assistant City Manager Alvarez: It was interesting when it came out.

Chairman Sisney: On river rules, signage and motorized vessels it says I participated in the discussion. I would like to state that I really oppose having any motorized vessels on the river in town.

Assistant City Manager Alvarez: I will go in and review that section and expand more on that.

Member Kent: I feel like I have made comments about the river in meetings, but it says that I have not said anything. For the record I am in favor of embracing our river. Making it more accessible to people. Having proper signage and safety. Possibly even adding additional features in the river like we have the new boat ramp which is great. Maybe we can have more things like that. We are lucky to have that river.

Member Buhler: If there is anything motorized in there then there should be no wake.

Member Kent: I don't think anything motorized belongs in a river. This is not the Mississippi or the Hudson. Nothing motorized should be in this river. Kayaks, rafts, subs, innertubes, people wearing life jackets and things like that absolutely can be used for recreation.

Member Buhler: What about electric?

Chairman Sisney: That's motorized.

Member Buhler: I'm not saying that I'm for having motorized vehicles in the river but historically they have been there.

Member Kent: I know people drive through the river sometimes to get to the other side because there is no bridge. That's one thing.

Assistant City Manager Alvarez: I think one of the biggest notes on this one and I do remember some of this. The first thing we have to figure out is who holds the jurisdiction on that and who can enforce it and how do we enforce it. I know in the past for our law enforcement that has been one of the questions "how do you enforce that?". If they don't have a motorized vehicle to get on the river and chase somebody down. Did they go outside of the jurisdiction or take off on a jet ski and go all the way down towards Caballo type thing. I think that's the big thing is trying to figure out who's jurisdiction it is to make that rule. I do have that noted. That is something that we have received other comments from the public we get a lot of that feedback. I know that historically we have had a lot of that at commission meetings and it's always just trying to figure out who holds that jurisdiction. I think our current city manager really wants to focus on determining that so we can come up with an answer so it's not always left up in the air.

Chairman Sisney: I know that they said that this whole section of the river is a no wake zone and you can create a wake within a certain distance of the bank. Well because the river is so narrow it's impossible to create a wake and not have it reach the bank. I also know that the signage doesn't do any good. I have seen people sipping around and it's very hard on the banks of the river. I have seen it personally.

Member Kent: It's not good for things that live in the river.

Member Luchini: Is there a debate on who has jurisdiction?

Assistant City Manager Alvarez: Its BOR. I can't remember the other department but it's historically not been something easy whether it be city or county to enforce. I do believe there was a time maybe it was last summer. I remember hearing about it where there was a complaint of someone zipping up and down on a jet ski and county officers were able to locate where they had potentially put that jet ski in but it was out in the county it was not in the city limits. They just kind of hung out and waited to eventually they came out of the river. What the enforcement action was I don't know because I don't know what authority we have. I don't know if they were able to give him a ticket. State parks that's the other department of all things I guess State parks has some jurisdiction or authority from what I understand. Like I said that's what the city manager really wants to figure out. He wants to nail down who has the authority and what those rules are. Also what can and can't we enforce because our city officers don't have jet skies or boats so it's kind of hard to say you have to enforce that if we don't then in turn fund them to get something to enforce it.

Chairman Sisney: Well since you have to put them in the water I think waiting for them to return to where they launched it from is the best.

Assistant City Manager Alvarez: If you can find that. Have you ever driven the back road from the Williamsburg area all the way down to Caballo area. There is places to hide. I have only been back that way once. We were looking to see if there was anywhere to camp back in the area. There is a lot of places where people just pull in there and park.

Member Buhler: I know some lakes in Colorado and different areas they do permit electric.

Member Kent: On a lake.

Member Buhler: But they are small lakes. I don't know how that would all come together.

Member Kent: A lake is a different thing.

Member Buhler: It's the fuel. They don't want the fuel.

Member Kent: There is no rivers in the state of Colorado that allow motorized vessels. If we are talking rivers it's just seems like a no brainer to me. We do not have rivers that are suable for motorized vessels but lakes are a different topic and motorized vessels are allowed on our lakes here Caballo, Elephant Butte, Navajo and on and on. That's a completely different discussion in my mind plus those are governed by a different agency. Elephant Butte is state parks.

Member Buhler: This will be the state too. The river will be some avenue of the state. They will have their own set of rules. I don't know if it's the state engineers office or who you would speak with.

Assistant City Manager Alvarez: I think the starting is with BOR. I think that would be one of the first conversations the city manager was talking about having. He very well could have reached out to gather some of that information. It's a hot topic not only in with you guys as a board but we have had it during public comment at city commission meetings before. It's definitely on his radar to identify who has jurisdiction. Whether or not the city or county can take over any of that jurisdiction. If we can how do we enforce it and what do we need for them to enforce it.

Chairman Sisney: Anyone else have a comment?

Assistant City Manager Alvarez: Like I said if there is anything missed don't hesitate to shoot me an email. Or if there was a position paper that I missed uploading that you guys submitted just email it to me I will review it and make the changes. I will definitely go back into the minutes and expand that.

Member Buhler: With the tiny homes. I feel serious about this also that they should have their own area or you can't put 5 of them on a lot. There has to be a certain size lot for that tiny home to be on.

Member Kent: I think one of the first things is we have to distinguish the difference between what is really a tiny home and just a small house. Truly a tiny home at least from my research is something that sits on a chassis. It's like an RV. It's on wheels it can be moved. A small home

maybe built on a foundation and maybe that's 400 to 500 square feet. A tiny home would probably be less than 400. Many times at least what I have noticed traveling in different states and cities is a true tiny home and we are just going to define that as something that is on wheels and can be moved for the sake of what I'm about to say. They generally have to be in RV parks. They are RV's lets just be honest. They might be a little fancier. They might have a loft and marble counter tops and whatever. But they are RV's at the end of the day. So, generally they go into an RV park or some kind of mobile home park or a specific area that was designated for tiny homes. Nothing else goes in there. They don't just pop on any random residential lot.

Member Buhler: We have had that though on the river. They guy wanted to build a tiny home on the tiny lot.

Assistant City Manager Alvarez: But he was building. That was a site build. That is different. What I can tell you from a Planning and Zoning side if somebody calls me and they ask can I build a tiny home in T or C? The first question I ask them is exactly that. What type of a tiny home are you talking about because if it's on wheels and you can tow it we are going to look at it like it's an RV and it's only allowed in and RV or Mobile home park. I tell them if they are talking about building a house on a foundation that is smaller then what or minimum dwelling unit is then you have to look at going for a variance request to our city commission. I know that's another topic that the city manager and I discussed. Maybe it's not necessarily allowing tiny home other than allowing tiny homes in an RV and mobile home park. Maybe we need to look at our different zones and what our minimum dwelling unit is and is there any allowance where we consider making a smaller minimum dwelling unit in some of those areas. Maybe instead of a minimum of 550 we say ok in this are lets make the minimum dwelling unit 400 to accommodate something smaller.

Member Kent: I still think something like that should be in a designated area because you don't want a 2,000 square foot house and a 400 square foot house.

Assistant City Manager Alvarez: That's where your zones come in. Like in R1 you have to have a 1,200 square foot.

Member Kent: Even 550 is pretty small and then all of a sudden you go down to 400 but you still have 1,000 square foot home on side and 900 square foot home on the other side.

Member Buhler: I think there definitely needs to be a standard for size.

Member Kent: There does and I think in terms of writing anything into our code as we update this we need to clearly distinguish the definition of these terms.

Assistant City Manager Alvarez: Yes 100 percent.

Member Kent: Very clearly because we use the word tiny homes very differently. Everybody kind of thinks of it differently. There is a tiny home that is on wheels. There is a small homes

that are less then the minimum required square footage. We need to very clearly define what each one means.

Assistant City Manager Alvares: I think that's probably the biggest issue with our code. The definitions one are just non existent because or code is so old. Or they are so vague because it was written back in the day. I cannot tell you. I honestly probably get a minimum of 2 calls a month with people calling to ask if they could build a yurt.

Member Kent: Which is like a tent.

Assistant City Manager Alvarez: The other one is container homes. People want to build those but not as like a tiny home. I have 2 people call that they want to build a significant square footage out of shipping containers.

Member Kent: I think that's another one we have to consider the location. You don't want to start mixing in historic homes and shipping containers homes. I think that would ruin the aesthetics of neighborhoods. But there could be areas that are being developed newer. There is nothing there now that might be a great area for some of these ideas like the shipping container homes or other unique types of buildings.

Assistant City Manager Alvarez: I think that's where the funky portion of looking at our zoning map and how it is broken into different zones and looking at the potential event though the research I show looks like it's a significant under taking. I think it's maybe something that we need to consider. We have some random little blobs out there in really weird spots.

Member Kent: People are going to continue to build here so we probably want to think about what we want built where.

Member Buhler: Right down Riverside that's where you really see what has happened to an area. I'm not saying that it won't change over time because things do. It use to just be nice homes and now it's just mobile home parks along there and a lot of them are not even kept up. After whatever is done there is no upkeep.

Assistant City Manager Alvarez: We don't regulate inside private property. Inside a mobile home park or RV park unless there is a serious health or sanitation risk.

Member Buhler: Shangri La has some problems there. They have basically and abandoned mobile home right on the front of that street. It's bad.

Member Kent: There is a few other properties down that way that need attention.

Member Buhler: When things can't be fixed and they are not fixed there should be some type of thing where the city gives them a certain amount of time before the city comes in and removes it.

Assistant City Manager Alvarez: That is part of what the city Manager and Tyler are working on. We can give somebody a letter and we can give them an amount of time. If they don't comply what is the next step. We have to take them to court but what is happening. Court has so much on there plate. Maybe a higher importance. Court is not necessarily supporting us in the manner that we need because our code doesn't identify it in nice clear terms for them. The court is potentially remanding it back to the city with let's give them another 30 days or 60 days. So, we are not getting what we need to be able to enforce it.

Member Kent: So, if the code was updated worded better and much clearer we could get better out comes.

Assistant City Manager Alvarez: Also, they are looking at the possibility not to steal the city managers and Tylers thunder. I think Tyler actually touched on this once. There is another municipality who has worked into their ordinance because you have to do those changes by ordinance so instead of it going to court it's going to an internal hearing officer but not a hearing officer that is like a municipal employee. Somebody that is I don't know if they are voted on, assigned, volunteered or what the case may be.

Member Buhler: A retired attorney.

Assistant City Manager Alvarez: Yes, a retired attorney that was doing it and then it was going without having to go through the court system. It just seemed to be working better. Better avenues, better alternatives, and better options in helping people comply. But it all starts with our municipal code. We have to change the code so that is a little bit more I don't want to say strict but it's a little easier to lay down the law because it's so vague.

Member Kent: We just need it to be black and white because then we know what it means.

Assistant City Manager Alvarez: In 2018 they changed the code for dangerous structure so that we could go through a resolution process and the city without having to go through courts. We can give them the letters, follow the steps, notify them and if nothing is done we can take that information to our city commission and have it passed by resolution for the city to go in and demo the property. But that property has to be a significant danger and structural danger. Not just it looks cruddy. Something where it's actually a danger. I think the Buckhorn was one where they had used that process. I think that might have been one of the reasons that ordinance was put in.

Member Buhler: Is it like a condemning ordinance?

Assistant City Manager Alvarez: Kind of yes.

Member Buhler: Where you condemn the property?

Assistant City Manager Alvarez: Yes. It's basically a building not a property it's for structure only that is beyond repair. The roof is caved in, everything is blown out, windows, you have homeless people hanging out in it and but it has to a significant health or structural risk. We did

one in Bosque from the outside you would have though that was a wonderful mobile home. Unfortunately, the owner has deceased nobody could find property owners. We did all of our title search. Nobody was around and so we had to get in there because we knew there was some people hanging out in there that shouldn't have been in there. They were living there. When the police made entry it was horrific. There was no salvaging the interior. From the exterior you would have had no clue. We were able to go through and do the resolution and have that property abated and then we just put a lien on the property that way if it does every go through a the sale we can could potentially recap our money at that time. But like we can do it just for weeds. We can't do just because a property doesn't look clean. It has to be a dangerous structure because that's the way it's worded in our ordinance. If we look at a different way to structure our ordinance that gives us more internal authority.

Member Buhler: Well, if they are not being used, they don't have windows and animals are going in and out that should be sufficient really in way.

Member Kent: And if it's been that way for years as some of them are.

Assistant City Manager Alvarez: If you give somebody a notice and that says your windows are broken out this is happening, that's happening. But the structure itself is safe then typically what would happen at least back when I was doing code enforcement is they would send somebody over there to stick boards in the window and run the weed Wacker really quick and there it sat. We still have some of those in the downtown area where they figured that out and they just have somebody go cut the weeds every once and a while and they make sure all those broken windows are boarded up. I looked at one point in time. I got a negative just of it. I wanted to look at doing a vacant building ordinance. If it was going to be vacant and you weren't going to using it for long length of time. Pay property taxes. Maybe there needed to be an annual fee that you had to pay for the city. It was a way to bring in revenue. But unfortunately because we have a lot of summer homes or snowbirds that didn't go over well when I talked about doing a vacant building. If you guys want to do research. A lot of places do them. Look at the vacant building.

Member Kent; But if it's someone's summer home and they use it at least 4 months a year or something. 4 to 6 months a year that's not a vacant home. If it's been sitting there with no utilities, cats crawling in and out of the roof and whatever for 3 to plus years in kind of constitutes a vacant building.

Assistant City Manager Alvarez: I agree.

Member Kent: It seems easy enough to distinguish between the 2.

Assistant City Manager Alvarez: We have a different commission now. Some of you guys are different. I don't think we had planning and zoning board at the time I brough it up. But we have a different commission and different views. Maybe it would fly better now.

7. REPORTS FROM THE BOARD:

Member Kent: I had two things I wanted to bring up. One since we are on the topic of our code and how they are written. Something that currently is not in our code that I can find is anything about drones. I bring it up because there already have been situations where people are saying I have been in my hot tube and people are flying drones. That like a whole thing of its own. But the reason I really wanted to bring it up is because some of the big realtors are starting test market drone delivery. I have seen some video that people have taken as these test drones are brining their Walmart order or their amazon order or whoever is doing it. It is not desirable in my opinion in like residential areas to have these drones hovering in. They sound like a swarm of bees with all your stuff and dropping it into the yard. In my opinion the noise is really the primary concern. If they could deliver your stuff quietly I don't know. I bring it up because Walmart may one day sooner than we think want to start doing test delivery. If this test market passes and they are having trouble here keeping delivery drivers why would they not be like this is a great area to start using drone delivery as soon as possible. I think we should think about it and think about how to get it into our code of what is and is not allowed in terms of drones humming through residential neighborhoods at all or if they are allowed when.

Assistant City Manager Alvarez: I'm not super familiar with that. I would ask that if you know of any municipalities that maybe are having that go on or maybe and municipalities anywhere in the United States something that maybe we have an idea of anybody has an ordinance already.

Member Kent: I haven't looked it up. I just saw this big thing about them and I thought we need to think about this.

Assistant City Manager Alvarez: I'll start my research.

Member Kent: The second thing I had and this has been brough up many times but I'm just going to do it again. Is corner Lots with fences that violate the sight triangle because this a safety hazard for drivers, bikers, pedestrians and especially neighborhoods with children who might be out riding their bikes. There are several that I know of in my neighborhood that I know of. I personally almost got in a accident with some who blow a yield sign who didn't see me coming on a blind corner. Some of these fences are new also. They have been up less than a year.

Assistant City Manager Alvarez: My request would be if you notice something that you feel is outside or you are not sure of. We can address it if we don't know. I have not received anything.

Member Kent: The one I'm talking about I know has been reported and nothing has been done. One of the local builders built it and he knows the rules.

Assistant City Manager Alvarez: I don't know where it got reported but I haven't seen anything come through via my email. If they did send it to me if you could ask them to reforward it because sometimes it goes into spam or junk.

Member Kent: I can just send you one myself. I know the address.

Assistant City Manager Alvarez: I would say if they are reporting it on the code enforcement side I would love to be copied in that so I can do the follow up because part of that is the planning and zoning. If they came to me with a zoning approval application to build a fence and we talk about the site triangle and we talk about what has to be built and then they go build something different I may not know that they built something different if I haven't had a chance to get out there. With all my projects going on lately my time out in the field is much less than it use to be. That is why we are talking about transitioning planning and zoning over to code enforcement. Plus, I have a private vehicle and not a city vehicle so I try to avoid taking that out for inspections at certain times day and certain areas. I am kind of at the mercy of using a city vehicle or having a city employee take me in a city vehicle.

Member Kent: This is one of our codes that is actually very clear and yet it's being violated. I'll send you an email with some address.

Assistant City Manager Alvarez: I will say I have never received a complaint in my office about a fence. So, I don't know who they are sending it to.

Member Kent: They claim have reported this. But I have not followed through with that so I will just send it to you myself. There is a few so I will gather a list.

Assistant City Manager Alvarez: I have not received a fence complaint through my office that has come to me.

Member Luchini: I have a question. What is the statis of the data center possibility or unlikelihood?

Assistant City Manager Alvarez: On the city side we have not had anybody come and approach us. The closes I personally on the planning and zoning side of things that has had anybody that I kind of though was leaning that direction they didn't come out and say it. But it's a property

owner that purchased property around our airport area and they had come in to talk about what the zoning was and what could be potentially developed out there. My answer to him was absolutely nothing can be developed out there until they finalize the process of the lot split. They have all the information in order to go through the proper splitting of all of those parcels in the sales that they did. That has to come through you guys and for whatever reason it never gets that far. They where asking a lot of different questions about that area. It wasn't until I heard all the data stuff that I though if that's what they were talking about. I kind of though that they were talking about a potential solar farm or something out there. I thought not a bad area as long as it doesn't blind the pilots.

Member Luchini: There was something a few months ago that related to that property. I cant remember and I meant to look it up but we finally recommended for approval. It was something to do with all that land. It was previously zoned for something.

Assistant City Manager Alvarez: I did and update because I know we couldn't find any good definitive. When they annex that area out by the airport it kind of when through what do we want to zone it as what does it need to be. Whether it be manufactured industrial or commercial. There was a whole bunch. All the meeting minutes that I went through. I don't remember what year. I can send you guys any information you want on it. Upon going through it and working with one our city attorneys sending all the documents to him and us reviewing we identified it is T-1 district out there. The whole reason I did all of that research is because Higgin or whoever the auctioneer was sold off property I think on behalf of hot springs land development. They sold off property in sections that they have never gone through what we would think would be something like a summary plat amendment. But its going to be more than that. Its actually a subdivision process that they will have to go through which will come to you guys. That has not been done. That did not come to you. There is no development. No splitting of any lots. They have proposed it. They have talked about wanting to do it. They have supposedly hired idk how many surveyors to work for them and there is a couple of property owners that have supposedly purchased these parcels on a partial purchase contingent on the lot split so they are contacting me saying why can't we get this done. I tell them let me forward you the letter and forward you the determination by our attorney on what the process is and you can reach out to whoever you are purchasing it from. That is where we have sat. I started this 3 to 4 years ago when they parceled that off and auctioned it. If you remember what meeting or you find notes send them to me and ill update. But I'm 100 percent sure there has been nothing regarding splitting up those parcels.

Member Luchini: I don't know if it was splitting up or something else.

Assistant City Manager Alvarez: On the other side of the highway from the airport. That city property where Cortez Gas is at. That is city property and right on the other side of it we did a land lease with Talon Septic so that they could do there septic dump area there. I don't remember if that came through you guys first.

Member Luchini: That was previous. That has been a while. This was like 3 or 4 months ago. I'll look it up.

Chairman Sisney: I missed that one they got permission to have a septic dump.

Assistant City Manager Alvarez: They went through a whole NMED certification. We leased them that land. They had to go through all their permitting process. It's permitted for I want to say what is called a dry dump. But yes it's their septic trucks. There is an area that they go out there and they empty their trucks. It took them almost a year to go through permitting process with NMED and everything they have to do. I can tell you I know first hand because we were doing a site visit for a potential of what we call Gateway Industrial park area out by the airport and I was out right next to it. You can't smell anything. There was no place else for them to go.

Chairman Sisney: Not even the city.

Assistant City Manager Alvarez: No.

Chairman Sisney: I mean take it and use the city's treatment plant.

Assistant City Manager Alvarez: No. That was the whole point. We couldn't do that anymore. Septic is just that septic. Its dead organisms and you are dumping it into a treatment plant that is full of live organisms, and it was killing our values and everything that we have to report. We absolutely could not accept it out there anymore.

8. REPORTS FROM STAFF:

Assistant City Manager Alvarez: The items that we put in the agenda packet that the city manager was going to do presentation wise. If you didn't have enough time to review it you will have more time to look things over now. He said he learned a lot at the zoning official meeting and I think he is really excited to update you guys and talk about some potential opportunities.

Member Buhler: It's nice to see the batter shell rules in there also. That is a big thing.

9. **ADJOURNMENT:**

Chairman Sisney adjourned the meeting at 4:43 p.m.

PASSED AND APPROVED ON THIS 9th DAY OF NOVEMBER, 2026.

_____

Chris Sisney, Chairman
Planning & Zoning Board

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 28, 2026

Agenda Item #: E.2a

SUBJECT: Approval of Purchase Requisitions over $60,000
DEPARTMENT: Procurement
DATE SUBMITTED: October 20, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

Per Resolution No 46 20/27 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over S60,000).

Recommendation:

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

Attachments:

- This item was already approved, on 10/22/2025, but additional funds are required, via Change Order.
- ITB #2025-09-007 Shovel Ready Water System Improvements

Fiscal Impact (Finance): **Yes**

- **$6,048,121.43**

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

None.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Carlos Miyagishima, Chief Procurement Officer

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC agendas 10-28-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

October 20, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: (CHANGE ORDER) SHOVEL READY WATER SYSTEM IMPROVEMENTS PROJECT

The Procurement Department along with the Community Development Department is received commission approval on the meeting of October 22, 2025. The amount was for $5,949,510.06 from the Multiple Funds using the ITB #2025-09-007 Shovel Ready Project.

Now, with the change order, this will increase the amount by $9,861.37, making the amount $6,048,121.43, once you approve the change order.

Please, review the attached documents and approve the requested change order. I will defer to City Manager Whitehead, for further clarifications, thank you.

$6,048,121.43

- **$9,861.37 (is the requested amount for the change order)**

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Purchase Order: #82941

PROCURMENTS $60,000 AND OVER **2026-27 Fiscal Year**

COMMISSION MEETING 10/28/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	J & H SERVICES INC.	SHOVEL READY WATER SYSTEM IMPROVEMENTS PROJECT	Carlos Miyagishima	Procurement	$6,048,121.43	ITB #2025-09-007
B.						
C.						
D.						
			TOTAL		**$6,048,121.43**	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Mayor Date

CHANGE ORDER NO.: 3

Owner:	The City of Truth or Consequences	Owner's Project No.:	2025-09-007
Engineer:	Wilson & Company, Inc.	Engineer's Project No.:	2500015900
Contractor:	J&H Services, Inc	Contractor's Project No.:	
Project:	City of Truth or Consequences Shovel Ready Water Projects 1		
Contract Name:	City of Truth or Consequences Shovel Ready Water Projects 1		
Date Issued:	10/13/2026	Effective Date of Change Order:	10/13/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Change Order request to include the modification of the installed water storage tank by relocating the 18-inch inlet pipe from the roof nozzle to a side shell penetration at the required elevation above the tank floor. The existing overhead roof inlet configuration would not allow the tank to hydraulically function properly in conjunction with the existing storage tank. The modification will include the labor, materials, supervision, tools, and equipment necessary to install one 18-inch shell penetration.

Attachments: **Quote From J & H Services $9,861.37 w/ NMGRT**

Change in Contract Price	**Change in Contract Times**
Original Contract Price (w/o NMGRT): $ 5,319,894.00	Original Contract Times: Substantial Completion: 370 Ready for final payment: 400
[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. **2** $ 169,850.00	**[Increase] [~~Decrease~~]** from previously approved Change Orders No.1 to No. **2** Substantial Completion: 5 Ready for final payment: 5
Contract Price prior to this Change Order: $ 5,489,744.00	Contract Times prior to this Change Order: Substantial Completion: 375 Ready for final payment: 405
[Increase] [~~Decrease~~] this Change Order: $ 9,099.30	**[Increase] [Decrease]** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order **(w/o NMGRT):** $ 5,498,843.30	Contract Times with all approved Change Orders: Substantial Completion: 375 Ready for final payment: 405

	Recommended by Engineer (if required)	Authorized by Owner
By:		
Title:	Project Manger	City Manager
Date:	10/14/2026	10/16/26
	Accepted by Contractor	**Accepted by Chief Procurement Officer**
By:		
Title:	VP OPERATIONS	Chief Procurement Officer
Date:	10/19/2026	10/20/2026

EJCDC® C-941, Change Order.
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Funding Analysis

Project Name: Shovel Ready Water Projects 1
Funding: NMFA Colonias 2024 CIF 6441 and 2024 Capital Outlay SAP 24-I2460-GF
City: Truth Or Consequences
PM: Mark Nasi, PE
Date: October 14, 2026

FUNDING TYPE	NMFA Colonias 2024 CIF 6441	NMFA Colonias 2024 CIF 6441 (City Match)	2024 Capital Outlay SAP 24-I2460-GF	TOTAL FUNDING
FUNDING AMOUNTS	$ 4,400,000.00	$ 440,000.00	$ 4,400,000.00	$ 9,240,000.00
Current AES Amount Design			$ 132,763.34	$ 132,763.34
Current AES Amount Construction			$ 327,354.09	$ 327,354.09
Pending AES Amount Construction	$ 203,345.10			$ 203,345.10
MSD CO#13			$ 444,814.64	$ 444,814.64
Landis&Gyr Meter		$ 64,300.00		$ 64,300.00
Advertisements by the City	$ 726.82			$ 726.82
TorC Water Upgrades (I&C Solutions Well 8)	$ 15,422.81			$ 15,422.81
TorC Water Upgrades (I&C Solutions Morgan)	$ 20,000.00			$ 20,000.00
Construction Cost	$ 1,900,052.32	$ 370,314.87	$ 3,495,067.93	$ 5,765,435.12
PROJECT CONTINGENCY (10%)	$ 348,252.33			$ 348,252.33
Current Project Total Cost	**$ 2,487,799.38**	**$ 434,614.87**	**$ 4,400,000.00**	**$ 7,322,414.25**
Funding Balance	**$ 1,912,200.62**	**$ 5,385.13**	**$ -**	**$ 1,917,585.75**
	$ 4,400,000.00			
Current Construction Cost J&H Services				
CONSTRUCTION Contract	$ 5,319,894.00			
NMGRT (8.375%)	$ 445,541.12			
TOTAL AWARDED CONTRACT	$ 5,765,435.12			
PROJECT CONTINGENCY (10%)	$ 576,543.51			
Change Order 1	$ 115,000.00	$ 9,631.25	$ 124,631.25	W/ NMGRT
Change Order 2	$ 54,850.00	$ 4,593.69	$ 59,443.69	W/ NMGRT
Change Order 3	$ 9,099.30	$ 762.07	$ 9,861.37	W/ NMGRT
Potential Overages	$ 31,700.00	$ 2,654.88	$ 34,354.88	W/ NMGRT
NMGRT (8.375%)	$ 17,641.88			
REMAINING CONTINGENCY	$ 348,252.33	6.0%		

ESTIMATE

J & H Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87107-2234

office@jhservicesinc.com
+1 (505) 896-9428
www.jhservicesinc.com

Services, Inc.
Commercial Excavation and Utility Contractor
Serving New Mexico and Texas

Bill to
City of Truth or Consequences
City of Truth, OR

Estimate details
Estimate no.: 50917
Estimate date: 10/09/2026
Expiration date: 11/09/2026

Job Name: Inlet Piping Adjustment CO#3

#	Service Date	Activity	Description	Qty	Rate	Amount
1		1000 Construction Miscellaneous	Inlet Piping Adjustment - move one 18-inch inlet pipe from a roof nozzle, into a shell penetration; 1 ea	1	$9,099.30	$9,099.30

Subtotal	$9,099.30
Sales tax	$762.07
Total	**$9,861.37**
Expiry date	11/09/2026

Accepted date

Accepted by

WATER STORAGE SOLUTIONS

QUOTE

October 8, 2026

Wesley Martinez
J & H Services, Inc.
6616 Gulton Ct. NE Ste. 90
Albuquerque, NM 87109
Phone: 505-896-9428, email: wes@jhservicesinc.com

Re: **Inlet piping adjustment**

D&R Tank Co will provide all supervision, labor, material, tools and equipment to move one 18" inlet pipe from a roof nozzle, into a shell penetration

Included

- **NM** Certified Wage Rates (SI-25-2829-A)
- Submittal / Fabrication Drawings
- One - 18" shell penetration for Inlet
- One – 18" Blind Flange for Roof Nozzle
- Touch up coating as modification requires

Excluded

- Davis Bacon Wage Rates **(Sierra County, NM)**
- OVERHEAD POWERLINE RELOCATION, WRAPPING OR REMOVAL (MUST NOT BE WITHIN 25' OF TANK SHELL)
- Temporary Facilities, Licenses, Permits, Bonds and Sales Tax. All items not specifically included are excluded with common exclusions stated above.

LUMP SUM PRICE FOR Modification of One 18" Inlet 1 LS $8,666.00

This is an ALL or NONE Quote and is good for 30 days only.
SALES TAX NOT INCLUDED-BONDS AVAILABLE @ 1.5% of CONTRACT

Respectfully Submitted,

Russell Reed

1210 Prosperity Avenue SE
Albuquerque, NM 87105

505-873-1101
info@drtank.com
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City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 28, 2026

Agenda Item #: E.26

SUBJECT: Approval of Purchase Requisitions over $60,000
DEPARTMENT: Procurement
DATE SUBMITTED: October 20, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

Per Resolution No 46 20/27 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over S60,000).

Recommendation:

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

Attachments:

- Sourcewell Cooperative Contract #011824
- SCBA Equipment

Fiscal Impact (Finance): **Yes**

- **$ 65,250.00**
- **Fire Fund – State Fire : 209-1603**

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

None.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Carlos Miyagishima, Chief Procurement Officer

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC agendas 10-28-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

October 20, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: SCBA EQUIPMENT
The Procurement Department along with the Waste Department is requesting an amount of $65,250.00 from the Fire Fund – State Fire using a Sourcewell Cooperative Contract No. 011824.

Please, review the attached documents and approve the requested change order. I will defer to City Manager Whitehead, for further clarifications, thank you.

$395,000.00
Sourcewell Contract No.: 011824

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition: #97233

PROCURMENTS $60,000 AND OVER **2026-27 Fiscal Year**

COMMISSION MEETING 10/28/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	MUNICIPAL EMERGENCY SERVICES	SCBA EQUIPMENT	Carlos Miyagishima	Procurement	**$65,250.00**	Sourcewell contract No. 011824-MES
B.						
C.						
D.						
			TOTAL		**$65,250.00**	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Mayor Date

REQUISITION

Requisition #: 97233

Date: 10/14/2026

Vendor #: 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
PO BOX 851792
MINNEAPOLIS, MN 55485-1792

SHIP TO: FIRE DEPT
401 McAdoo St.
Truth or Consequences, NM 87901

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	4	3M SCOTT X3 PRO SCBA AIRPACK		9,105.00	209-1603-44615	36,420.00
2	1	3M SCOTT X3 PRO SCBA AIRPACK		9,105.00	209-1603-44615	9,105.00
3	5	CARBON CYL 45MIN 4500		1,645.00	209-1603-44615	8,225.00
4	10	CARBON CYL 45MIN 4500		945.00	209-1603-44615	9,450.00
5	1	AV-3000 HT FACEPIECE KEVLAR SM		410.00	209-1603-44615	410.00
6	4	AV-3000 HT FACEPIECE KEVLAR MED		410.00	209-1603-44615	1,640.00

PO Description: SCBA EQUIPMENT

Detailed Description:

SCBA EQUIPMENT PROCURED THROUGH SOURCEWELL COOPERATIVE CONTRACT #011824-MES (VALID 03/29/2024 – 03/29/2028) PER MES QUOTE #QT2118218, VALID THROUGH 11/20/2026. PRICING COMPLIES WITH SOURCEWELL CONTRACT DISCOUNTS. TOTAL $65,250.00.
QUOTE AND CONTRACT ATTACHED.
SUBJECT TO CITY COMMISSION APPROVAL ON 10/28/2026

FIRE DEPT

Authorized By: _____

SUBTOTAL:	65,250.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	65,250.00

MES - Sourcewell Contract #011824

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
SCBA & Equipment	SCBA sets NFPA	3M Scott Safety	16% Off Current MSRP
SCBA & Equipment	Communications and Face Piece Options	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Cylinders	3M Scott Safety	16% Off Current MSRP
SCBA & Equipment	Air Cart	3M Scott Safety	5% Off Current MSRP
SCBA & Equipment	Fill Stations and Compressors	Revolveair	Net MSRP
SCBA & Equipment	Rit Paks	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Ska Paks	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Pak Tracker	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Service for SCBA Air Test	3M Scott Safety	Contact, MES Rep for Service Coverage and Pricing
SCBA & Equipment	Service for SCBA Air Test	MES Scott Tech	Contact, MES Rep for Service Coverage and Pricing
SCBA & Equipment	Service for Fill Stations and Compressors	MES Tech	Contact, MES Rep for Service Coverage and Pricing
SCBA & Equipment	Parts	3M Scott Safety	Net MSRP
SCBA & Equipment	Parts	SCBAs	9% Off Current MSRP
SCBA & Equipment	Parts	Rescue Intelllitech	Net MSRP
SCBA & Equipment	Safety products	Air Systems International	3% Off Current MSRP

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Sourcewell

Solicitation Number: RFP #011824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$1,000,000 per claim or event
$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Municipal Emergency Services, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A130D06480...	DocuSigned by: John Walker 10644B472C64440...
By: _____	By: _____
Jeremy Schwartz	John Walker
Title: Chief Procurement Officer	Title: CFO
Date: 3/29/2024 | 6:35 AM CDT	Date: 3/28/2024 | 1:23 PM CDT

DocuSign Envelope ID: 74AFAC19-8DB9-4FCF-A754-87EBC3339445

RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

Vendor Details

Company Name:	Municipal Emergency Services Inc
Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482
Contact:	Chanda Riddick-Yamoah
Email:	criddick@mesfire.com
Phone:	203-304-4132
Fax:	203-264-3325
HST#:	651051374

Submission Details

Created On:	Wednesday January 10, 2024 10:07:56
Submitted On:	Thursday January 18, 2024 15:04:32
Submitted By:	Chanda Riddick-Yamoah
Email:	criddick@mesfire.com
Transaction #:	13f7806a-f3e4-4e07-8ffd-adfbc30a0779
Submitter's IP Address:	151.181.51.74

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Municipal Emergency Services, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#1XBB1 T4MGJ9BU96J6	*
5	Proposer Physical Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482	*
6	Proposer website address (or addresses):	www.mesfire.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Walker CFO jwalker@mesfire.com 203-304-4132	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah Contract Manager criddick@mesfire.com 203-304-4132	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements. MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES. In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability to serve all first responders and public safety officials on a national level. MES annual sales are more than $300MM and most of our sales are for fulfillment of contracts and purchases to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions helps us to provide superior products and customer service to the Fire Service, Law Enforcement, and all public safety departments on a national level as no other sales and service distributor can do. Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcewell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcewell for their procurement needs.	*
11	What are your company's expectations in the event of an award?	In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached	*
13	What is your US market share for the solutions that you are proposing?	25%	*
14	What is your Canadian market share for the solutions that you are proposing?	less than 1%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Distributor/Dealer/Reseller. Please see attached authorization letter.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Municipal Emergency Services, Inc. have several levels of management with experience and training to ensure compliance to NFPA when providing materials or servicing fire departments and other agencies. Our team is has been trained and can identify the standards and subject matter regarding NFPA and SCBA certification. Our technicians are certified to evaluate, test, and repair 3M/Scott Safety systems, and other air supply compressors and components. MES is one of only a few nationwide Five Star certified 3M Scott National Service Group. In addition, 98% of our sales force are former fire fighters or law enforcement officers who possess hands on training	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	MES has received multiple awards from our vendors to recognize us an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached. Veridian 2022 & 2021 - Diamond Partner Fire Dex 2022 Premier Partner Platinum Award	*
20	What percentage of your sales are to the governmental sector in the past three years	98%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.	*
21	What percentage of your sales are to the education sector in the past three years	2%. MES supports and supplies several university and colleges throughout the nation. This sector comprises a small amount of sales but has seen growth over the last three years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NPP - $18,000,000 HGAC - $20,500,000 LA COUNTY FIRE - $6,316,000 STATE OF PA - $40,000,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA #GS07F0348V	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Denver Fire Department	Phillip Morelli, Division Chief	720-913-3446	*
Aurora Fire Rescue	Jeff Johnson, Captain	303-326-8628	*
Dekalb County Fire	Terence Wilkes, Captain	678-227-1831	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Phoenix Fire Support Services	Government	Arizona - AZ	SCBAs, products, materials, testing, and service	$323,639	$11,651,012	*
Dekalb County Purchasing & Contracting	Government	Georgia - GA	SCBAs, products, materials, testing, and service	$132,074	$4,754,651	*
DFD Operations	Government	Colorado - CO	SCBAs, products, materials, testing, and service	$95,556	$3,440,015	*
Horry County Fire & Rescue	Government	South Carolina - SC	SCBAs, products, materials, testing, and service	$76,752	$2,763,088	*
Aurora Fire Department	Government	Colorado - CO	SCBAs, products, materials, testing, and service	$74,045	$2,665,637	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	MES has increased our sales force to 200 Sales Representatives. 170 of our Sales Reps are trained to sell SCBA products and services. The Sales Reps without this training will reach out to their counter parts when presented with an opportunity in this sector. Our Sales force is growing to support our expanding customer base. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. We also have a skilled regional office support throughout the US to address customer inquiries and requests effectually and quickly.	*
27	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.	*
28	Service force.	MES has increased our service support to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. The CSR will then review the order to ensure pricing reflects the Sourcewell member number and correct discount offered. Once review is completed, the CSR contacts our vendor or checks our warehouses to located the product ordered and deliver as per the lead-time requested.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcewell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MES will not be able to support in sales in Canada for SCBAs products or service with the exception of product and materials from RevolveAir.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not provide any products to Canada with the exception of product and materials from RevolveAir. MES will not provide any products to Hawaii at this time. MES distribution agreements are for the USA and that is where we have sales, service, and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with a sales force across the US that our strategically located to support request from government, non-profit, or educational entities. MES has a strategic location in Branford Ontario to support the purchase and installation of RevolveAir Systems. MES can support and provide products to all participating agencies.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We value Sourcewell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcewell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement can be used using our website (www.mesfire.com). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES offers SCBA training, annual testing, and service maintenance for this product. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs. This is part of our training programs such as SCBA training, annual testing, and service maintenance. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.	*
41	Describe any technological advances that your proposed products or services offer.	MES provides SOS stores which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	MES offers the largest and competitive pricing for first responder equipment and materials. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation and in Canada. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES.	*
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES adheres to the national standards of NFPA, OSHA, and ANSI through our activities and compliance efforts internally and with our manufacturer's products and materials. We have requirements and testing for specific products that must meet our exceed testing levels by our manufacturer's to supply us with products or materials. Our relationship with 3M Scott for SCBAs also complies with these national standards. Our technicians are trained for testing and product repair to ensure these standards are not compromised. We have annual training and certification requirements that adhere to these standards that our company follows and implements to ensure safety and top quality materials.	
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	The Scott Pak can be be grossly deconned to remove large debris prior to disassembly. Once disassembled, the airpak can be scrubbed with a sponge/cloth and warm water mixed with disinfectant. Once dry the airpak can be reassembled.	

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
48	Do your warranties cover all products, parts, and labor?	Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up to 12 months. The warranties also cover parts and labor within the specified time of coverage.	*
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The majority of the warranties for the manufacturers listed in this bid provides industry standard coverage as part of our vetting process when working with vendor base. We work closely with each manufacturer to work through any warranty issues with our customers.	*
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation.	*
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MES does not have any regional technicians located in New Hampshire, Maine or Vermont. We also do not have technicians in Canada for our full product line of SCBAs. We will have support for RevolveAir Systems in Canada. If a customer has a need in these areas, we would offer a solution and the additional cost needed for transportation and other travel cost for the staff needed for training or testing.	*
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.	*
53	What are your proposed exchange and return programs and policies?	Goods received damaged or defection will be repaired or replaced based on the guidelines and terms of the warranty.	*
54	Describe any service contract options for the items included in your proposal.	Service contract options for MES includes annual testing, repairs, and 3M Scott Safety repairs and service.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	MES has standard payment terms of Net 30. We also accept payment via credit card for payments under $10,000.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing is available with Community Leasing Partners.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	MES will use quotes, purchase orders, and invoices as standard transactions in connection to these products if awarded a contract. Examples are attached.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method. P card payments cannot exceed $10,000	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a spreadsheet listing each vendor and the discount offered.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will provide a discount off of the vendor MSRP sheet as the Sourcewell proposed bid price.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MES utillzes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with tha contract.	Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MES believes in providing top rated and high quality products in this category. Our vendors and the products are researched to provide the best in attributes such as quality, performance, warranty, and responsiveness. When supplying products and services in structural firefighter equipment or eyewear, the expectation remains the similar across all categories.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	(•) Yes ( ) No	MES is able to provide products and support in this category in partnership with 3M Scott.	*
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	(•) Yes ( ) No	MES has listed our brand of available air compressor systems with RevolveAir.	*
75	Related equipment and accessories related to the offering of 71 - 72 above	(•) Yes ( ) No	MES has listed vendors to assist our customers to have accessories and equipment available to help complete repair and maintenance requirements.	*
76	Services related to the equipment described in 71 - 72 above	(•) Yes ( ) No	MES has 5Star rated technicians to assess and complete options for repair and maintenance to related equipment.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Final Pricing 011824.zip - Thursday January 18, 2024 15:04:03
- Financial Strength and Stability - Financial Statements.zip - Wednesday January 10, 2024 11:03:47
- Marketing Plan/Samples - MES Marketing Materials FINAL.docx - Wednesday January 17, 2024 10:58:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - AIRPAK - WARRANTY.pdf - Tuesday January 16, 2024 07:53:30
- Standard Transaction Document Samples - QT1730512.FIREDEX.pdf - Tuesday January 16, 2024 14:57:55
- Requested Exceptions - MES Insurance Exceptions.pdf - Wednesday January 17, 2024 11:48:31
- Upload Additional Document - MES 011824 Auth 5Star Awards.zip - Wednesday January 17, 2024 14:43:14

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Walker, Chief Financial Officer , Municipal Emergency Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Self_Contained Breathing Apparatus_RFP_011824 Fri January 12 2024 11:10 AM	☑	2
Addendum_2_Self_Contained Breathing Apparatus_RFP_011824 Wed December 27 2023 08:49 AM	☑	1
Addendum_1_Self_Contained Breathing Apparatus_RFP_011824 Tue December 12 2023 05:20 PM	☑	1

(877) 637-3473

Quote

Quote #	QT2118218
Date	09/28/2026
Expires	11/20/2026
Sales Rep	Legendre, Michael
PO #	TorC - SCBAs - 9-26
Shipping Method	FedEx Ground
Customer	CITY OF TRUTH OR CONSEQUENCES (NM)
Customer #	C60016

Bill To

Accounts Payable
CITY OF TRUTH OR CONSEQUENCES
505 Sims Street
Truth or Consequences NM 87901
United States

Ship To

CITY OF TRUTH OR CONSEQUENCES
Chief Paul Tooley
297 West Third Ave.
Truth or Consequences NM 87901
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X5814025305304			3M™ Scott™ Air-Pak™ X3 Pro SCBA with CGA X5814025305304, 4.5, E-Z Flo+, QD Hose, UEBSS, Pak-Tracker, 2 ea AIRPACK ONLY, CYLINDERS NOT INCLUDED	4	$9,105.00	$36,420.00
X5814025305303			3M™ Scott™ Air-Pak™ X3 Pro SCBA with CGA X5814025305303, 4.5, E-Z Flo+, QD Hose, UEBSS, Pak-Tracker, 1 ea/Case AIRPACK ONLY, CYLINDERS NOT INCLUDED	1	$9,105.00	$9,105.00
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	5	$1,645.00	$8,225.00
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	10	$945.00	$9,450.00
201215-01			AV-3000 HT (S), KVLR	1	$410.00	$410.00
201215-02			AV-3000 HT (M), KVLR	4	$410.00	$1,640.00

All items priced per Sourcewell contract 011824, meeting or exceeding listed discounts.

Contact: C60016 CITY OF TRUTH OR CONSEQUENCES (NM) : Ronald Hoskins
(575) 740-1169

Subtotal	$65,250.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$65,250.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of invoice to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT2118218

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 28, 2026

Agenda Item #: E.2c

SUBJECT: Approval of Purchase Requisitions over $60,000
DEPARTMENT: Procurement
DATE SUBMITTED: October 20, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

Per Resolution No 46 20/27 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over S60,000).

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

Attachments:

-
-

Fiscal Impact (Finance): **Yes**

-

Legal Review (City Attorney): **N/A**
None.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Carlos Miyagishima, Chief Procurement Officer

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC agendas 10-28-26

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 28, 2026

Agenda Item #: E.2d

SUBJECT: Approval of Purchase Requisitions over $60,000
DEPARTMENT: Procurement
DATE SUBMITTED: October 15, 2026
SUBMITTED BY: Carlos Miyagishima, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carlos Miyagishima, Chief Procurement Officer

Summary/Background:

Per Resolution No 46 20/27 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over S60,000).

Recommendation:

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

Attachments:

- This item was already approved, on 7/22/2026, but additional funds are required due to a delay, via Change Order.
- Statewide Price Agreement 50-80500-25-17171
- 2027 Freightliner Refus Truck

Fiscal Impact (Finance): **Yes**

- **$ 395,000.00**
- **Waste Fund – Waste Disposals : 505-3904**

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

None.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Carlos Miyagishima, Chief Procurement Officer

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC agendas 10-28-26

Rolf Hechler
Mayor

Destiny Mitchell
Mayor Pro-Tem

Amanda Forrister
Commissioner

Ingo Hoeppner
Commissioner

Chaz M. Glines
Commissioner

Gary Whitehead
City Manager

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

October 15, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: (CHANGE ORDER) 2027 FREIGHTLINER REFUS TRUCK

The Procurement Department along with the Waste Department is received commission approval on the meeting of July 22, 2026. The amount was for $390,000.00 from the Waste Fund – Waste Disposals using Statewide Price Agreement No. 35-00000-22-00009.

Now, with the change order, this will increase the amount by $5,000.00 due to a delay, making the amount $395,000.00, once you approve the change order. This also includes using a new Statewide Price agreement No. 50-80500-25-17171.

Please, review the attached documents and approve the requested change order. I will defer to City Manager Whitehead, for further clarifications, thank you.

$395,000.00

- **$5,000.00 (is the requested amount for the change order)**

HGACBuy Contract No.: SW04-26

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Purchase Order: #84184

PROCURMENTS $60,000 AND OVER **2026-27 Fiscal Year**

COMMISSION MEETING 10/28/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	LONESTAR FREIGHTLINER GROUP LLC	2027 FREIGHTLINER REFUS TRUCK	Carlos Miyagishima	Procurement	$395,000.00	HGACBuy Contract No.: SW04-26
B.						
C.						
D.						
			TOTAL		**$395,000.00**	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Mayor Date

Docusign Envelope ID: A91B2159-5EE9-4AF7-80A7-244B4376B8C2

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor: **5 Vendors – See Page 6**	Price Agreement Number: **50-80500-25-17171** Payment Terms: **Net 30** F.O.B.: **Destination** Delivery: **See Page 6**
Ship To: **New Mexico Department of Transportation** **Various Locations**	Procurement Specialist: **Arrianna Romero** AR Telephone No.: **(505) 629-756** Email: **Arrianna.Romero1@gsd.nm.gov**
Invoice: **New Mexico Department of Transportation** **P.O. Box 1149** **1250 Alta Vista ST. SB-2** **Santa Fe NM 87504-1149**	

Title: **Heavy Duty Cab Chassis 19,500-58,000**

Term: **December 1, 2025 thru November 30, 2026**

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendoza

Date: 12/1/2025

New Mexico State Purchasing Agent

Docusign Envelope ID: A01B2169-6EE9-4AF7-80A7-244B4375B0C2

Awarded Vendors:

(AA) 0000141519
BDR Preferred Holdings, LLC
DBA Roberts Truck Center
1623 Aspen Ave NW
Albuquerque, NM 87104
Contact Name: Brian Foster
Phone: 505-243-7883
Email: brian.foster@robertstruck.com

Delivery: 120 days ARO

(AB) 0000054961
Bruckner Truck Sales, Inc.
8101 Daytona Rd. NW
Albuquerque, NM 87121
Contact Name: Ryan Linson
Phone: 505-450-8464
Email: rlinson@brucknertruck.com

Delivery: 120-150 Days

(AC) 0000053576
Inland Kenworth US, Inc.
7711 Fortuna RD NW
Albuquerque, NM, 87121
Contact Name: Frank Dibenedetti
Phone: 505-884-0300
Email: frankd@inland-group.com

Delivery: as Requested

(AD) 0000053817
Lonestar Truck Group LLC
DBA Lonestar Freightliner Group LLC
12901 I-40 West Frontage Road
Albuquerque, NM 87121
Contact Name: Pat Torres
Phone: 505-833-4505
Email: pat.torres@txtxtruck.com

Delivery: Lonestar Truck Group 12901 I-40 West Frontage Road Albuquerque, NM, 87121

(AE) 0000043931
Rush Truck Centers of New Mexico, Inc
6521 Hanover Road NW
Albuquerque, NM 87121
Contact Name: Carlos Arreola
Phone: 505-506-1268
Email: arreolac@rushenterprises.com

Delivery: Free of charge to deliver to customers yard, so long as we have the available drivers at the time of request.

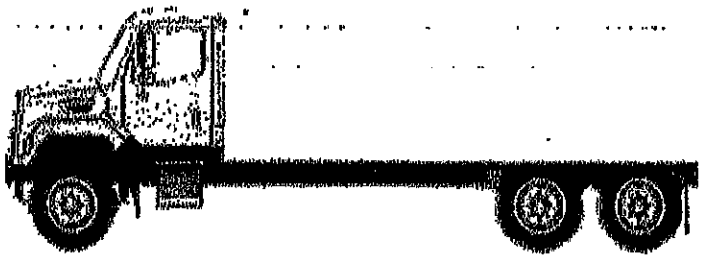
Prepared by:
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A proposal for
NEW MEXICO DOT AND ALL POLITICAL SUB DIVISIONS

Prepared by
ALBUQUERQUE FREIGHTLINER
Pat Torres

Oct 08, 2026

Freightliner 108SD Plus



Components shown may not reflect all specd options and are not to scale

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Hi Andy,

I appreciate the opportunity in allowing me to be able to quote you on your next truck purchase. Please review the specs and let me know if I need to make any changes.Thank You again Andy have a nice day!

Respectfully,

Pat Torres

STATE OF NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTRACT #50-80500-25-17171

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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-31D	SD PRL-31D (EFF:MY26 ORDERS)			STD
Data Version				
DRL-008	SPECPRO21 DATA RELEASE VER 008			N/C
Vehicle Configuration				
001-170	1088D PLUS CONVENTIONAL CHASSIS	6,828	3,748	$139,020.00
004-228	2026 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			STD
A85-001	REFUSE SERVICE			N/C
A04-10M	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-003	DRY BULK COMMODITY			STD
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
A05-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
985-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A60-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 44000.0 lbs			

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	A63-98D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs			
Truck Service					
	AA3-062	REFUSE, SIDE LOAD OR REAR PACKER BODY - DOES NOT UNLOAD IN A LANDFILL			N/C
	AF3-161	NEW ENGLAND TRUCK EQUIPMENT			N/C
Engine					
	101-3E1	CUM L9 360 HP @ 2200 RPM, 2200 GOV RPM, 1360 LB-FT @ 1200 RPM, REFUSE			$600.00
Electronic Parameters					
	79A-070	70 MPH ROAD SPEED LIMIT			N/C
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
	80C-001	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS			N/C
	80J-002	REGEN INHIBIT SPEED THRESHOLD - 6 MPH			N/C
	80Z-998	NO AUTOMATIC ENGINE SHUTDOWN - GHG			STD
Engine Equipment					
	99C-027	2027 EPA/GHG27 CONFIGURATION			STD
	13E-001	STANDARD OIL PAN			STD
	109-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
	014-1B6	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			STD
	124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
	292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES			STD
	290-017	BATTERY BOX FRAME MOUNTED			STD
	281-001	STANDARD BATTERY JUMPERS			STD
	282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			N/C
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
	289-001	NON-POLISHED BATTERY BOX COVER			STD
	298-088	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2		$286.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		$146.00
306-016	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		STD
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
125-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		STD
018-109	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE			STD
26P-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND/OR FUEL REGENERATION REQUEST SWITCH IN CLUSTER			STD
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-062	RH STANDARD HORIZONTAL TAILPIPE			STD
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-36	-10	$146.00
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
28Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
48X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
48Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-060	NO MUFFLER/TAILPIPE SHIELD	-10		STD
278-068	AIR POWERED ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
116-006	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-104	1116 SQUARE INCH ALUMINUM RADIATOR			STD
103-039	ANTIFREEZE TO -84F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
261-001	STANDARD CHARGE AIR COOLER PLUMBING			STD
270-010	RADIATOR DRAIN VALVE			STD

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	186-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		$60.00
	140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			$15.00
	132-004	ELECTRIC GRID AIR INTAKE WARMER			N/C
	185-006	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			N/C
Transmission					
N	342-552	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			STD
Transmission Equipment					
	343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS			N/C
	84R-018	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
	84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
	84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
	84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			STD
	84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD

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84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 6TH GEN TRANSMISSIONS			STD
363-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTOUTS			($45.00)
340-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			$95.00
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
346-008	PUSHBUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			$480.00
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-018	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		15	STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID			STD

PTO Equipment and Parameters

372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			$10.00
362-2JV	(2) CUSTOMER INSTALLED CHELSEA 281 SERIES PTO'S			N/C
368-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION			N/C
87L-003	ENGINE PTO SPEED CONTROL WITH PARK BRAKE AND NEUTRAL INTERLOCKS			N/C
809-013	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCK, WITH PTO CONNECTIONS, NO INTERLOCKS			N/C
80T-013	PTO 2, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, NO FACTORY INTERLOCKS			N/C
80G-006	PTO MINIMUM RPM - 620			N/C
79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM			N/C
79Q-004	PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM			N/C
79W-020	CRUISE CONTROL BUTTON PTO CONTROL AND TWO REMOTE PTO SPEEDS			N/C
79X-006	PTO SPEED 1 SETTING - 950 RPM			N/C

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79Y-005	PTO SPEED 2 SETTING - 1200 RPM			N/C
79K-012	PTO MODE ENGINE RPM LIMIT - 1600 RPM			N/C
799-001	PTO MODE CANCEL VEHICLE SPEED - 8 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
88E-011	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 1000 RPM			N/C
Front Axle and Equipment				
400-199	DETROIT DA-F-20.0-6 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		$3,496.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-025	CONMET CAST IRON FRONT BRAKE DRUMS			$6.00
427-001	FRONT BRAKE DUST SHIELDS	5		$102.00
409-006	FRONT OIL SEALS			STD
400-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
406-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-066	TRW TAS-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			$17.00
Front Suspension				
620-006	20,000# FLAT LEAF FRONT SUSPENSION	310		$816.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C
410-001	FRONT SHOCK ABSORBERS			$121.00
Rear Axle and Equipment				
420-1K8	MERITOR MT-44-14XP 44,000# R-SERIES TANDEM REAR AXLE WITH PUMP		2,810	$13,117.00
421-086	6.86 REAR AXLE RATIO			N/C

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
	366-094	RPL14 MERITOR SERVICE-FREE MAIN DRIVELINE WITH HALF ROUND (17T) YOKES	60	60	$1,126.00
	366-039	RPL20 MERITOR INTERAXLE DRIVELINE			$8.00
	462-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	$1,317.00
	876-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE			N/C
	87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF			N/C
	87B-023	INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 6 MPH OR LESS, DISENGAGE WHEN OFF OR SPEEDS EXCEEDING 20 MPH			N/C
	423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
	433-002	NON-ASBESTOS REAR BRAKE LINING			STD
	434-003	STANDARD BRAKE CHAMBER LOCATION			N/C
	451-029	CONMET CAST IRON REAR BRAKE DRUMS			N/C
	440-008	REAR OIL SEALS			STD
	426-183	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20	$51.00
	428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			$93.00
	41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
	42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension					
	622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		910	$5,262.00
	621-016	HENDRICKSON RT/RTE - 7.19" SADDLE			N/C
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
	624-011	52 INCH AXLE SPACING		-20	N/C
	628-004	STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS			$162.00
	629-006	FORE/AFT AND TRANSVERSE CONTROL RODS		100	$646.00
	439-001	REAR SHOCK ABSORBERS - ONE AXLE		40	$266.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Pusher / Tag Equipment				
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System				
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
46E-001	STANDARD AIR MANAGEMENT UNIT			STD
804-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 6-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	-20		N/C
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			($5.00)
Trailer Connections				
476-998	NO AIR HOSE HANGER			STD
1AZ-998	NO TRAILER RECEPTACLE BRACKET			STD
Wheelbase & Frame				
545-675	6750MM (266 INCH) WHEELBASE			N/C
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MMX0.437X11.13 INCH) 120KSI	760	170	$3,600.00
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	270	450	$2,250.00
552-007	2450MM (96 INCH) REAR FRAME OVERHANG			N/C
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-70	300	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 200.2 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 197.2 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 401.62 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 133.98 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 146.03 in			N/C

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in			
	552-001	SQUARE END OF FRAME			STD
	580-001	FRONT CLOSING CROSSMEMBER			STD
	559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		$95.00
	562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
	572-001	STANDARD REARMOST CROSSMEMBER			STD
	586-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30	N/C
Chassis Equipment					
	556-1E0	14 INCH PAINTED STEEL BUMPER			STD
	556-001	FRONT TOW HOOKS - FRAME MOUNTED	15		$100.00
	674-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
	588-042	BETTS B-26 PAINTED MUDFLAP BRACKETS		16	$50.00
	560-000	NO REAR MUDFLAPS			STD
	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
	44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE			STD
	607-026	CLEAR FRAME RAILS (EXCEPT AIR DRYER) OUTBOARD BOTH RAILS BACK OF CAB TO REAR SUSPENSION			$218.00
Fifth Wheel					
	570-000	NO FIFTH WHEEL			STD
Fuel Tanks					
	204-162	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	6		$140.00
	210-001	25 INCH DIAMETER FUEL TANK(S)			N/C
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
	212-007	FUEL TANK(S) FORWARD			STD
	604-001	PLAIN STEP FINISH			STD
	208-001	FUEL TANK CAP(S)			STD
	122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER	-6		$75.00
	216-020	EQUIFLO INBOARD FUEL SYSTEM			STD

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	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires					
	099-20C	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		$1,970.00
	094-2ND	MICHELIN X WORKS Z2 11R22.5 16 PLY RADIAL REAR TIRES		184	$3,800.00
	610-2ND	MICHELIN X WORKS Z2 11R22.5 16 PLY RADIAL SPARE TIRE		136	$1,300.00
Hubs					
	410-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
	460-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels					
	502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 6.26 INSET 5-HAND STEEL DISC FRONT WHEELS	66		$60.00
	505-546	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		160	($240.00)
	511-428	ACCURIDE 20429 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC SPARE WHEEL		89	$235.00
	496-011	FRONT WHEEL MOUNTING NUTS			STD
	497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior					
	829-1A6	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
	650-008	AIR CAB MOUNTING			STD
	648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
	667-004	FRONT FENDERS SET-BACK AXLE			STD
	670-001	LH AND RH GRAB HANDLES			STD
	645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL			$210.00
	646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS			$90.00
	65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			$55.00
	644-004	FIBERGLASS HOOD			STD
	052-001	FREIGHTLINER NAME PLATES			STD
	690-017	HOOD LINER, ADDED FIREWALL, AND FLOOR HEAT INSULATION	5		$75.00

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED			STD
	726-002	DUAL ELECTRIC HORNS			$16.00
	728-001	SINGLE HORN SHIELD			STD
	675-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
	312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS			N/C
	302-047	LED AERODYNAMIC MARKER LIGHTS			STD
	311-001	DAYTIME RUNNING LIGHTS			STD
	294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
	300-016	STANDARD FRONT TURN SIGNAL LAMPS			STD
	744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			$170.00
	707-001	DOOR MOUNTED MIRRORS			STD
	786-001	102 INCH EQUIPMENT WIDTH			STD
	743-201	LH AND RH 6 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
	74A-001	RH DOWN VIEW MIRROR			$21.00
	74B-060	RH AND LH 6 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	6		$201.00
	729-001	STANDARD SIDE/REAR REFLECTORS			STD
	766-043	63X14 INCH TINTED REAR WINDOW			STD
	661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
	664-011	RH AND LH ELECTRIC POWERED WINDOWS			STD
	663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD			STD
	659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			($35.00)
	647-001	WHITE WINTERFRONT	2		$65.00
Cab Interior					
	065-019	RUGGED TRIM PACKAGE			STD
	707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"			STD
	70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			STD
	706-013	MOLDED DOOR PANEL			STD
	708-013	MOLDED PLASTIC DOOR PANEL			STD
	772-006	BLACK MATS WITH SINGLE INSULATION			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
705-036	ASH CUP AND (1)LIGHTER,(1)12V POWER OUTLET			$30.00
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
698-019	LH AND RH DOOR STORAGE POCKETS, INTEGRATED INTO MOLDED DOOR PANELS			STD
736-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
660-029	M2/SD DASH			STD
720-004	10 LB. FIRE EXTINGUISHER WITH MOUNTING BRACKET	20		$160.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-048	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY			$10.00
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-034	PREMIUM INSULATION			$145.00
238-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
200-007	12V NEGATIVE-GROUND ELECTRICAL SYSTEM			STD
324-188	STANDARD LED DAB LIGHTING			STD
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2		STD
667-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
789-004	KEY QUANTITY OF 4			$20.00
665-005	LH AND RH ELECTRIC DOOR LOCKS			STD
740-998	NO MATTRESS	-20	-15	STD
732-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		$31.00
756-336	BASIC IBRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		$320.00
760-336	BASIC IBRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		$355.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
760-1AK	BLACK VINYL DRIVER SEAT COVER			($85.00)

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Data Code	Description	Weight Front	Weight Rear	Retail Price
761-1AK	BLACK VINYL PASSENGER SEAT COVER			($90.00)
763-102	HIGH VISIBILITY ORANGE SEAT BELTS			$80.00
632-001	FIXED STEERING COLUMN			($130.00)
640-070	4-SPOKE 18 INCH (460MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS			STD
766-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
106-002	ELECTRONIC ACCELERATOR CONTROL			STD
732-996	NO INSTRUMENT PANEL,DRIVER			STD
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			STD
070-001	BLACK GAUGE BEZELS			N/C
436-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
040-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			$45.00
721-001	97 DB BACKUP ALARM		3	$65.00
149-016	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
166-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
815-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-036	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS			$45.00
48H-009	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS			$115.00
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP			$6.00
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
858-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY			STD
887-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
73H-014	(1) BACKUP CAMERA END OF FRAME MOUNTED WITH 18' CABLE EXTENSION (NOT SAE) COILED AT END OF FRAME			STD
736-999	NO OBSTACLE DETECTION SYSTEM			($4,324.00)
A07-009	NOT APPLICABLE - UNIT NOT SPECD WITH DETROIT ASSURANCE			N/C
724-999	NO DR ASSIST SYSTEM			N/C
498-004	ELECTRONIC STABILITY CONTROL			N/C
73B-999	NO LANE DEPARTURE WARNING SYSTEM			($1,080.00)
879-999	NO OVERHEAD INSTRUMENT PANEL			STD
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPMXM0)	10		$700.00
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE			$60.00
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE			STD
747-001	DASH MOUNTED RADIO			STD
750-002	(2) RADIO SPEAKERS IN CAB			STD
758-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2		$70.00
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			$25.00
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			N/C
75M-999	NO MULTIBAND ANTENNA			($100.00)
76C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE			$50.00
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS			STD

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
	817-001	STANDARD VEHICLE SPEED SENSOR			STD
	812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
	813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
	6TS-000	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE			$40.00
	192-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
	81Y-006	RESTRICTED INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			$13.00
	264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			STD
	888-000	NO TRAILER HAND CONTROL BRAKE VALVE			STD
	838-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
	880-006	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
	304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			($30.00)
	802-008	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
	298-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
	298-048	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
Design					
	065-000	PAINT: ONE SOLID COLOR			STD
Color					
	000-BF9	CAB COLOR A: L0003BY WHITE ELITE BY			STD
	886-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
	862-072	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
	866-072	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
96F-972	POWDER WHITE (N0008EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)			N/C
964-020	STANDARD BLACK BUMPER PAINT			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Extended Front Axle Coverage				
WA4-039	AXLE: DETROIT FRONT ONLY: HD EXTREME 6 YEARS/200,000 MILES/322,000 KM EXTENDED AXLE COVERAGE			6120.00
Certification / Compliance				
998-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CA99 AND GLIDER KITS			STD
Secondary Factory Options				
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY			N/C
998-001	SHIP TO FONTAINE (MOUNT HOLLY, NC) PRIOR TO DELIVERY			N/C
Sales Programs				
RAB-998	NO ADJUSTMENT			STD

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price **	$179,059.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	8777 lbs	8904 lbs	17681 lbs
Total Weight*	8777 lbs	8904 lbs	17681 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

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RD1-315	5 YR DAIMLER CONNECTIVITY CORE PACKAGE -POWERED BY DETROIT CONNECT ON CUMMINS ENGINES	STD
RD3-996	NO SAFETY EVENT VIEWER	($180.00)
RT1-996	NO FACTORY PREP DATA SERVICES SELECTED	STD
RAL-032	L9 ERA27 NONCONFORMANCE PENALTY SURCHARGE	$4,460.00
PAT-025	TARIFF IMPACT FEE M2 106/112, 108/114 SD	$3,960.00
R26-001	MY26 ESCALATOR	$2,760.00
P73-2FT	STANDARD DESTINATION CHARGE	$3,375.00

Extended Warranty

WAL-47K	CUM 2017 L9: HD1 MD DTY 5 YEARS / 200,000 MILES / 322,000 KM EXTENDED WARRANTY. FEX APPLIES	$3,418.00
WAX-103	CUM 2017 L9 AT3 MD DTY 5 YEARS / 200,000 MILES / 322,000 KM AFTERTREATMENT. FEX APPLIES	$1,350.00
WBB-21P	EXT ULTIMATE TRUCK CHASSIS: US MD EXTREME-SEVERE 5 YEARS/200,000 MILES/322,000 KM	$3,600.00
WAK-121	ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE FEX	$1,156.00
WAL-253	AXLE: NON-DETROIT TANDEM REAR ONLY: HD EXTREME 5 YEAR/200,000 MILE/322,000 KM EXTENDED COVERAGE	$290.00
	Currency Exchange Rate	1.0000
	Total Extended Warranty (Local Currency)	$9,971.00

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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CONDENSED SPECIFICATION PROPOSAL

	Data Code	Description	Weight Front	Weight Rear	Retail Price
Vehicle Configuration					
	001-176	108SD PLUS CONVENTIONAL CHASSIS	6,029	3,746	$139,820.00
	002-004	SET BACK AXLE - TRUCK			STD
Engine					
	101-3E1	CUM L9 350 HP @ 2200 RPM, 2200 GOV RPM, 1050 LB-FT @ 1200 RPM, REFUSE			$600.00
Engine Equipment					
	126-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		STD
	016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE			STD
Transmission					
N	342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			STD
Front Axle and Equipment					
	400-188	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190		$3,436.00
Front Suspension					
	620-006	20,000# FLAT LEAF FRONT SUSPENSION	310		$815.00
Rear Axle and Equipment					
	420-1K6	MERITOR MT-44-14XP 44,000# R-SERIES TANDEM REAR AXLE WITH PUMP		2,610	$13,117.00
	421-586	5.86 REAR AXLE RATIO			N/C
Rear Suspension					
	622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		810	$5,262.00
Wheelbase & Frame					
	646-675	6750MM (266 INCH) WHEELBASE			N/C
	646-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	780	170	$3,600.00
Fuel Tanks					
	204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5		$140.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Tires				
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		$1,970.00
094-2ND	MICHELIN X WORKS Z2 11R22.5 16 PLY RADIAL REAR TIRES		164	$3,800.00
Wheels				
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		$80.00
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		160	($240.00)
Cab Exterior				
629-1A6	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
Color				
980-6F6	CAB COLOR A: L0008EY WHITE ELITE EY			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD

Adjusted List Price

Adjusted List Price **	$179,089.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	8777 lbs	8904 lbs	17681 lbs
Total Weight*	8777 lbs	8904 lbs	17681 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE	$3,375.00

XXX

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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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QUOTATION

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 360 HP @ 2200 RPM, 2200 GOV RPM, 1050 LB-FT @ 1200 RPM, REFUSE
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
MERITOR MT-44-14XP 44,000# R-SERIES TANDEM REAR AXLE WITH PUMP
HENDRICKSON RT463 @46,000# REAR SUSPENSION
DETROIT DA-F-20.0-6 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
20,000# FLAT LEAF FRONT SUSPENSION
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
6760MM (266 INCH) WHEELBASE
NO FIFTH WHEEL
7/16X3-9/10X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
2460MM (96 INCH) REAR FRAME OVERHANG
1/4 INCH (6.36MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	$	150,998	$	150,998
EXTENDED WARRANTY		$	9,971	$	9,971
DEALER INSTALLED OPTIONS		$	0	$	0
CUSTOMER PRICE BEFORE TAX		$	160,969	$	160,969
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	(307)	$	(307)
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	234,401	$	234,401
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	(LOCAL CURRENCY)	$	394,063	$	394,063

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: 10 / 13 / 2026

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.3

MEETING DATE: October 28, 2026

SUBJECT: Presentation/Discussion/Action – Axonius Adapt Virtual 26 Filming and Ceremonial Town Rename
DEPARTMENT: City Manager's Office
DATE SUBMITTED: October 21, 2026
SUBMITTED BY: Johanna Muñoz, Executive Assistant
WHO WILL PRESENT THE ITEM: Taylor Wiggins, Axonius

Summary/Background:
Axonius, a cybersecurity company, proposes filming its virtual event, Adapt Virtual 26, in downtown Truth or Consequences on November 10–11, 2026, for broadcast on December 9, 2026. Axonius requests a ceremonial one-day renaming of the town to "Axonius" on December 9, use of the town's name and likeness in event promotion, and Mayor Hechler's participation in media interviews.

Recommendation: Staff recommends approval of the ceremonial town rename and use of the town's name and likeness, subject to City review of promotional materials.

Attachments:

- Axonius Proposal – Adapt Virtual 26: Live from Truth or Consequences

Click here to enter text.

Fiscal Impact (Finance): Choose an item.
Click here to enter text.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC agendas 10-28-26

Adapt Virtual 26: Live from Truth or Consequences

Proposal to the Truth or Consequences Chamber of Commerce · Axonius

About Axonius

Fast facts:

- Founded in 2017 and headquartered in New York City
- Raised approximately $600 million in funding; currently a Series E cybersecurity startup at a $2.6 billion valuation
- Surpassed $200 million in annual recurring revenue (ARR) with 100% growth in two years; approaching 1,000 customers globally (including more than 90 U.S. federal agencies)

Axonius transforms asset intelligence into intelligent action. Founded in 2017, Axonius helps organizations preemptively tackle hard-to-spot exposures, misconfigurations, and operational challenges across their entire technology footprint, all in one place, backed by one asset data model.

What we do. The Axonius Asset Cloud builds a complete, accurate, and always up-to-date model of every device, identity, application, and piece of infrastructure in an organization. Security and IT teams use it to **discover what's unknown, fix what's exposed, and prove cyber resilience.** Our belief: *Asset Intelligence is the foundation of AI in security. Every asset. Every exposure. Actionable from one place.*

Why Truth or Consequences. Our mission is to *bring truth to action*. Few towns are better placed to help us tell that story.

Your Axonius Team

Role	Name	Email
Primary contact	Taylor Wiggins	taylor.wiggins@axonius.com
Chief Marketing Officer	Meghan Marks	meghan.marks@axonius.com
Sr. Director of Growth & Demand	Lauren Kersanske	lauren.kersanske@axonius.com
Head of Global Communications	Eddy Rivera	eddy.rivera@axonius.com

Learn more: axonius.com

The Proposal: Truth or Consequences, Home of Adapt Virtual 26

The idea. Axonius will film its flagship, free, virtual event, **Adapt Virtual 26** ("AI doesn't know what it doesn't know"), on location in downtown Truth or Consequences. The pre-recorded event goes live **December 9, 2026 at 11:00 AM ET (9:00 AM MT)** to an audience of Axonius partners, customers, and prospects.

Who will attend. Open to the public, targeting the cybersecurity community. Partners, customers, and prospects who match the external Axonius Ideal Customer Profile.

Overview

Filming	Two days during the week of November 9th - Filming the 10th & 11th
Locations	Downtown, in front of the coffee shop, theatre, hot springs spa, and visitor center (exact spots TBC)
Town rename	On **December 9**, the town was renamed for the day: **Axonius**. Truth or Consequences has done this before, taking its name in 1950 from a radio game show.
Likeness	Use of the town's name and likeness across Axonius advertising and communications for the event, subject to Chamber and City approval
Broadcast	Pre-recorded, live December 9 at 11 AM ET International Reply December 16th at 1 PM GMT

What We're Asking of the Chamber

General

- Support for the one-day town rename and use of the town's name and likeness
- Introductions to the featured businesses and any permits or approvals needed to film
- Co-promotion of the event to bring visibility to Truth or Consequences
- Truth or Consequences interview with Mayor Rolf Hechler on the history of the town that we would leverage for our event promotion of Adapt Virtual 26

PR

- Truth or Consequences spokesperson (Mayor Rolf Hechler) for potential media opportunities
    - We'd like to reach out to New Mexico press (local online and local broadcast) and marketing / advertising press (national online), and gauge their interest in publishing a story about the proclamation day
    - We'd like to pair the mayor with our CMO (Meghan) for joint interviews
    - Timeline:
        - Week of November 2: Reach out to New Mexico press and marketing / advertising press in advance
        - Week of November 9: If interest is secured, conduct onsite and/or virtual interviews w/ Rolf and Meghan
        - Week of November 9: We would issue a press release that announces Adapt Virtual 26 and includes a mention of our partnership with Truth or Consequences

Social Media (on our LinkedIn, X, and YouTube pages)

- Truth or Consequences spokesperson (Mayor Rolf Hechler) for social activities

    - We'd like to film a short video with the mayor and our CMO to talk about the partnership between the town and Axonius
- Truth or Consequences resident for social activities
    - We'd like to film a short video with a resident to spotlight the town in support of one of our activations called "Hometown Heroes" (if more than one resident is willing to participate, even better)
- As noted, we'd like to shoot footage on-location to support one of our social activations called "Hot Takes from Hot Springs" to help promote Adapt Virtual 26 in advance of the event taking place on December 9
- We'd also like to shoot any behind-the-scenes footage during our visit
- *Note: Some of the footage captured may be used during Adapt Virtual 26 or presented internally to employees.*

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 28, 2026

Agenda Item #: F.1

SUBJECT: Resolution No. 23 26/27 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: October 21, 2026
SUBMITTED BY: Kerin Salcedo, Accounting Officer
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Chief Financial Officer

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

Recommendation:

Approval Resolution No. 23 26/27 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 23 26/27

- 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**

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Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐ Other: .
File Name: CC Agendas 10-28-26

RESOLUTION NO. 23 26/27

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2026-2027.

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 2026-2027; 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 **28th day of October, 2026**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2026-27 10/28/2026
DFA Resolution Number: 23 **Fully Executed Agreements**
BAR NUMBER 1

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	216	216-4503-80861	ST-Infra Dam Safety Repair	Expense	$15,000.00	$ 325,000	$ 340,000	Increase for acquisition of land for flood/Dam Safety (Cantrell Project) per Gary Whitehead-City Manager

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Rolf Hechler, Mayor (Date)

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 28, 2026

Agenda Item #: F.2

SUBJECT: Resolution No. 24 26/27 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: October 21, 2026
SUBMITTED BY: Kerin Salcedo, Accounting Officer
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Chief Financial Officer

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

Recommendation:

Approval Resolution No. 24 26/27 Final Budget Adjustment Requests for Fiscal Year 2025-2026

Attachments:

Resolution No 24 26/27

- 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**

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Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐ Other: .
File Name: CC Agendas 10-28-26

RESOLUTION NO. 24 26/27

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2026-2027.

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 2026-2027; 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 **28th day of October, 2026**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2026-27 10/28/2026
DFA Resolution Number: 24 **Fully Executed Agreements**
BAR NUMBER 2

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	304	304-4903-38372	SJOA-Ins. Recoveries	Revenue	$ -	$ 20,441	$ 20,441	SJOA 2023 Chevrolet Traverse Claim PHNP26051783461
2	304	304-7071-32314	SJOA-State Grant A22G2019-G614	Reveune	$ -	$ 36,710	$ 36,710	SJOA-Walk-in-Freezer/Refrigerator Reimb. 1 & 2
3	312	312-7081-31375	Airport-FAA Fed Grant TCS-SWG-3-35-0042-030-2026	Revenue	$ -	$ 274,000	$ 274,000	TCS-SWG-3-35-0042-030-2026 FAA Grant part of the Airport Layout Plan
		312-7081-60599	Airport-Grant TCS-SWG-3-35-0042-030-2026 Exp	Expense	$ -	$ 274,000	$ 274,000	TCS-SWG-3-35-0042-030-2026 FAA Grant part of the Airport Layout Plan
		312-7081-39935	Airport- Transfer In TCS-SWG-3-35-0042-030-2026	Revenue	$ -	$ 274,000	$ 274,000	TCS-SWG-3-35-0042-030-2026 FAA Grant part of the Airport Layout Plan
		312-7081-49930	Airport-Transfer Out TCS-SWG-3-35-0042-030-2026	Expense	$ -	$ 274,000	$ 274,000	TCS-SWG-3-35-0042-030-2026 FAA Grant part of the Airport Layout Plan
	101	101-1099-39935	GF-Transfer In	Revenue	$ 3,974,868.00	$ 274,000	$ 4,248,868	TCS-SWG-3-35-0042-030-2026 FAA Grant part of the Airport Layout Plan
		101-1099-49930	GF-Transfer Out	Expense	$ 3,789,850.00	$ 274,000	$ 4,063,850	TCS-SWG-3-35-0042-030-2026 FAA Grant part of the Airport Layout Plan
4	315	315-7082-31375	Wtr-Grant B-24-CP-NM-1489	Revenue	$ -	$ 4,300,000	$ 4,300,000	B-24-CP-NM-1489 Water System Improvments Federal Grant
		315-7082-80860	Wtr-infrastruture B-24-CP-NM-1489	Expense	$ -	$ 4,300,000	$ 4,300,000	B-24-CP-NM-1489 Water System Improvments Federal Grant
		315-7082-39935	Wtr-Transfer In B-24-CP-NM-1489	Revenue	$ -	$ 4,300,000	$ 4,300,000	B-24-CP-NM-1489 Water System Improvments Federal Grant
		315-7082-49930	Wtr-Transter Out B-24-CP-NM-1489	Expense	$ -	$ 4,300,000	$ 4,300,000	B-24-CP-NM-1489 Water System Improvments Federal Grant
	504	504-3803-39935	Wtr-Transfer In	Revenue	$ -	$ 4,300,000	$ 4,300,000	B-24-CP-NM-1489 Water System Improvments Federal Grant
		504-3803-49930	Wtr-Transfer Out	Expense	$ 1,110,585.00	$ 4,300,000	$ 5,410,585	B-24-CP-NM-1489 Water System Improvments Federal Grant

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

5	340	340-7059-45600	St-Entity MatchNM DOT FY25-26 Map Grant L100652	Expense	$ -	$ 57,444	$ 57,444	NM DOT FY25-26 Map Grant L100652 Cash Match
6	340	340-7060-45600	St-Entity Match NM DOT FY25-26 LGRF Grant L100633	Expense	$ -	$ 21,614	$ 21,614	NM DOT FY25-26 LGRF Grant L100633 Cash Match
7	340	340-7085-31375	St-Federal Grant SS4A (Safe Mobility for All)	Revenue	$ -	$ 440,000	$ 440,000	SS4A (Safe Mobility for All) Marie St Corrective Study/Supplemental Planning
		340-7085-45600	St-Entity Match SS4A (Safe Mobility for All)	Expense	$ -	$ 110,000	$ 110,000	SS4A (Safe Mobility for All) Marie St Corrective Study/Supplemental Planning
		340-7085-80860	St-Infrastruture SS4A (Safe Mobility for All)	Expense	$ -	$ 440,000	$ 440,000	SS4A (Safe Mobility for All) Marie St Corrective Study/Supplemental Planning
		340-7085-39935	St-Transfer In SS4A (Safe Mobility for All)	Revenue	$ -	$ 550,000	$ 550,000	SS4A (Safe Mobility for All) Marie St Corrective Study/Supplemental Planning
		340-7085-49930	St-Transfer Out SS4A (Safe Mobility for All)	Expense	$ -	$ 440,000	$ 440,000	SS4A (Safe Mobility for All) Marie St Corrective Study/Supplemental Planning
	216	216-4503-39935	St-Transfer In	Revenue	$ 8,576,194	$ 440,000	$ 9,016,194	SS4A (Safe Mobility for All) Marie St Corrective Study/Supplemental Planning
		216-4503-49930	St-Transfer Out	Expense	$ 9,355,748	$ 550,000	$ 9,905,748	SS4A (Safe Mobility for All) Marie St Corrective Study/Supplemental Planning
8	340	340-7086-32375	St-State Grant HW2LP10084	Revenue	$ -	$ 100,000	$ 100,000	HW2LP10084 Smith St Planning, Design, and Construction Planning
		340-7086-45600	St-Entity Match HW2LP10084	Expense	$ -	$ 5,264	$ 5,264	HW2LP10084 Smith St Planning, Design, and Construction Planning
		340-7086-80860	St-Infrastructure HW2LP10084	Expense	$ -	$ 105,264	$ 105,264	HW2LP10084 Smith St Planning, Design, and Construction Planning
		340-7086-39935	St-Transfer In HW2LP10084	Revenue	$ -	$ 105,264	$ 105,264	HW2LP10084 Smith St Planning, Design, and Construction Planning
		340-7086-49930	St-Transfer Out HW2LP10084	Expense	$ -	$ 100,000	$ 100,000	HW2LP10084 Smith St Planning, Design, and Construction Planning
	216	216-4503-39935	St-Transfer In	Revenue	$ 9,016,194	$ 100,000	$ 9,116,194	HW2LP10084 Smith St Planning, Design, and Construction Planning
		216-4503-49930	St-Transfer Out	Expense	$ 9,905,748	$ 105,264	$ 10,011,012	HW2LP10084 Smith St Planning, Design, and Construction Planning
9	340	340-7068-32375	ST-Other State Grant CN-1102370	Revenue	$ -	$ 731,312	$ 731,312	NM DOT TAP Grant CN-1102370 Smith Street Sidewalk Construction
		340-7068-45600	ST-Entity Match CN-1102370	Expense	$ -	$ 124,625	$ 124,625	NM DOT TAP Grant CN-1102370 Smith Street Sidewalk Construction
		340-7068-80860	ST-Infrastructure CN-1102370	Expense	$ -	$ 731,312	$ 731,312	NM DOT TAP Grant CN-1102370 Smith Street Sidewalk Construction
		340-7068-39935	ST-Transfer In CN-1102370	Revenue	$ -	$ 855,937	$ 855,937	NM DOT TAP Grant CN-1102370 Smith Street Sidewalk Construction
		340-7068-49930	ST-Transfer Out CN-1102370	Expense	$ -	$ 731,312	$ 731,312	NM DOT TAP Grant CN-1102370 Smith Street Sidewalk Construction
	216	216-4503-39935	ST-Transfer In CN-1102370	Revenue	$ 9,116,194	$ 731,312	$ 9,847,506	NM DOT TAP Grant CN-1102370 Smith Street Sidewalk Construction
		216-4503-49930	ST-Transfer Out CN-1102370	Expense	$ 10,011,012	$ 855,937	$ 10,866,949	NM DOT TAP Grant CN-1102370 Smith Street Sidewalk Construction

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

10	360	360-7074-45600	WW-Entity Match	Expense	$ -	$ 32,183	$ 32,183	NMFA Project No. PG-7043 WW Preliminary Engineering Report PER
		360-7074-39935	WW-Transfer In	Revenue	$ -	$ 107,183	$ 107,183	NMFA Project No. PG-7043 WW Preliminary Engineering Report PER
		360-7074-49930	WW-Transfer Out	Expense	$ -	$ 75,000	$ 75,000	NMFA Project No. PG-7043 WW Preliminary Engineering Report PER
	506	506-4005-39935	WW-Transfer In	Revenue	$ 990,000	$ 75,000	$ 1,065,000	NMFA Project No. PG-7043 WW Preliminary Engineering Report PER
		506-4005-49930	WW-Transfer Out	Expense	$ 1,656,859	$ 107,183	$ 1,764,042	NMFA Project No. PG-7043 WW Preliminary Engineering Report PER
11	360	360-7083-32700	ST-Other State Grants CIF-7113	Revenue	$ -	$ 1,227,273	$ 1,227,273	Colonias Infrastructure Project (CIF-7113) Marie Street Improvements
		360-7083-38387	ST-Loan Proceeds CIF-7113	Revenue	$ -	$ 136,364	$ 136,364	Colonias Infrastructure Project (CIF-7113) Marie Street Improvements
		360-7083-45600	St-Entity Match CIF 7113	Expense	$ -	$ 136,364	$ 136,364	Colonias Infrastructure Project (CIF-7113) Marie Street Improvements
		360-7083-80860	ST-Infrastructure CIF 7113	Expense	$ -	$ 1,363,637	$ 1,363,637	Colonias Infrastructure Project (CIF-7113) Marie Street Improvements
		360-7083-39935	ST-Transfer in CIF 7113	Revenue	$ -	$ 1,500,001	$ 1,500,001	Colonias Infrastructure Project (CIF-7113) Marie Street Improvements
		360-7083-49930	ST-Transfer Out CIF-7113	Expense	$ -	$ 1,363,637	$ 1,363,637	Colonias Infrastructure Project (CIF-7113) Marie Street Improvements
	216	216-4503-39935	ST-Transfer In CIF 7113	Revenue	$ 9,847,506	$ 1,363,637	$ 11,211,143	Colonias Infrastructure Project (CIF-7113) Marie Street Improvements
		216-4503-49930	ST-Transfer Out CIF-7113	Expense	$ 10,866,949	$ 1,500,001	$ 12,366,950	Colonias Infrastructure Project (CIF-7113) Marie Street Improvements
12	360	360-7084-32700	WW-Grant WPF-6947	Revenue	$ -	$ 2,270,488	$ 2,270,488	Water Trust Board Project (WPF-6947) WW System Improvements
		360-7084-38387	WW-Loan Proceeds WPF-6947	Revenue	$ -	$ 252,276	$ 252,276	Water Trust Board Project (WPF-6947) WW System Improvements
		360-7084-45600	WW-Entity Match WPF-6947	Expense	$ -	$ 252,276	$ 252,276	Water Trust Board Project (WPF-6947) WW System Improvements
		360-7084-80860	WW-Infrastructure WPF-6947	Expense	$ -	$ 2,522,765	$ 2,522,765	Water Trust Board Project (WPF-6947) WW System Improvements
		360-7084-39935	WW-Transfer In WPF-6947	Revenue	$ -	$ 2,775,040	$ 2,775,040	Water Trust Board Project (WPF-6947) WW System Improvements
		360-7084-49930	WW-Transfer Out WPF-6947	Expense	$ -	$ 2,522,765	$ 2,522,765	Water Trust Board Project (WPF-6947) WW System Improvements
	506	506-4005-39935	WW-Transfer In WPF-6947	Revenue	$ 1,065,000	$ 2,522,765	$ 3,587,765	Water Trust Board Project (WPF-6947) WW System Improvements
		506-4005-49930	WW-Transfer Out WPF-6947	Expense	$ 1,764,042	$ 2,775,040	$ 4,539,082	Water Trust Board Project (WPF-6947) WW System Improvements

ATTEST:

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

Rolf Hechler, Mayor **(Date)**