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

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, NOVEMBER 18, 2026; TO START AT 9:00 A.M.

A. CALL TO ORDER

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

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

C. PUBLIC COMMENT (3 Minute Rule Applies)

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

E. PRESENTATIONS
   1. Proclamation naming November 28, 2026, as Small Business Saturday. Mayor Hechler

F. CONSENT CALENDAR
   1. City Commission Regular Minutes, October 14, 2026
   2. City Commission Regular Minutes, October 28, 2026
   3. October 2026 Accounts Payable
   4. Take Home Vehicle Forms: Police Department

G. ORDINANCES/RESOLUTIONS/ZONING
    1. Discussion/Action: Publication of Ordinance 775 Authorizing the Issuance of the City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds. Chris Muirhead, Modrall Sperling
    2. Discussion/Action: Amended Resolution No. 23 26/27 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
    3. Discussion/Action: Resolution No. 26 26/27 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
    4. Discussion/Action: Resolution No. 27 26/27 Authorizing a $1,000,000 Local Solar Access Fund Grant. Assistant City Manager Alvarez
    5. Discussion/Action: Resolution No. 28 26/27 Authorizing the Execution and Delivery of a loan agreement and Intercept Agreement between the City of Truth or Consequences and the New Mexico Finance Authority. Deanna Knull, Police Department Executive Assistant
    6. Discussion/Action: Resolution No. 29 26/27 Sale of Surplus Property to be sold at the December 5, 2026 Willard Hall Auction. City Clerk Torres
    7. Discussion/Action: Resolution No. 30 26/27 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer
    8. Discussion/Action: Resolution No. 31 26/27 Budget Adjustment Request. Jocelyn Holguin, Chief Financial Officer

H. NEW BUSINESS
    1. Discussion/Action: Approval of Notice of Award and acceptance and execution of the construction contract with Morrow Enterprises, Inc., for Critical Waterline Replacements -ITB #2026-09-013. Assistant City Manager Alvarez
    2. Discussion/Action: Approval of Notice of Award for RFP #2026-03-004 and acceptance and execution of the engineering services agreement with Bohannan Huston, Inc., for Vacuum Sanitary Improvements. Assistant City Manager Alvarez
    3. Discussion/Action: Change Order Increase. Assistant City Manager Alvarez
        a. Wilson & Company: Engineering Services Water Improvements
    4. Discussion/Action: Approval of Purchase Requisitions over $60,000. Carlos Miyagishima, Chief Procurement Officer
        a. Bohannan Huston Inc.: Vacuum Sewer System Engineering Services
        b. Morrow Enterprises Inc.: Construction Services Waterline Replacement
    5. Discussion/Update: Cantrell Dam Community Project Kickoff Meeting. Assistant City Manager Alvarez
    6. Discussion/Action: Approval of Employee Contract for the Chief of Police. City Manager Whitehead

I. EXECUTIVE SESSION:
    1. Limited Personnel Matters (City Manager Evaluation) Pursuant to 10-15-1(H.2).

J. RETURN TO REGULAR SESSION; ACTION (if any)
    1. Limited Personnel Matters (City Manager Evaluation) Pursuant to 10-15-1(H.2).

K. 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 DECEMBER 16, 2026 AT 9:00 A.M.

CITY OF TRUTH OR CONSEQUENCES

Agenda Item #E.1

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

SUBJECT: Proclamation naming November 28, 2026 as Small Business Saturday.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 3, 2026
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Mayor Rolf Hechler

Summary/Background:

Saturday, November 28, 2026 is Small Business Saturday – a day to celebrate and support small businesses and all they do for their communities. This year, we know that small businesses need our support now more than ever as they navigate economic challenges. Founded by American Express in 2010 and officially cosponsored by SBA since 2011, Small Business Saturday has become an important part of small businesses' busiest shopping season. Historically, the event has generated significant sales for small businesses, with over $200 billion in consumer spending since its inception. We will be kicking off the 2026 holiday season by encouraging consumers to support our nation's nearly 32 million independent businesses this Small Business Saturday and all holiday season long.

In particular, MainStreet, in partnership with the T or C & Sierra County Chamber of Commerce and the Middle Rio Grande Economic Development Association (MRGEDA) will be encouraging people to shop at locally-owned Sierra County small businesses through promotion of the day and by offering a raffle of gift cards as an incentive to make purchases on that day.

Recommendation:

None. Presentation only

Attachments:

- Proclamation

-

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

$0.00

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

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 11-18-2026

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: *F.1*

SUBJECT: City Commission Regular Minutes, October 14, 2026
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 13, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

-

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

$0.00

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

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 11-18-26

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 14, 2026

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for City Clerk Torres to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Mitchell made a motion to approve the agenda with the amendment to table item H1. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS:

1. Presentation by NMVIC on Veteran Services Available to Sierra County Residents.

Craig Yazzie, NMVIC Outreach Specialist, presented. (Complete copy attached hereto and made a part hereof.)

Mayor Hechler: I have a couple of questions, you answered that, how to contact. I guess we can also go through the website at www.nmvic.org, is that correct?

Craig Yazzie, NMVIC Outreach Specialist: Yes, sir.

Mayor Hechler: That will help, that will be how most of us contact you. As a community that provides very few services for our homeless folks, there are very few things available and it's nice to have this avenue for some of the people we encounter. And you're right, our Police Department will probably be in contact with these folks first, and it's nice to be able to refer them some place. Another thought I had was that we have a senior center here, they have meals on wheels, and they go out to the communities. If we can identify veterans that are living in certain conditions, is that something that's suitable for a referral as well?

Craig Yazzie, NMVIC Outreach Specialist: Yes, sir, it is. And again, I have this presentation as an electronic copy, so I will provide that, and you can send it out to anyone who is interested, and just tell them, "Hey just take a picture of it, and make a quick referral, and we take care of the rest from there."

Commissioner Forrister: And we need to get it in the hands of Olive Tree; don't they do a lot of counseling with our veterans? I think that would be a good spot.

City Clerk Torres: We can send the presentation out through the Clerk's Office because we have all of their information for SJOA and Olive Tree.

Commissioner Forrister: Cool, yes if we could do that, for sure.

Mayor Hechler: Should we ask someone from our staff to contact Crystal at the SJOA and make that inquiry? She probably has the information, but just in case she doesn't, perhaps we can give her the information on ho to contact if we have a veteran out there that is in need of services that we may have not identified.

City Manager Whitehead: What I would suggest is that Johanna and Angela could work together, and I've made some notes here, that I need to send the presentation across our whole system, all of our employees, because everyone contacts, so it would be good for them to know, and then I just made a note, so yeah, we will work with the Clerk to get this presentation and the QR code distributed, we will work together to get this out. Traci is working pretty hand-in-hand with Crystal at the SJOA, so they'll make a connection, but certainly, we have everybody's email address and we can do an email blast to get this out across the board, especially with the QR code.

Craig Yazzie, NMVIC Outreach Specialist: I will just end on providing our contact numbers on the second to last slide. These are the three directors of the different programs. The one I've worked with directly is Michelle Fraire, who couldn't be here today. Any one of these folks can be contacted, and if anyone has any questions you can email me and I will direct it to the right department for services:

- Michelle Fraire, SSVF Director, 505-296-0800 x101
- Joseph Hogan, Phoenix Rising Program Director, 505-296-0800
- Lisa Martinez, Transitional Housing Director, 505-265-0512

Mayor Hechler: Thank you for making the trip to see us, and for your presentation, it was very informative. We like what you presented. My father-in-law was a Korean War veteran, and later in his life he benefitted from services from the Bureau of Veterans Affairs, and our federal government. We take care of our soldiers, and it's nice we're still able to do that. Thank you so much for your presentation.

City Manager Whitehead: And I think we should also include Sierra Vista Hospital with the information blast. Mr. Yazzie came to our office after being at the Veterans Home, so that was kind of his connection to town, to start there, and just kind of walked in on a Friday afternoon, so we're really glad and lucky we met him.

D. PUBLIC COMMENT (3 Minute Rule Applies):

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

- I am here with some quick updates on what we're doing. Our Levitt Music Series is going really well, and it's been a lot of fun so far. This is happening every Thursday evening at Ralph Edwards Park, we have two more shows, this week and next week. If you haven't been yet, please try to come. This week is bluegrass, and next week is Americana/Alternative Folk. We're also getting ready to take suggestions from the community for artists to bring here for next year's series. Again, we want to have a wide diversity of genres, and try to appeal to everyone, bring everybody out for it. It's been really fun, especially for me, seeing all the families with young kids who are just running around the park. So it's been cool bringing people together.

- We recently completed our Deck of Cards Project, which actually began three years ago before I was even with MainStreet. This involved 54 local artists pulling a card from a card deck and creating a piece of art around that. We then made that into a deck of cards, we had a party where we auctioned off the artwork to benefit MainStreet, and we have the card decks available for purchase, it's kind of a cool way to own a little print of 54 local pieces of art. We have those at the MainStreet office, and we are also working on getting them in various businesses downtown.
- We received a USDA Rural Business Development grant for $87,000 to do a restaurant incubator program, so this is going to involve us purchasing a food trailer and outfitting it, and then teaching two cohorts of students and young local entrepreneurs who are interested in the restaurant business. We're teaching all aspects of successfully running a restaurant in T or C. From food prep, menu planning, dealing with staff, business plans, marketing, etc. This quarter, we're getting everything set up, and then we'll start teaching the first cohort in January.
- We also have our usual Fall events coming up, Trick or Treat Downtown is October 31st from 6pm-7pm, we'll have Broadway closed, and we'll have a costume contest at the plaza.
- Small Business Saturday is the Saturday after Thanksgiving, and anyone who spends money in any Sierra County small business that day can turn in their receipts for raffle tickets, and we'll raffle off a bunch of gift cards to local businesses, just a way to try to get people shopping locally, and also possibly connect people with a new business they haven't checked out before by giving them a gift card there.
- Finally, Old Fashioned Christmas is coming up on Friday, December 11th with the parade of lights, then the downtown Christmas tree lighting, and Santa. Thank you!

E. REPORTS:

City Manager Whitehead reported the following:

- Welcome to October, everybody. We're in the fourth quarter of the year, our second quarter. It's a busy time, kind of a change of momentum as we start preparing for legislative session, we'll talk a little bit more about that as we get going.
- Just to kind of keep everyone up to speed, the top of my list would be to talk a little bit about water projects. On the good side, both of our contractors are working hard, working diligently. Projects are on time, both of them have set some aggressive timelines for themselves, I think they were a little behind on their planning, but they're definitely in front of our work schedule. We continue to run into challenges with the project. Ten days ago, we had a water outage in the Williamsburg area, around Morgan Street. One of our 12-inch lines made a jog when it was supposed to go straight. The situation is kind of lucky and unlucky when you find those kind of things. I want to thank our crew, they were working as a really nice team out there, we had all of our staff, and the contractor stayed almost until 1:00 AM repairing that, and then they've come back and repaired the line properly. So all that is going, they're expanding, so when we find those

problems, some of the challenges we have is finding the right valves. It's been a long time since a lot of those valves have been exercised or they're under layers of dirt and silt, so we go through a challenge like that, then we kind of learn some processes, so we're trying to get ahead of those things, and we'll continue to work there.

- The staff has two projects out for bid, we hope to kind of have on track here, the first part of the year, which would bring the four total projects to activity. Obviously, critical water is going to be the biggest project we're undertaking, which will be taking care of what we call the "metal" streets. That will be 31,000 linear feet of line going in, so everyone in that area will get a new water line, new yard line, and new meter. Our meter project is kind of on hold, we've ordered 2,000 meters, and it's taken the contractor some time, they gave us a year's lead, kind of surprised us, but they're actually beating that, we go tour second group of 250 meters landed this week, so we'll continue, and then the contractor is going to wait until we get all of them in stock, so hopefully by January or February we will start the water meter project, which will be changing all of our meters to a system very similar to the electric meters where we'll be able to get that information right into the Utility Department.
- This morning, checking the leak list, we're still averaging about 20, we have 19 active leaks. We're fortunate with most of them remain – what we call the yard line, the extension from our main to the meter, they're just a challenge. Obviously when we have a big leak like we did last week, that pulls the staff away from being able to go fix those leaks, and the leaks don't stop breaking that day. We're just kind of in this motion, but we're getting really close to at least having a process.
- To bring you up to speed on some projects, we have other things going besides water. Public Services put together a nice meeting with our first contractor to look at Lee Belle, so we have that process going. We have $500,000 to try to get the foundation fixed, we're looking at companies that can do design build, that's the strategy, and they're on a contract basis, because we really want to get them in, get that problem solved, get the building open, and then begin to deal with it. So we've had one meeting, I think we have another one coming soon, and then we'll get some quotes, and get that going.
- The team for our car charging station is on-site, they should be finishing that in the next two weeks, the canopy showed up, so that should be getting to closure.
- We're getting close to getting Cantrell started, we have a little bit more work to do, we're going to try to setup a little public meeting and kind of remind everybody what the Cantrell project is, that's the flood project that's happening primarily by the fairgrounds. If everybody will remember, when the fair and the baseball field and that whole area flooded six years ago, we now have the funds, the project, it's designed, it's ready to put that in place to get that going.
- We have a meeting this afternoon with the engineering team to look at the Marie Street Dam, we're getting that project up, working with our engineers to figure out exactly the strategy, but one of the projects we definitely want to do with Marie is make sure that the dam is reassesses, we've been written up for many years from the Dam Safety Bureau on that particular structure, so we want to make

sure that it's in order, so we'll be meeting this afternoon to make sure we're in the right spot there.

- The Police Department, we're waiting for the final permits to get that going, the contractor is ready, and as soon as we get our building permits, they'll be starting on that project.
- We were awarded $1 million to build a solar canopy cover. I would like to thank Traci and the team, they kind of put it together quickly, but then at the Police Department, we're going to be able to cover the area where the police cars are going to park, with a solar plant. We're going to be able to cover some customer parking there, and we're going to be able to do a parking lot at the annex building off of the car charging station, we'll be able to fill that whole area. So we'll be building a solar carport/car charging system to add, and we were awarded that grant two weeks ago.
- Education; we have a lot of stuff, there are a lot of conferences. Next week, I'll travel with the Finance team, we'll be going to a procurement conference, looking forward to that. Two weeks after that, I'll be travelling with the Chief, he and I will be going to the Police Conference, I'm anxious to spend some time understanding and being in that world. In the middle of November, I'll be travelling to the infrastructure conference, pretty excited, I will be a presenter at the conference, presenting on how small communities build water systems. When I first arrived, we had an opportunity to present at the NMDOT conference about the roundabouts, and I was a little out of my depth because I was not around for that project, so the mayor handled that pretty well. But this project I'm looking forward to, and they're going to highlight T or C and the efforts we've done, we're really moving that project along.
- The team met a couple weeks ago; for those of you that had a water leak or called in a water problem, you used a system we call Daupler. That is where you can call it in and get it registered. If you register your email, when there's an outage, you will receive notice that there's a potential outage in your area and what's going on. One of the challenges we've had is when we can't find those valves, that area of concern spreads and gets bigger, and we've struggled to really communicate with the public what area the outage is in, and if the area of effect is larger, or what's involved with it. Daupler offers a service, it's called an outage map, and it's more controlled exterior of the Water Department. We think it's something the PIO would be able to manage, so we're in the final stages of getting our questions answered, and we're going to probably deploy that. Again, then any citizen would be able to go to our website, have access to a page, you would see where the outage is at whether it's water, electric, damage, any sort of outage, it could be "the Levitt Series is in the park this weekend" to say, "Hey pay attention to traffic patterns." And we're going to go ahead and try to deploy that to see if we can continue to communicate better with the public on these outages. While I talk about communicating, we have been posting the boil water notice, I want to thank Carrie, she did a great job in the newsletter this month, in the back it really talks about what the recommendation is with the boil water notice. If your water pressure is less than 20 PSI for two hours, or you have no water up to two hours, the Environment Department is recommending that we suggest to the

citizens that you should boil your water if you have concerns. We recommend that for sure you reach out to the city and request a flush of your system. If the water is off, we can go out to a hydrant, turn that hydrant on, and let your water flush – because the water we have in the system is treated. Everything in our tanks gets distributed and is treated, so flush that out, but we will be posting those boil water notices if we have that condition. We're going to meet with the Environment Department to make sure our whole team is up to speed and understands – we know it's important, but how do we do it? When do we do it? What are the timings? And then when we have an outage, we will pull a water sample and get that back to the community within 24 hours, unless unfortunately if it happens on a Saturday, we won't be able to get that back until probably Tuesday, so that's the condition that has to be approved. Once we see those tests come back negative, then we would lift the boil water notice, but generally speaking, we want the public to be aware that if you see that condition, just know you should potentially boil your water if you have a member of your household that you feel could be in jeopardy or any kind of harm's way with that.

- The last thing I'll talk about is streets, the water project is going well, we have some good things happening, but we're struggling in the Streets Department. We have started on Cherry Lane, the rains came, it's been three weeks of all of our equipment being out, trying to get the roads back together and the ditches, so that takes away, but we'll get back to Cherry Lane, get that project started, we have several roads outlines to get done this year, so we're excited about that. Yesterday we had a test, Bo and Brenden put together a viewing of a product called a zipper, it's a milling machine, I have the videos on my phone I'd love to share with each of you after. In four hours, we took half a street block, turned the whole road into base course, reshaped it, watered it, rolled it, and turned it back into a hard road. Now, it's not paved, it would still require an overlay, but the nice part is that they could have done the whole block within one day. We're trying to find the tools where our crew can work, what our crew can do efficiently within a day, and then find the contractors to help us. You approved a contract with Bartoo Sand and Gravel, which can do hot mix in place, so this would be the perfect example, where we take a road that's really in poor shape, turn it into base course right there so we're not buying base course, we're not paying for the machine, we shape it, and then Bartoo, through that contract, would come in and put the hot mix down. I think that's an efficient way, the team will kind of assess what we saw yesterday, but we'd like to get that machine deployed. It would be really great, like on Kopra where the millings we put down have come apart with the water, this would work really well in those areas. And that concludes my report, I will stand for any questions at this point.

Mayor Hechler: I think it's the right time for our community to finally have all these projects coming together. For years, we were getting beat up for not doing anything, for not getting things done, for not repairing the water lines, for not getting construction done. And I warned the community several times that we're going to have construction fatigue. The symptoms of what happens is just what happened the other day, we had our old water line break because our old water lines are put in the ground, and although

they're mapped, they don't always go true to where they're mapped. So when something takes a jog instead of a jag, we break another water line, and here we are trying to catch up. Some folks in our community don't understand it and still beat us up, they don't understand what's going on, but that's okay. It's part of the process, and we'll get through it. But it really feels like right now, between this Commission, City Management, and your team, things are operating on all cylinders. I like the direction we're going, I like the speed at which we're moving, things are happening, and it's not just one project here, one project there, it's a multiple set of projects, a diversity set of projects, from the Police Department renovation, to Streets, to water lines, everything's happening at the same time. It truly is busy and a lot of things are happening. Thank you all for your hard work and what you do, and thank you City Manager Whitehead and your staff for all they do. It's a great time, keep up the energy, and keep doing what you're doing because I think this community is experiencing almost a renaissance between what's happening and what's going to continue to happen. I'm very pleased with what's going on, so thank you for your help and everyone's patience and work.

City Manager Whitehead: I appreciate that and you know, I get to do the report, but the team, really, is where everybody has something to do. Every department has something that we're working on, a project, something we're doing. On top of just doing good projects, we've been doing this long enough now we're finding little nuances of things that were happening that were kind of going under the radar. Everybody is touching every single project, and we don't get it right, we make mistakes, we miss things, or do things, but the staff has really been great and supportive. It was fun being on the road with the Streets crew yesterday, they were all excited and energized to see this machine do something in a couple hours – they'd been working on Cherry Lane for a week, trying to get the old asphalt off, they're doing their best, really working hard, but they get pulled away, and to see a road just come apart, it was fun to watch them be excited about seeing what they could do with the machine. Love that, and we'll continue to work hard.

Mayor Hechler: So are you considering purchasing it?

City Manager Whitehead: It would be a purchase, yes sir. We would buy the machine, it's $300,000 for the piece of equipment, but we think with what we're doing with water projects, it would just make us incredibly more efficient. We wouldn't be buying base course, we could rent the machine, I think the last quote was about $30,000 per month for the machine. Effectively, if we used it for 10 months, we would break even. It's something we could partner – we wouldn't share it, but we could do things like that when we're not using it, like for the county, because it's really just a nice milling machine, it's self-propelled, it has a 2-year warranty, and it uses the equipment that we have. So that would be our dream, to buy it. A big milling machine like you see on the freeway, those are a couple million dollars, and that's not what we need. So this machine looks like it's the right size and right fit for us.

Mayor Hechler: So with a 2-year warranty I'm assuming you can operate it daily for two years before you have to replace things? Or does it work that way?

City Manager Whitehead: It doesn't work that way.

Mayor Hechler: That was my question, how often do we have to replace the seat --

City Manager Whitehead: it's just like a rototiller, to give you a picture in your mind, it's just a rototiller with tines, so the more you go, those tines that are chewing up the road are going to have to be replaced, but again, just to give you a sense, it's got 155 tines on it and it would cost about $3,000 to replace them all, but you wouldn't. If you manage it well – it did no damage to it yesterday in the half a block that we used it for. It will have some regular care and maintenance and those kinds of things. And I didn't report, but our street sweepers are out downtown today, we've been behind and trying to catch up, and downtown is a mess, it's hard to drive through, it's dirty, but both sweepers are out, and we have the new sweeper in town, and hopefully get downtown and then start getting the rest of the town put back together.

Mayor Hechler: Thank you.

City Manager Whitehead: And I have one more thing to mention, talking about film. Jagger took me to see the Rocky Horror Picture Show, I was able to go watch that with him one of the first times when I was just getting started. Obviously we've lost Cary in the community, his tentacles are in a lot of projects, and we wish his family well. I did want to brief you on a few film things that have come up, Cary has been our film liaison for a long time. Right now, the county has taken the lead on accepting those applications. Together, the county manager and myself are going to be working, I've tasked Johanna in my office with seeing what we need to do on the city side, and we're working a few applications. Probably at the next meeting, we'd like to talk a little bit about Mr. Gustin and some of the things we need to do for him, and then start an application process, probably in November, to start taking applications for someone to fill that role, then put together a committee with the county. Remember, it's really a county film liaison, we'll have some say in that and some partnership, but we'd like to get that done, and that's the process the county has asked that we follow. So applications starting in November, probably December or early January there will be a group to interview the applicants, and then select one to start in January. But for right now, the county and the city are working together to kind of handle it. It's amazing on the three that we've received how much information you have to know to help these folks put together a film, and these are just little bitty ones so I can't imagine if it gets big. But I did want to brief you, we talked about that, so the Commission and the public would know what our process is there.

a. Department Head Reports.

City Clerk Torres reported on the following:

- I just wanted to touch on a few things we're doing in our office currently. We've had an increase in IPRA's. Since July 1st up until yesterday, we've received 86 IPRA's through our office, so we've been really busy with that. Our Police Department has received several of them as well.
- We're also working on getting items together for the December 5th auction through Willard Hall, so I'm working with our Fleet Department, we are going to have quite a few vehicles we will have for auction. I'm going to get with our departments to see if there are any other items they'd like to add to that.
- We've also been working on Short-Term rental renewals and Business License renewals. We usually start those at the end of October, beginning of November, and then we keep going. They're due at the end of December, but we do give a grace period until March 15th for those. That's about it, I would stand for any questions you have.

Commissioner Forrister: Approximately how long does it take you to complete one IPRA?

City Clerk Torres: It just depends on what it is, so usually when we get one, most of the time it's not like, "Oh I just want one item." Sometimes they're like, "I want all the records from 1956 – whenever" so just depending. Sometimes they're really easy and we have easy access to them, sometimes we have to request additional time, up to the 15 days, because we have to go through archive records to look.

City Attorney Rubin: And there have been occasions where the Clerks reach out to myself or Mr. Appel, where we may have a document from a previous case or something the Clerk needs.

Commissioner Forrister: So you can say that your 86 IPRA's are taking a lot of your time away from your actual job.

City Clerk Torres: They do take a lot of time. And it's not just my office, it's all of our offices, because we do have to forward these over to different departments depending on what the request is for.

Mayor Hechler: Of the 86 requests, how many different folks actually make those requests?

City Clerk Torres: A lot.

Mayor Hechler: So it's a lot of different people?

City Clerk Torres: When I first started, you would get probably around 10 people, the same people, who would put in the requests. Right now, since around August or a little

before that, we've seen a lot of different IPRA's come through from a lot of different people. I've never seen that in the 16 years that I've been here, we've never received this many. It keeps us busy.

Jocelyn Holguin, Chief Financial Officer reported the following:

- Right now we're in the middle of our audit with Beasley, it's going really smoothly. The thing with auditors; one auditor does the work and another auditor wants you to do the work, so I'm having to communicate with our past auditors to get the current auditors what we need. Kerin, Silke, and the team are working really well, they'll do the documents we need to get them out timely. We are going to have a special audit for the federal funds, so we're working on that process. Thank you to Traci for getting all those documents together for us as well. I think our main focus will be the itemization on the requisitions, and the descriptions. Those are the items moving forward that I think we need to work on with the staff.
- We are going to be doing additional training for time entry, because we had a time entry training with the staff, but we're going to have another one just to keep the momentum going and have everybody do it correctly and efficiently.
- As Manager Whitehead mentioned, we are going to the NMPPA conference, it's the New Mexico Public Procurement Association, and I invited Gary to attend with us so he can get a feel for the world of procurement. It's a really good class that teaches a lot of different new things, including some of the changes that are happening in the procurement code. I'm looking forward to that.
- Karina is taking her CPO certification under the advisement of management. She was a little gun shy, but she used it yesterday and I'm confident she'll ace it for the end of the course. I'll stand for any questions.

Mayor Hechler: How is this this new group to work with compared to our last group?

Jocelyn Holguin, Chief Financial Officer: I have hearts and flowers. They're really good, they communicate, and we can upload our information without any problems. They are really happy with our testing so far, because we've been nailing it. I'm not saying we're going to get a perfect audit, because they're still growing and cleaning things up, but I know we're getting there, so I'm pretty happy about that.

City Manager Whitehead presented the Human Resources report as follows:

- We currently have 8 jobs pending, 8 openings, and 4 positions pending, so technically we have 4 job openings.
- We're kind of getting fully staffed in the Police Department, which is good.
- We have a sanitation opening.
- We are still waiting on one position in Water, and then a couple positions in the Electric Department. So we're doing pretty well there.
- We've implemented the second part of the pay study. If you'll remember, last year all the non-exempt employees received their adjustment within the study. Their one-year came up, so we've finished that. Those employees received their, as we're going to start calling it, a "merit raise" you'll see that in our pay policy that you have, we hope that you'll look at and adopt today. We've spent a lot of

time getting the pay policy together over the last month, the SOP's, we've worked really hard with Finance and Karina in payroll to try to develop a payroll policy. It's not going to be an adopted policy, it's an internal policy, but you'll see that we included that for you to look at today. We've worked really hard to try to figure out how to get the processes and help the employees make sure that they can get their time entered, that's just a huge challenge to get that done. We want to get everybody paid, but it takes a lot of time so we've been working on that.

- We're looking at finishing up some training programs, we're trying to get that together as part of the pay policy. The employees are going to have to do some continuing education, so we continue to work on that particular project.
- Finally, there will be a job fair at the Civic Center on October 21st.
- HR has been busy, it's been a nice move having Alona in the room with me, she and I are able to really communicate on issues, so really happy with how that process is going.

City Manager Whitehead presented the IT report as follows:

- I won't get into Michael's world and act like I know this, I'm not going to fake it at all. You have a presentation in your packet. When Michael and I met, the two things that we agreed we felt were important to you as Commissioners were – probably the biggest is cyber security and what the security of our system is. I don't think it's relevant that you understand how many printers we put in or any of those items. So what you have here is Michael's first run that he has from his internal systems. I will let you take the time to look that over, but you can see how many attacks that happen, how many hits that come that our firewalls actually stop and protect against, it is a good report, when I read through it just to kind of see, I think it's fairly self-explanatory, Michael tried to make it understandable for us, so I appreciate Michael doing that. Again, I just want to thank the IT team. IT seems like it's really smooth and we're under control. Michael's message to you is that our systems are safe, our firewalls are working, everything is in order, and he's pretty pleased with our system.

Assistant City Manager Alvarez reported the following:

- I know a lot of what I do I bring to you guys and present, so I thought I'd talk about some of the items I'm working on in the background that maybe haven't made it this way, and then end with some statistics. Recently, I've been working on the gateway industrial campus out there by the airport. I've been coordinating with Economic Development Office and Global Location Strategies. We completed an initial site visit, and are working on some preliminary infrastructure assessment to identify some of the utility limitations. We're initiating some coordination with the utility providers in that area. We're gathering information to determine what the infrastructure needs would be out there, potential development costs, and future funding opportunities. The purpose is to determine if the site is suitable for industrial or aviation-related and compatible commercial development, with the goal being to attract new businesses and create jobs, encourage private investment by identifying infrastructure needs, securing funding, and preparing the property for future development. It's really a long

process. As I said, we did an initial site visit, and then the City Manager and I will be logging into a virtual site visit assessment with Global Location Strategies as well. We're not interested in putting infrastructure out there, we're just looking at identifying the needs that are out there, and if somebody wanted to come out and they had an aviation-related business they wanted to put out there at the airport, then they would have to look at what infrastructure is available, and what they could potentially put out there themselves.

- On the Planning & Zoning side, we're continuing to work with our Planning & Zoning Commission on zoning ordinance updates, they've been submitting their opinion papers addressing some different code revisions. We're doing some review with that. Of course, we've been preparing and presenting various Conditional Use Permits, Variances, Summary Plats, and Alley Vacations. Everything then comes to you guys as well, and keeping them updated on some of the things that are moving through the city, good conversations with the Planning & Zoning board.
- And then of course, I continue assisting all the property owners and developers with zoning requirements and development approvals, as they come through my office daily.
- Statistic-wise, I'm currently overseeing approximately $76 million in tracked project funding. When I started adding all that up, it kind of gave me a little bit of anxiety, but I'm working well with Finance, the City Manager, and each of the departments that those funds go through. Going through some hurdles and challenges a little bit I think with the – I mean, $76 million is a lot of money and that's a lot of cash flow that comes out of our finance department that then we have to wait for reimbursement to come in, and sometimes we have to wait for those reimbursements to come in before we can expend the cash, so we have had conversations and discussions about payout and invoices. Sometimes those contractors may put them in, but they don't necessarily get their check that week, they may have to wait a few weeks until the funds come back in and we're able to replenish. That's kind of a challenge we're still working through with Finance and figuring out a way to get a good ebb and flow going on that.
- Of the $76 million, approximately $50 million of that is in Water, $6 million in Wastewater, $15 million in Streets (that does include the Cantrell Dam funding as well), and about $4 million in various other projects which include the Airport, Parks, Senior Center, Animal Control, Police Department, Electric, and then of course the Economic Development are the comp plans.
- I also thought it would be interesting to take a look at my emails and my calendar, because it seems to be really overloaded. AI is kind of a fun thing to play with, so I tossed my email and calendar stuff in, and I found out that I am participating in and coordinating approximately 221 meetings from July-September, which is approximately 226 hours of meeting commitments, an average of 17 hours per week, or 43% of my Monday-Friday work week, in addition to overseeing all of the different projects. Email correspondence I averaged approximately 67 outgoing emails per day, including regular emails outside regular business hours and weekends. So I occasionally sleep. With that, I stand for any questions.

Commissioner Forrister: I don't want to take up any more of your time.

Mayor Hechler: generally speaking, what is our annual budget? The budget itself for our city, just in general terms?

City Manager Whitehead: For operations?

Mayor Hechler: Yes.

City Manager Whitehead: $30 million is our operating, if you take the enterprise funds and then the general fund, average $30 million.

Mayor Hechler: What I'm getting at is that we're managing twice that in grants, in addition to our regular budget.

City Manager Whitehead: Our overall budget was just under $100 million; it was over $100 million last year.

Mayor Hechler: Ladies and gentlemen, you are managing $100 million.

Assistant City Manager Alvarez: It's a real simple perspective on some of that is, if you do some of the math, you have a project that's approximately a $7 million or $8 million project, and your contractor says it's going to take them 18 months to complete that project, you divide that amount by roughly a monthly payout that they're going to submit, so a contractor's payouts that are coming in on some of these water projects are anywhere between $500,000 to $700,000 for one month. So we have to write that cash out of the checking account, and then we have to wait for that check to be cashed, wait for it to clear the bank, so I have a cleared check copy as well, before I can submit that in to get a reimbursement on those. Some of our funders only reimburse once or twice per month, maybe around the 15th and the 30th of every month. So there's a little bit of a delay. It's a challenge, it is definitely a challenge, and it's only going to become more challenging the more blessed we are with funds, but I think we're working through a process and figuring it out.

Mayor Hechler: Well I think we've learned how to ask, and sometimes that's a problem, because when you ask, a lot of times you get. So we'll keep that going if you guys will keep going, you guys are doing a good job with our city.

Jocelyn Holguin, Chief Financial Officer: We're at a $19 million budget rate.

City Manager Whitehead: Thank you, good.

a. Police Department Update.

Chief Tavizon reported the following:

- I will do a little recap on September before I move into what we're doing in October. To finish off September:
  - We fielded 1,116 calls for service, which was a little bit more than the prior month
  - Animal Control fielded 158 calls for service
  - One of the areas I'm really disappointed and I feel like we're struggling getting control of is the motor vehicle accidents, we had 44 last month. Right now, my Lieutenant is covering shifts, and like Manager Whitehead said, we'll get to a point next week where we should be fully staffed and he'll be able to get back to do some administrative stuff, I am going to have him do a crash analysis and see what some of those issues are and what we can do to try to mitigate some of those crashes, bring those down. Because that affects all of us with our numbers, with our insurance, and whatnot. It's a hard number, it's huge, it's double what it was the month before.
  - We had 40 DWI's
  - We conducted 201 traffic stops
  - We wrote 128 citations
  - We had 16 arrests
  - We sent Tyler to the zoning officials conference, where he and Manager Whitehead learned some pretty interesting stuff that hopefully they'll be able to bring back and implement.
  - We sent Sweeney out to the property and evidence conference as well, where she learned things to make sure we're in compliance with property and evidence requirements.
  - We sent Deanna to the FBI symposium. So we report our crime stats to FBI statistics through Neighbors or CEGIS, so she basically is learning and understanding what the requirements are and ensuring that we're meeting those requirements as well.
  - One of our officers passed the certification by waiver, Officer Anderson, he came to us from the military, he's an excellent asset to the department, scored well in the law enforcement exam, so he's now a certified officer on the street as well.
- Moving into this month:
  - We are one of the first departments, according to Director OJ, to pass our state fire marshal inspection, so that's positive, with no findings. There's a company in our community, Arevon, they do solar in our community, and they donated $1,500 to the Shop With a Cop program for us. This is the second year they've donated to us, and obviously it reaches out to our children in our communities and helps down the road.

- Nobody has mentioned Oktoberfest, I hope I'm not stealing the thunder from any of you guys, but that was a really cool event, I hope that continues, that is something fun.
- Becca kind of talked about the concerts in the park winding down. The last concert will be on October 22nd, you'll see police presence throughout that.
- We are in the process of purchasing a repeater to address some of the dead areas in town. At some point, there was a chief that moved the repeater from the tower here on 2nd Street over to the Love's location, and there's no backup power for it to operate, so if we have any kind of power outage there, there are issues with the batteries, they only give us a certain amount of time. So having had an opportunity to work on patrol, I identified some dead spots which are officer safety concerns, where you just couldn't get out on your handheld at all, it's as close as Mile Marker 7, and all downtown, and on Riverside, where there's almost zero communications. We purchased a repeater that's going to go on there, it should eliminate that problem. Next year, we'll try to budget for a dual-working repeater to replace the one on Love's, so we'll have those two repeaters working off of each other, trying to provide the best coverage for the officers.
- We have a candy drive scheduled for October 19th at Walmart, to start preparing for some of the trunk or treats, there are quite a bit throughout Sierra County.
- We recently launched a wellness program with Firstgevity, it's directed toward first responders and law enforcement. It helps with any kind of mental health issues the officer may be having; to include nutrition, sleeping problems, or other issues. The program representatives will reach out to them and their families. It will also cover any of our retirees, so if any of our retirees are having any kind of issues after serving, then they'll have the same benefit as well. We look forward to reaching out to them and getting them on board as well.
- We just finished escorting four wide-load projects for our water projects. They were the vaults, we just delivered those, and we will get four more, which will help us move the water projects along even faster. With that, I'll stand for any questions.

Mayor Pro-Tem Mitchell: How is the raffle going for the guitar?

Chief Tavizon: It's going well, I believe we had set a max number that are going to be sold, and I think we're getting close to reaching that max number, then we'll have the raffle. I don't know if you've seen the guitar, but it's an awesome guitar. If I knew how to play, I'd be all over that.

Mayor Hechler: How's the new Police Department coming along?

Chief Tavizon: We are just waiting for some permits, and drawings to finish up. Then they should start moving in and getting stuff squared away, as far as fencing around the building where they'll be working, they'll bring a dump trailer, and then start the construction once those permits are gathered from the state.

Mayor Hechler: Are the permits submitted, or are they waiting?

City Manager Whitehead: All the permits have been submitted to the state CID. We're waiting for the electrical inspector, they were on-site last Friday. The company has to get all those permits turned in. This is a design build, so it's their responsibility to find all the contractors on the engineering side. So we're waiting for them to get all their permits in so they can have a construction permit. And they had to get the electrical inspector in, I received a call from our architect about 4:00 on Friday last week that they had completed that inspection. Hopefully this week that's stamped, and then getting into CID for a permit, then they should then be able to mobilize.

Commissioner Hoeppner: One thing about the new Police Station, the winds blew off one of the lids of the AC's off the roof. Maybe maintenance could go up there to secure it if. If not, the next storm may take the lid off again.

Chief Tavizon: Yes, we will do that.

Commissioner Forrister: And you've had officers at the fair all week. That was awesome to see them there. I think they ate a lot of really good food.

Chief Tavizon: Yeah, there were awesome food trucks there.

City Manager Whitehead: I'd just like to point out, as you know, the Police Department is involved in our water projects. This project is our most important, it's putting 8 pressure-relief valves in our system. Those are going to be in vaults, so if you drive around town, you're going to see areas where there's a massive hole in the ground. These concrete vaults are pre-constructed, they have to be shipped in a wide load, so they're having to work out the transportation, how they're going to get into town, how they're going to move, and so the Police have to escort them to those sites. It's a real group effort to get all this to happen.

Mayor Hechler: Are these done after hours?

Chief Tavizon: It happened this morning at 8:00, and then there will be another one that comes through a little bit later today. Next week, I think there will be another group coming. There are 8 total, we had 4 delivered today.

Mayor Hechler: Where are they being stored?

Chief Tavizon: They're going to 7th and Silver, and the other is going to 6th and Silver.

City Manager Whitehead: 6th and Palo Verde I think, that one might already be in. They're not being stored, they're going right to the site.

Mayor Hechler: Oh, they're going right to the site.

City Manager Whitehead: That's right, they prepare. So if you drive around, you'll see areas where there's a massive hole, it's all blocked off. They have to escort it right to the site, and they actually install it immediately.

Mayor Hechler: I've seen the one on Palo Verde.

City Manager Whitehead: The one at 6th and Palo Verde, there'll be one at the bottom of Silver, when you come down the hill. There will be one over on the golf course, on the corner of Marie and Pershing, one on Kopra, we approved that site yesterday, there are 8 different sites, all the way out to Williamsburg.

2. City Commission Reports.

Commissioner Hoeppner reported the following:

- I'd like to talk a little about Oktoberfest; it took a while to host the first Oktoberfest. I always did on October 3rd at my coffee shop in my backyard, an itty bitty one. But the space got smaller and smaller as more people attended. I asked if I could do a big one, and Commissioner Glines agreed with me that we should host one. And we blew it out of the park, because my idea was to do a little beer garden, and then it became bigger and bigger. I'm really grateful that he was part of the team, and took the lead when it came to promotion, planning, and everything. He put so much work into it, and it was such a successful event for being the first one. I would like to say a special thank you to all the volunteers, as well, everybody who came together. Special thank you to OJ with his team and everybody who helped out. Everything came together and it made it a successful event. For me, the most important thing, my big passion, is building community. Really seeing how the community came together to provide something that went smoothly, it gave families something to do, everybody came by to support the festival. I really hope that moving forward, it just gets bigger and better. I am really happy with how it turned out, especially with the concept, and it is worth doing next year. I'm a little emotional after so many years, trying to pull it off, and it finally happened. I'm so grateful to everybody, pulling together and making it an amazing event. Thank you to everybody for that.

Mayor Hechler: It was a nice event. I attended, and you probably had a little too much fun, but that's okay and for a first-time event, it was very successful. You guys did a wonderful job, a lot of folks came out, and everybody I talked with had a good time, I met a lot of new folks. It was a wonderful event, and something to build upon. It could be one of our signature events in our community, have something to bracket the other end of the summer, right? We start with Fiesta on one end, and we've got Oktoberfest

on the other, and then all the wonderful little things we do in the middle, that really make this community the place to be. Thank you guys for your hard work and efforts.

Mayor Pro-Tem Mitchell reported the following:

- It's been a busy month event though it's winding down. The first thing was that the swimming pool closed on October 2nd, we had a great season. We had wonderful staff, lots of people coming, we actually brought in more money this summer lowering the prices than we did last year, because we had so many more people attending. I'm still working on the close-out report for that.
- I attended the Sierra County Recreation and Tourism Advisory Board quarterly meeting, got updates on the Turtleback Trails, which they're getting their signage put in place, and lots of things moving around in the community.
- I attended Sustainable T or C, we're still working on our education part for the community on what you can and can't recycle. Trying to help divert the recyclables from going to a landfill, and instead getting them recycled so we can reduce our overall costs for hauling trash, which is going to benefit everybody.
- I had the honor this year of being one of the Sierra County Fair Queen judges, I'd never done that before. It was really cool, a great presentation. I saw little girls showing me how to milk a goat and how to make jerky. It was all-around super impressive, those ladies have to do the most amazing things. I did not make it out to the fair, but I'm sure Amanda is going to give us all the highlights on that.
- I will be attending the New Mexico Resource, Conservation, and Development annual meeting next week in Albuquerque on behalf of the Commission, and as my liaison to the Jornada RC&D board. The T or C Chamber of Commerce has an enchanted enterprise series coming up, we're doing small business convention, we've got 18 guest speakers, it's going to be a 2-day event, November 6th and 7th, and we're hoping to get everyone in the community involved. We've got some great panels put together with locals and regional speakers from around Southern New Mexico. We've got Chambers and other small business associations from all over the state coming and sponsoring, it's going to be a really cool economic development type series. It will all be downtown between the El Cortez, the Lighthouse, A & B, and El Faro. It's going to be right down there, walkable.
- One thing I think Becca missed in her comments was Desert Ultra, which is coming up the weekend after that, the second Saturday of November.
- I also attended Oktoberfest, my apartment still smells like sauerkraut, by the way. Ingo and I made it all the night before, it was lots of fun. I thought it was a great community event, and I'm so glad I didn't have to do more for it because it was great to just be able to walk over there, go to the beer garden, and hang out and not have to worry about, "Oh there's no electric here" etc. Great music, great food, great beer, it was really a great event so thank you guys so much. Chaz, I know you did a lot more work than you take credit for, but I saw him, by the end of the day, he's like, "mmm." But it was very successful thank you guys for putting that on, and thanks to MainStreet for helping them too.
- This has to do with the El Cortez, they have 3 events coming up:

- The We Were Eddington premiere is going to be on October 29th, it's a Thursday night. All of the city officials, staff, admin, employees, everyone is welcome. I think Angela sent out an email to most everyone to RSVP if you want to go. It's a short film that was made by a local filmmaker, Diane Gunning, and it was basically interviewing all the background actors in Eddington and putting together our experiences and everything. It was really cool, I can't wait to see it, I haven't even seen previews.
- The next night, October 30th, is the premier of We Only Come Out At Night, another local film shot here by June Russet's husband, an amateur filmmaker, hoping to be pro someday. It's going to be hilarious, there's one scene they had to shoot at the swimming pool, which I can't wait to see what it looks like on the film.
- Then on the 31st, I believe, they're doing Rocky Horror Picture Show at the El Cortez. Just a shout-out to our local theater which is such a big part of our downtown, they do a lot of amazing things for our community.

Commissioner Glines reported the following:

- I want to say thank you to everybody who helped with Oktoberfest, it was really a community event that I took the lead on, and I had so much support, it was actually at one point the festival started to run itself. After the headaches started to go away and things started happening, it was really like, I got to sit back and watch out town come together and support each other. I had a couple great moments to myself during the actual event, which was nice.
- I'm headed out to the outdoor economic conference in Ruidoso after this meeting, and I look forward to coming back with a report for that, see if I can go network and find for us to have going forward for the city. That's all from me.

Commissioner Forrister reported the following:

- We are wrapping up New Mexico fair season. We have state fair, southern fair (which a lot of our county kids all still participate in), and our county fair. This year it was a really cool event. Yes, I know a lot of people think that it's just animals out there, but if you had a chance to go into the barn and look at what other 4H projects were in there, it was pretty cool. There were lots of welding projects, tons of gardening, lots of kids had their vegetables in there. The coolest one I saw was a whole replica of our town made out of popsicle sticks from a 4H kid. Those were some pretty cool things that were on display. All in all, it was a really good event. The sale night, which is always Saturday night, totaled $383,000 raised for our kids, and that is with zero add-ons, which make up pretty close to that as well. It was really cool to see that our community came out with $383,000 for those kiddos. And before that, there was a queens contest for these queens that were going to be doing all the queen events, and Mayor Pro-Tem got to come and experience that. If you've never gotten to see that, it's really cool, these girls do a lot. They have to have a demonstration, speech, modeling, interviews, and it's really cute to see some 7-year-olds out there just rocking it. I'm glad she got to come experience that, and I'm probably missing 1,000 things, but that's about it.

- I have some numbers. The New Mexico State Fair, which is in Albuquerque, which is the whole state, you'll be proud that 8 of Sierra County kids made the sale there, which doesn't seem like a lot but it takes a lot to get into those sales there, so that was a huge thing. For Southern New Mexico State Fair, which is just southern communities in the state, we had 24 of our Sierra County kids make sale there. Sierra County is making a big name for themselves in the 4H world across the state, so it's pretty cool.

Mayor Hechler reported the following:

- I started out with the Levitt Foundation lunch about 10 or so days ago. Victoria, from the Levitt Foundation, came down and visited our community. Becca Eza and Linda DeMarino did a wonderful job representing us and welcoming her. I was able to attend the concert that evening, it was well attended by the community, everybody spoke well. We're hoping we laid the foundation to extend the Levitt series for a couple years, that's a possibility, and hopefully we'll go to work trying to do that. Overall it was a great job, thank you for hosting it, and thank you for inviting us to the lunch to meet Victoria, she was a wonderful person to meet.
- I want to reach out and thank Janine Sjostrom at the Sierra Vista Hospital. She invited me to present a proclamation at the Sierra County Fair Barn in recognition of National Recovery month, which was last month. This event was well-attended with vendors and various programs. The proclamation by Governor Grisham encouraged all New Mexicans to participate in activities that promote prevention, treatment, recovery, and long-term wellness. It was a great event, and as I said, it was well-attended.
- I attended the Project Consequences town hall meeting at the Civic Center. We had about 50 or so guests attend. There were three main presenters regarding information about data centers. Unfortunately, the meeting had some technical difficulties presenting slides and programs, but most people stayed through it, and we were able to gather the information we needed. I felt the meeting was mostly informational, although I had more questions at the end than I had at the beginning, it opened things up quite a bit for me. I did have some discussions with members at the conclusion of the meeting which was also informative, and I'm glad to have attended, as I'm trying to understand both sides of the issue as we go through the process.
- We had a South Central Council of Governments meeting in Socorro. The takeaways are the following:
  - We will have a legislative forum in T or C on October 29th from 8am-11:30am where we present our priorities.
  - There will be a Colonias training application on April 8th, 2027 with a notice of intent due between April 5th and May 12th. I'm sure we'll apply for Colonias again. This is probably the last year Colonias is going to have big money, and we're talking about $100 million. Last year was $92 million. Any particular project can request up to 15% of that. We're going to have some big projects, and I'm hoping we put together a nice project for our community. Gary and I have already talked a little bit about possibly identifying a major street project for

our community, because our street is going to be torn up from all the water lines. Perhaps we can ask for $5 - $7 million in that range somewhere for our street projects to get these streets repaired. I think that's going to be a big ask, but if we do it the right way, we should have a good chance at getting some of that money.

- I was able to attend our kickoff meeting with our auditors, Beasley, Mitchell & Company. The first impression for me was positive, and I'm looking forward to the relationship we have and the process. I'm thinking it's going to be a little bit easier. I can't believe how young these people are nowadays. Either that or I'm getting older, but t's like the girls were teenagers almost, they probably weren't, but then again, I'm far on the other end of the spectrum.
- We had some results from our New Mexico Open from last month. It was a week-long tournament. The purse itself was $141,000. $30,000 went to first place. We had 138 competitors from 19 states. We had a combined 10 tour victories, these are pro-tour victories. The winner was Ryan Sullivan. The course record was an amateur, his name is Jackson Funkhouser, he shot a 61 out there. Acclaimed announcers Notah Begay III and Ryan Burr attended, and this was the debut for Duff Foreman, the first known AI announcer. That was really interesting, and it was actually interactive, you could call in or ask him questions, and he interacted with you. AI is moving forward quickly, guys, it's kind of scary sometimes.
- There was a potential audience of more than 140 million, and I'm talking about all social and other platforms involved. I'm sure you guys can get on Turtleback Mountain Golf Resort's webpage for all the particulars, but they have some pretty nice PDF's there where you can get all the particulars on, it's very interesting.
- I also attended the Tree New Mexico event, was able to greet many volunteers at Ralph Edwards Park. To date, Tree New Mexico has planted over 400 trees in our community and given out another 400 trees to our citizens. Tree New Mexico has invested over $50,000 in our local trees, and well over $100,000 in total resources like labor, tools, and supplies. 2 years ago, I challenged June Russett to plant 1,000 trees in our community, she kind of rolled her eyes at me and gasped, but they're well on their way. I think with the 2 years left they have, they're going to reach that goal and crush it. They're doing a wonderful job for our community, and I'm glad that we have them here.

3. City Attorney Reports:

City Attorney Rubin reported the following:

- I don't have anything to report, I will just say that I also enjoyed many of the events mentioned already, so I won't go into more detail, but I had a lot of fun the last week. Good times.

F. CONSENT CALENDAR:

1. **City Commission Regular Minutes, September 23, 2026**
2. **September 2026 Accounts Payable**
3. **Acknowledge Purchase Report of items under $60,000**

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

G. NEW BUSINESS:

1. **Discussion/Action: NM Capital Outlay Grant Agreement 26-K3068 – Lee Belle Johnson Improvements.**

OJ Hechler, Public Services Director: Speaking of grants, the DFA has changed its process for executing grant agreements. The mayor or the City Manager has to sign those electronically from now on, so our grant agreements will be coming to the Commission for approval, that way you guys can execute them. This is for the Lee Belle Johnson facility improvements. As Gary mentioned, this is going to be a design build concept. We want a company to come in, tell us how they're going to assess it, how they're going to get that building usable for our public, and then be able to do that. This is for $500,000 and $5,000 of that is allocated to art in public spaces. With that said, we would recommend the grant agreement to be approved and authorize the Mayor and City Manager to execute. With that, I will open it up for any questions.

Mayor Pro-Tem Mitchell: Quick question, what's the time frame you think for starting this project?

OJ Hechler, Public Services Director: As soon as we get an executed grant agreement, we've already started reaching out. We understand the importance of getting this building opened, and that's what we want to do. We met with a company last week, we're meeting with another company, they cancelled on me yesterday morning, I'll be at a conference for the next three days, and then we will try and meet with this other company next week. What they're going to do is bring a project team in, they're going to analyze the building, we have the assessment report on hand of why the building isn't usable at this time, we have sent those off to those companies as well so we can gather information and then figure out which company we're going to go with on this project.

Mayor Hechler: Are these New Mexico companies?

OJ Hechler, Public Services Director: They are, yes.

Mayor Hechler: It probably takes some expertise to get those foundations, especially when we have hot water to deal with.

OJ Hechler, Public Services Director: And some of these are New Mexico Municipal League conference companies.

Jocelyn Holguin, Chief Financial Officer: They're on price agreements.

OJ Hechler, Public Services Director: We're going with people on price agreements.

City Attorney Rubin: I would just mention that this item on the agenda and the next item on the agenda, what you're asked to do is approve the agreement itself, it's a contract. It's a state agreement, so we really don't have any leeway to necessarily suggest changes, it's basically a take it or leave it situation, but just to satisfy myself, I did go through it very briefly to make sure there was nothing in here that would be a problem. I would say that the conditions we have to follow are on page 8, and I went through them, I didn't really see anything to be so burdensome that we couldn't fulfill. It's kind of interesting though, it talks about the anti-donation clause, which doesn't really even apply here because obviously there's a benefit that we're getting from this, so I don't know why they would want that in there. Nevertheless, since it's in there and they want it in there, there's no room for me to say anything negative about it. Under these circumstances, we may as well go ahead and proceed. And the same comments apply to the next item on the agenda also.

Mayor Hechler: So today, we're only approving the ability for the City Manager and myself to sign the documents?

OJ Hechler, Public Services Director: And the grant agreement. We want to approve that grant agreement, so once you guy sign, we can move forward with it.

Mayor Pro-Tem Mitchell made a motion to approve the NM Capital Outlay Grant Agreement 26-K3068 – Lee Belle Johnson Improvements and allow the Mayor and City Manager to execute the agreement. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. **Discussion/Action: NM Capital Outlay Grant Agreement 26-K2066 – Park Improvements.**

OJ Hechler, Public Services Director: This is for $620,000 for park improvements; plan, design, construct, equip. What we did with this was we submitted our Louis Armijo Sports Complex master plan, along with some quotes from the same company that did the Ralph Edwards Park project, the exercise and playground equipment over there. When we were talking, we decided to go big, so $620,000 for a playground. The language in there is pretty broad; plan, design, construct, equipment, so that could also be fencing, or things of that nature if we so choose. This estimate we submitted for the application has a pour in place foundation, it's about an 8-foot fall height if you were to fall from a piece of equipment, it's got padding, it's rubber, we went all-out on this. It's approximately 8,200 square feet for the playground, this would include the demolition,

clear-off, the pea gravel that's in there, clear that out, the construction, the labor, materials, all of those things, *and* it would come already with a shade structure over the playground. If you think about Ralph Edwards Park, a lot of that was grant funding, but we did the shade structure separately. This will include a shade structure already installed, and the reason that's important is the beams that go up to erect the shade structure, you have to have safety zones, so they have to place those beams in particular places inside the playground, if that makes sense.

Mayor Pro-Tem Mitchell: Was there any money available for a splash pad? I know that's what the community wanted.

City Manager Whitehead: We didn't ask for a splash pad, we understand that's an ask, and we'll work on it. If you'll remember, last year, when we were building the boat dock and finishing the skate park, we were a little short of funds on each of those two projects, and this door opened, and when we looked at it, it was an opportunity to ask – they said, "If you have a new project or you have a project that's really close to completion, submit those projects." So OJ and I met, he submitted the boat ramp for some extra money, we needed about $80,000 on the skate park to finish it, so we asked, and he said, "Hey let me just put in this idea to get this." We didn't get the $80,000 for the skate park, instead, they gave us $600,000 for this playground equipment.

Mayor Pro-Tem Mitchell: But we can use $80,000 for –

City Manager Whitehead: Well we did, we finished the skate park, we ended up having to pay for that, I'm just making that point that you apply, and I would have assumed they would have given us $80,000 for the skate park, instead they didn't and they ended up giving this. So that's why we didn't really put together anything regarding the plash pad or other items. OJ felt like with the master plan he had in place, we had the documentation in order to do this, kind of put it out there, and ended up catching this piece, so this is really good.

OJ Hechler, Public Services Director: I feel like this may help us gain traction for that master plan, here's our first piece, what we have done, what we have invested in it, now give us our next piece. Which, you know, a soccer field, pickleball courts, those types of things.

Mayor Hechler: What's the funding breakdown? Is there a match associated with that or is it just pure grant?

OJ Hechler, Public Services Director: It's all grant, pure grant, reimbursable.

Mayor Hechler: Great.

Mayor Pro-Tem Mitchell made a motion to approve the NM Capital Outlay Grant Agreement 26-K2066 – Park Improvements and allow the Mayor and City Manager to execute the agreement. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Capital Outlay Project Selection.

City Manager Whitehead: As you pointed out in your presentation, on the 29th of this month, we'll be presenting our legislative goals for the year, the items we plan to work on with our legislators for what we call capital outlay. That's the grant you just approved for Lee Belle, that's what we asked for last year, you can see how long it takes to get that to come together. The one goal that the legislators and the governor have asked is that we prioritize and only submit five projects. They call them their top five, but realistically, it's five projects they'd like to see, and when they see those presentations, they're going to ask us, "Is this on the top of your ICIP list?" so we work that really hard. In the Spring, as you'll remember, we approved it, so within your packet, you'll see our current approved ICIP plan. Generally, today what I'd like to discuss is to go over all the projects, it's another opportunity for you to then decide what the top five items are, or what you'd like us to work on as we go to the session, or if you'd like us to change anything. We still have the ability to add a project into the ICIP if we feel like at this point, we're different than we were in the Spring, that's the reality of what we do, you can see from the park project, you just apply, and you don't know if you're going to get it, so that could be different. What I'm going to do to start is go down the list, let you know where we're at with each of these projects, and then we'll open it up for general discussion. The first item, our number one priority that we identified in the Spring in our ICIP was the Clancy Lift Station. In the interim, we did receive a federal grant for approximately $1,075,000. We did receive two $1,050,000 and $1,075,000, but the $1 million for the lift station, that's to replace the line from the lift station all the way to the secondary lift station up on Marshall Street. We do still think we're about half a million dollars short on that particular project, so that project is one we could use some more dollars to finish up.

Commissioner Forrister: So, if we continue with that being on our ICIP asks, then we would change that funding price to $500,000 is that what you're saying?

City Manager Whitehead: We would ask for up to $500,000. We could ask for more, but our engineer's estimate to replace the line is approximately $1.5 million so we need $500,000 to finish that. The second project that we kept on our list was the Lee Belle Johnson facility. Again, you've just approved $500,000 that we'll receive, we don't actually know our cost, we have two companies coming in and expect by December we'll have their estimates. It could be more, so that project could be timely to pick up another $500,000 to try to get that foundation opened and/or then start doing other projects. We've asked for $1 million, we have a $1.5 million ask into the federal delegation for HVAC exterior roof repairs to go along with that, but that could be a project where getting direct funding could help us finish out that project. Marie Street

we've worked well, we have $1.7 million in the bank, $350,000 from the legislative capital outlay, $1.3 million or so including our match. Marie Street works forward, but again, we think that's a $3 million project, so that's a project that we think is worthy. We're going to get the design work done from end to end, from Date Street to Palo Verde, but obviously additional funds from capital outlay would help us complete the entire stretch of that road. The community multipurpose center, we have no movement on that particular project, the vision here, a couple of things, we recognize the swimming pool is really close to its end of life, it's time for us to discuss that replacement; splash pads, community center, etc. The conversation the Mayor, myself, and staff, have had would be that next year we have to have an election if we want to continue the mill levy. The mill levy we're using for Water, Wastewater, and Streets will be over. So if the election, we would propose the Commission authorize us to use those funds, and if the community would vote in favor of it, it would go to a community center. Last year we asked for planning and design here, the challenge in asking for planning and design at the legislature this year, as you can see, we're just now approving the contract with Lee Belle, so my fear would be if I ask for design money, I wouldn't receive it in time to present to the public what the design would be, or use those funds. I think we could still do it and add it to the mill levy funds if we were to receive it, so it's a little bit subject on the timing of that. Moving down to the Wastewater Treatment Plant, we have this one in, and after we approved ICIP, we were awarded the $2.3 million from the Water Trust Board, so at this point, we have $4.2 million for the plant, we are currently under engineering and design to replace the weirs and headwork, and renovate the property, so we're really in pretty good shape on wastewater at this point. Obviously, if it was the only thing they wanted to fund, we could do it, this could be another one of the asks back to the governor, the governor did give us $1 million of that money, so again, it would be a continuation of that. We did have a good meeting on this last year with the governor's staff. That's where we are on the top five. The next item, number six, we obviously would like to add a new substation for the electrical system and add a third transformer. We were awarded a grant recently for the design of that. We're in the process of trying to complete that, they had one question we needed to answer on how we plan to educate the community if we receive the grant, but it looks like if everything comes together, we're going to receive just over $500,000 for the design of this substation. We could ask for that, but we do have a project moving and we were awarded some grant money there. The sewer vac station is just a challenge, I put the vac station in and connect it with the wastewater regionalization plan. As it related to the regionalization plan, we have not moved forward. Elephant Butte needs to kind of be in the driver's seat of this, that plant. The vision would be that we help Elephant Butte expand their discharge permit, and by doing so to help their citizens, they would be able to pick up some regional wastewater into that plant, one being our vac station. So we would change from a vac station to a gravity feed station, and move it to Elephant Butte. But Elephant Butte is not committed to that, we've just shared concepts and ideas. We both work with Bohannan Huston as engineers, and again, we've had one group meeting where we kind of just talked about the concept, so it's really in its infancy stages. If we could come together by this time next year, we could make an application to Water Trust Board under their new design structure, and potentially get money to do a preliminary engineering report, because that is exactly

what would need to happen to see if that project is viable. That project is a little bit low on the totem pole, we are working a project for the vac station, we're in the final days of trying to get our engineer approved, and then we have about $500,000 that we are going to do some work on the pits and the valves in that area to try to improve the operation of the vac station. Water meter replacement; we have enough money right now with our grants that we are going to end up with about 2,000 water meters installed by the end of next year, maybe a little longer than that because the bulk of those are in the critical water area, which is the metal streets, those are all going to get those new meters as well. That's part of the group 2,000. The legislature put out another program for funding, and they were looking for exactly those projects that we were working on, that had everything in order, but we were a little short of funding. So Assistant Manager Alvarez and I worked together, and she put in an application for the final 1,000 water meters into that project, because we have the costs, we know exactly what we need, so we have a $1 million ask in which would allow us to complete. We have just over 3,000 water meters total in the city right now. So that project is not one that necessarily needs funding, but we would like to get that finished up. The Rio Grande footbridge crossing; we were able to secure an easement for that, so the concept of it is in place, we have received money to do our master planning for Rotary Park and the Rio Grande River, so we don't feel like we're ready for ask for funding as much until we get the master plan completed. Then we talked about the Wastewater Regionalization. So that rounds out the top ten projects, you can see we're pretty active of 7 of those projects, we have items going along those. Let me work my way down to the next priorities for 2029, we are keeping water infrastructure and fire hydrants on the list, we have $120 million project we need to do, we're funded to about $60 million, so that one's going to stay. The Mayor continues to push on trying to figure out some drainage for downtown, particularly on Pershing and Post, those are the two areas where water seems to stage on the main freeway and we'd like to get that solved. We are working with the Flood Commissioner, we've talked about those projects as well. That could be a project we fund. Silver Street to 9th, we did apply this year again for a TPF project, we were awarded the design portion for that project, and we think it will be funded after design through the TPF project. We are in the process of doing a preliminary engineering report on the effluent water system, so that project is not ready for funding but it is in the process of getting designed. Then I think we've made an application to Outdoor Trails for the Ralph Edwards Park trail enhancement. That project is in the works. Water line extension to Williamsburg; we are working right now, as we ask permission to apply for a $25 million water project from Water Trust Board next year, we have a $2.3 million ask in for the design and planning, and the Williamsburg line extension is included in that project. We'd like to expand the Recycling and Collection Center, we just paid it off last year, so our vision would be to hold off for a few years, collect some cash, and then what we're proposing there is that we apply and look for another place to build another transfer site, similar to what we have, because we can do that and it doesn't require quite the regulation requirement and the cost would be down. The Veater Street improvements is a project we plan to apply with Colonias, we are looking to apply for between $5 and $7 million. The vision there would be we put all the new water lines in the Iron Street area, and then we would come back over and do overlays on each of those streets to fix that. I spoke to you about that piece of equipment we'd like to buy,

we think that becomes an important part, then if we do that, if we receive enough money to do the asphalt in-place, the Streets Department could use that tool and that would get us down the road. So that's our vision on the Veater Street project. No activity on the vehicle bridge crossing and utilities, we have no direction, we've not been given anything to work on that. We added the Spaceport Visitor's Center on as a community support, we have no activity or action from anywhere on that. The electric car charging station should be finished in the next couple of weeks, however, we will be applying or the second grant, there's another grant available, so that we can make it a 4-car station, and all the infrastructure is already in, so we don't need to rebuild, the current structure is made for 4 cars, it's made for the second group of chargers to come in, so that would be an ask, and that will come from NMDOT so again we don't think that's a project that would need anything .Traci has presented to you on the Gateway Industrial Campus, that's a long process, we still need to get through the airport layout plan, we're doing the site readiness just as a general first start, so we're a long ways from even thinking about doing anything there, I think two or three years, so it doesn't become a project that we think deserves any capital outlay requests. Finally, the golf course is on there just as a general purpose, and we don't see any real needs to ask for any capital outlay at this time. Of the items on our ICIP that was approved, that's a really general consensus of where we're at, to see that it's not just a list, we're working and living in this list, we have activity on most of the projects. With that, we could talk about what direction you want to go. There are two projects that have come to light that we still need to talk about, we have a helicopter at the Veteran's wall that needs to be put up on a permanent stand, that's one we could add to the list, it kind of fits nicely into capital outlay, it's a cool idea. As you know, we weren't able to put the shade structures on Foch Street, Assistant Manager Alvarez and MainStreet have been talking about trying to re-add that, so that's a project we probably need to add back to the ICIP so that we can begin to apply for grants, but that one could be a capital outlay ask as well. With that, we'll stand for any questions.

Mayor Hechler: I have a question to start, hopefully you guys will chime in and let me know what your preferences are. Once we expend the initial $500,000 for Lee Belle, for the foundation, are we able to then move into Lee Belle right away, do you think? Or do we have to apply for additional funding to get it ready?

City Manager Whitehead: By reading the report, the only challenge was the foundation. So once we get that foundation solved, the building is still usable. There are days we have to go in there and use the facilities or anything like that just as a quick in and out, and we think the building is still very usable. It would need some cleanup, and some work, but it's ready to be used.

Mayor Hechler: I think that would be important, because we're not going to let up on the request for funding for that building, but it would be nice to be able to put it back the way it was.

City Manager Whitehead: Correct.

Commissioner Forrister: But we have that funding already?

Mayor Hechler: Yes, we have the $500,000 already, and if we get it functional, we can move into it, but that doesn't mean we're going to stop asking for money, but it might change some priorities.

Commissioner Forrister: Correct.

City Manager Whitehead: What I would say again, is that we don't know the true cost of what that structure could be, so again, if it's $750,000 or $850,000 or $1 million, asking for another $500,000 to give us that is a reasonable position to be in. If it came in at $600,000 we would find a way to fund it, and get it built, but that's where it does have an opportunity to continue that funding for Lee Belle with capital outlay.

Mayor Hechler: I think you said we had a $1.5 million ask?

City Manager Whitehead: To the federal.

Mayor Hechler: And when do we find out anything about that?

City Manager Whitehead: No idea.

Mayor Hechler: Okay, so we've got something on the way with Lee Belle.

City Manager Whitehead: Yes, but we did keep the foundation in there, we mostly kind of framed it from the exterior; fix the stucco, fix the air conditioners, fix the roof.

Mayor Hechler: The other area I come from is that I sure would like to finish a project. We have projects that are in various stages that we have funding for, like Clancy Street, for instance. It would be nice to get the funding to finish that project just so that we could check it off, but I don't know if it's the most important thing that we do. Marie Street has kind of been the same way, it would be nice to finish that all the way through. We're kind of piecemealing some of those things, so I'd be interested in those two things for sure. And then I'd like to figure out a way to maybe partner with Elephant Butte and Sierra County on a regionalization of wastewater in some way. We shouldn't ask for the entire money or project ourselves. Perhaps we can figure out a way that they can jump on board with us and fund a portion for it along with us, because it does affect all of our entities, and that way we wouldn't have to have the big ask. Judging from last year's success, the big ask is usually going to be around $500,000 or so, right? Because this is our legislators' money, and they only have a limited amount they can allocate, so it doesn't do us a lot of good to ask for $2 million or so. From in this process, we know that our ask is going to be around $500,000 or so, and that doesn't stop us from asking for the $500,000 and maybe a couple other smaller projects, to get those things done. So I think that's the way we should focus on this.

City Manager Whitehead: I would point out, as we found last year, our three representatives don't just represent Sierra County, they're split, they are kind of looking at a percentage of the population they represent, and taking their capital and thinking. So I think we're better served when we find something that's really reachable, and we find a way to break it apart so that they could all partner. I think the Lee Belle is all three of them putting up, I think we received $200,000 from one, $125,000 and something - $75,000 and $75,000 and the Police Department was really similar. So we do need to kind of help them, because a $3 million ask is really a heavy lift for them.

Commissioner Forrister: And they don't like when we come with $3 million asks, they're like, "We have to support everybody and their constituents." And I agree, it would be nice to finish some projects, put some checkmarks, but I feel like we've sat here for a long time, and that's just the way of the world, is that we have to piecemeal everything together. I know it would be nice for them, if they did approve something that we could put a stamp on it and say, "This will complete this project.", I think it would be hard to go back to them and ask for money for Lee Belle since they have already given that. Don't you think?

City Manager Whitehead: My only disagreement would be that the funds were limited last year. I think there's kind of a way to say, "It's taken a while, you helped us get to this point, but we think with this ask it would complete it"

Commissioner Forrister: Right. And again, talking about wastewater and getting our counterparts to buy in, I think when we do really tackle the community multipurpose center, I think we should also do that with Elephant Butte and the county. I think that would be something our legislators would really like to see, all three communities coming together as one. I don't know if they like to see using their money for planning purposes, though. I personally would like to spend money on our infrastructure, so if we need to finish up or get more money for Clancy lift station, Marie Street improvements, and wastewater treatment, those would be the things I would like to tackle.

Mayor Hechler: Is there other ability for us to finish up Marie Street, for instance? We don't have to go to our legislators, we can ask other sources again next year, right? There are other ways to take care of that street.

City Manager Whitehead: We could apply for Colonias again. You commented on the pot of money they have, obviously I'd hate to go say, "Let me have $1 million for Marie, and $7 million for these streets." Because I feel like they're going to say, "Well let's help them, let's give them the $1 million." So I feel like it's better for us to say, "This is our real need, focus on it." and do that. But we could definitely do Colonias. The map program through NMDOT might work, it does connect to Date Street, it might qualify, so there are some other funding sources, but not as direct as this.

Mayor Hechler: I'm inclined to try to work on some of those other things to finish that out. I think we've got a significant portion of Marie Street that we can get us started. Will

your zipper project, that machine, will it do anything good there? Or what do you think in that regard?

City Manager Whitehead: Yes, because we're not planning on rebuilding Marie Street, the vision we have would be to take up the old asphalt and replace it, we call that mill and fill. We do have a vision, we'd like to see a sidewalk added to one side of Marie Street, connect to Foch, and then kind of go up. But that would be the biggest part of the project. The engineers have asked us about street lighting and those kinds of things, but yeah, I think that project could help us finish that out.

Mayor Hechler: It would be interesting to see if the $1.7 million we have for that project would finish that if we took the lead and did some in-kind stuff ourselves. I don't know if I'd want to go back to the legislature right now for Marie Street. So that's kind of where I'm going in that regard. The other thing is that we've asked for so many things, do we want to ask for something that has a direct benefit to the community? I like your helicopter idea, I like the shade structure idea, Foch Street, maybe we go a little lower hanging, but have a better and more visual impact for our community. The vision for the downtown area, to me, isn't complete without shade downtown, especially on Foch Street. That's such a beautiful addition to our community, what if we added shade structures to the front of Lee Belle? We have an opportunity here to get it open, we add shade to the front of that, shade to the other structures where we have turnouts, and we add those shade structures to kind of make Foch Street more welcoming, which opens up the potential for more special events and things of that nature. Maybe we do more of a visual impact on things? And then the helicopter thing, let's get it done, let's get it out from behind that fence, put it on a pedestal, and let's figure that out. And those are pretty attractive things that our legislature would like to see because it has a really great visual impact.

Mayor Pro-Tem Mitchell: Can we utilize any of the facilities side of Lodgers' Tax for those types of canopies or shades?

City Manager Whitehead: That's a reasonable ask, it's a maybe.

Mayor Pro-Tem Mitchell: I'm just curious because Healing Waters Plaza or in front of City Hall, or any events we're going to be doing downtown, I agree with Foch Street, as well. But if there's a way we could utilize Lodgers' Tax and if we have the money there, would that be an easier thing to do than trying to go to the legislature to ask?

Mayor Hechler: I think we're talking about several hundred thousand dollars, so I don't think that's going to work. I think we have a little over $100,000 a year from Lodgers' Tax.

Mayor Pro-Tem Mitchell: That exceeds our budget, I understand that.

City Manager Whitehead: It wouldn't be the best, we could review it and see.

City Attorney Rubin: There might be some statutory issues we have to look at about how we even rolled out these programs. I'm not saying no, I would just probably have to look at that.

Mayor Hechler: I'd like to see our vision for the downtown area kind of fulfill itself and give fruit a little bit more. We've had such a wonderful start already.

Commissioner Forrister: I think we need to put a few appealing things that they can fund and they can see it pretty instantaneously. And I think we need to hit some of our infrastructure that we really need to tackle, and I don't know what that is, if it needs to be the lift station or the wastewater treatment, or whatever. But do something like that also that's maybe not as eye-appealing, but it's very much needed.

City Manager Whitehead: You guys are so solid.

Mayor Hechler: So I think our direction is that we'd like to see something happen with the helicopter and the shade structure, and then for a major project, we want to try to ask for Clancy Street and finish that out. Lee Belle's kind of gotten started, and we've got some other funding potential there. Marie Street is the same situation, I think we have a way to finish that out. Our rec center is kind of on hold until maybe next year. And I'm going to ask our friends in our other communities for regionalization of our wastewater, so if we can get some funding in that regard, we might be better, so we can share the burden, to get the planning and design money up front for that.

Commissioner Forrister: What about our sewer vacuum system placement?

City Manager Whitehead: Definitely $500,000 would add to our ability to maintain what we have, that's what we're trying to do, the current project is fix the pits, and make it so it's functioning better. $500,000 could go a long ways, that's a good point.

Mayor Hechler: That is a good point, but the question I have is, "Is that going to be assimilated into our regionalization project with the other entities?"

City Manager Whitehead: In fairness, even if it is, it's three or four years down the road, and I still need to keep it functioning, we need to keep it going, and it's a job.

Mayor Hechler: Right.

Commissioner Forrister: We're duct taping.

Mayor Hechler: Yeah, I know. I've been through several of those things.

City Manager Whitehead: I hadn't thought about that idea, but it feels pretty good to fill in where you would say that we could apply for Lee Belle for an extra $500,000, Clancy for an extra $500,000, or the vac station for $500,000, make those kind of where if we got them all, we add to the pot to fix what we're doing, and then maybe put the

helicopter and the shade structures on at $100,000. I think $100,000 would probably take care of the helicopter, we're not looking to do anything elaborate, we just have to engineer it and get it right. I don't remember what we pulled off for the shade structure, I have $300,000 in my mind. Traci also reminded me that Becca is also applying, so it could be like the number five on our list, and ask for $300,000. That would be a way to put together a couple million dollar asks and five projects, and then we would just work our way through the list, because that's what happened last year at the session, we're going to end up in a small room, crammed in, and they're going to say, "What do you want us to do?" I'm looking at Commissioner Glines because it was his first time being in that kind of setting where it was four seconds of the rep's time to figure out what we want to do. How do you feel about those?

Commissioner Forrister: I think those five sound good to me.

Mayor Pro-Tem Mitchell: Do we want to rearrange the order?

City Manager Whitehead: If you're comfortable, then what I would propose is that we stay with:

1. Clancy Lift Station - $500,000
2. Lee Belle Johnson - $500,000
3. Marie Street Improvement - $500,000
4. Helicopter Base Structure - $100,000
5. Shade Structure - $300,000

Commissioner Forrister: And no vac station?

City Manager Whitehead: You know what, let's replace Marie Street with the vac station, I apologize. We'll switch those two, and then we'll talk about the machine we have to finish out Marie Street.

Commissioner Forrister: That sounds great.

City Attorney Rubin: That comes to $1.9 million. Am I understanding that correctly, the amount?

Commissioner Forrister: Yes.

Commissioner Glines: Mr. Manager, I had made a note that we were going to ask for a mill levy increase once this one falls off the community multipurpose center for next year. Are we going to go back to the voters for that? And drop off the community multipurpose center?

Mayor Hechler: Yeah, because that expires then, and then we go back out. And how you understand that is it's no new taxes. So if we can just keep it going for the same amount of $3 million, there's no new taxes involved, and they get another benefit of maybe the multipurpose center project, and that would be one way to fund it, because

that would also open the door to have the commitment from our community to apply for additional money. That's from the federal government, which should really build us a decent multipurpose recreation center.

Commissioner Glines: I'm good with that.

City Manager Whitehead: Correct. And the idea of regionalization, partnering with the county, the school system, that's just the right strategy.

Commissioner Hoeppner: A quick question; so the building is pretty old for American standards –

City Manager Whitehead: Santa Fe has older.

Mayor Hechler: It's historic.

Commissioner Hoeppner: Okay, historic, so that is my point. Are there historic plans to renovate Lee Belle out there?

City Manager Whitehead: Absolutely.

Commissioner Hoeppner: Is there other funding we can apply for? Everything helps. When we can get the outside done, so that it looks nice again, with the historic preservation.

Mayor Hechler: We just applied for additional funding not too long and we were denied. I'm sure we'll go back and apply again.

City Manager Whitehead: Yeah, I forgot about our app that you guys made and were denied.

Mayor Hechler: Yeah, we did ask for it.

Jocelyn Holguin, Chief Financial Officer: Is it officially deemed historic?

Mayor Pro-Tem Mitchell: It is on the historic registry.

Commissioner Hoeppner: Oh, okay.

Mayor Pro-Tem Mitchell: And there are grants available, Gina Kelley was looking for some.

Mayor Hechler: So we'll do that again.

City Attorney Rubin: And I don't know a lot about the legislative process, I'm not usually involved. Does it matter that we didn't mention the helicopter or the shade structure in the other previous documents?

City Manager Whitehead: It does matter, but we would just amend the ICIP and send in a new one. You can just add them to the list, you can add an item to the list at any time. And the legislature is asking us to just give them five items, tell them what our top priorities are, don't bring in this entire list to the legislature and say, "This is everything we need." Pick the top five, and know what the top one is so that we can negotiate to get to the right one. To the attorney's question, yes, we would need to add it to the ICIP.

Commissioner Forrister made a motion to approve the following Capital Outlay Project selection as listed below, as well as add #4 and #5 to the city's ICIP as necessary.
1. Clancy Lift Station: $ 500,000
2. Lee Belle: $500,000
3. Vac Station: $500,000
4. Helicopter: $100,000
5. Shade Structure: $300,000
Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. **Discussion/Action: Re-authorization of Capital Outlay Appropriation 23-H3-214 – Animal Shelter.**

City Manager Whitehead: This one should be fairly simple, the Commission did receive a capital outlay grant, I must have the year wrong, 2023, for the Animal Shelter, we received $500,000, the bid for that project came in at $1.5 million, so obviously we kind of didn't spend the money, it kind of sat, and then when I came on board, we started talking about different ways and design build, and then we've worked our way through a process to find what we think is a more reasonable concept to build out the Animal Shelter. We're really close, OJ has things moving in the right direction. But because it's from 2023, this grant is set to expire June 30th, 2027. We are on the list, we need to have 10% spent by now. As you can see by the report, we have 9.62%, so we just need to find a way to procure some other item to get us over the 10% threshold, but we do think we may not make it to June 30th to spend all the money as we get this project on board. So what we'd like to do is present to Senator Brantley a request for reauthorization. That's a process that happens during the session. So really just bringing you up to speed that this is the time, and then get your approval to ask the senator for reauthorization. My intended goal here would be that during our legislative presentation on the 29th we get some one-on-one time with Senator Brantley, show her the progress of where we're at, what we've done, how we've re-changed the program, and get her concurrence that she'll support us in one-year's reauthorization.

Mayor Hechler: Makes sense.

Mayor Pro-Tem Mitchell made a motion to approve pursuing legislative re-authorization of Capital Outlay Appropriation 23-H3-214 – Animal Shelter. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Chaz Glines voted aye.
Hon. Rolf Hechler voted aye.
Hon. Destiny Mitchell voted aye.
Hon. Amanda Forrister stepped out momentarily. No vote was taken for Commissioner Forrister.
Hon. Ingo Hoeppner voted aye

Motion carried with a 4-0 vote.

5. **Discussion/Action: Memorandum of Understanding between Sierra County and the City regarding funding support for the NMSU Cooperative Extension Service.**

City Manager Whitehead: At our meeting in September, you were presented with some folks from New Mexico State that oversee the New Mexico County Extension Program. For those not familiar, every county in the State of New Mexico has an extension agent, that person's responsibility is to help us help the community with agriculture and ag-related business, education. One of those projects is also 4H, it's kind of timely to bring this back now after the fair's just ended, where we had our students and community members be a part of 4H. At that meeting, their presentation was that they were short about $25,000 to complete their project for this year in Sierra County. I had indicated that I'd reached out to the County Manager, they were of the opinion that they could add $10,000 to their funds if we could find $15,000. We worked together with the county, our attorneys worked to draft a memorandum of understanding. So the proposal before you today would be that the City of Truth or Consequences would participate and fund Sierra County $15,000. Sierra County would then, in turn, use those funds to offset their cost, and additional cost, for operating Sierra County Extension Agency, supporting New Mexico State. The overall project budget is $209,000, New Mexico State will be making up the difference between what Sierra County funds them, and what they need to continue to run the program. The program is used for extension services and to operate a 4H education program within the schools. This is our proposal, our recommendation – I set aside some funds in the building of the Commissioner's budget about $150,000 extra over what we need for the Police Department. We do want to do a project at City Hall, so then budget-wise, I would propose that we move $15,000 in-budget (it'll be in the same fund so it doesn't require a BAR). So we'll use $15,000 of the funds there to then fund this as a community service project, in the same line item.

City Attorney Rubin: Mr. Whitehead and I had gone through this, and I was pleased that the county did revise the MOU. It does set forth the $75,000 contribution which had not been present originally. So I'm glad that's put in there.

Mayor Pro-Tem Mitchell made a motion to approve the Memorandum of Understanding between Sierra County and the City regarding funding support for the NMSU Cooperative Extension Service in the amount of $15,000. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Chaz Glines voted aye.
Hon. Rolf Hechler voted aye.
Hon. Destiny Mitchell vote aye.
Hon. Amanda Forrister abstained from the vote.
Hon. Ingo Hoeppner voted aye.

Motion carried with a 4-0 vote and 1 abstention.

H. ORDINANCES/RESOLUTIONS/ZONING:

1. **Discussion/Action: Resolution No. 24 26/27 Budget Adjustment Request.**

Item was tabled.

2. **Discussion/Action: Resolution No. 25 26/27 City of Truth or Consequences Classification and Pay Plan.**

City Manager Whitehead: In front of you today, you have our payroll policy. This would be adopted through resolution. As you'll remember last year, we did a pay study, we changed the way that we process and promote payroll, so what you're seeing in front of you is the culmination of that work, recommendations from the consultant, and then concepts of how we interpret and bring staff on into pay here for the city. Primary highlights, one of the main goals that we had with doing the payroll study was 1) to try to get the city up into a market payroll strategy, which we think we did, and 2) try to solve the issue of compression, where you have employees that started after another one and they were being paid the same, so we have that separated. In order to receive an increase, we wanted the evaluation process brought back, and we wanted to add some form of continuing education, so that's what's laid out here within this strategy. If you look under the merit increase, you then have the guidelines that talk about the hours of education, and the merit increases.

Mayor Hechler: What page?

City Attorney Rubin: Section 7.2 on page 6.

City Manager Whitehead: Thank you, I appreciate that. So yes, under 7.2 you'll see the items that you must complete the six hours of relevant continuing education. We're fortunate we have two opportunities; Lexipol offers lots of training, and then the Municipal League also has a website. So again, that goal would be the staff meeting with HR and finding the relevant trainings, and we're talking, the defensive driving course is a 6-hour course, and it's required by the Municipal League, every four years I think, that every one of us take defensive driving. So that's a course that for myself I would need to finish, any one of us could do that. But then there are other tranches; workplace harassment, payroll, we would do any of those kinds of trainings that would meet that qualification. And we are going to add that the supervisors perform their evaluation, the evaluation has five steps, we're looking for those employees to get three or higher. We've added to this under the guidance that if you receive a one or a two in your evaluation, it's going to add another evaluation to your annual increase to make sure that we're keeping up with it. We've added an evaluation process for probationary employees, so once you're hired, we're going to do a 90-day evaluation, then we're going to do a 9-month evaluation, and then you'll be required to do an annual evaluation to bring that employee on fully into the system. So we want to try to make sure the supervisors recognize that they have some responsibility to make sure they're bringing along the employees. The two types of raises that we wanted to look at – we believe it's important, and this policy lays that out, that employees who work for us on an annual basis receive an annual increase, and we're going to call that a merit increase. The process that we have is a calculator, which goes in and takes the time and your year, and it tells us what the next step is and what your raise is. Every category it's not a guess, the calculator will tell us, "You've been here another year." We add the year, it says, "This is the percentage of raise that you get." That looks like it comes in off the calculator somewhere between 1.5% and 2%. Budgetary-wise, when you see your budget, HR will present that budget with that 1.5% - 2% for every employee, to earn their merit increase. The second level of increase that an employee would receive is what we're going to call the COLA, the cost of living adjustment. Where that would come in is we would present to you and say, for example, health insurance has gone up 20%, so we think we need to across the board adjust every pay and our pay structure, that would happen, and we wrote it into the policy that that would take effect the first payroll in October. So we would then present you with a budget, we would make our justifications for why, not only is a merit increase going to happen in their timing, but we would like to add a COLA increase to the structure, so that's part of the payroll. We have found that we've employed some really great seasonal employees, and we thought it would probably be nice just to be able to, if they worked for us well and they end the season with a good evaluation, next year when we need those employees to come back, if they want to apply, instead of going through the whole process, once they pass the related background and drug tests, we could hire those employees again. So that's a big condition that we added. I also added a structure by which – we have a lot of little tasks that happen in the city that I'm finding, so we'd like to be able to look at a task that requires significant amount of time within the work field, it's more than six months, and then we would offer a stipend increase for that particular individual to work, so if we had to give somebody a job, and it's going to last a period of time, we could compensate them additionally for that, versus it saying, "Well, it's just additional work so

you have to do it." not a lot of those, but we think those are, a Foreman, a leadership-type role, anything within the departments, because when you think about the structure we have, we don't have anything for leadership or in those areas. With that, I would stand for any questions. The attorney and I have worked on this, it has taken us a couple months to get it together, and I'll talk a little bit more about the documents you have with you as well.

City Attorney Rubin: We went back and forth a few times, but I raised some questions and Gary and I talked about it yesterday, as a matter of fact, to make sure we had the same mindset. I think we're ready to go forward.

Mayor Hechler: One question I have is the COLA, does that deal with just actuals or is there also a situation where you have an inflation factor in there?

City manager Whitehead: It could be inflation, it could be doing another market study. So in here, we're asking that job descriptions be looked at, and we're asking that in the future, every 5-7 years, you're doing another market study analysis where you're bringing in a consultant to make sure. You could have that consultant come in and say, "Hey it's time to make an adjustment." That's a COLA adjustment; everybody gets the same, all across the board, whether they were in a probationary period today or not, so it could be any condition to cause us to say, "What we're doing for the employees is just not keeping up."

Mayor Hechler: Okay. I had a question about seasonals, if you rehire a seasonal one year to the next, is that the same salary or do you bump them a little bit for coming back?

City Manager Whitehead: It would be the same salary. Again, we're setting those seasonal employees at a rate, that rate is set, that's the bottom, so this year I think we were paying the swimming pool employees at $16, if there's no COLA increase, if the chart hasn't gone, next year we're going to have those seasonals again at the $16 rate. That's just the rate that we're paying for that. And the reason we can do that is we're not providing benefits, they're not getting compensation, so we're paying them a little more to try to draw that crowd in, and it worked pretty well, we had a good group of seasonals this year. Last year, we struggled a bit, this year we ended up with a good group.

Mayor Hechler: So when you're dealing with merit increases, is it an aggregate of all the scores? In other words, if they're three and above, they get their merit increase regardless of if they have a one or two somewhere in there?

City Manager Whitehead: They would get their merit increase even with a one or a two. We would want something to be progressive, so if somebody had a one, we would say, "This is what we need you to do to work on that, and that's why we're going to make them have a 6-month evaluation again to make sure that the area they weren't achieving in is fixed within the six months. We think if the supervisor says, "You've been doing a pretty good job, you're ready to go, and you've done your hours of education

through the evaluation." Then you would get your merit increase after one year. Obviously if you're failing in a couple areas, it's more than just the increase, it's really, "Are we doing enough to help you?" and then, "Are we doing enough – if this isn't the job for you or we're not the company or place for you, are we helping you realize that?"

Commissioner Forrister: This makes my head hurt, all of it, the whole thing. I'm glad you get to deal with it.

City Manager Whitehead: Thanks. This is the best part.

Mayor Pro-Tem Mitchell: I'm excited to see the evaluations back on here, because I think that was severely missing in the past several years and I think that's going to help us get a stronger workforce within the city.

Mayor Hechler: I notice that in your evaluation, you have a reviewer back on there which I think is important. Who is the reviewer?

City Manager Whitehead: It would be HR and myself.

Mayor Hechler: Okay.

Commissioner Hoeppner: With the evaluation, is there something that when somebody gets a one and two, that the supervisors have to write a report of why they made that decision?

City Manager Whitehead: That would be us, looking at it. Once the supervisor does that, it would come to HR, then we would ask, "Why are you doing that? We want some supportive document."

Commissioner Hoeppner: Yeah, it's the same as number five. But I know when I was with the German Air Force, the problem was that we had the power houses in the regiment and everybody was five, five, five, five, five, and then they couldn't get higher up. And then in the future, there was no supervisor that dared to set their level below a five. And at that point, it undermined the purpose of the evaluations. So a level five should be used when the employee exceeds expectations, not just meets them.

City Manager Whitehead: Yeah, there are no all fives and there should be no all ones.

Commissioner Hoeppner: Exactly.

City Manager Whitehead: I think the last piece that we've had a focus on the last couple of months is payroll. Again, as I said earlier today, it's a real challenge, we want to make sure that we're paying our people and they're getting their paychecks timely. Most of this falls on two people to get this to happen. If you'll look at the last section, it really talks about payroll. We've developed, and you saw it in your packet, a time and attendance policy. The reason we're not including it as an adoptable part of this policy is

because over time, it needs to change. Payroll would need to offer me some changes that they want to make, and we just want it to be a standard operating procedure. But what's critical in here is, the last line says that it's the responsibility of each department's supervisor to make sure that payroll is submitted properly and timely. We're trying to put some programs in where the staff can get their payroll turned in by Friday, by end of payroll, and then by Monday of when payroll starts, by 10:00, the supervisors are verifying that that's in, and then we're dealing with small mistakes, and some days it's better, some days it's not. Finance and payroll put together a really nice training, we trained almost every department, and now we're going to start going into individual departments, we're going to work hard, I think we have to train, but we also have to get it to where the supervisors are responsible for making sure their peoples' payroll – it's not necessarily the employee's responsibility to make sure their time card is right, we're the ones that buy Tyler, we're the ones that have the system, we're the ones that make it complicated, so if we need to help an employee make sure their time is in, it's really up to the supervisor. We're hitting pretty good, but it's still just a challenge. I wanted to point that out in the policy, you're giving us that tool to make sure that we're making the supervisors be more responsive and helpful to their employees, to get their time in properly. And then all the other documents were just in there for you to kind of review and see for information.

Mayor Pro-Tem Mitchell made a motion to approve Resolution No. 25 26/27 City of Truth or Consequences Classification and Pay Plan. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. **EXECUTIVE SESSION:**
   1. **Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam) pursuant to 10-15-1(H.8).**
   2. **Limited Personnel Matters (Police Chief) Pursuant to 10-15-1(H.2).**

Commissioner Forrister made a motion to go into executive session at 11:45 a.m. to discuss Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam) pursuant to 10-15-1(H.8) and Limited Personnel Matters (Police Chief) Pursuant to 10-15-1(H.2). Commissioner Glines seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 12:18 p.m.

Mayor Pro-Tem Mitchell certified that only matters pertaining to Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam) pursuant to 10-15-1(H.8) and Limited Personnel Matters (Police Chief) Pursuant to 10-15-1(H.2) was discussed in Executive Session and no action was taken in executive session.

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

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

No action was taken.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 12:19 p.m.

Passed and **Approved** this **18th** day of **November, 2026**.

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, CMC, City Clerk

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, October 28, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 13, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

-

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

$0.00

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

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 11-18-26

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

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Hechler: Please join me in a moment of silence in memory of Tim Hanna, a Water Operations Specialist 1 from the City of Truth or Consequences. He started work for the city in 2007, and was getting ready to retire. He passed in an untimely manor. Please keep his family in your thoughts and prayers for their loss. City Manager Whitehead, do you have anything to add?

City Manager Whitehead: Thank you, I appreciate that thought. I just wanted to reflect on Tim. He was one of those guys you just didn't see much because his job just had him moving and he was always in and out. I was just thinking of the last time I saw him, he was doing some water testing at City Hall, we had a nice pleasant visit. He always had a good smile, and was fun to speak to and talk. He had a cheerful way about him, and I just

send out blessings to his family and friends, and everybody that knew him. As well as to the staff at the Water Department. You work with somebody for a long time, you kind of become a family. Our thoughts and prayers are with him and his family, and I am thankful to have gotten to know him.

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

5. COMMISSION COMMENTS:

Commissioner Forrister: Thursday is another home game for our lady volleyball team. If you guys haven't went and watched them, you should get out there, they are ranked number one in the state right now for 3A so it's kind of a cool thing. Friday, we are having a movie outside at Albert Lyons, Hotel Transylvania, at 6:00pm if anybody wants to come and watch that, hang out, bring your blankets and have fun. And then November 14th is a turkey shoot, if you've never been out to the gun range for the turkey shoot, it's really fun, we don't actually shoot turkeys, we shoot little targets, and then if you're the last one on the line to hit it, you would get to take home a turkey for Thanksgiving, that is November 14th.

Mayor Pro-Tem Mitchell: Last week I had the privilege of attending the New Mexico Association of Conservation District annual conference in Albuquerque, and it was very informative. I saw a lot of great presentations, and I'm hoping to incorporate that into moving forward with the city, and being aware of our district and how we need to take care of our water shed. It was very cool.

Commissioner Glines: Commissioner Hoeppner and I went to the Outdoor Economics Conference last week. It was great, really informative. The main takeaway I took was that we, as a city, might need to diversify our tourism aspects and use some ideas that Ruidoso's implemented. Ruidoso is now hosting the IIRONMAN and the XTERRA World Series, back to back in the same city. I got to talk with staff a little bit about that, and some elected officials over there, about how they accomplished that, so I have some great ideas, and I'm going to build out a full report for our meeting in November. I'm excited to come and present that, and that's it from me.

Mayor Hechler: We are preparing for our Legislative Finance Committee hearing tomorrow, and I think it's going to be in Elephant Butte. We all participated in our rankings last time we met, and I'll be glad to present that, hopefully we'll have some luck.

6. STAFF COMMENTS:

City Manager Whitehead: Good morning. As we round out October here, getting ready for November. Tomorrow we will be presenting our five items we plant to present to legislature. We will update you that we added a couple of items, it would appear that the state has kind of modified their ICIP program, so we're not able to actually add those two items in, we've identified a workaround, and we're still going to stay consistent with them. At least three of the items we picked are in the top five. We think we're good there, and we'll make the run there. I'm happy to report that the water leak list yesterday was down to 11, that's nice. Seems like as we stop using water as it slows down, that slows down the flow. The crew is working really hard, we recognize, we've been working with the Streets Department, we are definitely behind. The rains were great, but they've put us behind. We're now back out patching some potholes, and trying to get some streets stuff going. All the crews are busy, we have a lot of stuff going on, we have a big water project bid that's opening tomorrow, we're excited about that, it's a big deal, our third project, and then the fourth one is right behind it. Hopefully after today, we'll get Cantrell back on track. We're just moving, everybody has something to do.

C. PUBLIC COMMENT (3 Minute Rule Applies):

There were no comments from the public.

D. CONSENT CALENDAR:

1. Take Home Vehicle Forms: Police Department.

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

E. NEW BUSINESS;

1. Discussion/Action: Plat Amendment at 401-403 Silver Street.

Assistant City Manager Alvarez: Our applicant is requesting to combine the parcels at 401 and 403 Silver Street. Public hearing was held at the Planning & Zoning meeting on October 13th, no opponents or proponents. The request to combine the parcels does meet the applicable zoning requirements and has full utility access. The applicant, Juan Fuentes, is here if you have any questions.

Juan Fuentes, Applicant: I'm just making a request to combine two lots. Basically, my intent is to put a garage there, so we will be coming back with a building permit, I'm just going through the steps one by one, just making sure I follow the code.

City Attorney Rubin: Is it two lots or four lots?

Juan Fuentes, Applicant: It's four lots, but technically there were two –

City Attorney Rubin: From the Planning & Zoning minutes, I see that discussion.

Juan Fuentes, Applicant: That's what the surveyor told me, I didn't know, I thought they were just two. Thank you again for the opportunity, I'm glad to be back here in this room.

Commissioner Forrister made a motion to approve the Plat Amendment at 401-403 Silver Street. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. **Discussion/Action: Approval of Purchase Requisitions over $60,000.**
   a. **J & H Services Inc.**

Carlos Miyagishima, Chief Procurement Officer: This one is for shovel ready water system improvements. This is a change order to increase the amount. It was originally approved by the Commission on October 22nd of last year, but we require additional funds. This change order is adding $9,861.37 which would bring the new total to $5,959,371.43. I will defer to Traci Alvarez so she can give more details around the change order.

Assistant City Manager Alvarez: This change order has to do with an inlet on the storage tank. The original design put the elevation too high for the hydraulic operation, so we had to relocate the inlet through the side of the tank to support the proper fill and operation. Again, the increase is within the available funding and contingency, so there's no additional funding or contract time being requested. This one does fall within the allowance for City Manager approval.

City Attorney Rubin: I just thought I'd say a few words, it occurred to me as I was looking at the agenda that we have several items on the agenda regarding change orders. I think we have three items today, and I thought it might be helpful if I just said a few words about what a change order is, and really what the contemplation is. What do we mean when we say we have a change order? What that means is that you already have an existing contractor, and we're changing something. Usually it's that we're going to be changing the amount we're going to be paying. That's really kind of really what basically usually happens in these matters. As an example, let's take a look at the first one for J & H Services. I did some research on this, and what you'll find is that we entered into a contract with J & H back in October of 2025, so I pulled out the contract, and I guess my question was, does the contract even talk about change orders? The contract called for

a purchase price at that time, like $5.7 million, and then of course, you have to figure out $5.9 million before you. The contract actually uses the word "Change order" in one place, it doesn't actually give you any guidance as to really what you have to follow in order to do a change order. So I think the best advice I would always give the Commission is, since you're doing a change order and you're paying a little bit more money than what the original contract talked about, you want to satisfy yourself that you're getting a benefit in exchange for the money that you're paying. I know it sounds very basic, but it's really legally what's going on with all these cases, kind of like an amendment to a contract. Now with J & H, it's not really a big deal, you had a $5.9 million contract, and we're talking about a $9,000 change order so it's not really a big deal , but I'm just letting you know that as you look at change orders, that's really the way you want to analyze as to what the benefit you're getting, above and beyond the original contract you entered into, last year, for example. That's really what I was doing as I was looking at all of these. As you vote on these, as long as you're satisfied that the city is benefitted by entering into the change order, then I would be in favor of the approval.

Commissioner Forrister: And if we've ever done anything in construction, there's always a change order.

City Attorney Rubin: I've noticed that. And since you brought that up, I figure I should say something, because I know they're getting more and more prevalent on our agendas. I thought since people are listening in, when we're talking about change orders, you know, what are we talking about? That's why I wanted to say something.

Mayor Hechler: That's going to happen, especially when we're dealing with these major projects.

Jocelyn Holguin, Chief Financial Officer: Another reason we added to the consent agenda is because the threshold, through the procurement code, it was already exceeding over $60,000, and just to keep it in the minutes and to satisfy the audit purposes as well.

City Attorney Rubin: And I understand that too, but again, because there were three items on the agenda, I figured it was a good time for me to say something, so that's why I did.

Mayor Pro-Tem Mitchell made a motion to approve the Purchase Requisitions over $60,000 for J & H Services Inc. Commissioner Glines seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

b. Municipal Emergency Services:

Carlos Miyagishima, Chief Procurement Officer: This is for a self-contained breathing apparatus for a total of $65,250. We are using a source well cooperative contract #011824.

Commissioner Forrister: Is this for the firefighters –

Carlos Miyagishima, Chief Procurement Officer: Yes.

Commissioner Forrister: So it'll be coming out of the fire fund?

Carlos Miyagishima, Chief Procurement Officer: Yes, the fire fund, state fire.

City Manager Whitehead: The Fire Chief apologizes, he intended to be here this morning to support Carlos in his presentation. What he's given you to look at is what it costs to outfit one firefighter. So again, they'll be buying what you see there, the SCBA, so they will be replacing those. That's what the source well contract is for. The Fire Chief just wanted everyone and the public to be aware that it's $25,000 per firefighter, just to keep them safe, to perform their duties, and their roster is supposed to be 25 members. The Chief apologizes for not being here this morning, he had an emergency callout. He requests your approval on this item.

Mayor Hechler: So the approval request is for $65,000, so this would include several firefighters, is that what we're saying?

City Manager Whitehead: Yes, he's not buying a full outfit for everyone, he's replacing pieces as he goes. You can see from the purchase order, he's buying four scott packs, an additional air pack, and then 10 cylinders. So he's buying a variety of items, but overall the presentation you're seeing just explains the cost for one. He's not buying all that equipment at this point, just some SCBA's.

Mayor Hechler: Thank you.

Mayor Pro-Tem Mitchell made a motion to approve the Purchase Requisitions over $60,000 for Municipal Emergency Services. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

c. Smith Co. Construction

Carlos Miyagishima, Chief Procurement Officer: This is another change order, for the WSPI-1 improvement project. It was already approved back on April 8th of this year, We want to increase it by a total of $203,731.49 bringing the new total, if approved, to $5,188,692.13.

Mayor Hechler: Mr. Whitehead, I think you explained this during the last meeting too, that they ran into some difficulties and that was the reason for the change order, could you explain that a little further for us?

City Manager Whitehead: I'll call on our Assistant Manager as well. The changes we're seeing with WSPI-1 primarily has to do with the vaults we're installing, we're having to relocate some vaults which are causing some extensions of water lines in different

locations. We're doing some hydrant extensions; so as we're putting in new fire hydrants, we're finding that some of the lines aren't extended properly, we need to make sure we accomplish those items. I think those are the only two changes on WSPI-1. We've previously identified a 2" service, we're constructing a 4" line to accommodate some new gate valves. The one change we're fully aware of, there's a line that flows across the hospital, and it's not connected, it has an access point below one of the pressure zones that they're trying to build, so they've gone back to the hospital and we're going to redesign and construct a new flow; so we have proper water flowing in from the hospital, it does come in from two sides, but if there's a water outage in a different zone, the hospital won't be affected, that's probably the biggest change with that. There have also been a variety of unforeseen circumstances in the field. So those are the primary changes with WSPI-1.

Assistant City Manager Alvarez: I will also say, we are waiting on USDA concurrence, because we have to have their concurrence as well. The change order is still within the funding we were awarded, so there are no additional funds coming up.

Mayor Hechler: Okay, I just wanted to make sure we've got this covered.

City Manager Whitehead: Each particular project has a contingency fund, and each fund is setup so that if they don't have to use a certain amount of product in an area, that we receive those savings, or we can add to those. This particular change order has seven different items within the change order; many of those items fall under the threshold of my authority. So again, any change order that comes in that's less than $60,000 we're treating it just like a purchase order, to be nimble, so you would see, I would approve those. But in this case, they presented all of these change orders in one task, which exceeded the $60,000 so that would be the requirement for your authority and approval. The timing was also not critical on these items as well.

Mayor Pro-Tem Mitchell made a motion to approve the Purchase Requisitions over $60,000 for Smith Co. Construction. Commissioner Forrister and Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

d. Lonestar Freightliner Group, LLC

Carlos Miyagishima, Chief Procurement Officer: This item is a change order for a PO that you already approved on July 22nd of this year. The change order is for additional funds required due to a delay. We used a statewide price agreement, and I included the numbers there. It was for the 2027 freightliner refuse truck. It was originally $390,000 but the change order is an extra $5,000 bringing it to $395,000.

City Manager Whitehead: The firetruck, as you know from when we approved the purchase order, I asked to hold that purchase order because we were waiting to receive the last truck we ordered, at $300,000 so I wanted to extend that time. By doing so, that

caused us to lose our space in line for the 2027 truck. It did take on an increase, and we're going to end up with a 2028 truck, and it came with some different configurations. We're increasing that, the overall cost increase was $9,000 for the new model year, but again, we won't receive this truck until this time next year. So instead of getting a 2026 truck, we'll get a 2028 truck.

Mayor Hechler: Is it $9,000 or $5,000?

City Manager Whitehead: It's $9,000. The budget increase is $5,000 because we had budgeted $390,000 so the original truck was priced at $386,000 so when you add the $9,000 it gets to $394,000 so we just need to increase the budget by $5,000 but the cost of the truck went up by $9,000. It will still fit in budget, and we recommend that one to be approved.

Mayor Pro-Tem Mitchell made a motion to approve the Purchase Requisitions over $60,000 for Lonestar Freightliner Group, LLC. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Commissioner Forrister made a motion to present items F1 and F2 prior to item E3. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. **Discussion/Action: Axonius Adapt Virtual 26 Filming and Ceremonial Town Rename.**

Mayor Hechler: Axonius is a cyber security company that approached our community and several of our committee members to talk about using the City of Truth or Consequences because of the name, for lack of a better term, kind of an infomercial for their company. They're requesting to do kind of a parody of our name change for the City of Truth or Consequences, which occurred in 1950. They would like to film in town for a couple of days, and I don't see this being a whole lot different than what Eddington did in our community, or what ASTERRA did in our community when they did the space thing with our water leak detection and a promo on that. The benefits for our community are that we'll get exposure to a new audience, we're going to highlight our hot springs in our community, and we will have full ability to review anything that they want to produce before they actually produce it, so that we know it's done in good taste, and it sets our town in a good light. That's kind of a preliminary discussion, and we'll have further discussion after you see the actual presentation from Taylor.

Taylor Wiggins and Meghan Marks, Axonius, presented. (Presentation is attached hereto and made a part hereof)

Mayor Hechler: I have a couple comments before we open this up for discussion. I think it's important to note that we're not asking the city to take any kind of a stance or take

any action, per se; the Commission, nor anyone else. This, to me, is more of a parody of the 1950's game show than anything else, and anything official here, I don't want to take any official action or make an actual name change or do any of those things. But I think we want to allow them to promote a presentation as a mockup for their customers and as an attraction for tourism for our community. That's kind of what my take is, and I'll open that up for further questions or concerns. I'd like to hear from legal as well.

City Attorney Rubin: I'm trying to think what action would be taken, what about like permits and that type of thing? Whether we want to maybe delegate the authority to the City Manager or how we want to handle that.

Commissioner Forrister: I think we can take action on them using our name for the day, correct?

City Manager Whitehead: I think we would need to at least approve the conceptual plan. The stipulation is that there would be no permanent name change, no grant of change. The primary reason we're here looking at this two fold, again, Mr. Gustin is no longer with us to manage the film side of this piece, so Amber at the county and myself are handling it, and we're a little bit flying by the seat of our pants to understand how companies come into our community and put together their ability to film, it happens all the time. And again, the only thing I could share, the Mayor and I talked about taking Eddington and recognizing that they came to town without changing the name, changed the name, showed our community in a different light, and so that is kind of what they're asking, to film here, put this private presentation together. So that's where we're at, I do think we need to take action to acknowledge the plan, I think the motion needs to make sure that we're not promoting their business, we're not picking their company over any other cyber security company, we're really granting them permission to film in our community and use the parody – I think that's the word we really came to – to set and stage their board of directors meeting. I think those would be the actions, to recognize it, authorize the mayor and the public to participate in it, acknowledge that the name of the town is going to be Axonius for the day, and then in light of doing that, they're going to give us some benefit to their members, their 1,000+ customers that should participate in the meeting, so see Truth or Consequences in its true light, and potentially we end up with some tourism or revenue off of that. It's kind of complicated, but that's what we came to. To answer the attorney's question, I think that would be the action taken, is acknowledging it, and then the final piece would be that the staff or the Mayor has final review of the documents to make sure that they would be compliant with what we would be looking for to protect the city's name, image, and likeness. Kind of an NIL agreement.

Mayor Hechler: I think it's important to note that we're not going to have to shut down any streets, we're not going to have to inconvenience any customers or member of our community. The filming presentation – they're going to be present but I don't think it's going to have very much of a physical impact on our community, which I think is important. Eddington shut us down for about 3 months in various places, and it was a worthwhile endeavor, but it was something where we had to ask the community to bear

with us, and it was a struggle to get through it, but this isn't going to be anything like that. We're only talking about giving permission to film for a couple days and we won't take any exhaustive or special actions in order to allow them to do that.

City Attorney Rubin: And one of the filming days is a holiday, Veteran's Day.

Mayor Hechler: Yeah. And finally, we're going to have a full review at the end to see what the product is, and we'll be able to talk about what we like and what we don't like, if we don't like anything, I don't know if it'll even come to that, but we'll have review of thee product so that we'll have a say-so at the end, I think that's the way we want to make sure that happens as well. Does that sound okay, Taylor?

Taylor Wiggins, Axonius: Yes that's exactly it too. Earlier the permits were mentioned, we will absolutely fill out any permits or anything that is required for us to be able to do this, whatever the committee deems necessary. And yes, it's very light filming, we're going to have one production gentleman that's filming, we have a couple sessions that we're doing, you will have review rights on everything around Truth or Consequences, and we're just really excited to partner with you guys. It is a light lift for the community where we will not shut you down for 3 months, I promise. The filming will be 2 days, and maybe not even the full 2 days. We have a very strong team that's got production ready to go, and we're happy to give you the full written plan of that too, if that's helpful.

Mayor Hechler: Thank you.

City Manager Whitehead: The county is still the authorized authority to sign off on the filming permit, so we will be working with County Manager Vaughn to get the filming permit done as well.

Mayor Pro-Tem Mitchell: I'm looking forward to it, I think it's going to be fun.

Mayor Hechler: Maybe you'll all be stars.

Commissioner Glines: A big part of our town's identity was changing the name. Having somebody come film here for a parody purpose, that lasted 76 years, I think it's fun.

Mayor Hechler: That's the way I look at it, too.

City Manager Whitehead: And just to clarify, the language in the motion probably needs to include that we're approving their film planning concept, we need to recognize that the Commission is not providing a personal or professional endorsement of the business, make sure we approve the Mayor or any other Commissioners' participation in the presentation, and that we have final review over the content.

Commissioner Forrister made a motion to approve the film planning concept and to authorize the Mayor and City Commission to participate in the event, provided that the Commission has final review over all content produced. Mayor Pro-Tem

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

Mayor Hechler: How does that sound, Meghan?

Meghan Marks, Axonius: That sounds absolutely fantastic, we're really excited, thank you all.

Mayor Hechler: We'll stay in touch and find out what the next steps are. I'll be glad to work with you, whatever you need, we'll figure it out.

F. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 23 26/27 Budget Adjustment Request.

Jocelyn Holguin, Chief Financial Officer: This is the change order requested by the City Manager for the Cantrell Dam property purchase. The original budget had $15,000 and the requested increase is $325,000 which would bring the total to $340,000. I will defer to City Manager Whitehead for any questions or concerns.

City Manager Whitehead: Today on our agenda, we have an item in executive session for review and your consideration. This would be the line item necessary to setup that purchase agreement if the Commission chooses to move forward with that. The original intent with the Cantrell project, we had a budget of $400,000 that was necessary for match, we would be using our match side to potentially do this purchase, and the county has graciously provided us an additional $200,000 in funding to cover some match. So there will be some adjustments and nuances that have to happen, but these are the two items today necessary to at least set the next process in motion to achieve our goals there to get Cantrell built.

Commissioner Forrister: And we can go ahead and approve these now, but it's contingent on what happens with the approval of the purchase agreement.

City Manager Whitehead: Absolutely.

Mayor Hechler: I just have a comment, thank you Mr. Whitehead for taking this through to its fruition. This is a pretty complicated matter, and I'm glad that we are able to work this situation through to get that Cantrell Dam finally taken care of. I know it's been an ordeal, but I think you did a pretty good job in getting it through, and thank you for your efforts in that regard.

City Manager Whitehead: I appreciate that, the staff has done the heavy lift on this project for the last six years, bringing it around, and it's a needed project in that area for everybody. We just had a little hiccup, I was fortunate to be able to work that through, but again the bulk of the work was already set in motion. Happy to do it, the Flood

Commission, the county, everyone benefits from this particular project, the residents will see some flood savings, so good effort, glad to be a part of it. I'd also like to thank the property owner for their willingness to work with us and find the best path forward for both of us. Takes two parties. Thank you.

Commissioner Forrister made a motion to approve Resolution No. 23 26/27 Budget Adjustment Request as presented. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. **Discussion/Action: Resolution No. 24 26/27 Budget Adjustment Request.**

Jocelyn Holguin, Chief Financial Officer: From the original submittals, we had some highlighted items that were removed, and the final process moving forward was sent out yesterday. We had a removal of several due to the lack of signatures or completion. Moving forward, we have the following items:

1. $20,441 – SJOA Chevy Traverse
2. $36,710 – SJOA State Grant for Walk-In Freezer

From Item 3, down, they're for the projects Traci is working on, we'll have a descriptor if you're requiring it, but we are increasing the reconciliation of the budgets for the additional funding sources that came in.

3. $274,000 – Airport Layout Plan
4. $4,300,000 – Water System Improvements
5. $57,444 – NMDOT Map Cash Match
6. $21,614 – NMDOT LGRF Cash Match
7. $440,000 – Marie Street Supplemental Planning
8. $105,264 – Smith Street Planning, Design, & Construction
9. $75,000 and $107,183 for expense – Wastewater PER

And I will defer to Traci for any questions or clarification.

Commissioner Forrister: 10 is Colonias for $1,500,001 and 11 is Water Trust Board.

Jocelyn Holguin, Chief Financial Officer: I'm sorry, item 10 is as she said, Colonias, $1,363,637 for revenue and $10,500,001 for expense. As I mentioned, we uploaded the final packet yesterday, I don't know if you got the most updated version. The highlighted were removed because they were pending signatures.

Commissioner Forrister: So just for clarification, these look all blank, like we didn't ever budget them, but they are just getting their own line items and you guys are putting them in specifically on the revenue coming in, and then the expense going out, correct?

Jocelyn Holguin, Chief Financial Officer: Right. So, if you look at the top bar in the gray, the sixth column down, it says "Approved Budget" so those are blank, they didn't have an money, but if they had existing funds, that's the beginning balance, and the adjustment increase that's highlighted in the green, it's the increase, and then the next

column is the adjusted final balance. So that's start to finish, and the GL is created for services.

Assistant City Manager Alvarez: These are all these grant agreements you guys have been approving after the budget was completed, and now we just have to add those into the budget. We had to wait for budget approval before we could make the adjustment.

Commissioner Forrister: And is this our last time to do budget adjustments for FY 25/26?

Jocelyn Holguin, Chief Financial Officer: For last fiscal year?

City Manager Whitehead: FY 25/26 budget is closed, so these are FY 26/27 adjustments. I would say that this is not the final adjustment, there could be other grants or funding opportunities that we would receive that we would be potentially adding to the budget.

Commissioner Forrister: We should probably change these, because the agenda request form says budget adjustment request for FY 25/26 on every single one of these.

Mayor Hechler: I don't have the actual forms for 26/27.

City Manager Whitehead: Commissioner Forrister, I would also note, if you look to the memo on the side, some of them, like the grant application, are 25/26, so that's when we receive the DOT funding, so that's a project we receive last year, and then we're making an adjustment to our budget this year that we didn't - in that particular case, we were planning to use some in kind to do that project, and now we're just going to go ahead and pay cash for I, so then Finance has to add the cash to that line item. So some of those agreements are a fiscal year of when the grant may have came in different. But again, any budget adjustment we're doing would be for fiscal year 26/27.

Commissioner Forrister: Yeah, so no budget adjustment requests should be in there, because this is not a final budget adjustment.

City Manager Whitehead: Correct.

City Attorney Rubin: I think the resolution is properly worded though, Gary.

Commissioner Forrister: Yeah, that is all fine, it's just under our recommendation.

Jocelyn Holguin, Chief Financial Officer: Oh, on the whereas? Is that where you're looking?

Commissioner Forrister: On our agenda request form under recommendations, just pointing that out.

City Attorney Rubin: Yeah the agenda request form has FY 25/26 but I think the actual think we are approving is for FY 26/27.

City Manager Whitehead: We will make the adjustment, thank you.

Commissioner Forrister made a motion to approve Resolution No. 24 26/27 Budget Adjustment Request as presented. Mayor Pro-Tem Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. EXECUTIVE SESSION:

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

Commissioner Forrister made a motion to go into executive session at 9:43 a.m. to discuss Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam) pursuant to 10-15-1(H.8). Mayor Pro-Tem Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 9:56 a.m.

Mayor Pro-Tem Mitchell certified that only matters pertaining to Purchase, Acquisition, or Disposal of Real Property (Cantrell Dam) pursuant to 10-15-1(H.8) was discussed in Executive Session and no action was taken in executive session.

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

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

Mayor Pro-Tem Mitchell made a motion to approve the purchase agreement and allow the City Manager to consummate the transaction. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 10:07 a.m.

Passed and **Approved** this **18th** day of **November, 2026**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: F.3

MEETING DATE: November 18, 2026

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

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for October 2026

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): **Yes**

All Funds Summary is a total of $ 3,513,710.61

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

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 11-18-2026

Accounts Payable Transfer Sheet - 2026 - 2027 FY
Post Date Ending: 10/2, 10/8, 10/16, 10/22, 10/26, 10/30

Fund	Fund Description	Fund Totals 10/2/2026	10/8/2026	10/16/2026	10/22/2026	10/26/2026	10/30/2026	GRAND TOTAL TRANSFERS	Fund Numbers
101	General	$71,535.85	$90,211.81	$81,569.19	$23,044.16	$6,309.78	$50,786.21	$323,457.00	101
201	Local Government Corrections		$1,650.00					$1,650.00	201
209	State Fire	$1,353.07	$15,751.62	$1,259.08	$5,043.98		$1,826.17	$25,233.92	209
211	Law Enforcement Protection	$940.45	$10.00	$2,081.34	$4,211.80		$3,184.43	$10,428.02	211
214	Lodger's Tax		$1,972.75	$31,011.97	$4,209.43		$2,061.05	$39,255.20	214
216	Street Renovation		$247,317.66	$1,958.76	$278.45		$8,452.65	$258,007.52	216
217	Municipal Recreation							$0.00	217
260	Fiscal Recovery Funds							$0.00	260
294	State Library		$32.06		$361.28			$393.34	294
295	Municipal Pool	$4,110.00			$49.96		$68.61	$4,228.57	295
296	PD-GRT Fund	$2,639.04	$180.00	$208.89	$3,069.06		$5,802.16	$11,899.15	296
298	PD-Donations							$0.00	298
299	Special Revenue Funds		$7,303.20	$696.00	$276.37			$8,275.57	299
302	Electrical Construction							$0.00	302
303	Veterans Memorial				$409.09			$409.09	303
304	SJOA - Grants							$0.00	304
305	Capital Improvement General						$5,403.13	$5,403.13	305
306	Captial Improvement Joint Utility							$0.00	306
307	Golf Course Improvements							$0.00	307
308	USDA -Sweeper							$0.00	308
309	USDA-Wastewater							$0.00	309
310	R&R-Emergency							$0.00	310
311	R&R-Sewer							$0.00	311
312	R&R-Airport							$0.00	312
313	R&R-Water							$0.00	313
314	CDBG - Grant							$0.00	314
315	CI Reserve- Non Capital Equipment							$0.00	315
316	Emergency Reserve							$0.00	316
320	USDA Water System Improvements							$0.00	320
321	Water System Improvements	$556,117.57						$556,117.57	321
340	ROAD/STREET PROJECTS							$0.00	340
360	NMFA Projects	$61,608.97			$4,905.05			$66,514.02	360
370	Water Trust Board Projects							$0.00	370
380	Community Development	$810,842.29		$449,379.80				$1,260,222.09	380
403	Pledge State Tax	$26,210.13						$26,210.13	403
501	Cemetery		$1,200.00					$1,200.00	501
502	Utility Office		$377.47	$1,161.64	$1,149.99		$10,201.32	$12,890.42	502
503	Electric Dept	$4,263.77	$11,213.38	$404,066.65	$25,833.67		$101,346.25	$546,723.72	503
504	Water Dept	$26,242.72	$9,887.59	$15,994.01	$4,067.09		$23,087.42	$79,278.83	504
505	Solid Waste	$56,708.51	$18,317.32	$8,464.67	$59,878.30		$8,623.42	$151,992.22	505
506	WasteWater	$9,710.50	$13,710.51	$37,211.91	$3,493.00		$3,079.94	$67,205.86	506
508	Golf Course		$988.98	$85.87	$3,062.84		$61.05	$4,198.74	508
509	Municipal Airport		$24,027.14		$505.94		$116.22	$24,649.30	509
600	Internal Service Fund	$18,512.87	$4,200.92	$3,626.70	$312.00		$1,214.71	$27,867.20	600
	Grand Total-Accounts Payable	$1,650,795.74	$448,352.41	$1,038,776.48	$144,161.46	$6,309.78	$225,314.74	$3,513,710.61	

Truth or Consequences

AP EOM REPORT OCTOBER 2026

By Fund

Payment Dates 10/1/2026 - 10/31/2026

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
POLICARPIO V BUSTAMANTE ...	009.2026	10/02/2026	OPEN PO DRAWDOWN LAND...	101-1009-47415	1,000.00
KAY E MILLER OR JUANITA PA...	09282026	10/02/2026	DEPOSIT REFUND 9/25-9/26/...	101-1099-34348	750.00
MICHAEL HUTCHINS	09302026	10/02/2026	DEPOSIT REFUND 9/29/2026 C...	101-1099-34348	400.00
NU WAY LAUNDRY & CLEANE...	118	10/02/2026	OPEN PO CARPET SERVICES (...	101-1014-44607	107.91
AMAZON CAPITAL SERVICES I...	17JF-4FHR-QKLH	10/02/2026	WINDOW BLIND FOR SONYA ...	101-1014-44613	155.99
AMAZON CAPITAL SERVICES I...	17X7-M1F1-PKLX	10/02/2026	MEETING SUPPLIES FOR CO...	101-1010-44606	87.19
NU WAY LAUNDRY & CLEANE...	183	10/02/2026	OPEN PO CARPET SERVICES (...	101-1014-44607	107.91
FOXWORTH GALBRAITH	3999624	10/02/2026	EPOXY COATED SCREWS - FO...	101-1013-44607	50.00
FOXWORTH GALBRAITH	3999624	10/02/2026	STOPS RUST SPRY GLS BLACK ...	101-1013-44607	25.96
FOXWORTH GALBRAITH	3999624	10/02/2026	SCW S-D HWH 1#BX 1/4X1-1/2	101-1013-44607	15.83
FOXWORTH GALBRAITH	3999624	10/02/2026	ENHANCE NATURAL SQUARE ...	101-1013-44607	508.02
ZIA ELECTRIC	554691	10/02/2026	ELECTRICAL FOR SWAMP COO...	101-1014-43403	582.50
ZIA ELECTRIC	554691	10/02/2026	TAX (LABOR)	101-1014-43403	48.78
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1526	101-1018-43780	129.95
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1369	101-1018-43780	149.00
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1537	101-1018-43780	149.00
NEW MEXICO GAS COMPANY ...	9/25/2026	10/02/2026	GENERAL	101-1018-43780	628.93
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1553	101-1018-43780	220.40
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1402	101-1018-43780	440.14
NEW MEXICO GAS COMPANY ...	9/25/2026	10/02/2026	POOL	101-1018-43780	175.45
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1373	101-1018-43780	440.14
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1828	101-1018-43780	1,350.14
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1406	101-1018-43780	600.00
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1353	101-1018-43780	440.14
NEW MEXICO GAS COMPANY ...	9/25/2026	10/02/2026	WASTE WATER DEPT	101-1018-43780	36.90
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1352	101-1018-43780	440.14
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1371	101-1018-43780	440.14
NEW MEXICO GAS COMPANY ...	9/25/2026	10/02/2026	WATER DEPT	101-1018-43780	36.90
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1372	101-1018-43780	440.14
NEW MEXICO GAS COMPANY ...	9/25/2026	10/02/2026	SANITATION DEPT	101-1018-43780	34.37
NEW MEXICO GAS COMPANY ...	9/25/2026	10/02/2026	ELECTRIC DEPT	101-1018-43780	34.04
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1618	101-1018-43780	189.89
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1351	101-1018-43780	440.14
TDS BROADBAND LLC	9/25/2026	10/02/2026	014-044-1348	101-1018-43780	440.14
WILLIAM I BUHLER	9/28/2026	10/02/2026	FISH POND WATER RIGHTS FY...	101-1009-43770	250.00
SIERRA VISTA HOSPITAL SIERR...	9/30/2026	10/02/2026	OPEN PO HOSPITAL GRT DISTR...	101-1017-48599	43,318.09
BEASLEY MITCHELL & CO LLP	90163490	10/02/2026	GENERAL/SINGLE AUDIT SERV...	101-1018-48596	6,340.82
GRAINGER INC	9086441046	10/02/2026	REGAL 110 XL	101-1014-44607	655.44
SUPERIOR WEED AND PEST C...	INV-2026-009-CITY	10/02/2026	VECTOR CONTROL - CITY OF T...	101-1014-48597	2,650.00
SUPERIOR WEED AND PEST C...	INV-2026-009-COUNTY	10/02/2026	VECTOR CONTROL - SIERRA C...	101-1014-48597	3,900.00
SUPERIOR WEED AND PEST C...	INV-2026-009-EB	10/02/2026	VECTOR CONTROL - ELEPHANT...	101-1014-48597	3,050.00
SUPERIOR WEED AND PEST C...	INV-2026-009-WBG	10/02/2026	VECTOR CONTROL - WILLIAM...	101-1014-48597	275.32
ADSLCNM INC DBA AMERICAN...	0546444	10/08/2026	DOCUMENT DESTRUCTION SE...	101-1007-48598	125.26
SCRDA	10/1/2026	10/08/2026	DISPATCH SERVICES FOR FY26...	101-1007-48599	70,396.75
THE CLUB OF SIERRA COUNTY	10/5/2026	10/08/2026	The Club 26-27 Subrecipient A...	101-1000-60725	2,500.00
DOMESTIC ABUSE INTERVENT...	10/5/2026	10/08/2026	FY 26/27 DAIC SUBRECIPIENT ...	101-1000-60725	875.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HEIDI A MONTOYA	10052026	10/08/2026	DEPOSIT REFUND 10/3/2026 C...	101-1099-34348	250.00
ARENAS VALLEY ANIMAL CLIN...	114976	10/08/2026	OPEN PO DRAWDOWN FOR V...	101-1006-48598	441.12
ARENAS VALLEY ANIMAL CLIN...	115326	10/08/2026	OPEN PO DRAWDOWN FOR V...	101-1006-48598	775.99
T OR C HARDWARE INC	188351/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	377.14
T OR C HARDWARE INC	188363/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	171.70
T OR C HARDWARE INC	188366/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	26.50
T OR C HARDWARE INC	188395/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	31.27
T OR C HARDWARE INC	188407/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	11.18
T OR C HARDWARE INC	188491/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	19.01
T OR C HARDWARE INC	188495/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	4.34
T OR C HARDWARE INC	188529/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	16.51
T OR C HARDWARE INC	188549/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	66.44
T OR C HARDWARE INC	188551/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	4.75
T OR C HARDWARE INC	188563/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	1.75
T OR C HARDWARE INC	188570/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	31.11
T OR C HARDWARE INC	188594/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	172.68
T OR C HARDWARE INC	188602/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	43.04
T OR C HARDWARE INC	188607/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	12.88
T OR C HARDWARE INC	188639/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	93.19
T OR C HARDWARE INC	188649/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	72.52
T OR C HARDWARE INC	188667/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	27.97
T OR C HARDWARE INC	188669/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	9.99
T OR C HARDWARE INC	188700/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1009-44607	162.03
T OR C HARDWARE INC	188707/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	15.87
T OR C HARDWARE INC	188710/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	22.99
T OR C HARDWARE INC	188717/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	31.46
T OR C HARDWARE INC	188775/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	101-1014-44607	15.53
AMAZON CAPITAL SERVICES I...	19QV-9DY4-GXWD	10/08/2026	SHIPPING & ANY EXTRA INCR...	101-1003-44606	6.99
AMAZON CAPITAL SERVICES I...	19QV-9DY4-GXWD	10/08/2026	MULTI USE -DRY ERASE	101-1003-44606	16.99
AMAZON CAPITAL SERVICES I...	1QTK-13DX-YPMT	10/08/2026	KEYBOARD & MOUSE	101-1003-44606	35.99
AMAZON CAPITAL SERVICES I...	1QTK-13DX-YPMT	10/08/2026	PAPER CLIPS ASSORTED	101-1003-44606	9.96
AMAZON CAPITAL SERVICES I...	1QTK-13DX-YPMT	10/08/2026	NONSKID PAPER CLIPS	101-1003-44606	6.74
KATHRYN ELLIOTT DBA CIVILIT...	282	10/08/2026	GOVERNMENT RELATIONS	101-1000-43598	1,619.06
DOCUMENT SOLUTION INC	433437	10/08/2026	CITY CLERK OFFICE SHARP OV...	101-1001-43465	123.76
DOCUMENT SOLUTION INC	433437	10/08/2026	CITY MANAGER OFFIC SHARP ...	101-1003-43465	788.00
DOCUMENT SOLUTION INC	433437	10/08/2026	FINANCE OFFICE SHARP OVER...	101-1004-43465	270.14
DOCUMENT SOLUTION INC	433437	10/08/2026	POLICE DEPT SHARP OVERAGE...	101-1007-43465	246.98
DOCUMENT SOLUTION INC	433437	10/08/2026	PARKS DEPT SHARP OVERAGE...	101-1009-43465	1.35
DOCUMENT SOLUTION INC	433437	10/08/2026	FACILITY MAINT SHARP OVER...	101-1014-43465	13.20
ALARM CONTROL TECHNOLOG...	45120	10/08/2026	OPEN PO FIRE ALARM MONIT...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	45121	10/08/2026	OPEN PO FIRE ALARM MONIT...	101-1014-47410	26.91
TRANS UNION RISK & ALTERN...	485949-202609-1	10/08/2026	OPEN PO FOR MONTLY TLO C...	101-1007-48598	38.67
QUILL CORPORATION	50412591	10/08/2026	10 REAMS/CASE COPY PAPER	101-1003-44606	219.95
QUILL CORPORATION	50465626	10/08/2026	SUPPLIES FOR COMM DEVELO...	101-1010-44606	139.84
QUILL CORPORATION	50465626	10/08/2026	SUPPLIES FOR COMM SERVICE...	101-1013-44606	66.37
QUILL CORPORATION	50470660	10/08/2026	DESKTOP WEBCAM	101-1003-43771	37.04
SIERRA COUNTY SENTINEL	5445 - CC	10/08/2026	OPEN PO FOR PUBLICATIONS ...	101-1001-43740	161.70
SIERRA COUNTY SENTINEL	5445 - CM	10/08/2026	OPEN PO FOR PIO NEWSPAPE...	101-1003-43740	682.82
SIERRA COUNTY SENTINEL	5468	10/08/2026	OPEN PO FOR HELP WANTED ...	101-1003-48599	442.17
VERIZON WIRELESS	6154322787	10/08/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43775	193.60
VERIZON WIRELESS	6154322787	10/08/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	154.88
GRAINGER INC	9090245466	10/08/2026	A140A REPAIR KIT 1.28 CLOSE...	101-1014-44607	115.20
GRAINGER INC	9098025506	10/08/2026	PROCUP UPRIGHT VACUUM	101-1014-44607	926.60
QUEST DIAGNOSTICS INC	9222935812	10/08/2026	OPEN PO SCREENING & MRO ...	101-1003-48599	304.25
DATA CENTER WAREHOUSE L...	INV-041222	10/08/2026	CHECKPOINT EMAIL SECURITY...	101-1018-43815	3,888.76
LASTING PAWS PET MEMORIA...	LC10391-I-0080	10/08/2026	OPEN PO FOR ANIMAL CREM...	101-1006-48598	341.01
MATTHEW 25 FOOD PANTRY ...	10/5/2026	10/09/2026	MATTHEW 25 FOOD PANTRY ...	101-1000-60725	2,500.00
JAIME F RUBIN ATTORNEY AT ...	10/1/2026	10/16/2026	OPEN PO DRAWDOWN FOR L...	101-1000-43597	4,686.08
SIERRA JOINT OFFICE ON AGI...	10/8/2026	10/16/2026	FY 26/27 SUBRECIPIENT SIERR...	101-1000-60725	6,250.00
NM BOARD OF VETERINARY ...	10/9/2026	10/16/2026	RENEWAL OF ANIMAL SHELTE...	101-1006-43770	150.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CALEB CREMEANS	10092026	10/16/2026	DEPOSIT REFUND 8/29/2026 ...	101-1099-34348	25.00
PAT SWAN	10092026	10/16/2026	DEPOSIT REFUND 7/4/2026 R...	101-1099-34348	50.00
DAVID M LANG	10132026	10/16/2026	DEPOSIT REFUND 10/10/26 CI...	101-1099-34348	250.00
MORE MEDIA INC	10142026	10/16/2026	SOILID WASTE SERVICE NOT N...	101-1099-34348	25.00
CRISTAL JONES	10142026	10/16/2026	DEPOSIT REFUND 10/13/26 R...	101-1099-34348	100.00
WEX BANK	115557466 - CC	10/16/2026	OPEN PO DRAWDOWN FOR F...	101-1001-43316	73.16
WEX BANK	115557466 - CM	10/16/2026	OPEN PO DRAWDOWN FOR F...	101-1003-43316	132.90
WEX BANK	115557466 - CO	10/16/2026	OPEN PO FOR FUEL FOR CODE...	101-1008-43316	1,136.29
WEX BANK	115557466 - FI	10/16/2026	FUEL CARD DRAWDOWN	101-1004-43316	134.30
WEX BANK	115557466 - FM	10/16/2026	WEX BANK FUEL CARD OPEN P...	101-1014-43316	807.14
WEX BANK	115557466 - PD	10/16/2026	OPEN PO FOR FUEL USAGE FY ...	101-1007-43316	7,691.62
KENNETH C YUEN	1192	10/16/2026	TAX	101-1014-43403	83.36
KENNETH C YUEN	1192	10/16/2026	CONDENSER FAN MOTOR REP...	101-1014-43403	505.37
KENNETH C YUEN	1192	10/16/2026	CONDENSER FAN MOTOR REP...	101-1014-43403	489.93
AMAZON CAPITAL SERVICES I...	16HM-7DQJ-JLWP	10/16/2026	DRY ERASE POCKET SLEEVES	101-1006-44606	17.49
AMAZON CAPITAL SERVICES I...	16HM-7DQJ-JLWP	10/16/2026	2027 CALENDER	101-1006-44606	9.99
AMAZON CAPITAL SERVICES I...	16HM-7DQJ-JLWP	10/16/2026	COMMAND HOOKS	101-1006-44606	14.69
AMAZON CAPITAL SERVICES I...	16HM-7DQJ-JLWP	10/16/2026	CARABINERS	101-1006-44606	15.18
AMAZON CAPITAL SERVICES I...	16HM-7DQJ-JLWP	10/16/2026	BEST SHOT DISINFECTANT	101-1006-44607	220.00
AMAZON CAPITAL SERVICES I...	16HM-7DQJ-JLWP	10/16/2026	EAR THERMOMETER PROBE C...	101-1006-44607	8.54
AMAZON CAPITAL SERVICES I...	16HM-7DQJ-JLWP	10/16/2026	FOLDABLE WAGON	101-1006-44607	94.99
AMAZON CAPITAL SERVICES I...	16HM-7DQJ-JLWP	10/16/2026	HANGING FEEDER FOR DOGS	101-1006-44607	32.99
AMAZON CAPITAL SERVICES I...	16HM-7DQJ-JLWP	10/16/2026	EAR THERMOMETER	101-1006-44607	20.89
AMAZON CAPITAL SERVICES I...	1KL9-4FFV-R4P7	10/16/2026	SCOTCH MAGIC TAPE (12-PAC...	101-1004-44606	15.10
AMAZON CAPITAL SERVICES I...	1KL9-4FFV-R4P7	10/16/2026	CALCULATOR TAPE (12 ROLLS)	101-1004-44606	18.22
AMAZON CAPITAL SERVICES I...	1KL9-4FFV-R4P7	10/16/2026	SMEAD FILE POCKET	101-1004-44606	23.35
AMAZON CAPITAL SERVICES I...	1KL9-4FFV-R4P7	10/16/2026	KLEENEX (12-PACK)	101-1004-44606	32.13
AMAZON CAPITAL SERVICES I...	1KL9-4FFV-R4P7	10/16/2026	BLACK HANGING FILE FOLDERS..	101-1004-44606	34.18
SIERRA ELECTRIC CO-OP INC	2154 - 10/2/2026	10/16/2026	AIRPORT - ELECTRIC	101-1018-43780	1,203.59
BELSON OUTDOORS LLC	394153	10/16/2026	SURFACE MOUNT KIT - ELITE ...	101-1009-44607	62.00
BELSON OUTDOORS LLC	394153	10/16/2026	FREIGHT -S&H	101-1009-44607	577.50
BELSON OUTDOORS LLC	394153	10/16/2026	IN-GROUND MOUNT KIT	101-1009-44607	32.00
SIERRA VISTA HOSPITAL SIERR...	41000679	10/16/2026	OPEN PO COLLECTION DRUG ...	101-1003-48599	29.00
SIERRA ELECTRIC CO-OP INC	5764 - 10/2/2026	10/16/2026	MIMS AREA - ELECTRIC	101-1018-43780	644.92
SIERRA ELECTRIC CO-OP INC	5873 - 10/2/2026	10/16/2026	WA METER ROUTERS	101-1018-43780	84.54
TESTONS FREEWAY CHEVRON	7037	10/16/2026	OPEN PO DRAWDOWN FOR F...	101-1013-43316	178.56
TESTONS FREEWAY CHEVRON	7048	10/16/2026	OPEN PO DRAWDOWN FOR F...	101-1006-43316	24.72
TESTONS FREEWAY CHEVRON	7051	10/16/2026	OPEN PO DRAWDOWN FOR F...	101-1009-43316	1,358.75
CITY UTILITIES	9/23 & 9/29/26	10/16/2026	WASTE WATER DEPT CYCLE C ...	101-1018-43780	11,965.96
CITY UTILITIES	9/23 & 9/29/26	10/16/2026	POOL CYCLE C & D UTILITIES	101-1018-43780	1,128.23
CITY UTILITIES	9/23 & 9/29/26	10/16/2026	SANITATION DEPT CYCLE C & D..	101-1018-43780	1,099.99
CITY UTILITIES	9/23 & 9/29/26	10/16/2026	UTILITY BILLING OFFICE CYCLE...	101-1018-43780	365.44
CITY UTILITIES	9/23 & 9/29/26	10/16/2026	WATER DEPT CYCLE C & D UTIL..	101-1018-43780	13,534.07
CITY UTILITIES	9/23 & 9/29/26	10/16/2026	ELECTRIC DEPT CYCLE C & D U...	101-1018-43780	5,037.41
CITY UTILITIES	9/23 & 9/29/26	10/16/2026	GENERAL CYCLE C & D UTILITI...	101-1018-43780	10,485.44
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	MEAL EXPENSES	101-1006-42310	164.15
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	HOTEL	101-1006-42310	506.68
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	DRYER SHEETS	101-1006-44607	29.91
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	DUSTER SPRAY	101-1006-44607	17.76
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	BLEACH	101-1006-44607	13.34
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	FLOOR CLEANER	101-1006-44607	9.94
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	LAUNDRY DETERGENT	101-1006-44607	43.11
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	WD-40	101-1006-44607	7.98
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	DISINFECTANT SPRAY	101-1006-44607	7.68
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	TOILET PAPER	101-1006-44607	26.96
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	TOILET CLEANER	101-1006-44607	5.24
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	ZIPLOCK BAGS (QUART SIZE)	101-1006-44607	2.62
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	TRASH BAGS	101-1006-44607	57.69
ANIMAL SHELTER BANK OF A...	9/30/26 - AS	10/16/2026	GALLON SIZE ZIOLOCK BAGS	101-1006-44607	2.16
CITY MANAGER BANK OF AM...	9/30/26 - CM	10/16/2026	NMLZO ANNUAL REGISTRATI...	101-1000-42720	150.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY MANAGER BANK OF AM...	9/30/26 - CM	10/16/2026	REGISTRATION FEE	101-1003-42720	450.00
CITY MANAGER BANK OF AM...	9/30/26 - CM	10/16/2026	NMLE CONF. REGISTRATION	101-1003-42720	400.00
CITY MANAGER BANK OF AM...	9/30/26 - CM	10/16/2026	TAX	101-1003-43770	9.27
CITY MANAGER BANK OF AM...	9/30/26 - CM	10/16/2026	CANVA PRO SUBSCRIPTION	101-1003-43770	110.73
CITY MANAGER BANK OF AM...	9/30/26 - CM	10/16/2026	OPEN PO BACKGROUND CHEC...	101-1003-48599	347.45
COMMUNITY SERVICE BANK ...	9/30/26 - CS	10/16/2026	OEC REGISTRATION	101-1009-42720	167.24
COMMUNITY SERVICE BANK ...	9/30/26 - CS	10/16/2026	OEC REGISTRATION	101-1013-42720	167.24
FINANCE BANK OF AMERICA	9/30/26 - FI	10/16/2026	NMPPA REG-MANAGER	101-1003-42720	200.00
FINANCE BANK OF AMERICA	9/30/26 - FI	10/16/2026	LODGING-JH & KS- ISLETA	101-1004-42310	758.96
FINANCE BANK OF AMERICA	9/30/26 - FI	10/16/2026	MEALS-C. Miyagishima, CPO	101-1004-42310	32.84
FINANCE BANK OF AMERICA	9/30/26 - FI	10/16/2026	MEALS-J. Holguin, CFO	101-1004-42310	32.84
FINANCE BANK OF AMERICA	9/30/26 - FI	10/16/2026	MEAL ESITMATE FOR- JH & KS	101-1004-42310	59.86
FINANCE BANK OF AMERICA	9/30/26 - FI	10/16/2026	Lodging-J.Holguin	101-1004-42310	337.08
FINANCE BANK OF AMERICA	9/30/26 - FI	10/16/2026	Lodging- C. Miyagishima, CPO	101-1004-42310	379.48
FINANCE BANK OF AMERICA	9/30/26 - FI	10/16/2026	NMPPA REGISTRATION	101-1004-42720	500.00
COMMUNITY SERVICE BANK ...	9/30/26 - FM	10/16/2026	ARIAT 12WW BOOTS	101-1014-44615	164.99
GOVERNING BODY BANK OF ...	9/30/26 - GB	10/16/2026	OEC REGISTRATION	101-1000-42720	167.24
GOVERNING BODY BANK OF ...	9/30/26 - GB	10/16/2026	OEC REGISTRATION	101-1000-42720	334.48
CITY CLERK BANK OF AMERICA	9/30/26 - IT	10/16/2026	TORCGOLF.ORG DOMAIN HOS...	101-1018-43815	24.19
CITY CLERK BANK OF AMERICA	9/30/26 - IT	10/16/2026	TORCGOLF.ORG WEBPAGE H...	101-1018-43815	155.89
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	LODGING FBI SYMPOSIUM	101-1007-42310	342.97
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	DV INSTRUCTOR COURSE LOD...	101-1007-42310	314.91
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	2026 NMPET CONFERENCE L...	101-1007-42310	499.50
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	LODGING	101-1008-42310	32.22
NM MUNICIPAL LEAGUE	INV-000929	10/16/2026	K. SALCEDO-INVOICE PENDING	101-1004-43770	100.00
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	CITY CLERK'S OFFICE	101-1001-41226	181.99
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	CITY MANAGER'S OFFICE	101-1003-41226	357.22
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	FINANCE / ADMIN SERVICES	101-1004-41226	362.06
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	ANIMAL SHELTER	101-1006-41226	180.77
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	POLICE DEPT	101-1007-41226	1,357.60
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	ANIMAL CONTROL	101-1008-41226	125.50
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	PARKS & RECREATION	101-1009-41226	180.72
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	105.86
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	COMMUNITY SERVICES	101-1013-41226	140.38
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	FACILITY MANAGEMENT	101-1014-41226	237.84
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	LIBRARY	101-1016-41226	244.64
CITY UTILITIES	10/14 & 10/15/26	10/22/2026	WATER DEPT CYCLE A & B UTIL...	101-1018-43780	301.33
CITY UTILITIES	10/14 & 10/15/26	10/22/2026	CEMETERY CYCLE A & B UTILIT...	101-1018-43780	492.58
CITY UTILITIES	10/14 & 10/15/26	10/22/2026	GOLF COURSE CYCLE A & B UT...	101-1018-43780	1,303.76
CITY UTILITIES	10/14 & 10/15/26	10/22/2026	GENERAL CYCLE A & B UTILITI...	101-1018-43780	4,511.16
CITY UTILITIES	10/14 & 10/15/26	10/22/2026	WASTE WATER DEPT CYCLE A...	101-1018-43780	1,683.24
CITY UTILITIES	10/14 & 10/15/26	10/22/2026	ELECTRIC DEPT CYCLE A & B U...	101-1018-43780	265.42
COMPANION ANIMAL ACTION...	10/15/2026	10/22/2026	FY 26/27 SUBRECIPIENT AGRE...	101-1000-60725	375.00
JORNADA CONSERVATION & ...	10/20/2026	10/22/2026	MEMBER SPONSOR ANNUAL ...	101-1003-43770	100.00
CITY UTILITIES	10/8/26	10/22/2026	AIRPORT LANDFILL	101-1018-43780	24.15
CITY UTILITIES	10/8/26	10/22/2026	POLICE DEPT LANDFILL	101-1018-43780	12.08
CITY UTILITIES	10/8/26	10/22/2026	FLEET DEPT LANDFILL	101-1018-43780	12.08
WINDSTREAM CORPORATION	101131348 - 10/19/26	10/22/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	108.27
RHONDA LEE	10192026	10/22/2026	DEPOSIT REFUND 10/18/26 R...	101-1099-34348	25.00
TURTLEBACK PEST CONTROL I...	117773	10/22/2026	OPEN PO FOR PEST CONTROL ...	101-1014-43403	1,074.00
BRADY INDUSTRIES LLC	12269762	10/22/2026	CENTERPULL DISPENSER BLACK	101-1014-44607	172.33
GANNETT MEDIA CORP	12602671	10/22/2026	LEGAL AD: ITB#2026-09-013 C...	101-1010-43740	130.48
GANNETT MEDIA CORP	12602671	10/22/2026	TAX	101-1010-43740	10.95
GANNETT MEDIA CORP	12602695	10/22/2026	LEGAL AD: #IBT 2026-05-011 ...	101-1010-43740	151.44
GANNETT MEDIA CORP	12602695	10/22/2026	TAX	101-1010-43740	12.71
AMAZON CAPITAL SERVICES I...	1RWP-GFMW-KYKM	10/22/2026	WINDOW BLINDS FOR SILKE O...	101-1014-44613	161.08
MARLIN LEASING CORPORATI...	42906525	10/22/2026	CLERKS OFFICE OPEN PO FY26...	101-1001-43465	249.74
MARLIN LEASING CORPORATI...	42906525	10/22/2026	CITY MANAGER OPEN PO FY2...	101-1003-43465	360.75
MARLIN LEASING CORPORATI...	42906525	10/22/2026	FINANCE OFFICE OPEN PO FY...	101-1004-43465	299.70
MARLIN LEASING CORPORATI...	42906525	10/22/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43465	599.40

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARLIN LEASING CORPORATI...	42906525	10/22/2026	PARKS DEPT OPEN PO FY26/27	101-1009-43465	249.74
MARLIN LEASING CORPORATI...	42906525	10/22/2026	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	74.92
DOCUMENT SOLUTION INC	436131	10/22/2026	CITY CLERK OFFICE SHARP OV...	101-1001-43465	203.99
DOCUMENT SOLUTION INC	436131	10/22/2026	CITY MANAGER OFFIC SHARP ...	101-1003-43465	752.72
DOCUMENT SOLUTION INC	436131	10/22/2026	FINANCE OFFICE SHARP OVER...	101-1004-43465	292.09
DOCUMENT SOLUTION INC	436131	10/22/2026	POLICE DEPT SHARP OVERAGE...	101-1007-43465	197.51
DOCUMENT SOLUTION INC	436131	10/22/2026	PARKS DEPT SHARP OVERAGE...	101-1009-43465	2.79
DOCUMENT SOLUTION INC	436131	10/22/2026	FACILITY MAINT SHARP OVER...	101-1014-43465	17.64
ALBUQUERQUE PUBLISHING ...	458470	10/22/2026	LEGAL AD: ITB#2026-09-013 C...	101-1010-43740	197.93
ALBUQUERQUE PUBLISHING ...	458500	10/22/2026	LEGAL AD: #IBT 2026-05-011 ...	101-1010-43740	222.87
NM SELF INSURERS FUND	9/30/2026	10/22/2026	LIABILITY DEDUCTIBLE CLAIM ...	101-1018-46734	2,924.33
TALON SEPTIC & POTTY SERVI...	I4330	10/22/2026	OPEN PO PORTABLE TOILET S...	101-1009-43465	1,100.00
SUPERIOR WEED AND PEST C...	INV-101326-VW	10/22/2026	WEED CONTROL	101-1009-47415	820.00
SUPERIOR WEED AND PEST C...	INV-101326-VW	10/22/2026	TAX	101-1009-47415	68.68
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	CITY CLERK'S OFFICE	101-1001-41226	181.99
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	CITY MANAGER'S OFFICE	101-1003-41226	359.86
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	FINANCE / ADMIN SERVICES	101-1004-41226	362.06
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	ANIMAL SHELTER	101-1006-41226	180.77
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	POLICE DEPT	101-1007-41226	1,357.60
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	ANIMAL CONTROL	101-1008-41226	125.50
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	PARKS & RECREATION	101-1009-41226	180.72
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	COMMUNITY DEVELOPEMENT	101-1010-41226	105.86
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	COMMUNITY SERVICES	101-1013-41226	140.38
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	FACILITY MANAGEMENT	101-1014-41226	237.84
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	LIBRARY	101-1016-41226	244.64
WORKQUEST DBA HORIZONS ...	SINV053813	10/22/2026	95 GALLON RENTAL	101-1004-43999	5.08
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1553	101-1018-43780	220.48
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1402	101-1018-43780	440.14
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1372	101-1018-43780	440.14
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1537	101-1018-43780	149.00
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1373	101-1018-43780	440.14
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1369	101-1018-43780	149.00
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1351	101-1018-4378D	440.14
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1618	101-1018-43780	190.09
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1371	101-1018-43780	440.14
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1348	101-1018-43780	440.14
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1353	101-1018-43780	440.14
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1406	101-1018-43780	600.00
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1828	101-1018-43780	1,350.14
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1526	101-1018-43780	129.95
TDS BROADBAND LLC	10/25/2026	10/26/2026	014-044-1352	101-1018-43780	440.14
VERIZON WIRELESS	6155863263	10/29/2026	GOVERNING BODY OPEN PO F...	101-1000-43775	116.22
VERIZON WIRELESS	6155863263	10/29/2026	CITY CLERK OPEN PO FY26/27	101-1001-43775	228.13
VERIZON WIRELESS	6155863263	10/29/2026	CITY MANAGER OPEN PO FY2...	101-1003-43775	288.56
VERIZON WIRELESS	6155863263	10/29/2026	FINANCE OPEN PO FY26/27	101-1004-43775	191.68
VERIZON WIRELESS	6155863263	10/29/2026	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	141.07
VERIZON WIRELESS	6155863263	10/29/2026	POLICE DEPT OPEN PO FY26/27	101-1007-43775	1,109.68
VERIZON WIRELESS	6155863263	10/29/2026	ANIMAL CONTROL OPEN PO F...	101-1008-43775	59.74
VERIZON WIRELESS	6155863263	10/29/2026	PARKS DEPT OPEN PO FY26/27	101-1009-43775	137.66
VERIZON WIRELESS	6155863263	10/29/2026	COMMUNITY DEVELOPEMENT...	101-1010-43775	42.33
VERIZON WIRELESS	6155863263	10/29/2026	FACILITIES MAINT OPEN PO F...	101-1014-43775	99.79
VERIZON WIRELESS	6155863263	10/29/2026	LIBRARY OPEN PO FY26/27	101-1016-43775	115.01
CITY UTILITIES	10/22 & 10/29/26	10/30/2026	ELECTRIC DEPT CYCLE C & D U...	101-1018-43780	4,960.88
CITY UTILITIES	10/22 & 10/29/26	10/30/2026	UTILITY BILLING OFFICE CYCLE...	101-1018-43780	293.43
CITY UTILITIES	10/22 & 10/29/26	10/30/2026	SANITATION DEPT CYCLE C & D...	101-1018-43780	872.50
CITY UTILITIES	10/22 & 10/29/26	10/30/2026	POOL CYCLE C & D UTILITIES	101-1018-43780	1,165.81
CITY UTILITIES	10/22 & 10/29/26	10/30/2026	WATER DEPT CYCLE C & D UTIL...	101-1018-43780	12,883.74
CITY UTILITIES	10/22 & 10/29/26	10/30/2026	GENERAL CYCLE C & D UTILITI...	101-1018-43780	6,815.12
CITY UTILITIES	10/22 & 10/29/26	10/30/2026	WASTE WATER DEPT CYCLE C ...	101-1018-43780	8,767.56
FLORA T TRUJILLO	10262026	10/30/2026	DEPOSIT REFUND 10/24/26 CI...	101-1099-34348	650.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DELL TECHNOLOGIES	10895472718	10/30/2026	210-BQNB PROCESSOR	101-1004-44606	1,129.29
COPPLER LAW FIRM PC	14038	10/30/2026	TAX (SERVICE)	101-1000-43597	325.45
COPPLER LAW FIRM PC	14038	10/30/2026	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	3,974.96
NM EDGE	18839	10/30/2026	NMP 214 ADDRESSING COM. ...	101-1004-42720	85.00
NM EDGE	18839	10/30/2026	NMP 215 DOCUMENT DELIVE...	101-1004-42720	85.00
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	DUAL MONITOR STAND	101-1003-43771	53.34
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	USB SPEAKER BAR	101-1003-43771	38.39
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	6V ADAPTER	101-1003-44606	14.49
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	FLOOR CORD COVER CABLE P...	101-1003-44606	15.95
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	INDEX TABS 1 3/4"	101-1003-44606	18.78
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	USB SPEAKER BAR	101-1003-44606	38.39
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	RULER	101-1003-44606	2.26
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	HEADSET	101-1003-44606	59.99
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	ELECTRIC STAPLER	101-1003-44606	32.09
AMAZON CAPITAL SERVICES I...	1QT3-6M6H-KK97	10/30/2026	DUAL MONITOR STAND	101-1003-44606	53.34
AMAZON CAPITAL SERVICES I...	1VKY-V433-CX3R	10/30/2026	2 - POCKET RECORDERS & PR...	101-1007-44606	295.02
AMAZON CAPITAL SERVICES I...	1VKY-V433-CX3R	10/30/2026	L - SCALES	101-1007-44606	32.90
AMAZON CAPITAL SERVICES I...	1VKY-V433-CX3R	10/30/2026	3X5 MEMO PADS	101-1007-44606	14.99
AMAZON CAPITAL SERVICES I...	1VKY-V433-CX3R	10/30/2026	20 PCS HEAVY DUTY KEY RINGS	101-1007-44606	4.71
SOUTHWEST TRAINING CONS...	2025393	10/30/2026	DV INSTRUCTOR COURSE REG ...	101-1007-42720	600.00
INTEGRITY LOCK AND KEY LLC	2240	10/30/2026	SERVICE CALL	101-1014-43403	400.00
INTEGRITY LOCK AND KEY LLC	2240	10/30/2026	SERVICE CALL	101-1014-43403	400.00
INTEGRITY LOCK AND KEY LLC	2240	10/30/2026	LABOR/HOUR	101-1014-43403	700.00
INTEGRITY LOCK AND KEY LLC	2240	10/30/2026	MACHINE PARTS	101-1014-43403	300.00
INTEGRITY LOCK AND KEY LLC	2240	10/30/2026	SALES TAX	101-1014-43403	147.42
JUSTICE CLEARINGHOUSE LLC	50441	10/30/2026	2- ACO I CERTIFICATIONS	101-1008-42720	800.00
SIERRA COUNTY SENTINEL	5462	10/30/2026	LEGAL AD: ITB#2026-09-013 C...	101-1010-43740	180.34
SIERRA COUNTY SENTINEL	5481	10/30/2026	LEGAL AD: #IBT 2026-05-011 ...	101-1010-43740	203.18
DESERT GRAPHICS INC	7245	10/30/2026	SIGN FOR BRANCH LIBRARY	101-1014-44613	975.00
KINGS LOCKSMITH	CTORC010	10/30/2026	DND SC1 KEY	101-1013-44607	48.00
KINGS LOCKSMITH	CTORC010	10/30/2026	REKEYABLE SC KEYWAY PADL...	101-1013-44607	460.60
KINGS LOCKSMITH	CTORC011	10/30/2026	DND SC1 KEY	101-1009-44607	36.00
KINGS LOCKSMITH	CTORC011	10/30/2026	REKEYABLE SC KEYWAY PADL...	101-1009-44607	322.42
				Fund 101 - General Total:	**323,457.00**
Fund: 201 - Corrections					
SIERRA COUNTY TREASURER	10012026	10/08/2026	OPEN PO HOLDING OF ARRES...	201-1903-48710	1,650.00
				Fund 201 - Corrections Total:	**1,650.00**
Fund: 209 - Fire					
NEW MEXICO GAS COMPANY ...	9/25/2026	10/02/2026	FIRE DEPT	209-1603-43780	106.35
MUNICIPAL EMERGENCY SERV...	IN2572102	10/02/2026	COMPRESSOR CALIBRATION, ...	209-1603-44615	50.00
MUNICIPAL EMERGENCY SERV...	IN2572102	10/02/2026	AIR SAMPLE (RA01) PRE & PO...	209-1603-44615	152.34
MUNICIPAL EMERGENCY SERV...	IN2572102	10/02/2026	BREATHING AIR SERVICE	209-1603-47420	150.00
MUNICIPAL EMERGENCY SERV...	IN2572102	10/02/2026	X-TRACTOR, INTAKE N25950	209-1603-47420	25.91
MUNICIPAL EMERGENCY SERV...	IN2572102	10/02/2026	SVCE LABOR/ANNUAL SVCE/B...	209-1603-47420	500.00
MUNICIPAL EMERGENCY SERV...	IN2572102	10/02/2026	REVOLVEAIR SYSTEMS TRI-EST...	209-1603-47420	81.66
MUNICIPAL EMERGENCY SERV...	IN2572102	10/02/2026	SECURUS FILTER CARTRIDGE	209-1603-47420	286.81
XEROX CORP OLD	026393834	10/08/2026	FIRE DEPT XEROX EQUIPMENT...	209-1603-43465	251.62
MUNICIPAL EMERGENCY SERV...	IN2583228	10/08/2026	EXT 10LB BRASS VALVE ABC H...	209-1603-44607	725.00
MUNICIPAL EMERGENCY SERV...	IN2585305	10/08/2026	HFRP TAIL PANT	209-1603-44615	5,535.00
MUNICIPAL EMERGENCY SERV...	IN2585305	10/08/2026	HFRP TAIL COAT	209-1603-44615	7,905.00
MUNICIPAL EMERGENCY SERV...	IN2S86305	10/08/2026	1.5" NH SWIVEL, ROCKER LUG...	209-1603-43999	1,335.00
BULLOCKS INC	0423	10/16/2026	OPEN PO FOR HYDRATION (A...	209-1603-44607	45.92
BULLOCKS INC	6993	10/16/2026	OPEN PO FOR HYDRATION (A...	209-1603-44607	108.89
TESTONS FREEWAY CHEVRON	7052	10/16/2026	OPEN PO DRAWDOWN FOR G...	209-1603-43316	580.35
BULLOCKS INC	7787	10/16/2026	OPEN PO FOR HYDRATION (A...	209-1603-44607	17.74
CITY UTILITIES	9/23 & 9/29/26	10/16/2026	FIRE DEPT CYCLE C & D UTILITI...	209-1603-43780	506.18
CITY UTILITIES	10/14 & 10/15/26	10/22/2026	FIRE DEPT CYCLE A & B UTILITI...	209-1603-43780	488.42
WINDSTREAM CORPORATION	100377628 - 10/15/26	10/22/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43775	146.32
THREE CROSSES MAINTENAN...	193	10/22/2026	LABOR	209-1603-43999	312.50
THREE CROSSES MAINTENAN...	193	10/22/2026	TRAVEL	209-1603-43999	312.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THREE CROSSES MAINTENAN...	193	10/22/2026	PARTS	209-1603-43999	1,538.55
THREE CROSSES MAINTENAN...	193	10/22/2026	TAX (LABOR)	209-1603-43999	190.33
THREE CROSSES MAINTENAN...	193	10/22/2026	MILEAGE	209-1603-43999	105.00
LYNNS LANDSCAPE	3709	10/22/2026	OPEN PO FOR CLEAN UP FIRE ...	209-1603-4741S	525.62
MARLIN LEASING CORPORATI...	42906525	10/22/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43465	249.74
MUNICIPAL EMERGENCY SERV...	IN2611279	10/22/2026	ADAPTER, STORZ X MALE RIGI...	209-1603-44607	540.00
MUNICIPAL EMERGENCY SERV...	IN2611279	10/22/2026	LOW LEVEL STRAINER, 6" NH ...	209-1603-44607	635.00
VERIZON WIRELESS	6155863263	10/29/2026	FIRE DEPT OPEN PO FY26/27	209-1603-43775	122.38
CITY UTILITIES	10/22 & 10/29/26	10/30/2026	FIRE DEPT CYCLE C & D UTILITI...	209-1603-43780	313.79
MUNICIPAL EMERGENCY SERV...	IN2610018	10/30/2026	FLEXLITE SUCTION HOSE, 6"X...	209-1603-44607	1,390.00
				Fund 209 - Fire Total:	**25,233.92**
Fund: 211 - Law Enforce Prot					
GALLS PARENT HOLDINGS LLC...	036371557	10/02/2026	2- WOMEN'S APEX PANT	211-2003-44573	190.00
GALLS PARENT HOLDINGS LLC...	036371557	10/02/2026	SHIPPING	211-2003-44573	30.00
GALLS PARENT HOLDINGS LLC...	036371557	10/02/2026	6- APEX PANT	211-2003-44573	570.00
KAUFMANS WEST LLC	21637L	10/02/2026	SHIPPING	211-2003-44573	4.00
KAUFMANS WEST LLC	21637L	10/02/2026	NAMETAPES FOR NEW HIRE O...	211-2003-44573	26.70
THE LINE LLC	92S263	10/02/2026	OPEN FOR UNIFORMS&EQUI...	211-2003-44573	119.75
NM DEPT OF PUBLIC SAFETY T...	2027-A226	10/08/2026	FIREARM INSTRUCTOR CERTIF...	211-2003-42S35	10.00
GALLS PARENT HOLDINGS LLC...	032873718	10/16/2026	UNPAID SHIPPING CHARGE ON...	211-2003-44615	12.99
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	EMERGENCY LODGING FOR O...	211-2003-42310	19.87
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	DV INSTRUCTOR COURSE LOD...	211-2003-42310	314.92
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	NMLEC REGISTRATION X 3	211-2003-42535	900.00
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	UNIFORM PANTS FOR VILLAR...	211-2003-44573	150.00
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	UNIFORM PANTS FOR JACQUEZ	211-2003-44573	225.00
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	UNIFORM PANTS FOR RAMIR...	211-2003-44573	150.00
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	TAX	211-2003-44573	43.97
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	COURT/ UNIFORM ITEMS FOR...	211-2003-44573	264.59
REM INDUSTRIES LLC	44082398	10/22/2026	TRADE DISCOUNT	211-2003-80810	-199.95
REM INDUSTRIES LLC	44082398	10/22/2026	TAX	211-2003-80810	325.47
REM INDUSTRIES LLC	44082398	10/22/2026	SHIPPING	211-2003-80810	87.28
REM INDUSTRIES LLC	44082398	10/22/2026	SYSTEMS - ID MAKER APEX 2-S...	211-2003-80810	3,999.00
THE LINE LLC	1019262	10/30/2026	OPEN FOR UNIFORMS&EQUI...	211-2003-44573	710.61
THE LINE LLC	1022261	10/30/2026	OPEN FOR UNIFORMS&EQUI...	211-2003-44573	160.00
AMAZON CAPITAL SERVICES I...	1VKY-V433-CX3R	10/30/2026	2-HOME/ OFFICE DESK WITH ...	211-2003-80810	413.82
SOUTHWEST TRAINING CONS...	2025393	10/30/2026	DV INSTRUCTOR COURSE REG ...	211-2003-42S3S	600.00
THE EMBLEM AUTHORITY	84117	10/30/2026	DEPARTMENT PATCHES	211-2003-44573	1,215.00
THE LINE LLC	DW0SAEQSX20XJ	10/30/2026	OPEN FOR UNIFORMS&EQUI...	211-2003-44573	85.00
				Fund 211 - Law Enforce Prot Total:	**10,428.02**
Fund: 214 - Lodgers Tax					
VETERANS MEMORIAL TRUST ...	1 - 9/28/2026	10/08/2026	VETERANS MEMORIAL MUSE...	214-2560-60725	345.33
GERONIMO TRAIL SCENIC BY...	10/2/2026	10/08/2026	GERONIMO TRAIL SCENIC BY...	214-2540-60725	466.66
T OR C HARDWARE INC	188438/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	102.48
T OR C HARDWARE INC	188507/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	14.98
VETERANS MEMORIAL TRUST ...	2 - 9/28/2026	10/08/2026	VETERANS MEMORIAL MUSE...	214-2560-60725	345.33
SIERRA AUTO PARTS LLC	349942	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	164.95
SIERRA AUTO PARTS LLC	350019	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	214-2503-44608	164.95
BARTOO SAND & GRAVEL INC	M62408	10/08/2026	SCREENED SAND FOR GREENS	214-2503-44608	280.00
BARTOO SAND & GRAVEL INC	M62408	10/08/2026	DELIVERY OF SCREENED SAND...	214-2503-44608	35.00
BARTOO SAND & GRAVEL INC	M62408	10/08/2026	FUEL SURCHARGE FOR SCREE...	214-2503-44608	30.00
BARTOO SAND & GRAVEL INC	M62408	10/08/2026	TAX	214-2503-44608	23.07
SUNNY 505	005126	10/16/2026	NM GRT	214-2560-60725	1,136.35
SUNNY 505	005126	10/16/2026	FY 26/27 CITY ADVERTISING &...	214-2560-60725	13,568.38
MAINSTREET TRUTH OR CONS...	10/6/2026	10/16/2026	MAINSTREET T OR C 26-27 SU...	214-2540-60725	16,250.00
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	LODGERS TAX	214-2503-41226	57.24
GERONIMO SPRINGS MUSEUM	10/15/2026	10/22/2026	SIERRA COUNTY HISTORICAL ...	214-2540-60725	2,855.30
GERONIMO SPRINGS MUSEUM	10/15/2026	10/22/2026	SIERRA COUNTY HISTORICAL ...	214-2560-60725	173.40
RUANNA WALDRUM	4 - 0001899	10/22/2026	SCRTAB 26/27 ANNUAL TOURI...	214-2560-60725	897.19
GERONIMO TRAIL SCENIC BY...	5 - 10/12/2026	10/22/2026	SCRTAB 26/27 ANNUAL TOURI...	214-2560-60725	185.92
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	LODGERS TAX	214-2503-41226	57.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEUMARK IRRIGATION SOLSB...	S6594729.001	10/22/2026	HUNTER SNAP RING REMOVAL..	214-2503-44608	40.38
VERIZON WIRELESS	6155863263	10/29/2026	PUBLIC INFORMATION OPEN ...	214-2540-43775	61.05
INTEGRATED ENVIRONMENTA...	628	10/30/2026	GERONIMO TRAIL SCENIC BY...	214-2540-60725	2,000.00
				Fund 214 - Lodgers Tax Total:	**39,255.20**
Fund: 216 - Muni Street					
SUPERIOR WEED AND PEST C...	08/25/2026	10/08/2026	RAIN BIRD VALVE SPARES	216-4503-43550	950.00
SUPERIOR WEED AND PEST C...	08/25/2026	10/08/2026	ONE-INCH PVC REPAIR INVEN...	216-4503-43550	600.00
SUPERIOR WEED AND PEST C...	08/25/2026	10/08/2026	FEBCO BACKFLO REPAIR ALL...	216-4503-43550	344.32
SUPERIOR WEED AND PEST C...	08/25/2026	10/08/2026	RISERS AND SMALL FITTINGS	216-4503-43550	250.00
SUPERIOR WEED AND PEST C...	08/25/2026	10/08/2026	DRIP DISTRIBUTION EQUIPME...	216-4503-43550	625.00
REEDS TIRE CENTER	17650	10/08/2026	TIRES FOR LOADER	216-4503-47420	4,935.80
T OR C HARDWARE INC	188536/6	10/08/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	41.32
T OR C HARDWARE INC	188568/6	10/08/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	55.23
T OR C HARDWARE INC	188659/6	10/08/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	88.00
T OR C HARDWARE INC	188691/6	10/08/2026	OPEN PO FOR SUPPLIES (FY 26...	216-4503-43550	13.99
TEXAN WASTE EQUIPMENT IN...	8410	10/08/2026	A4 SCHWARZE AIR STREET SW...	216-4503-80845	39,414.00
TEXAN WASTE EQUIPMENT IN...	8410	10/08/2026	NMFA LOAN	216-4503-80845	200,000.00
MARLIN LEASING CORPORATI...	42899096	10/16/2026	STREET DEPT OPEN PO FY26/...	216-4503-43465	204.43
BULLOCKS INC	5583	10/16/2026	WATER	216-4503-44607	257.48
TESTONS FREEWAY CHEVRON	7050	10/16/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	1,218.40
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	STREET DEPT	216-4503-41226	278.45
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	STREET DEPT	216-4503-41226	278.45
VERIZON WIRELESS	6155863263	10/29/2026	STREETS DEPT OPEN PO FY26/...	216-4503-43775	168.40
RONALD W HOSKINS JR DBA ...	10/20/2026	10/30/2026	TAX (LABOR)	216-4503-47420	157.03
RONALD W HOSKINS JR DBA ...	10/20/2026	10/30/2026	TRAILER REPAIR COST	216-4503-47420	1,875.00
AMAZON CAPITAL SERVICES I...	1WYD-WPGH-3FPJ	10/30/2026	EYE PROTECTION	216-4503-44607	34.19
AMAZON CAPITAL SERVICES I...	1WYD-WPGH-3FPJ	10/30/2026	HEAVY DUTY SPADE SHOVEL	216-4503-44607	147.24
AMAZON CAPITAL SERVICES I...	1WYD-WPGH-3FPJ	10/30/2026	HEAVY DUTY SQUARE SHOVEL	216-4503-44607	154.99
AMAZON CAPITAL SERVICES I...	1WYD-WPGH-3FPJ	10/30/2026	REPLACEMENT CAT KEYS	216-4503-44607	9.99
AMAZON CAPITAL SERVICES I...	1WYD-WPGH-3FPJ	10/30/2026	60 PC KEY 1.5 INCH	216-4503-44607	7.99
AMAZON CAPITAL SERVICES I...	1WYD-WPGH-3FPJ	10/30/2026	KEY TAGS BLANK	216-4503-44607	8.99
AMAZON CAPITAL SERVICES I...	1WYD-WPGH-3FPJ	10/30/2026	REPLACEMENT KEYS FOR CASE..	216-4503-44607	9.49
AMAZON CAPITAL SERVICES I...	1YHX-YTDM-F4D3	10/30/2026	BESTAR DESK	216-4503-44613	938.83
SANCO OIL LLC	2401	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	103.54
SANCO OIL LLC	2403	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	530.15
SANCO OIL LLC	2404	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	205.19
SANCO OIL LLC	2405	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	321.93
SANCO OIL LLC	2408	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	548.61
SANCO OIL LLC	2410	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	158.18
SANCO OIL LLC	2411	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	510.95
SANCO OIL LLC	2413	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	32.50
SANCO OIL LLC	2417	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	291.22
SANCO OIL LLC	2418	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	175.65
SANCO OIL LLC	2422	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	50.00
SANCO OIL LLC	2425	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	504.93
SANCO OIL LLC	2428	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	505.10
SANCO OIL LLC	2429	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	111.70
SANCO OIL LLC	2438	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	489.33
SANCO OIL LLC	2439	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	50.00
SANCO OIL LLC	2440	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	172.25
SANCO OIL LLC	2445	10/30/2026	OPEN PO DRAWDOWN FOR F...	216-4503-43316	179.28
				Fund 216 - Muni Street Total:	**258,007.52**
Fund: 294 - State Library					
DOCUMENT SOLUTION INC	433437	10/08/2026	LIBRARY SHARP OVERAGE OP...	294-5003-60834	32.06
MARLIN LEASING CORPORATI...	42906525	10/22/2026	LIBRARY OPEN PO FY26/27	294-5003-60834	324.66
DOCUMENT SOLUTION INC	436131	10/22/2026	LIBRARY SHARP OVERAGE OP...	294-5003-60834	36.62
				Fund 294 - State Library Total:	**393.34**
Fund: 295 - Muni Pool					
JR AQUATIC SERVICES LLC	664	10/02/2026	CALCIUM HYPOCHLORITE TAB...	295-4803-44607	2,600.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JR AQUATIC SERVICES LLC	664	10/02/2026	15GAL ACID	295-4803-44607	440.00
JR AQUATIC SERVICES LLC	664	10/02/2026	SHIPPING/DELIVERY	295-4803-44607	350.00
JR AQUATIC SERVICES LLC	664	10/02/2026	15GAL SODIUM HYPOCHLORI...	295-4803-44607	720.00
MARLIN LEASING CORPORATI...	42906525	10/22/2026	POOL OPEN PO FY26/27	295-4803-43465	49.96
VERIZON WIRELESS	6155863263	10/29/2026	POOL OPEN PO FY26/27	295-4803-43775	68.61
				Fund 295 - Muni Pool Total:	**4,228.57**
Fund: 296 - PD GRT					
GALLS PARENT HOLDINGS LLC...	036241060	10/02/2026	PATROL BOOTS FOR VILLARRE...	296-2403-44615	179.83
GALLS PARENT HOLDINGS LLC...	036264177	10/02/2026	PATROL BOOTS FOR CHIEF TA...	296-2403-44615	431.41
KAUFMANS WEST LLC	21699L	10/02/2026	EMBROIDERED NAMETAPE	296-2403-44615	8.90
KAUFMANS WEST LLC	21699L	10/02/2026	SAFARILAND HARDWIRE LEVEL...	296-2403-44615	1,635.00
KAUFMANS WEST LLC	21699L	10/02/2026	BOTHELL EXTERNAL CARRIER,...	296-2403-44615	324.00
KAUFMANS WEST LLC	21699L	10/02/2026	CUSTOM ID PATCH SET	296-2403-44615	59.90
AMAZON CAPITAL SERVICES I...	1K1F-9XFL-C6PN	10/08/2026	PATROL BOOTS FOR OFFICER	296-2403-44615	180.00
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	BOUNCIE GPS DEVICE SERVICE	296-2403-48598	162.89
POLICE DEPARTMENT BANK O...	9/30/26 - PD	10/16/2026	BACKGROUND FINGERPRINTI...	296-2403-48598	46.00
SIRCHIE ACQUISITION CO LLC	0757741-IN	10/22/2026	DIGITAL SCALE	296-2403-43999	135.00
RR DONNELLEY	467711259	10/22/2026	UNIFORM TRAFFIC CITATION ...	296-2403-44613	2,934.06
PUBLIC SAFETY PSYCHOLOGIC...	10/20/2026	10/30/2026	PSYCHOLOGICAL EVALUATION...	296-2403-48598	746.82
AMAZON CAPITAL SERVICES I...	1VKY-V433-CX3R	10/30/2026	2- HAZMAT SUITES DISPOSAB...	296-2403-44615	246.98
AMAZON CAPITAL SERVICES I...	1VKY-V433-CX3R	10/30/2026	2- HAZMAT SUITS DISPOSABLE...	296-2403-44615	243.18
AMAZON CAPITAL SERVICES I...	1VKY-V433-CX3R	10/30/2026	HAZMAT SUITES DISPOSABLE -...	296-2403-44615	130.33
AMAZON CAPITAL SERVICES I...	1VKY-V433-CX3R	10/30/2026	HAZMAT SUITES DISPOSABLE -...	296-2403-44615	126.34
WORKMED OCCUPATIONAL H...	EM012315	10/30/2026	MEDICAL EVALUTIONS FOR A...	296-2403-48598	1,200.96
BLUE SKY UPFITTING LLC	INV-0355	10/30/2026	SHIPPING	296-2403-80810	45.24
BLUE SKY UPFITTING LLC	INV-0355	10/30/2026	INSTALL LABOR X 6	296-2403-80810	570.00
BLUE SKY UPFITTING LLC	INV-0355	10/30/2026	TENHOLD DURANGO SINGLE ...	296-2403-80810	1,718.46
BLUE SKY UPFITTING LLC	INV-0355	10/30/2026	JOTTO DURANGO 19+ WIND...	296-2403-80810	448.85
BLUE SKY UPFITTING LLC	INV-0355	10/30/2026	TRUCK FREIGHT	296-2403-80810	325.00
				Fund 296 - PD GRT Total:	**11,899.15**
Fund: 299 - SPECIAL REVENUE FUNDS					
ARENAS VALLEY ANIMAL CLIN...	114819	10/08/2026	OPEN PO BEST FRIENDS MEDI...	299-7051-48710	257.72
ARENAS VALLEY ANIMAL CLIN...	114821	10/08/2026	OPEN PO FOR STATE SPAY/NE...	299-7067-48598	7,045.48
NM BOARD OF VETERINARY ...	10/09/2026	10/16/2026	RENEWAL FOR EUTHANSIA LI...	299-7073-44607	50.00
AMAZON CAPITAL SERVICES I...	14V3-T7NV-FK4X	10/16/2026	MANAGING TRANSITION- LEA...	299-7073-44607	6.99
AMAZON CAPITAL SERVICES I...	14V3-T7NV-FK4X	10/16/2026	NEW EMOTIONAL INTELLIGEN...	299-7073-44607	19.54
AMAZON CAPITAL SERVICES I...	14V3-T7NV-FK4X	10/16/2026	ORAL PYRANTEL FOR ANIMALS	299-7073-44607	23.99
AMAZON CAPITAL SERVICES I...	14V3-T7NV-FK4X	10/16/2026	FM RADIO CLOCK	299-7073-44607	27.99
AMAZON CAPITAL SERVICES I...	14V3-T7NV-FK4X	10/16/2026	FLOATING SHELVES	299-7073-44607	34.76
AMAZON CAPITAL SERVICES I...	14V3-T7NV-FK4X	10/16/2026	DEWORMER FOR DOGS	299-7073-44607	79.98
AMAZON CAPITAL SERVICES I...	14V3-T7NV-FK4X	10/16/2026	PRACTICAL STEPS TO LIFT YO...	299-7073-44607	13.98
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	STRENGTHSFINDER 2.0	299-7073-44607	3.47
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	SHIPPING	299-7073-44607	3.99
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	DOG BOWLS	299-7073-44607	85.28
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	LARGE DOG BOWLS	299-7073-44607	175.92
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	LOOP LEASHES	299-7073-44607	33.98
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	CARABINERS	299-7073-44607	15.18
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	LOOP LEASHES	299-7073-44607	16.49
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	HURRICAN DOG BOWLS	299-7073-44607	33.99
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	SILVER FOIL BACKDROP	299-7073-44607	9.49
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	GROOMING LOOPS	299-7073-44607	18.99
AMAZON CAPITAL SERVICES I...	17DQ-344J-KPC4	10/16/2026	TRUNK OR TREAT INFLATABLE	299-7073-44607	41.99
ARENAS VALLEY ANIMAL CLIN...	115958	10/22/2026	OPEN PO FOR STATE SPAY/NE...	299-7067-48598	276.37
				Fund 299 - SPECIAL REVENUE FUNDS Total:	**8,275.57**
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	100550724 - 10/15/26	10/22/2026	VETERANS WALL OPEN PO FY...	303-4703-43775	409.09
				Fund 303 - Vet Wall Total:	**409.09**
Fund: 305 - CI Gen					
WILLIAM PHILIP BUCKLEY	10/27/2026	10/30/2026	ARCHITECTURAL SERVICES - A...	305-7029-80805	5,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLIAM PHILIP BUCKLEY	10/27/2026	10/30/2026	TAX	305-7029-80805	403.13
				Fund 305 - CI Gen Total:	**5,403.13**
Fund: 321 - WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY INC ENG...	151214	10/02/2026	CHANGE ORDER	321-7042-80860	26,370.74
WILSON & COMPANY INC ENG...	151214	10/02/2026	WSPI - 2 ENGINEERING AGRE...	321-7042-80860	2,135.78
WILSON & COMPANY INC ENG...	154313	10/02/2026	WA SYSTEM PERFORMANCE I...	321-7017-80860	31,450.16
SMITHCO CONSTRUCTION INC	4 - 9/3/2026	10/02/2026	CONSTRUCTION SERVICES WS...	321-7017-80860	496,160.89
				Fund 321 - WATER SYSTEM IMPROVEMENTS Total:	**556,117.57**
Fund: 360 - NMFA PROJECTS					
BOHANNAN HUSTON INC	000141235	10/02/2026	CIF-6442 MATCH AMOUNT B...	360-7045-45600	1,627.77
BOHANNAN HUSTON INC	000141235	10/02/2026	BAR SCREEN DESIGN/CONSTR...	360-7045-80860	14,649.94
WILSON & COMPANY INC ENG...	155682	10/02/2026	WFP-6323 GRANT	360-7048-80860	3,431.89
WILSON & COMPANY INC ENG...	155683	10/02/2026	PERSHING/SILVER WA IMPRO...	360-7044-80860	41,899.37
BOHANNAN HUSTON INC	000141432	10/22/2026	EFFLUENT WATER PER LOCAL ...	360-7074-45600	4,905.05
				Fund 360 - NMFA PROJECTS Total:	**66,514.02**
Fund: 380 - OTHER STATE FUNDED PROJECTS					
BOHANNAN HUSTON INC	000141235	10/02/2026	WWTP IMPROVEMENTS	380-7064-80860	37,981.32
SOMOS SOLAR INC	009 - 9/14/2026	10/02/2026	DUAL PORT ICHARGING DC FA...	380-7058-80860	113,689.88
SOMOS SOLAR INC	009 - 9/14/2026	10/02/2026	PROCUREMENT AND CONSTR...	380-7058-80860	38,387.70
SOMOS SOLAR INC	009 - 9/14/2026	10/02/2026	GENERAL CONDITIONS	380-7058-80860	16,405.35
SOMOS SOLAR INC	009 - 9/14/2026	10/02/2026	ENGINEERING	380-7058-80860	7,389.52
PLUMA LLC	9 - 9/24/2026	10/02/2026	FOCH ST RENOVATION - MAIN...	380-7056-80860	596,988.52
BELSON OUTDOORS LLC	394153	10/16/2026	RECYCLED PLASTIC 8' PICNIC T...	380-7079-44607	1,665.00
BELSON OUTDOORS LLC	394153	10/16/2026	RECYCLED PLASTIC 8' ADA PIC...	380-7079-44607	1,649.00
BELSON OUTDOORS LLC	394153	10/16/2026	RECYCLED PLASTIC 8' ADA PIC...	380-7079-44607	1,375.00
J & H SERVICES INC	8 - 9/2/2026	10/16/2026	SHOVEL READY - INFASTRUCT...	380-7034-80860	444,690.80
				Fund 380 - OTHER STATE FUNDED PROJECTS Total:	**1,260,222.09**
Fund: 403 - Pledge State DEBT SERVICE					
NEW MEXICO FINANCE AUTH...	10/1/2026	10/02/2026	NMFA PPRF-2613 TORC 18 M...	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	10/1/2026	10/02/2026	NMFA PPRF-2737 TORC 19 M...	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTH...	10/1/2026	10/02/2026	NMFA PPRF-5652 MONTHLY ...	403-1203-12952	15,222.89
NEW MEXICO FINANCE AUTH...	10/1/2026	10/02/2026	NMFA DW-4794 MONTHLY D...	403-1203-90905	2,579.33
NEW MEXICO FINANCE AUTH...	10/1/2026	10/02/2026	NMFA DW-4794 MONTHLY D...	403-1203-90910	118.57
				Fund 403 - Pledge State DEBT SERVICE Total:	**26,210.13**
Fund: 501 - Cemetary					
HOT SPRINGS CEMETERY ASS...	9/30/2026	10/08/2026	HOT SPRINGS CEMETERY CON...	501-1803-47415	1,200.00
				Fund 501 - Cemetary Total:	**1,200.00**
Fund: 502 - UTILITY OFFICE-UTILITY BILLING					
XEROX CORP OLD	026393833	10/08/2026	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	377.47
PITNEY BOWES INC	1030200352	10/16/2026	UTILITY POSTAGE INK	502-3601-44606	805.05
WEX BANK	115557466 - UT	10/16/2026	OPEN PO DRAWDOWN FOR G...	502-3601-43316	93.02
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	UTILITY OFFICE	502-3601-41226	263.57
MARLIN LEASING CORPORATI...	42906525	10/22/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43465	399.62
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	FOLDERS	502-3601-44606	4.42
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	INVISIBLE TAPE	502-3601-44606	5.12
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	WALL CALENDARS FRONT	502-3601-44606	6.88
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	DRY ERASE MARKER	502-3601-44606	7.95
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	MONTHLY PLANNER	502-3601-44606	8.18
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	BINDER CLIPS MEDIUM	502-3601-44606	12.96
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	AIR FRESHENER	502-3601-44606	13.30
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	CLASS CLEANER	502-3601-44606	13.64
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	STAPLES CALENDAR WALL	502-3601-44606	4.17
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	KLEENEX	502-3601-44606	53.82
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	COPY PAPER	502-3601-44606	110.76
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	#10 BLANK WINDOW ENVELO...	502-3601-44606	25.88
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	PINK COPY PAPER	502-3601-44606	51.20
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	DESK CALENDARS	502-3601-44606	37.02
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	DISINFECTING WIPES	502-3601-44606	36.96

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	NOTEBOOK	502-3601-44606	16.32
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	PURELL HAND SANITIZER	502-3601-44606	36.06
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	STAMP DATE PAID	502-3601-44606	25.35
STAPLES CONTRACT & COMM...	6076453774	10/22/2026	PENS	502-3601-44606	16.80
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	UTILITY OFFICE	502-3601-41226	263.58
VERIZON WIRELESS	6155863263	10/29/2026	UTILITY BILLING OPEN PO FY2...	502-3601-43775	201.32
POSTMASTER	37779261 - 10-27/2026	10/30/2026	UB POSTAGE FOR CITY OF T.O...	502-3601-43735	10,000.00
			Fund 502 - UTILITY OFFICE-UTILITY BILLING Total:		**12,890.42**
Fund: 503 - Electric					
DELL TECHNOLOGIES	10892849027	10/02/2026	DELL PRO SLIM PLUS QBS1250	503-3702-44613	3,471.52
WESTERN UNITED ELECTRIC	6185636	10/02/2026	HDSO57 CLAMP DE SHOE SIDE...	503-3702-44607	374.25
WESTERN UNITED ELECTRIC	6185637	10/02/2026	DG-4545 GRIP DE 2/0 ACSR 8-...	503-3702-44607	418.00
AMERICAN PUBLIC POWER AS...	000339337	10/08/2026	TOTAL KWH	503-3702-43770	505.24
AMERICAN PUBLIC POWER AS...	000339337	10/08/2026	FTE CLASSIFICATION SCORE: 8	503-3702-43770	75.00
AMERICAN PUBLIC POWER AS...	000339337	10/08/2026	TOTAL CUSTOMER/METERS	503-3702-43770	475.77
AMERICAN PUBLIC POWER AS...	000339337	10/08/2026	RETAIL REVENUE AND WHOLE...	503-3702-43770	3,396.59
TRIPLE H SOLAR LLC	0433	10/08/2026	TRIPLE H SOLAR OPEN PO FY 2...	503-3702-48598	3,440.00
REEDS TIRE CENTER	17635	10/08/2026	RIM 16" 8HOLE	503-3702-47420	85.00
REEDS TIRE CENTER	17635	10/08/2026	235 80 10 INCH	503-3702-47420	128.00
DOCUMENT SOLUTION INC	433437	10/08/2026	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	19.76
WESTERN UNITED ELECTRIC	6186377	10/08/2026	FRIEGHT	503-3702-44607	65.12
WESTERN UNITED ELECTRIC	6186377	10/08/2026	ERL2016C540DGRAY EVOLVE ...	503-3702-44607	1,162.90
LANDIS+GYR TECHNOLOGY INC	90437463	10/08/2026	L&G SAAS OPEN PO 26/27	503-3702-43770	1,860.00
CONSOLIDATED ELECTRICAL D...	0146-1160632	10/16/2026	TRASP SMP4100	503-3702-44607	802.40
CONSOLIDATED ELECTRICAL D...	0146-1160632	10/16/2026	FREIGHT	503-3702-44607	40.34
CONSOLIDATED ELECTRICAL D...	0146-1160632	10/16/2026	TRASP 4100SK	503-3702-44607	130.12
TRI STATE GENERATION & TR...	1085007	10/16/2026	OPEN PO DRAWDOWN (FY 26...	503-3702-50795	43,163.76
VERIZON WIRELESS	6154942990	10/16/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43775	59.35
TESTONS FREEWAY CHEVRON	7053	10/16/2026	GAS/DIESEL PURCHASES- OPE...	503-3702-43316	2,462.95
SIERRA ELECTRIC CO-OP INC	716800 - 10/6/2026	10/16/2026	OPEN PO DRAWDOWN FOR FY..	503-3702-50795	356,890.53
ELECTRIC BANK OF AMERICA	9/30/26 - EL	10/16/2026	GREATVALUE 40CT CASE OF ...	503-3702-44607	54.70
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	PUBLIC WORKS	503-3702-41226	158.30
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	ELECTRIC DEPT	503-3702-41226	304.20
GOLDMAN SACHS RENEWABL...	1005149	10/22/2026	OPEN PO DRAWDOWN (FY 26...	503-3702-50795	15,595.57
REEDS TIRE CENTER	17686	10/22/2026	275 65 18 HERCULES TERRS TI...	503-3702-47420	1,020.00
REEDS TIRE CENTER	17686	10/22/2026	DISPOSAL	503-3702-47420	12.00
MERCHANT JOB TRAINING & ...	20024	10/22/2026	TUITION MERCHANT TEST FOR..	503-3702-42720	550.00
MERCHANT JOB TRAINING & ...	20024	10/22/2026	TUITION MERCHANT TEST FOR..	503-3702-42720	550.00
MERCHANT JOB TRAINING & ...	20024	10/22/2026	TUITION MERCHANT TEST FOR..	503-3702-42720	550.00
MARLIN LEASING CORPORATI...	42906525	10/22/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43465	124.88
DOCUMENT SOLUTION INC	436131	10/22/2026	ELECTRIC DEPT SHARP OVERA...	503-3702-43465	6.21
WESTERN UNITED ELECTRIC	6186549	10/22/2026	FREIGHT	503-3702-44607	215.71
WESTERN UNITED ELECTRIC	6186549	10/22/2026	0201THHNBLK 2 AWG STRAN...	503-3702-44607	1,500.00
WESTERN UNITED ELECTRIC	6186549	10/22/2026	2/001THHNBLK 2/0 STRANDED..	503-3702-44607	3,350.00
WESTERN UNITED ELECTRIC	6186870	10/22/2026	0201THHNBLK 2 AWG STRAN...	503-3702-44607	1,500.00
WESTERN UNITED ELECTRIC	6186870	10/22/2026	FREIGHT	503-3702-44607	396.80
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	PUBLIC WORKS	503-3702-41226	158.30
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	ELECTRIC DEPT	503-3702-41226	304.20
VERIZON WIRELESS	6155863263	10/29/2026	ELECTRIC DEPT OPEN PO FY26...	503-3702-43775	238.79
MARTO ENERGY	102426-01	10/30/2026	LABOR TAXES	503-3702-47415	4,606.25
MARTO ENERGY	102426-01	10/30/2026	CLANCEY & GRAY DEFOLIATE	503-3702-47415	9,000.00
MARTO ENERGY	102426-01	10/30/2026	GEOFFERY AUGER	503-3702-47415	5,000.00
MARTO ENERGY	102426-01	10/30/2026	N CABALLO AUGER 8' NEUT	503-3702-47415	5,000.00
MARTO ENERGY	102426-01	10/30/2026	DANIELS & AUSTIN I CONCRE...	503-3702-47415	6,000.00
MARTO ENERGY	102426-01	10/30/2026	DANIELS & AUSTIN II CONCRE...	503-3702-47415	6,000.00
MARTO ENERGY	102426-01	10/30/2026	CLANCEY & CHARLES DEFOILA...	503-3702-47415	9,000.00
MARTO ENERGY	102426-01	10/30/2026	STATE POLICE I AUGER, 45'	503-3702-47415	6,000.00
MARTO ENERGY	102426-01	10/30/2026	COOK	503-3702-47415	9,000.00
WESTERN AREA POWER ADM...	JJPB1798A0926	10/30/2026	OPEN PO DRAWDOWN FOR FY..	503-3702-50795	41,501.21
			Fund 503 - Electric Total:		**546,723.72**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 504 - Water					
UNIFIRST HOLDINGS INC DBA ...	2880376429	05/22/2026	UNIFORMS FOR W/WW FY 25...	504-3803-42620	41.53
BAKER UTILITY SUPPLY CORP	INV344163	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	1,992.66
BAKER UTILITY SUPPLY CORP	INV344860	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	1,085.65
BAKER UTILITY SUPPLY CORP	INV344879	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	4,165.80
BAKER UTILITY SUPPLY CORP	INV344886	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	1,939.00
BAKER UTILITY SUPPLY CORP	INV345121	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	3,886.00
BAKER UTILITY SUPPLY CORP	INV345446	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	147.00
BAKER UTILITY SUPPLY CORP	INV345447	06/29/2026	OPEN P.O FOR FIELD SUPPLIES...	504-3803-44607	572.00
USA BLUEBOOK	INV01088272	08/07/2026	SPECIAL ORDER - 3/4" WATE...	504-3803-44615	174.78
NORTHERN TOOL & EQUIPME...	A9249ACB	10/02/2026	GAS POWERED CONCRETE S...	504-3803-44810	695.68
NORTHERN TOOL & EQUIPME...	A9249ACB	10/02/2026	MILWAUKEE IMPACT WRENCH	504-3803-44810	144.21
NORTHERN TOOL & EQUIPME...	A9249ACB	10/02/2026	MILWAUKEE SAWZALL	504-3803-44810	120.46
NORTHERN TOOL & EQUIPME...	A9249ACB	10/02/2026	MILWAUKEE CUT-OFF GRIND...	504-3803-44810	87.21
MARIO GONZALES	NI260619	10/02/2026	CHLORINATION AND SAFETY ...	504-3803-48598	812.81
MRSP LLC	SPMR4607	10/02/2026	SPMR WEB SEAT LICENSE AND...	504-3803-43770	2,266.43
MRSP LLC	SPMR4607	10/02/2026	SPMR SMARTPHONE LISCENCE..	504-3803-43770	6,799.29
MRSP LLC	SPMR4607	10/02/2026	SPMR SMARTPHONE DATA H...	504-3803-43770	1,528.52
JESSE COLE	100126	10/08/2026	JESSE COLE CONTRACT FOR ...	504-3803-48598	8,216.60
T OR C HARDWARE INC	118361/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	18.30
T OR C HARDWARE INC	188378/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	4.91
T OR C HARDWARE INC	188382/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	39.50
T OR C HARDWARE INC	188389/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	4.45
T OR C HARDWARE INC	188390/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	9.94
T OR C HARDWARE INC	188399/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	7.09
T OR C HARDWARE INC	188499/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	18.30
T OR C HARDWARE INC	188502/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	22.28
T OR C HARDWARE INC	188509/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	5.15
T OR C HARDWARE INC	188533/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	1.99
T OR C HARDWARE INC	188681/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	8.73
T OR C HARDWARE INC	188729/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	14.55
T OR C HARDWARE INC	188731/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	11.97
T OR C HARDWARE INC	188747/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	5.62
T OR C HARDWARE INC	188750/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	3.25
T OR C HARDWARE INC	188751/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	0.67
T OR C HARDWARE INC	188757/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	2.77
T OR C HARDWARE INC	188758/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	4.13
T OR C HARDWARE INC	188759/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	3.65
T OR C HARDWARE INC	188774/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	11.61
T OR C HARDWARE INC	188782/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	3.53
T OR C HARDWARE INC	188783/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	7.06
T OR C HARDWARE INC	188785/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	2.84
T OR C HARDWARE INC	188797/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	504-3803-44607	1.35
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	8PC SHOVEL MOUNT FOR RO...	504-3803-44607	39.99
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	E TRACK ACCESSORIES 10PC 5...	504-3803-44607	20.49
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	24PC BROOM AND MOP HOL...	504-3803-44607	12.49
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	CARGO LARGE E TRACK STOR...	504-3803-44607	55.53
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	24 PACK D RINGS TIE DOWN ...	504-3803-44607	10.44
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	CARGO MALL E TRACK TIE D...	504-3803-44607	48.99
SANCO OIL LLC	2388	10/08/2026	OPEN PO FOR WATER FUEL (F...	504-3803-43316	108.85
SANCO OIL LLC	2397	10/08/2026	OPEN PO FOR WATER FUEL (F...	504-3803-43316	150.11
UNIFIRST HOLDINGS INC DBA ...	2880421406	10/08/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	65.77
FOXWORTH GALBRAITH	3988588-063	10/08/2026	PLYWOOD FOR WELL 6 ROOFI...	504-3803-47415	39.89
UNIFIRST FIRST AID CORP	83604000333	10/08/2026	FIRST AID KIT REFILLS	504-3803-44615	219.40
BAKER UTILITY SUPPLY CORP	INV348853	10/08/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	460.20
BAKER UTILITY SUPPLY CORP	INV348857	10/08/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	225.20
BULLOCKS INC	0110	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	2.39
BULLOCKS INC	0148	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	2.39
BULLOCKS INC	0275	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	2.39
TAXATION AND REVENUE	10/9/2026	10/16/2026	WATER CONSERVATION FEE FY..	504-3803-43797	1,291.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BULLOCKS INC	1050	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	2.39
WEX BANK	115557466 - WA	10/16/2026	OPEN PO FOR WATER FUEL (F...	504-3803-43316	2,476.84
BULLOCKS INC	1597	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	2.39
UNIFIRST HOLDINGS INC DBA ...	2880423709	10/16/2026	OPEN PO DRAWDOWN FOR ...	504-3803-42620	90.34
BULLOCKS INC	5585	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	2.15
BULLOCKS INC	5670	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	2.15
SMITHCO CONSTRUCTION INC	595-24-028 BIRCH	10/16/2026	LEAK REPAIR	504-3803-48598	9,163.40
BULLOCKS INC	6355	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	2.15
BULLOCKS INC	7250	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	3.59
BULLOCKS INC	7456	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	1.19
BULLOCKS INC	7720	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	7.15
WATER BANK OF AMERICA	9/30/26 - WA	10/16/2026	ENCLOSED CARGO TRAILER F...	504-3803-80810	1,949.00
BULLOCKS INC	9259	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	2.39
BULLOCKS INC	9320	10/16/2026	BULLOCKS DRAWDOWN OPEN..	504-3803-44607	3.59
BAKER UTILITY SUPPLY CORP	INV348986	10/16/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	655.75
BAKER UTILITY SUPPLY CORP	INV349081	10/16/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	3.10
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	WATER DEPT	504-3803-41226	328.27
AMAZON CAPITAL SERVICES I...	1DXD-7RWF-DRCK	10/22/2026	MULTIPURPOSE COPY PAPER	504-3803-44606	25.99
AMAZON CAPITAL SERVICES I...	1DXD-7RWF-DRCK	10/22/2026	PILOT G2 PREMIUM GELL PENS	504-3803-44606	35.79
AMAZON CAPITAL SERVICES I...	1DXD-7RWF-DRCK	10/22/2026	A76 BUTTON BATTERIES	504-3803-44606	14.94
AMAZON CAPITAL SERVICES I...	1DXD-7RWF-DRCK	10/22/2026	C CELL ALKALINE BATTERIES	504-3803-44606	8.75
AMAZON CAPITAL SERVICES I...	1F79-MHRL-JRJV	10/22/2026	CARGO MALL E TRACK STORA...	504-3803-44607	109.34
AMAZON CAPITAL SERVICES I...	1F79-MHRL-JRJV	10/22/2026	HEAVY DUTY ANTI SLIP TAPE	504-3803-44607	9.50
AMAZON CAPITAL SERVICES I...	1F79-MHRL-JRJV	10/22/2026	CARGO E TRACKS 5'	504-3803-44607	30.06
AMAZON CAPITAL SERVICES I...	1F79-MHRL-JRJV	10/22/2026	STORAGE PLASTIC TOTE CRATE..	504-3803-44607	78.04
AMAZON CAPITAL SERVICES I...	1LN1-CRVK-997R	10/22/2026	HEAVY DUTY PLASTIC SHELF B...	504-3803-44607	45.60
MARLIN LEASING CORPORATI...	42906525	10/22/2026	WATER DEPT OPEN PO FY26/...	504-3803-43465	49.96
MARIO GONZALES	NI260687	10/22/2026	LABOR AND TRAVEL	504-3803-48598	750.00
MARIO GONZALES	NI260687	10/22/2026	HYDRO 3/8" OD x 1/4" ID VAC...	504-3803-48598	15.00
MARIO GONZALES	NI260687	10/22/2026	ESTIMATED SHIPPING	504-3803-48598	90.00
MARIO GONZALES	NI260687	10/22/2026	ASCO SOLENOID VALVE 120/6...	504-3803-48598	1,364.54
MARIO GONZALES	NI260687	10/22/2026	HALOGEN REPLACEMENT BAT...	504-3803-48598	95.00
MARIO GONZALES	NI260687	10/22/2026	HYDRO EJ-1000 EJECTOR PM K...	504-3803-48598	100.00
MARIO GONZALES	NI260687	10/22/2026	2" PVC SCH 80 PIPING AND M...	504-3803-48598	200.00
MARIO GONZALES	NI260687	10/22/2026	HYDRO GA-180 REPLACEMENT..	504-3803-48598	120.00
MARIO GONZALES	NI260687	10/22/2026	HYDRO BLACK KYNAR TUBE C...	504-3803-48598	180.00
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	WATER DEPT	504-3803-41226	328.27
PVS DX INC	RE7013195-26	10/22/2026	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
PVS DX INC	RE7018091-26	10/22/2026	MONTHLY RENTAL CHARGE F...	504-3803-44605	100.00
VERIZON WIRELESS	6155863263	10/29/2026	WATER DEPT OPEN PO FY26/...	504-3803-43775	247.15
CARLOS SAENZ	10/27/2026	10/30/2026	TAX (LABOR)	504-3803-47425	267.99
CARLOS SAENZ	10/27/2026	10/30/2026	DOORS FOR MORGAN ST TAN...	504-3803-47425	7,940.74
ELLISHIA D BIERNER DBA SIER...	10943	10/30/2026	RETOW	504-3803-47420	150.00
ELLISHIA D BIERNER DBA SIER...	10943	10/30/2026	DAYS HELD	504-3803-47420	60.00
ELLISHIA D BIERNER DBA SIER...	10943	10/30/2026	ADMIN CHARGE	504-3803-47420	35.00
ELLISHIA D BIERNER DBA SIER...	10943	10/30/2026	TAX (LABOR)	504-3803-47420	33.83
ELLISHIA D BIERNER DBA SIER...	10943	10/30/2026	1-25 MILES (4 MILES)	504-3803-47420	28.00
ELLISHIA D BIERNER DBA SIER...	10943	10/30/2026	HOOK-UP	504-3803-47420	125.00
AMAZON CAPITAL SERVICES I...	1NTY-DPRG-1J6X	10/30/2026	PALLET OF WATER - 48 CASES	504-3803-44607	284.00
AMAZON CAPITAL SERVICES I...	1NTY-DPRG-1J6X	10/30/2026	SHIPPING	504-3803-44607	50.00
AFTERMATH SERVICES LLC	261004870	10/30/2026	BIOHAZARD REMEDIATION SE...	504-3803-47420	1,521.12
AFTERMATH SERVICES LLC	261004870	10/30/2026	TOTAL SALES TAX CALCULATE...	504-3803-47420	166.00
AFTERMATH SERVICES LLC	261004870	10/30/2026	REGUALTED MEDICAL WASTE ...	504-3803-47420	80.00
AFTERMATH SERVICES LLC	261004870	10/30/2026	SUPPLIES	504-3803-47420	335.93
AFTERMATH SERVICES LLC	261004870	10/30/2026	REGULATED MEDICAL WASTE...	504-3803-47420	45.00
PVS DX INC	747001289-26	10/30/2026	OPEN PO DRAWDOWN FOR C...	504-3803-44605	193.97
PVS DX INC	747002055-26	10/30/2026	OPEN PO DRAWDOWN FOR C...	504-3803-44605	1,520.25
ESRI INC	900333262	10/30/2026	TAXES	504-3803-48598	184.25
ESRI INC	900333262	10/30/2026	ESRI SOFTWARE RENEWAL	504-3803-48598	2,200.00
NM UTILITY OPERATOR CERTIF..	FOREMAN WS3 RETEST	10/30/2026	JAMIE FOREMAN WS3 RETEST	504-3803-42720	30.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BAKER UTILITY SUPPLY CORP	INV349353	10/30/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	12.40
BAKER UTILITY SUPPLY CORP	INV349354	10/30/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	3,329.35
BAKER UTILITY SUPPLY CORP	INV349356	10/30/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	1,530.00
BAKER UTILITY SUPPLY CORP	INV349550	10/30/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	1,984.50
BAKER UTILITY SUPPLY CORP	INV349790	10/30/2026	OPEN PO FOR FIELD SUPPLIES	504-3803-44607	28.50
SUPERIOR WEED AND PEST C...	SWP-2026-1021-84220	10/30/2026	TAX (LABOR)	504-3803-47415	54.44
SUPERIOR WEED AND PEST C...	SWP-2026-1021-84220	10/30/2026	WEED TREATEMENT AT COOK...	504-3803-47415	650.00
				Fund 504 - Water Total:	**79,278.83**
Fund: 505 - Solid Waste					
CITY OF LAS CRUCES	119903	10/02/2026	SCSWA WASTE DISPOSAL	505-3904-45601	56,708.51
T OR C HARDWARE INC	188493/6	10/08/2026	(2) 41131 ELBOW ADJUSTABLE...	505-3904-43403	6.28
T OR C HARDWARE INC	188582/6	10/08/2026	(1) 1020711 RYL EXT P&p SG ...	505-3904-43403	174.61
T OR C HARDWARE INC	188582/6	10/08/2026	(1) 1036528 PAINT TAPE BL 1....	505-3904-43403	11.91
T OR C HARDWARE INC	188582/6	10/08/2026	(1) 1006456 BRUXH SET 4P AC...	505-3904-43403	7.13
T OR C HARDWARE INC	188605/6	10/08/2026	(1) 1020602-C+K PR PNT SG N...	505-3904-43403	39.63
AMAZON CAPITAL SERVICES I...	1HW7-NQ64-N49K	10/08/2026	WINDEX GLASS & WINDOW C...	505-3904-44607	20.88
AMAZON CAPITAL SERVICES I...	1HW7-NQ64-N49K	10/08/2026	DEWALT SDS ROTARY HAMM ...	505-3904-44607	176.26
AMAZON CAPITAL SERVICES I...	1HW7-NQ64-N49K	10/08/2026	CLOROX CLEAN UP MS CLEAN...	505-3904-44607	15.78
AMAZON CAPITAL SERVICES I...	1HW7-NQ64-N49K	10/08/2026	DIABLE REBAR DEMON SDS-P...	505-3904-44607	11.06
DOCUMENT SOLUTION INC	433437	10/08/2026	SANITATION DEPTSHARP OVE...	505-3904-43465	39.61
WASTEQUIP MANUFACTURIN...	WQ10392363	10/08/2026	3 CY SIDE LOAD CONTAINER ...	505-3904-44613	8,760.00
WASTEQUIP MANUFACTURIN...	WQ10392363	10/08/2026	SPECIAL OTHER SMALL CONTA...	505-3904-44613	1,392.00
WASTEQUIP MANUFACTURIN...	WQ10392363	10/08/2026	LID LOCK-AUTOM.SERIOUS SI...	505-3904-44613	1,248.00
WASTEQUIP MANUFACTURIN...	WQ10392363	10/08/2026	SHIPPING	505-3904-44613	4,950.17
WASTEQUIP MANUFACTURIN...	WQ10392363	10/08/2026	EMCO LIFT ATTACHMENTS,IN...	505-3904-44613	1,464.00
AUTOZONE STORES LLC	02529504439	10/16/2026	(10) 690768 8834 OIL ABSORB...	505-3904-44607	80.00
AUTOZONE STORES LLC	02529504439	10/16/2026	(2) 690768 8834 OIL ABSORB...	505-3904-44607	36.36
AUTOZONE STORES LLC	02529504439	10/16/2026	(40)693860 10005-30 LUCAS ...	505-3904-44607	356.00
WEX BANK	115557466 - TR	10/16/2026	OPEN PO DRAWDOWN FOR F...	505-3904-43316	6,998.44
FERGUSON ENTERPRISES LLC	1610294	10/16/2026	(4) SILTSACK 2X2X3 FT SILTSA...	505-3904-44607	80.32
FERGUSON ENTERPRISES LLC	1610294	10/16/2026	FREIGHT	505-3904-44607	250.00
SOLID WASTE BANK OF AMER...	9/30/26 - TR	10/16/2026	12 CASES OF GV WATER	505-3904-44615	65.64
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	SOLID WASTE DEPT	505-3904-41226	597.91
AUTOZONE STORES LLC	02529505279	10/22/2026	(24) SP-DEF SHOP PRO DEF	505-3904-44607	239.76
CITY UTILITIES	10/8/26	10/22/2026	SANITATION DEPT LANDFILL	505-3904-45601	48,560.91
BORDER RECAPPING LLC	26-0372052-003	10/22/2026	(1) 68863 SPOT REPAIR W/RE...	505-3904-44607	14.86
BORDER RECAPPING LLC	26-0372052-003	10/22/2026	(3) 3002789-315/80R22.5 HA...	505-3904-44607	1,480.02
BORDER RECAPPING LLC	26-0372052-003	10/22/2026	(16) 16202-11R22.5 UNIROYAL...	505-3904-44607	7,212.96
BORDER RECAPPING LLC	26-0372052-003	10/22/2026	(2) 92846- 11R22.5 SPREAD A...	505-3904-44607	330.00
BORDER RECAPPING LLC	26-0372052-003	10/22/2026	(3) 388FC 11R22.5 FINISHED C...	505-3904-44607	240.00
BORDER RECAPPING LLC	26-0372052-003	10/22/2026	(1) 60927 CT-22 SECTION REPA...	505-3904-44607	19.00
BORDER RECAPPING LLC	26-0372052-003	10/22/2026	(1) 91202 REINFORCED NAIL ...	505-3904-44607	17.90
BORDER RECAPPING LLC	26-0372052-003	10/22/2026	(3) 02629FC 11R22.5 SPREAD ...	505-3904-44607	495.00
MARLIN LEASING CORPORATI...	42906525	10/22/2026	SOLID WASTE OPEN PO FY26/...	505-3904-43465	124.88
DOCUMENT SOLUTION INC	436131	10/22/2026	SANITATION DEPTSHARP OVE...	505-3904-43465	30.32
TALON SEPTIC & POTTY SERVI...	I4254	10/22/2026	SERVICE/LABOR TAX	505-3904-47415	39.78
TALON SEPTIC & POTTY SERVI...	I4254	10/22/2026	PUMP OUT SEPTIC TANK	505-3904-47415	475.00
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	SOLID WASTE DEPT	505-3904-41226	597.91
VERIZON WIRELESS	6155863263	10/29/2026	SANITATION OPEN PO FY26/27	505-3904-43775	135.54
PARKHILL SMITH & COOPER	04770426.00-1	10/30/2026	ENVIRONMENTAL LANDFILL ...	505-3904-48599	7,477.88
NNZ INC	242603134	10/30/2026	24000161-BULK BAG 36" X 36"...	505-3904-44607	210.00
RED WING SHOES OF LAS CRU...	INV-006560	10/30/2026	SAFETY BOOTS- JOSEPH SORG	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006560	10/30/2026	SAFETY BOOTS- FRANK AGUIR...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006560	10/30/2026	SAFETY BOOTS -SCDTT HURON	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	INV-006560	10/30/2026	SAFETY BOOTS - WESLEY MYE...	505-3904-44615	200.00
				Fund 505 - Solid Waste Total:	**151,992.22**
Fund: 506 - WWTP					
UNIFIRST HOLDINGS INC DBA ...	2880376429	05/22/2026	UNIFORMS FOR W/WW FY 25...	506-4005-42620	41.54
USA BLUEBODK	INV01088272	08/07/2026	SPECIAL ORDER - 3/4" WATE...	506-4005-44615	174.78
KENNETH C YUEN	1189	10/02/2026	TAX (LABOR)	506-4005-47425	120.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KENNETH C YUEN	1189	10/02/2026	A/C MAINTENANCE AT CLANC...	506-4005-47425	1,500.00
KENNETH C YUEN	1190	10/02/2026	TAX (LABOR)	506-4005-47425	40.47
KENNETH C YUEN	1190	10/02/2026	A/C MAINTENANCE AT REUSE ...	506-4005-47425	805.85
KENNETH C YUEN	1191	10/02/2026	TAX (LABOR)	506-4005-47425	64.00
KENNETH C YUEN	1191	10/02/2026	A/C MAINTENANCE AT VAC S...	506-4005-47425	800.00
EUROFINS ENVIRONMENTAL ...	84164	10/02/2026	TAX	506-4005-44605	81.21
EUROFINS ENVIRONMENTAL ...	84164	10/02/2026	EUROFINS PERMIT RENEWAL	506-4005-44605	1,065.00
EUROFINS ENVIRONMENTAL ...	8850038324	10/02/2026	INVOICE 8850038324 - WEEKL...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850038594	10/02/2026	INVOICE 8850038594 - WEEKL...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850039935	10/02/2026	INVOICE 8850039935 - COMP...	506-4005-44605	1,027.82
NORTHERN TOOL & EQUIPME...	A9249ACB	10/02/2026	MILWAUKEE CUT-OFF GRIND...	506-4005-44810	87.21
NORTHERN TOOL & EQUIPME...	A9249AC8	10/02/2026	MILWAUKEE SAWZALL	506-4005-44810	120.46
NORTHERN TOOL & EQUIPME...	A9249AC8	10/02/2026	MILWAUKEE IMPACT WRENCH	506-4005-44810	144.22
NORTHERN TOOL & EQUIPME...	A9249ACB	10/02/2026	GAS POWERED CONCRETE S...	506-4005-44810	695.68
AIRVAC INC	INV90355543	10/02/2026	HP CONTROLLER REBUILDING ...	506-4005-44607	1,079.72
AIRVAC INC	INV90355543	10/02/2026	AC CONTROLLER REBUILDING ...	506-4005-44607	1,148.24
AIRVAC INC	INV90355543	10/02/2026	CONTROLLER ACTIVIATION T...	506-4005-44607	155.72
JESSE COLE	100126	10/08/2026	JESSE COLE CONTRACT FOR ...	506-4005-48598	8,216.60
T OR C HARDWARE INC	118361/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	18.30
T OR C HARDWARE INC	188378/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	4.90
T OR C HARDWARE INC	188382/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	39.50
T OR C HARDWARE INC	188389/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	4.46
T OR C HARDWARE INC	188390/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	9.94
T OR C HARDWARE INC	188399/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	7.09
T OR C HARDWARE INC	188499/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	18.30
T OR C HARDWARE INC	188502/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	22.28
T OR C HARDWARE INC	188509/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	5.14
T OR C HARDWARE INC	188533/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	1.98
T OR C HARDWARE INC	188681/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	8.73
T OR C HARDWARE INC	188729/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	14.55
T OR C HARDWARE INC	188731/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	11.97
T OR C HARDWARE INC	188747/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	5.62
T OR C HARDWARE INC	188750/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	3.25
T OR C HARDWARE INC	188751/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	0.66
T OR C HARDWARE INC	188757/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	2.78
T OR C HARDWARE INC	188758/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	4.14
T OR C HARDWARE INC	188759/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	3.65
T OR C HARDWARE INC	188774/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	11.62
T OR C HARDWARE INC	188782/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	3.54
T OR C HARDWARE INC	188783/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	7.06
T OR C HARDWARE INC	188785/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	2.84
T OR C HARDWARE INC	188797/6	10/08/2026	OPEN PO FOR FIELD SUPPLIES ...	506-4005-44607	1.34
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	CARGO LARGE E TRACK STOR...	506-4005-44607	55.53
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	24 PACK D RINGS TIE DOWN ...	506-4005-44607	10.44
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	E TRACK ACCESSORIES 10PC S...	506-4005-44607	20.50
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	8PC SHOVEL MOUNT FOR RO...	506-4005-44607	39.99
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	24PC BROOM AND MOP HOL...	506-4005-44607	12.49
AMAZON CAPITAL SERVICES I...	1HCK-PHPM-731J	10/08/2026	CARGO MALL E TRACK TIE D...	506-4005-44607	49.00
UNIFIRST HOLDINGS INC DBA ...	2880421406	10/08/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	65.77
LYNNS LANDSCAPE	3686	10/08/2026	TAX (LABOR)	506-4005-47415	333.33
LYNNS LANDSCAPE	3686	10/08/2026	WEED REMOVAL & LANDSCAP...	506-4005-47415	3,980.00
DOCUMENT SOLUTION INC	433437	10/08/2026	WASTE WATER DEPT SHARP ...	506-4005-43465	112.35
UNIFIRST FIRST AID CORP	83604000333	10/08/2026	FIRST AID KIT REFILLS	506-4005-44615	219.39
UNIFIRST FIRST AID CORP	83604000334	10/08/2026	XL GLOVES	506-4005-44607	190.74
UNIFIRST FIRST AID CORP	83604000334	10/08/2026	LARGE GLOVES	506-4005-44607	190.74
BULLOCKS INC	0110	10/16/2026	BULLOCKS DRAWDOWN OPEN...	506-4005-44607	2.39
BULLOCKS INC	0148	10/16/2026	BULLOCKS DRAWDOWN OPEN...	506-4005-44607	2.39
BULLOCKS INC	0275	10/16/2026	BULLOCKS DRAWDOWN OPEN...	506-4005-44607	2.39
MARTO ENERGY	080226-01	10/16/2026	INSTALL OF A POWER RECOR...	506-4005-47420	650.25
VILLAGE OF WILLIAMSBURG	10/13/2026	10/16/2026	SEWER RECEIPTS FY 2026 - 20...	506-4005-48798	5,810.44

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARTO ENERGY	100826-02	10/16/2026	KEYPAD REPAIR AT EFFULENT ...	506-4005-47420	7,001.03
BULLOCKS INC	1050	10/16/2026	BULLOCKS DRAWDOWN OPEN..	506-4005-44607	2.39
BULLOCKS INC	1597	10/16/2026	BULLOCKS DRAWDOWN OPEN..	506-4005-44607	2.39
Q A BALANCE SERVICES INC	17231	10/16/2026	BALANCES	506-4005-44605	105.00
Q A BALANCE SERVICES INC	17231	10/16/2026	DO METERS	506-4005-44605	120.00
Q A BALANCE SERVICES INC	17231	10/16/2026	OVEN	506-4005-44605	120.00
Q A BALANCE SERVICES INC	17231	10/16/2026	pH METERS	506-4005-44605	110.00
Q A BALANCE SERVICES INC	17231	10/16/2026	INCUBATOR	506-4005-44605	120.00
Q A BALANCE SERVICES INC	17231	10/16/2026	TERMOMETERS	506-4005-44605	135.00
Q A BALANCE SERVICES INC	17231	10/16/2026	COLORIMETERS	506-4005-44605	240.00
Q A BALANCE SERVICES INC	17231	10/16/2026	WEIGHT SET	506-4005-44605	125.00
THREE CROSSES MAINTENAN...	189	10/16/2026	PARTS	506-4005-47425	559.62
THREE CROSSES MAINTENAN...	189	10/16/2026	MILEAGE	506-4005-47425	111.00
THREE CROSSES MAINTENAN...	189	10/16/2026	TRAVEL	506-4005-47425	312.50
THREE CROSSES MAINTENAN...	189	10/16/2026	TAX (LABOR)	506-4005-47425	134.92
THREE CROSSES MAINTENAN...	189	10/16/2026	REPLACE BATTERY & POTENTI...	506-4005-47425	625.00
UNIFIRST HOLDINGS INC DBA ...	2880423709	10/16/2026	OPEN PO DRAWDOWN FOR ...	506-4005-42620	90.34
BULLOCKS INC	5585	10/16/2026	BULLOCKS DRAWDOWN OPEN..	506-4005-44607	2.15
BULLOCKS INC	5670	10/16/2026	BULLOCKS DRAWDOWN OPEN..	506-4005-44607	2.15
SMITHCO CONSTRUCTION INC	S9S-24-028	10/16/2026	CLARIFIER BENT ARM REPAIR	506-4005-48598	874.22
BULLOCKS INC	6355	10/16/2026	BULLOCKS DRAWDOWN OPEN..	506-4005-44607	2.15
BULLOCKS INC	7250	10/16/2026	BULLOCKS DRAWDOWN OPEN..	506-4005-44607	3.58
BULLOCKS INC	7456	10/16/2026	BULLOCKS DRAWDOWN OPEN..	506-4005-44607	1.20
BULLOCKS INC	7720	10/16/2026	BULLOCKS DRAWDOWN OPEN..	506-4005-44607	7.14
EUROFINS ENVIRONMENTAL ...	8850044481	10/16/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850044551	10/16/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850045105	10/16/2026	OPEN PO STORMWATER QUA...	506-4005-44605	80.72
EUROFINS ENVIRONMENTAL ...	8850045162	10/16/2026	QUARTERLY TESTING OF WAS...	506-4005-44605	1,275.36
EUROFINS ENVIRONMENTAL ...	8850045178	10/16/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850045179	10/16/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850045297	10/16/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	866.38
EUROFINS ENVIRONMENTAL ...	8850045307	10/16/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
EUROFINS ENVIRONMENTAL ...	8850045528	10/16/2026	WEEKLY TESTING FOR WAST...	506-4005-44605	387.45
WATER BANK OF AMERICA	9/30/26 - WA	10/16/2026	ENCLOSED CARGO TRAILER F...	506-4005-80845	1,949.00
BULLOCKS INC	9259	10/16/2026	BULLOCKS DRAWDOWN OPEN...	506-4005-44607	2.39
BULLOCKS INC	9320	10/16/2026	BULLOCKS DRAWDOWN OPEN..	506-4005-44607	3.58
AIRVAC INC	INV90355514	10/16/2026	910001000 HP CONTROLLER ...	506-4005-44607	5,743.38
AIRVAC INC	INV90355595	10/16/2026	AC CONTROLLER/SENSOR UNIT	506-4005-44607	6,522.53
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	WASTE WATER DEPT	506-4005-41226	211.37
AMAZON CAPITAL SERVICES I...	1DXD-7RWF-DRCK	10/22/2026	MULTIPURPOSE COPY PAPER	506-4005-44606	26.00
AMAZON CAPITAL SERVICES I...	1DXD-7RWF-DRCK	10/22/2026	PILOT G2 PREMIUM GELL PENS	506-4005-44606	35.79
AMAZON CAPITAL SERVICES I...	1DXD-7RWF-DRCK	10/22/2026	C CELL ALKALINE BATTERIES	506-4005-44606	8.74
AMAZON CAPITAL SERVICES I...	1DXD-7RWF-DRCK	10/22/2026	A76 BUTTON BATTERIES	506-4005-44606	14.94
AMAZON CAPITAL SERVICES I...	1F79-MHRL-JRJV	10/22/2026	CARGO MALL E TRACK STORA...	506-4005-44607	109.34
AMAZON CAPITAL SERVICES I...	1F79-MHRL-JRJV	10/22/2026	STORAGE PLASTIC TOTE CRATE..	506-4005-44607	78.03
AMAZON CAPITAL SERVICES I...	1F79-MHRL-JRJV	10/22/2026	CARGO E TRACKS 5'	506-4005-44607	30.07
AMAZON CAPITAL SERVICES I...	1F79-MHRL-JRJV	10/22/2026	HEAVY DUTY ANTI SLIP TAPE	506-4005-44607	9.49
AMAZON CAPITAL SERVICES I...	1LN1-CRVK-997R	10/22/2026	HEAVY DUTY PLASTIC SHELF B...	506-4005-44607	45.60
MARLIN LEASING CORPORATI...	42906525	10/22/2026	WASTE WATER OPEN PO FY26...	506-4005-43465	249.74
DOCUMENT SOLUTION INC	436131	10/22/2026	WASTE WATER DEPT SHARP ...	506-4005-43465	167.64
EUROFINS ENVIRONMENTAL ...	8850045010	10/22/2026	EUROFINS PERMIT RENEWAL -...	506-4005-44605	1,146.21
EUROFINS ENVIRONMENTAL ...	8850045046	10/22/2026	EUROFINS PERMIT RENEWAL -...	506-4005-44605	1,146.21
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	WASTE WATER DEPT	506-4005-41226	208.88
VERIZON WIRELESS	6155863263	10/29/2026	WASTE WATER DEPT OPEN FY...	506-4005-43775	361.69
AMAZON CAPITAL SERVICES I...	1NTY-DPRG-1J6X	10/30/2026	PALLET OF WATER - 48 CASES	506-4005-44607	284.00
AMAZON CAPITAL SERVICES I...	1NTY-DPRG-1J6X	10/30/2026	SHIPPING	506-4005-44607	50.00
ESRI INC	900333262	10/30/2026	TAXES	506-4005-48598	184.25
ESRI INC	900333262	10/30/2026	ESRI SOFTWARE RENEWAL	506-4005-48598	2,200.00
				Fund 506 - WWTP Total:	**67,205.86**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 508 - Golf Course					
MASEK ROCKY MOUNTAIN GO...	02-111776	10/08/2026	OPEN PO GOLF CART LEASE F...	508-4303-43465	979.28
DOCUMENT SOLUTION INC	433437	10/08/2026	GOLF COURSE SHARP OVERA...	508-4303-43465	9.70
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	GOLF COURSE	508-4303-41226	85.87
MASEK ROCKY MOUNTAIN GO...	02-112439	10/22/2026	OPEN PO GOLF CART LEASE F...	508-4303-43465	979.28
MARLIN LEASING CORPORATI...	42906525	10/22/2026	GOLF COURSE OPEN PO FY26/...	508-4303-43465	249.74
DOCUMENT SOLUTION INC	436131	10/22/2026	GOLF COURSE SHARP OVERA...	508-4303-43465	11.88
SANCO OIL LLC	53851	10/22/2026	FUEL FOR GOLF COURSE	508-4303-43316	569.64
SANCO OIL LLC	53851	10/22/2026	DELIVERY FEE FOR FUEL	508-4303-43316	26.04
SANCO OIL LLC	53852	10/22/2026	DELIVERY FEE FOR FUEL	508-4303-43316	23.96
SANCO OIL LLC	53852	10/22/2026	FUEL FOR GOLF COURSE	508-4303-43316	1,014.32
TALON SEPTIC & POTTY SERVI...	I4343	10/22/2026	OPEN PO FOR PORTA POT RE...	508-4303-43465	100.00
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	GOLF COURSE	508-4303-41226	87.98
VERIZON WIRELESS	6155863263	10/29/2026	GOLF COURSE OPEN PO FY26/...	508-4303-43775	61.05
				Fund 508 - Golf Course Total:	**4,198.74**
Fund: 509 - Muni Airport					
TECH 45 AIRPORT MANAGEM...	001141	10/08/2026	MONTHLY MANAGEMENT AG...	509-4403-48598	17,027.14
TECH 45 AIRPORT MANAGEM...	01142	10/08/2026	MONTHLY MANAGEMENT AG...	509-4403-48598	7,000.00
WINDSTREAM CORPORATION	101112924 - 10/19/26	10/22/2026	AIRPORT OPEN PO FY26/27	509-4403-43775	455.98
MARLIN LEASING CORPORATI...	42906525	10/22/2026	AIRPORT OPEN PO FY26/27	509-4403-43465	49.96
VERIZON WIRELESS	6155863263	10/29/2026	AIRPORT OPEN PO FY26/27	509-4403-43775	116.22
				Fund 509 - Muni Airport Total:	**24,649.30**
Fund: 600 - Internal Serv					
AMAZON CAPITAL SERVICES I...	16N4-VR4P-41H9	10/02/2026	SPLITTER EXTENSION	600-7003-47420	24.98
OREILLY AUTO PARTS INC	2162-226974	10/02/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	210.00
JOSE LUIS SIMENTAL SR	23708	10/02/2026	MDMAX DIAG SCAN TOOL CA...	600-7003-43815	11,549.95
WAGNER EQUIPMENT CO	S12WO87585S	10/02/2026	MISC. SHOP SUPPLIES FOR R&...	600-7003-47420	182.96
WAGNER EQUIPMENT CO	S12WO875855	10/02/2026	LABOR FOR MACHINE CLEAN	600-7003-47420	453.47
WAGNER EQUIPMENT CO	S12WO875855	10/02/2026	MISC SHOP SUPPLIES TO REC...	600-7003-47420	84.37
WAGNER EQUIPMENT CO	S12WO875855	10/02/2026	TROUBLESHOOT FOR HYDRAL...	600-7003-47420	906.93
WAGNER EQUIPMENT CO	S12WO87585S	10/02/2026	LABOR TO RECONDITION BUC...	600-7003-47420	1,360.39
WAGNER EQUIPMENT CO	S12WO87S855	10/02/2026	LABOR TO REMOVE AND INST...	600-7003-47420	1,360.39
WAGNER EQUIPMENT CO	S12WO8758SS	10/02/2026	PARTS TO RECONDITION BUC...	600-7003-47420	1,699.23
WAGNER EQUIPMENT CO	S12WO875855	10/02/2026	PARKING BRAKE TROUBLESH...	600-7003-47420	680.20
SOUTHWESTERN EQUIPMENT...	048413	10/08/2026	TAILGATE SEAL REPLACEMENT	600-7003-47420	93.60
SOUTHWESTERN EQUIPMENT...	048413	10/08/2026	ESTIMATED FREIGHT	600-7003-47420	38.00
REEDS TIRE CENTER	17561	10/08/2026	OPEN PO FOR TIRES AND SUP...	600-7003-44626	83.34
OREILLY AUTO PARTS INC	2162-227897	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	370.00
JESSICA MULLER DBA FREED...	2231-5997407	10/08/2026	OPEN PO FOR WINDSHIELD & ...	600-7003-47420	535.00
SIERRA AUTO PARTS LLC	349795	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	15.12
SIERRA AUTO PARTS LLC	349811	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	519.66
SIERRA AUTO PARTS LLC	349821	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	76.77
SIERRA AUTO PARTS LLC	349840	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	108.34
SIERRA AUTO PARTS LLC	349936	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	19.96
SIERRA AUTO PARTS LLC	349991	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	164.95
SIERRA AUTO PARTS LLC	350085	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	68.98
SIERRA AUTO PARTS LLC	350117	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	15.98
SIERRA AUTO PARTS LLC	350163	10/08/2026	OPEN PO FOR SHOP SUPPLIES ...	600-7003-44607	74.66
SIERRA AUTO PARTS LLC	350174	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	21.96
SIERRA AUTO PARTS LLC	350197	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	445.16
SIERRA AUTO PARTS LLC	350239	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	21.96
SIERRA AUTO PARTS LLC	350240	10/08/2026	OPEN PO FOR SHOP SUPPLIES ...	600-7003-44607	62.15
SIERRA AUTO PARTS LLC	350241	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	20.30
SIERRA AUTO PARTS LLC	350243	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	82.27
SIERRA AUTO PARTS LLC	350247	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	33.99
SIERRA AUTO PARTS LLC	350264	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	19.38
SIERRA AUTO PARTS LLC	350337	10/08/2026	OPEN PO FOR SHOP SUPPLIES ...	600-7003-44607	542.91
SIERRA AUTO PARTS LLC	350345	10/08/2026	OPEN PO FOR SHOP SUPPLIES ...	600-7003-44607	44.74
SIERRA AUTO PARTS LLC	350349	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	19.96
SIERRA AUTO PARTS LLC	350357	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	21.96

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	350374	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	79.20
SIERRA AUTO PARTS LLC	350405	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	14.35
SIERRA AUTO PARTS LLC	350446	10/08/2026	OPEN PO FOR SHOP SUPPLIES ...	600-7003-44607	180.21
SIERRA AUTO PARTS LLC	350473	10/08/2026	OPEN PO FOR SHOP SUPPLIES ...	600-7003-44607	166.62
SIERRA AUTO PARTS LLC	350487	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	8.89
SIERRA AUTO PARTS LLC	350493	10/08/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	212.68
DOCUMENT SOLUTION INC	433437	10/08/2026	SERVICE CENTER SHARP OVER...	600-7003-43465	17.87
WEX BANK	115557466 - FL	10/16/2026	OPEN PO DRAWDOWN FOR F...	600-7003-43316	756.06
OREILLY AUTO PARTS INC	2162-228104	10/16/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	1,067.03
OREILLY AUTO PARTS INC	2162-228155	10/16/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	27.97
CENTURY EQUIPMENT COMP...	AP38406	10/16/2026	OUTGOING FREIGHT	600-7003-47420	45.00
CENTURY EQUIPMENT COMP...	AP38406	10/16/2026	LEFT SIDE MIRROR	600-7003-47420	259.36
CENTURY EQUIPMENT COMP...	AP38406	10/16/2026	DOT LIGHT BAR KIT	600-7003-47420	750.00
NM RETIREE HEALTH CARE	PPE 2026-10-02	10/16/2026	FLEET SERVICE CENTER	600-7003-41226	184.56
R J BORDER INTERNATIONAL LP	X400145667.01	10/16/2026	OPEN PO FOR PARTS FOR FY 2...	600-7003-47420	193.60
R J BORDER INTERNATIONAL LP	X400147011.01	10/16/2026	OPEN PO FOR PARTS FOR FY 2...	600-7003-47420	343.12
MARLIN LEASING CORPORATI...	42906525	10/22/2026	SERVICE CENTER OPEN PO FY...	600-7003-43465	74.92
DOCUMENT SOLUTION INC	436131	10/22/2026	SERVICE CENTER SHARP OVER...	600-7003-43465	17.82
NM RETIREE HEALTH CARE	PPE 2026-10-16	10/22/2026	FLEET SERVICE CENTER	600-7003-41226	219.26
VERIZON WIRELESS	6155863263	10/29/2026	SERVICE CENTER OPEN PO FY...	600-7003-43775	225.15
REEDS TIRE CENTER	17676	10/30/2026	OPEN PO FOR TIRES AND SUP...	600-7003-44626	37.93
OREILLY AUTO PARTS INC	2162-228498	10/30/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	29.41
OREILLY AUTO PARTS INC	2162-228684	10/30/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	160.98
OREILLY AUTO PARTS INC	2162-228685	10/30/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	52.17
OREILLY AUTO PARTS INC	2162-228695	10/30/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	623.63
OREILLY AUTO PARTS INC	2162-228993	10/30/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	13.98
OREILLY AUTO PARTS INC	2162-229340	10/30/2026	OPEN PO DRAWDOWN FOR V...	600-7003-47420	71.46
				Fund 600 - Internal Serv Total:	**27,867.20**
				Grand Total:	**3,513,710.61**

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	323,457.00
201 - Corrections	1,650.00
209 - Fire	25,233.92
211 - Law Enforce Prot	10,428.02
214 - Lodgers Tax	39,255.20
216 - Muni Street	258,007.52
294 - State Library	393.34
295 - Muni Pool	4,228.57
296 - PD GRT	11,899.15
299 - SPECIAL REVENUE FUNDS	8,275.57
303 - Vet Wall	409.09
305 - CI Gen	5,403.13
321 - WATER SYSTEM IMPROVEMENTS	556,117.57
360 - NMFA PROJECTS	66,514.02
380 - OTHER STATE FUNDED PROJECTS	1,260,222.09
403 - Pledge State DEBT SERVICE	26,210.13
501 - Cemetary	1,200.00
502 - UTILITY OFFICE-UTILITY BILLING	12,890.42
503 - Electric	546,723.72
504 - Water	79,278.83
505 - Solid Waste	151,992.22
506 - WWTP	67,205.86
508 - Golf Course	4,198.74
509 - Muni Airport	24,649.30
600 - Internal Serv	27,867.20
Grand Total:	**3,513,710.61**

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42720	EMPLOYEE TRAINING-G...	651.72
101-1000-43597	ATTORNEY FEES-GOVER...	8,986.49
101-1000-43598	PROFESSIONAL SERV-G...	1,619.06
101-1000-43775	TELEPHONE	116.22
101-1000-60725	GRANTS TO SUB-RECIPI...	12,500.00
101-1001-41226	RETIREE INSURANCE	363.98
101-1001-43316	FUEL	73.16
101-1001-43465	RENT OF EQUIPMENT	577.49
101-1001-43740	PRINTING/PUBLISHING	161.70
101-1001-43775	TELEPHONE	228.13
101-1003-41226	RETIREE INSURANCE	717.08
101-1003-42720	EMPLOYEE TRAINING-OF...	1,050.00
101-1003-43316	FUEL	132.90
101-1003-43465	RENT OF EQUIPMENT	1,901.47
101-1003-43740	PRINTING/PUBLISHING	682.82
101-1003-43770	SUBSCRIPTION & DUES	220.00
101-1003-43771	SUBSCRIPTION & DUES - ...	128.77
101-1003-43775	TELEPHONE	396.83
101-1003-44606	OFFICE SUPPLIES	531.91
101-1003-48599	OTHER CONTRACTUAL S...	1,122.87
101-1004-41226	RETIREE INSURANCE	724.12
101-1004-42310	PER DIEM-ADMIN OFFIC...	1,601.06
101-1004-42720	EMPLOYEE TRAINING-A...	670.00
101-1004-43316	FUEL	134.30
101-1004-43465	RENT OF EQUIPMENT	861.93
101-1004-43770	SUBSCRIPTION & DUES	100.00
101-1004-43775	TELEPHONE	191.68
101-1004-43999	OPERATING COSTS	5.08

Account Summary

Account Number	Account Name	Payment Amount
101-1004-44606	OFFICE SUPPLIES	1,252.27
101-1006-41226	RETIREE INSURANCE	361.54
101-1006-42310	PER DIEM-ANIMAL SHEL...	670.83
101-1006-43316	FUEL	24.72
101-1006-43770	SUBSCRIPTION & DUES	150.00
101-1006-43775	TELEPHONE	141.07
101-1006-44606	OFFICE SUPPLIES	57.35
101-1006-44607	FIELD SUPPLIES	601.80
101-1006-48598	PROFESSIONAL SERVICES	1,558.12
101-1007-41226	RETIREE INSURANCE	2,715.20
101-1007-42310	PER DIEM-POLICE DEPT	1,157.38
101-1007-42720	EMPLOYEE TRAINING-P...	600.00
101-1007-43316	FUEL	7,691.62
101-1007-43465	RENT OF EQUIPMENT	1,043.89
101-1007-43775	TELEPHONE	1,303.28
101-1007-44606	OFFICE SUPPLIES	347.62
101-1007-48598	PROFESSIONAL SERVICES	163.93
101-1007-48599	OTHER CONTRACTUAL S...	70,396.75
101-1008-41226	RETIREE INSURANCE	251.00
101-1008-42310	PER DIEM-CODE ENF/AN...	32.22
101-1008-42720	EMPLOYEE TRAINING-C...	800.00
101-1008-43316	FUEL	1,136.29
101-1008-43775	TELEPHONE	214.62
101-1009-41226	RETIREE INSURANCE	361.44
101-1009-42720	EMPLOYEE TRAINING-M...	167.24
101-1009-43316	FUEL	1,358.75
101-1009-43465	RENT OF EQUIPMENT	1,353.88
101-1009-43770	SUBSCRIPTION & DUES	250.00
101-1009-43775	TELEPHONE	137.66
101-1009-44607	FIELD SUPPLIES-MUNI R...	2,059.87
101-1009-47415	MAINTENANCE--REPAIRS..	1,888.68
101-1010-41226	RETIREE INSURANCE	211.72
101-1010-43740	PRINTING/PUBLISHING	1,109.90
101-1010-43775	TELEPHONE	42.33
101-1010-44606	OFFICE SUPPLIES	227.03
101-1013-41226	RETIREE INSURANCE	280.76
101-1013-42720	EMPLOYEE TRAINING	167.24
101-1013-43316	FUEL	178.56
101-1013-44606	OFFICE SUPPLIES	66.37
101-1013-44607	FIELD SUPPLIES	1,108.41
101-1014-41226	RETIREE INSURANCE	475.68
101-1014-43316	FUEL	807.14
101-1014-43403	REGULAR BUILDING MA...	4,731.36
101-1014-43465	RENT OF EQUIPMENT	105.76
101-1014-43775	TELEPHONE	99.79
101-1014-44607	FIELD SUPPLIES-FACILITY...	2,497.29
101-1014-44613	NON-CAPITAL ITEMS	1,292.07
101-1014-44615	SAFETY EQUIPMENT	164.99
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1014-48597	VECTOR CONTROL SERVI...	9,875.32
101-1016-41226	RETIREE INSURANCE	489.28
101-1016-43775	TELEPHONE	115.01
101-1017-48599	OTHER CONTRACTUAL S...	43,318.09
101-1018-43780	UTILITIES	103,480.30
101-1018-43815	SOFTWARE LIC/SOFTWA...	4,068.84
101-1018-46734	NMSIF INSURANCE	2,924.33
101-1018-48596	AUDIT CONTRACT	6,340.82
101-1099-34348	RENT OF PUBLIC FACILIT...	2,525.00

Account Summary

Account Number	Account Name	Payment Amount
201-1903-48710	CARE OF PRISONERS-SIE...	1,650.00
209-1603-43316	FUEL	580.35
209-1603-43465	RENT OF EQUIPMENT	501.36
209-1603-43775	TELEPHONE	268.70
209-1603-43780	UTILITIES	1,414.74
209-1603-43999	OPERATING COSTS	3,793.88
209-1603-44607	FIELD SUPPLIES	3,462.55
209-1603-44615	SAFETY EQUIPMENT	13,642.34
209-1603-47415	MAINTENANCE--REPAIRS..	525.62
209-1603-47420	MAINTENANCE VEHICLE...	1,044.38
211-2003-42310	PER DIEM	334.79
211-2003-42535	EMPLOYEE TRAINING	1,510.00
211-2003-44573	UNIFORM & EQUIPMENT	3,944.62
211-2003-44615	SAFETY EQUIPMENT	12.99
211-2003-80810	OTHER CAPITAL EQUIPM...	4,625.62
214-2503-41226	RETIREE INSURANCE	114.48
214-2503-44608	FIELD SUPPLIES - GOLF ...	855.81
214-2540-43775	TELEPHONE	61.05
214-2540-60725	NON PROMOTIONAL SU...	21,571.96
214-2560-60725	PROMOTIONAL SUB-REC...	16,651.90
216-4503-41226	RETIREE INSURANCE	556.90
216-4503-43316	FUEL	6,158.91
216-4503-43465	RENT OF EQUIPMENT	204.43
216-4503-43550	ROADWAY MAINTENAN...	2,967.86
216-4503-43775	TELEPHONE	168.40
216-4503-44607	FIELD SUPPLIES-STREETS	630.36
216-4503-44613	NON-CAPITAL ITEMS	938.83
216-4503-47420	MAINT.VEHICLE/FURN/...	6,967.83
216-4503-80845	CAPITAL IMPROVEMENT...	239,414.00
294-5003-60834	STATE LIBRARY GRANT-...	393.34
295-4803-43465	RENT OF EQUIPMENT	49.96
295-4803-43775	TELEPHONE	68.61
295-4803-44607	FIELD SUPPLIES-MUNI P...	4,110.00
296-2403-43999	OPERATING COSTS	135.00
296-2403-44613	NON-CAPITAL ITEMS	2,934.06
296-2403-44615	SAFETY EQUIPMENT	3,565.87
296-2403-48598	PROFESSIONAL SERVICES	2,156.67
296-2403-80810	OTHER CAPITAL EQUIPM...	3,107.55
299-7051-48710	Professional Serv -BFAS ...	257.72
299-7067-48598	Professional Serv-NM VE...	7,321.85
299-7073-44607	BFAS GRANT 01-21-26 FI...	696.00
303-4703-43775	TELEPHONE	409.09
305-7029-80805	BUILDINGS & STRUCTUR...	5,403.13
321-7017-80860	INFRASTRUCTURE-WSPI-...	527,611.05
321-7042-80860	INFRASTRUCTURE-WSPI-...	28,506.52
360-7044-80860	INFRASTRUCTURE	41,899.37
360-7045-45600	ENTITY MATCH	1,627.77
360-7045-80860	INFRASTRUCTURE	14,649.94
360-7048-80860	INFRASTRUCTURE WPF-...	3,431.89
360-7074-45600	NMFA Project No. PG-70...	4,905.05
380-7034-80860	INFRASTRUCTURE	444,690.80
380-7056-80860	INFRASTRUCTURE -419-...	596,988.52
380-7058-80860	INFRA-NMDOT C024500...	175,872.45
380-7064-80860	INFRASTRUCTURE WW T...	37,981.32
380-7079-44607	Clean & Beautiful Grant ...	4,689.00
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.76
403-1203-12952	PPRF-5652 ELECTRIC TR...	15,222.89

Account Summary

Account Number	Account Name	Payment Amount
403-1203-90905	DEBT SERVICE PRINCIPAL..	2,579.33
403-1203-90910	DEBT SERVICE INTEREST	118.57
501-1803-47415	MAINTENANCE--REPAIRS..	1,200.00
502-3601-41226	RETIREE INSURANCE	527.15
502-3601-43316	FUEL	93.02
502-3601-43465	RENT OF EQUIPMENT	777.09
502-3601-43735	POSTAGE & MAIL SERVI...	10,000.00
502-3601-43775	TELEPHONE	201.32
502-3601-44606	OFFICE SUPPLIES	1,291.84
503-3702-41226	RETIREE INSURANCE	925.00
503-3702-42720	EMPLOYEE TRAINING-EL...	1,650.00
503-3702-43316	FUEL	2,462.95
503-3702-43465	RENT OF EQUIPMENT	150.85
503-3702-43770	SUBSCRIPTION & DUES	6,312.60
503-3702-43775	TELEPHONE	298.14
503-3702-44607	FIELD SUPPLIES	10,010.34
503-3702-44613	NON-CAPITAL ITEMS	3,471.52
503-3702-47415	MAINTENANCE--REPAIRS..	59,606.25
503-3702-47420	MAINTENANCE-VEHICLE...	1,245.00
503-3702-48598	PROFESSIONAL SERVICES	3,440.00
503-3702-50795	WHOLESALE POWER CO...	457,151.07
504-3803-41226	RETIREE INSURANCE	656.54
504-3803-42620	UNIFORM/LINEN-WATER..	197.64
504-3803-42720	EMPLOYEE TRAINING-W...	30.00
504-3803-43316	FUEL	2,735.80
504-3803-43465	RENT OF EQUIPMENT	49.96
504-3803-43770	SUBSCRIPTION/DUES	10,594.24
504-3803-43775	TELEPHONE	247.15
504-3803-43797	WATER CONSERVATION...	1,291.00
504-3803-44605	CHEMICALS/LABORATO...	1,914.22
504-3803-44606	OFFICE SUPPLIES	85.47
504-3803-44607	FIELD SUPPLIES-WATER ...	23,061.53
504-3803-44615	SAFETY EQUIPMENT	394.18
504-3803-44810	EQUIPMENT & MACHIN...	1,047.56
504-3803-47415	MAINTENANCE--REPAIRS..	744.33
504-3803-47420	MAINTENANCE-VEHICLE...	2,579.88
504-3803-47425	OTHER MAINT-WATER ...	8,208.73
504-3803-48598	PROFESSIONAL SERVICES	23,491.60
504-3803-80810	OTHER CAPITAL EQUIPM...	1,949.00
505-3904-41226	RETIREE INSURANCE	1,195.82
505-3904-43316	FUEL	6,998.44
505-3904-43403	REGULAR BUILDING MA...	239.56
505-3904-43465	RENT OF EQUIPMENT	194.81
505-3904-43775	TELEPHONE	135.54
505-3904-44607	FIELD SUPPLIES-SOLID ...	11,286.16
505-3904-44613	NON-CAPITAL ITEMS	17,814.17
505-3904-44615	SAFETY EQUIPMENT	865.64
505-3904-45601	WASTE DISPOSAL	105,269.42
505-3904-47415	MAINTENANCE--REPAIRS..	514.78
505-3904-48599	OTHER CONTRACTUAL S...	7,477.88
506-4005-41226	RETIREE INSURANCE	420.25
506-4005-42620	UNIFORM/LINEN-WAST...	197.65
506-4005-43465	RENT OF EQUIPMENT	529.73
506-4005-43775	TELEPHONE	361.69
506-4005-44605	CHEMICALS/LABORATO...	11,821.37
506-4005-44606	OFFICE SUPPLIES	85.47
506-4005-44607	FIELD SUPPLIES-WASTE...	16,075.48
506-4005-44615	SAFETY EQUIPMENT	394.17

Account Summary

Account Number	Account Name	Payment Amount
506-4005-44810	EQUIPMENT & MACHIN...	1,047.57
506-4005-47415	MAINTENANCE--REPAIRS..	4,313.33
506-4005-47420	MAINTENANCE-VEHICLE...	7,651.28
506-4005-47425	OTHER MAINTENANCE-...	5,073.36
506-4005-48598	PROFESSIONAL SERVICES	11,475.07
506-4005-48798	VILLAGE OF WILLIAMSB...	5,810.44
506-4005-80845	CAPITAL IMPROVEMENT...	1,949.00
508-4303-41226	RETIREE INSURANCE	173.85
508-4303-43316	FUEL	1,633.96
508-4303-43465	RENT OF EQUIPMENT	2,329.88
508-4303-43775	TELEPHONE	61.05
509-4403-43465	RENT OF EQUIPMENT	49.96
509-4403-43775	TELEPHONE	572.20
509-4403-48598	PROFESSIONAL SERVICES	24,027.14
600-7003-41226	RETIREE INSURANCE	403.82
600-7003-43316	FUEL	756.06
600-7003-43465	RENT OF EQUIPMENT	110.61
600-7003-43775	TELEPHONE	225.15
600-7003-43815	SOFTWARE LIC/SOFTWA...	11,549.95
600-7003-44607	FIELD SUPPLIES	1,071.29
600-7003-44626	VEHICLE TIRES	121.27
600-7003-47420	MAINTENANCE-VEHICLE...	13,629.05
	Grand Total:	**3,513,710.61**

Project Account Summary

Project Account Key		Payment Amount
None		3,513,710.61
	Grand Total:	**3,513,710.61**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: F.4

SUBJECT: Take Home Vehicle Forms: Police Department
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 13, 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 Luis Tavizon, Shane Jeffer, Ismael Ramirez and Brandon Villarreal in the Police Department. Luis Tavizon's commute is 19 miles, and Shane Jeffers commute is 6.6 miles, Ismael Ramirez' commute is 78 miles and Brandon Villarreal's commute is 6 miles.

Reccomendation: Approve take home vehicle forms.

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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 11-18-26

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: G.1

SUBJECT: Discussion/Action: Publication of Ordinance 775 Authorizing the Issuance of The City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds,
DEPARTMENT: Community Development
DATE SUBMITTED: November 9, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Chris Muirhead

Summary/Background: First reading of Bond Ordinance and approval to publish Notice of Meeting and Intent to Adopt Ordinance related to $4,811,000.00

Recommendation: The City Staff recommends approval of first reading of bond ordinance and publication of Notice of Meeting and Intent to Adopt Bond Ordinance.

Attachments:

- Bond Ordinance
-

-

Fiscal Impact (Finance): Choose an item.
Yes

Legal Review (City Attorney): Choose an item.
Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. 775
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 11-18-26

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

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 16th day of December, 2026, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present: _____

_____

_____

_____

_____

Absent: _____

_____

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

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 775

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2027, IN THE PRINCIPAL AMOUNT OF FOUR MILLION EIGHT HUNDRED ELEVEN THOUSAND DOLLARS ($4,811,000) FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Truth or Consequences, Sierra County, New Mexico, is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public water utility, and which the City hereby declares shall be continued to be operated as a public utility; and

WHEREAS, the City has heretofore provided for the imposition of rates and charges against users of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated August 17, 2012 in the aggregate principal amount of $1,424,865, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated August 17, 2012 in the aggregate principal amount of $165,741, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City issued its Joint Utility System Improvement Revenue Bonds, Series 2016 in the aggregate principal amount of $910,000 on May 11, 2016 which Series 2016 Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City, pursuant to Ordinance 708 adopted on November 13, 2019, executed and delivered Interim Loan Agreement CWSRF 098 (the "NMED Loan") between the

City and the New Mexico Environment Department in the amount of $473,000 payable from a lien on the distribution of the Pledged Revenues; and

WHEREAS, the City pursuant to Resolution No. 43 18/19 adopted on May 8, 2019, executed and delivered a Loan and Subsidy Agreement, DW-4794 (the "May 2019 Loan Agreement") between the City and the New Mexico Finance Authority, in the aggregate principal amount of $1,241,022.94, payable from a lien on the distribution of the Pledged Revenues; and

WHEREAS the City issued its Joint Utility System Improvement Revenue Bonds, Series 2019A in the aggregate principal amount of $715,000 on September 5, 2019 which Series 2019A Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS the City issued its Joint Utility System Improvement Revenue Bonds, Series 2019B in the aggregate principal amount of $315,000 on September 5, 2019 which Series 2019B Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated February 18, 2022 in the aggregate principal amount of $1,320,907, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS the City issued its Water System Improvement Revenue Bonds, Series 2023 in the aggregate principal amount of $5,487,000 on July 14, 2023 which Series 2023 Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City is authorized under the Act to issue revenue bonds for the Project and the Series 2027 Bonds shall be issued pursuant to the Act; and

WHEREAS, the issuance of the Series 2027 Bonds will provide for the preservation of the public health, peace and safety; and

WHEREAS, it is in the best interest of the City that the Series 2027 Bonds be issued with a first lien on the Net Revenues; and

WHEREAS, the United States of America has offered to purchase the Series 2027 Bonds, in the principal amount of $4,811,000 at par and at an interest rate of 1.375% per annum pursuant to this Ordinance, plus accrued interest, if any, to the date of delivery; and

WHEREAS, all required authorizations, consents or approvals of any state, governmental body, agency or authority, in connection with the authorization, execution and delivery of the Series 2027 Bonds which are required to have been obtained by the date hereof have been obtained, and which will be required to be obtained prior to the date of the issuance of the Series 2027 Bonds, will have been obtained by such date.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

Section 1. Definitions. In addition to words and terms elsewhere defined in this Ordinance, the following words and terms shall have the following meanings:

"Act" means the powers of the City under the authority given by the provisions of Sections 3-31-1 through 3-31-12 NMSA 1978, as amended and supplemented, and all enactments of the Commission relating to the issuance of the Series 2027 Bonds.

"Asset Management Reserve Fund" means a reserve fund created herein and funded from Net Revenues in the amount of $15,196 monthly.

"Bond Fund" means the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2027, Interest and Bond Retirement Fund" created by Section 16 hereof.

"Bondholder", "holder" or "owner" means any registered owner of the Series 2027 Bonds.

"City" means the municipal corporation, a body corporate and politic known as the "City of Truth or Consequences, New Mexico."

"Commission" means the City Commission, or any succeeding legislative body of the City, as such governing body from time to time may be constituted and authorized to act and approve actions by a properly constituted quorum.

"Construction Fund" means the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2027, Construction Fund" created by Section 14 hereof.

"Consulting Engineer" means any registered or licensed professional engineer or firm of such engineers having a wide and favorable repute for skill and experience in the field of designing, preparing plans and specifications for, and supervising construction of water systems and facilities entitled to practice and practicing as such under the laws of the State of New Mexico.

"Debt Service Reserve Fund" means the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2027, Debt Service Reserve Fund" created by Section 16 hereof.

"Debt Service Schedule" means the payment schedule for the Series 2027 Bonds as provided by the Purchaser, as the same may be revised in the event of partial prepayment of the Series 2027 Bonds.

"Fiscal Year" means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the City as its fiscal year.

"Herein" or "hereby" or "hereunder" or "hereof" or "hereinbefore" or "hereinafter" refers to this Ordinance and not solely to the particular portion thereof in which such word is used.

"Income Fund" means the "Water Utility System Gross Income Fund" created by Section 16 hereof.

"Independent Accountant" means an accountant employed by the State of New Mexico and under supervision of the State Auditor or any certified public accountant, registered accountant, or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City who (a) is, in fact, independent and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

"Insured Bank" means a bank or savings and loan association insured by an agency of the United States and which invests public funds in accordance with the provisions of Section 6-10-10 NMSA 1978, as amended.

"Loan Resolution" means Form 1780-27 (City Resolution No. 18 19/20) as approved and adopted by the Commission on December 16, 2026 relating to a loan of $4,811,000 and a grant of $2,720,000 and signed by the Mayor.

"Mayor" means the Mayor of the City, or if the form of government of the City is changed, the presiding officer of the City no matter how such officer may be designated.

"Net Revenues" means the Gross Revenues of the System less operation and maintenance expenses, which net revenues are pledged to the payment of the Series 2027 Bonds are provided herein.

"NMED" means the New Mexico Environment Department.

"NMED Loan Agreement" means the loan agreement by and between the City and the NMED in the amount of $473,000, which is on a parity lien with the Net Revenues of the System.

"NMFA" means the New Mexico Finance Authority.

"NMFA Loan Agreement (2012A)" means the loan agreement dated August 17, 2012, by and between the City and the NMFA in the aggregate amount of $1,424,865, which has a parity lien on Net Revenues of the System.

"NMFA Loan Agreement (2012B)" means the loan agreement dated October 1, 2012, by and between the City and the NMFA in the aggregate amount of $165,741, which has a parity lien on Net Revenues of the System.

"NMFA Loan Agreement (2019)" means the loan agreement dated by and between the City and the NMFA in the aggregate amount of $620,512, which has a parity lien on Net Revenues of the System.

"NMFA Loan Agreement (2022)" means the loan agreement dated February 18, 2022, by and between the City and the NMFA in the aggregate amount of $1,320,907, which has a parity lien on Net Revenues of the System.

"NMSA 1978" means the compilation of the laws of the State of New Mexico known as New Mexico Statutes Annotated, 1978 Compilation, as from time to time amended and supplemented.

"Operation and Maintenance Fund" means the "Operation and Maintenance Fund" continued herein.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the System, and shall include without limiting the generality of the foregoing, insurance premiums, reasonable charges of depositary banks, paying agents and bond registrars, contractual services, professional services required by this Ordinance, salaries and System administrative expenses, labor, cost of materials and supplies used for current operations, legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System, any payments made to the City's general fund as payments in lieu of franchise taxes or fees or other City taxes or fees or other similar payments or transfers to other funds of the City, but shall not include any allowance for depreciation, liabilities incurred by the City as the result of negligence in the operation of the System, costs of improvements, extensions, enlargements or betterments, or any charges for the accumulation of reserves for capital replacements.

"Ordinance" means this ordinance.

"Outstanding" or "outstanding" means, on any particular date, the aggregate of such bonds issued and delivered under the City ordinance authorizing the issuance of such bonds except:

A. Those cancelled at or prior to such date or delivered to or acquired by the City at or prior to such date for cancellation;

B. Those which have been paid or are deemed to be paid in accordance with the City ordinance authorizing the issuance of the applicable bonds or otherwise relating thereto; and

C. Those in lieu of or in exchange or substitution for which other bonds have been delivered, unless proof satisfactory to the City and paying agent for the applicable bonds is presented that any bond for which a new bond was issued or exchanged is held by a bona fide holder in due course.

"Parity Obligations" or "Parity Bonds" means the NMFA Loan Agreement (2012A), NMFA Loan Agreement (2012B), Series 2016 Bonds, Series 2019A Bonds, Series 2019B Bonds, NMED Loan Agreement, NMFA Loan Agreement (2019), NMFA Loan Agreement (2022), Series 2023 Bonds, and any other bonds and other obligations now or hereafter issued or incurred payable from the Net Revenues and issued or incurred with a lien on the Net Revenues on parity with the Series 2027 Bonds.

"Paying Agent" means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2027 Bonds.

"Project" means acquiring, extending, enlarging, bettering, repairing or otherwise improving the System as approved by the Rural Utilities Service.

"Purchaser" means the United States of America to whom the Series 2027 Bonds are to be originally sold and delivered.

"Registrar" means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2027 Bonds.

"Required Reserve Fund Deposit" means the monthly amount required to be deposited in the Debt Service Reserve Fund as described in Section 17(C) hereof.

"Revenues", "Gross Revenues", "income" or "gross income" means all income and revenues (including but not limited to interest income from the investment of System revenues) derived by the City from the operation of the System, or any part thereof, whether resulting from improvements, extensions, enlargements, repairs or betterments to the System, or otherwise, and includes all revenues derived by the City or any municipal corporation succeeding to the rights of the City, from the System and from the sale and use of water service and facilities, or any combination thereof, to the residents of what is now the City (including all territorial annexations which may be made while the Series 2027 Bonds or any part thereof are outstanding), or from the sale and use of water service and facilities, by means of the System owned and operated by the City as the same may at any time exist to serve customers outside the City limits as well as customers within the City limits.

"Rural Utilities Service" means the United States Department of Agriculture, Rural Utilities Service.

"Series 2016 Bonds" means the City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2016 issued on May 11, 2016 in the aggregate amount of $910,000, which bonds have a parity lien on Net Revenues of the System.

"Series 2019A Bonds" means the "City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019A" issued on September 5, 2019 in the aggregate amount of $715,000, which bonds have a parity lien on Net Revenues of the System.

"Series 2019B Bonds" means the "City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019B" issued on September 5, 2019 in the aggregate amount of $315,000, which bonds have a parity lien on Net Revenues of the System.

"Series 2023 Bonds" means the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2023" issued on July 14, 2023 in the aggregate amount of $5,487,000, which bonds have a parity lien on Net Revenues of the System.

"Series 2027 Bonds" means the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2027" authorized by Section 5 hereof.

"Service Area" means the area served by the System, whether situated within or without the limits of the City.

"System" or "Utility" means the municipally owned public utility designated as the City's water utility system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Commission as part of the water utility system, whether situated within or without the limits of the City.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Commission and the officers of the City directed toward the Project and toward the issuance of the Series 2027 Bonds and the sale of the Series 2027 Bonds to the Purchaser is hereby ratified, approved and confirmed.

Section 3. Authorization of Project. The Project shall be constructed and acquired at a total estimated cost not exceeding $7,531,000 with costs in excess of the amount of the purchase price of the Series 2027 Bonds to be defrayed from sources other than proceeds from the issuance of the Series 2027 Bonds.

Section 4. Findings. The Commission hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. It is in the best interest of the City and its residents to undertake the sale of the Series 2027 Bonds.

B. Moneys available for the Project from all sources other than the issuance of the Series 2027 Bonds are not sufficient to accomplish the Project.

C. The issuance by the City of the Series 2027 Bonds under the Act to provide funds for the Project is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

D. The Net Revenues may lawfully be pledged to secure the payment of the Series 2027 Bonds as set forth herein.

E. The net effective interest rate on the Series 2027 Bonds is less than the statutory maximum of 12% per annum.

Section 5. The Series 2027 Bonds.

A. Authorization. Pursuant to the findings of Section 4 hereof, it is hereby declared that the City, pursuant to the Act, shall issue and sell the Series 2027 Bonds. The Series 2027 Bonds, in the principal amount of $4,811,000, are hereby authorized to be issued and sold at par to the Purchaser.

B. Details of the Series 2027 Bonds. There are hereby authorized and created a series of bonds designated as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2027."

The Series 2027 Bonds shall be dated as of the date of issuance and delivery, shall be originally issued as one bond in the denomination of $4,811,000, numbered R-1, shall be payable to the registered owner, shall bear interest on the outstanding principal amount of the Series 2027 Bonds at a rate of 1.375% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and interest on the Series 2027 Bonds shall be payable in equal monthly installments commencing on or about February 1, 2027 and continuing on the 1st day of each month until the principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid in accordance with the terms of the Series 2027 Bonds, shall be come due and payable on January 1, 2067 (each installment being applied first to interest due and then to unpaid principal).

The form, term, and provisions of the Series 2027 Bonds, in the form set forth in Section 12 hereof are hereby approved with only such changes therein as are not inconsistent with this Ordinance.

Section 6. Prior Redemption.

A. Optional Redemption, Date and Price. The Series 2027 Bonds, on and after January 1, 2037, are subject to prior redemption at the option of the City on any date, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Additionally, any Series 2027 Bonds owned by the United States of America are subject to redemption prior to maturity, on any date without restriction, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for

redemption. Any partial redemption of the Series 2027 Bonds shall be in inverse order of principal maturity and, after principal redemptions, if any, interest thereafter shall accrue only upon the then outstanding principal amount of Series 2027 Bonds.

B. Notice. Notice of redemption shall be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of the Series 2027 Bonds to be redeemed at the address shown on the registration books kept by the Registrar as of the close of business of the Registrar on the fifth day prior to the mailing of notice. Notice of redemption shall specify the principal amount to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner provided above, the principal amount of the Series 2027 Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the principal amount of the Series 2027 Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the principal amount of the Series 2027 Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Series 2027 Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the principal amount of the Series 2027 Bonds so called for redemption plus accrued interest to the redemption date.

Section 7. Signatures, Execution and Authentication of Series 2027 Bonds.

A. Filing of Signatures. Prior to the execution of any Series 2027 Bond, the Mayor and City Clerk-Treasurer may each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Series 2027 Bonds.

B. Execution. The Series 2027 Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Mayor and shall be attested with the facsimile or the manual signature of the City Clerk-Treasurer. There shall be affixed to each Series 2027 Bond the printed, engraved, stamped or otherwise placed facsimile of, or imprint of, the City's corporate seal. The Series 2027 Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar. The Series 2027 Bonds when authenticated and bearing the manual or facsimile signature of the officers in office at the time of signing thereof shall be valid and binding special obligations of the City, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer, at the time of the execution of the Series 2027 Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Series 2027 Bonds or certificates pertaining to the Series 2027 Bonds.

C. Authentication. No Series 2027 Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been fully executed if manually signed and inscribed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2027 Bonds issued hereunder.

Section 8. Negotiability. The Series 2027 Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Bondholder shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code--Investment Securities.

Section 9. Payment and Presentation of Series 2027 Bonds for Payment. Principal and interest on the Series 2027 Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal and interest on the Series 2027 Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 5th calendar day next preceding the payment date (the "Record Date"). If any payment on the Series 2027 Bonds remains unpaid when due, the payment shall continue to bear interest at the rate or rates designated in, and applicable to, the Series 2027 Bonds. The records of the Paying Agent and the Registrar with respect to payments paid to the registered owners of the Series 2027 Bonds shall be conclusive and no posting or notation of payments on the Series 2027 Bond forms shall be required.

Section 10. Registration, Transfer, Exchange and Ownership of Series 2027 Bonds.

A. Registration, Transfer and Exchange. The City shall cause books for registration, transfer, and exchange of the Series 2027 Bonds as provided herein to be kept at the principal office of the Registrar. At all times while the Series 2027 Bonds are held or insured by the United States of America, the Series 2027 Bonds shall be registered only in the name of "United States of America". The principal of and interest payable on the Series 2027 Bonds may be separately registered on the registration books at the request of the United States of America. Subject to the restrictions set forth in the preceding sentence, upon surrender for transfer or exchange of the fully registered Series 2027 Bonds at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall, without cost to the registered owner, authenticate and deliver, not more than three (3) business days after receipt of the Series 2027 Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Series 2027 Bond or Series 2027 Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B. Limitations. The Registrar shall not be required to transfer or exchange any Series 2027 Bonds (i) during the period of fifteen (15) days next preceding mailing of notice calling the Series 2027 Bonds for prior redemption as herein provided, or (ii) after mailing to the

registered owner of notice calling such Series 2027 Bonds for prior redemption as herein provided. The Registrar shall close books for change of registered owners' addresses five (5) days prior to each payment date. Transfers shall be permitted within the five (5) days prior to each payment date; such transfer shall not include a transfer of the principal and interest payable on such payment date.

C. Owner of Series 2027 Bonds. The entity in whose name the Series 2027 Bonds are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on the Series 2027 Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2027 Bonds to the extent of the sum or sums so paid.

D. Lost Series 2027 Bonds. If the Series 2027 Bonds shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Series 2027 Bonds, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, authenticate and deliver replacement Series 2027 Bonds of a like aggregate principal amount and of the same series, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Series 2027 Bonds shall have matured, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

Section 11. Special Obligations. The Series 2027 Bonds, together with interest accruing thereon, shall be payable and collectible solely out of Net Revenues, the revenues of which are so pledged, and the Bondholders may not look to any general or other municipal fund for the payment of principal and interest on such obligations, except the designated special funds pledged therefor. The Series 2027 Bonds shall not constitute indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City. Nothing herein shall prevent the City from using any other legally available funds for the payment of the principal of and interest on the Series 2027 Bonds, in its sole discretion.

Section 12. Form of Series 2027 Bonds. The Series 2027 Bonds and the forms of authentication and assignment to be attached thereto shall be in substantially the following form with such changes therein as are not inconsistent with this Ordinance.

(Form of Series 2027 Bonds)

UNITED STATES OF AMERICA

STATE OF NEW MEXICO COUNTY OF SIERRA

CITY OF TRUTH OR CONSEQUENCES

WATER SYSTEM IMPROVEMENT REVENUE BONDS

SERIES 2027

No. R-1 $4,811,000

Interest Rate	Maturity Date	Date of Bonds
1.375%	_____ 1, 2067	_____, 2027

REGISTERED OWNER: UNITED STATES OF AMERICA

PRINCIPAL AMOUNT: FOUR MILLION EIGHT HUNDRED ELEVEN THOUSAND DOLLARS

The City of Truth or Consequences, New Mexico (the "City") for value received, hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner provided for herein, to the Registered Owner stated above, or its registered assigns, in lawful money of the United States of America the principal amount stated above, together with interest thereon, in the amounts and on the dates set forth in the debt service schedule provided by the Registered Owner, until full payment of the principal amount plus accrued interest has been made. This bond shall bear interest on the outstanding principal amount hereof at the rate of 1.375% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and interest on the Series 2027 Bonds shall be payable in equal monthly installments commencing February 1, 2027 and continuing on the 1st day of each month until the principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid in accordance with the terms of the Series 2027 Bonds, shall be come due and payable on January 1, 2067 (each installment being applied first to interest due and then to unpaid principal). Payment of principal and interest of the Series 2027 Bonds shall be made through an electronic preauthorized debt system to the registered owner shown on the registration books of the City, which shall be maintained by the City Clerk-Treasurer, as Registrar. Final payment shall be payable upon presentation and surrender of the Series 2027 Bonds to the City Clerk-Treasurer, as Paying Agent. The principal of and interest payable on the Series 2027 Bonds may be separately registered on the registration books at the request of the United States of America. If any payment of this bond is not made as herein provided, the payment shall continue to bear interest at the Interest Rate stated above until the payment is paid in full. The principal and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or Registrar.

This bond is a fully registered bond of the City in the aggregate principal amount of $4,811,000, designated as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2027" (the "Series 2027 Bonds") issued under and pursuant to City Ordinance No. _____ (the "Bond Ordinance").

FOR PURPOSES OF SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED TO DATE OF ORIGINAL DELIVERY OF THIS BOND, THE CITY HAS DESIGNATED THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS."

This bond may be redeemed, in whole or in part, at the option of the City on any date on or after January 1, 2037 at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Additionally, if this bond is owned by the

United States of America, it may be redeemed on any date without restriction, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Notice of redemption will be given by providing at least thirty (30) days prior written notice by first-class, postage prepaid mail to the owner of the Series 2027 Bonds, to be redeemed at the address shown on the registration books as of the close of business of the Registrar on the fifth day prior to the mailing of notice. The notice of redemption shall specify the redemption date and the principal amount thereof, plus accrued interest to the redemption date, and that from and after such date interest will cease to accrue. Notice having been given in the manner provided above, the Series 2027 Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the Series 2027 Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Series 2027 Bonds to be redeemed shall not be deemed to be outstanding and shall cease to bear interest from and after such redemption date.

At all times while the Series 2027 Bonds are held or insured by the United States of America, the Series 2027 Bonds shall be registered only in the name of "United States of America". Subject to the restrictions set forth in the preceding sentence, upon surrender for transfer or exchange of this bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar will authenticate and deliver in the name of the transferee or registered owner, as appropriate, a new bond in fully registered form of the same outstanding principal amount, maturity and interest rate, in an authorized denomination. The person in whose name any Bond is registered will be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest on the Series 2027 Bonds will be made only to or upon the order of the registered owner thereof or his legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon the Series 2027 Bonds to the extent of the sum so paid.

This bond and the payments of principal hereof and interest hereon do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City and is payable and collectible solely out of the net revenues of the City's water utility system (the "Net Revenues") as more particularly described in the Bond Ordinance. The holder of this bond may not look to any general or other municipal fund for payment of the principal of or interest on this bond. The City has covenanted to pay the Net Revenues an amount sufficient to pay specified operation and maintenance expenses of the System, the monthly Required Reserve Fund Deposit, the Asset Management Reserve Fund deposit (each as defined in the Bond Ordinance), and the regularly scheduled payments on the Series 2027 Bonds and other Parity Obligations when due. For a more complete description of the nature and extent of the security, including the monthly deposits to the various reserve funds afforded by the Bond Ordinance for the payment of the principal of and interest on the Series 2027 Bonds, reference is made to the Bond Ordinance.

The Series 2027 Bonds are issued by the City for the purpose of acquiring, extending, enlarging, bettering, repairing or otherwise improving the City's Water Utility System (the "Project").

The Series 2027 Bonds are secured by a pledge of the Net Revenues. The Series 2027 Bonds constitute an irrevocable first lien (but not an exclusive first lien) upon the Net Revenues on parity with the lien thereon of the City's outstanding Parity Obligations (as defined in the Bond Ordinance). Additional bonds may be issued and made payable from the Net Revenues, subject to express conditions, having a lien thereon on parity with the lien of the Series 2027 Bonds in accordance with the provisions of the Bond Ordinance. The City covenants and agrees with the owner of this bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

The Series 2027 Bonds will not be entitled to any benefit under the Bond Ordinance or become valid or obligatory for any purpose until an authorized officer of the Registrar has manually signed the Certificate of Authentication hereon.

It is hereby certified that all acts and conditions necessary to be done or performed by the City or to have happened precedent to and in the issuance of the Series 2027 Bonds to make them legal, valid and binding special obligations of the City have been performed and have happened, as required by law, and that the Series 2027 Bonds do not exceed or violate any constitutional, statutory or charter limitation. No member of the City Commission, or any officer or employee of the City, including those executing this bond, shall be personally liable on any Series 2027 Bonds.

IN WITNESS WHEREOF, the City of Truth or Consequences, in the State of New Mexico, has caused this bond to be signed and executed on the City's behalf by the signatures of its Mayor and City Clerk-Treasurer and has caused the seal of the City to be affixed hereon all as of the Date of Bond specified above.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

By_____
Mayor

[SEAL]

By_____
Clerk-Treasurer

(Form of Certificate of Authentication)

Date of Registration: _____

This bond is one of the Series 2027 Bonds authorized to be issued by and under the provisions of the Bond Ordinance.

By_____
Clerk-Treasurer
Truth or Consequences, New Mexico

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT CLAUSE

For value received, the undersigned sells, assigns and transfers unto _____, whose social security or tax identification number is _____, the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ as legal representative to transfer the within bond on the books of the Registrar, with full power of substitution in the premises.

DATED: _____

_____
NOTE: The above signature must correspond with the name as written on the face of the within bond in every particular.

(End of Form of Assignment)

(End of Form of Bonds)

Section 13. Sale of Series 2027 Bonds. The sale and award of the Series 2027 Bonds to the Purchaser are hereby ratified, approved and confirmed. The Mayor and other City officers are hereby authorized to do all things necessary and consistent with this Ordinance in connection with the sale, issuance and delivery of the Series 2027 Bonds.

Section 14. Delivery of the Series 2027 Bonds and Disposition of Proceeds. When the Series 2027 Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser. By purchasing the Series 2027 Bonds, the United States of America agrees to pay to the City the principal amount of the Series 2027 Bonds.

The City shall account for the proceeds of the Series 2027 Bonds as follows:

A. Accrued Interest. The Series 2027 Bonds shall be dated as of the date of actual issuance and delivery and no accrued interest shall be payable by the United States of America for the period prior to the date of actual issuance and delivery of the Series 2027 Bonds.

B. Sale Proceeds. The proceeds from the sale of the Series 2027 Bonds shall be deposited promptly upon the receipt thereof in a separate account in an Insured Bank, designated by the City, which account is hereby created and shall be known as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2027, Construction Fund." The Insured Bank shall be required to pledge collateral security for all deposits in the Construction Fund in accordance with the laws of the State of New Mexico, and laws and regulations of the United States of America. The monies in the Construction Fund, except as herein otherwise specifically provided, shall be used and paid out solely for the purposes specified in this Ordinance.

C. Purchaser Not Responsible. The Purchaser of the Series 2027 Bonds shall not be responsible for the application or disposal by the City or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

Section 15. The Construction Fund.

A. Withdrawals. Monies shall be withdrawn from the Construction Fund for the Project upon warrants or checks drawn and signed by the Mayor and the City Clerk-Treasurer.

No such warrant or check for any sum for any actual construction work or purchase of construction materials pursuant to the terms and provisions of construction contracts shall be issued until the City has received engineering approval certifying that such sum is due and owing for work under such contracts and has received approval and concurrence for such payment from the Rural Utilities Service. The designated engineering approval shall be by the Consulting Engineer whose approval must be in the form of a written certificate stating that the payment therein approved is being made to pay for materials supplied or work satisfactorily completed in substantial accordance with the plans and specifications for the work involved. The designated Rural Utilities Service approval shall be in the form of a written certificate stating that the Rural Utilities Service has reviewed the request for payment and has concurred with making the payment. Such certificates of approval shall be in appropriate form, shall be signed by the Consulting Engineer or his duly authorized representative or by an authorized representative of the Rural Utilities Service, as applicable, and shall be filed with the City Clerk-Treasurer and the Insured Bank holding the Construction Fund.

B. Disposition of Unspent Amounts in the Construction Fund. When all work on the Project is completed in accordance with the plans and specifications and all amounts due therefor are paid, the Consulting Engineer and the Rural Utilities Service shall file with the Insured Bank and the City Clerk-Treasurer a certificate so stating, and thereupon the Insured

Bank shall transfer to the Bond Fund all funds remaining in the Construction Fund, if any, and such proceeds shall be promptly used to pay debt service on the Series 2027 Bonds.

Section 16. Special Funds.

A. The Income Fund is hereby continued. The Water Utility System Gross Income Fund shall be used for the deposit of the Gross Revenues of the System and shall be a special fund, not part of the general treasury or general fund of the City.

B. The Operation and Maintenance Fund is hereby continued as a separate account in the Income Fund and shall be used for the deposit of revenues of the System to be used for the payment of Operation and Maintenance Expenses of the System as set forth in Section 17 of this Ordinance.

C. The Bond Fund is hereby created as a separate account in the Income Fund and shall be used for deposit of Net Revenues of the System to be used for the payment of principal and interest on the Series 2027 Bonds as set forth in Section 17 hereof.

D. The Debt Service Reserve Fund is hereby created as a separate account in the Income Fund and shall be used as set forth in Section 17 hereof.

E. The Asset Management Reserve Fund is hereby created as a separate account in the Income Fund and shall be used as set forth in Section 17 hereof.

Section 17. Administration of Income Fund. So long as the Series 2027 Bonds shall be outstanding either as to principal or interest, or both, the Gross Revenues of the System shall be set aside and deposited into the Income Fund and the following monthly payments shall be made from the Income Fund:

A. Operation and Maintenance Expenses. Money in the Income Fund shall first be disbursed to make deposits into the Operation and Maintenance Fund. There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current Operation and Maintenance Expenses of the month plus an amount equal to $1/12^{th}$ of the Operation and Maintenance Expenses payable on an annual basis such as insurance.

B. Bond Fund. Second and concurrently with the monthly payments required by paragraphs C, D and G of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited to the Bond Fund the following:

(1) Monthly, commencing on the first of the month immediately succeeding the issuance and delivery of the Series 2027 Bonds, an amount which is necessary, together with any moneys therein and available therefor, to pay the payment of principal and interest on the Series 2027 Bonds as provided in the Debt Service Schedule; and

(2) If prior to any payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next payment of principal and interest, the payment required in subparagraph (1) of this subsection, may be appropriately reduced; but the required monthly amounts shall again be credited to the Bond Fund commencing on the applicable payment date.

Except as provided in paragraph I of this Section, the moneys in the Bond Fund shall be used only to pay the principal of and interest on the Series 2027 Bonds as the same become due.

C. Debt Service Reserve Fund. Concurrently with the monthly payments required by paragraphs B, D and G of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited in the Debt Service Reserve Fund, monthly, commencing on the first day of the month immediately succeeding delivery of the Series 2027 Bonds, an amount equal to one-one hundred and twentieth (1/120) of the average annual principal and interest installment payment on the Bonds ("Required Reserve Fund Deposit"). Monthly payments of the Required Reserve Fund Deposit shall be made into the Debt Service Reserve Fund until there is accumulated one annual installment of principal and interest due on the Bonds. The accumulated amounts of the Required Reserve Fund Deposits in the Debt Service Reserve Fund shall be maintained as a continuing reserve to be used, with the approval of the Rural Utilities Service or the registered owner of the Series 2027 Bonds, only (i) to prevent deficiencies in the payment of the principal of and interest on the Series 2027 Bonds resulting from the failure to deposit into the Bond Fund sufficient funds to pay said principal and interest as the same become due, (ii) for paying the cost of repairing or replacing any damage to facilities constituting a part of the System caused by catastrophe, (iii) for extensions or improvements to facilities constituting a part of the System, and (iv) for repairing or replacing of short-lived assets which have a useful life significantly less than the final maturity date of the Series 2027 Bonds. After any use of moneys in the Debt Service Reserve Fund for an approved purpose as set forth in the preceding sentence, monthly deposits of the Required Reserve Fund Deposit shall continue until there is accumulated one annual installment of principal and interest due on the Bonds. Moneys on deposit in the Debt Service Reserve Fund to the extent in excess of the amount which may be held in a "reasonably required reserve fund" within the meaning of the Internal Revenue Code of 1986, as amended, and applicable U.S. Treasury Regulations (collectively, the "Code") shall not be invested at a yield in excess of the yield on the Series 2027 Bonds or in any other manner which would cause the Series 2027 Bonds to become "arbitrage bonds" within the meaning of the Code or otherwise cause interest on the Series 2027 Bonds to become includible in gross income of the registered owner thereof for federal income tax purposes under the Code.

D. Payment of the Additional Parity Obligations. Concurrently with the payments required by paragraphs B, C and G of this Section, and subject to and after the payments required by paragraph A of this Section, any balance remaining in the Income Fund shall be used by the City for the payment of principal of and interest on the Parity Obligations (including, in each case, reserves therefor), if any, issued and payable from the Net Revenues, as the same accrue.

E. Defraying Delinquencies in the Bond Fund and the Debt Service Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Bond Fund the full amount above stipulated from the Net Revenues, then an amount equal to the difference between that paid from the Net Revenues and the full amount so stipulated shall be paid into the Bond Fund from the Debt Service Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Debt Service Reserve Fund the Required Reserve Fund Deposit, the difference between the amount paid and the amount of the Required Reserve Fund Deposit shall be paid therein from the first Net Revenues thereafter received from the operation of the System not required to be otherwise applied.

F. Termination upon Deposits to Maturity. No payment need be made into the Bond Fund, the Debt Service Reserve Fund, or both, if the amount in the Bond Fund and the amount in the Debt Service Reserve Fund total a sum at least equal to the entire amount of the outstanding Series 2027 Bonds, both as to principal and interest to their maturities, and both accrued and not accrued, in which case, moneys in the two funds in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same become due, and any moneys in excess thereof in the two funds and any other moneys derived from the operation of the System may be used as provided in this Section.

G. Asset Management Reserve Fund. Concurrently with the monthly payments required by paragraphs B, C and D of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited in the Asset Management Reserve Fund, monthly, commencing on the first day of the month immediately succeeding delivery of the Series 2027 Bonds, an amount equal to $15,196. The accumulated amounts of the deposits in the Asset Management Reserve Fund shall be maintained as a continuing reserve to be used, with the approval of the Rural Utilities Service or the registered owner of the Series 2027 Bonds, only for repairing or replacing short-lived assets which have a useful life significantly less than the final maturity date of the Series 2027 Bonds. After any use of moneys in the Asset Management Reserve Fund for an approved purpose as set forth in the preceding sentence, monthly deposits shall continue and there shall be no requirement that the money so used be replenished from the Income Fund or any other available moneys of the City.

H. Payment of Subordinate Obligations. Third, and subject to and after the payments required by paragraphs A through G of this Section, from any monies remaining in the Income Fund, there shall be made the payment of interest on and principal of, and reserves for, additional bonds or other obligations hereafter authorized to be issued and payable from the Net Revenues with a lien thereon which is subordinate and junior to the lien thereon of Parity Obligations.

I. Use of Surplus Revenues. Gross revenues accumulated over and above that needed to pay Operating and Maintenance Expenses and debt service and reserves for any outstanding obligations may only be retained or used to make prepayments on the Parity Obligations or subordinate obligations or for System improvements. Gross Revenues cannot be used to pay any expenses which are not directly incurred for the System.

Section 18. General Administration of Funds. The funds designated in Sections 16 and 17 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Banks. Each fund shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the stated purpose. Payments shall be made into the proper account not later than the first day of the month except when the first day shall be a Sunday or legal holiday, and then payment shall be made on the next succeeding secular day. No later than three (3) days prior to each payment date, moneys sufficient to pay interest and principal then due on the Series 2027 Bonds shall be transferred to the Paying Agent. Nothing in this Ordinance shall prevent the Commission from establishing one or more bank accounts in an Insured Bank or Insured Banks for all the funds required by this Ordinance or, except for the Construction Fund which must be maintained as a separate account, shall prevent the combination of such funds and accounts with any other bank account or accounts for other funds and accounts of the City.

B. Investment of Moneys. Moneys in any fund or account not immediately needed may be invested in any investment permitted by law. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Clerk-Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

Section 19. Lien on Net Revenues. The Series 2027 Bonds shall constitute an irrevocable first lien (but not an exclusive first lien) on, and the City hereby grants to the owners of the Series 2027 Bonds a security interest in, the Net Revenues as set forth herein and on parity with any existing Parity Obligations or future Parity Obligations which may be issued. The Net Revenues are hereby authorized to be pledged and are hereby pledged and the City grants a security interest therein and in the funds on deposit in the Bond Fund and Debt Service Reserve Fund for the payment of the principal of and interest on the Series 2027 Bonds.

Section 20. Additional Bonds or Other Obligations Payable from Net Revenues.

A. Earnings Test. Nothing in this ordinance contained shall be construed to prevent the issuance by the City of additional Parity Obligations payable from the Net Revenues and constituting a lien upon said revenues on a parity with, but not prior or superior to the lien of the Series 2027 Bonds, nor to prevent the issuance of bonds or other obligations refunding all or a part of the Series 2027 Bonds, provided, however, that before any such additional Parity Obligations are authorized or actually issued, the following tests shall be satisfied:

(1) The City is not, and has not been in default as to making any payments required by Section 17 hereof during the twelve months immediately preceding the issuance of such additional Parity Obligations, or if none of the Series 2027 Bonds have been

issued and Outstanding for a period of at least twelve months, then for the longest period of time any of such Series 2027 Bonds have been issued and Outstanding; and

(2) The Net Revenues for the Fiscal Year immediately preceding the date of issuance of such additional Parity Obligations shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined average annual principal and interest requirements coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations payable from and constituting a lien upon the Net Revenues and the additional Parity Obligations proposed to be issued (excluding any reserves therefor).

The foregoing limitations on the issuance of Parity Obligations shall not apply with regard to issuance of the Series 2027 Bonds or in the case of the issuance of additional Parity Obligations necessary to complete the Project in accordance with the original plans and specifications therefor.

B. Certification or Opinion of Earnings. A written certification or opinion by the Independent Accountant or City Clerk-Treasurer that Net Revenues for the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Obligations are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the proposed additional Parity Obligations on a parity with the Series 2027 Bonds.

C. Consideration of Additional Revenue Permitted. In determining whether or not additional Parity Obligations may be issued as aforesaid, consideration may be given to any probable increase in the estimated Net Revenues of the System that may result from the expenditure of funds proposed to be derived from the issuance and sale of the proposed additional Parity Obligations or an increase in System rates.

D. Subordinate Obligations Permitted. Nothing herein contained shall be construed to prevent the City from issuing bonds or other obligations payable from the revenues of the System and having a lien thereon subordinate, inferior and junior to the lien of the Series 2027 Bonds.

E. Superior Obligations Prohibited. Nothing herein contained shall be construed to permit the City to issue bonds or other obligations payable from the revenues of the System and having a lien thereon prior and superior to the lien of the Series 2027 Bonds.

F. Rural Utilities Service Consent Required. No additional bonds or other obligations payable from revenues of the System (including Parity Obligations and subordinate obligations) will be issued without the prior written consent of Rural Utilities Service.

Section 21. Refunding Bonds. The provisions of Section 20 hereof are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time the Commission shall find it desirable to refund the Outstanding Series 2027 Bonds, the Series 2027

Bonds may be refinanced and paid, in whole or in part, in advance of their maturity (but only with the consent of Rural Utilities Service, unless the obligations shall then mature or be callable). No refunding obligations shall be issued to advance refund or defease all or any portion of the Series 2027 Bonds as prohibited by 7 CFR 1780.94(j)(4). As required by the Loan Resolution, the City shall issue refunding obligations to pay and refinance the Outstanding Series 2027 Bonds, in whole or in part, at the request of Rural Utilities Service if at any time it shall appear to Rural Utilities Service that the City is able to refund the Outstanding Series 2027 Bonds by issuing bonds or obtaining a loan at reasonable rates and terms for bonds or loans for similar purposes and periods of time.

B. Limitations upon Issuance of Parity Refunding Obligations. No refunding bonds or other refunding obligations payable from any revenues of the System shall be issued on a parity with the Series 2027 Bonds, unless the refunding bonds or other refunding obligations are issued in compliance with paragraph A of Section 20 hereof.

C. Limitations upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from any revenues of the System shall be issued with such details as the Commission may provide by ordinance and only with the consent of Rural Utilities Service and in accordance with any applicable Rural Utilities Service regulations, so long as the United States of America is the holder and/or insurer of the Series 2027 Bonds.

Section 22. Protective Covenants. The City covenants and agrees with each and every holder of the Series 2027 Bonds:

A. Public Utility. The municipal water facilities of the City shall continue to constitute a public utility designated as the System and shall hereafter be operated and maintained as a public utility.

B. Use of Series 2027 Bonds Proceeds. The City, with the proceeds derived from the sale of the Series 2027 Bonds, shall proceed with and complete acquisition and construction of the Project without delay.

C. Payment of the Series 2027 Bonds. The City shall promptly pay the principal of and interest on the Series 2027 Bonds at the place, on the dates, and in the manner specified herein. Principal and interest on the Series 2027 Bonds are payable solely from Net Revenues, and the special funds herein authorized for such purpose.

D. City's Existence. The City shall maintain its corporate identity and existence so long as the Series 2027 Bonds remain outstanding, unless another political subdivision or authority by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of the holder of the Series 2027 Bonds.

E. Impairment of Contract. Except with the approval of the holder of the Outstanding Series 2027 Bonds, the City agrees that this Ordinance shall not be repealed or

otherwise directly or indirectly modified, in such a manner as to adversely affect the Outstanding Series 2027 Bonds.

F. Use Charges. Rates for services rendered by the System shall be reasonable and just, taking into account the cost and value of the System, Operation and Maintenance Expenses, proper allowances for depreciation and the amounts necessary to retire all bonds payable from Net Revenues, and any reserves therefor. There shall be charged against all users, including the City, rates and amounts, which shall be increased from time to time if necessary, sufficient to produce revenues to pay the annual Operation and Maintenance Expenses, the monthly Required Reserve Fund Deposit and deposits to the Asset Management Reserve Fund, and 120% of the combined average annual principal and interest requirements on all outstanding Parity Bonds and other obligations payable from Net Revenues. No free services of the System shall be furnished by the City. Any use of the System by the City shall be paid for from the City's general fund at the reasonable value of the use so made. Income so derived from the City shall be treated in the same manner as any other System income. The City is granted a statutory lien upon realty for unpaid rates and charges pursuant to Section 3-23-6 NMSA 1978. The City covenants and agrees that it will cause any lien on each property to be perfected and enforced in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-7 NMSA 1978.

G. Levy and Reduction of Charges. Prior to the delivery of the Series 2027 Bonds, the City has established and levied the required rates and charges for use of the System. No reduction in any initial rate schedule may be made unless:

(1) The City has complied with Section 17 hereof for at least one Fiscal Year immediately preceding such reduction;

(2) The audit for the one full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule will be sufficient to meet the requirements of paragraph F of this Section; and

(3) The City has obtained the written consent of the Rural Utilities Service if the United States of America is the holder of the Series 2027 Bonds.

H. Efficient Operation. The City shall operate the System as long as the Series 2027 Bonds are outstanding and shall make such improvements and repairs to the System as may be necessary to insure its economical and efficient operation and its ability to meet demands for service and its continual operation and maintenance in good condition.

I. Records of System. Separate records will be kept showing complete and correct entries of all transactions relating to the System. Such records shall include monthly entries showing the number of customers, the revenues received, a detailed statement of expenses, and such other items specified by the Rural Utilities Service.

J. Right to Inspect. The United States of America, any other owner of the Series 2027 Bonds or their duly authorized agents shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto.

K. Audits and Budgets. So long as the Series 2027 Bonds shall be Outstanding, the City shall furnish to the Purchaser, and to any owner or owners or insurers of the Series 2027 Bonds who has requested the same, not later than thirty (30) days after the close of each three-month fiscal period, complete operating and income statements of the System in reasonable detail covering such three-month period, and, not later than sixty (60) days after the close of each fiscal year, complete financial statements of the System to the owner of the Series 2027 Bonds covering such fiscal year. For a fiscal year in which an audit report is required under OMB Circular A-128 or the Purchaser's regulations as set forth in the Letter of Conditions issued to the City by the Purchaser, such report will take the place of the year-end financial statements and be submitted to the Purchaser within the timeframe required for the type of report submitted. In addition, the City will prepare and adopt prior to the beginning of each fiscal year, a budget for the ensuing fiscal year for the System, such budget to include an estimate of revenues and expenses during such fiscal year. The City will furnish a copy of each annual report and budget to Rural Utilities Service when available and without request, and to any other owner of the Series 2027 Bonds upon request.

L. Billing Procedure and Discontinuance of Service. All System bills shall be sent out on a regularly established day of each month in advance or after service is rendered. If bills are not paid within a reasonable time after such date, they shall be collected in any lawful manner. Upon nonpayment of charges, water service will be discontinued if permitted by law and will be restored only upon payment of the delinquent amounts plus the cost of restoration.

M. Use of Bond Fund and Reserve Funds. The Bond Fund, Debt Service Reserve Fund and Asset Management Reserve Fund shall be used solely and only, and said funds are hereby pledged, for the purposes set forth in this Ordinance.

N. Charges and Liens upon System. The City, from Revenues, will pay all taxes and governmental charges lawfully levied in respect of the System when due. The City will comply with all valid requirements of any governmental authority relative to the System and will not create or permit to be created any lien or charge on the System or the Revenues except as permitted herein. The City will satisfy within sixty days after the same shall accrue all lawful claims and demands which might by law become a lien on the System or upon the Revenues unless the validity thereof is being contested in good faith by appropriate legal proceedings.

O. Insurance. The City, in its operation of the System, will carry fire and extended coverage insurance, public liability insurance and other types of insurance in such amounts and to such extent as is normally carried by private corporations operating facilities of the same type. The City will also maintain, as provided by law, a self-insurance fund to cover workmen's compensation insurance or will carry equivalent insurance. The cost of insurance shall be considered one of the Operation and Maintenance Expenses of the System. In the event of property loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged, any remainder shall be treated as Net Revenues, and

shall be subject to distribution in the manner provided hereinabove in Section 17, for Net Revenues derived from the operation of the System. Nothing herein shall prevent the City from establishing a funded self-insurance program. In addition to the insurance required by this subsection, the City will acquire and maintain such additional insurance as may be required by the Rural Utilities Service.

P. Competing System. The City shall not grant any franchise or license to a competing system, or permit any person or organization to sell water service and facilities within the City (unless required to do so by law). To the extent permitted by law, the City will require all residents to connect to the System facilities.

Q. Alienating System. While the Series 2027 Bonds are outstanding, the City will not sell, lease, mortgage, pledge or otherwise alienate the System, or any part thereof, without the prior written consent of the Rural Utilities Service. In the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues in the manner provided hereinabove in Section 17 hereof.

R. Extension of Interest Payments. The City will not extend or be a party to the extension of the time for paying any claim for interest on the Series 2027 Bonds. Any installment of interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Ordinance except subject to the prior payment in full of the principal of all Series 2027 Bonds and interest which has not been extended.

S. Management of the System. The City shall employ competent and experienced management personnel for the System. If an "event of default" shall occur and continue for a period of sixty (60) days or if the Net Revenues in any Fiscal Year fail to equal principal, interest and reserve requirements for all Outstanding Parity Obligations and other obligations payable from the Net Revenues, the City shall retain an independent consultant who is qualified in the management of facilities similar to the System, to assist in the management of the System so long as such event of default continues or the Net Revenues are less than the amount designated.

T. Fidelity Bonds. Each municipal official responsible for receiving income and maintaining the accounts of the System shall be bonded at all times, which bond shall be conditioned upon the proper allocation of such income. The cost of each bond shall be considered one of the Operation and Maintenance Expenses of the System.

U. Performing Duties. To the extent permitted by applicable law, the City will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City, including but not limited to, the making and collecting of reasonable and sufficient rates and charges for services rendered or furnished by the System as hereinbefore provided.

V. Other Liens. Except as set forth in this Ordinance, there are no liens or encumbrances of any nature whatsoever, on or against the System or the revenues derived or to be derived from the operation of the same.

W. Service Connections. The City shall provide adequate service to all persons within the service area of the System who can feasibly and legally be served and shall obtain the concurrence of the Rural Utilities Service prior to refusing new or adequate services to such persons.

X. Debts or Liabilities of System. The City shall not borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the System (exclusive of normal maintenance) without the prior written consent of the Rural Utilities Service if such undertaking would involve the Gross Revenues of the System.

Y. Tax Covenants. The Mayor and/or City Clerk-Treasurer or any other officer of the City having responsibility for the issuance of the Series 2027 Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Series 2027 Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Series 2027 Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Series 2027 Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Series 2027 Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2027 Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government, if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and/or City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, if any, as may be required or appropriate to assure such exclusion of that interest.

Z. Qualified Tax-Exempt Obligations. The Series 2027 Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby covenants that the City, it having no "subordinate entities" with authority to issue obligations within the meaning of that Section of the Code, in or during the calendar year in which the Series 2027 Bonds are issued, (i) will not designate as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, tax-exempt obligations, including the Series 2027 Bonds, in an aggregate principal amount in excess of $10,000,000, and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Series 2027 Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding $10,000,000, unless the City receives an opinion of nationally recognized bond

counsel that such designation or issuance, as applicable, will not cause the Series 2027 Bonds to cease to be "qualified tax-exempt obligations."

Section 23. Events of Default. It is an "event of default" if:

A. Nonpayment of Principal. Payment of principal of any Series 2027 Bonds is not made when due either at maturity or by proceedings for prior redemption, or otherwise; or

B. Nonpayment of Interest. If payment of any installment of interest shall not be made when the same becomes due and payable; or

C. Incapable to Perform. The City becomes incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. The City defaults in the punctual performance of any other of its covenants hereunder for sixty (60) days after written notice shall have been given to the City by the holders of twenty-five percent (25%) of the principal amount of the Series 2027 Bonds then outstanding.

Section 24. Remedies on Default. Upon the happening and continuance of any event of default, the holder or holders of not less than twenty-five percent (25%) of the principal amount of the Series 2027 Bonds then outstanding, or a trustee therefor, may protect and enforce the rights of any owner of Series 2027 Bonds by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenant, the appointment of a receiver (the consent to such appointment being hereby granted), injunctive relief or requiring the Commission to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all owners of Series 2027 Bonds. Any receiver appointed to protect the rights of owners of Series 2027 Bonds may take possession and operate and maintain the System in the same manner as the City itself might do. The failure of the owner of the Series 2027 Bonds to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other rights and the exercise of any right by any owner of the Series 2027 Bonds shall not be deemed a waiver of any other right.

Section 25. Duties upon Default. Upon the happening of any event of default, the City will perform all proper acts to protect and preserve the security created for the prompt payment of the principal of and interest on the Series 2027 Bonds. The holders of not less than twenty-five percent (25%) in the principal amount of the Series 2027 Bonds, after written demand, may proceed to protect and enforce the rights provided by this Section and by Section 24.

Section 26. Amendment of Ordinance, Waiver of Rural Utilities Service Requirements. This Ordinance may not be amended without the written consent of the owner of the Series 2027 Bonds. Any provision of this Ordinance providing specific remedies or rights to the United States of America may be waived while the United States of America is not the owner upon receipt of written consent of the owner of the then Outstanding Series 2027 Bonds.

Section 27. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing, any required printing of the Series 2027 Bonds and the execution of such certificates as may be required by the Purchaser or bond counsel.

Section 28. Repeal. This Ordinance shall not be repealed unless the Series 2027 Bonds have been discharged in full or provision has been fully made therefor pursuant to Rural Utilities Service regulations so long as the United States of America is the holder of the Series 2027 Bonds.

Section 29. Limitation of Action. After the passage of 30 days from the publication required by Section 32 hereof, any action attacking the validity of any proceedings had or taken by the City preliminary to and in the authorization and issuance of the Series 2027 Bonds, shall be perpetually barred.

Section 30. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 31. Effective Date. Upon its adoption, final passage and approval, this Ordinance shall be recorded in the book of ordinances of the City kept for that purpose and authenticated by the signatures of the Mayor and the City Clerk-Treasurer and the seal of the City affixed hereto. The title and general summary of the subject matter contained in this Ordinance (set out in Section 32 hereof) shall be published in a newspaper which is of general circulation in the City in accordance with law, and the Ordinance shall be in full force and effect five days after such publication and posting as provided by law.

Section 32. General Summary for Publication. The title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

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

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____ (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on December 16, 2027. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2027, IN THE PRINCIPAL AMOUNT OF FOUR MILLION EIGHT HUNDRED ELEVEN THOUSAND DOLLARS ($4,811,000) FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

(End of Form of Summary of Ordinance for Publication)

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 16TH DAY OF DECEMBER, 2027.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

_____
MAYOR

[SEAL]

ATTEST:

_____
CLERK-TREASURER

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

Those Voting Aye: _____

_____

_____

_____

_____

Those Absent: _____

_____

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

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

Dated this 16th day of December, 2026.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

_____
MAYOR

[SEAL]

ATTEST:

_____
CLERK-TREASURER

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: G.2

SUBJECT: Amended Resolution No. 23 26/27 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: November 13, 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 Budget Adjustment Requests for Fiscal Year 2026-2027

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**

.

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 11-18-26

RESOLUTION NO. 23 26/27

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

WHEREAS, the final budget 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, the City Commission approved a budget adjustment for Fiscal Year 2026-2027 on October 28, 2026, and said budget adjustment has since been amended and is now before the City Commission for approval as an amended budget adjustment; 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 approves and adopts the amended budget adjustment, originally approved on October 28, 2026, as 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 **18th day of November, 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 **Amended 11/18/26 CC**

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
		216-4503-37380	Misc Rev	Revenue	$ -	$ 200,000	$ 200,000	Sierra County
		216-4503-37380	Misc Rev	Revenue	$ 200,000.00	$ 400,000	$ 600,000	Sierra County Flood Commissioner

ATTEST:

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

Rolf Hechler, Mayor **(Date)**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: G.3

SUBJECT: Resolution No. 26 26/27 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: November 13, 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. 26 26/27 Budget Adjustment Requests for Fiscal Year 2026-2027

Attachments:

Resolution No 26 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**

.

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 11-18-26

RESOLUTION NO. 26 26/27

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

WHEREAS, the final budget 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 **18th day of November, 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 11/18/2026
DFA Resolution Number: 26 **Fully Executed Agreements**
BAR NUMBER 3

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	380	380-7001-32375	WW-Vacuum Sewer Improv Grant	Revenue	$ -	$ 93,534	$ 93,534	Clean Water State Revolving (CWSRLF 098) Vac Station Project
		380-7001-38387	WW-Vacuum Sewer Improv Loan	Revenue	$ -	$ 348,878	$ 348,878	Clean Water State Revolving (CWSRLF 098) Vac Station Project
		380-7001-80860	WW-Vacuum Sewer Imprv Infra	Expense	$ -	$ 440,806	$ 440,806	Clean Water State Revolving (CWSRLF 098) Vac Station Project
		380-7001-39935	WW-Vacuum Sewer Imfrv Transfer In	Revenue	$ -	$ 440,806	$ 440,806	Clean Water State Revolving (CWSRLF 098) Vac Station Project
		380-7001-49930	WW-Vacuum Sewer Imfrv Transfer Out	Expense	$ -	$ 440,806	$ 440,806	Clean Water State Revolving (CWSRLF 098) Vac Station Project
	506	506-4005-39935	WW-Transfer In	Revenue	$ 3,587,765.00	$ 440,806	$ 4,028,571	Clean Water State Revolving (CWSRLF 098) Vac Station Project
		506-4005-49930	WW-Transfer Out	Expense	$ 4,539,082.00	$ 440,806	$ 4,979,888	Clean Water State Revolving (CWSRLF 098) Vac Station Project
2	403	403-1203-49930	Transfer Out	Expense	$ -	$ 203,368	$ 203,368	Street Sweeper Loan Draw Down
	216	216-4503-39935	Transfer In	Revenue	$ 10,479,831.00	$ 203,368	$ 10,683,199	Street Sweeper Loan Draw Down
		216-4503-80845	Equipment	Expense	$ 50,000.00	$ 189,414	$ 239,414	Street Sweeper Loan Draw Down

ATTEST:

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

Rolf Hechler, Mayor **(Date)**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: G.4

MEETING DATE: November 18, 2026

SUBJECT: Discussion/Action: Resolution No. 27 26/27 authorizing a $1,000,000 Local Solar Access Fund Grant Agreement with NMFA (LSAF-0014)
DEPARTMENT: Community Development
DATE SUBMITTED: November 9, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:
The New Mexico Finance Authority approved a $1,000,000 Local Solar Access Fund grant on September 24, 2026, for photovoltaic solar canopies at the Police Station and downtown parking area adjacent to newly installed electric vehicle charging stations, including related work necessary to complete the project. Resolution No. 27 26/27 approves the grant agreement, authorizes its execution and related closing documents, and certifies that the grant and other available funds are sufficient to complete the project.

Recommendation:
Approve Resolution No. 27 26/27 Local Solar Access Fund Grant Agreement (LSAF-0014) and authorize the mayor to execute the agreement and related documents

Attachments:
- Resolution No. 27 26/27
- Local Solar Access Grant Agreement

-

Fiscal Impact (Finance): **Yes**
$1,000,000 Reimbursable Grant

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 11-18-26

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF

RESOLUTION NO. 27 26/27

OF THE CITY COMMISSION

CITY OF TRUTH OR CONSEQUENCES
Sierra County, New Mexico

November 18, 2026

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

The City Commision (the "Governing Body") of the City of Truth or Consequences, located in Sierra County, New Mexico (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 405 West Third Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the meeting held on November 18, 2026, at the hour of 9:00 a.m. Upon roll call, the following members and officers were found to be present:

Present: _____

_____

_____

_____

_____

Absent: _____

_____

Also Present: _____

_____

Thereupon, there was officially filed with the Clerk-Treasurer a copy of a proposed Resolution in final form, as follows:

CITY OF TRUTH OR CONSEQUENCES
Sierra County, New Mexico

RESOLUTION NO. 27 26/27

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL SOLAR ACCESS FUND GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "NMFA"), AND CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO (THE "GRANTEE"), IN THE AMOUNT OF $1,000,000.00 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF LOCAL SOLAR ACCESS PROJECT, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a legally and duly created, established, organized and existing Municipality, in good standing under the general laws of the State of New Mexico; and

WHEREAS, the Grantee is qualified to receive the Grant pursuant to the NMFA's Rules Governing the Local Solar Access Fund and NMSA 1978, §6-21-17, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Clerk-Treasurer this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated December 4, 2026.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project consists of the installation of photovoltaic solar canopies at the Police Station and downtown parking area adjacent to newly installed electric vehicle charging stations and shall include such other related work and revisions necessary to complete the project.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Grant and will utilize the Project for the purposes set forth in the Grant Agreement.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of either a majority of a quorum of the Governing Body or of all members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of $1,000,000.00 and other funds, if applicable, to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of One Million Dollars ($1,000,000.00).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the Clerk-Treasurer is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the NMFA and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. If applicable, upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Solar Access Fund.

C. NMFA Not Responsible. The NMFA shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and Clerk-Treasurer of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The City of Truth or Consequences through its Governing Body agrees to authorize and execute all such agreements with the NMFA as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS NOVEMBER 18, 2026.

CITY OF TRUTH OR CONSEQUENCES

By_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela Torres, Clerk-Treasurer

[*Remainder of page intentionally left blank.*]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____ _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

_____

Those Voting Nay: _____

_____

Those Absent: _____

_____

_____ (____) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the Clerk-Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

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

[*Signature page follows.*]

CITY OF TRUTH OR CONSEQUENCES
Sierra County, New Mexico

By_____
Rolf Hechler, Mayor

By_____
Angela Torres, Clerk-Treasurer

(SEAL)

[*Remainder of page intentionally left blank.*]

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

I, Angela Torres, Clerk-Treasurer, the duly qualified and acting record-keeping officer of the City of Truth or Consequences, Sierra County, New Mexico (the "Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Mayor of the City of Truth or Consequences in Sierra County, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at 405 West Third Street, Truth or Consequences, New Mexico 87901, on November 18, 2026, at the hour of 9:00 a.m, insofar as the same relate to the adoption of Resolution No. 27 26/27 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 01 26/27, dated July 8, 2026, presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this December 4, 2026.

CITY OF TRUTH OR CONSEQUENCES
Sierra County, New Mexico

By_____
Angela Torres, Clerk-Treasurer

(SEAL)

EXHIBIT "A"

Notice of Meeting

$1,000,000.00

LOCAL SOLAR ACCESS GRANT AGREEMENT

dated

December 4, 2026

by and between

NEW MEXICO FINANCE AUTHORITY

and

CITY OF TRUTH OR CONSEQUENCES
Sierra County, New Mexico

LSAF-0014

LOCAL SOLAR ACCESS GRANT AGREEMENT

THIS LOCAL SOLAR ACCESS GRANT AGREEMENT (the "Grant agreement"), dated December 4, 2026, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "NMFA") and the City of Truth or Consequences, located in Sierra County, New Mexico (the "Grantee").

WITNESSETH:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State of New Mexico (the "State"), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§6-21-1 through 6-21-31, as amended, (the "Act"); and

WHEREAS, NMSA 1978, §6-21-6.17, as amended, creates the Local Solar Access Fund to be administered by the NMFA to make Grants to eligible entities; and

WHEREAS, Grantee is a legally and duly created, established, organized and existing Municipality, in good standing under the general laws of the State; and

WHEREAS, the Grantee is eligible to receive the Grant pursuant to the NMFA's Rules and NMSA 1978, §6-21-6.17, as amended; and

WHEREAS, the Grantee has applied to the NMFA for Grant funding (as defined below) and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the NMFA and accept a grant in the amount of $1,000,000.00 from the NMFA to carry out the Project, as more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Agreement Term" means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

"Authorized Officers" means in the case of the Grantee the Mayor of the Governing Body, and in the case of the NMFA the Chief Executive Officer, or any other officer or employee of the NMFA designated in writing by the Chief Executive Officer.

"Closing Date" means the date of execution, delivery and funding of this Grant Agreement.

"Event of Default" means one or more events of default as defined in Article IX of this Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Force Majeure" means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control.

"Governing Body" means the City Commission of the Grantee, or any future governing body of the Grantee.

"Grant or Grant Amount" means the sum of $1,000,000.00.

"Grant Account" means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the NMFA for deposit of the Grant Amount for disbursal to the Grantee for payment of the costs of the Project.

"Grant Agreement" means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

"Grantee" means City of Truth or Consequences, located in Sierra County, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove," "hereafter" and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

"Local Solar Access Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"Grant" means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project and is equal to the Grant Amount.

"Policy" or "Policies" means the New Mexico Finance Authority Local Solar Access Fund Policies.

"Project" means the solar energy system, energy storage system or interconnection equipment as more particularly described in Exhibit "A" hereto.

"Resolution" means the Grantee's Resolution No. 27 26/27 adopted on November 18, 2026, authorizing the Grantee's acceptance of the terms and conditions of this Grant Agreement.

"Rules" mean the Rules governing the Local Solar Access Fund as adopted by the Board of Directors of the NMFA, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a Municipality duly organized, existing and in good standing under the statutes and laws of the State. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds

for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the activities described in the Term Sheet (Exhibit A) and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the NMFA, the Grantee will allow the Energy, Minerals and Natural Resources Department, or other appropriate agency of the State or the NMFA to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed and shall not be subject to

amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred, and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the NMFA.

(p) Reports to NMFA. The Grantee shall report at least semi-annually to the NMFA on the status of the Project.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

Section 2.2. Representations, Warranties and Covenants of the NMFA. The NMFA represents, warrants and covenants as follows:

(a) The NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the NMFA that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, or (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the NMFA).

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the NMFA shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the NMFA pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The NMFA hereby grants, and the Grantee hereby accepts an amount equal to the Grant Amount. The NMFA shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the NMFA. The Grantee hereby pledges to the NMFA all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the NMFA for the credit of the Local Solar Access Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, and efficiently.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the NMFA shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the NMFA in its sole discretion, upon receipt by the NMFA of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the authorized representative of the Grantee acceptable to the NMFA that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the NMFA, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the NMFA shall have determined that the Grantee has met the requirements established for the Grant by the NMFA and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon

a determination by the NMFA that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The NMFA, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the NMFA Board of Directors approved the grant on September 24, 2026.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the NMFA stating that to the best of the Authorized Officer's knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the NMFA may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The NMFA and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. NMFA and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the NMFA or the Grantee is required, or the Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Grantee by an Authorized Officer of the NMFA or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF NMFA FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of NMFA. The NMFA shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of NMFA. The NMFA shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the NMFA and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the NMFA or its designee, Grantee shall defend the NMFA and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the NMFA, unless the NMFA shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the NMFA, but cannot be cured within the applicable thirty (30) day period, the NMFA will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the NMFA may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the NMFA; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

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

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the NMFA to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The NMFA may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the NMFA in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the NMFA and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

City of Truth or Consequences
Attn: Rolf Hechler, Mayor
505 Sims Street
Truth or Consequences, New Mexico 87901

And if to the NMFA, then to:

New Mexico Finance Authority
Attn: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

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

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

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the NMFA and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the NMFA is hereby expressly waived and released by the Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The NMFA shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, returned signed by electronic e-mail each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[*Remainder of page intentionally left blank.*]

[*Signature page follows.*]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, and as authorized by the NMFA Board of Directors on September 24, 2026, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

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

By_____
Mark Chaiken, General Counsel

CITY OF TRUTH OR CONSEQUENCES

By_____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By_____
Angela Torres, Clerk-Treasurer

EXHIBIT "A"

TERM SHEET

Grantee:	City of Truth or Consequences, Sierra County, New Mexico
Project No.	LSAF-0014
Project Description:	Grant Assistance to fund PV solar canopies at Police Station and downtown parking area adjacent to newly installed EV charging stations and shall include such other related work and revisions necessary to complete the project.
Total Grant Amount:	$1,000,000.00
Closing Date:	December 4, 2026

EXHIBIT "B"
FORM OF REQUISITION

RE: $1,000,000.00 Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("NMFA") and City of Truth or Consequences, Sierra County, New Mexico ("Grantee"), LSAF-0014 (the "Grant Agreement").

Closing Date: December 4, 2026

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER: _____

PAYMENT AMOUNT: $_____

PURPOSE OF PAYMENT: _____

Payee's Name:	
Address line 1 (no P.O. Boxes)	
Address line 2 (optional)	
City	
State	
Postal Code	
Country	

WIRING INFORMATION

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein. Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED:_____

By:_____
Authorized Officer of the Grantee

Print Name:_____

Title:_____

EXHIBIT "C"

FORM OF CERTIFICATE OF COMPLETION

RE: $1,000,000.00 Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("NMFA") and City of Truth or Consequences, in Sierra County, New Mexico ("Grantee"), LSAF-0014 (the "Grant Agreement").

Closing Date: December 4, 2026

TO: NEW MEXICO FINANCE AUTHORITY

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

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on _____, 20___.

2. The total cost of the Project was $_____.

3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

City of Truth or Consequences

By:_____

Its:_____

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: G.5

SUBJECT: Discussion/Action: Resolution 28 26/27 Authorizing the Execution and Delivery of a Loan Agreement and Intercept Agreement Between the City of Truth or Consequences and the New Mexico Finance Authority
DEPARTMENT: Truth or Consequences Police Department
DATE SUBMITTED: November 12, 2026
SUBMITTED BY: Deanna Knull
WHO WILL PRESENT THE ITEM: Deanna Knull, PD Executive Assistant

Summary/Background:
City Commission approved submission of an application at their meeting on 08/12/26. Application has been accepted and approved in the amount of $306,099. NMFA requires commission approval by Resolution for execution of the Loan Agreement and supporting documentation.

Recommendation:
Approve Resolution 28 26/27 and Authorize Mayor and/or City Manager to execute and submit Loan and Intercept Agreement and all applicable documents.

Attachments:
- NMFA Resolution, Loan Agreement and Supporting Documents
-

-

Fiscal Impact (Finance): **Yes**
Reference Resolution and Loan Agreement Documents

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 11-18-26

$306,099
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY
PUBLIC PROJECT REVOLVING FUND LOAN
Loan No. PPRF-7356

Closing Date: December 22, 2026

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 01 26/27 adopted July 8, 2026

2. Loan Resolution No. 28 26/27, adopted November 18, 2026, Agenda and the Affidavit of Publication of the Notice of Adoption of Resolution in *Sierra County Sentinel*

3. Loan Agreement

4. Intercept Agreement

5. General and No Litigation Certificate

6. Arbitrage and Tax Certificate with Form 8038-G and evidence of filing and Finance Authority Tax Representations Certificate

7. Delivery, Deposit and Cross-Receipt Certificate

8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority

9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences, New Mexico
New Mexico Finance Authority
BOKF, NA
Sutin, Thayer & Browne A Professional Corporation

STATE OF NEW MEXICO
COUNTY OF SIERRAf
CITY OR TRUTH OR CONSEQUENCES

The City Commission (the "Governing Body") of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the regular meeting held on the 18th day of November, 2026, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present: _____

_____

_____

_____

_____

Absent: _____

_____

_____

Also Present: _____

_____

_____

Thereupon, there was officially filed with the City Clerk a copy of a proposed resolution in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
RESOLUTION NO. 28 26/27

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF $306,099 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING LAW ENFORCEMENT VEHICLES AND THE RELATED EQUIPMENT FOR THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE ONE-FOURTH OF ONE PERCENT (0.25%) MUNICIPAL, GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE ONE-FOURTH OF ONE PERCENT (0.25%) MUNICIPAL, GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12, Section 7-1-6.15 and Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the Mayor, Mayor Pro Tem, Finance Director and City Clerk.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Completion Date" means the date of final payment of the cost of the Project.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

"Expenses" means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

"Finance Authority" means the New Mexico Finance Authority.

"Finance Authority Debt Service Account" means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

"Fiscal Year" means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the City Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means the City of Truth or Consequences, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Intercept Agreement" means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

"Loan Agreement Principal Amount" means the original principal amount of the Loan Agreement as shown on the Term Sheet.

"NMSA" means the New Mexico Statutes Annotated, 1978, as amended and supplemented.

"Parity Obligations" means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

"Pledged Revenues" means the one-fourth of one percent (0.25%) increment of Municipal Gross Receipts Tax enacted pursuant to Section 7-19D-9, NMSA 1978, as amended, and the Tax Ordinance, distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made monthly by the Distributing State Agency.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the project described in Exhibit "A" to the Loan Agreement.

"Resolution" means this Resolution No. 28 26/27 adopted by the Governing Body on November 18, 2026 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

"State" means the State of New Mexico.

"Tax Ordinance" means Ordinance No. 606 passed and approved by the Governmental Unit pursuant to the Act on June 14, 2011, with an effective date of January 1, 2012, which imposes a one-fourth of one percent (0.25%) increment of Municipal Gross Receipts Tax of the of the gross receipts of all persons engaging in business within the Governmental Unit. Pursuant to Laws 2019, Chapter 274, Section 16, the Municipal Gross Receipts Tax is no longer identifiable as the seventh and eighth increments of Municipal Gross Receipts Tax and instead comprises one-fourth of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9,

NMSA 1978, as amended, of two and one-half percent (2.50%), which is pledged to the Loan Agreement Payments.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

"Municipal Gross Receipts Tax" means the municipal gross receipts tax imposed pursuant to Section 7-19D-9, NMSA 1978, as amended.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-19D-9, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, which imposes a one-fourth of one percent (0.25%) increment of Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

J. Pursuant to Section 7-1-6.12, NMSA 1978, as amended, the Government unit receives Pledged Revenues from the Distributing State Agency.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of $306,099 plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; and (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of $306,099, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on _____, 20__ at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations

thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal and interest due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds, or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

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

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 28 26/27, duly adopted and approved by the Governing Body of the City of Truth or Consequences, New Mexico, on November 18, 2026. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the City Clerk, 505 Sims Street, Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
RESOLUTION NO. 28 26/27

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF $306,099 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING LAW ENFORCEMENT VEHICLES AND THE RELATED

EQUIPMENT FOR THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE ONE-FOURTH OF ONE PERCENT (0.25%) MUNICIPAL, GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE ONE-FOURTH OF ONE PERCENT (0.25%) MUNICIPAL, GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF NOVEMBER, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By_____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By_____
Angela Torres, City Clerk

Commissioner _____ then moved adoption of the foregoing Resolution, duly seconded by Commissioner _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____

_____ (__) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

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

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By_____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By_____
Angela Torres, City Clerk

EXHIBIT "A"
Meeting Agenda
of the November 18, 2026
City Commission Meeting
(See attached)

STATE OF NEW MEXICO
COUNTY OF SIERRA
CITY OR TRUTH OR CONSEQUENCES

I, Angela Torres, the duly qualified and acting City Clerk of the City of Truth or Consequences, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the City of Truth or Consequences, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, on November 18, 2026, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of November, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By_____
Angela Torres, City Clerk

[SEAL]

7835478.docx

$306,099

LOAN AGREEMENT

dated

December 22, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY

and

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA, as trustee under an Indenture, as defined in Article I of this Loan Agreement.

LOAN AGREEMENT

THIS LOAN AGREEMENT dated December 22, 2026 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of purchasing law enforcement vehicles and the related equipment as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Governmental Unit is authorized by the Act to impose by ordinance a Municipal Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978, as amended; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the one-fourth of one percent (0.25%) Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

WHEREAS, the Municipal Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the seventh and eighth increments of Municipal Gross Receipts Tax, and instead comprises one-fourth of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%); and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Governmental Unit is a disadvantaged qualified entity within the meaning of Article II, Section D(3) of the Finance Authority's Amended Rules and Regulations Governing the Public Project Revolving Fund Program; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement including the foregoing recitals, unless the context clearly requires otherwise.

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12, Section 7-1-6.15 and Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Resolution.

"Additional Payment Obligations" mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

"Aggregate Annual Debt Service Requirement" means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means, in the case of the Governmental Unit, Mayor, Mayor Pro Tem, Finance Director and City Clerk, and, in the case of the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

"Blended Interest Rate" means the rate of interest on this Loan Agreement as shown on the Term Sheet.

"Bond Counsel" means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer's Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Expenses" means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

"Finance Authority Debt Service Account" means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

"Fiscal Year" means the period beginning on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the duly organized City Commission of the Governmental Unit, and any successor governing body of the Governmental Unit.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Independent Accountant" means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who: (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intercept Agreement" means the Intercept Agreement dated December 22, 2026, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan" means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

"Loan Agreement" means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

"Loan Agreement Balance" means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

"Loan Agreement Payment" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Principal Amount" means the original principal amount of this Loan Agreement as shown on the Term Sheet.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Municipal Gross Receipts Tax" means the municipal gross receipts tax imposed pursuant to Section 7-19D-9, NMSA 1978, as amended.

"NMSA" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Parity Obligations" means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means revenues of the Governmental Unit received pursuant to the Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to the Resolution and described on the Term Sheet.

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

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of this Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

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

"Resolution" means the Governmental Unit Resolution No. 28 26/27 adopted by the Governing Body on November 18, 2026 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Tax Ordinance" means Ordinance No. 606 passed and approved by the Governmental Unit pursuant to the Act on June 14, 2011, with an effective date of January 1, 2012, which imposes a one-fourth of one percent (0.25%) increment of Municipal Gross Receipts Tax of the of the gross receipts of all persons engaging in business within the Governmental Unit. Pursuant to Laws 2019, Chapter 274, Section 16, the Municipal Gross Receipts Tax is no longer identifiable as the seventh and eighth increments of Municipal Gross Receipts Tax and instead comprises one-fourth of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%), which is pledged to the Loan Agreement Payments.

"Term Sheet" means Exhibit "A" attached hereto.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed the Trustee by the Finance Authority.

"Unassigned Rights" means the rights of the Finance Authority to receive payment of the administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized by the Act to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of acquiring and completing the purchase of law enforcement vehicles and the related equipment. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 7-19D-9, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of 2.1619 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is at least four (4) years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Tax Ordinance and the Resolution, shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. Prior to entering into additional indebtedness to be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.5 hereof and shall seek the written consent of the Finance Authority, such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by a subordinate lien on the Pledged Revenues or a lien on any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept

Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may

from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code.

(x) Pledged Revenues Covenants. The Governing Body has duly adopted the Tax Ordinance imposing the one-fourth of one present (0.25%) Municipal Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement based upon the Finance Authority's findings that:

(ii) The Governmental Unit is a disadvantaged qualified entity in that its median household income is $33,788, which is less than eighty percent (80%) of the State median household income of $67,847.

(iii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property, and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement, or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III
LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV
LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof.

ARTICLE V
LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account such account being held by the Trustee, and; (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues, the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account. The Finance Authority Debt Service Account shall be established

and held by the Finance Authority on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. (A) Monthly, beginning on the first day of the [second] month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is _____, 20__), and (B) on the first day of each month thereafter, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";

(ii) Principal Payments. (A) Monthly, beginning on the first day of the [second] month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Principal Component (which is May 1, 20__), and (B) on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B".

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

Notwithstanding any other provisions hereof, the Finance Authority shall have the right to waive the requirement of the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement, and any moneys in the Loan Agreement Reserve Account may, at the written direction of the Finance Authority, be applied to the Finance Authority Debt Service Account, applied to the prepayment of the Loan pursuant to Article VIII hereof, or released to the Governmental Unit for the Project or used for any other purposes provided by law. If amounts in the Loan Agreement Reserve Account are released by the Finance Authority, the references in this Loan Agreement to the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement shall be of no further force and effect.

(c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) With prior written notice to the Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations

and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on said account shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI
THE PROJECT

Section 6.1 Agreement to Acquire the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to acquire the Project. The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of the Project. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed $10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year, does not exceed $10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed $5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury

Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

ARTICLE VIII
PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Government Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX
INDEMNIFICATION

From and to the extent of the Pledged Revenues, to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

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

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 505 Sims Street, Truth or Consequences, New Mexico 87901, Attention: City Manager; if to the Finance Authority, New Mexico Finance Authority, 810 W. San Mateo Road, Santa Fe, New Mexico 87505, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on September 24, 2026, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS
OF THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By_____
Eduardo A. Duffy

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By_____
Mark Chaiken, General Counsel

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

[SEAL]

By_____
Rolf Hechler, Mayor

ATTEST:

By_____
Angela Torres, City Clerk

7835485.docx

EXHIBIT "A"

TERM SHEET
New Mexico Finance Authority Loan No. PPRF-7356

Governmental Unit:	City of Truth or Consequences, New Mexico
Project Description:	The purchase of law enforcement vehicles and the related equipment
Loan Agreement Principal Amount:	$306,099
Disadvantaged Funding Amount:	$150,000
Pledged Revenues:	The revenues distributed to the Governmental Unit, being the revenues of the one-fourth of one percent (0.25%) increment of the Municipal Gross Receipts Tax imposed pursuant to Section 7-19D-9, NMSA 1978, as amended, and Tax Ordinance No. 606 adopted on June 14, 2011 and effective on January 1, 2012. Pursuant to Laws 2019, Chapter 274, Section 16, the Municipal Gross Receipts Tax is no longer identifiable as the seventh and eighth increments of Municipal Gross Receipts Tax and instead comprises one-fourth of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%).
Coverage Ratio;	one hundred twenty five percent (125%)
Distributing State Agency:	State of New Mexico Taxation and Revenue Department
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test:	one hundred twenty five percent (125%)
Authorizing Legislation:	Resolution No. 28 26/27 adopted on November 18, 2026
Closing Date:	December 22, 2026
Blended Interest Rate:	0.891621%
Program Account Deposit:	$306,099
Finance Authority Debt Service Account Deposit:	$0.00

First Interest Payment Date:	May 1, 2027
First Principal Payment Date:	May 1, 2027
Final Payment Date:	May 1, 2030

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS THE FINANCE AUTHORITY APPROVES A LONGER PERIOD IN WRITING

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: $306,099 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

You are hereby authorized to disburse from the Program Account – City of Truth or Consequences, New Mexico (2026 Police Equipment Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PPRF-7356 CLOSING DATE: December 22, 2026

REQUISITION NUMBER: _____ AMOUNT OF PAYMENT: $_____

Payee's Name:	
Physical Address **(no P.O. Boxes)**	
Address line 2 (optional)	
City	
State	
Postal Code	
Country	

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Truth or Consequences, New Mexico (2026 Police Equipment Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Truth or Consequences, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Truth or Consequences, New Mexico, shall, and understands its obligation to, complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____ By: _____
Authorized Officer of Borrower

Title: _____
Print Name and Title

APPROVED FOR DISTRIBUTION:

NEW MEXICO FINANCE AUTHORITY

By: _____

_____

Print Name and Title

DATED: _____

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: $306,099 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
PPRF@nmfa.net

Rich Wood
Senior Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-7356 CLOSING DATE: December 22, 2026

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer of Borrower

Title: _____
Print Name and Title

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into December 22, 2026, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the acquisition of law enforcement vehicles and the related equipment for use by the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 3-31-1 through 3-31-12, NMSA 1978, as amended (collectively, the "Act"), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow $306,099 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Sections 7-19D-9 and 7-1-6.15, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of the one-fourth of one percent (0.25%) increment of Municipal Gross Receipts Tax (the "Pledged Revenues") from the State Taxation and Revenue Department (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of $306,099 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule").

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from distributions of the Pledged Revenues pursuant to Sections 7-1-6.15 and 7-19D-9, NMSA 1978, as amended, to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. 28 26/27, passed and adopted on November 18, 2026 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed

separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in March 2027.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By_____
Rolf Hechler, Mayor

[SEAL]

ATTEST:

By_____
Angela Torres, City Clerk

Acknowledged:

By_____
Taxation and Revenue Department

Date_____

EXHIBIT "A"

INTERCEPT SCHEDULE

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Payment Dates	Pledged Revenues	Amount
Beginning: March 2027 – April 2027 May 2027 – April 2028 May 2028 – April 2030	The revenues distributed to the Governmental Unit, being the revenues of the one-fourth of one percent (0.25%) increment of the Municipal Gross Receipts Tax imposed pursuant to Section 7-19D-9, NMSA 1978, as amended, and Tax Ordinance No. 606 adopted on June 14, 2011 and effective on January 1, 2012. Pursuant to Laws 2019, Chapter 274, Section 16, the Municipal Gross Receipts Tax is no longer identifiable as the seventh and eighth increment of Municipal Gross Receipts Tax and instead comprises one-fourth of one percent (0.25%) of the maximum rate of Municipal Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%).	 $16,645.27 $7,741.89 $7,741.92

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$306,099
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO	)	
COUNTY OF SIERRA	) ss.	GENERAL AND NO LITIGATION
CITY OF TRUTH OR CONSEQUENCES	)	CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Mayor, Finance Director, City Clerk and Attorney for City of Truth or Consequences, New Mexico (the "Governmental Unit") in Sierra County, and the State of New Mexico (the "State") (provided, that the Attorney for the Governmental Unit is certifying only as to Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 hereof):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 28 26/27 adopted on November 18, 2026 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State, its full name being "City of Truth or Consequences."

2. The Governmental Unit was incorporated in the year 1916.

3. From at least November 18, 2026 (except as otherwise noted), to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor:	Rolf Hechler
City Commission:	Destiny Mitchell, Mayor Pro Tem Ingo Hoeppner Amanda Forrister Chaz Glines
City Manager:	Gary Whitehead
Finance Director:	Jocelyn Holguin
City Clerk:	Angela Torres
Attorney:	Jaime F. Rubin, Esq.

4. The population of the Governmental Unit is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

5. There is no reason within our knowledge, after due inquiry with respect thereto, why the Governmental Unit may not enter into the Loan Agreement and the Intercept Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement and Intercept Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement or the Intercept Agreement that constitutes a default or an event of default under either the Loan Agreement, the Intercept Agreement or the Resolution, and no event of default and no default under the Loan Agreement, the Intercept Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement and the Intercept Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution, the Loan Agreement and the Intercept Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or the Intercept Agreement or to any of the actions required to be taken by the Resolution, the Loan Agreement or the Intercept Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. None of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:

A. The Governmental Unit's adoption of the Resolution; or

B. Any action contemplated by or pursuant to the Resolution, the Loan Agreement, or the Intercept Agreement.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. To the best of our knowledge and belief, after due inquiry with respect thereto, none of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.

15. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and in the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation

is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge and belief, neither the Mayor, Finance Director, City Clerk, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 01 26/27, as adopted and approved by the Governing Body on July 8, 2026, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 01 26/27 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 01 26/27.

22. The *Sierra County Sentinel* is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit.

23. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed the coverage requirement of one hundred twenty five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

24. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

25. The Mayor, Finance Director and City Clerk, on the date of the signing of the Loan Agreement and the Intercept Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

26. The Governmental Unit understands that Sutin, Thayer & Browne A Professional Corporation represents the Finance Authority in this Loan and the Governmental Unit has had the opportunity to consult other counsel in connection with the Loan.

27. This Certificate is for the benefit of the Finance Authority.

28. This Certificate may be executed in counterparts.

[Signature page follows]

WITNESS our hands and the seal of the Governmental Unit this 22nd day of December, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By_____
Rolf Hechler, Mayor

By_____
Angela Torres, City Clerk

By_____
Jocelyn Holguin, Finance Director

[SEAL]

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 are approved and confirmed.

_____
Jaime F. Rubin, Esq., Attorney for the
City of Truth or Consequences, New Mexico

$306,099
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO	)	
	) ss.	ARBITRAGE AND TAX
COUNTY OF SIERRA	)	CERTIFICATE

On behalf of the City of Truth or Consequences, New Mexico (the "Governmental Unit"), and in connection with the Loan Agreement dated December 22, 2026 (the "Loan Agreement"), relating to the financing the cost of purchasing law enforcement vehicles and the related equipment for use by the Governmental Unit (the "Project") as described in the Loan Agreement, and evidencing the Governmental Unit's obligation in the aggregate principal amount of $306,099, the Governmental Unit hereby certifies as follows:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 28 26/27 adopted on November 18, 2026, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Project. The Governmental Unit is entering into the Loan Agreement simultaneously with delivery of this Certificate. The Loan Agreement evidences the loan (the "Loan") made by the New Mexico Finance Authority (the "Finance Authority") to provide funds to pay the costs of acquiring the Project described in Exhibit "A" attached to the Loan Agreement and to pay certain costs incurred in connection with the execution and delivery of the Loan Agreement.

2. Security for the Loan Agreement. Debt service on the Loan Agreement will be secured by the pledged revenues described in Exhibit "A" attached to the Loan Agreement (the "Pledged Revenues") sufficient to pay debt service due in connection with the Loan, which Pledged Revenues have been pledged to the Finance Authority pursuant to the Loan Agreement.

3. Finance Authority Public Project Revolving Fund Program. The Governmental Unit acknowledges that the Finance Authority may assign and transfer the Loan Agreement to the BOKF, NA, as successor trustee (the "Trustee") pursuant to the Indenture, as defined in the Loan Agreement, and all Supplemental Indentures thereto, between the Finance Authority and the Trustee (collectively, the "Indenture"). Pursuant to the Indenture, the Loan Agreement may be pledged as an Additional Pledged Loan to the Trustee as additional security for the payment of amounts due on the Finance Authority's Public Project Revolving Fund Revenue Bonds outstanding at the time of such pledge.

4. Sources and Uses of Loan Funds. The Governmental Unit has received Loan proceeds from the public project revolving fund, as defined in the New Mexico Finance Authority Act, Sections 6-21-1, *et seq.*, NMSA 1978, as amended and supplemented, in the amount of $306,099 from the Finance Authority (the "Proceeds"). The Proceeds do not exceed the amount reasonably necessary for the purposes for which the Loan Agreement was entered into.

5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the $306,099 of Proceeds deposited into the Governmental Unit's Program Account in the Program Fund together with other legally available funds and anticipated earnings from the investment of such Proceeds until they are spent, are expected to be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than $306,099 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of $0.00 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Loan Agreement.

6. Investment of Proceeds. Except for the investment of the Proceeds (i) in the Program Account established under the Indenture with respect to the Loan Agreement pending the payment of the costs of the Project, and (ii) in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Loan Agreement, there will be no investment of the Proceeds.

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account created with respect to the Loan Agreement. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Loan Agreement, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Finance Authority Debt Service Account for the immediately preceding bond year or one-twelfth ($1/12^{th}$) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Loan Agreement or pledged therefor, except for the Finance Authority Debt Service Account.

8. No Disposition of Project. The undersigned reasonably expect that no part of the Project acquired with the Proceeds will be sold or otherwise disposed of, in whole or in part, during the term of the Loan Agreement.

9. General Tax Covenant. The Governmental Unit has covenanted in the Loan Agreement that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148(b)) of the Loan Agreement, which use, if it had been reasonably expected on the date hereof, would have caused the Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Loan Agreement to comply throughout the term of the Loan Agreement with the requirements of

Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto.

10. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 2017-13 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

11. No Common Plan of Financing. There are no other obligations which are being issued or sold at substantially the same time as the Loan Agreement pursuant to a common plan of financing with the Loan Agreement and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Loan Agreement.

12. No Federal Guarantees. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.

13. Information Filing. Loan Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-G with respect to the Loan Agreement attached hereto as Exhibit "A" with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-G as shown on the Finance Authority Certificate attached hereto as Exhibit "B".

14. Hedge Bonds. The Loan is not a hedge bond as defined in Section 149 of the Code.

15. No Reimbursement. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

16. No Refunding. Proceeds of the Loan are not being used to refund any other obligation of the Governmental Unit.

17. Economic Life of Project. The weighted average maturity of 2.1619 years of the Loan Agreement does not exceed 120% of the reasonably expected economic life of the Project, which is at least four (4) years.

18. Qualified Tax-Exempt Obligations. The Loan Agreement is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Governmental Unit during the current calendar year does not exceed $10,000,000 and the Governmental Unit will not designate more than $10,000,000 of "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. For purposes of this Section, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e).

19. Rebate Exception. The Governmental Unit is a governmental unit with general taxing powers, no part of the Loan Agreement is a private activity bond, ninety-five percent (95%) or more of the proceeds are to be used for local governmental activities of the Governmental Unit and, the aggregate face amount of all tax-exempt obligations issued by the Governmental Unit during the current calendar year is not reasonably expected to exceed $5,000,000. There are no subordinate entities of the Governmental Unit which are authorized to issue tax-exempt obligations. If the Governmental Unit fails to satisfy all of the provisions of this paragraph 19 for any reason, as provided in the Loan Agreement and consistent with the covenants of the Governmental Unit contained therein, any rebate owed to the United States Treasury will be paid in the amounts and at the times provided in Section 148 of the Code.

20. Record Retention. The Governmental Unit will manage and retain records related to the Loan as follows:

A. Records will be retained for the life of the Loan, including any refunding loans related thereto, plus three (3) years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to the Loan and compliance functions;

B. Basic records relating to the Loan transaction, including transcript documents executed in connection with the issuance of the Loan (i.e., the authorizing documents, Form 8038-G, the tax certificate, and any elections made with respect to the Loan, if applicable), any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T;

C. Records pertaining to the use of Loan-financed facilities by public and private sources including copies of management agreements and research agreements;

D. Records pertaining to expenditures of Loan proceeds including requisitions, appraisal and property purchase contracts, account statements, invoices, payment vouchers, and the final allocation of proceeds to expenditures;

E. Records pertaining to all sources of payment or security for the Loan; and

F. Records pertaining to investments including guaranteed investment contract documents under the Treasury Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

[Signature page follows]

This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

Dated: December 22, 2026

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

[SEAL]

By_____
Rolf Hechler, Mayor

By_____
Angela Torres, City Clerk

By_____
Jocelyn Holguin, Finance Director

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Form **8038-G** (Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority Check box if **Amended Return** ▶ ☐

1 Issuer's name City of Truth or Consequences, New Mexico	2 Issuer's employer identification number (EIN) 85-6000144
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 505 Sims Street	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Truth or Consequences, New Mexico 87901	7 Date of issue 12/22/2026
8 Name of issue New Mexico Finance Authority, 2026 Police Equipment Loan, PPRF-7356	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Gary Whitehead, City Manager	10b Telephone number of officer or other employee shown on 10a (575) 894-6673

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	306,099
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/2030	$ 306,099	$ 306,099	2.1619 years	0.8953 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	306,099
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	0
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	306,099

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY)		
c	Enter the EIN of the issuer of the master pool bond ▶		
d	Enter the name of the issuer of the master pool bond ▶		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		☑
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		☐
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶		
c	Type of hedge ▶		
d	Term of hedge ▶		
42	If the issuer has superintegrated the hedge, check box ▶		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY)		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
	12/22/2026	Rolf Hechler, Mayor

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
		12/22/2026		

Firm's name ▶ Sutin, Thayer & Browne A Professional Corporation		Firm's EIN ▶	85-0225124
Firm's address ▶ 6100 Uptown Blvd, NE, Suite 400, Albuquerque, NM 87110		Phone no.	505-883-2500

EXHIBIT "B"

NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the $306,099 Loan Agreement dated December 22, 2026 (the "Loan") from the New Mexico Finance Authority (the "Finance Authority") to the City of Truth or Consequences, New Mexico (the "Governmental Unit");

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of $306,099, without accrued interest. The Finance Authority is not acting as an Underwriter with respect to the Loan. The Finance Authority has no present intention to sell, reoffer, or otherwise dispose of the Loan (or any portion of the Loan or any interest in the Loan). The Finance Authority has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Loan and the Finance Authority has not agreed with the Governmental Unit pursuant to a written agreement to sell the Loan to persons other than the Finance Authority, therefore the "issue price" of the Loan is $306,099.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 0.8953%.

3. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 2.1619 years.

4. The undersigned understands that the statements made herein will be relied upon by the Governmental Unit in its effort to complete the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G), required to be filed for the Loan pursuant to the Internal Revenue Code of 1986, as amended, and with regard to establishing facts and circumstances relied on by the Governmental Unit and bond counsel in connection with the execution and delivery of the Loan and the exclusion of interest on the Loan from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Dated this 22nd day of December, 2026.

NEW MEXICO FINANCE AUTHORITY

By:_____
Marquita D. Russel, Chief Executive Officer

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$306,099
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO	)	
	) ss.	DELIVERY, DEPOSIT AND
COUNTY OF SIERRA	)	CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor, Finance Director and City Clerk of the City of Truth or Consequences, New Mexico (the "Governmental Unit"):

1. On the date of this Certificate, the Governmental Unit executed and delivered, or caused to be executed and delivered, a Loan Agreement between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of $306,099, to the Finance Authority (the "Loan Agreement"), as authorized by Governmental Unit Resolution No. 28 26/27 (the "Resolution") adopted on November 18, 2026 relating to the execution and delivery of the Loan Agreement and the Intercept Agreement. The undersigned have received $306,099 as proceeds from the Loan Agreement, being the full purchase price therefore.

2. The proceeds of the Loan Agreement will be placed in the funds and accounts created for the deposit of such moneys under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, each by and between the Finance Authority and BOKF, NA, as Trustee and its successors and assigns, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture, as follows:

Governmental Unit's Account in the Program Fund:	$306,099.00
Deposit to Finance Authority Debt Service Account:	$0.00
Total:	$306,099.00

3. The proceeds of the Loan Agreement will be available to the Governmental Unit upon submittal of a Requisition Form to the Finance Authority in the form attached to the Loan Agreement as Exhibit "C" and will be used as set forth in the Resolution and the Loan Agreement.

WITNESS our hands this 22nd day of December, 2026.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

[SEAL]

By_____
Rolf Hechler, Mayor

By_____
Angela Torres, City Clerk

By_____
Jocelyn Holguin, Finance Director

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It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the City of Truth or Consequences the Loan Agreement and the Intercept Agreement.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel, Chief Executive Officer

SUTIN THAYER & BROWNE
LAWYERS

6100 Uptown Blvd. NE, Suite 400
Albuquerque, NM 87110
P.O. Box 1945
Albuquerque, NM 87103
Phone: (505) 883-2500
Fax: (505) 888-6565
sutinfirm.com

December 22, 2026

New Mexico Finance Authority

810 W. San Mateo Road

Santa Fe, New Mexico 87505

City of Truth or Consequences

505 Sims Street

Truth or Consequences, NM 87901

$306,099 New Mexico Finance Authority Loan to the City of Truth or Consequences, New Mexico (PPRF-7356)

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority (the "Finance Authority") in connection with the $306,099 Loan Agreement (the "Loan Agreement") between the City of Truth or Consequences, New Mexico (the "Governmental Unit") and the Finance Authority. The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12 and Section 7-19D-9, NMSA 1978, as amended, and the Governmental Unit's Resolution No. 28 26/27, adopted on November 18, 2026 (the "Resolution"). The Loan Agreement has been executed and delivered to provide funds for the purchase of law enforcement vehicles and the related equipment, as described in the Loan Agreement.

We have examined the Loan Agreement, Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to all questions of fact material to the opinions set forth herein, we have relied upon representations of the Governmental Unit contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution creates a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Municipal Gross Receipts Tax (the "Pledged Revenues") which it purports to create.

2. The Loan Agreement is a valid and binding special limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan Agreement is a valid and binding special limited obligation of the Finance Authority, enforceable against the Finance Authority in accordance with its terms and provisions.

4. The Loan Agreement is payable solely from and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan Agreement. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

5. Assuming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), with the covenants of the Governmental Unit regarding the use, expenditure and investment of Loan Agreement proceeds and assuming the accuracy of certain representations of the Finance Authority and the Governmental Unit, interest on the Loan Agreement is excludable from gross income of the owners of the Loan Agreement for purposes of federal income taxation. Failure of the Governmental Unit to comply with its covenants and with the requirements of the Code may cause interest on the Loan Agreement to become includable in gross income for federal income tax purposes retroactive to the date of the Loan Agreement.

6. Interest on the Loan Agreement is excluded from net income of the owners thereof for State of New Mexico income tax purposes.

7. The Loan Agreement may be pledged as an "Additional Pledged Loan" or as a "Loan" under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and BOKF, NA, as successor trustee (the "Trustee"), or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a pledge notification or supplemental indenture.

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees. Other than as described in this opinion, we have not addressed nor are we opining on the tax consequences to any person of the investment in, or the receipt of interest on, the Loan Agreement.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico and the federal laws of the United States of America. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Code.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE

A Professional Corporation

7835489.docx

SOURCES AND USES OF FUNDS

City of Truth or Consequences
2026 Police Equipment

Sources:	*PPRF-7356A Market Loan Component*	*PPRF-7356B Disadvantaged Loan Component*	*Total*
Bond Proceeds:			
Par Amount	156,099.00	150,000.00	306,099.00
	156,099.00	150,000.00	306,099.00

Uses:	*PPRF-7356A Market Loan Component*	*PPRF-7356B Disadvantaged Loan Component*	*Total*
Project Fund Deposits:			
Project Fund	156,099.00	150,000.00	306,099.00
	156,099.00	150,000.00	306,099.00

Note: The City's MHI of $33,788 constitutes 49.8% of the State's MHI.

BOND SUMMARY STATISTICS

City of Truth or Consequences
2026 Police Equipment

	PPRF-7356A Market Loan Component	PPRF-7356B Disadvantaged Loan Component	Aggregate
Dated Date	12/22/2026	12/22/2026	12/22/2026
Delivery Date	12/22/2026	12/22/2026	12/22/2026
Last Maturity	05/01/2029	05/01/2030	05/01/2030
Arbitrage Yield	0.895392%	0.895392%	0.895392%
True Interest Cost (TIC)	2.744102%		0.895392%
Net Interest Cost (NIC)	2.743172%		0.891621%
All-In TIC	2.744102%		0.895392%
Average Coupon	2.743172%		0.891621%
Average Life (years)	1.378	2.978	2.162
Duration of Issue (years)	1.355	2.978	2.133
Par Amount	156,099.00	150,000.00	306,099.00
Bond Proceeds	156,099.00	150,000.00	306,099.00
Total Interest	5,900.22		5,900.22
Net Interest	5,900.22		5,900.22
Total Debt Service	161,999.22	150,000.00	311,999.22
Maximum Annual Debt Service	92,902.64	92,903.00	92,903.04
Average Annual Debt Service	68,692.25	44,665.01	92,902.99
Underwriter's Fees (per $1000)			
Average Takedown			
Other Fee			
Total Underwriter's Discount			
Bid Price	100.000000	100.000000	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Market Component	156,099.00	100.000	2.74317295%	1.378
Disadvantaged Component	150,000.00	100.000		2.978
	306,099.00			2.162

	TIC	All-In TIC	Arbitrage Yield
Par Value	306,099.00	306,099.00	306,099.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	306,099.00	306,099.00	306,099.00
Target Date	12/22/2026	12/22/2026	12/22/2026
Yield	0.895392%	0.895392%	0.895392%

BOND DEBT SERVICE

City of Truth or Consequences
2026 Police Equipment

Period Ending	Principal	Coupon	Interest	Debt Service
05/01/2027	31,771	2.650%	1,519.54	33,290.54
05/01/2028	89,504	2.700%	3,398.64	92,902.64
05/01/2029	91,921	** %	982.04	92,903.04
05/01/2030	92,903			92,903.00
	306,099		5,900.22	311,999.22

DETAILED BOND DEBT SERVICE

City of Truth or Consequences
PPRF-7356A Market Loan Component

Market Component (MARKET)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2027	31,771	2.650%	1,519.54	33,290.54	33,290.54
11/01/2027			1,699.32	1,699.32	
05/01/2028	89,504	2.700%	1,699.32	91,203.32	92,902.64
11/01/2028			491.02	491.02	
05/01/2029	34,824	2.820%	491.02	35,315.02	35,806.04
	156,099		5,900.22	161,999.22	161,999.22

DETAILED BOND DEBT SERVICE

City of Truth or Consequences
PPRF-7356B Disadvantaged Loan Component

Disadvantaged Component (DISADV)

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
05/01/2029	57,097		57,097	57,097
11/01/2029				
05/01/2030	92,903		92,903	92,903
	150,000	0	150,000	150,000

Note: The City's MHI of $33,788 constitutes 49.8% of the State's MHI.

BOND DEBT SERVICE

City of Truth or Consequences
2026 Police Equipment

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2027	31,771	2.650%	1,519.54	33,290.54	33,290.54
11/01/2027			1,699.32	1,699.32	
05/01/2028	89,504	2.700%	1,699.32	91,203.32	92,902.64
11/01/2028			491.02	491.02	
05/01/2029	91,921	** %	491.02	92,412.02	92,903.04
11/01/2029					
05/01/2030	92,903			92,903.00	92,903.00
	306,099		5,900.22	311,999.22	311,999.22

UNIVERSAL BOND SOLUTION

City of Truth or Consequences
2026 Police Equipment
Universal Bond Solution Component

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
05/01/2027	31,771	33,291	33,291	729,959	696,668	2,192.69%
05/01/2028	89,504	92,903	92,903	729,959	637,056	785.72%
05/01/2029	91,921	92,903	92,903	729,959	637,056	785.72%
05/01/2030	92,903	92,903	92,903	729,959	637,056	785.72%
	306,099	311,999	311,999	2,919,836	2,607,837	

FORM 8038 STATISTICS

City of Truth or Consequences
2026 Police Equipment

Dated Date	12/22/2026
Delivery Date	12/22/2026

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Market Component:						
	05/01/2027	31,771.00	2.650%	100.000	31,771.00	31,771.00
	05/01/2028	89,504.00	2.700%	100.000	89,504.00	89,504.00
	05/01/2029	34,824.00	2.820%	100.000	34,824.00	34,824.00
	05/01/2030		2.910%	100.000		
Disadvantaged Component:						
	05/01/2027		0.000%	100.000		
	05/01/2028		0.000%	100.000		
	05/01/2029	57,097.00	0.000%	100.000	57,097.00	57,097.00
	05/01/2030	92,903.00	0.000%	100.000	92,903.00	92,903.00
		306,099.00			306,099.00	306,099.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2030		92,903.00	92,903.00		
Entire Issue			306,099.00	306,099.00	2.1619	0.8954%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	0.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

Bond Debt Service

City of Truth or Consequences

2026 Police Equipment (PPRF-7356)

Year	Month	Monthly Principal	Monthly Interest	Monthly Admin	Monthly Debt Service	Outstanding Principal
						$ 306,099.00
2027	Mar	$ 15,885.50	$ 759.77	$ -	$ 16,645.27	$ 290,213.50
	Apr	$ 15,885.50	$ 759.77	$ -	$ 16,645.27	$ 274,328.00
	May	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 266,869.33
	Jun	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 259,410.67
	Jul	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 251,952.00
	Aug	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 244,493.33
	Sep	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 237,034.67
	Oct	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 229,576.00
	Nov	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 222,117.33
	Dec	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 214,658.67
2028	Jan	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 207,200.00
	Feb	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 199,741.33
	Mar	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 192,282.67
	Apr	$ 7,458.67	$ 283.22	$ (0.00)	$ 7,741.89	$ 184,824.00
	May	$ 7,660.08	$ 81.84	$	$	$ 177,163.92
	Jun	$ 7,660.08	$ 81.84	$	$	$ 169,503.83
	Jul	$ 7,660.08	$ 81.84	$	$	$ 161,843.75
	Aug	$ 7,660.08	$ 81.84	$	$	$ 154,183.67
	Sep	$ 7,660.08	$ 81.84	$	$	$ 146,523.58
	Oct	$ 7,660.08	$ 81.84	$	$	$ 138,863.50
	Nov	$ 7,660.08	$ 81.84	$	$	$ 131,203.42
	Dec	$ 7,660.08	$ 81.84	$	$	$ 123,543.33
2029	Jan	$ 7,660.08	$ 81.84	$	$	$ 115,883.25
	Feb	$ 7,660.08	$ 81.84	$	$	$ 108,223.17
	Mar	$ 7,660.08	$ 81.84	$	$	$ 100,563.08
	Apr	$ 7,660.08	$ 81.84	$	$	$ 92,903.00
	May	$ 7,741.92	$ -	$ -	$	$ 85,161.08
	Jun	$ 7,741.92	$ -	$ -	$	$ 77,419.17
	Jul	$ 7,741.92	$ -	$ -	$	$ 69,677.25
	Aug	$ 7,741.92	$ -	$ -	$	$ 61,935.33
	Sep	$ 7,741.92	$ -	$ -	$	$ 54,193.42
	Oct	$ 7,741.92	$ -	$ -	$	$ 46,451.50
	Nov	$ 7,741.92	$ -	$ -	$	$ 38,709.58
	Dec	$ 7,741.92	$ -	$ -	$	$ 30,967.67
2030	Jan	$ 7,741.92	$ -	$ -	$	$ 23,225.75
	Feb	$ 7,741.92	$ -	$ -	$	$ 15,483.83
	Mar	$ 7,741.92	$ -	$ -	$	$ 7,741.92
	Apr	$ 7,741.92	$ -	$ -	$	$ 0.00
		$ 306,099.00	**$ 5,900.22**	**$ (0.00)**	**$ 311,999.22**	

NEW MEXICO
FINANCEAUTHORITY

NMFA Use Only:	
App. #:	-PP
FA assigned:	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND EQUIPMENT APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

			Application Date:	
Applicant/Entity:	Truth or Consequences Police Department			
Address:	507 McAdoo St. Truth or Consequences NM 87901			
County	Sierra		**Census Tract:**	
Federal Employer Identification Number (EIN) as issued by the IRS:				
Legislative District:	**Senate:**		**House:**	
Phone: 575-894-120	**Fax:**		**Email Address:**	ltavizon@torcnm.gov
Individual Completing Application:	Deanna Knull			
Address:	507 McAdoo St. Truth or Consequences NM 87901			
Phone: 575-894-1204	**Fax:**		**Email Address:**	dknull@torcnm.gov

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

Four Fully Upfitted Patrol Vehicles

2. When do you need NMFA funds available? As Soon As Possible

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
4 - Ford Explorers	$ 193,059.00	$	$	$ 193,059.00
4 - Patrol Ready Upfit	$ 108,000.00	$	$	$ 108,000.00
4 - Custom Graphics Plus In	$ 5,040.00	$	$	$ 5,040.00
	$	$	$	$
Total Cost:$	$ 306,099.00	$	$	$ 306,099.00

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- [x] Municipal Local Option GRT – please specify: PD GRT Percentage
- [ ] County Option GRT – please specify:
- [ ] Other Tax-Based Revenue:
- [ ] State-Shared GRT
- [ ] Law Enforcement Funds
- [ ] Fire Protection Funds
- [ ] Other Revenue:

B. Preferred financing term: 4 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☒

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. **The following items must accompany this application in order for this application to be considered complete:**

- [x] Equipment cost breakdown (if applicable)
- [ ] Three most recently completed fiscal year audit reports

- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ■ Equipment Application
- ■ Application Resolution
- ☐ Minutes of public hearing meeting approving submission of application
- ■ Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature: _____ **Title:** Mayor
(highest elected official)

Jurisdiction: City of Truth or Consequences

Print Name: Rolf Hechler **Date:** 8/12/26

Signature: Jocelyn Holguin **Date:** 8/13/2026

Finance Officer/Director: _____

RESOLUTION NO. 14 26/27

AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Truth or Consequences is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (the "Act"), and the City Commission is authorized to borrow funds and/or issue bonds for the financing of public projects for the benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority has established a program for financing projects from the Public Project Revolving Fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake the acquisition, construction, and improvement of Law Enforcement Equipment Loan Application ("Project") for the benefit of the Governmental Unit and its citizens; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of Truth or Consequences, that:

All prior actions of the Governing Body and its officers and employees directed toward the preparation and submission of the Application and the Project, to the extent consistent with this resolution, are hereby ratified, approved, and confirmed.

The completed Application submitted to the Governing Body is hereby approved and confirmed.

The officers and employees of the Governing Body are hereby directed and authorized to submit the completed Application to the Authority for its review, to take such further actions as may be requested by the Authority during its consideration of the Application, and to proceed with arrangements for financing the Project.

All resolutions or parts thereof in conflict with this resolution are hereby repealed.

This resolution shall take effect immediately upon its adoption.

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

By: _____
Rolf Hechler, Mayor

ATTEST:

_____
Angela Torres, City Clerk

NEW MEXICO
FINANCEAUTHORITY

NMFA Use Only:	
App. #:	-PP
FA assigned:	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND EQUIPMENT APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

				Application Date:	
Applicant/Entity:	Truth or Consequences Police Department				
Address:	507 McAdoo St. Truth or Consequences NM 87901				
County	Sierra			**Census Tract:**	
Federal Employer Identification Number (EIN) as issued by the IRS:					
Legislative District:	**Senate:**			**House:**	
Phone: 575-894-120	**Fax:**		**Email Address:**	ltavizon@torcnm.gov	
Individual Completing Application:	Deanna Knull				
Address:	507 McAdoo St. Truth or Consequences NM 87901				
Phone: 575-894-1204	**Fax:**		**Email Address:**	dknull@torcnm.gov	

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

Four Fully Upfitted Patrol Vehicles

2. When do you need NMFA funds available? As Soon As Possible

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
4 - Ford Explorers	$ 193,059.00	$	$	$ 193,059.00
4 - Patrol Ready Upfit	$ 108,000.00	$	$	$ 108,000.00
4 - Custom Graphics Plus In	$ 5,040.00	$	$	$ 5,040.00
	$	$	$	$
Total Cost:$	$ 306,099.00	$	$	$ 306,099.00

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- ☒ Municipal Local Option GRT – please specify: PD GRT Percentage
- ☐ County Option GRT – please specify: _____
- ☐ Other Tax-Based Revenue: _____
- ☐ State-Shared GRT
- ☐ Law Enforcement Funds
- ☐ Fire Protection Funds
- ☐ Other Revenue: _____

B. Preferred financing term: 4 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☒

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- ☒ Equipment cost breakdown (if applicable)
- ☐ Three most recently completed fiscal year audit reports

- ☐ Current unaudited financials
- ☐ Current fiscal year budget
- ☒ Equipment Application
- ☒ Application Resolution
- ☐ Minutes of public hearing meeting approving submission of application
- ☒ Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature: _____ **Title:** Mayor
(highest elected official)

Jurisdiction: City of Truth or Consequences

Print Name: Rolf Hechler **Date:** 8/12/26

Signature: Jocelyn Holguin **Date:** 8/13/2026

Finance Officer/Director: _____

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item#: G.6

MEETING DATE: November 18, 2026

SUBJECT: Resolution No. 29 26/27 Sale of Surplus Property to be sold at the December 5, 2026 Willard Hall Auction.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: October 30, 2026
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk-Treasurer

Summary/Background:

Pursuant to Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences has property that is no longer needed. The City will use Willard Hall Auctions to sell surplus property belonging to the City on Saturday, December 5, 2026 at the Sierra County Fairgrounds, 1321 Hyde Street.

Recommendation:

Approve Resolution No. 29 26/27 declaring the sale of surplus property with Willard Hall Auctions.

Attachments:

- Resolution No. 29 26/27
- Property disposal forms

Fiscal Impact (Finance): **No**

Legal Review (City Attorney): Choose an item.

.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Resolution No. 31 26/27 Ordinance No. N/A
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐Other: .
File Name: CC Agendas 11/18/26

RESOLUTION NO. 29 26/27

A RESOLUTION DECLARING SURPLUS PROPERTY TO BE NONESSENTIAL FOR PUBLIC OR GOVERNMENT FUNCTIONS TO BE SOLD PURSUANT TO §3-54-2 NMSA

WHEREAS, the City Commission of the City of Truth or Consequences finds surplus property to be nonessential for public or government functions; and

Whereas, PURSUANT TO Section 3-54-2 of the New Mexico State Statues, 1978, Annotated, the City of Truth or Consequences serves notice that the City will use **Willard Hall Auctions** to sell various surplus property belonging to the City.

NOW THEREFORE BE IT RESOLVED THAT:

- The City of Truth or Consequences may sell personal property having a value of more than two thousand five hundred ($2,500.00) at public or private sale. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice, pursuant to the provisions of Subsection J or Section 3-1-2 NMSA 1978, not less than seven days apart, with the last publication not less than fourteen days prior to the sale.

- If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the municipality, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed sale of lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening and shall be published according to the provisions of Subsection J of Section 3-1-2 NMSA 1978.

- The City of Truth or Consequences may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to the federal government is such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration. The provisions of Section 6-6-11 NMSA 1978 shall not apply to such sale, exchange or a donation.

PASSED, APPROVED AND ADOPTED this **18th** day of **November, 2026.**

_____
Rolf Hechler, Mayor

ATTEST:

_____
Angela A. Torres, CMC, City Clerk

PROPERTY DISPOSAL REQUEST FORM

Date:	May 4, 2026
Department:	Fire

PROPERTY ASSIGNED TO:

Department:	Fire
Location:	Fire Dept. Stations
Individual:	Assistant Chief Ron Hoskins
Supervisor:	Chief Paul Tooley

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	1	1	1
Tag Number:	NO TAG	[redacted]	986320
License # if any			
Brand/Model:	Ford Fire Truck 1986	[redacted]	Ford 2000 Expedition
Description:	Fire Truck	[redacted]	Fire Truck
Serial/Vin #:	1FDYD84N1GVA12985	[redacted]	1FMPU16L11LA79958
Original Amount:			
Will This be Sold at Auction?	YES	[redacted]	YES
Reason :	Not Running/Not Needed	[redacted]	Not Running/Not Needed

Fill in all spaces where applicable & submit to the Finance Department *within 5 working days* .

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Employee Signature	Executive Admin Assistant Title	5/4/26 Date
Department Head Signature	ASST CH, ER 5/8/26 Date	CITY MANAGER SIGNATURE ONLY APPROVES PROCESS TO BEGIN; SIGNATURE DOES NOT AUTOMATICALLY APPROVE DISPOSAL. CONTACT FINANCE DIRECTOR
APPROVED: City Manager Signature	5/11/26 Date	

FINANCE DIRECTOR OR DESIGNEE

Date entered into system: _____ **RESOLUTION #** _____

By: _____ **COMMISSION MEETING DATE:** _____

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

FINANCE DIRECTOR WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.

Revised 12/17/20

PROPERTY DISPOSAL REQUEST FORM

Date:	10/14/2025
Department:	Sanitation

PROPERTY ASSIGNED TO:

Department:	Sanitation
Location:	City of Torc
Individual:	N/A
Supervisor:	Andres A. Alvarez

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	1	1	
Tag Number:	N/A	1109	
License # if any	N/A	G66541	
Brand/Model:	PB320	GMCT8500 (2004)	
Description:	Automated Side Loader Truck	Side Load Dumpster Truck	
Serial/Vin #:	3BPZL50X09F719188	1GDT8F4346F418818	
Original Amount:	Donated	$175,000	
Will This be Sold at Auction?	Yes	Yes	
Reason :	Retired equipment	Retired equipment	

Fill in all spaces where applicable & submit to the Finance Department *within 5 working days* .

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Wesley [illegible]	Supervisor	10/14/2025
Employee Signature	Title	Date
[illegible]	10.14.2025	
Department Head Signature	Date	
APPROVED: [illegible]	11/10/2026	
City Manager Signature	Date	

CITY MANAGER SIGNATURE ONLY APPROVES PROCESS TO BEGIN; SIGNATURE DOES NOT AUTOMATICALLY APPROVE DISPOSAL.

CONTACT FINANCE DIRECTOR

FINANCE DIRECTOR OR DESIGNEE

Date entered into system: _____

By: _____

RESOLUTION # _____

COMMISSION MEETING DATE: _____

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

FINANCE DIRECTOR WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.

PROPERTY DISPOSAL REQUEST FORM

		PROPERTY ASSIGNED TO:	
Date:	10/28/26	Department:	TCPD
Department:	TCPD	Location:	Police Department
		Individual:	Deanna Knull
		Supervisor:	Chief Luis Tavizon

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	1	1	1
Tag Number:			
License # if any	G99289	G99292	G99208
Brand/Model:	Ford Explorer	Ford Explorer	Ford Explorer
Description:	Patrol Unit	Patrol Unit	Patrol Unit
Serial/Vin #:	1FM5K8AR2XHGB55565	1FM5K8ARXHB55566	1FM5K8ARXHGB55568
Original Amount:	$27,922.00	$27,922.00	$27,922.00
Will This be Sold at Auction?	Yes	Yes	Yes
Reason :	Retired Unit	Retired Unit	Retired Unit

Fill in all spaces where applicable & submit to the City Clerk and Finance Department

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Deanna N Knull	Executive Assistant	10/28/26
Employee Signature	Title	Date
[signature]	10/28/26	
Department Head Signature	Date	
APPROVED: [signature]	11/10/26	
City Manager Signature	Date	

CITY MANAGER SIGNATURE ONLY APPROVES PROCESS TO BEGIN; SIGNATURE DOES NOT AUTOMATICALLY APPROVE DISPOSAL. CONTACT CITY CLERK OR FINANCE OFFICE

CHIEF FINANCIAL OFFICER OR DESIGNEE

Date entered into system: _____ **RESOLUTION #** _____

By: _____ **COMMISSION MEETING DATE:** _____

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

CHIEF FINANCIAL OFFICER WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.

PROPERTY DISPOSAL REQUEST FORM

Date:	10/28/26
Department:	TCPD

PROPERTY ASSIGNED TO:

Department:	TCPD
Location:	Police Department
Individual:	Deanna Knull
Supervisor:	Chief Luis Tavizon

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	1	1	1
Tag Number:	1649		
License # if any	G74035	04788G	06102G
Brand/Model:	Ford Crown Vic	Ford Taurus	Ford Taurus
Description:	Patrol Unit	Patrol Unit	Patrol Unit
Serial/Vin #:	2FAFP71V88X155942	1FAHP2MTØKG113199	1FAHP2MT7KG113197
Original Amount:	$25,929.00	$27,686.00	$27,686.00
Will This be Sold at Auction?	Yes	Yes	Yes
Reason :	Retired Unit	Retired Unit	Retired Unit

Fill in all spaces where applicable & submit to the City Clerk and Finance Department

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Deanna K Knull	Executive Assistant	10/28/26
Employee Signature	Title	Date
	10/28/26	
Department Head Signature	Date	
APPROVED:		
	11/10/26	
City Manager Signature	Date	

CITY MANAGER SIGNATURE ONLY APPROVES PROCESS TO BEGIN; SIGNATURE DOES NOT AUTOMATICALLY APPROVE DISPOSAL. CONTACT CITY CLERK OR FINANCE OFFICE

CHIEF FINANCIAL OFFICER OR DESIGNEE

Date entered into system: _____

By: _____

RESOLUTION # _____

COMMISSION MEETING DATE: _____

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

CHIEF FINANCIAL OFFICER WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.

PROPERTY DISPOSAL REQUEST FORM

Date:	10/28/26
Department:	TCPD

PROPERTY ASSIGNED TO:	
Department:	TCPD
Location:	Police Department
Individual:	Deanna Knull
Supervisor:	Chief Luis Tavizon

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	1	1	1
Tag Number:			
License # if any	20949G	20950G	20951G
Brand/Model:	Chevrolet Tahoe	Chevrolet Tahoe	Chevrolet Tahoe
Description:	Patrol Unit	Patrol Unit	Patrol Unit
Serial/Vin #:	1GNSKDEC2GR251578	1GNSKDEC6HR205852	1GNSKDEC8GR253111
Original Amount:	Donation	Donation	Donation
Will This be Sold at Auction?	Yes	Yes	Yes
Reason :	Retired Unit	Retired Unit	Retired Unit

Fill in all spaces where applicable & submit to the City Clerk and Finance Department

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Deanna K Knull	Executive Assistant	10/28/26
Employee Signature	Title	Date
	10/28/26	
Department Head Signature	Date	

APPROVED:

	11/10/2026
City Manager Signature	Date

CITY MANAGER SIGNATURE ONLY APPROVES PROCESS TO BEGIN; SIGNATURE DOES NOT AUTOMATICALLY APPROVE DISPOSAL. CONTACT CITY CLERK OR FINANCE OFFICE

CHIEF FINANCIAL OFFICER OR DESIGNEE

Date entered into system: _____

By: _____

RESOLUTION # _____

COMMISSION MEETING DATE: _____

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

CHIEF FINANCIAL OFFICER WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.

PROPERTY DISPOSAL REQUEST FORM

Date:	10/28/26
Department:	TCPD

PROPERTY ASSIGNED TO:	
Department:	TCPD
Location:	Police Department
Individual:	Deanna Knull
Supervisor:	Chief Luis Tavizon

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	1		
Tag Number:			
License # if any	20948G		
Brand/Model:	Chevrolet Tahoe		
Description:	Patrol Unit		
Serial/Vin #:	1GNSKDEC9HR206719		
Original Amount:	Donation		
Will This be Sold at Auction?	Yes		
Reason :	Retired Unit		

Fill in all spaces where applicable & submit to the City Clerk and Finance Department

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Deanna K Knull — Employee Signature

Executive Assistant — Title

10/28/26 — Date

Department Head Signature

10/28/26 — Date

APPROVED:

City Manager Signature

11/10/2026 — Date

CITY MANAGER SIGNATURE ONLY APPROVES PROCESS TO BEGIN; SIGNATURE DOES NOT AUTOMATICALLY APPROVE DISPOSAL. CONTACT CITY CLERK OR FINANCE OFFICE

CHIEF FINANCIAL OFFICER OR DESIGNEE

Date entered into system: _____

By: _____

RESOLUTION # _____

COMMISSION MEETING DATE: _____

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

CHIEF FINANCIAL OFFICER WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.

PROPERTY DISPOSAL REQUEST FORM

		PROPERTY ASSIGNED TO:	
Date:	10/23/26	**Department:**	SJOA
Department:	SJOA	**Location:**	
		Individual:	
		Supervisor:	

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	1	1	1
Tag Number:			
License # if any	21065-G	G-91228	G-86038
Brand/Model:	Ford	Dodge	Dodge
Description:	2009 Ford R144	2014 Dodge Grand Caravan	2012 Dodge Truck Caravan
Serial/Vin #:	1FTYR14E99PA06033	2C4RDGBGXER201237	2C4RDGBG9CR366709
Original Amount:			
Will This be Sold at Auction?			
Reason :			

Fill in all spaces where applicable & submit to the Finance Department *within 5 working days* .

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Leslie Downs	Fleet Admin	10/23/26
Employee Signature	Title	Date
[signature]	10/23/26	
Department Head Signature	Date	
APPROVED: [signature]	11/10/2026	
City Manager Signature	Date	

CITY MANAGER SIGNATURE ONLY APPROVES PROCESS TO BEGIN; SIGNATURE DOES NOT AUTOMATICALLY APPROVE DISPOSAL.

CONTACT FINANCE DIRECTOR

FINANCE DIRECTOR OR DESIGNEE

Date entered into system: _____

By: _____

RESOLUTION # _____

COMMISSION MEETING DATE: _____

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

FINANCE DIRECTOR WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: G.7

SUBJECT: Resolution No. 30 26/27 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: November 13, 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. 30 26/27 Budget Adjustment Requests for Fiscal Year 2026-2027

Attachments:

Resolution No 30 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**

.

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 11-18-26

RESOLUTION NO. 30 26/27

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

WHEREAS, the final budget 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 **18th day of November, 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 11/18/2026
DFA Resolution Number: 30 **Signitures Needed**
BAR NUMBER 5

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	360	360-7087-32700	State Grant	Revenue	$ -	$ 1,000,000	$ 1,000,000	NMFA-Local Solar Access Grant-Grant design & construct photovoltaic (PV) solar canopies 2 locations-Police Station and downtown parking area adjacent to the newly installed EV charging stations.
		360-7087-80860	Infra	Expense	$ -	$ 1,000,000	$ 1,000,000	NMFA-Local Solar Access Grant-Grant design & construct photovoltaic (PV) solar canopies 2 locations-Police Station and downtown parking area adjacent to the newly installed EV charging stations.
		360-7087-39935	Transfer In	Revenue	$ -	$ 1,000,000	$ 1,000,000	NMFA-Local Solar Access Grant-Grant design & construct photovoltaic (PV) solar canopies 2 locations-Police Station and downtown parking area adjacent to the newly installed EV charging stations.
		360-7087-49930	Transfer Out	Expense	$ -	$ 1,000,000	$ 1,000,000	NMFA-Local Solar Access Grant-Grant design & construct photovoltaic (PV) solar canopies 2 locations-Police Station and downtown parking area adjacent to the newly installed EV charging stations.
	503	503-3702-39935	Transfer In	Revenue	$ 641,341.00	$ 1,000,000	$ 1,641,341	NMFA-Local Solar Access Grant-Grant design & construct photovoltaic (PV) solar canopies 2 locations-Police Station and downtown parking area adjacent to the newly installed EV charging stations.
		503-3702-49930	Transfer Out	Expense	$ 1,505,598.00	$ 1,000,000	$ 2,505,598	NMFA-Local Solar Access Grant-Grant design & construct photovoltaic (PV) solar canopies 2 locations-Police Station and downtown parking area adjacent to the newly installed EV charging stations.

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Rolf Hechler, Mayor (Date)

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: G.8

SUBJECT: Resolution No. 31 26/27 Budget Adjustment Request
DEPARTMENT: Finance Department
DATE SUBMITTED: November 13, 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. 31 26/27 Budget Adjustment Requests for Fiscal Year 2026-2027

Attachments:

Resolution No 31 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**

.

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 11-18-26

RESOLUTION NO. 31 26/27

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

WHEREAS, the final budget 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 **18th day of November, 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 11/18/2026
DFA Resolution Number: 31 **Signitures Needed**
BAR NUMBER 6

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	403	403-1203-32385	Loan Proceeds	Revenue	$ -	$ 306,099	$ 306,099	NMFA Loan Agreement to purchase vehicles for the PD
		403-1203-49930	Transfer Out	Expense		$ 306,099	$ 306,099	NMFA Loan Agreement to purchase vehicles for the PD
	296	296-2403-80810	PD GRT-Vehicles	Expense	$ 80,000.00	$ 306,099	$ 386,099	NMFA Loan Agreement to purchase vehicles for the PD
		296-2403-39935	PDGRT- Transfer In	Revenue	$ -	$ 306,099	$ 306,099	NMFA Loan Agreement to purchase vehicles for the PD

ATTEST:

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

Rolf Hechler, Mayor **(Date)**

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.1

MEETING DATE: November 18, 2026

SUBJECT: Discussion/Action: Approval of Notice of Award and acceptance and execution of the construction contract with Morrow Enterprises, Inc., for Critical Waterline Replacements — ITB #2026-09-013
DEPARTMENT: Community Development
DATE SUBMITTED: November 13, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

The city received six bids on October 29, 2026, for the Critical Waterline Replacements project. Bids were reviewed for qualifications, required submittals, and references and staff concur with the engineer's recommendation to award Morrow Enterprises, Inc, as the lowest responsive and responsible bidder for a total contract price of $7,513,638.75

The project includes replacement and installation of approximately 36,128 linear feet of waterline using open trench and trenchless methods, including NMDOT roadway crossings; 316 water service connections with new meters and meter boxes; valves, fire hydrants, system connections, and restoration of affected streets, sidewalks, curbs, gutters, and drive pads. Construction is expected to take 540 days.

The project's design was funded through FY23 HUD funds, which also served as the cash match for the NMFA Water Trust Board construction funding.

Recommendation:

Approve the Notice of Award to Morrow Enterprises, Inc; accept the construction contract and authorize the Mayor and/or City Manager to execute the agreement and related award documents

Attachments:

- Notice of Award — Critical Waterline Replacements
- Wilson & Company Recommendation of Award and supporting bid package
- Stipulated Price Agreement Package

-

Fiscal Impact (Finance): Choose an item.

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

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC agendas 11-18-26

WILSON &COMPANY
HIGHER RELATIONSHIPS

4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

November 6, 2026

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

Re: Recommendation of Award, Critical Waterline Replacements

Bids were received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, on Thursday, October 29, 2026, until 2:00 pm MST local time. At 2:15 pm MST, October 29, 2026, the bids were moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM to be publicly opened and read. The following bids were received and publicly opened and read.

COMPANY	BASE BID (EXCL NMGRT)	NMGRT @ 8.375%	BASE BID (INCL NMGRT)
Morrow Enterprises, Inc.	$ 6,933,000.00	$ 580,638.75	$ 7,513,638.75
Smithco Construction, Inc.	$ 6,996,071.50	$ 585,920.99	$ 7,581,992.49
TLC Company, Inc.- SpearD Construction	$ 7,252,940.41	$ 607,433.76	$ 7,860,374.17
J & H Services, Inc.	$ 7,818,112.25	$ 654,766.90	$ 8,472,879.15
Sanchez Demolition, Inc.	$ 8,717,346.49	$ 730,077.77	$ 9,447,424.26
K E & G Construction, Inc.	$ 11,766,132.00	$ 985,413.56	$ 12,751,545.56

A complete tabulation of bids is attached. The evaluation of the bid is based on the Base Bid. Six bids were received. The low bidder was Morrow Enterprises, Inc. as follows:

COMPANY	BASE BID (EXCL NMGRT)	NMGRT @ 8.375%	BASE BID (INCL NMGRT)
Morrow Enterprises, Inc.	$ 6,933,000.00	$ 580,638.75	$ 7,513,638.75

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

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

Included with the signed Bid Proposal form, Morrow Enterprises, Inc. submitted the following:

- List Of Proposed Subcontractors
- List of Proposed Suppliers
- Evidence of authority to do business in the state of the Project
- Contractor's license number
- Required Bidder Qualification Statement with supporting data
- Bid Bond
- Power of Attorney
- Certificate of Equal Employment Opportunity Compliance
- Affidavit of Non-Collusion

Wilson and Company contacted and verified the following references:

- Matt Thompson - Bohannan Huston, La Mesa, NM
- David Sedillo - City of Las Cruces, Las Cruces, NM

Based on the information provided, the lowest responsive and responsible bidder is Morrow Enterprises, Inc. Therefore, we recommend that the construction contract for the Critical Waterline Replacements Project be awarded to Morrow Enterprises, Inc for a amount of $6,933,000.00, excluding New Mexico Gross Receipts Tax (NMGRT). The applicable NMGRT is $580,638.75, resulting in a total contract amount of $7,513,638.75, inclusive of tax. We recommend verifying the obligated funding amounts with the New Mexico Finance Authority prior to awarding any portion of the project.

Sincerely,

Mark A. Nasi, PE
Sr. Water/Wastewater Project Manager
Wilson & Company, Inc., Engineers & Architects

Enclosures:
Critical Waterline Replacements Bid Tabulation
Required Bid Documents Checklist
Sign-in Sheet
Morrow Enterprises, Inc. Sealed Bid

Project Name: Critical Waterlines Replacements
Project #: 24-00b-137-03
Bidding # ITB 2026-06-013
Client: Truth Or Consequences
PM: Mark Neal,PE.

Base Bid

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST	Morrow Enterprises, Inc. BID UNIT PRICE	Morrow Enterprises, Inc. BID AMOUNT	Morrow Enterprises, Inc. CALCULATED COST	Smithco Construction, Inc. BID UNIT PRICE	Smithco Construction, Inc. BID AMOUNT	Smithco Construction, Inc. CALCULATED COST	TLC Company, Inc.- SpearD Construction BID UNIT PRICE	TLC Company, Inc.- SpearD Construction BID AMOUNT	TLC Company, Inc.- SpearD Construction CALCULATED COST	J & H Services, Inc. BID UNIT PRICE	J & H Services, Inc. BID AMOUNT	J & H Services, Inc. CALCULATED COST	Sanchez Demolition, Inc. BID UNIT PRICE	Sanchez Demolition, Inc. BID AMOUNT	Sanchez Demolition, Inc. CALCULATED COST	K E & G Construction, Inc. BID UNIT PRICE	K E & G Construction, Inc. BID AMOUNT	K E & G Construction, Inc. CALCULATED COST
											General												
1	Mob/Demob	LS	1			$ 229,655.00	$ 229,655.00	$ 229,655.00	$ 370,000.00	$ 370,000.00	$ 370,000.00	$ 637,640.10	$ 637,640.10	$ 637,640.10	$ 662,000.00	$ 662,000.00	$ 662,000.00	$ 254,410.78	$ 254,410.78	$ 254,410.78	$ 780,368.00	$ 780,368.00	$ 780,368.00
2	Traffic Control Plan and Management	LS	1			$ 139,557.00	$ 139,557.00	$ 139,557.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 650,000.00	$ 650,000.00	$ 650,000.00	$ 165,000.00	$ 165,000.00	$ 165,000.00	$ 229,924.62	$ 229,924.62	$ 229,924.62	$ 168,000.00	$ 168,000.00	$ 168,000.00
3	Construction Survey/Staking	LS	1			$ 86,824.00	$ 86,824.00	$ 86,824.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 235,000.00	$ 235,000.00	$ 235,000.00	$ 140,376.82	$ 140,376.82	$ 140,376.82	$ 91,239.00	$ 91,239.00	$ 91,239.00
4	SWPPP Preparation, Implementation, and Inspection (1% of General Cost)	LS	1			$ 10,524.00	$ 10,524.00	$ 10,524.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 7,174.11	$ 7,174.11	$ 7,174.11	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 70,766.07	$ 70,766.07	$ 70,766.07	$ 173,085.00	$ 173,085.00	$ 173,085.00
5	Materials Testing	ALLOW	1			$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
6	Subsurface Utility Locating	ALLOW	1			$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00
7	Utility Relocation	ALLOW	1			$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00
8	Residential Meters Allowance	ALLOW	1			$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00
9	Insta-Valve Allowance	ALLOW	1			$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00
											Waterline Replacement												
10	4" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	116			$ 101.00	$ 11,716.00	$ 11,716.00	$ 40.00	$ 4,640.00	$ 4,640.00	$ 109.59	$ 12,716.44	$ 12,716.44	$ 49.00	$ 5,684.00	$ 5,684.00	$ 104.25	$ 12,093.00	$ 12,093.00	$ 206.00	$ 23,896.00	$ 23,896.00
11	6" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	31,508			$ 44.00	$ 1,386,352.00	$ 1,386,352.00	$ 40.00	$ 1,260,320.00	$ 1,260,320.00	$ 41.00	$ 1,291,828.00	$ 1,291,828.00	$ 55.00	$ 1,732,940.00	$ 1,732,940.00	$ 65.48	$ 2,062,513.68	$ 2,062,513.68	$ 82.00	$ 2,583,656.00	$ 2,583,656.00
12	8" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	2,812			$ 52.00	$ 146,224.00	$ 146,224.00	$ 48.00	$ 134,976.00	$ 134,976.00	$ 42.66	$ 119,959.92	$ 119,959.92	$ 62.00	$ 174,344.00	$ 174,344.00	$ 80.89	$ 226,056.68	$ 226,056.68	$ 105.00	$ 295,260.00	$ 295,260.00
13	10" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	888			$ 68.00	$ 60,384.00	$ 60,384.00	$ 60.00	$ 53,280.00	$ 53,280.00	$ 50.41	$ 44,764.08	$ 44,764.08	$ 72.00	$ 63,936.00	$ 63,936.00	$ 99.93	$ 88,737.84	$ 88,737.84	$ 130.00	$ 115,440.00	$ 115,440.00
14	6" Waterline C-900 DR-18 PVC Pipe Installed With Horizontal Directional Drill	LF	380			$ 376.00	$ 177,792.00	$ 177,792.00	$ 350.00	$ 133,000.00	$ 133,000.00	$ 169.87	$ 64,158.64	$ 64,158.64	$ 80.00	$ 31,360.00	$ 31,360.00	$ 207.46	$ 81,334.32	$ 81,334.32	$ 160.00	$ 62,720.00	$ 62,720.00
15	8" Waterline C-900 DR-18 PVC Pipe Installed With Horizontal Directional Drill	LF	137			$ 377.00	$ 51,649.00	$ 51,649.00	$ 425.00	$ 58,225.00	$ 58,225.00	$ 186.39	$ 25,535.43	$ 25,535.43	$ 85.00	$ 11,645.00	$ 11,645.00	$ 253.68	$ 34,754.16	$ 34,754.16	$ 175.00	$ 23,901.00	$ 23,901.00
16	10" Waterline C-900 DR-18 PVC Pipe Installed With Horizontal Directional Drill	LF	145			$ 438.00	$ 63,510.00	$ 63,510.00	$ 450.00	$ 65,250.00	$ 65,250.00	$ 256.42	$ 37,209.90	$ 37,209.90	$ 112.00	$ 16,240.00	$ 16,240.00	$ 305.33	$ 44,272.85	$ 44,272.85	$ 212.00	$ 30,740.00	$ 30,740.00
17	Furnish and Install 14-inch steel casing Schedule 30 for Crossing, With 8-inch C-900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration). CIP	LF	70			$ 660.00	$ 46,200.00	$ 46,200.00	$ 1,100.00	$ 77,000.00	$ 77,000.00	$ 912.58	$ 63,880.60	$ 63,880.60	$ 825.00	$ 57,750.00	$ 57,750.00	$ 1,092.12	$ 76,448.40	$ 76,448.40	$ 1,100.00	$ 77,000.00	$ 77,000.00
18	Furnish and Install 16-inch steel casing Schedule 30 for Crossing, With 10-inch C-900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration). CIP	LF	69			$ 610.00	$ 36,600.00	$ 36,600.00	$ 1,250.00	$ 75,000.00	$ 75,000.00	$ 1,029.21	$ 61,752.60	$ 61,752.60	$ 885.00	$ 53,100.00	$ 53,100.00	$ 1,215.01	$ 72,900.60	$ 72,900.60	$ 1,187.00	$ 71,220.00	$ 71,220.00
19	4-1/2" Fire Hydrant w/ piping valves, and connection	EA	34			$ 11,647.00	$ 395,998.00	$ 395,998.00	$ 13,000.00	$ 442,000.00	$ 442,000.00	$ 10,313.84	$ 350,670.56	$ 350,670.56	$ 10,500.00	$ 357,000.00	$ 357,000.00	$ 9,769.59	$ 9,769.59	$ 332,166.06	$ 12,761.00	$ 433,874.00	$ 433,874.00
20	4" Gate Valves w/ Valve Can. CIP	EA	3			$ 2,666.00	$ 7,998.00	$ 7,998.00	$ 3,250.00	$ 9,750.00	$ 9,750.00	$ 2,380.50	$ 7,141.50	$ 7,141.50	$ 2,675.00	$ 8,025.00	$ 8,025.00	$ 4,335.18	$ 13,005.48	$ 13,005.48	$ 3,716.00	$ 11,148.00	$ 11,148.00
21	6" Gate Valves w/ Valve Can. CIP	EA	132			$ 3,149.00	$ 415,668.00	$ 415,668.00	$ 3,300.00	$ 435,600.00	$ 435,600.00	$ 2,867.63	$ 378,527.16	$ 378,527.16	$ 3,050.00	$ 402,600.00	$ 402,600.00	$ 3,954.15	$ 403,147.80	$ 403,147.80	$ 3,932.00	$ 519,024.00	$ 519,024.00
22	8" Gate Valves w/ Valve Can. CIP	EA	12			$ 3,905.00	$ 46,860.00	$ 46,860.00	$ 4,000.00	$ 48,000.00	$ 48,000.00	$ 3,506.52	$ 42,078.24	$ 42,078.24	$ 3,900.00	$ 46,800.00	$ 46,800.00	$ 4,903.75	$ 58,845.00	$ 58,845.00	$ 4,611.00	$ 55,332.00	$ 55,332.00
23	1" Combination Air Release Valve. CIP	EA	10			$ 7,677.00	$ 76,770.00	$ 76,770.00	$ 6,500.00	$ 65,000.00	$ 65,000.00	$ 13,526.92	$ 135,269.20	$ 135,269.20	$ 5,500.00	$ 55,000.00	$ 55,000.00	$ 8,016.53	$ 80,165.30	$ 80,165.30	$ 14,215.00	$ 142,150.00	$ 142,150.00
24	Pressurized waterline connections. CIP	EA	66			$ 6,075.00	$ 400,950.00	$ 400,950.00	$ 6,750.00	$ 445,500.00	$ 445,500.00	$ 4,291.72	$ 283,253.52	$ 283,253.52	$ 5,900.00	$ 389,400.00	$ 389,400.00	$ 6,557.82	$ 432,816.12	$ 432,816.12	$ 7,240.00	$ 477,840.00	$ 477,840.00
25	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	23,647			$ 7.00	$ 165,529.00	$ 165,529.00	$ 5.00	$ 118,235.00	$ 118,235.00	$ 5.63	$ 133,862.01	$ 133,862.01	$ 6.75	$ 159,617.25	$ 159,617.25	$ 9.79	$ 231,504.13	$ 231,504.13	$ 17.00	$ 401,999.00	$ 401,999.00
26	Mechanically Restrained Joints, DI & PVC, 4"-8" CIP	EA	699			$ 140.00	$ 97,860.00	$ 97,860.00	$ 90.00	$ 62,910.00	$ 62,910.00	$ 84.33	$ 58,948.67	$ 58,948.67	$ 300.00	$ 209,700.00	$ 209,700.00	$ 163.30	$ 114,176.80	$ 114,076.80	$ 580.00	$ 405,420.00	$ 405,420.00
27	Mechanically Restrained Joints, DI & PVC, 10"-12". CIP	EA	12			$ 316.00	$ 3,792.00	$ 3,792.00	$ 250.00	$ 3,000.00	$ 3,000.00	$ 344.06	$ 4,128.72	$ 4,128.72	$ 520.00	$ 6,240.00	$ 6,240.00	$ 315.01	$ 3,780.24	$ 3,780.24	$ 698.00	$ 8,376.00	$ 8,376.00
28	1" Water Service. Water Meter Box Remove & Replace (By HDD.) with 2 inch HDPE casing (including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration)- TRENCHLESS INSTALL	EA	6			$ 3,827.00	$ 22,962.00	$ 22,962.00	$ 4,000.00	$ 24,000.00	$ 24,000.00	$ 4,046.96	$ 24,281.76	$ 24,281.76	$ 2,200.00	$ 13,200.00	$ 13,200.00	$ 6,538.29	$ 39,229.74	$ 39,229.74	$ 6,751.00	$ 40,506.00	$ 40,506.00
29	1" Water Service. Water Meter Box Remove & Replace (By Open Trench) (including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration)-OPEN TRENCH INSTALL	EA	310			$ 2,352.00	$ 729,120.00	$ 729,120.00	$ 2,650.00	$ 821,500.00	$ 821,500.00	$ 2,664.08	$ 825,864.80	$ 825,864.80	$ 2,000.00	$ 620,000.00	$ 620,000.00	$ 2,848.96	$ 883,177.60	$ 883,177.60	$ 6,425.00	$ 1,991,750.00	$ 1,991,750.00
30	Rock Excavation & disposal. CIP	CY	282			$ 97.60	$ 27,354.00	$ 27,354.00	$ 101.00	$ 28,200.00	$ 28,200.00	$ 203.78	$ 57,324.96	$ 57,324.96	$ 135.00	$ 38,070.00	$ 38,070.00	$ 241.65	$ 68,145.30	$ 68,145.30	$ 348.00	$ 95,818.00	$ 95,818.00
31	Dewatering of Trench. CIP	LF	3,127			$ 59.00	$ 184,493.00	$ 184,493.00	$ 50.00	$ 156,350.00	$ 156,350.00	$ 10.20	$ 31,895.40	$ 31,895.40	$ 150.00	$ 469,050.00	$ 469,050.00	$ 30.82	$ 96,382.14	$ 94,810.64	$ 31.00	$ 96,937.00	$ 96,937.00
32	Hydrant removal and abandonment	EA	6			$ 2,292.00	$ 13,752.00	$ 13,752.00	$ 3,000.00	$ 18,000.00	$ 18,000.00	$ 811.35	$ 4,868.10	$ 4,868.10	$ 1,415.00	$ 8,490.00	$ 8,490.00	$ 1,376.96	$ 7,658.16	$ 7,658.16	$ 9,111.00	$ 54,666.00	$ 54,666.00
33	Furnish and Install Manifold 4" Dia. Type "C" less than 6' deep (including Two 1" Tapping saddle 6"-12" on 6-12" waterline, incl. 1" Corp stop with plug and jointing material and Gate valve (including , potholing, bedding, connections to new water main, include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration) CIP	LS	5			$ 14,006.00	$ 70,030.00	$ 70,030.00	$ 14,500.00	$ 72,500.00	$ 72,500.00	$ 14,822.43	$ 74,112.15	$ 74,112.15	$ 15,900.00	$ 79,500.00	$ 79,500.00	$ 20,045.33	$ 100,226.65	$ 100,226.65	$ 19,000.00	$ 115,000.00	$ 115,000.00
											Roadway												
34	Asphalt Roadway, Remove, Dispose and Replace with SP III, 3" Thick for Residential Streets include Subgrade and Subgrade Prep. CIP	SY	8,723			$ 78.00	$ 680,394.00	$ 680,394.00	$ 68.50	$ 597,525.50	$ 597,525.50	$ 64.93	$ 566,384.39	$ 566,384.39	$ 62.00	$ 540,826.00	$ 540,826.00	$ 101.10	$ 881,895.30	$ 881,895.30	$ 88.00	$ 767,624.00	$ 767,624.00
35	Excavate and Dispose of Unsuitable Material. CIP	CY	9,000			$ 15.00	$ 135,000.00	$ 135,000.00	$ 8.50	$ 76,500.00	$ 76,500.00	$ 15.20	$ 136,800.00	$ 136,800.00	$ 12.00	$ 108,000.00	$ 108,000.00	$ 44.54	$ 400,860.00	$ 400,860.00	$ 31.00	$ 279,000.00	$ 279,000.00
36	Excavate and Dispose of Unsuitable Material. CIP	CY	9,000			$ 35.00	$ 315,000.00	$ 315,000.00	$ 27.00	$ 243,000.00	$ 243,000.00	$ 29.94	$ 269,460.00	$ 269,460.00	$ 16.00	$ 142,000.00	$ 142,000.00	$ 45.12	$ 406,080.00	$ 406,080.00	$ 68.00	$ 612,000.00	$ 612,000.00
37	Import of Engineered Fill	CY	463			$ 75.00	$ 34,725.00	$ 34,725.00	$ 70.00	$ 32,410.00	$ 32,410.00	$ 78.29	$ 36,261.25	$ 36,261.25	$ 89.00	$ 41,207.00	$ 41,207.00	$ 129.95	$ 60,184.85	$ 60,184.85	$ 101.00	$ 46,763.00	$ 46,763.00
38	Remove and replace Curb and Gutter. CIP	LF	463			$ 227.00	$ 5,810.00	$ 5,810.00	$ 175.00	$ 5,250.00	$ 5,250.00	$ 224.74	$ 6,742.20	$ 6,742.20	$ 148.00	$ 4,440.00	$ 4,440.00	$ 202.05	$ 6,061.50	$ 6,061.50	$ 337.00	$ 10,110.00	$ 10,110.00
39	Remove and replace Sidewalk. CIP	SY	30																				
				Construction Total			$ 6,913,000.00	$ 6,913,000.00		$ 6,996,089.50	$ 6,996,089.50		$ 7,252,940.41	$ 7,252,940.41		$ 7,818,112.25	$ 7,818,112.25		$ 8,717,148.49	$ 8,717,148.49		$ 13,786,137.00	$ 13,786,137.00
				NMGRT @ 8.375%			$ 580,638.75	$ 580,638.75		$ 585,920.99	$ 585,920.82		$ 607,433.76	$ 607,433.76		$ 654,766.90	$ 654,766.90		$ 730,077.77	$ 730,077.77		$ 980,413.14	$ 980,413.14
				TOTAL ESTIMATED CONSTRUCTION COST:			$ 7,513,638.75	$ 7,513,638.75		$ 7,581,992.49	$ 7,581,990.11		$ 7,860,374.17	$ 7,860,374.17		$ 8,472,879.15	$ 8,472,879.15		$ 9,447,226.26	$ 9,447,226.26		$ 12,751,545.86	$ 12,751,545.86

BID OPENING CHECKLIST FORM

WILSON &COMPANY

PROJECT NAME: Critical Waterline Replacements

BID OPENING DATE & TIME: Thursday, October 29, 2026 @ 2:00 PM MDT /Thursday, October 29, 2026 @ 2:15 PM MDT, Public Opening

No.	Bidders Name	Addendum Received #1- #3	Bid Security		List of Proposed Subcontractos		List of Proposed Suppliers		Evidence of authority to do business in the state of the Project		*Contractor's license number**		Required Bidder Qualification Statement with supporting data		*Certificate of Equal Employment*		*Affidavit of Non-Collusion*		*Resident/Veteran Preference Certification Form (if applicable)*		TOTAL BASE BID EXCLUDING NMGRT	TOTAL BASE BID INCLUDING NMGRT
			Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	AMMOUNT	AMMOUNT
1	Morrow Enterprises, Inc.	Yes	X		X		X		X		X		X		X		X		X		6,933,000	$7,513,638.75
2	Smithco Construction, Inc.	Yes	X		X		X		X		X		X		X		X		X		6,996,071.50	$7,581,992.49
3	TLC Company, Inc.- Spear D Construction	Yes	X		X		X				X		X		X		X		X		7,252,940.41	7,860,374,17
4	J & H Services, Inc.	Yes	X		X		X		X		X		X		X		X		X		7,818,122.25	$8,472,879.15
5	Sanchez Demolition, Inc.	Yes	X		X		X		X		X		X		X		X		X		8,717,346.49	$9,447,424.26
6	K E & G Construction, Inc.	Yes	X		X		X		X		X		X		X		X			X	11,766,132	$12,751,545.56
7																						
8																						
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20																						

PROJECT ENGINEER: MNA R DATE: 10/29/2026

Mark Nasi, PE

WILSON &COMPANY

CITY OF TRUTH OR CONSEQUENCES
CRITICAL WATERLINE REPLACEMENTS
THURSDAY, OCTOBER 29, 2026 @ 2:15 PM, PUBLIC BID OPENING MEETING
ATTENDANCE SHEET
(PLEASE PRINT CLEARLY, FOR THE RECORD)

	NAME	REPRESENTING	EMAIL ADDRESS	PHONE
21.	GABRIEL RAMOS	SANCHEZ DEMOLITION INC.	gabriel@sanchezdemolition.com	(575) 313-2077
22.	Brant Castle	SKE CONTRACTORS	BRENT@SKECO.NET	832-226-8626
23.	Alan Ley	SKE		512-629-1113
24.	TYLER KOCH	J&H SERVICES, INC	tyler@jhservicesinc.com	(505) 896-9428
25.	Antonio Moreno	KE&G Construction	amoreno@kegtos.com	520-633-9927
26.	Daniel Gonzales	TLC CO. INC DBA SPEAR D	daniel.gonzales@speardnm.com	505-501-4479
27.	David Money	Smithco	DavidC@smithco-cc	575-740-1660
28.	Braden Sanchez	Morrow Enterprises Inc	bids@morrownm.com	(575) 526-1178
29.	Traci Alvarez	City of TorC	talvarez@torcnm.gov	575-952-0565
30.	Jamie Foremen	City of Torc	JForeman@torcnm.gov	5757404342
31.	Jocelyn Holguin	City of Torc	jholguin@torcnm.gov	575-740-7323
32.	Carlos Miyagishima	City of T or C	cmiyagishima@torcnm.gov	575-650-6849

PROJECT MANUAL
FOR
CONSTRUCTION
OF

TRUTH OR CONSEQUENCES

CRITICAL WATERLINE REPLACEMENTS

Wilson & Company Project No. 24-000-137-03
Bid Number: 2026-09-013

PREPARED FOR:

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

CONSTRUCTION DOCUMENTS PREPARED BY:

Wilson & Company, Inc., Engineers & Architects
4401 Masthead St. NE, Suite 150
Albuquerque NM 87109

September 2026

WILSON &COMPANY

discipline | intensity | collaboration | shared ownership | solutions

ADDENDUM 3
BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The City of Truth or Consequences,**
Finance & Purchasing - 505 Sims Street
Truth or Consequences, NM 87901

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

G. Certificate of Equal Employment Opportunity Compliance;

H. Affidavit of Non-Collusion

I. Resident/Veteran Preference certification Form (if applicable)

ARTICLE 3—BASIS OF BID— UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

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2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Lump Sum and Unit Prices)

BASE BID: The project includes the replacement and new installation of waterlines using open trench, jack and bore, and horizontal directional drilling (HDD) methods. Open trench construction consists of approximately 116 linear feet (LF) of 4-inch, 31,508 linear feet (LF) of 6-inch, 2,812 LF of 8-inch, and 888 linear feet (LF) of 10-inch C-900 DR-18 PVC waterline. All waterline replacements will be installed parallel to the existing waterlines. The project also includes the installation of approximately 70 LF of 8-inch waterline carrier pipe within a 16-inch steel casing by jack and bore, and 60 LF of 10-inch waterline carrier pipe within an 18-inch steel casing by jack and bore, both under NMDOT roadway crossings. Additionally, approximately 392 LF of 6-inch, 137 LF of 8-inch, and 145 LF of 10-inch C-900 DR-18 FPVC waterlines will be installed by horizontal directional drilling.
The scope of work includes the installation of 316 new water service connections, 310 by open trench and 6 by trenchless methods, with new water meters and meter boxes. Additional improvements include the installation of valves, fire hydrants, and connections to the existing water system. Site work will include roadway asphalt removal and replacement, as well as sidewalk, curb, gutter, and drive pad removal and replacement to facilitate trenching activities and full site restoration.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST
	General				
1	Mob/Demob.	LS	1	229,655.00	229,655.00
2	Traffic Control Plan and Management	LS	1	139,557.00	139,557.00
3	Construction Survey/Staking	LS	1	86,824.00	86,824.00
4	SWPPP Preparation, Implementation, and Inspection	LS	1	10,524.00	10,524.00
5	Materials Testing	ALLOW	1	$ 150,000.00	$ 150,000.00
6	Subsurface Utility Locating	ALLOW	1	$ 120,000.00	$ 120,000.00
7	Utility Relocation	ALLOW	1	$ 180,000.00	$ 180,000.00
8	Residential Meters Allowance	ALLOW	1	$ 79,948.00	$ 79,950.00
9	Insta-Valve Allowance	ALLOW	1	$ 175,000.00	$ 175,000.00
	Waterline Replacement				
10	4" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	116	101.00	11,716.00
11	6" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	31,508	44.00	1,386,352.00
12	8" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	2,812	52.00	146,224.00
13	10" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	888	68.00	60,384.00
14	6" Waterline C-900 DR-18 FPVC Pipe Installed with Horizontal Directional Drill	LF	392	326.00	127,792.00
15	8" Waterline C-900 DR-18 FPVC Pipe Installed with Horizontal Directional Drill	LF	137	377.00	51,649.00
16	10" Waterline C-900 DR-18 FPVC Pipe Installed with Horizontal Directional Drill	LF	145	438.00	63,510.00
17	Furnish and Install 16-inch steel casing schedule 30 for crossing, with 8 -Inch C900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	70	660.00	46,200.00

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18	Furnish and Install 18-inch steel casing schedule 30 for crossing, with 10-Inch C900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	60	610.00	36,600.00
ITEM NO.	**DESCRIPTION**	**UNIT**	**ESTIMATED QTY**	**UNIT PRICE**	**COST**
19	4-1/2' Fire Hydrant w/ piping valves, and connection	EA	34	11,647.00	395,998.00
20	4" Gate Valves w/ Valve Can, CIP	EA	3	2,666.00	7,998.00
21	6" Gate Valves w/ Valve Can, CIP	EA	132	3,149.00	415,668.00
22	8" Gate Valves w/ Valve Can, CIP	EA	12	3,905.00	46,860.00
23	1" Combination Air Release Valve, CIP	EA	10	7,677.00	76,770.00
24	Pressurized waterline connections, CIP	EA	66	6,075.00	400,950.00
25	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	23,647	7.00	165,529.00
26	Mechanically Restrained Joints, DI & PVC, 4"-8", CIP	EA	699	140.00	97,860.00
27	Mechanically Restrained Joints, DI & PVC, 10"-12", CIP	EA	12	316.00	3,792.00
28	1" Water Service, Water Meter Box Remove & Replace (by HDD) with 2 Inch HDPE casing (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration)- TRENCHLESS INSTALL	EA	6	3,827.00	22,962.00
29	1" Water Service, Water Meter Box Remove & Replace (by Open Trench) (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration) -OPEN TRENCH INSTALL	EA	310	2,352.00	729,120.00
30	Rock Excavation & dispose, CIP	CY	282	97.00	27,354.00
31	Dewatering of Trench, CIP	LF	3,127	59.00	184,493.00
32	Hydrant removal and abandonment	EA	6	2,292.00	13,752.00
33	Furnish and Install Manhole 4' Dia, Type "C" less than 6' deep, Including two 1" Tapping saddle, 6"-12" on 6-12" waterline, incl. 1" Corp stop with plug and, jointing material and Gate valve (Including , potholing, bedding, connections to new water main, include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration) CIP.	LS	5	14,006.00	70,030.00
	Roadway				
34	Asphalt Roadway, Remove, Dispose and Replace with SP III, 3" Thick for Residential Streets, include Subgrade and Subgrade Prep, CIP	SY	8,723	78.00	680,394.00
35	Excavate and Dispose of Unsuitable Material, CIP	CY	9,000	15.00	135,000.00
36	Import of Engineered Fill	CY	9,000	35.00	315,000.00
37	Remove and replace Curb and Gutter, CIP	LF	463	75.00	34,725.00
38	Remove and replace Sidewalk CIP	SY	30	227.00	6,810.00

TOTAL ESTIMATED BASE BID 6,933,000.00

NMGRT AMMOUNT FOR BASE BID (8.375%) 580,638.75

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TOTAL ESTIMATED PROJECT COSTS (INCL NMGRT) 7,513,638.75

Total Bid Price (Total of all Lump Sum and Unit Price Bids) $7,513,638.75

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1-one	September 30, 2026
2-two	October 6, 2026
3-three	October 14, 2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

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artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: Morrow Enterprises, Inc.
(typed or printed name of organization)

By: Warren Morrow
(individual's signature)

Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Date: October 29, 2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. attached

Attest: Kimberly Morrow
(individual's signature)

Name: Kimberly Morrow
(typed or printed)

Title: Treasurer/Assistant Secretary
(typed or printed)

Date: October 29, 2026
(typed or printed)

Address for giving notices:
P.O. Box 1747
Las Cruces, NM 88004

Bidder's Contact:

Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Phone: 575-526-1178

Email: warren@morrownm.com

Address:
Morrow Enterprises, Inc.
Physical: 6525 W. Picacho Ave. Las Cruces, NM 88007
Mailing: P.O. Box 1747 Las Cruces, NM 88004

Bidder's Contractor License No.: (if applicable) 51154

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ACTION BY UNANIMOUS WRITTEN CONSENT
OF BOARD OF DIRECTORS OF
MORROW ENTERPRISES, INC.

WHEREAS, it is deemed desirable and in the best interests of this corporation that the following actions be taken by the Directors of this corporation pursuant to this Unanimous Written Consent:

NOW, THEREFORE, BE IT RESOLVED that, pursuant to applicable law, the undersigned, being all of the Directors of this corporation, hereby consent to, approve, and adopt the following:

Leonard Morrow and Warren Morrow hereby have individual authority to submit bids, negotiate bids, and conclude agreements on behalf of Morrow Enterprises, Inc.

RESOLVED FURTHER, that each assistant secretary of this corporation, including but not limited to, Kimberly Morrow, is authorized and empowered to perform all of the duties of the secretary of this corporation when the secretary is not available, and that all bids and other documents of the corporation signed by an assistant secretary of this corporation shall be as valid and binding on this corporation as if they had been signed by the secretary of this corporation.

RESOLVED FURTHER, that the officers of this corporation set forth above be, and each individually is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this corporation.

This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Written Consent shall be filed in the Minute Book of this corporation and become a part of the records of this corporation.

Date: 9/22/2017

Leonard Morrow, Director

Warren Morrow, Director

BID BOND (PENAL SUM FORM)

Bidder Name: Morrow Enterprises, Inc. Address *(principal place of business)*: P.O. Box 1747 Las Cruces, NM 88004	**Surety** Name: United States Fire Insurance Company Address *(principal place of business)*: 305 Madison Avenue Morristown, NJ 07960
Owner Name: **City of Truth or Consequences** Address *(principal place of business)*: 505 Sims Street, Truth or Consequences, NM 87901	**Bid** Project *(name and location)*: Truth or Consequences Critical Waterline Replacements, Truth or Consequences, NM,87901 IBT No. 2026-09-013 Bid Due Date: **Thursday, October 29, 2026 @ 2:00 PM MDT**

Bond

Penal Sum: Five Percent (5%) of the Amount Bid---

Date of Bond: October 29, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Morrow Enterprises, Inc. *(Full formal name of Bidder)*	United States Fire Insurance Company *(Full formal name of Surety) (corporate seal)*
By: Warren Morrow *(Signature)*	By: Sue Vance *(Signature) (Attach Power of Attorney)*
Name: Warren Morrow *(Printed or typed)*	Name: Sue Vance *(Printed or typed)*
Title: President	Title: Attorney-In-Fact
Attest: Kimberly Morrow *(Signature)*	Attest: Muriel Bray *(Signature)*
Name: Kimberly Morrow *(Printed or typed)*	Name: Muriel Bray *(Printed or typed)*
Title: Treasurer/Asst. Secretary	Title: Sr. Surety Account Manager

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

06114

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Dean Vigil, Muriel Bray, James Zanios, Sue Vance

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 23rd day of September, 2026.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 23rd day of September, 2026, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29th day of October 20 26

UNITED STATES FIRE INSURANCE COMPANY

Brock Masterson, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

BIDDER'S LISTING of SUBCONTRACTORS

for

COMPLIANCE with SUBCONTRACTORS FAIR PRACTICES ACT

PROJECT: Truth or Consequences Critical Waterline Replacements

BIDDER must list all Subcontractors to be used for work identified in the Supplementary Conditions, when the subcontract amount exceeds the listing threshold: $55,500.00
[Use additional sheets if necessary.]

NAME OF SUBCONTRACTOR and LOCATION OF PLACE OF BUSINESS	CATEGORY of WORK of SUBCONTRACTOR
RT Electric, Inc. (Name) 480 D. 17th St. Las Cruces, NM 88005 (Location)	Directional Bore (Category)
Underground Solutions (Name) 9444 Balboa Ave. Ste 220 San Diego, CA 92123 (Location)	PVC Fusing (Category)
T+A Construction, LLC (Name) 2401 S. State Deming, NM 88030 (Location)	Construction Staking (Category)
(Name) (Location)	(Category)
(Name) (Location)	(Category)

NOTICE TO BIDDER

The above listing must include the NAME, LOCATION OF PLACE OF BUSINESS and CATEGORY OF WORK, which will be done by each subcontractor on the list. List only one subcontractor for each category of work. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE BID NON RESPONSIVE and the Bid will be rejected.

CONTRACTOR:

FIRM: Morrow Enterprises, Inc.

By: [signature]

Title: President

Date: 10-29-2026

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Morrow Enterprises, Inc.

6525 W. PICACHO AVE.

LAS CRUCES, NM, 88007

has registered with the Department of Workforce Solutions

Registration Date: 3/23/2026 **Registration Number: 03031420140421**

This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

MORROW ENTERPRISES, INC.

LICENSE NUMBER

51154

Qualifying Party(S)

MORROW LEONARD

MORROW WARREN

EXPIRES

04/30/2029

CLASSIFICATION(S)

GA98 GB98 GF98 MM01

MM02

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **MORROW ENTERPRISES, INC.**

DBA: **MORROW ENTERPRISES**
PO BOX 1747
LAS CRUCES, NM 88004-1747

Expires: **11-Jan-2027**

Certificate Number:

L1377609328

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

List of Proposed Suppliers		
Company Name	***Category Work***	***Location Of Business***
Core & Main	Utility Pipe	1000 Parkhill Dr Las Cruces, NM 88012
Bartoo Sand & Gravel	Aggregates & Concrete	P.O. Box 3769 Truth or Consequences, NM 87901
Precision Precast	Precast	1512 Tecolote Trail Las Cruces, NM 88012

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Morrow Enterprises, Inc.		
Corporate Office			
Name:	Warren Morrow	Phone number:	575-526-1178
Title:	President	Email address:	warren@morrownm.com
Business address of corporate office:	P.O. Box 1747 Las Cruces, NM 88004		
Local Office			
Name:	same as above	Phone number:	
Title:		Email address:	
Business address of local office:	6525 W. Picacho Ave. Las Cruces, NM 88007		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	12/3/1992	State in which Business was formed:	New Mexico
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	no other businesses	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Leonard Morrow	Title:	VP/Owner
Authorized to sign contracts:	☑ Yes ☐ No	Limit of Authority:	$ unlimited
Name:	Warren Morrow	Title:	President
Authorized to sign contracts:	☑ Yes ☐ No	Limit of Authority:	$ unlimited
Name:	Kimberly Morrow	Title:	Treasurer/Assistant Secretary
Authorized to sign contracts:	☐ Yes ☑ No	Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	New Mexico Contractor's License		
Licensing Agency:	New Mexico Construction Industries Division		
License No:	51154	Expiration Date:	04/30/2029
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☑ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Warren Morrow	
Safety Certifications *Shares role with Superintendents who are comepent person on site nad hold the certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30		
Fall Protection, Confined Spaced, OSHA Excavbation & Trnech Safety, Competent Persons		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Morrow Enterprises, Inc.	1.3	0	149,241	1.94	3.77	158,999	1.69	3.3	121,010
2026- EMR 0.94									

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Citizens Bank of Las Cruces	
Business address:	505 S. Main Las Cruces, NM 88001	
Date of Business's most recent financial statement:	12/31/2025	☑ Attached
Date of Business's most recent audited financial statement:	12/31/2025	☑ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		2.18
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.03

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	United States Fire Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:		New Jersey	
Is surety authorized to provide surety bonds in the Project location?		☑ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No			
Mailing Address (principal place of business):	C/O: USI 4100 Osuna NE, Suite 2-203 Albuquerque, NM 87109		
Physical Address (principal place of business):	305 Madison Avenue, Morristown, NJ 07960		
Phone (main):	505-219-0270	Phone (claims):	same

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
United Fire Group		General Liability, Auto, Umbrella	
Builders Trust of New Mexico		Workman's Comp	
Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☑ Yes ☐ No
Mailing Address (principal place of business):	6565 Americas ParkwayNE, Suite 720 Albuquerque, NM 87110		
Physical Address (principal place of business):	6565 Americas ParkwayNE, Suite 720 Albuquerque, NM 87110		
Phone (main):	505-262-9447	Phone (claims):	505-262-9447

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	55
Estimate of revenue for the current year:	$19,000,000
Estimate of revenue for the previous year:	$20,000,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	33+	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been released from a bid in the past 5 years? ☐ Yes ☑ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

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E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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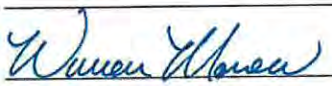
This Statement of Qualifications is offered by:

Business: Morrow Enterprises, Inc.
(typed or printed name of organization)

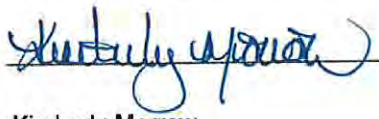
By: 
(individual's signature)

Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Date: October 29, 2026
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Kimberly Morrow
(typed or printed)

Title: Treasurer/Assistant Secretary
(typed or printed)

Address for giving notices:
P.O. Box 1747
Las Cruces, NM 88004

Designated Representative:

Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Address:
Physical: 6525 W. Picacho Ave. Las Cruces, NM 88007
Mailing: P.O. Box 1747 Las Cruces, NM 88004

Phone: 575-526-1178

Email: warren@morrownm.com

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Schedule A—Current Projects

Name of Organization	Morrow Enterprises, Inc. **please find attached***			
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule A—Current Projects

Name of Organization	Morrow Enterprises, Inc.				
Project Owner	Dona Ana MDWCA		Project Name	SE Collection Wastewater Phase IV	
General Description of Project	Vacuum Sewer				
Project Cost	18,650,350.24		Date Project	12/2023- 5/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Warren Morrow	Justin Sparks	PM & Super		PM and Super
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jennifer Horton	Executive Director	DA MDWCA	575-526-3491	jennifer@dawater.org
Designer	Tyler Hopkins	Design Engineer	Bohannan Huston Inc.	575-532-8670	Thopkins@bhinc.com
Construction Manager	Tyler Hopkins	Design Engineer	Bohannan Huston Inc.	575-532-8670	Thopkins@bhinc.com

Project Owner	SAN PABLO MDWCA		Project Name	SAN PABLO VACUUM COLLECTION SYSTEM	
General Description of Project	REHAB COLLECTION SYSTEM				
Project Cost	2,233,026.56		Date Project	commencing March 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Warren Morrow	Daryl Stailey	PM & Super		PM and Super
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	c/o: engineer		San Pablo MDWCA		
Designer	Matt Thompson	Design Engineer	Bohannan Huston Inc.	575-532-8670	mthompson@bhinc.com
Construction Manager	Matt Thompson	Design Engineer	Bohannan Huston Inc.	575-532-8670	mthompson@bhinc.com

Project Owner	NASA/WSTF C/O: Sierra Lobo		Project Name	NASA GAS UPGRADES	
General Description of Project	Natural Gas Line and Meter Replacement				
Project Cost	3,987,507.87		Date Project	June 2025-March 2027- additional work added to contract	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Warren Morrow	Justin Sparks	PM & Super		PM and Super
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			NASA/WSTF	our POC is Sierra Lobo	
Designer			Souder Miller & Assoc	our POC is Sierra Lobo	
Construction Manager	Arturo Zavala	PM	Sierra Lobo Inc.	575-556-4873	arturo.zavala@nasa.gov

Project Owner	NASA/WSTF C/O: Sierra Lobo		Project Name	NASA Areas 200/800 Paving	
General Description of Project	Roadway and Parkinglot Paving				
Project Cost	648,798.44		Date Project	August 2026- March 2027	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Warren Morrow	Justin Sparks	PM & Super		PM and Super
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			NASA/WSTF	our POC is Sierra Lobo	
Designer			Souder Miller & Assoc	our POC is Sierra Lobo	
Construction Manager	Arturo Zavala	PM	Sierra Lobo Inc.	575-556-4873	arturo.zavala@nasa.gov

Schedule B—Previous Experience with Similar Projects

Name of Organization	Morrow Enterprises, Inc. **please find attached**			
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects- Please see attached full list of References

Name of Organization	Morrow Enterprises, Inc.				
Project Owner	Anthony Water & Sanitation District		Project Name	Anthony Waterline Replacement	
General Description of Project	Water Main and Service Line Replacement				
Project Cost	4,800,000.00		Date Project	March 2023- March 2026- additional work added to contract	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Warren Morrow	Samuel Gonzalez	Steve Warren	PM and Super	
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jose Terrones	Superintendent	Anthoyn W&SD	915-630-5291	jterrones@awsd.us
Designer	Wyatt Kartchner	Design Engineer	Molzen-Corbin	575-993-9565	wkartchner@molzencorbin.com
Construction Manager	Wyatt Kartchner	Design Engineer	Molzen-Corbin	575-993-9565	wkartchner@molzencorbin.com

Project Owner	NASA/WSTF c/o: Sierra Lobo		Project Name	Area 300 & 400 Water Upgrades	
General Description of Project	New water Pipeline, new pre-fab building; 5-bores				
Project Cost	4,716,396.78		Date Project	Completion January 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Warren Morrow	Justin Sparks		PM/Super	
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Arturo Zavala	PM	Sierra Lobo	575-524-5332	arturo.zavala@nasa.gov
Designer	Arturo Zavala	PM	Sierra Lobo	575-524-5332	arturo.zavala@nasa.gov
Construction Manager					

Project Owner	NASA/WSTF c/o: Sierra Lobo		Project Name	NASA/WSTF Water System Imp; PO#19T2NS1270	
General Description of Project	Cross Country Pipline- 8,340 LF 8" PVC; Booster Stn and New Tank; Metal Building with HVAC, Electrical				
Project Cost	3,446,984.87		Date Project	Completion January 2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Warren Morrow	Justin Sparks		PM/Super	
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Arturo Zavala	PM	Sierra Lobo	575-524-5332	arturo.zavala@nasa.gov
Designer	Arturo Zavala	PM	Sierra Lobo	575-524-5332	arturo.zavala@nasa.gov
Construction Manager					

MORROW

LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004
575-526-1178

Name of Project	Customer	Location or Address of Work Performed	Contact Name	Contact Phone Number	Contract Award Amount	Final Price	Dates of Performance	% Complete within Own Forces	Description of Work	Work Peformed as Prime or Subcontractor
Madrid Ave. Extension; 24-25-017	City of Las Cruces	Madrid Ave. & Triviz Las Cruces, NM	David Sedillo	575-528-3136	$2,961,791.03	$3,003,724.97	March 2025-May 2026	73%	**New Roadway Extension**-clear and grub, subgrade prep, base course and asphalt pavement (12,000 SY), curb & gutter (3,300 LF), sidewalk 4" (23,600 SF), Drive pads, warning surfaces, median concrete, curb ramp, signage & striping, reseeding, storm darin 18"-60"(313 LF), gas, sewer, water extension, landscaping and irrigation, fencing to include chainlink, header wall, garden wall, CMU wall, street lighting.	**PRIME**
Anthony Waterline Replacement	Anthony Water & Sanitation District	Anthony, NM	Jose Terrones/Owner	575-882-3922	$3,999,843.00	$4,187,294.74	March 2023-March 2026 (Additional Work added to contract)	99%	**Watermain (24,600 LF), service line(16,500 LF) and watermeter replacement, AND roadway asphalt pavement (13,500 SY).** All completed in residential streets and areas.	**PRIME**
Tularosa WWTP Ph1 Headworks Improvements	Village of Tularosa	Tularosa, NM WWTP	Matt Thompson/ Bohannan Huston	575-532-8670	$787,000.00	$837,222.53	May 2025-August 2025	88%	**Headworks Replacements**- Bar Screen Replacement to include new concrete structure, FRP stop gate, electrical, coatings, forcemeain and site grading.	**PRIME**
Truth or Consequences Airport-Rehabilitate Terminal Apron-AIP Project No. 3-35-0042; Delta Project No. 22073	City of Truth or Consequences	Truth or Consequences Airport	Cheryl Rodriguez/ Delta Aiport Consultants	505-355-6899	$1,840,000.00	$1,655,064.53	Oct 2024-Jan 2025	81%	**Rehab Apron**-Pavement Removal, Unclassified Excavation, Concrete Pavement, Asphalt Pavement, striping, fencing and fuel tank demo and replacement.	**PRIME**
South Central WWTP Phase 2A	Dona Ana County	La Mesa, NM-South Central WWTP	Matt Thompson/ Bohannan Huston	575-532-8670	$2,820,914.00	$2,989,040.22	July 2024-Aug 2025	68%	**Sludge and Belt Filter System Improvements**- New eqipment install of belt filter system, polymer feed equipment, sludge conveyor equipment, pumps, telescoping valves, Building Foundation, new metal bilding enclosure, electrical, SCADA coatings, evaporative AC to building, water heater to building, replace wash water pressure booster skid.	**PRIME**
NASA/WSTF EMERGENCY GAS REPAIR, Areas 200/800; PO 527300	NASA/WSTF c/o: Sierra Lobo, Inc.	NASA Las Cruces, NM	Arturo Zavala/ Sierra Lobo	575-524-5332	$237,633.00	$202,021.50	November-December 2024	98%	**Gas Line Repair**- 985 LF of 2" and 4" main line, connect to existing line, 5-each services, minor asphalt and concrete remove and replace.	**PRIME**
South Central WWTP Phase 3	Dona Ana County	La Mesa, NM-South Central WWTP	Matt Thompson/ Bohannan Huston	575-532-8670	$3,127,961.00	$3,234,024.06	May 2023-May 2024	84%	**UV System**- Demo existing and install new UV Equipment and Low Profile Cascade Aerator & Effluent Flow Meter. site work and piping, remove biofilter, piping demo, new yard piping install, base course site work, coatings;	**PRIME**
South Valley Service Area Water & Treatment	Lower Rio Grande PWWA	Berino, NM	Matt Thompson/ Bohannan Huston	575-532-8670	$4,540,677.95	$4,701,424.14	January 2022-February 2024	60%	**New Arsenic Treatment Facility**- included new water well, yard piping, site work and pond grading, arsenic equipment install and piping, chemical and chlorination equipment install, sludge handling system, masonry block building for treatment system to include electrical, HVAC, bar joist and decking roof system, overhead doors, SCADA System.	**PRIME**

MORROW

LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004
575-526-1178

Name of Project	Customer	Location or Address of Work Performed	Contact Name	Contact Phone Number	Contract Award Amount	Final Price	Dates of Performance	% Complete within Own Forces	Description of Work	Work Performed as Prime or Subcontractor
Sonoma Springs Ave. Extension	City of Las Cruces	Las Cruces, NM	James Moore	575-528-3123	$1,645,602.60	$1,714,773.25	May 2022 to March 2023	89%	**New Roadway-** Clear and Grub (12.78 Acres,)Earthwork to include cut and fill (83,000 CY), Subgrade Prep 8" (9,697 SY), Base Course 8" thick (9,697 SY), Prime Coat and Asphalt Pavement 3-inch Thick (8,388.37); Storm Drain and Rip Rap, New curb & gutter and sidewalk, Including Electrical subcontractor to install street lighting and traffic signals.	**PRIME**
City of Las Cruces Sandhill Sewer Phase II	City of Las Cruces Utilities	Las Cruces	Carl Clark/City Engineer	575-528-3548	$1,433,155.36	$1,481,965.53	2021-April 2022	99%	**New Sewer Main-** 9,875 LF 15" SDR35 Sewer Pipe	**PRIME**
City of Bayard WWTP Sludge Dewatering Facilities	City of Bayard	Bayard, NM WWTP	Joe Trumm	505-681-0637	$1,205,157.04	$ 1,212,125.42	August 2021-December 2022	83%	**New Sludge Dewatering Facility-** CMU building and foundation with roofing and insulation, exhaust fan, heaters, electrical, site piping, new screw press, polymer feed and conveyor equipment install.	**PRIME**
Tashiro Drive Widening; 19-20-101	City of Las Cruces Public Works	Las Cruces, NM	David Sedillo	575-528-3136	$3,367,311.40	$3,798,236.91	October 2020-October 2021	77%	**Roadway Widening and Rehab-** 23,000+ SY of Subgrade prep, base course and asphalt placement to include geo-grid, prime and tack coat. 2,200 LF of 18" to 36" DIA RCP Pipe, 1-double drop inlet, 16-single drop inlets, 10 Precast Storm Drain Manholes, 6' to 14, water, sewer and gas upgrades, 47,000 SF of 4" sidewalk, 9,500 LF of curb and gutter. Subcontractors utilized for street lighting, traffic signal, striping and signage, Landscaping and irrigation and minor chain-link fencing.	**PRIME**
NASA/WSTF Water System Improvements; PO #19T2NS1270	Jacobs Technology, C/O: NASA Johnson Space Center	NASA Las Cruces, NM	Arturo Zavala/Jacobs Technology PM; Engineer: John Montoya/Molzen Corbin	Jacobs: 575-524-5332 Engineer: 575-522-0049	$3,413,768.19	$3,446,984.87	October 2019 to February 2021	64%	**CROSS COUNTRY PIPELINE-**Clear and Grub 4 Acres; 8" PVC Waterline 8340 LF; Jack & Bore 120 LF; Riprap Erosion Control 13.3 CY; Valves and Air/Vacuum Valve. BOOSTER STATION 5 AND TANK 4- Booster Station including piping, building foundation and Metal Building; New Steel Welded Tank 161,000 Gallons, 8-inch PVC Waterline 605 LF; HVAC and Electrical for Building; Rock Excavation.	**PRIME**
Yucca Subdivision Phase 2	JBC Holding Corp	Chaparall, NM	JB Colquitt	575-824-3333	$1,471,936.59	$1,669,361.54	August 2020 to March 2021	99%	**New Subdivision-** Lot Clearing, Earthwork, Cut(15,372 CY) and Fill (12,224 CY), Level Ground (49 Ares), Roadway: Subgrade Prep 16" (37,479 SY), Base Course 6" (37,479 SY), Asphalt-2" and Prime Coat (34,727 SY), Water: 8" C900 Waterline (6,880 LF), 6" C900 Waterline (8,620 LF) and all related items including services.	**PRIME**

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Dona Ana MDWCA WWTP-District 5 Improvements	Dona Ana MDWCA	Picacho Hills Las Cruces, NM	Engineer: Lilla Reed/Souder, Miller & Assoc. Engineer Owner: Jennifer Horton/ Dona Ana MDWCA	Engineer: 575-647-0799 Owner: 575-526-3491	$3,747,691.76	$4,251,123.20	Nov 2018 - Nov 2020	88%	NEW DISK FILTER & SCREW PRESS-Temporary flow by-pass (include all equipment needed to by-pass WWTP as needed for improvements while maintaining a functioning treatment process, temporary piping and connection to airlines, temporary electrical; Site demolition (include demolition, removal, abandoning of existing utilities, structures, pumping and disposal of sludge and fencing; Site grading (include proper compaction, moisture content needed for proper backfilling for new concrete); Furnish and Install new Selector basin triplex pump system (include lifting guide rails, check valve, floats, control panel to connect to SCADA system, portable hoist); Furnish and Install new 6-inch effluent purple pipe; Furnish and Install new 6-inch isolation plug valve; Furnish and Install new 6-inch sewer force main pipe; Furnish and Install new concrete splitter box (include isolation sluice gate, imbedded steps, aluminum grating, coating, PVC piping to secondary treatment); Furnish and Install new 1-foot wide by 10'-10" tall concrete divider wall inside existing concrete basin; Furnish and Install new 1-foot wide by 10'-10" tall concrete baffle wall inside existing concrete basin; Furnish and Install new concrete Clarifier Channel ; Furnish and Install new Clarifier Channel equipment (include distribution line to clarifiers, slide gates, screen; Furnish and Install new concrete basins for new Clarifier and RAS channel; Furnish and Install new Clarator Model #20400 (include skimmers, walkways, effluent discharge weirs, hydraulic suction hoods, airlifts, effluent piping to Disk	**PRIME**

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W. Court Ave. Improvements REBID; Project Number 18-19-078	City of Las Cruces Public Works	W Court Ave.- Las Cruces, NM	David Sedillo	575-528-3136	$1,839,921.89	$1,752,283.50	June 2019- June 2020	61%	**Roadway Improvements** to include: Rmv & disp of asphalt(8474 SY), Subgrade Prep(8223.5 SY), Geogrid (8369 SY), Base Course 6" thick (8515 SY), Asphalt Paving 3" thick (6998.50 SY), Rmv & disp of concrete 2"-12" thick all types (18398 SF), New Concrete Sidewalks, Drive pads, ADA Ramps (17583 SF), New Curb & Gutter (3393 LF), Traffic Control and SWPPP Management; Signage & Striping , Storm Drain and Street lighting was performed by various Subcontractors. **Underground Utilities** to include: 4" Gas Improvements (1138 LF), 2" Gas Improvements (132 LF), Relocating meters (5 EA), Customer Side Plumbing (68 LF), 4" C-900 Waterline (54 LF), 6" C-900 Waterline (252 LF), 8-" C-900 Waterline (558 LF), 10" C-900 Waterline (129 LF), various size of water services and connections, New Sewer Manholes (7- EA), 4" Sewer services and connections, 8-30" SDR-35 Sewer Pipe (1742 LF), 6-15" Sewer Caps(3- EA)-Underground utilities performed by Subcontractor.	**PRIME**
Anthony Water & Sanitation District Sonic Lift Station REBID; BEIF NM2230	Anthony Water & Sanitation District	NM-48 Anthony, NM	Jose Terrones/Owner	575-882-3922	$3,850,926.00	$4,724,915.58	August 2018-May 2020	74%	**New Lift Station and Sewer Main Improvements**- 3,517 LF 21-inch Gravity Sewer Line; 3,496 LF of Dewatering(performed by sub); 11-4-foot diam manholes; 1-6-foot diam drop manhole; 2 each-30-inch steel casing Jack & Bore; 6,057 LF 12-inch Force Main for Sewer Service; 1 each-22inch Jack & Bore for 12-inch sewer line; 3 each-2-inch Air Vacuum Valve Stations; Construct Wet Well Lift Station to include Electrical; CMU Masonry Block Building; Electrical and HVAC for building(performed by subs); Site Clearing; Asphalt Removal & Replacement. Coordinated with EPE and EBID to also meet project requirements. Also worked within BNSF ROW and complied with their additional safety standards.	**PRIME**

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Jacob Hands Wastewater Treatment Plant, Co-Generator System Installation; 16-17-108	City of Las Cruces	Las Cruces, NM	Carl Clark/City Engineer	575-528-3548	$1,750,246.00	$1,782,626.16	October 2017-January 2019	29%	**Co-Generator Install at WWTP**: 3-generator slabs , 3 radiator slabs, 1-digested meter slab, 1- chiller slab, 1-transformed and control panel slab, 1- gas meter slab, 1-future transformer slab, 1- switch gear & metering slab, 1-PMH style primary switches slab, 1-digester gas piping slab-all formed and poured by Morrow; Electrical & Mechanical Subs demoed old equipment and wired and installed new generator equipment; Masonry Block sub installed block building.	**PRIME**
Eagle Ridge, Highridge, Solarridge Improvements Project Number 17-18-022	City of Las Cruces	Las Cruces, NM	Jimmy Moreno/ City of Las Cruces	575-528-3126	$399,998.04	$420,404.04	March 2018-July 2018	98%	Roadway Improvements consisted of traffic control, 26,000 SY asphalt milling, 8,700 SY compact exist base course, 6,000 SY Type B HMAC 3" Asphalt, adjusting sewer manholes, rmvl and disp of 4-6" concrete sidewalk and curb & gutter; 370 LF curb & gutter, 12- 6" ADA ramps, 300 SF 4" sidewalk, minor landscape gravel replacement, SWPPP. Water Improvements included 1600 LF 8" C900, 3/4" water services, new fire hydrants.	**PRIME**
Lordsburg UPRR Corridor Utilites Relocation; Project Number LDB1709L	City of Lordsburg	Lordsburg, NM	Gary Berg or Victor Nanez Engineer/OEI now Stantec.	575-538-5395	$691,946.00	$881,853.69	November 2017-July 2018	100%	Utility Extension under UPRR Railroad- Flagmen and Coordination with UPRR Railway; Traffic Control; 825 LF 24" Cased Bore; 220 LF 42" Cased Bore; Construct, Operate and fill Bore Pits; 355 LF 10" PVC Sewer Main; 234 LF DIP Gravity Sewer Main; 231 LF 24" PVC Sewer Main with restrained joints; 1,472 LF 4" Poly Gas Line; 3 EA 4" Gas Plug Valves; 650 LF 6" PVC Water Main; 2 EA 6" Gate Valves.	**PRIME**
Lower Mimbres VFD Faywood Substation 40,000 Gallon Fire Water Storage Tank; Bid No. IFB: B-17-02	Grant County	Faywood, NM	Matt Thompson/ Bohannan Huston	575-532-8670	$149,746.00	$148,114.00	January 2018-June 2018	91%	40,000 Gallon Fire Water Storage Tank-6" Base Course Foundation for Galvanized Steel Water Storage Tank with drain, distribution/fill piping, valves and hydrant. Subcontractor performed electrical work to tank.	**PRIME**
City of Deming Cedar Street Pedestrian Facilities Project; CN 1101400, Bid # 18-03	City of Deming	Deming, NM	George Esqueda/OEI now Stantec	575-538-5395	$444,254.80	$425,708.49	March 2018-May 2018	81%	Pedestrian Facilities Improvements- Traffic Control, 200 SY Subgrade Prep and 4" Base Course; 3,150 SY 4" Sidewalk; 450 SY 6" Sidewalk; 860 LF 6x24" Vertical Curb; 120 LF 6" Laydown Curb; Subcontractors performed signage; 670 LF Pedestrian Railing.	**PRIME**

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City of Las Cruces Pavement Replacement 2015 - 2016; Project No. 15-16-152	City of Las Cruces	Las Cruces, NM	James Moore	575-528-3123	$1,588,913.62	$1,722,650.82	August 2016 to June 2017	94%	20 Streets-Roadway Mill, Subgrade Prep, Base Course and Asphalt Pavement. Remove & Replace Curb & Gutter, Sidewalk and ADA Ramps. Approx. 70,000 SY of Milling, Compact Base Course and 3" Asphalt Pavement.	**PRIME**
Rio Valley Onion Site Improvements	Rio Valley Chili	Rincon, NM	Nick and Reina Carson	575-267-4790	$614,438.41	$615,464.42	Mar 2017 to June 2017	100%	Roadway- 592 SY 3" Asphalt, 2467 8" Base Course, 28,681 SY Subgrade Prep. Parking Lot- 1396 SY 3" Asphalt, 1396 SY 6" Base Course, 1396 SY 12" Subgrade Prep. 4,303 SF 4" Sidewalk; 7,022 SF 8" Sidewalk 514 LF Grouted Rip Rap Slope with steps; 20,538 CY Excavation.	**PRIME**
Lordsburg Wastewater System Improvements; Colonias Infrastructure Fund NMFA Project #3175-CIF	City of Lordsburg	Lordsburg, NM	Gary Berg, Engineer/Engineers Inc.	575-538-5395	$518,348.00	$621,266.00	May 2016 to Apr 2017	76%	Installation of 1- New Lift Station; Demo Exist Lift Station, Rehab of Exist Lift Station, Sewage Bypass Pumping, Package duplex wastewater lift station, two (2) grinder pumps 80 GPM at 90 ft TDH with soft start controls, stainless steel slide rails, 2-inch stainless steel discharge lines & manifold, ball type check valves in 72" x 228" FRP basin with 48" x 48" valve, Jib Crane 20' tall mast w/concrete foundation.	**PRIME**
Automatic Meter Read (AMR) Project; USDA Rural Utilities Service New Mexico 14-1629STB	City of Bayard	Bayard, NM	Kristy Ortiz, City Clerk/Owner or Gary Berg, Engineer/Engineers Inc.	Owner- 575-537-3327 Engineer- 575-538-5395	$700,000.00	$775,972.23	May 2016 to Mar 2017	93%	1,100 AMR Installations; Includes Data Collection System Software, 2-AMI Tower with Power & Communication; Water Meter w/Ultrasonic and AMR Transmitter; AMR Antennae, 1,072 Water Meter Boxes; Complete for full System Operation	**PRIME**
Terrace Hills Mobile Home Community Gas and Water Services Rehabilitation; Project No. 15-16-072	City of Las Cruces	Del Rey Blvd. Las Cruces, NM	Jimmy Moreno	575-528-3126	$429,881.00	$402,267.45	Apr 2016 to Mar 2017	76%	4351 LF 2" PE Gas Line; 3455 LF 3/4" PE Gas Service Line; 78- 3/4" Excess Flow Valves and Riser w/Lockwing Valve; 7281.5 LF Customer Side Plumbing; 140 Pressure Tests; 128 Customer Re-Lights; 94- 3/4" Water Service Connections; 2229 LF 3/4" Poly Water Service Line; 94- Angle Valves; 1250 SY of Asphalt Removal and Replacement.	**PRIME**
Elks Drive Widening; Project No. 15-16-069	City of Las Cruces	Elks Drive Las Cruces, NM	William Bass	575-528-3107	$702,556.30	$789,265.75	Feb 2016 to Sept 2016	79%	Roadway Widening, 12,000 SY of Asphalt, Base Course and Subgrade Prep. 2800 LF of Curb & Gutter, 3300 LF of Median Curb & Gutter, 11,400 SF of Sidewalk, striping, signage and traffic control, street lighting, RCP Storm Drain Pipe and Drop Inlets, minor utilities.	**PRIME**
Fairview Water System Improvements	Dona Ana MDWCA	Las Cruces, NM	Lilla Reed/Souder, Miller & Assoc. Engineer	575-647-0799	$1,101,890.00	$1,097,240.25	January 2016- July 2016	99%	Construction and Installation of 7,500 LF of 12; 1,000 LF 8 and 5,000 LF of 6-inch PVC C-900, including all related appurtenances. Completed 7- separate 24-inch Jack & Bores. Pavement Replacement.	**PRIME**

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ORGAN W & SA WATER AND WASTEWATER SYSTEM IMPROVEMENTS PHASE 1 & 2	ORGAN W & SA	ORGAN, NM	DAVE SHIELDS	575-532-8670	$2,051,201.00	$2,309,905.80	2012-2014	90%	34,900 LF of 12" PVC C-900 DR18; 12,300 12" PVC C-900 DR18, including rock Excavation. Completed 11-24-inch Jack & Bores. Concrete & Asphalt Removal and Replacement of Driveways. Furnish & Install 1.6 million gallon steel water storage tank, Furnish & Install Gas Chlorination System, Electrical Building and New Well. Traffic Control Plan and maintenance on Main Highways, and complete open access for duration of project.	**PRIME**
WHITE SAND MISSILE RANGE-RANGE ROAD 5, Section 6A	VENCOR Engineering, LLC	Uprange White Sands Missile Range	Hector Vasquez	575-652-3531	$2,956,048.00	$2,956,048.00	2014	92%	4 MILES MILL EXISTING ROAD, WIDEN ROAD, SUBGRADE, AND PAVE NEW ROAD	**SUB**
Melrose Bombing Range RPR Redhorse LZ	Ideals, Inc.	Melrose, NM	Nick Andrews	575-532-9652	$1,349,794.00	$1,349,794.00	2014	80%	Surface Course Improvements to Landing Strip at Melrose Air Force Range- 131,192 SY Grading Site, 58,060 CY Earth Cut, 63,205 SY 8-inch Subgrade Prep, 63,205 SY 6" Surface Course. 16,00 CY Earth Fill	**SUB**
Well Road	Ideals, Inc.	NASA Las Cruces, NM	Nick Andrews	575-532-9652	$1,188,640.47	$1,205,861.51	2013-2014	93%	3 mile new road development, 62,000 SY subgrade prep, 6" base course, prime oil, 46,985 SY 2" Hot-Mix	**SUB**
BELL ELEMENTARY SCHOOL PARKING IMP. 2013	DEMING PUBLIC SCHOOLS	DEMING, NM	MYLES KRAENZEL	575-523-1310	$56,822.35	$58,373.68	2013	95%	PARKING LOT IMPROVEMENT	**PRIME**
HURLEY ONRT GRAVITY SEWER	TOWN OF HURLEY	HURLEY, NM	LISA KIRKER	575-524-2007	$334,831.00	$334,831.00	2013	55%	1,500 LF of 8" GRAVITY SEWER	**PRIME**
GRIGGS AVENUE 6" SWR MAIN	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-639-3085	$38,953.00	$38,953.00	2013	96%	6" SEWER MAIN	**PRIME**
NMDOT 1100361 -UTILITIES	LA CALERTIA/NMDOT	LAS CRUCES, NM	TOBY VILLALOBOS	575-556-1075	$321,108.00	$321,108.00	2013	98%	REPLACE EXISTING UTILITIES/GAS SEWER/WATER	**SUB**
BAYARD STREET AND DRAINAGE IMPROVEMENTS	CITY OF BAYARD	BAYARD, NM	LISA KIRKER	575-524-2008	$453,550.25	$460,481.98	2013	93%	STREET PAVEMENT AND STROM DRAIN IMPROVEMENTS	**PRIME**
CATRON CO. RANCHO GRANDE ESTATES	CATRON COUNTY	RESERVE, NM	GEORGE ESQUEDA	575-538-5395	$932,305.80	$982,780.33	2013	93%	STREET PAVEMENT AND STROM DRAIN	**PRIME**
WEST MESA WATER PHASE IV- PROJECT 2; PROJECT NO. 11-12-215	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-639-3085	$1,145,500.00	$1,184,027.58	2013	97%	36" Water Main Extension, Highway Bore. Approximately 4,300 LF of 36" Ductile Iron Water Line, including 36" DI fittings, 36" water tie-ins, 3" and 6" combination air and vacuum release station; Pressure Reducing Valve Station; 650 feet 24" Jack & bore; All self-performed.	**PRIME**

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NEW LAS CRUCES HIGH SCHOOL	GERALD MARTIN	LAS CRUCES, NM	TIFFANI LUCERO	(575)522-3140	$2,476,800.00	$6,000,000.00	2009-2011		SITE PREP WORK INCLUSIVE OF EARTHWORK, ALL UNDERGROUND UTILITIES SUCH AS WATER, SEWER, GAS MAINS, DRAINAGE PIPES AND STRUCTURES, MASSIVE EROSION CONTROL/RIPRAP, CURB AND GUTTER, AND APPROX. 60,000 SY OF ASPHALT PAVING. $6M PROJECT OF AN AGGREGATE $100M PROJECT.	SUB
DIAZ STREET IMPROVEMENTS	TOWN OF HURLEY	HURLEY, NM	LISA KIRKER	(575)524-2007	$854,000.00	$854,000.00	2010		UTILITIES; PAVING; STREETS	PRIME
PLAYAS WASTEWATER LAGOON	NM TECH	PLAYAS, NM	AK KHERA	(575)532-1526	$678,541.00	$691,961.95	2010		WASTEWATER LAGOONS	PRIME
WEST MESA WATER PROJECT PHASE IV; PROJECT NO. 09-10-169	CLC	LAS CRUCES, NM	CARL CLARK	575-639-3085	$1,118,669.40	$1,212,333.45	2010		36" WATERLINE-Approximately 7,700 LF of 36" DI Water Line; water tie-ins; 36" butterfly valves; air and vacuum release manholes; PRV Station; Concrete Cut-Off Walls.	PRIME
TELSHOR/LOHMAN INTERSECTION IMPROVEMENTS; PROJECT NO. 08-09-610	CLC	LAS CRUCES, NM	DAVID SEDILLO	(575)528-3105	$1,872,000.00	$1,872,000.00	2009		UTILTITES; PAVING; STREETS	PRIME
LA MESA	GADSDEN SCHOOLS	DONA ANA COUNTY	GADSDEN SCHOOLS	(575)589-5300	$124,000.00	$124,000.00	2009		EARTHWORK;UTILTIES;PAVING	PRIME
ALAMOGORDO-WHITE SANDS AIRPORT		ALAMOGORDO, NM					2009		EXCAVATION, STORM DRAIN	SUB
VENTURE DRIVE	CLC	LAS CRUCES, NM	JAMES MOORE	(575)528-3123	$200,000.00	$200,000.00	2009		EARTHWORK;UTILTIES;PAVING	PRIME
ARROYO VISTA	Logos Development	LAS CRUCES, NM	CHAD SELLES	(575)650-0260	$737,278.00	$737,278.00	2009		WATERLINE	PRIME
CHAPARRAL PHASE 1B	DONA ANA COUNTY	DONA ANA COUNTY	BOHANNAN HUSTON/ DAVE SHIELDS	(575)532-8670	$1,198,000.00	$1,198,000.00	2009		4,500 LF 10" Sewer, 2,500 LF 8" Sewer, 18 foot lift station; included cast in place concrete, jib cranes, deep excavation, submersible sewage pumps, earthwork, utilities, paving, sewer main approximately 18 feet deep.	PRIME
JEFFERSON STREET	CLC	LAS CRUCES, NM	CARL CLARK	5755283040	$566,000.00	$566,000.00	2009		EARTHWORK; UTILITIES; PAVING	PRIME
SANTA TERESA PARKING LOT	GADSDEN SCHOOLS	DONA ANA COUNTY	GADSDEN SCHOOLS	(575)589-5300	$805,000.00	$805,000.00	2009		EARTHWORK; UTILITES; PAVING	PRIME
BUTTERFIELD COMMUNITY CENTER	COUNTY	LAS CRUCES, NM	DONA ANA COUNTY	(575)647-7200	$139,000.00	$139,000.00	2008		EARTHWORK; UTILITES	PRIME

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Anton Place Roadway	CITY OF ELEPHANT BUTTE	ELEPHANT BUTTE, NM	CITY CLERK	(575)744-4892	$51,231.20	$51,231.20	2008		PAVING	
Lordsburg Water Sys Imp	CITY OF LORDSBURG	LORDSBURG, NM	LISA KIRKER	(575) 524-2007	$315,363.70	$315,363.70	2008		EARTHWORK; UTILITIES; PAVING	
CHAPARRAL SEWER LINES	DONA ANA COUNTY	DONA ANA COUNTY	JENNIFER YODER	575-532-8670	$2,237,832.00	$2,237,832.00	2007		EARTHWORK; UTILITIES; PAVING	
WEST MESA WATERLINES	CITY OF LAS CRUCES	LAS CRUCES, NM	JASON CLARK	5755283196	$524,462.50	$524,462.50	2007		EARTHWORK; UTILITIES; PAVING	
LOHMAN EXTENSION PHASE V	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-528-3040	$945,000.00	$945,000.00	2007		EARTHWORK; UTILITIES; PAVING	
ENTRADA DE SIERRA	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	575-650-0260	$1,785,000.00	$1,785,000.00	2007		EARTHWORK; UTILITIES; PAVING	
SIERRA NORTE	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	575-650-0260	$2,217,000.00	$2,217,000.00	2007		EARTHWORK; UTILITIES; PAVING	
ZONE #1, PHASE #1	CITY OF LAS CRUCES	LAS CRUCES, NM	BOHANNAN HUSTON/ DAVE SHIELDS	575-532-8670	$2,129,000.00	$2,129,000.00	2007		WATER LINES; WELL	
MONTE SOMBRA	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	575-650-0260	$2,343,349.83	$2,343,349.83	2007		EARTHWORK; UTILITIES; PAVING	
MISSION ESPADA II	ALAMEDA LAND DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	575-650-0260	$545,000.00	$545,000.00	2007		EARTHWORK; UTILITIES; PAVING	
MESILLA, MAY, BOWMAN	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	575-528-3123	$2,700,000.00	$2,700,000.00	2007		EARTHWORK; UTILITIES; PAVING	
RINCON MESA III	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	575-382-8225	$828,968.68	$828,968.68	2007		EARTHWORK; UTILITIES; PAVING	
RINCON MESA II	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	575-382-8225	$834,048.03	$834,048.03	2007		EARTHWORK; UTILITIES; PAVING	
HIGH DESERT PH. I & II	ALAMEDA LAND DEVELOPMENT	LAS CRUCES, NM	DONNIE BRAINARD	575-201-3076	$2,000,000.00	$2,000,000.00	2006		EARTHWORK; UTILITIES; PAVING	
PUEBLO ALAMEDA PH. II	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$1,534,695.00	$1,534,695.00	2006		EARTHWORK; UTILITIES; PAVING	

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Las Cruces, NM 88004
575-526-1178

Name of Project	Customer	Location or Address of Work Performed	Contact Name	Contact Phone Number	Contract Award Amount	Final Price	Dates of Performance	% Complete within Own Forces	Description of Work	Work Peformed as Prime or Subcontractor
VILLAGE OF FLOYD	VILLAGE OF FLOYD	FLOYD, NM	TONI WHITECOTTON	505-478-2585	$425,451.00	$425,451.00	2004		UTILITIES	
RHODES CANYON	BAE SYSTEMS	WSMR, NM	STEPHANIE GAMBOA	505-678-0263	$587,955.00	$587,955.00	2004		LANDFILL	
ORGAN/SUTHERLAND	ORGAN/SUTHERLAND	DONA ANA COUNTY	ROBERT SUTHERLAND	Unavailable	$29,416.00	$29,416.00	2004		EARTHWORK; SITEWORK	
INSTALLATION OF GAS SERVICES	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	505-528-3096	$19,350.00	$19,350.00	2004		INSTALL GAS LINES	
ALBERT SALINAS	ALBERT SALINAS	DONA ANA COUNTY	ALBERT SALINAS	505-882-1040	$25,012.00	$25,012.00	2004		WATERLINE	
CORONADO II	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$768,000.00	$822,000.00	2003-2004		SEWER, GAS, WATER SUBDIVISION WORK, PAVING, CURBING	
CLOVIS ROAD BORE	KELLY CABLE	CLOVIS, NM	MIKE FORD	505-343-1144	$75,000.00	$77,000.00	2003-2004		24" ROAD BORING	
LAS COLINAS 6D	KEN THURSTON	LAS CRUCES, NM	KEN THURSTON	505-382-8225	$730,000.00	$825,000.00	2003		110 UNITS OF EARTHWORK, SEWER,GAS WATER, CURBING & PAVING	
CORONADO I	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$973,000.00	$1,000,000.00	2003		SEWER, GAS, WATER, CURBING & PAVING	
LA MESA	LA MESA MVWCA	DONA ANA COUNTY	SHERRI HOLLIFIELD	505-522-0049	$893,000.00	$1,350,000.00	2003		8-12" WATERLINE; 30 ROAD BOARS	
QUEMADO	VILLAGE OF QUEMADO	QUEMADO, NM	DAWN NALL	505-265-8468	$771,000.00	$972,000.00	2002		36,000 FT. WATER PIPE, 6-10 INCH	
COLUMBUS	VILLAGE OF COLUMBUS	COLUMBUS, NM	GEOGE ESQUEDA	505-538-5395	$400,000.00	$540,000.00	2002		40,000 FT. SEWER PIPE	
NORTH ZONE 2 WATERLINE	CITY OF LAS CRUCES	LAS CRUCES, NM	RICK AREIZA	505-642-1046	$333,000.00	$333,000.00	2001		18" WATER LINE	
GEM MOBILE HOME PARK	ENGINEERING INC.	DONA ANA COUNTY	ENGINEERS INC. - JIM CREEK	505-524-2007	$92,000.00	$92,000.00	2001		MOBILE HOME PARK	
8" GAS LINE	BISHOP CONSTRUCTION	DONA ANA COUNTY	TEDDY BISHOP	Unavailable	$12,000.00	$40,000.00	1999		ROAD BORES	
ROAD BORES AT VADO	BOWER CONSTRUCTION	DONA ANA COUNTY	DALLAS BOWER	505-233-3623	$350,000.00	$12,000.00	1999		ROAD BORES	
BJZ DAIRY SEWER PROJECT	BJZ DAIRY	DONA ANA COUNTY	MCGEE AND ASSOCIATES - MARVIN MCGEE	505-523-9613	$110,000.00	$346,000.00	2000		LIFT STATION, EARTHWORK, PVC PIPING, EXTENSIVE CONCRETE WORK, 130,000 SQ. FT. POLY LEAK LINER FENCING	

Schedule C—Key Individuals *Please find attached

Project Manager		
Name of individual	Warren Morrow	
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent		
Name of individual	Justin Sparks	
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

EJCDC® C-451, Qualifications Statement—Schedule C—Key Individuals.
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Safety Manager	Project Manager & Superintendent share this role		
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager	Project Manager & Superintendent share this role		
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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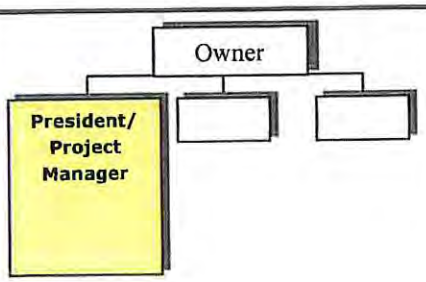
Schedule C—Key Individuals

Project Manager			
Name of Individual		Warren Morrow	
Years of experience as project manager		12 years	
Years of experience with this organization		22+ years	
Number of similar projects as project manager		numerous	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
all current projects		as needed	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose Terrones	Name	Matthew Thompson
Title/Position	Superintendent	Title/Position	Engineer/PM
Organization	Anthony Water & SD	Organization	Bohannan Huston Inc.
Telephone	575-882-3922	Telephone	575-532-8670
Email	jterrones@awsd.us	Email	mthompson@bhinc.com
Project	Anthoyn Waterline Replacement; Sonic Lift Stn	Project	Tularosa Headworks ; SCWWTP 2A & 3
Candidate's role on project	PM	Candidate's role on project	PM
Project Superintendant			
Name of Individual		Justin Sparks	
Years of experience as project superintendant		23 years	
Years of experience with this organization		33 years	
Number of similar projects as project superintendant		numerous	
Number of similar projects in other positions		numerous	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
NASA Gas Upgrades		50% and until next project commences	
East Mesa Rec Complex ph 2		50% and until next project commences	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Arturo Zavala	Name	Tyler Hopkins
Title/Position	Facilities Branch Manager	Title/Position	Engineer/PM
Organization	Sierra Lobo/NASA/WSTF	Organization	Bohannan Huston Inc.
Telephone	575-524-5288	Telephone	575-532-8670
Email	arturo.zavala@nasa.gov	Email	thopkins@bhinc.com
Project	All NASA Projects	Project	SE Collection IV/DA Village
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Resume – Morrow Enterprises, Inc.

Warren Morrow
Proposed Position

President/ Project Manager



- FEDERAL PROJECTS
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
  - NASA- WSTF
- NMDOT PROJECTS
- MUNICIPAL PROJECTS
- GAS PIPELINE COMPANY PROJECTS
- LAND DEVELOPMENT

Experience Summary

Morrow Enterprises, Inc.
January 2007 to 2012
Project Foreman/Superintendent
Las Cruces

Morrow Enterprises, Inc.
January 2012 to Current
Project Manager/Estimator

President
September 2017 to Current

Morrow Enterprises, Inc.
2003-2007
Laborer/Pipe layer/Equipment Operator
Las Cruces

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- Experience Supervising, Estimating and Managing Heavy Civil Construction Projects.
- Familiar with Job Site Protocol for Federal Projects.
- Life Long Experience in Heavy Civil Construction
- Knowledgeable with OSHA and Safety Standards

CAPABILITIES:

- Offers construction knowledge and design considerations during construction when changes need to be made.
- Project Management
- Subcontractors and Suppliers coordination with project schedule
- Project Scheduling and coordination of crews

Contractor Licensing

- **New Mexico License No. 51154**
  Classifications:
  GA-98, GB-98, GF-98
- **Arizona License No. ROC181433**
  Classification:
  A-1 Engineering
- **High School Graduate**
  Las Cruces High School-2004
- **Undergrad Student**
  NMSU- 2004-2006
  Civil Engineering

Certifications

- OSHA-10

Resume – Morrow Enterprises, Inc.

EXPERIENCE:

- ***Managed and Supervised Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, boring, traffic control.***
  Value of contracts range from $20,000 to $19,000,000+
- Full Quantity Take Offs from Blueprints
- Estimating Project Costs for Pre and Post Projects
- Project Management
- Crew Supervision
- Managing Safety Requirements
- Installing Models for Machine Control
- Operating all Heavy Equipment
- Elevation Control for Earthwork and Pipelines

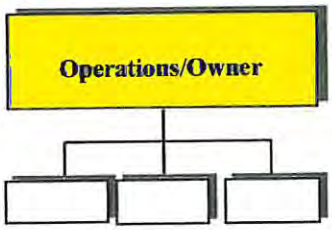
RESOURCES:

- *Trimble GPS Machine Control*
- *Trimble Project Site Project Management*
- *Microsoft Project Scheduling Program*
- *HCSS Heavy Bid- estimating software*
- *HCSS Heavy Job- job costing software*

Resume – Morrow Enterprises, Inc.

Leonard Morrow
Proposed Position

Owner / Vice President/ Co-Project Manager



- Government Projects
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
  - NASA - WSTF
  - NM DoT Projects
- Municipal Projects
- Gas Pipeline Company Projects
- Land Development

Experience Summary

Morrow Enterprises, Inc.
December 3, 1992-Present
Owner/Operator
Las Cruces, NM

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- 33+ yrs. experience supervising, estimating and managing heavy civil construction projects
- Knowledgeable with job site protocol for federal projects and state projects
- Life long experience in heavy civil construction
- Implementation of OSHA and safety standards

CAPABILITIES:

Managed and Directed:

- Heavy civil construction management and installation of multi-million dollar federal and commercial projects
- Earthwork- excavation, cut and fill
- Underground utilities- water, sewer, natural gas, storm drain
- Large roadway expansions- subgrade, base course, asphalt pavement
- concrete- curb and gutter, structural and flatwork

Knowledge of:

- Major construction design considerations during construction
- Changes and change order management
- Subcontractor and suppliers coordination, scheduling and oversight
- Project scheduling development and control

QUALIFYING EXPERIENCE:

Owner, Vice President and Operations Manager for a heavy civil construction corp. with +-80 multiple skilled employees.

- ***Managed Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, concrete, boring, traffic control. Value of contracts range from $20,000 to $19,000,000+***
- Implementing QC practices and procedures
- Implementing Project Management practices and procedures
- Expanding Equip. Inventory to efficiently complete projects within contract period
- Full Quantity Take Offs from Blueprints
- Estimating Project Costs for Pre and Post Projects
- Crew Supervision
- Oversight of Safety Requirements

Contractor Licensing

- **New Mexico License No. 51154**
  Classifications:
  GA-98, GB-98, GF-98
- **Arizona License No. ROC181433**
  Classification: A-1 Engineering

Education

High School Graduate –
Cliff High School 1975

Certifications

- OSHA Competent Persons
- EPQ Qualified Personnel- SWPPP Inspections
- MSHA Mine Safety Training
- Trench Shore Safety

Resume – Morrow Enterprises, Inc.

RESOURCES:

- *Trimble GPS Machine Control*
- *Trimble Project Site Project Management*
- *Microsoft Project Scheduling Program*
- *HCSS Heavy Bid- estimating software*
- *HCSS Heavy Job- job costing software*

Resume – Morrow Enterprises, Inc.

Justin Sparks
Proposed Position

General Superintendent
Utilities Superintendent



- FEDERAL PROJECTS
  - NASA- WSTF
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
- MUNICIPAL PROJECTS
  - City
  - County
  - Water & WW Municipalities
- NMDOT PROJECTS
- PRIVATE/ LAND DEVELOPMENT

Experience Summary

Morrow Enterprises, Inc.
1997-2003
Project Foreman/Superintendent
Las Cruces

Morrow Enterprises, Inc.
2003 to Current
General Superintendent
Las Cruces

Morrow Enterprises, Inc.
1993-1997
Equipment Operator
Las Cruces

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- Experience Supervising, Heavy Civil Construction Projects.
- Familiar with Job Site Protocol for Federal Projects.
- Knowledgeable with OSHA and Safety Standards
- Installing and Completing Project Scope within the Contract Amount of Time

CAPABILITIES:

- Offers construction knowledge and design considerations during construction when changes need to be made.
- Subcontractor and Supplier coordination of project scheduling
- Coordination of crews
- Meeting with Project Inspectors, Engineers and Owners to discuss progress and changes if needed
- Clearance of Utility locates and understanding state laws.
- Calculating Field Quantities to submit to Project Manager for Billing

Education

Graduate–Animas High School-1990

Certifications

- ATSSA Certified-Traffic Control Supervisor
- Trench Shore Safety
- Operator Qualification-Natural Gas Excavation
- OSHA Competent Persons
- OSHA-30 for Construction
- Confined Space
- Fall Protection
- First Aid-CPR

Resume – Morrow Enterprises, Inc.

EXPERIENCE:

- ***Supervised Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, concrete, boring, traffic control.***
  Value of contracts range from $20,000 to $19,000,000
- Reading Blueprints to Execute Projects per Specifications
- Crew Supervision
- Managing Safety Requirements
- Operating all Heavy Equipment
- Elevation Control for Earthwork and Pipelines

RESOURCES:

- ***Trimble GPS Machine Control***
- ***Heavy Equipment Machinery***
- ***HCSS- Heavy Job- job costing software***

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment without regard to their race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a copy of this provision of the Contract setting forth the provisions of this nondiscrimination clause.

C. The Contract will, in all solicitations or advertisements for employment placed by or on behalf of the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap.

D. The Contractor will send to each Labor Union or representative of workers with which he has collective bargaining agreements or other Contractors understandings, a notice advising the Labor Union or worker's representative of the Contractor's commitments to comply with all applicable laws and regulations regarding nondiscrimination in employment.

Morrow Enterprises, Inc.
Bidder Company

Warren Morrow
Name of Bidder Warren Morrow

P.O. Box 1747
Las Cuces, NM 88004
Bidder's Address

10:29:2026
Date

AFFIDAVIT OF NON-COLLUSION

I state that I am President (title) of Morrow Enterprises, Inc (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.
I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) Morrow Enterprises, Inc. (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.
I state that Morrow Enterprises, Inc. (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the **City of Truth or Consequences** in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **City of Truth or Consequences** of the true facts relating to the submission of Offers for this contract.

Warren Warren
(Authorized Signature)

Morrow Enterprises, Inc./President
(Name of Company/Position)

Sworn to and subscribed before me this 28th day of October 2026

State of New Mexico
Notary Public
Diane Christine Steinweg
Commission # 2000729
Commission Expires: 09/20/2027

Diane Steinweg
Notary Public for New Mexico

My Commission Expires: 09/20/27

NOTICE OF AWARD

Date of Issuance:	November 18, 2026		
Owner:	Truth or Consequences, New Mexico	Owner's Project No.:	IBT No. 2026-09-013
Engineer:	Wilson & Company, Inc.	Engineer's Project No.:	2400013703
Project:	Truth or Consequences Critical Waterline Replacements		
Contract Name:	Truth or Consequences Critical Waterline Replacements		
Bidder:	Morrow Enterprises, Inc.		
Bidder's Address:	P.O. Box 1747 Las Cruces, NM 88004 / 6525 W. Picacho Ave, Las Cruces, NM 88007		

You are notified that Owner has accepted your Bid dated Thursday, October 29, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Project includes the following Work:

BASE BID: The project includes the replacement and new installation of waterlines using open trench, jack and bore, and horizontal directional drilling (HDD) methods. Open trench construction consists of approximately 116 linear feet (LF) of 4-inch, 31,508 linear feet (LF) of 6-inch, 2,812 LF of 8-inch, and 888 linear feet (LF) of 10-inch C-900 DR-18 PVC waterline. All waterline replacements will be installed parallel to the existing waterlines. The project also includes the installation of approximately 70 LF of 8-inch waterline carrier pipe within a 16-inch steel casing by jack and bore, and 60 LF of 10-inch waterline carrier pipe within an 18-inch steel casing by jack and bore, both under NMDOT roadway crossings. Additionally, approximately 392 LF of 6-inch, 137 LF of 8-inch, and 145 LF of 10-inch C-900 DR-18 FPVC waterlines will be installed by horizontal directional drilling.

The scope of work includes the installation of 316 new water service connections, 310 by open trench and 6 by trenchless methods, with new water meters and meter boxes. Additional improvements include the installation of valves, fire hydrants, and connections to the existing water system. Site work will include roadway asphalt removal and replacement, as well as sidewalk, curb, gutter, and drive pad removal and replacement to facilitate trenching activities and full site restoration.

The Contract Price of the awarded Contract is $6,933,000.00, excluding New Mexico Gross Receipts Tax (NMGRT). The applicable NMGRT is $580,638.75, resulting in a total contract amount of $7,513,638.75, inclusive of tax. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Three** counterparts of the Agreement, signed by Bidder (as Contractor).

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2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **The City of Truth or Consequences, New Mexico**

By *(signature)*: _____

Name *(printed)*: Carlos Miyagishima

Title: Chief Procurement Officer

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between The City of Truth or Consequences ("Owner") and Morrow Enterprises, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

BASE BID: The project includes the replacement and new installation of waterlines using open trench, jack and bore, and horizontal directional drilling (HDD) methods. Open trench construction consists of approximately 116 linear feet (LF) of 4-inch, 31,508 linear feet (LF) of 6-inch, 2,812 LF of 8-inch, and 888 linear feet (LF) of 10-inch C-900 DR-18 PVC waterline. All waterline replacements will be installed parallel to the existing waterlines. The project also includes the installation of approximately 70 LF of 8-inch waterline carrier pipe within a 16-inch steel casing by jack and bore, and 60 LF of 10-inch waterline carrier pipe within an 18-inch steel casing by jack and bore, both under NMDOT roadway crossings. Additionally, approximately 392 LF of 6-inch, 137 LF of 8-inch, and 145 LF of 10-inch C-900 DR-18 FPVC waterlines will be installed by horizontal directional drilling.

The scope of work includes the installation of 316 new water service connections, 310 by open trench and 6 by trenchless methods, with new water meters and meter boxes. Additional improvements include the installation of valves, fire hydrants, and connections to the existing water system. Site work will include roadway asphalt removal and replacement, as well as sidewalk, curb, gutter, and drive pad removal and replacement to facilitate trenching activities and full site restoration.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Truth or Consequences Critical Waterline Replacements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Wilson & Company Inc., Engineers & Architects ("Engineer")** to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the **Wilson & Company Inc., Engineers & Architects ("Engineer")**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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4.03 *Contract Times: Days*

A. The Work will be substantially complete within **510** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **540** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**1,640.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**1,640.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5— CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as the **Contractor's BID Form C-410 "ADDENDUM 3 BID FORM FOR CONSTRUCTION CONTRACT".**

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. 100 percent of the value of the Work completed (with the balance being retainage).

    b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **1.5** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:

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a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **One hundred and thirty-four (134)** sheets with each sheet bearing the following general title: **Truth or Consequences Critical Waterline Replacements**

7. Addenda (numbers [**1**] to [**3**], inclusive).

8. Exhibits to this Agreement (enumerated as follows):

a. **Contractor's Bid**

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to

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existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Funding*

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

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

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [ ] (which is the Effective Date of the Contract).

Owner:	Contractor:
_____	_____
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____
	(where applicable)
	State: _____

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BOARD OF CITY COMMISSIONSERS

Notices.

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

To: City of Truth or Consequences
Carlos Miyagishima, Chief Procurement Officer
505 Sims Street Truth or Consequences, NM 87901

To: CONTRACTOR Morrow Enterprises, Inc

Printed Name:

Address:

By: _____ Date: _____

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

By: _____ Date: _____
Carlos Miyagishima, Chief Procurement Officer
City of Truth or Consequences

Project Manager:

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
575-952-0565
talvarez@torcnm.org

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BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of _____ - _____, 2026.

Rolf Hechler, Mayor

Attest:

Angela Torres
City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____

Carlos Miyagishima, Chief Procurement Officer
City of Truth or Consequences

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ADDENDUM 3
BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The City of Truth or Consequences,**
Finance & Purchasing - 505 Sims Street
Truth or Consequences, NM 87901

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

G. Certificate of Equal Employment Opportunity Compliance;

H. Affidavit of Non-Collusion

I. Resident/Veteran Preference certification Form (if applicable)

ARTICLE 3—BASIS OF BID— UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

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2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Lump Sum and Unit Prices)

BASE BID: The project includes the replacement and new installation of waterlines using open trench, jack and bore, and horizontal directional drilling (HDD) methods. Open trench construction consists of approximately 116 linear feet (LF) of 4-inch, 31,508 linear feet (LF) of 6-inch, 2,812 LF of 8-inch, and 888 linear feet (LF) of 10-inch C-900 DR-18 PVC waterline. All waterline replacements will be installed parallel to the existing waterlines. The project also includes the installation of approximately 70 LF of 8-inch waterline carrier pipe within a 16-inch steel casing by jack and bore, and 60 LF of 10-inch waterline carrier pipe within an 18-inch steel casing by jack and bore, both under NMDOT roadway crossings. Additionally, approximately 392 LF of 6-inch, 137 LF of 8-inch, and 145 LF of 10-inch C-900 DR-18 FPVC waterlines will be installed by horizontal directional drilling.
The scope of work includes the installation of 316 new water service connections, 310 by open trench and 6 by trenchless methods, with new water meters and meter boxes. Additional improvements include the installation of valves, fire hydrants, and connections to the existing water system. Site work will include roadway asphalt removal and replacement, as well as sidewalk, curb, gutter, and drive pad removal and replacement to facilitate trenching activities and full site restoration.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST
	General				
1	Mob/Demob.	LS	1	229,655.00	229,655.00
2	Traffic Control Plan and Management	LS	1	139,557.00	139,557.00
3	Construction Survey/Staking	LS	1	86,824.00	86,824.00
4	SWPPP Preparation, Implementation, and Inspection	LS	1	10,524.00	10,524.00
5	Materials Testing	ALLOW	1	$ 150,000.00	$ 150,000.00
6	Subsurface Utility Locating	ALLOW	1	$ 120,000.00	$ 120,000.00
7	Utility Relocation	ALLOW	1	$ 180,000.00	$ 180,000.00
8	Residential Meters Allowance	ALLOW	1	$ 79,948.00	$ 79,950.00
9	Insta-Valve Allowance	ALLOW	1	$ 175,000.00	$ 175,000.00
	Waterline Replacement				
10	4" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	116	101.00	11,716.00
11	6" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	31,508	44.00	1,386,352.00
12	8" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	2,812	52.00	146,224.00
13	10" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	888	68.00	60,384.00
14	6" Waterline C-900 DR-18 FPVC Pipe Installed with Horizontal Directional Drill	LF	392	326.00	127,792.00
15	8" Waterline C-900 DR-18 FPVC Pipe Installed with Horizontal Directional Drill	LF	137	377.00	51,649.00
16	10" Waterline C-900 DR-18 FPVC Pipe Installed with Horizontal Directional Drill	LF	145	438.00	63,510.00
17	Furnish and Install 16-inch steel casing schedule 30 for crossing, with 8 -Inch C900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	70	660.00	46,200.00

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18	Furnish and Install 18-inch steel casing schedule 30 for crossing, with 10-Inch C900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	60	610.00	36,600.00
ITEM NO.	**DESCRIPTION**	**UNIT**	**ESTIMATED QTY**	**UNIT PRICE**	**COST**
19	4-1/2' Fire Hydrant w/ piping valves, and connection	EA	34	11,647.00	395,998.00
20	4" Gate Valves w/ Valve Can, CIP	EA	3	2,666.00	7,998.00
21	6" Gate Valves w/ Valve Can, CIP	EA	132	3,149.00	415,668.00
22	8" Gate Valves w/ Valve Can, CIP	EA	12	3,905.00	46,860.00
23	1" Combination Air Release Valve, CIP	EA	10	7,677.00	76,770.00
24	Pressurized waterline connections, CIP	EA	66	6,075.00	400,950.00
25	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	23,647	7.00	165,529.00
26	Mechanically Restrained Joints, DI & PVC, 4"-8", CIP	EA	699	140.00	97,860.00
27	Mechanically Restrained Joints, DI & PVC, 10"-12", CIP	EA	12	316.00	3,792.00
28	1" Water Service, Water Meter Box Remove & Replace (by HDD) with 2 Inch HDPE casing (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration)- TRENCHLESS INSTALL	EA	6	3,827.00	22,962.00
29	1" Water Service, Water Meter Box Remove & Replace (by Open Trench) (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration) -OPEN TRENCH INSTALL	EA	310	2,352.00	729,120.00
30	Rock Excavation & dispose, CIP	CY	282	97.00	27,354.00
31	Dewatering of Trench, CIP	LF	3,127	59.00	184,493.00
32	Hydrant removal and abandonment	EA	6	2,292.00	13,752.00
33	Furnish and Install Manhole 4' Dia, Type "C" less than 6' deep, Including two 1" Tapping saddle, 6"-12" on 6-12" waterline, incl. 1" Corp stop with plug and, jointing material and Gate valve (Including , potholing, bedding, connections to new water main, include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration) CIP.	LS	5	14,006.00	70,030.00
	Roadway				
34	Asphalt Roadway, Remove, Dispose and Replace with SP III, 3" Thick for Residential Streets, include Subgrade and Subgrade Prep, CIP	SY	8,723	78.00	680,394.00
35	Excavate and Dispose of Unsuitable Material, CIP	CY	9,000	15.00	135,000.00
36	Import of Engineered Fill	CY	9,000	35.00	315,000.00
37	Remove and replace Curb and Gutter, CIP	LF	463	75.00	34,725.00
38	Remove and replace Sidewalk CIP	SY	30	227.00	6,810.00

TOTAL ESTIMATED BASE BID 6,933,000.00

NMGRT AMMOUNT FOR BASE BID (8.375%) 580,638.75

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TOTAL ESTIMATED PROJECT COSTS (INCL NMGRT) 7,513,638.75

Total Bid Price (Total of all Lump Sum and Unit Price Bids) $7,513,638.75

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1-one	September 30, 2026
2-two	October 6, 2026
3-three	October 14, 2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

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artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: Morrow Enterprises, Inc.
(typed or printed name of organization)

By: Warren Morrow
(individual's signature)

Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Date: October 29, 2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. attached

Attest: Kimberly Morrow
(individual's signature)

Name: Kimberly Morrow
(typed or printed)

Title: Treasurer/Assistant Secretary
(typed or printed)

Date: October 29, 2026
(typed or printed)

Address for giving notices:
P.O. Box 1747
Las Cruces, NM 88004

Bidder's Contact:
Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Phone: 575-526-1178
Email: warren@morrownm.com
Address:
Morrow Enterprises, Inc.
Physical: 6525 W. Picacho Ave. Las Cruces, NM 88007
Mailing: P.O. Box 1747 Las Cruces, NM 88004

Bidder's Contractor License No.: (if applicable) 51154

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.2

MEETING DATE: November 18, 2026

SUBJECT: Discussion/Action: Approval of Notice of Award for RFP #2026-03-004 and acceptance and execution of the engineering services agreement with Bohannan Huston, Inc., for Vacuum Sanitary Improvements

DEPARTMENT: Community Development

DATE SUBMITTED: November 13, 2026

SUBMITTED BY: Traci Alvarez

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

Summary/Background:

The city solicited engineering services for Vacuum Sanitary Improvements under RFP #2026-03-004. Proposals were reviewed and interviews were held. Staff is recommending award to Bohannan Huston, Inc for design services for rehabilitation of the vacuum station and collection system, including pumps, piping, valves, controls, odor control, and valve pit improvements to address water infiltration and waterlogging. Deliverables include field verification, preliminary and final design plans, specifications, and cost estimates. All documents have received NMED concurrence. Commission approval is requested for the Notice of Award and acceptance and execution of the engineering services agreement in the amount of $99,033.08 including NMGRT. Project is funded thru the CWSRF-098.

Recommendation:

Approve the Notice of Award to Bohannan Huston, Inc and accept the engineering services agreement and authorize the Mayor/City Manager to execute the agreement and related award documents on behalf of the city

Attachments:

- Notice of Award — Vacuum Sanitary Improvements
- NMED Agreement for Engineering Services Package — November 2026
- Interview Committee Results
- RFP #2026-03-004

-

Fiscal Impact (Finance): **Yes**

$91,380 plus applicable NMGRT, funded through the CWSRF project (098).

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 11-18-26

LETTER NOTICE OF AWARD

Date of Issuance:	July 3, 2026		
Owner:	City of Truth or Consequences	Owner's Project No.:	2026-03-004
Engineer:	Bohannan Huston	Engineer's Project No.:	Pending
Project:	Engineering Services for Vacuum Sanitary Improvements		
Contract Name:	Engineering Services for Vacuum Sanitary Improvements		
Bidder:	Bohannan Huston		
Bidder's Address:	425 S. Telshor Blvd., Suite C-103, Las Cruces, NM 88011		

You are notified that Owner has accepted your Bid dated Thursday, June 23, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

BASE BID: Engineering Services for the design of a vacuum sewer system improvement as recommended in the design analysis report approved January 2025. Valve pit improvements of approximately 52 pits, valve replacements and inoperable valve replacements, seal replacement and controller replacements for the vacuum pits prone to waterlogging as assessed during the field inventory. The project may consist of replacement of two sewage pumps, replacement in-kind of piping, valves, fittings and associated appurtenances between the two vacuum pumps and the vacuum sewer tanks. Valve pits will have exterior structure improvements to reduce exterior water infiltration.

Coordination with Truth or Consequences and New Mexico Environment is needed to successfully complete the design phase of the project.

The Contract Price of the awarded Contract is **$91,380.00**, excluding New Mexico Gross Receipts Tax (NMGRT). The applicable NMGRT is **$7,653.08**, resulting in a total contract amount of **$99,033.08**, inclusive of tax. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[5]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Truth or Consequences

By *(signature)*:

Name *(printed)*: Carlos Miyagishima

Title: Chief Procurement Officer

Copy: Engineer

Bohannan Huston
great people supporting great communities

425 South Telshor Boulevard
Suite C-103
Las Cruces, NM 88011

575.532.8670
bhinc.com

October 30, 2026

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

RE: City of TorC Vacuum Sanitary System
RFP 2026-03-004 – Engineering Services for Vacuum Sanitary Improvements

Dear Mr. Miyagishima:

Bohannan Huston, Inc., (BHI) is pleased to provide the attached NMED Agreement for Engineering Services for improvements and replacement of deteriorated components associated with the City of Truth or Consequences' (City) Vacuum Sewer Collection System for review and consideration. The scope of work was developed based on the recommended improvements identified in the Design Analysis Report prepared by Wilson & Co. in January 2025 and from discussions with the City Staff to determine project goals and expectations. Please let us know if you would like to meet and discuss any element of this scope in detail or if there are any additional items you would like us to take into consideration as part of the project scope.

If acceptable, please return the executed task order and purchase order which will be considered the effective notice to proceed. If you have any questions, please contact me directly at 575-532-8670. Thank you for the opportunity and we look forward to working with you on these critical tasks for the City.

Sincerely,

J. Alfredo Holguin, PE
Senior Project Manager

Enclosures

AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)

THIS Agreement, made this 11 day of November 2026 (effective date) by and between City of Truth or Consequences hereinafter referred to as the OWNER, and Bohannan Huston, Inc. hereinafter referred to as the ENGINEER. This contract expires on November 11,2029.

The OWNER intends to construct a Project consisting of Improvements to the Vacuum Sanitary System.

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

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

☒ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This 11 day of November, 2026
Contract Time shall be 272 calendar days from Authorization to proceed date. This phase expires on August 10, 2027.

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

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

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

☐ _____

SECTION A – GENERAL PROVISIONS

1. General

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

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

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

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

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

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

2. Approvals

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

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

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

3. Responsibilities of the ENGINEER

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

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

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

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

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

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

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

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

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

4. Responsibilities of the OWNER

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

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

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

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

5. Changes

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

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

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

6. Termination of Contract

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

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

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

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

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

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

7. Payment

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

in the Attachments.

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

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

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

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

8. Time

(a) PROGRESS AND COMPLETION

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

schedule regardless of the reason.

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

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

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

9. Project Design

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

10. Audits and Access to Records

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

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

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

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

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

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

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

11. Subcontracts

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

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

12. Insurance

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

13. Environmental Condition of Site

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

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

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

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

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

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

14. Mutual Waiver

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

15. Independent Contractor

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

16. Equal Employment Opportunity

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

17. Gratuities

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

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

18. Covenant Against Contingent Fees

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

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

SECTION B --ENGINEERING SERVICES

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

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

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

3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.

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

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

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

☐ None

1. Contract times as defined in Attachments II, III, IV are based upon assumed agency review times of 30-calendar days, with a 30-calendar day second review for approval. Contract times may be stopped or extended to accommodate additional agency review time as needed.

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

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

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

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

1. PRIVITY OF CONTRACT

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

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

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

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

3. TERMINATION

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

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

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

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

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

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed

to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

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

5. AUDIT; ACCESS TO RECORDS

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

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

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

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

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

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

1. To the extent the records pertain directly to contract performance;

2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

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

6. COVENANT AGAINST CONTINGENT FEES

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

7. GRATUITIES

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

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

8. FINAL PAYMENT

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

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance

agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.
The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

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

By: _____ Date: 11/02/2026
OWNER
Type Name Gary Whitehead
Title City Manager

By: _____ Date: 10/28/2026
ENGINEER
Type Name Matthew R. Thompson
Title Senior Vice President
Address 2730 Northrise Dr.
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name_____
Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than $1,000,000 for injury to any one person and $1,000,000 on account of any one accident and in the amount of not less than $1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than $2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 11 day of November, 2026 (effective date) by and between the City of Truth or Consequences, the OWNER, and Bohannan Huston, Inc., the ENGINEER, the OWNER and ENGINEER agree this 11 day of November, 2026 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:
This Scope of Services for the City of Truth or Consequences is for work associated with Improvements to the Vacuum Sanitary System project. This Scope of Services defines the work, deliverables, and related fees for each project work task. Tasks of the individual phases are described in detail below.

Throughout this document the terminology "OWNER" refers to the City of Truth or Consequences, and "ENGINEER" refers to BHI.

A. PROJECT SCOPE DESCRIPTION

The Project Scope includes engineering design phase services for Vacuum System improvements at both the station and throughout the collection system. The existing vacuum system was constructed over 30 years ago, with minimal upgrades or improvements completed previously. Improvements involving the main vacuum station rehabilitation include replacing end-of-life components on the vacuum skid unit such as vacuum pumps, wastewater transfer pumps, vacuum manifold piping, isolation and check valves, system control panels, integration with site PLC, and odor control improvements. Collection system improvements include grade adjustments to the valve pits covers as well as the replacement of valve rubber boot connections on approximately 51 valve pits and the installation of one EAAC unit on the collection line to alleviate waterlogging issues.

The project's engineering services are broken down specific work tasks identified below in the work task outline including only engineering design services, construction phase services will be amended into the contract when required:

ENGINEERING SERVICES:
Task 1 – Project Communications and Management
Task 2 – Facility Record Background Creation
Task 3 – 60% Preliminary Design
Task 4 – Final Draft and Final Stamped Design Plan

B. ENGINEERING SERVICES

Task 1: Project Communications and Management

Objective: Provide effective communications, coordination, meetings, and project management for the Project through the design phase to project final commissioning.

Approach: ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain additional Project information, to obtain OWNER input, and to develop critical success factors for design and implementation of the Project. As part of this meeting, OWNER goals and constraints will be identified to assist the ENGINEER in screening and evaluation of preliminary design alternatives in order to upgrade the facilities while continuing to maintain operation. Subsequent design phase meetings with OWNER staff and operations team members will be conducted, as required, to complete the Project deliverables.

The ENGINEER and OWNER will have regular conference calls and email communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER will provide a monthly progress report attached to monthly invoicing that summarizes the work completed since the last report, work to be completed during the next period, budget status, issues and concerns, and schedule status. The ENGINEER shall attend one (1) meeting per month to update OWNER staff on the current status of specific design activities and get input needed to maintain the design phase schedule.

Other Project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. An initial kick-off meeting will be held at the OWNER's or BHI's offices with OWNER staff, ENGINEER's project manager and project engineer, and other stakeholders that may be identified by the OWNER.

Deliverables:

1. Kick-off meeting agenda and meeting minutes
2. Monthly progress reports – delivered via e-mail
3. Regular conference meeting minutes
4. Monthly invoices for ENGINEER's services

Task 2: Facility Record Background Creation

Objective: Develop AutoCAD backgrounds to produce scaled engineering drawings. In order to proceed with the design phase, information related to the site, equipment layout,

and as-built conditions will need to be acquired and integrated into the design as basis for the rehabilitation of the vacuum station skid unit within the existing station building.

Approach: ENGINEER will also conduct all necessary field investigations to confirm current conditions by verifying on site facility conditions, taking field measurements to document actual facility dimensions. All equipment ratings and models will be documented for creation of a design basis.

Assumptions:

1. ENGINEER will conduct an onsite field data acquisition task at the Vacuum Station to capture all process elements. Field data will provide feature data adequate for creation of a CAD background for all engineering disciplines for the expected design area.
2. ENGINEER's AutoCAD standard conventions will be followed during preparation of drawings. The design drawings will be prepared using AutoCAD and other integrated software programs.
3. Full-size drawings will measure 24-inch by 36-inch with half-size as 11-inch by 17-inch. Except for the Final Drawings, other drawings prepared for the OWNER's review will be made on half-size drawings.

Deliverables:

1. Base AutoCAD drawing files of the project area suitable to be incorporated into the design drawings.

Task 3: 60% Engineering Design

Objective: ENGINEER will prepare 60% complete construction drawings in plan format to be displayed on 24" x 36" layout drawings for OWNER review. The intent of this phase is to incorporate OWNER review comments prior to initiation of final details.

Approach: To accomplish these objectives the following work task work elements will be performed:

1. Provide detailed construction drawings of the Vacuum Station Skid Unit components with plan and profile drawings, identifying all improvements necessary.
2. Coordination with AirVac for confirmation of proprietary component design criteria and retrofit requirements for incorporation into existing skid unit.
3. Perform a constructability review of the proposed Project elements. Identify all Project elements requiring specialized construction methods and review alternatives.
4. Prepare a preliminary opinion of probable construction costs for the proposed improvements.

All design elements will comply with any applicable OWNER Utility Standards or Details. ENGINEER will consult with OWNER staff and all other affected departments during the design phase in coordination meetings to identify special project needs as the design develops. ENGINEER will complete the design drawings to approximately 60% and

submit to OWNER staff for review and comments. ENGINEER will incorporate OWNER 60% review comments and begin preparation of Final Draft review set.

A preliminary opinion of construction cost and overall funding analysis will be provided with the 60% preliminary draft drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Assumptions:
1. All improvements are anticipated to be within the existing Vacuum Station building and City of TorC property/right-of-way, with no private property acquisition or access easements needed.

Deliverables:
1. One (1) paper copy and digital PDF of 60% construction drawings and cost estimate.

Task 4: Final Draft and Final Stamped Design Plans

Objective: The intent of this task is to incorporate final OWNER review comments prior to finalizing and stamping the construction document set. All remaining associated construction details related to the project will be shown. Final construction phasing and staging details (if applicable) of the installation will be provided, as required to define all remaining work elements.

Approach: ENGINEER will prepare Final Draft construction drawings in plan format to be displayed on 24" x 36" layout drawings for OWNER review. Final draft technical specifications for the construction of the project work will also be provided for review with this submittal. ENGINEER will provide all construction contract related documents in EJCDC form or Owner basis of contract documents. ENGINEER will compile all contract documents, technical specifications and plans into a construction document set for use in project bidding. ENGINEER will complete the design drawings to approximately Final Draft and submit to OWNER staff and the funding technical oversight agency for review and comments.

ENGINEER will incorporate Final Draft review comments and provide a stamped plan set suitable for obtaining bids from licensed contractors within a public bidding process.

A final opinion of construction cost and overall funding analysis will be provided for final draft construction drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Assumptions:

1. The ENGINEER's standard technical specifications, in CSI format will be used as a basis for Divisions 1 through 48. The Project specifications will be customized to clearly describe the scope of work, material requirements, execution requirements, submittal requirements, testing procedures, measurement, and payment necessary for the bidding and construction of the project.

Deliverables:

1. One (1) paper copy and digital PDFs of Final Draft construction drawings, technical specifications, and cost estimate.

2. One (1) paper copy of final stamped contract documents, technical specifications, drawings, and cost estimate. One (1) USB drive with ACAD, Word, and Adobe PDF project files suitable for reproduction or website incorporation for document distribution.

The time period for the performance of BHI's services is approximately 9 months from the receipt of notice to proceed per the attached Exhibit A - Project Schedule. The anticipated schedule includes typical agency review timeframes and is contingent on the timely receipt of critical information from the original vacuum system manufacturer.

B. Cost Proposal – Include hourly breakdown for each task

Compensation for services of ENGINEER will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax. A manhour breakdown has been attached for reference as Exhibit B.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

Task 1 - Project Communications and Management (LS)	$6,500
Task 2 - Facility Record Background Creation (LS)	$21,880
Task 3 - 60% Preliminary Design (LS)	$37,003
Task 4 - Final Draft and Final Stamped Design Plan (LS)	$25,997
TOTAL PROJECT FEE (Exclusive of NMGRT)	$91,380

C. Reimbursable Expense Schedule

N/A

D. Contract Time shall be 272 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by August 10, 2027 (DATE). If design phase services have not been completed and accepted by September 10, 2027 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

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

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed $91,380.00, excluding gross receipt tax.

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

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

4. Signatures

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

By: _____ Date: 11/02/2026
OWNER
Type Name Gary Whitehead
Title City Manager

By: _____ Date: 10/28/2026
ENGINEER
Type Name Matthew R. Thompson
Title Senior Vice President
Address 2730 Northrise Dr.
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____

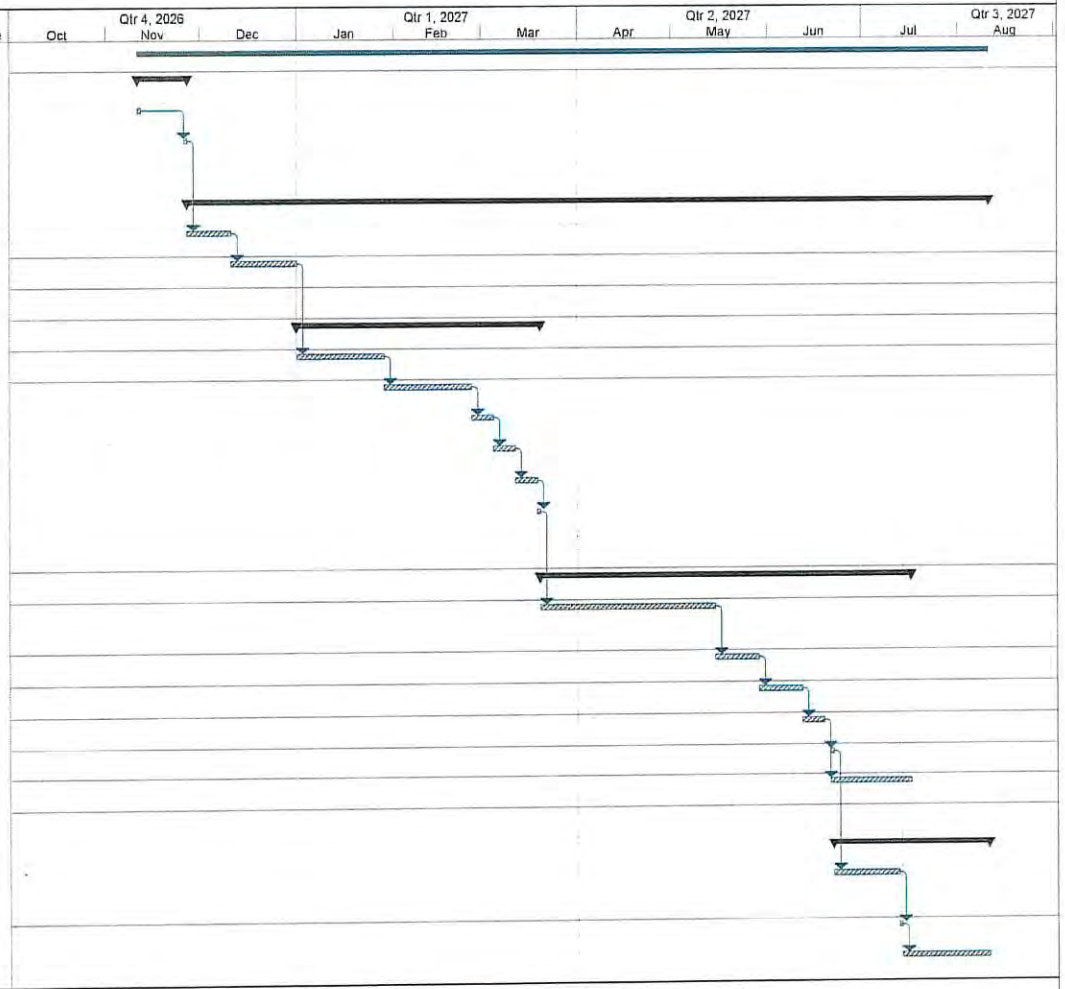
By _____

Type Name _____

Date _____

EXHIBIT A - PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	% Complete
1	**Overall Project Management**					0%
2	**CONTRACTING PHASE**	**16 days**	**Wed 11/11/26**	**Thu 11/26/26**		0%
3	Contract Award Notice	1 day	Wed 11/11/26	Wed 11/11/26		0%
4	Project Kickoff Meeting	1 day	Thu 11/26/26	Thu 11/26/26	3FS+14 days	0%
5						
6	**DESIGN PHASE**	**257 days**	**Fri 11/27/26**	**Tue 8/10/27**		0%
7	Field Confirmation & Data Collection	14 days	Fri 11/27/26	Thu 12/10/26	4	0%
8	Facility Record Background Creation	21 days	Fri 12/11/26	Thu 12/31/26	7	0%
9						
10	**60% Design**	**78 days**	**Fri 1/1/27**	**Fri 3/19/27**		0%
11	AirVac Coordination	28 days	Fri 1/1/27	Thu 1/28/27	8	0%
12	Prepare 60% Design Plans, Cost Estimate	28 days	Fri 1/29/27	Thu 2/25/27	11	0%
13	Internal QAQC	7 days	Fri 2/26/27	Thu 3/4/27	12	0%
14	Address QAQC Comments	7 days	Fri 3/5/27	Thu 3/11/27	13	0%
15	60% Client Review Period	7 days	Fri 3/12/27	Thu 3/18/27	14	0%
16	60% Design Review Mtg	1 day	Fri 3/19/27	Fri 3/19/27	15	0%
17						
18	**95% Design**	**119 days**	**Sat 3/20/27**	**Fri 7/16/27**		0%
19	Prepare 95% Design Plans, Specifications, Cost Estimate	56 days	Sat 3/20/27	Fri 5/14/27	16	0%
20	Internal QAQC	14 days	Sat 5/15/27	Fri 5/28/27	19	0%
21	Address QAQC Comments	14 days	Sat 5/29/27	Fri 6/11/27	20	0%
22	95% Client Review Period	7 days	Sat 6/12/27	Fri 6/18/27	21	0%
23	95% Design Review Mtg	1 day	Mon 6/21/27	Mon 6/21/27	22FS+2 days	0%
24	Submit to NMED for Review & Comments	26 days	Mon 6/21/27	Fri 7/16/27	22FS+2 days	0%
25						
26	**Final Stamped Design**	**50 days**	**Tue 6/22/27**	**Tue 8/10/27**		0%
27	Address All Comments & Prepare Stamped Design Plans, Specifications, Cost Estimate	21 days	Tue 6/22/27	Mon 7/12/27	23	0%
28	Submit revised Package to NMED for Approval	1 day	Tue 7/13/27	Tue 7/13/27	27	0%
29	Receive Approval to Bid	28 days	Wed 7/14/27	Tue 8/10/27	28	0%



City of TorC
Vacuum System Improvements

Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline

Man-Hour Breakdown- Exhibit B

Name of Project:	TorC Vac Sewer Improvements	**Date:**	9/21/2026
Client:	City of TorC	**Prepared by:**	JAH
Principal-in-Charge/ PM / PA:	Matt Thompson / Alfredo Holguin / Diana Gomez	**Reviewed by:**	MRT

Task / Activity	Engineer 7	Engineer 5	Engineer 2	Technical Manager 3	Designer 6	Senior GIS Technician	Administative Professional 2	Expenses (Vehicle Mileage)	Task Sub-Totals	
									Per-Hrs	Cost
Hourly Rate:	$ 273	$ 213	$ 143	$ 168	$ 193	$ 158	$ 83			
Project Communication & Management										$ 6,500
Project Setup in BST		3					4		7	$ 971
Project Management & Invoicing		15							15	$ 3,195
Kick-Off & Client Communication		6	6					$ 198	12	$ 2,334
Facility Record Background Creation										$ 21,880
Field Data Collection and Confirmation		8	16					$ 206	24	$ 4,198
Facility Record Background Creation		8	44			60		$ 206	112	$ 17,682
60% Preliminary Engineering Design										$ 37,003
Coordination with AirVac		10	24	4	2				40	$ 6,620
Preliminary Design Development		13	100	4	24				141	$ 22,373
Cost Estimate Draft		4	8	1	2				15	$ 2,550
Internal QAQC	2	8	12	2	6				30	$ 5,460
Final Draft and Final Stamped Engineering Design										$ 25,997
Address Comments Received from City		2	4	1	2				9	$ 1,552
Final Design Development		6	48	2	16				72	$ 11,566
Contract Docs and Tech Specs		2	6	1	2		4		15	$ 2,129
Finalize Cost Estimate		1	4	2	2				9	$ 1,507
Internal QAQC	2	8	12	2	2				26	$ 4,688
Address Client & Agency Comments		4	8	2	2			$ 117	16	$ 2,835
Finalize Design Package		2	4	2	2				10	$ 1,720
TOTAL HOURS:	4	100	296	23	62	60	8	$ 727	553	$ 91,380
TOTAL FEES:	$ 1,092	$ 21,300	$ 42,328	$ 3,864	$ 11,966	$ 9,480	$ 623			

City of Truth or Consequences
Engineering Services for Vacuum Sanitary Improvements
RFP #2026-03-004
July 2026

INTERVIEW COMMITTEE:

- Traci Alvarez – Assistant City Manager
- Gary Whitehead – City Manager
- Bo Easley – Public Works Director
- OJ Hechler – Public Service Director

INTERVIEW TOTALS

Planning & Design Services

	Wilson & Company	Bohanna Huston	Horrocks
Bo Easly	85	85	90
Traci Alvarez	87	93	80
OJ Hechler	95	93	88
Gary Whitehead	89	96	93
Totals (400)	**356**	**367**	**351**

Construction Observation Services

	Wilson & Company	Bohanna Huston	Horrocks
Bo Easly	25	22	23
Traci Alvarez	24	24	17
OJ Hechler	24	24	23
Gary Whitehead	20	20	20
Totals (100)	**93**	**90**	**83**

Interview Evaluation Criteria

	Wilson & Company	Bohanna Huston	Horrocks
Bo Easly	75	97	75
Traci Alvarez	83	93	85
OJ Hechler	95	98	92
Gary Whitehead	89	91	98
Total (400)	**342**	**379**	**350**

COMBINED TOTALS

	Wilson & Company	Bohanna Huston	Horrocks
Totals (900)	**791**	**836**	**784**

REQUEST FOR PROPOSALS (RFP)
FOR
PROFESSIONAL DESIGN SERVICES

RFP No. 2026-03-004

Packet No. #1

Project Name:	Engineering Services for Vacuum Sanitary Improvements
Contracting Agency:	City of Truth or Consequences
Address:	505 Sims Street Truth or Consequences, NM 87901
Telephone:	575-894-6673
Date:	April 9, 2026
Funding Type:	CWSRF Loan/Grant

Commodity Codes: 72040, 72064, 72067, 89030, 89066, 89075, 91340, 91345, 91356, 91360, 91378, 91381, 91389, 92517, 92522, 92535, 92544, 92567, 92570, 92587, 92588, 92596, 96847, 96863, 96893

This form was prepared by Insert Association Name and is endorsed by the Professional Technical Advisory Board (PTAB), which is comprised of the American Council of Engineering Companies (ACEC) New Mexico, New Mexico Society of Professional Engineers (NMSPE), American Institute of Architects (AIA) New Mexico Chapter, New Mexico Professional Surveyors (NMPS), and American Society of Landscape Architects (ASLA) New Mexico Chapter; Local Government Division, Department of Finance and Administration; Rural Utilities Service, US Department of Agriculture; New Mexico Environmental Department; and New Mexico Finance Authority.

For information and suggestions on how to fill out this RFP, please refer to the "OWNER'S MANUAL FOR QUALIFICATIONS-BASED SELECTION (QBS)" at www.ptabnm.org.

NOTICE OF REQUEST FOR PROPOSALS (RFP)

Qualifications-based competitive sealed proposals for professional design services will be received by the Contracting Agency, City of Truth or Consequences for RFP No.2026-03-004. The Contracting Agency is requesting proposals for professional

☐ architectural services ☒ engineering services

☐ surveying services ☐ landscape architectural services

☐ planning services

for: Engineering services for vacuum sanitary improvements

Project No. CWSRF 098

Proposals will be received at City Hall 505 Sims St. Truth or Consequences, NM 87901 or by email to cmiyagishma@torcnm.gov until April 30, 2026, 2:00 pm.

Copies of the Request for Proposals (RFPs) can be obtained in person at the office of Chief Procurement Officer (CPO) at 505 Sims St. Truth or Consequences, NM 87901 or will be mailed or emailed upon request to Carlos Miyagishima at 575-952-0490 or cmiyagishima@torcnm.gov. Packet are also located on City's Bidnet Link.

A ☒ mandatory ☐ non-mandatory pre-proposal meeting ☐ will ☒ will not be held on day and date at time am/pm at location address.

Interviews ☒ may be held ☐ will not be held for this project after the evaluation of proposals is completed.

PURCHASING AGENT:

Carlos Miyagishima Date: March 31, 2026

(for Contracting Agency's Use Only)

Newspaper:	Albuquerque Journal	Publish:		P.O. No.	
Newspaper:	Sierra County Sentinel	Publish:		P.O. No.	
Newspaper:	Las Cruces Sun	Publish:		P.O. No.	

[Note: This Notice is issued pursuant to the requirements of § 13-1-104 NMSA 1978 and must be published not less that 10 calendar days prior to the date set for the receipt of proposals (§ 13-1-113) and published in a newspaper of general circulation in the area.]

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Chief Procurement Officer (CPO)	April 9, 2026
2. Return of "Acknowledgment of Receipt" Form for Distribution List Appendix A	Potential Offerors (PO)	May 12, 2026 @ 2PM
3. Pre-Proposal Conference	-----	N/A
4. Deadline to Submit Questions	Offerors – to Chief Procurement Officer (CPO)	May 7, 2026 @ 2PM
5. Response to Written Questions/ RFP Amendments		May 11, 2026
6. Submission of Bid Location: Finance & Purchasing-505 Sims Street, T or C, NM 87901	**Offerors**	June 24, 2026 @ 2PM
7. Proposal Evaluation	Evaluation Committee (EC)	Pending
8. Notification of Finalists	Chief Procurement Officer (CPO)	Pending
9. Best & Final Offer (If requested.)	Offerors	Pending
10. Interviews (If selected.)	-----	TBD
11. Contract Negotiations	Tentative Winner/City	Pending
12. Contract Award*	Chief Procurement Officer /BCC*	June 24, 2026
13. Protest Deadline – As defined NMSA Section 13-1-172	Offerors	Pending

1. PROJECT DESCRIPTION

Engineering Services for the design of a vacuum sewer system improvement as recommended in the design analysis report approved January 2025. Valve pit improvements of approximately 52 pits, valve replacements and inoperable valve replacements, seal replacement and controller replacements for the vacuum pits prone to waterlogging as assessed during the field inventory. The project may consist of replacement of two sewage pumps, replacement in-kind of piping, valves, fittings and associated appurtenances between the two vacuum pumps and the vacuum sewer tanks. Valve pits will have exterior structure improvements to reduce exterior water infiltration.

Coordination with Truth or Consequences and New Mexico Environment is needed to successfully complete the design phase of the project.

2. SCOPE OF WORK

The Offeror shall perform the following professional services:

2.1 Provide standard **Basic Design Services**, consisting of:

Architects/Landscape Architects

- ☐ Programming Phase
- ☐ Schematic Phase
- ☐ Design Development Phase
- ☐ Construction Documents Phase
- ☐ Bidding and Negotiations Phase
- ☐ Construction Administration Phase
- ☐ Post-Construction Phase

Engineers

- ☐ Study and Report Phase (PER)
- ☐ Preliminary Design Phase
- ☒ Final Design Phase
- ☒ Bidding and Negotiations Phase
- ☒ Construction Administration Phase
- ☒ Operational Phase

Surveyors

- ☐ Property Boundary Survey
- ☐ Topographic Survey
- ☐ Easement Survey
- ☐ Right-of-Way Survey
- ☐ Inspection Report

Planning Studies

- ☐ Comprehensive Plan
- ☐ Strategic (i.e. issue specific) Plan
- ☐ Mapping and/or Zoning
- ☐ Other Planning Tasks

Additional Services

- ☐ Environmental Documentation
- ☐ Permitting
- ☐ Grant Administration
- ☐ Right-of-Way Acquisition

2.2 ☐ **Periodic** or ☐ **Full-time** observation during construction.

2.3 Other (list):

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

1.1. **Addendum**: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.

1.2. **Consultant**: means the Successful Offeror awarded the Agreement/Contract.

1.3. **Determination**: means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).

1.4. **Offeror**: any person, corporation, or partnership legally licensed to provide professional design services in this state who chooses to submit a proposal in response to this Request for Proposals.

1.5. **Procurement Manager**: means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.

1.6. **Request for Proposals**: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).

1.7. **Responsible Offeror of Proposer**: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal(§ 13-1-83 NMSA 1978).

1.8. **Responsive Offer or Proposal**: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§ 13-1-85 NMSA 1978).

1.9. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal.

1.10. The terms can, may, should, preferably, or prefers identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1. COPIES OF REQUEST FOR PROPOSALS (RFP)

A. A complete set of the RFP may be obtained from the Contracting Agent.

B. A complete set of the RFP shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.

C. The Contracting Agency in making copies of RFP available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

2.2. INTERPRETATIONS

A. All questions about the meaning or intent of the RFP shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the RFP. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.

2.3. ADDENDA

A. Addenda will be emailed, mailed, faxed,or hand delivered to all who are known by the Contracting Agency to have received a complete copy of the RFP.

B. Copies of Addenda will be made available for inspection wherever RFPs are on file for that purpose.

C. No Addenda will be issued later than five days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals.

D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall

acknowledge their receipt in the Proposal Cover Letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1. NUMBER, FORM AND STYLE OF PROPOSALS

A. Offerors shall provide **6** copies of their proposal to the location specified on Page 2. Electronic PDF files may be submitted to the CPO email listed on Page 2. All submission must be timely.

B. All proposals must be typewritten on standard 8-1/2" x 11" paper and bound on the left-hand margin.

C. A maximum of **25** pages, not including front and back covers, cover letter, table of contents, Resident Business or Resident Veteran Business Certificates/Certification Form, and Campaign Contribution Disclosure Form.

D. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:

1) Cover Letter

2) Response to Evaluation Criteria included in this RFP.

3) Other supporting or resource material

E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.

F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request stating the entire proposal is confidential will not be acceptable. Only matters, which clearly are of a confidential nature, will be considered.

G. Any cost incurred by the Offeror in preparation, transmittal, and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3.2. SUBCONSULTANTS

A. The Offeror shall list and state the qualifications for each subconsultant the Offeror proposes to use for all subcontracted work.

B. The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including, but not limited, to suspension or debarment by the Contracting Agency.

3.3. PREQUALIFICATION PROCESS

A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (§ 13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

3.4. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5. SUBMITTAL OF PROPOSALS

A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.

B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the envelope: project title, project number, RFP number, date of opening, and time of opening. If the proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

C. Proposals received after the date and time for receipt of proposals will be returned unopened.

D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked

in/time stamped at the time received, which must be prior to the time specified.

E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.

F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6. CORRECTION OR WITHDRAWAL OF PROPOSALS

A. A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received.

B. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

3.7. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

A. In submitting this proposal, the Offeror represents that the Offeror has familiarized itself with the nature and extent of the RFP dealing with federal, state, and local requirements, which are a part of these RFP.

B. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the services of the project.

3.8. REJECTION OR CANCELLATION OF PROPOSALS

This RFP may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

4. CONSIDERATION OF PROPOSALS

4.1. RECEIPT, OPENING AND RECORDING

A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.

B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

4.2. PROPOSAL EVALUATION

A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. Price, including costs or fees, cannot be considered in the evaluation of proposals for professional services (architecture, engineering, surveying, and landscape architecture, §13-1-120 NMSA 1978). For the purpose of conducting discussions, proposals may initially be classified as:

1) Acceptable,

2) Potentially acceptable, that is, reasonably assured of being made acceptable, or

3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

B. The Contracting Agency shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).

C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-120 NMSA 1978).

D. Selection Process: (§ 13-1-120 NMSA 1978).

1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project, and their ability to provide the required services.

2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:

   a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or

   b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.

4.3. NEGOTIATIONS (§13-1-122 NMSA 1978)

A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

C. The designee shall then undertake negotiations with the third most qualified business.

D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new RFP is initiated.

E. The Contracting Agency shall publicly announce the business selected for award.

4.4. NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

5. POST-PROPOSAL INFORMATION

5.1. PROTESTS

A. Any Offeror who is aggrieved in connection with a solicitation or award of a Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).

B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 NMSA 1978).

C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).

D. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:

1) State the reasons for the action taken; and

2) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978.

E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

5.2. EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3. NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

5.4. OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978).

6. OTHER INSTRUCTIONS TO OFFERORS

Resident Business Preference or Resident Veteran Business Preference (required by House Bill 93, 2016):

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

6.1 Resident Business Preference
For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx.

An Offeror who qualifies as a Resident Business shall receive a 5% preference added to the total possible points of the selection process.

6.2 Resident Veteran Business Preference
For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx.

Offerors seeking a Resident Veteran Business Preference will be evaluated as follows:

A. Resident Veteran Businesses with annual gross revenues of up to $3M shall receive a 10% preference added to the total possible points of the selection process.

Preference points are added only once to the total possible points of the overall selection process.

Example: A selection process has total possible points of 1,000 points. Five proposals are received: one from a Resident Business, one from a Resident Veteran Business, and three non-resident businesses. The Resident Business would receive 50 points (5% of 1,000 possible points) and the Resident Veteran Business would receive 100 points (10% of 1,000 possible points) which would be added to the total of their evaluated scores, thereby making it possible for the highest possible total points to be 1,100.

An additional example of the scoring process is attached to this RFP.

Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.

6.3 Campaign Contribution Disclosure Form
The Offeror shall submit, with its proposal, the signed Campaign Contribution Disclosure Form with the name(s) of applicable public official(s) filled in on the form.

GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.

2. INDEPENDENT CONTRACTORS

The Consultant (design professionals) and the Consultant's agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and Consultant's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

3. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

5. FEES

A lump sum fixed fee for Basic Services will be negotiated with the Offeror selected.

Additional Services may also be negotiated with the Offeror selected.

6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

7. DESIGN PROFESSIONAL REGISTRATION

All work shall be under the direction of the applicable design professional legally licensed and registered by the State.

8. PROFESSIONAL LIABILITY INSURANCE

The Offeror ☒ **will** ☐ **will not** be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be 1,000,000.00.

Note to Owner Regarding Evaluation Criteria

The Request for Proposal must include each of the following Evaluation Criteria* as required by statute (§ 13-1-120.B NMSA 1978). Each proposal submitted must address the required Evaluation Criteria. Based on the complexity of the project, the Owner may add additional items to be evaluated. The Owner must assign a weight factor to each of the Evaluation Criteria to communicate to Offerors the relative importance of each.

EVALUATION CRITERIA:

1. **Specialized Design and Technical Competence***

   Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

2. **Capacity and Capability***

   Capacity and capability of the business, including any consultants, their representatives, qualifications, and locations, to perform the work, including any specialized services, within the time limitations.

3. **Past Record of Performance***

   Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.

4. **Familiarity with the Contracting Agency***

   Proximity to or familiarity with the area in which the project is located.

5. **Work to be Done in New Mexico***

   The amount of design work that will be produced by a New Mexico business within this state. ***Note: Not allowed for federally funded projects.***

6. **Current Volume of Work with the Contracting Agency Not 75% Complete***

   The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.

   Indicate the volume of work currently underway with the Contracting Agency that is less than seventy-five percent complete. An example of how points can be assigned is provided below:

Value of work not yet completed on projects that are not 75% Complete	(Example) Points to be allowed for this item
None	5
$1 to $ 25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,001 or more	0

7. **Other Contracting Agency Criteria**
   The Owner may add additional elements to be evaluated, such as Public Involvement Experience, and assign points according to their importance. ***Note: Price cannot be a factor (§ 13-1-120.B NMSA 1978).*** *Price of any type, i.e. fees, fee schedule, etc.,* ***cannot*** *be included with the proposal. This includes a separate sealed envelope, which also is not allowed.*

RFP EVALUATION CRITERIA

EVALUATION CRITERIA AND POINT VALUES

OFFERORS:
Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

RATING SHEET FOR: **Applicant** _____		
ITEM	**POSSIBLE POINTS**	**SCORE**
PLANNING & DESIGN SERVICES		
1. **Specialized Design and Technical Competence***	_____ (30)	
2. **Capacity and Capability***	_____ (25)	
3. **Past Record of Performance***	_____ (25)	
4. **Familiarity with the Contracting Agency ***	_____ (10)	
5. **Work to be Done in New Mexico*** *Note: Not allowed for federally funded projects. Assign Possible Points of 0 if federal funds are involved.*	_____ (5)	
6. **Current Volume of Work with the Contracting Agency Not 75% Complete***	_____ (5)	
7. **Other Contracting Agent Criteria** (if desired)	_____ (0)	
SUBTOTAL (total possible points for PLANNING & DESIGN SERVICES)	_____ (100)	

Items required by statute (§ 13-1-120.B NMSA 1978).

RATING SHEET (CONTINUED) FOR: Applicant _____			
	ITEM	**POSSIBLE POINTS**	**SCORE**
CONSTRUCTION OBSERVATION SERVICES			
1.	Construction observation experience.	_____ (5)	
2.	Experience with start up assistance to the Owner of new facilities, if applicable.	_____ (5)	
3.	Capacity and capability of the consultant to provide strategies to assist in meeting the Owner's construction timeframe.	_____ (5)	
4.	History of past performance, including the record of bid amount versus final close out contract amount.	_____ (5)	
5.	History of legal claims, if applicable, on similar construction projects and their resolution. The consultant should detail their claims avoidance approach and construction observation philosophy.	_____ (5)	
6.	Other	_____ (0)	
7.	Other	_____ (0)	
	SUBTOTAL (total possible points for CONSTRUCTION OBSERVATION SERVICES)	_____ (25)	
	TOTAL SCORE (total possible points for PLANNING & DESIGN SERVICES **and** CONSTRUCTION OBSERVATION SERVICES)	_____ (125)	

Interviews ☐ may be held ☐ will not be held for this project, insert Project Name.

INTERVIEW EVALUATION CRITERIA

INTERVIEW RATING SHEET FOR: Applicant _____			
	ITEM	**POSSIBLE POINTS**	**SCORE**
1.	Describe your project manager's and project team's experience specifically relevant to this project.	_____ (10)	
2.	What unique experience does your project team have that can be applied to the successful completion of this project?	_____ (15)	
3.	Describe the approach your project team will take to successfully complete this project.	_____ (20)	
4.	What are the project's critical issues, and how will your project team approach and address them?	_____ (15)	
5.	What challenges do you foresee for this project, and how will your project team address and overcome them?	_____ (15)	
6.	What innovative ideas or concepts will your project team apply to this project?	_____ (15)	
7.	Describe the strengths and weaknesses of your project team?	_____ (10)	
6.	Other	_____ (0)	
7.	Other	_____ (0)	
	TOTAL SCORE	_____ (100)	

The above are suggested EVALUATION CRITERIA and POSSIBLE POINTS for interviews.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:
Mayor Rolf Hechler, Mayor Pro-Tem Destiny Mitchell, Commissioner Amanda Forrister, Commissioner Ingo Hoeppner, Commissioner Chaz Glines.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

Veterans Preference Certification

_____(Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 ending December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

_____ _____

(signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

EXAMPLE OF SCORING

	Total Possible Points	**Consultant Firm A (Resident Veteran Business)**	**Consultant Firm B (Resident Business)**	**Consultant Firm C**
Score from **PLANNING & DESIGN SERVICES** Section	100	90	85	80
Score from **CONSTRUCTION OBSERVATION SERVICES** Section (N/A if Section not included)	25	20	25	20
Score from **INTERVIEW** Section (N/A if Section not included)	100	90	85	80
Subtotal Score		200	195	180
Total Possible Points (of all Sections included)	225			
Total Preference Points Applied, **if applicable** (total preference points for Resident Business is equal to 5% of the Total Possible Points **or** Resident Veteran Business is equal to 10% of the total possible points); **only one can apply**		22.5 Because Consultant Firm A is a Resident Veteran Business, 22.5 points (10% of the Total Possible Points of 225) are added to the firm's Subtotal	11.25 Because Consultant Firm B is a Resident Business, 11.25 points (5% of the Total Possible Points of 225) are added to the firm's Subtotal	0 Because Consultant Firm C is neither a Veteran Resident Business nor a Resident Business, 0 points are added to the firm's Subtotal
Total Score		222.5	206.25	180

Notes:

*Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes **federal funds**.*

*Either the Resident Business Preference **or** the Resident Veteran Business Preference is applied. Both cannot be applied to the score of an individual Consultant Firm.*

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: *H.3a*

SUBJECT: Change Order Increase: Wilson & Company: Engineering Services Water Improvements
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 11/17/2021, but additional funds are required, via Change Order.
- RFP #2021-20-011 Water System Performance Improvements 1

Fiscal Impact (Finance): **Yes**

- **$64,393.11**

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 11-18-26

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

November 12, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: (CHANGE ORDER) ENGINEERING SERVICES WATER IMPROVEMENTS PHASE 1

The Procurement Department along with the Community Development Department received commission approval on the meeting of November 17, 2021. The amount was for $1,166,698.33 from the Multiple Funds using USDA for the RFP# 20-21-011WSPI-1.

Now, with the change order, this will increase the amount by $64,393.11, once you approve the change order.

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

$64,393.11 (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: #75278-R5

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

COMMISSION MEETING 11/18/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	WILSON & COMPANY INC.	ENGINEERING SERVICES WATER IMPROVEMENTS PHASE 1	Carlos Miyagishima	Procurement	$64,393.11	RFP# 20-21-011
B.						
C.						
D.						
			TOTAL		$64,393.11	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Mayor Date

RE: WSPI-1 Change order needed

Reply | Reply All | Forward | ...

Thu 11/5/2026 1:18 PM

AT

Alvarez, Traci
To Miyagishima, Carlos
Cc Whitehead, Gary; Holguin, Jocelyn; Kapela, Silke

Follow up. Start by Thursday, November 5, 2026. Due by Thursday, November 5, 2026.

Change Order Eng Amendment PO 75278-R3.pdf
2 MB

Eng. Amendment USDA Concurrence.pdf
705 KB

Good afternoon, Carlos,
After receiving Silke's attached email about insufficient funds on PO 75278-R5 to pay Wilson & Company's invoice, I reviewed my files and found that the attached engineering amendment does not appear to have been applied to the PO.

The change order request was originally submitted to Mindee in June 2025 under PO 75278-R3. The amount is $59,831.00, plus $4,562.11 in GRT, for a total of $64,393.11. Gary previously reviewed and concurred with the amendment.

Because it was fiscal year-end and USDA concurrence was pending, the adjustment was to be applied to the rollover PO after the new fiscal year as noted in Mindee's email (attached).

Please accept this email as a request to apply the amendment to the current PO so we can process invoice 155680 for $31,450.15 next week.

USDA has already concurred with the funds for the outstanding invoice, and Bank of the Southwest has transferred those loan funds into our checking account, so the funds are available. This amendment remains within the original USDA funding award and does not require any additional funding.

Please let me know if you need anything further from me to complete the adjustment.

Thank you,
Traci

Traci Alvarez
Assistant City Manager

From: Yturralde, Isaac - RD, NM
To: Alvarez, Traci; Nasi, Mark; Ducon-Walk, Daniela
Cc: Munoz, Johanna
Subject: RE: [External Email]RE: T or C WSPI-1 - Engineering Amendment 4 - For Processing
Date: Tuesday, July 8, 2025 9:11:09 AM
Attachments: image001.png
image003.png
image004.png
image005.png
image006.png
image007.png
EXHIBIT K (Amnd 4).pdf
Funds Tracking-TorC [WSPI 1].xlsx

Greetings,

RD has concurred on Engineering Agreement Amendment #4. See attached for your records.

I have also included an updated copy of my funds tracking sheet reflecting this update for your information.

Thanks,

Isaac R. Yturralde
Community Programs Loan Specialist
Rural Development | Community Programs
New Mexico State Office

USDA U.S. DEPARTMENT OF AGRICULTURE
United States Department of Agriculture
100 Sun Ave. NE, Suite 130, Albuquerque, NM, 87109
p: (505) 761-4954 | Isaac.Yturralde@usda.gov

From: Alvarez, Traci <talvarez@torcnm.org>
Sent: Wednesday, June 25, 2025 11:57 AM
To: Nasi, Mark <mark.nasi@wilsonco.com>
Cc: Yturralde, Isaac - RD, NM <isaac.yturralde@usda.gov>; Munoz, Johanna <jmunoz@torcnm.org>
Subject: [External Email]RE: T or C WSPI-1 - Engineering Amendment 4 - For Processing

[External Email]
If this message comes from an **unexpected sender** or references a **vague/unexpected topic;**
Use caution before clicking links or opening attachments.
Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Good Afternoon,
Please see attached signed amendment. Once USDA concurrence is received, please provide a fully executed copy.
Thank you,
Traci

Traci Alvarez

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **October 4, 2021**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

The Effective Date of this Amendment is: January 13, 2025.

Background Data

Effective Date of Owner-Engineer Agreement: **October 4, 2021**

Owner: **City of Truth or Consequences**

Engineer: **Wilson & Company, Inc., Engineers and Architects**

Project: **Water System Performance Improvements 1**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

X Additional Services to be performed by Engineer

X Modifications to services of Engineer

____ Modifications to responsibilities of Owner

X Modifications of payment to Engineer

X Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

This amendment is for effort for the additional 7-months from the Amendment 3 of the engineering agreement for continued progress meetings and coordination with the City of T or C and USDA to get to the authorization to bid stage, which is anticipated mid-August 2025. This amendment also includes additional effort to coordinate with NMDOT to try to get the NMDOT approved, which includes 3-meeting and revision of the final construction drawings to meet NMDOT requirements. Additional efforts to make modifications to the final construction drawings and contract documents to reduce the work, due the fact that there is not enough funding to build the current full design. These engineering efforts were not included in the original agreement and it amendments. The cost of this amendment is $59,831.00 excluding NMGRT (detailed man-hour worksheet is attached).

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Agreement Summary:

Original agreement amount:	$ 1,081,528.00
Net change for prior amendments:	$ 189,182.40
This amendment amount:	$ 59,831.00
Adjusted Agreement amount:	$ 1,330,541.40

Change in time for services (days or date, as applicable): 210 days

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
City of Truth or Consequences

By: Traci Alvarez
Print name: Traci Alvarez
Title: Assistant City Manager
Date Signed: 6-25-2025

ENGINEER:
Wilson & company, Inc., Engineers and Architects

By: Brian P McBride
Print name: **Brian P McBride**
Title: **Vice President, Water-Wastewater**
Date Signed: 06/24/2025

FUNDING AGENCY CONCURRENCE:
USDA -Rural Development

By: KEVIN RYAN
Print name: KEVIN RYAN
Title: RYAN
Digitally signed by KEVIN RYAN
Date: 2025.07.08 08:43:00 -06'00'
Date Signed:

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Exhibit A
Man Hour Worksheet Revised

Project T or C WSPI-1
Project Number 20-600211-03

Owner: City of Truth or Consequences, NM
Engineer: Wilson & Company, Inc., Engineers & Architects

Submittal Date: 20-Jun-25

WBS	Job Description	Senior Project Mnager	Project Designer (Unlic.)	CAD Specilist	Labor Hours	Mileage Expense	Task Total:
	Grade	P6	P4	OD5			
		Hrs.	Hrs.	Hrs.		$	$
1							
	Design Phase (LS):						$ -
	Additional Progress Meetings (Total of 7)	7	21		28		$ 5,565.00
	Additional project coordination with USDA (7-months)	21	42		63		$ 13,041.00
	NMDOT coordination/Permit modifications	9	27	10	46		$ 8,525.00
	Contract package, drawing modification, and repackaging, including QA/QC	30	70	90	190		$ 32,700.00
							$ -
	Subtotal Hours (Excl. NMGRT)	67	160	100	327	0	$ 59,831.00
	Total Manhours	67	160	100	327	$0.00	
	Subtotal Tasks 1 (Excl. NMGRT):						$ 59,831.00
	NMGRT @ 7.625% :						$ 4,562.11
	Total Incl. NMGRT:						$ 64,393.11

From: Holguin, Mindee <mholguin@torcnm.org>
Sent: Thursday, June 26, 2025 10:48 AM
To: Alvarez, Traci <talvarez@torcnm.org>
Subject: RE: Change Order Request – PO75278-R3 Wilson & Co

Thanks Traci!

I will send it over with your rollover PO's with the updated balance.

Thank you,

Mindee Holguin

Mindee Holguin
Payroll Specialist
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
575.740.7597
mholguin@torcnm.org
www.torcnm.org

From: Alvarez, Traci <talvarez@torcnm.org>
Sent: Wednesday, June 25, 2025 4:53 PM
To: Holguin, Mindee <mholguin@torcnm.org>
Subject: Change Order Request – PO75278-R3 Wilson & Co.

Good Afternoon Mindee,
Attached is the change order request and supporting documents for Wilson & Co. PO 75278-R3 Wilson & Co. pertaining to the WSPI-1 Project. Gary has met with the engineer and concurs. As we discussed, since it is end of FY, this CO will be applied to the rollover PO (I don't expect USDA concurrence until after the new FY anyway!). Please let me know if you have any questions or need further documents.
Thank you for your assistance,
Traci

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
talvarez@torcnm.org

City of Truth or Consequences

Finance Department | 505 Sims Street
Truth or Consequences, New Mexico 87901
Phone (575) 894-6673 Fax (575) 894-0363

CHANGE ORDER FORM

DATE: 6/25/2025
PO#: 75278-R3
VENDOR: Wilson & Co.

PO LINE ITEMS & AMOUNT(S) BEING INCREASED/DECREASE:

INCREASE line 01 TOTAL: $ 59,831.00
INCREASE line Tax TOTAL: $ 4,562.11

PO TOTAL BEFORE INCREASE/DECREASE: $ 630,132.23

PO TOTAL AFTER INCREASE/DECREASE: $ 694,525.34

JUSTIFICATION FOR INCREASE/DECREASE:

PO INCREASE due to: Additional Coordination NMDOT, USDA, Staff and modifications to final construction drawings to fit within funding allowance

CHANGE ORDER SUBMITTED BY NAME & DIVISION:

Name of Submitter – Traci Alvarez
City of Truth or Consequences, Community Development

PURCHASING DEPARTMENT USE ONLY

Date Approved: Click here to enter a date.
Approved by: Click here to enter text.

CITY OF TRUTH OR CONSEQUENCES
505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 75278-R3 **Date:** 07/01/2024

Requisition #: 86451 **Vendor #:** 7982

ISSUED TO: WILSON & COMPANY INC ENGINEER & ARCHITECTS
PO BOX 75126
CHICAGO, IL 60675-5126

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		WA SYSTEM PERFORMANCE IMPROVEMENTS.PH/321-7017-80860			0.00	630,132.23
	USDA PER PHASE 1 WATER SYSTEM IMPROVEMENTS						
	RFP 20-21-011						
	PER CONTRACT						
	COMMISSION APPROVED 11-17-2021						

SUBTOTAL:	595,654.59
TOTAL TAX:	34,477.64
SHIPPING:	0.00
TOTAL	630,132.23

Chief Purchasing Office _____ **Date:** _____

Director of Finance: Requisition approved electronically.

City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax – ID# 01-405755-007

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **October 4, 2021**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

The Effective Date of this Amendment is: January 13, 2025.

Background Data

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Owner: **City of Truth or Consequences**

Engineer: **Wilson & Company, Inc., Engineers and Architects**

Project: **Water System Performance Improvements 1**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

X Additional Services to be performed by Engineer

X Modifications to services of Engineer

____ Modifications to responsibilities of Owner

X Modifications of payment to Engineer

X Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

This amendment is for effort for the additional 7-months from the Amendment 3 of the engineering agreement for continued progress meetings and coordination with the City of T or C and USDA to get to the authorization to bid stage, which is anticipated mid-August 2025. This amendment also includes additional effort to coordinate with NMDOT to try to get the NMDOT approved, which includes 3-meeting and revision of the final construction drawings to meet NMDOT requirements. Additional efforts to make modifications to the final construction drawings and contract documents to reduce the work, due the fact that there is not enough funding to build the current full design. These engineering efforts were not included in the original agreement and it amendments. The cost of this amendment is $59,831.00 excluding NMGRT (detailed man-hour worksheet is attached).

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Agreement Summary:

Original agreement amount:	$ 1,081,528.00
Net change for prior amendments:	$ 189,182.40
This amendment amount:	$ 59,831.00
Adjusted Agreement amount:	$ 1,330,541.40

Change in time for services (days or date, as applicable): 210 days

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
City of Truth or Consequences

By: Traci Alvarez
Print name: Traci Alvarez
Title: Assistant City Manager
Date Signed: 6-25-2025

ENGINEER:
Wilson & company, Inc., Engineers and Architects

By: Brian P McBride
Print name: **Brian P McBride**
Title: **Vice President, Water-Wastewater**
Date Signed: 06/24/2025

FUNDING AGENCY CONCURRENCE:
USDA -Rural Development

By:
Print name:
Title:
Date Signed:

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Exhibit A
Man Hour Worksheet Revised

Project T or C WSPI-1
Project Number 20-600211-03

Owner: City of Truth or Consequences, NM
Engineer: Wilson & Company, Inc., Engineers & Architects

Submittal Date: 20-Jun-25

WBS	Job Description	Senior Project Mnager	Project Designer (Unlic.)	CAD Specilist	Labor Hours	Mileage Expense	Task Total:
	Grade	P6	P4	OD5			
		Hrs.	Hrs.	Hrs.		$	$
1							
	Design Phase (LS):						$ -
	Additional Progress Meetings (Total of 7)	7	21		28		$ 5,565.00
	Additional project coordination with USDA (7-months)	21	42		63		$ 13,041.00
	NMDOT coordination/Permit modifications	9	27	10	46		$ 8,525.00
	Contract package, drawing modification, and repackaging, including QA/QC	30	70	90	190		$ 32,700.00
							$ -
	Subtotal Hours (excl. NMGRT):	67	160	100	327	0	$ 59,831.00
	Total Manhours	67	160	100	327	$0.00	
	Subtotal Tasks 1 (Excl. NMGRT):						$ 59,831.00
	NMGRT @ 7.625% :						$ 4,562.11
	Total incl. NMGRT:						$ 64,393.11

USDA - Rural Development
Engineering Amendment Attachment
(EJCDC E-500, Exhibit K - 2014 Edition)
Funding Analysis

Project # 20-600-211-03

Applicant/Borrower: City of Truth or Consequences

Engineer/Architect: Wilson & Company, Inc., Engineers & Architects

as of: June 20, 2025

Project Funding

Description				
USDA- RD LOAN	$4,811,000.00		-	$4,811,000.00
USDA- RD GRANT	$2,720,000.00		-	$2,720,000.00
			TOTAL PROJECT FUNDS	**$7,531,000.00**

Budgeted Items

Description	Excluding NMGRT	NMGRT%	NMGRT	Including NMGRT
Basic Design	$554,850.00	7.875%	43,694.44	$598,544.44
Predevelopment Work	$47,000.00	7.875%	3,701.25	$50,701.25
Construction Administration	$75,933.00	7.875%	5,979.72	$81,912.72
Engr Amendment #1	$8,717.00	7.875%	686.46	$9,403.46
Engr Amendment #3	$76,374.40	7.875%	6,014.48	$82,388.88
Engr Amendment #4	$59,831.00	7.625%	4,562.11	$64,393.11
SUBTOTAL	**$822,705.40**		**64,638.47**	**$887,343.87**
Resident Project Representative	$235,270.00	8.375%	19,703.86	$254,973.86
			-	
SUBTOTAL	**$235,270.00**		**19,703.86**	**$254,973.86**
Additional Services	$168,475.00	7.875%	13,267.41	$181,742.41
Engr Amendment #1	$29,466.00	7.875%	2,320.45	$31,786.45
Engr Amendment #2	$74,625.00	7.875%	5,876.72	$80,501.72
SUBTOTAL	**$272,566.00**		**13,267.41**	**$294,030.57**
USDA (interim Interest)	$440,746.00		-	$440,746.00
			-	$0.00
SUBTOTAL	**$440,746.00**		-	**$440,746.00**
Legal Fees - Local Attorney	$10,000.00	8.375%	837.50	$10,000.00
Legal Fees - Bond Counsel Services	$21,000.00	8.375%	1,758.75	$21,000.00
SUBTOTAL	**$31,000.00**		**$2,596.25**	**$31,000.00**
NON-CONSTRUCTION TOTAL	**$1,802,287.40**		**$100,205.99**	**$1,908,094.31**

Construction

Description	Excluding NMGRT	NMGRT%	NMGRT	Including NMGRT
Base Bid (Items 1- 48)	$4,336,100.00	8.375%	363,148.38	$4,699,248.38
Additive Alternate 1	$452,800.00	8.375%	37,922.00	$490,722.00
CONSTRUCTION SUBTOTAL	**$4,788,900.00**		**401,070.38**	**$5,189,970.38**
			BUDGET TOTALS	$7,098,064.68

Total Project Funding	$7,531,000.00
Budgeted Items	$7,098,064.68
Available Funding	$432,935.32

USDA - Rural Development Concurrence

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Amendment

By: _____

Typed Name: _____

Title: State Engineer

Date: _____

USDA - Rural Development
Engineering Amendment Attachment
(EJCDC E-500, Exhibit K - 2014 Edition)

Amendment No. 4

Applicant/Borrower: City of Truth or Consequences, Water System Perfomance Improver

Engineer/Architect: Wilson & company, Inc., Engineers and Architects

	Original Agreement Amount	Previous Increase/ Decrease	Increase/ Decrease this Amendment	Revised Amount
Predevelopment Work	$47,000.00			$47,000.00
Basic Design	$554,850.00	$85,091.40	$59,831.00	$699,772.40
Additional Services	$168,475.00	$104,091.00		$272,566.00
Construction Adminstration	$75,933.00			$75,933.00
Resident Inspection	$235,270.00			$235,270.00
				$0.00
Additional/Other Services (Specify):				
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Totals	$1,081,528.00	$189,182.40	$59,831.00	$1,330,541.40

USDA - Rural Development Concurrence

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Amendment.

By: _____

Typed Name: _____

Title: State Engineer

Date: _____

Updated: 3/2020

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: H.4a

SUBJECT: Approval of Purchase Requisitions over $60,000
DEPARTMENT: Procurement
DATE SUBMITTED: November 13, 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:

- RFP #2026-03-004 Engineering Services Vacuum Sanitary Improvements
- CWSRLF – 098 Loan and Grant

Fiscal Impact (Finance): **Yes**

- **$99,033.08**

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 11-18-26

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

November 13, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: ENGINEERING SERVICES VACUUM SANITARY IMPROVMENTS
The Procurement Department along with the Community Development Department received Clean Water State Resolving Loan Fund (CWSRF) Loan No. CWSRF CWSRF 098, which is funding in the amount of $99,033.08 (including NMGRT). This is for the RFP# 2026-03-004 Engineering Services Vacuum Sanitary Improvements project that went out for proposal.

Please, review the attached documents. I will defer to Assistant City Manager Traci Alvarez, for further clarifications, thank you.

$99,033.08
Fund: 380-7001 Engineering Services Vac Sewer System

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition: #97353

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

COMMISSION MEETING 11/18/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	BOHANNAN HUSTON INC	VACUUM STATION SEWER SYSTEM ENGINEERING SERVICES	Carlos Miyagishima	Procurement	$99,033.08	RFP# 2026-03-004 CWSRLF-098 LOAN/GRANT
B.						
C.						
D.						
			TOTAL		$99,033.08	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Mayor Date

REQUISITION

Requisition #: 97353

Date: 11/02/2026

Vendor #: 8243

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

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	ENGINEERING SERVICES VAC SEWER SYSTEM		0.00	380-7001-48598	99,033.08

PO Description: VAC SEWER SYSTEM ENGINEERING SERVICES

Detailed Description:

ON HOLD
NEED COMMISSION APPROVAL NOTICE OF AWARD FOR RFP

RFP 2026-03-004
ENGINEERING SERVICES VACUUM SANITARY IMPROVMENTS
CWSRLF-098 LOAN/GRANT

SUBTOTAL:	99,033.08
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	99,033.08

Authorized By: _____

LETTER NOTICE OF AWARD

Date of Issuance:	July 3, 2026		
Owner:	City of Truth or Consequences	Owner's Project No.:	2026-03-004
Engineer:	Bohannan Huston	Engineer's Project No.:	Pending
Project:	Engineering Services for Vacuum Sanitary Improvements		
Contract Name:	Engineering Services for Vacuum Sanitary Improvements		
Bidder:	Bohannan Huston		
Bidder's Address:	425 S. Telshor Blvd., Suite C-103, Las Cruces, NM 88011		

You are notified that Owner has accepted your Bid dated Thursday, June 23, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

BASE BID: Engineering Services for the design of a vacuum sewer system improvement as recommended in the design analysis report approved January 2025. Valve pit improvements of approximately 52 pits, valve replacements and inoperable valve replacements, seal replacement and controller replacements for the vacuum pits prone to waterlogging as assessed during the field inventory. The project may consist of replacement of two sewage pumps, replacement in-kind of piping, valves, fittings and associated appurtenances between the two vacuum pumps and the vacuum sewer tanks. Valve pits will have exterior structure improvements to reduce exterior water infiltration.

Coordination with Truth or Consequences and New Mexico Environment is needed to successfully complete the design phase of the project.

The Contract Price of the awarded Contract is **$91,380.00**, excluding New Mexico Gross Receipts Tax (NMGRT). The applicable NMGRT is **$7,653.08**, resulting in a total contract amount of **$99,033.08**, inclusive of tax. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[5]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Truth or Consequences

By *(signature)*:

Name *(printed)*: Carlos Miyagishima

Title: Chief Procurement Officer

Copy: Engineer

INTERIM LOAN AGREEMENT
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF) –also known as-
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM

Loan Number: CWSRF CWSRF 098

Name of Borrower: City of Truth or Consequences

Funding Packet: $473,000.00 Loan: $373,000.00; Grant: $100,000.00; Interest Rate: 1.2%

This Interim Loan Agreement (Agreement) is made and entered into this 22 day of January, 2020 by and between the New Mexico Environment Department (NMED) of the State of New Mexico and the City of Truth or Consequences (Borrower). Borrower has enacted Ordinance No. 708 approved on November 13, 2019 (Ordinance) which authorizes execution of this Agreement, authorizes the Borrower to accept loan and grant funds (Funds) from NMED, and irrevocably pledges the Wastewater System Revenues (Pledged Funds) for the repayment of the loan.

Listed below are agency contacts.

Borrower's Name and Address:	**NMED:**
City of Truth or Consequences 505 Sims Street Truth or Consequences, NM 87901	New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, NM 87502-5469 NMENV-cpbinfo@state.nm.us
Borrower's Contact Information: Morris Madrid, City Manager 575-894-6673 ext. 321 mmadrid@torcnm.org Renee Cantin, City Clerk 575-894-6673 ext. 304 rcantin@torcnm.org Traci Burnette, Grants/Projects Coordinator Zoning Official 575-894-6673 ext. 353 tburnette@torcnm.org	**NMED Contact Information:** Steven Deal, Project Engineer 575-915-1108 Steven.Deal@state.nm.us Erika Martinez, Program Administrator 505-827-2811 Erika.Martinez@state.nm.us Rhonda Holderman, Financial Manager 505-827-0416 Rhonda.Holderman@state.nm.us

Incorporated as part of this Agreement as though fully set forth in this Agreement is the following:

Borrower's Loan Ordinance
Interim Promissory Note
Loan Amortization Schedule
Project Description Form

I. Project Description:

a. The current approved Project Description on file with NMED.

b. The Borrower agrees that it will implement, in all respects, the project outlined in the attached Project Description, and made a part of this Agreement.

c. The Borrower agrees to make no change in the Project Description without first submitting a written request to NMED and obtaining NMED's written approval of the required change, and if necessary an amended loan agreement.

II. Loan Amount:

a. NMED agrees to loan the Borrower to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: Three Hundred Seventy-Three Thousand Dollars and Zero Cents ($373,000.00) (Loan Amount) at the interest rate of 1.2% annually upon the terms and conditions set forth in this Agreement and the Interim Promissory Note.

b. Provided the Borrower complies with the Conditions and the Loan Subsidy Grant Requirements below, the loan and grant subsidy amount will be available for a period of three (3) years from the date of this Agreement.

III. Loan Subsidy Grant Award Amount:

a. NMED has received a federal grant award from the Environmental Protection Agency (EPA). Subject to the terms and conditions set forth in this Agreement, NMED agrees to award the Borrower a grant funded from NMED's federal grant award to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: One Hundred Thousand Dollars and Zero Cents ($100,000.00) ("Grant Subsidy"). By executing this Loan Agreement and accepting Grant Subsidy funds, the Borrower is a subrecipient of the federal grant award and subject to the EPA Subrecipient Conditions enumerated in Section VI.

b. Loan Subsidy will be applied when 35% amount of total funding package has been expended. Loan subsidy will be fully expended; remaining disbursement will be paid as loan.

IV. Project Conditions:

The Borrower agrees to the following Construction Conditions:

PROJECT COMPLETION means the date the operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

A. The Borrower shall achieve Project Completion by the end of the loan agreement term.

If the Borrower is unable to complete the project by the loan termination date, the Borrower must notify NMED at least 30 days prior to the loan termination date, otherwise, NMED may terminate this Agreement or may withhold Funds. If NMED terminates this Agreement, the Borrower shall refund any Funds disbursed to the Borrower by NMED within ninety (90) days of termination.

B. The Borrower shall require the Contractor of the Project to post a performance and payment bond approved by NMED in the amount of the bid.

C. Bid tabulation and supporting documents (Contract Documents) shall be prepared and furnished to NMED within fifteen (15) days of bid opening. The Borrower shall not proceed with construction of the Project until NMED has approved the Contract Documents.

D. Any change order to the Project construction contract which results in a change to the Project's contract amount, scope of work, or schedule must be approved by NMED.

E. The Project shall have a full-time on-site inspector approved by NMED.

F. Subsequent to the date of this Agreement, but prior to NMED's approval of the Contract Documents, for any phase, the Borrower's attorney shall provide an opinion satisfactory to NMED that the Borrower is an incorporated entity and has valid legal title to the rights-of-way and easements or a valid long term lease required to complete the phase of the Project to which the Contract Documents relate.

G. Borrower agrees to implement environmental recommendations that will be supplied by NMED prior to final Plan approval.

H. The Borrower must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. The Borrower must certify in writing

that this has been done prior to award of the construction contract. A site certificate addressing the property upon or through which the facility is being constructed and prepared by the Borrower's attorney is required.

I. The Borrower agrees to obtain a single audit annually from an Independent Professional Auditor.

J. Upon execution of this Agreement, the Borrower shall follow the procedures listed below unless waived in writing by NMED. Disbursement by NMED may be withheld if any of these procedures are not followed by the Borrower.

1. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit documentation regarding the hiring process to be used and the (RFP), to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must comply with the New Mexico Procurement Code. NMSA 1978, Sections 13-1-21 et seq and chapter 11 of title 40, United States Code. Engineering Services must be chosen based on a qualification-based request for proposal process regardless of the anticipated cost. A minimum of three proposers must be interviewed as part of the selection process. The Borrower is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 881-1257, fax (505) 830-1670, and e-mail ptab@acecnm.org.)

2. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Borrower's staff will perform the engineering and/or other professional services, to NMED for review and approval prior to executing the agreement/contract or using Borrower's staff. The preferred engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at http://www.nmenv.state.nm.us/cpb/Tools.htm.

3. If these Funds are to be used for engineering design or for construction, the Borrower shall submit all plans, specifications, and any addenda for this project to NMED for review and approval before the project is advertised for construction bids. Plans, specifications, and addenda shall be prepared by a registered New Mexico Professional Engineer.

4. Following NMED approval of the proposed award, the Borrower shall submit to NMED for review the notice of the award and the minutes of meeting in which award was made, the notice of a pre-construction

conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor will be required to post a performance and payment bond in accordance with requirements of NMSA 1978, Section 13-4-18.

5. The selected contractor will be required to submit a construction schedule to the Borrower at the pre-construction conference.

6. The Borrower will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. NMED's written decision approving or disapproving the modification shall be rendered promptly to the Borrower. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

7. The Borrower shall provide a full-time construction inspector during construction of the project. The Borrower shall submit the inspector's résumé and inspection reports to NMED for review and approval.

8. NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans.

9. NMED may require proof of deposit and/or proof of payments to contractors and consultants, including the disbursement of funds other than those provided by the Agreement.

10. The Borrower (or the system owner) shall employ properly certified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, NMSA 1978, Sections 61-33-1 et seq.

11. With the exception of easements (See Section V.H), when real property is acquired by the Borrower, either through purchase or donation as a part of this project and within the project period, the Borrower will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Borrower will make available to NMED all documents of title pertaining to the acquired property and all

easements or rights-of-way necessary for the completion of work under this agreement.

12. If the Funds are to be used for construction of wastewater collection lines or water distribution lines, the existing population served by the project shall be connected to the collection system or distribution system within a reasonable time after project completion. This will be accomplished by adoption and annual review of an Ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

13. Notwithstanding the other provisions of this Agreement the Borrower shall comply with the Prompt Payment Act, NMSA 1978, Sections 57-28-1 et seq. The Project will not be considered complete until the work as defined in this Agreement has been fully performed, and finally and unconditionally accepted by the Borrower and NMED.

14. If the Funds are to be used for construction, final disbursement will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

    (a) Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;

    (b) A final reimbursement request including the final certified construction pay request prepared by the Borrower's project engineer and approved by the Borrower;

    (c) A certificate of substantial completion including punch list items;

    (d) A letter certifying project acceptance by the Borrower and the Borrower's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Borrower, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Borrower and contractors will be submitted to NMED for final review and approval;

    (e) Certification letter by the Borrower that the Labor Standards Contract Provisions have been met;

(f) Record drawings prepared by the Borrower's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;

(g) Complete and legally effective releases or waivers (satisfactory to the Borrower) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Borrower, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Borrower or its property might in any way be responsible, have been paid or otherwise satisfied;

(h) A written consent of the surety, if any, to final payment; and

(i) Borrower's ledger sheets including all payments made by the Borrower may be requested with the final disbursement request and before the final disbursement request can be processed by NMED.

(j) Verification to NMED of FSP and written certification that a FSP is in place.

15. If these Funds are to be used for purchase of equipment, final payment will be made after approval by NMED of appraisal reports and equipment title for used equipment.

16. The Borrower must ensure that each procurement contract contain the following term and condition: The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of the contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under epA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.

17. Under the Federal Water Pollution Control Act (FWPCA) section 602(b)(13), the CWSRF program requires that all assistance recipients certify that they have conducted the studies and evaluations described in 602(b)(13 (A) and (B) herein referred to collectively as a cost and

effectiveness analysis. The statute requires that a cost and effectiveness analysis involve, at a minimum:

- the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and
- the selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account—
    - the cost of constructing the project or activity;
    - the cost of operating and maintaining the project or activity over the life of the project or activity; and
    - the cost of replacing the project or activity.

V. Federal Grant Award Requirements:

The Borrower is a sub-recipient of the federal grant award to NMED by the Environmental Protection Agency (EPA) and subject to the following EPA Sub-recipient Conditions **(Note: For non-point source projects Section B. (Davis-Bacon), Section C. (American Iron and Steel), Section F. (Fiscal Sustainability Plan) do not apply):**

A. EPA Sub-recipient Conditions

a. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA SUB-RECIPIENTS: The sub-recipient organization of this EPA assistance must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536. Additionally, in accordance with these regulations, the sub-recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

1. The consequences for violating this condition are detailed under Title 2 CFR Part 1536. Sub-recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=24&SID=ffaf692d3840e0c2b316d709b71e8ad2&h=L&mc=true&n=pt2.1.1536&r=PART&ty=HTML

b. LOBBYING AND LITIGATION: The chief executive officer of this sub-recipient agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sub-recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal

grant funds for litigation against the United States or for lobbying or other political activities.

c. RESTRICTIONS ON LOBBYING: The sub-recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. In accordance with the Byrd Anti-Lobbying Amendment, any sub-recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty as required by law. For more information go to: http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=758997113c7b106b52d3711d27c9119d&n=45y1.0.1.1.50&r=PART&ty=HTML.

d. MANAGEMENT FEES: Management Fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

e. SINGLE AUDITS: The sub-recipient hereby agrees to obtain an annual single audit from an independent auditor with submission of the audit to the State Auditor's office for review in accordance with State Auditor rules.

f. SUSPENSION AND DEBARMENT: Sub-recipient shall fully comply with 2 CFR Part 180 Subpart C as implemented and supplemented by 2 CFR Part 1532. Sub-recipient is responsible for ensuring that any lower tier covered transaction as described in 2 CFR Part 180 Subpart B, includes a term or condition requiring compliance with Subpart C. Sub-recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-recipient acknowledges that failing to disclose the information as required at 2 CFR Part 180.335 may result in the delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

    1. Sub-recipient may access suspension and debarment information at http://www.sam.gov. This system allows recipients to perform searches determing whether an entity or individual is excluded from receiving Federal assistance. . This term and condition supersedes EPA Form 5700-49.

g. TRAFFICKING VICTIM PROTECTION ACT OF 2000: To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

i. NMED or EPA may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined (by the agency official authorized to terminate the award) to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) is imputed as per 2 CFR part 180, as implemented by EPA at 2 CFR part 1532. NMED or EPA shall be informed immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.

ii. NMED's or EPA's right to terminate unilaterally that is described in paragraph (a) of this award term: (1) implements the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to NMED or EPA under this award.

iii. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

a. Prohibition Statement - You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

h. PAYMENT TO CONSULTANTS: EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by sub-recipients or by a sub-recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient and sub-recipient will pay these in accordance with their normal travel reimbursement practices).

1. Sub-agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide

the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

i. UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE):

i. GENERAL COMPLIANCE, 40 CFR, Part 33: The sub-recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement actitvities under assistance agreements, contained in 40 CFR, Part 33.

The sub-recipient agrees to report funds used for construction, equipment, services and supplies when the cumulative total in any one fiscal year exceeds $250,000. When reporting is required, total procurement actions are reportable, not just the portion that exceeds $250,000.

ii. SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C: Pursuant to 40 CFR, Section 33.301. The sub-recipient agrees to make the six good faith efforts found at http://www.epa.gov/resources-small-businesses/disadvantaged-business-enterprise-resources-and-training whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, consultants, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

iii. DBE (MBE/WBE) REPORTING, 40 CFR, Part 33, Subpart E: The sub-recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" on an annual basis. Annual reports are due by October 30th of each year beginning with the Federal fiscal year reporting period the sub-recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.

a. EPA Form 5700-52A may be at. http://www.epa.gov/sites/production/files/documents/5700-52a_updated.pdf

iv. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302: The sub-recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

v. BIDDERS LIST, 40 CFR, Section 33.501(b) and (c): The sub-recipient shall create and maintain a bidders list. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

j. REPORTING REQUIREMENTS: The Clean Water State Revolving Loan Fund is partially funded by capitalization grants under Federal Assistance Program CFDA No. 66.458. The Borrower must maintain a current registration in the System for Award Management (SAM) (**http://www.sam.gov**) at all times during which the Borrower has an award funded with federal grant funds. A Dun and Bradstreet Universal Numbering System ("DUNS") Number (**http://fedgov.dnb.com/webform**) is one of the requirements for registration in the SAM.

k. INSPECTOR GENERAL REVIEWS: In addition to the access to records provisions of 2 CFR 215.53 or 40 CFR 31.42, sub-recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the sub-recipient, any of its procurement contractors and subcontractors, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the sub-recipient, subcontractor, or agency regarding such transactions.

1. The sub-recipient is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.

2. Sub-recipient should be aware that the findings of any review, along with any audits, conducted by an inspector general of a Federal department or executive Agency and concerning funds awarded under the federal grant award shall be posted on the inspector general's website, except that information that is protected from disclosure under Sections 552 and 552a of title 5, United States Code may be redacted from the posted version.

l. CIVIL RIGHTS COMPLIANCE. Sub-recipients of Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

1. Other civil rights laws may impose additional requirements on sub-recipients. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, religion, sex,

sexual orientation, gender identity, or national origin discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

2. For questions about civil rights obligations, please call the EPA's Office of Civil Rights at 202-564-7272 or contact . http://www.epa.gov/ocr/forms/contact-us-about-civil-rights

B. Davis-Bacon Act Wage Rate Requirements

a. Davis-Bacon prevailing wage requirements apply to any project for treatment works that are funded by a CWSRF. The Davis-Bacon Act Requirements extend not only to assistance agreements funded with capitalization grants, but to all CWSRF-funded projects involving the construction of treatment works regardless of the source of the funding (e.g., prior years' appropriations, state match, bond proceeds, interest earnings, principal repayments, etc.). Any project that is considered a "treatment work" as defined in the Federal Water Pollution Control Act (FWPCA) section 212, now incorporated in FWPCA Section 502(26), must comply with the FWPCA 513, regardless of which eligibility it is funded under. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance from the CWSRF shall insert in full in any contract in excess of $2,000 the contract clauses entitled "Wage Rate Requirements." Wage rate requirements are available in the CWSRF Supplemental Contract Conditions at https://www.env.nm.gov/cpb/CWSRFPage.htm

C. American Iron and Steel Requirements

a. Section 608 of the Federal Water Pollution Control Act (FWPCA) includes a provision for the use of American Iron and Steel (AIS) that requires CWSRF assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of treatment works.

i. The term iron and steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.

ii. The term treatment works includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 201 of this act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and acquisition of the land that will be an integral part of the treatment process (including land use for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction.

b. The Borrower shall comply with all applicable provisions of Section 608 of the FWPCA and related SRF Policy Guidelines found at http://water.epa.gov/grants_funding/aisrequirement.cfm, unless:

   i. the Borrower has requested and obtained a waiver from EPA pertaining to the Project; or

   ii. NMED has otherwise advised the Borrower in writing that the AIS Requirement is not applicable to the Project.

c. The Borrower shall comply with all AIS record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or NMED such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that:

   i. each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities; and

   ii. failure to comply with the Clean Water Act and this Agreement may be a default hereunder and/or result in other remedial actions.

D. The Borrower agrees to post signage regarding the involvement of the EPA and the CWSRF as a funding source. In areas where English is not the primary language the Borrower is encouraged to produce signage in the appropriate non-English language(s), excluding the EPA and NMED logos. Signage may be in the form of traditional signage, posters or wall signs in public locations, newspaper or periodical advertisements, online signage via the community or organization's website, or press releases. The Borrower must inform the NMED as to the type of signage and signage and provide documentation of such action.

E. The Borrower agrees that architectural and engineering (A/E) contracts for projects comply with the elements of the procurement processes for A/E services as identified in 40 U.S.C. 1101 *et seq.* The Borrower is required to procure an engineer through a Request for Proposal (RFP) process that includes interviewing the top three firms.

F. Financial Sustainability Plan (Asset Management Plan): The State of New Mexico requires borrowers to certify a Fiscal Sustainability Plan (FSP) is in place for the elements constructed with CWSRF funding prior to the final loan disbursement for the project. All FSP's must encompass:
   a. an inventory of critical assets that are constructed as part of the project;
   b. an evaluation of the condition and performance of inventoried assets or asset groupings;
   c. a certification that the recipient has evaluated and has or will be implementing water and energy conservation efforts as part of the plan;
   d. and a plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities.

More information can be found at: https://www.env.nm.gov/construction-programs/.

VI. Funding

A. Project interest accrues during construction at 1.2% annually from the date of each disbursement from NMED to the Borrower up to the date the final disbursement request is approved by NMED. The interest accrued during construction shall be payable as follows:

   1. Project Interest shall be due and payable in one lump sum within two weeks of receiving notice of final loan amount from the NMED, or

   2. Project Interest shall be added to the loan amount disbursed and shall become part of the principal due during the term of the Final Promissory Note.

B. FINANCE COSTS

Finance costs will be determined upon the issuance of the Final Loan Agreement and will be based on the final amount loaned, accrued project interest and agreed upon repayment terms.

C. REPAYMENT TERMS

Repayment terms will be determined upon issuance of the Final Loan Agreement. Any loan term greater than 20 years, up to a maximum of 30 years, must be substantiated by the Borrower.

D. ACTUAL LOAN AMOUNT DISBURSED

If the loan amount disbursed is less than the amount in Section III. Loan Amount, then the Final Loan Agreement and the Final Promissory Note shall reflect actual loan disbursements. If the Borrower does not pay the Project Interest within two weeks of receiving notice of final loan amount from the NMED, then the accrued Project Interest shall be incorporated into the principal amount in the Final Promissory Note.

E. SECURITY – JOINT UTILITY REVENUES PLEDGED FUNDS

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as:

Wastewater System Revenues

Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

F. DEFAULT AND LATE CHARGES

Failure by the Borrower to pay the annual payments as set forth in the Final Loan Agreement and Final Promissory Note shall constitute an event of default. Late charges may be assessed at the discretion of NMED. See VIII. COVENANTS, Sections H and I for default procedures.

G. DEMAND FEATURE

This Agreement has a demand feature in the event of default and the total principal and interest due shall be paid on demand. See VIII. COVENANTS Sections H and I for default procedures.

VII. General Conditions

A. This Agreement is made pursuant to and in accordance with the provisions of the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC.

B. Pursuant to the Ordinance of the Borrower, the Borrower is authorized to enter into this Agreement and the Final Loan Agreement and to execute and deliver an Interim Promissory Note and Final Promissory Note. The terms of the Ordinance

and Interim Promissory Note are incorporated as part of this Agreement as though fully set forth in this Agreement.

C. For purposes of this Agreement, NMED's inspection, review and approval of the Project are only for the purposes of determining compliance with applicable State regulations. NMED approval shall not be interpreted as any warranty or guarantee. Approval of the plans and design of the Project means only that plans are complete. NMED will bring to the Borrower's attention any obvious defects in the Project's design, materials or workmanship, but all such defects and their correction shall be the responsibility of the Borrower and its contractors. Any questions raised by NMED shall be resolved exclusively by the Borrower and its contractors, who shall remain responsible for the completion and success of the Project.

D. The Borrower warrants, represents and agrees that it, and its contractors, subcontractors, employees and representatives will comply with all applicable State and Federal laws and regulations, and the requirements set forth in this Agreement or any amendment to the Agreement.

E. If the Borrower seeks additional funding from any other entity for the Project, the Borrower agrees that the Borrower is solely responsible for satisfying any requirements arising as a result of funding from that other entity.

F. The Borrower warrants that the internal financial statements provided to NMED by the Borrower for approval of the loan do not contain false material statements, representations, certifications, or omissions of material fact.

G. The Borrower shall submit all future audited financial reports to the State Auditor as required by the State Auditor's Rules.

H. The proceeds of the loan as set forth in Section III. Loan Amount above shall be used for the Project and for no other purpose. Unallowable uses of the proceeds of the loan include but are not limited to: paying administrative expenses (including applications for funding), costs of Borrower employees, late fees, interest, or penalties. Those costs shall be paid by the Borrower.

I. The parties agree that allowable costs will be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement. The Borrower must justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the Borrower provides sufficient justification. NMED may not disburse any loan funds if the Borrower fails to adhere to the schedule described in Section IV. above.

J. For any phase of the Project which requires National Environmental Policy Act (NEPA) review, NMED shall not disburse any funds for that phase until a NEPA review is completed.

K. The Borrower agrees to abide by all required Equal Employment Opportunity laws, both State and Federal.

L. The Borrower agrees that it will take affirmative action to ensure that the Project is constructed in compliance with Federal and State occupational health and safety laws and that inspectors authorized by NMED's Occupational Health and Safety Bureau will be given free access to the Project sites.

M. The Borrower agrees to make all fiscal records related to the Project available to NMED, the United States Environmental Protection Agency, the United States General Accounting Office (GAO), and the State Auditor for inspection and audit.

N. The obligations of the Borrower under the Agreement are the special limited obligations of the Borrower as set forth in the Agreement and the Note. The Agreement and the Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall the Agreement and Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment due on the Agreement or Note.

O. The Borrower agrees to operate and maintain the Project so that the Project will function properly over the structural and material design life of the Project.

P. The loan will not be used by the Borrower on any project constructed in fulfillment, in whole or in part, of requirements made of a subdivider by the provisions of the Land Subdivision Act, NMSA 1978, § 47-5-1 to 47-5-8 NMSA 1978.

Q. The Borrower understands and agrees that the Project is subject to Federal and State regulations and acceptance of any disbursement pursuant to the Agreement constitutes an agreement by the Borrower that the amounts have been properly accounted for and expended in accordance with applicable Federal and State regulations.

R. The Borrower agrees to maintain separate Project accounts in accordance with Generally Accepted Accounting Principals (GAAP) as issued by the Governmental Accounting Standards Board (GASB) including standards relating to the reporting

of infrastructure assets. If requested by NMED, the Borrower shall conduct an audit of the financial records pertaining to the Project.

VIII. Covenants

A. Disbursements (payment of loan funds) to the Borrower made pursuant to the Agreement will be available on and after the date of the execution of the Agreement and Note if the Borrower is in compliance with the Conditions and Covenants of the Agreement. Disbursements will be made only for actual costs incurred by the Borrower to plan, design, construct or acquire the Project, or any phase thereof. Borrower shall request disbursements on forms acceptable to NMED on at least a quarterly basis and such requests shall be prepared by and certified by the Borrower. All disbursements to the Borrower will be made in accordance with applicable Federal and State regulations. Eligible planning, design and associated pre-building costs that are within the scope of the project and were incurred prior to signing the Agreement are payable under the Agreement and shall be submitted for reimbursement immediately upon execution of the Agreement. Interim disbursements will be made as the work progresses. Interim disbursement requests shall be submitted by the Borrower within ninety (90) days after the liability of the Borrower was incurred as evidenced by the date of the invoice for which disbursement is being requested.

B. The Borrower shall not sell, lease or transfer any property related to the Project except as permitted by the Ordinance, as amended and supplemented.

C. The Borrower shall not obligate the Pledged Funds for this Agreement, as defined in Subsection E of Section VI. DISCLOSURE STATEMENT, except as set forth in the Ordinance as adopted at the time of execution of the Agreement.

D. The Borrower hereby irrevocably agrees that the Borrower has fixed and collected, or will fix and collect, adequate rates, fees and other charges for the use of the System (as defined in the Ordinance) which will be sufficient to satisfy the Agreement and the Note.

E. If the pledged funds as defined in Subsection E of Section VI. DISCLOSURE STATEMENT, shall prove insufficient to produce the Repayments set forth herein and in the Interim and Final Promissory Note, the Borrower agrees to adjust and increase such rates, fees, and charges in the manner authorized by law to provide funds sufficient to produce the repayment of the loan set forth herein and in the Interim and Final Promissory Note.

F. The Borrower shall not provide any free services of the Water and Wastewater System. The Borrower shall, to the full extent permitted by law, collect payment

for water and wastewater services provided. The Borrower shall notify NMED should delinquent users impact their ability to service this agreement as defined.

G. The Borrower shall maintain property, liability and fidelity insurance coverage on the Project as required by NMED and provide written proof of such insurance coverage to NMED.

H. The following shall constitute an event of default under the Agreement:

1. The failure by the Borrower to pay the annual payment on the repayment of the loan set forth in the Agreement and Interim and Final Promissory Notes when due and payable either at maturity or otherwise; or

2. Default by the Borrower in any of its covenants or conditions set forth under the Agreement (other than a default set forth in the previous clause of this section) for 60 days after NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

I. Upon occurrence of an event of default:

1. The entire unpaid amount of the Agreement and Interim and Final Promissory Note may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under the Agreement and Interim and Final Promissory Note from the Pledged Funds, either immediately or in the manner required by NMED in its declaration.

2. If the event of default is under clause 1 of Subsection H of Section VIII. COVENANTS, NMED is authorized to set water and wastewater user rates in the area of the Borrower's jurisdiction in order to provide sufficient money for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System. Funds sufficient to provide for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System shall be identified through a rate-setting analysis that will ensure enough revenue to cover yearly expenses and emergencies, a reserve fund for non-major capital items and equitable pay for staff. The rate-setting analysis may be reviewed and changed on a yearly basis if necessary.

3. If default by the Borrower is of covenants or conditions required under the Agreement, the Borrower may be required to refund the amount of the loan disbursed to the Borrower from NMED.

4. NMED shall have no further obligation to make disbursements to the Borrower under the Agreement and may pursue any other appropriate remedies.

J. NMED retains the right to seek enforcement of the terms of the Agreement. If the parties cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved in the district court of Santa Fe County. The parties agree that the district court for Santa Fe County shall have exclusive jurisdiction over the parties and the subject matter of this Agreement and waive the right to challenge such jurisdiction.

K. This Agreement, the Ordinance and the Note incorporate all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement, the Ordinance and the Note. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement, the Ordinance and the Note.

L. This Agreement shall be binding upon and inure to the benefit of the Borrower, NMED and their respective successors. The rights and obligations under the Agreement and Interim and Final Promissory Note may not be assigned by the Borrower.

M. No change shall be made to the Agreement or the Interim and Final Promissory Note except in writing signed by NMED and the Borrower.

The parties have executed this Agreement on the dates set forth by their respective names.

Issued and administered by:

By executing this Agreement, the undersigned represents that he/she is duly authorized to act on behalf of the Borrower.

BY: _____ Print Name: Morris Madrid
Signature of duly authorized Borrower Official
(City of Truth or Consequences)

TITLE: City Manager DATE: 12/17/19

Attest: (Seal)

_____
Signature of Witness

Acting City Clerk DATE: 12/17/19
Title

Approved as to form: (optional)

_____ DATE: _____
Borrower's Attorney

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____ Print Name: Jennifer J. Pruett
Signature of duly authorized Loan Official

TITLE: Deputy Secretary DATE: 1/22/2020

Amortization (Payment Schedule)

Entity	**City of Truth or Consequences**
Loan Number	**CWSRF 098**
Amount	**$473,000.00**
Rate	**1.200%**
Term in Years	**20**

#	Amount of Payment	Paid On Interest	Paid On Principal	Loan Balance
				$473,000.00
1	$26,742.36	$5,676.00	$21,066.36	$451,933.64
2	$26,742.36	$5,423.20	$21,319.16	$430,614.48
3	$26,742.36	$5,167.37	$21,574.99	$409,039.49
4	$26,742.36	$4,908.47	$21,833.89	$387,205.60
5	$26,742.36	$4,646.47	$22,095.89	$365,109.71
6	$26,742.36	$4,381.32	$22,361.04	$342,748.67
7	$26,742.36	$4,112.98	$22,629.38	$320,119.29
8	$26,742.36	$3,841.43	$22,900.93	$297,218.36
9	$26,742.36	$3,566.62	$23,175.74	$274,042.62
10	$26,742.36	$3,288.51	$23,453.85	$250,588.77
11	$26,742.36	$3,007.07	$23,735.29	$226,853.48
12	$26,742.36	$2,722.24	$24,020.12	$202,833.36
13	$26,742.36	$2,434.00	$24,308.36	$178,525.00
14	$26,742.36	$2,142.30	$24,600.06	$153,924.94
15	$26,742.36	$1,847.10	$24,895.26	$129,029.68
16	$26,742.36	$1,548.36	$25,194.00	$103,835.68
17	$26,742.36	$1,246.03	$25,496.33	$78,339.35
18	$26,742.36	$940.07	$25,802.29	$52,537.06
19	$26,742.36	$630.44	$26,111.92	$26,425.14
20	$26,742.36	$317.22	$26,425.14	$0.00
	$534,847.20	$61,847.20	$473,000.00	

Amendment No: _____

Date: _____

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF)

PROJECT DESCRIPTION

NAME OF BORROWER: CITY OF TRUTH OR CONSEQUENCES

PROJECT NUMBER: CWSRF 098

FUNDING AMOUNT: Loan: $373,000.00, Subsidy: $ 100,000.00; Total: $473,000.00

The BORROWER agrees to accomplish the project as described below:

Rehabilitation of Vacuum Sanitary Sewer System.

Rehabilitate all the valve pit packages, adjust isolated vacuum pits to improve sanitary sewer service connections, replace a single failed horizontal sewage pump, replace station controls, upgrade Light-emitting diodes (LED) lighting for energy savings, and upgrade the Vacuum Station building to comply with current UBC code.

- Preliminary Engineering Report
- Location Survey
- Environment Planning & Permitting
- A/E Design for Vacuum Station Building
- Letting/Bidding
- Construction Management
- Construction

_____
Signatory Authority

Steven M. Deal Digitally signed by Steven M. Deal Date: 2019.11.24 16:23:37 -07'00'

NMED Project Manager Approval **Date**

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM

INTERIM LOAN AGREEMENT AMENDMENT No. 2

Borrower Name: **City of Truth or Consequences**

Loan No.: **CWSRF 098**

The purpose of this Amendment No. 2 is to extend the Interim Loan Agreement (Agreement) to **November 4, 2024.** Continuation of the Agreement will allow for the completion of Project No. CWSRF 098.

This Amendment No. 2 to the Agreement is made and entered into by the New Mexico Environment Department (NMED) and the City of Truth or Consequences (Borrower) (collectively the Parties). This Amendment becomes effective when executed by NMED.

The Borrower has enacted Ordinance Number 708 approved on November 13, 2019, which authorizes execution of the Agreement and all Amendments (collectively Agreement); authorizes the Borrower to accept loan funds from NMED; and irrevocably pledges the Watewater System Revenues for the repayment of the Agreement and Note.

Loan Terms:

NMED and the Borrower entered into an Interim Loan Agreement on January 22, 2020 and Amendment No. 1 on July 5, 2022. It has become necessary to make changes to the Agreement which expires on January 22, 2023.

All conditions of the Agreement not identified in this Amendment No. 2 remain the same.

The Parties mutually agree to the following Agreement changes:

SECTION II. LOAN AMOUNT:

Provided the Borrower complies with the Construction Conditions and the Loan and the Subsidy Grant Requirements, the funding amount will be available until **November 4, 2024.**

THE PARTIES AGREE that this Amendment No. 2 becomes effective upon execution by NMED Secretary.

By executing this Amendment No. 2, the undersigned represents authorization to act on behalf of the Borrower.

BY: _____
Signature of duly authorized Borrower Official
City of Truth or Consequences

CITY MANAGER
Title

01/11/23
Date

Issued and Administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: John Rhoderick Digitally signed by John Rhoderick Date: 2023.01.13 14:01:14 -07'00'
John Rhoderick, Water Protection Division Director
Signed pursuant to May 24, 2021, Secretary of Environment Delegation Order

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Angie Gonzales
City Manager

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

October 24, 2024

Statement Letter of Signature Authority
CWSRF 098

To Whom It May Concern:

This letter is to state that I, Angie Gonzales, am the City Manager of the City of Truth or Consequences and have signing authority. In the event of my absence, Traci Alvarez, Assistant City Manager, has signing authority.

Sincerely,

Angie Gonzales
City Manager

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM

INTERIM LOAN AGREEMENT AMENDMENT No. 3

Borrower Name: City of Truth or Consequences

Loan No. CWSRF 098

The purpose of this Amendment No. 3 is to extend the Interim Loan Agreement (Agreement) to **November 4, 2025.** Continuation of the Agreement will allow for the completion of Project No. CWSRF 098.

This Amendment No. 3 to the Agreement is made and entered into by the New Mexico Environment Department (NMED) and the City of Truth or Consequences (Borrower) (collectively the Parties). This Amendment becomes effective when executed by NMED.

The Borrower has enacted Ordinance Number 708 approved on November 13, 2019, which authorized execution of the Agreement and all Amendments (collectively Agreement); authorized the Borrower to accept loan funds from NMED; and irrevocably pledged the Watewater System Revenues for the repayment of the Agreement and Note.

Loan Terms:

NMED and the Borrower entered into an Interim Loan Agreement on January 22, 2020, and Amendment Numbers 1 and 2 on July 5, 2022, and January 13, 2023, respectively. It has become necessary to make changes to the Agreement which expires on November 4, 2024.

All conditions of the Agreement not identified in this Amendment No. 3 remain the same.

The Parties mutually agree to the following Agreement changes:

SECTION III. LOAN AMOUNT:

Provided the Borrower complies with the Construction Conditions and the Loan Requirements, the funding amount will be available until **November 4, 2025.**

THE PARTIES AGREE that this Amendment No. 3 becomes effective upon execution by NMED Secretary.

By executing this Amendment No. 3, the undersigned represents authorization to act on behalf of the Borrower.

BY: _____
Signature of duly authorized Borrower Official
City of Truth or Consequences

Angie Gonzales
Print Name

City Manager
Title

October 24, 2024
Date

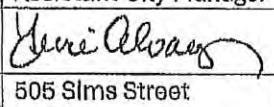
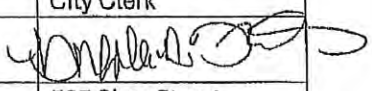
Issued and Administered by:

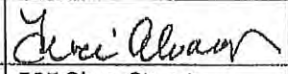
New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

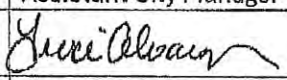
BY: _____
Kelsey Rader, Acting Bureau Chief, Contrustion Programs Bureau
Signed pursuant to February 19, 2024, Secretary of Environment Delegation Order

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

Name of Borrower: CITY OF TRUTH OR CONSEQUENCES Project Number: CWSRF 098

Loan Agreement and Promissory Notes Only			
Name	Traci Alvarez	Name	Angela Torres
Title	Assistant City Manager	Title	City Clerk
Signature		Signature	
Address	505 Sims Street Truth or Consequences, NM 87901	Address	505 Sims Street Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	attores@torcnm.org
Phone	(575)952-0565	Phone	(575) 894-6673 ext. 304

All Other Documents			
Name	Traci Alvarez		
Title	Assistant City Manager		
Signature			
Address	505 Sims Street Truth or Consequences, NM 87901		
Email	talvarez@torcnm.org		
Phone	(575) 952-0565		

Disbursements Only			
Name	Traci Alvarez	Name	Jocelyn Holguin
Title	Assistant City Manager	Title	Finance Director
Signature		Signature	
Address	505 Sims Street Truth or Consequences, NM 87901	Address	505 Sims Street Truth or Consequences, NM 87901
Email	talvarez@torcnm.org	Email	jhoguin@torcnm.org
Phone	(575) 952-0565	Phone	(575) 740-7323

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM

INTERIM LOAN AGREEMENT
AMENDMENT No. 4

Borrower Name: **City of Truth or Consequences**

Loan No.: **CWSRF 098**

The purpose of this Amendment is to extend the Interim Loan Agreement (Agreement) to **November 4, 2027.** Continuation of the Agreement will allow for the completion of Project No. CWSRF 098.

This Amendment to the Agreement is made and entered into by the New Mexico Environment Department (NMED) and the City of Truth or Consequences (Borrower) (collectively the Parties). This Amendment becomes effective when executed by NMED.

The Borrower has enacted Ordinance Number 708 approved on November 13, 2019, which authorized execution of the Agreement and all Amendments (collectively Agreement); authorized the Borrower to accept loan funds from NMED; and irrevocably pledged the Watewater System Revenues for the repayment of the Agreement and Note.

Loan Terms:

NMED and the Borrower entered into an Interim Loan Agreement on January 22, 2020, and Amendment Numbers 1, 2, and 3 on July 5, 2022, January 13, 2023, and November 4, 2025, respectively. It has become necessary to make changes to the Agreement which expires on November 4, 2025.

All conditions of the Agreement not identified in this Amendment remain the same.

The Parties mutually agree to the following Agreement changes:

SECTION III. LOAN AMOUNT:

Provided the Borrower complies with the Construction Conditions and the Loan Requirements, the funding amount will be available until **November 4, 2027.**

THE PARTIES AGREE that this Amendment becomes effective upon execution by NMED Secretary.

By executing this Amendment, the undersigned represents authorization to act on behalf of the Borrower.

BY: _____
Signature of duly authorized Borrower Official
City of Truth or Consequences

Traci Alvarez
Print Name

Assistant City Manager
Title

9/26/2025
Date

Issued and Administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____ Digitally signed by Dennis Romero Signature
Date: 2025.09.30 08:44:39 -06'00'

Dennis Romero, P.E., Bureau Chief, Construction Programs Bureau
Signed pursuant to June 23, 2025, Secretary of Environment Delegation Order

Bohannan Huston
great people supporting great communities

425 South Telshor Boulevard
Suite C-103
Las Cruces, NM 88011
575.532.8670
bhinc.com

October 30, 2026

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

RE: City of TorC Vacuum Sanitary System
RFP 2026-03-004 – Engineering Services for Vacuum Sanitary Improvements

Dear Mr. Miyagishima:

Bohannan Huston, Inc., (BHI) is pleased to provide the attached NMED Agreement for Engineering Services for improvements and replacement of deteriorated components associated with the City of Truth or Consequences' (City) Vacuum Sewer Collection System for review and consideration. The scope of work was developed based on the recommended improvements identified in the Design Analysis Report prepared by Wilson & Co. in January 2025 and from discussions with the City Staff to determine project goals and expectations. Please let us know if you would like to meet and discuss any element of this scope in detail or if there are any additional items you would like us to take into consideration as part of the project scope.

If acceptable, please return the executed task order and purchase order which will be considered the effective notice to proceed. If you have any questions, please contact me directly at 575-532-8670. Thank you for the opportunity and we look forward to working with you on these critical tasks for the City.

Sincerely,

J. Alfredo Holguin, PE
Senior Project Manager

Enclosures

AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)

THIS Agreement, made this 11 day of November 2026 (effective date) by and between City of Truth or Consequences hereinafter referred to as the OWNER, and Bohannan Huston, Inc. hereinafter referred to as the ENGINEER. This contract expires on November 11,2029.

The OWNER intends to construct a Project consisting of Improvements to the Vacuum Sanitary System.

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

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

☒ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This 11 day of November, 2026
Contract Time shall be 272 calendar days from Authorization to proceed date. This phase expires on August 10, 2027.

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

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

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

☐ _____

SECTION A – GENERAL PROVISIONS

1. General

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

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

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

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

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

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

2. Approvals

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

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

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

3. Responsibilities of the ENGINEER

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

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

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

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

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

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

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

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

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

4. Responsibilities of the OWNER

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

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

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

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

5. Changes

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

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

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

6. Termination of Contract

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

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

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

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

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

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

7. Payment

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

in the Attachments.

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

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

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

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

8. Time

(a) PROGRESS AND COMPLETION

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

schedule regardless of the reason.

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

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

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

9. Project Design

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

10. Audits and Access to Records

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

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

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

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

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

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

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

11. Subcontracts

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

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

12. Insurance

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

13. Environmental Condition of Site

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

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

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

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

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

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

14. Mutual Waiver

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

15. Independent Contractor

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

16. Equal Employment Opportunity

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

17. Gratuities

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

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

18. Covenant Against Contingent Fees

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

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

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

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

20. Remedies

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

21. Assurance Against Debarment

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

SECTION B –ENGINEERING SERVICES

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

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

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

3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.

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

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

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

☐ None

1. Contract times as defined in Attachments II, III, IV are based upon assumed agency review times of 30-calendar days, with a 30-calendar day second review for approval. Contract times may be stopped or extended to accommodate additional agency review time as needed.

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

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

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

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

1. PRIVITY OF CONTRACT

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

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

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

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

3. TERMINATION

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

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

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

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

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

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed

to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

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

5. AUDIT; ACCESS TO RECORDS

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

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

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

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

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

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

1. To the extent the records pertain directly to contract performance;

2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

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

6. COVENANT AGAINST CONTINGENT FEES

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

7. GRATUITIES

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

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

8. FINAL PAYMENT

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

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance

agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.
The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

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

By: _____ Date: 11/02/2026
OWNER
Type Name Gary Whitehead
Title City Manager

By: _____ Date: 10/28/2026
ENGINEER
Type Name Matthew R. Thompson
Title Senior Vice President
Address 2730 Northrise Dr.
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name _____
Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than $1,000,000 for injury to any one person and $1,000,000 on account of any one accident and in the amount of not less than $1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than $2,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 11 day of November, 2026 (effective date) by and between the City of Truth or Consequences, the OWNER, and Bohannan Huston, Inc., the ENGINEER, the OWNER and ENGINEER agree this 11 day of November, 2026 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:
This Scope of Services for the City of Truth or Consequences is for work associated with Improvements to the Vacuum Sanitary System project. This Scope of Services defines the work, deliverables, and related fees for each project work task. Tasks of the individual phases are described in detail below.

Throughout this document the terminology "OWNER" refers to the City of Truth or Consequences, and "ENGINEER" refers to BHI.

A. PROJECT SCOPE DESCRIPTION

The Project Scope includes engineering design phase services for Vacuum System improvements at both the station and throughout the collection system. The existing vacuum system was constructed over 30 years ago, with minimal upgrades or improvements completed previously. Improvements involving the main vacuum station rehabilitation include replacing end-of-life components on the vacuum skid unit such as vacuum pumps, wastewater transfer pumps, vacuum manifold piping, isolation and check valves, system control panels, integration with site PLC, and odor control improvements. Collection system improvements include grade adjustments to the valve pits covers as well as the replacement of valve rubber boot connections on approximately 51 valve pits and the installation of one EAAC unit on the collection line to alleviate waterlogging issues.

The project's engineering services are broken down specific work tasks identified below in the work task outline including only engineering design services, construction phase services will be amended into the contract when required:

ENGINEERING SERVICES:
Task 1 – Project Communications and Management
Task 2 – Facility Record Background Creation
Task 3 – 60% Preliminary Design
Task 4 – Final Draft and Final Stamped Design Plan

B. ENGINEERING SERVICES

Task 1: Project Communications and Management

Objective: Provide effective communications, coordination, meetings, and project management for the Project through the design phase to project final commissioning.

Approach: ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain additional Project information, to obtain OWNER input, and to develop critical success factors for design and implementation of the Project. As part of this meeting, OWNER goals and constraints will be identified to assist the ENGINEER in screening and evaluation of preliminary design alternatives in order to upgrade the facilities while continuing to maintain operation. Subsequent design phase meetings with OWNER staff and operations team members will be conducted, as required, to complete the Project deliverables.

The ENGINEER and OWNER will have regular conference calls and email communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER will provide a monthly progress report attached to monthly invoicing that summarizes the work completed since the last report, work to be completed during the next period, budget status, issues and concerns, and schedule status. The ENGINEER shall attend one (1) meeting per month to update OWNER staff on the current status of specific design activities and get input needed to maintain the design phase schedule.

Other Project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. An initial kick-off meeting will be held at the OWNER's or BHI's offices with OWNER staff, ENGINEER's project manager and project engineer, and other stakeholders that may be identified by the OWNER.

Deliverables:

1. Kick-off meeting agenda and meeting minutes
2. Monthly progress reports – delivered via e-mail
3. Regular conference meeting minutes
4. Monthly invoices for ENGINEER's services

Task 2: Facility Record Background Creation

Objective: Develop AutoCAD backgrounds to produce scaled engineering drawings. In order to proceed with the design phase, information related to the site, equipment layout,

and as-built conditions will need to be acquired and integrated into the design as basis for the rehabilitation of the vacuum station skid unit within the existing station building.

Approach: ENGINEER will also conduct all necessary field investigations to confirm current conditions by verifying on site facility conditions, taking field measurements to document actual facility dimensions. All equipment ratings and models will be documented for creation of a design basis.

Assumptions:

1. ENGINEER will conduct an onsite field data acquisition task at the Vacuum Station to capture all process elements. Field data will provide feature data adequate for creation of a CAD background for all engineering disciplines for the expected design area.
2. ENGINEER's AutoCAD standard conventions will be followed during preparation of drawings. The design drawings will be prepared using AutoCAD and other integrated software programs.
3. Full-size drawings will measure 24-inch by 36-inch with half-size as 11-inch by 17-inch. Except for the Final Drawings, other drawings prepared for the OWNER's review will be made on half-size drawings.

Deliverables:

1. Base AutoCAD drawing files of the project area suitable to be incorporated into the design drawings.

Task 3: 60% Engineering Design

Objective: ENGINEER will prepare 60% complete construction drawings in plan format to be displayed on 24" x 36" layout drawings for OWNER review. The intent of this phase is to incorporate OWNER review comments prior to initiation of final details.

Approach: To accomplish these objectives the following work task work elements will be performed:

1. Provide detailed construction drawings of the Vacuum Station Skid Unit components with plan and profile drawings, identifying all improvements necessary.
2. Coordination with AirVac for confirmation of proprietary component design criteria and retrofit requirements for incorporation into existing skid unit.
3. Perform a constructability review of the proposed Project elements. Identify all Project elements requiring specialized construction methods and review alternatives.
4. Prepare a preliminary opinion of probable construction costs for the proposed improvements.

All design elements will comply with any applicable OWNER Utility Standards or Details. ENGINEER will consult with OWNER staff and all other affected departments during the design phase in coordination meetings to identify special project needs as the design develops. ENGINEER will complete the design drawings to approximately 60% and

submit to OWNER staff for review and comments. ENGINEER will incorporate OWNER 60% review comments and begin preparation of Final Draft review set.

A preliminary opinion of construction cost and overall funding analysis will be provided with the 60% preliminary draft drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Assumptions:
1. All improvements are anticipated to be within the existing Vacuum Station building and City of TorC property/right-of-way, with no private property acquisition or access easements needed.

Deliverables:
1. One (1) paper copy and digital PDF of 60% construction drawings and cost estimate.

Task 4: Final Draft and Final Stamped Design Plans

Objective: The intent of this task is to incorporate final OWNER review comments prior to finalizing and stamping the construction document set. All remaining associated construction details related to the project will be shown. Final construction phasing and staging details (if applicable) of the installation will be provided, as required to define all remaining work elements.

Approach: ENGINEER will prepare Final Draft construction drawings in plan format to be displayed on 24" x 36" layout drawings for OWNER review. Final draft technical specifications for the construction of the project work will also be provided for review with this submittal. ENGINEER will provide all construction contract related documents in EJCDC form or Owner basis of contract documents. ENGINEER will compile all contract documents, technical specifications and plans into a construction document set for use in project bidding. ENGINEER will complete the design drawings to approximately Final Draft and submit to OWNER staff and the funding technical oversight agency for review and comments.

ENGINEER will incorporate Final Draft review comments and provide a stamped plan set suitable for obtaining bids from licensed contractors within a public bidding process.

A final opinion of construction cost and overall funding analysis will be provided for final draft construction drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

Assumptions:

1. The ENGINEER's standard technical specifications, in CSI format will be used as a basis for Divisions 1 through 48. The Project specifications will be customized to clearly describe the scope of work, material requirements, execution requirements, submittal requirements, testing procedures, measurement, and payment necessary for the bidding and construction of the project.

Deliverables:

1. One (1) paper copy and digital PDFs of Final Draft construction drawings, technical specifications, and cost estimate.

2. One (1) paper copy of final stamped contract documents, technical specifications, drawings, and cost estimate. One (1) USB drive with ACAD, Word, and Adobe PDF project files suitable for reproduction or website incorporation for document distribution.

The time period for the performance of BHI's services is approximately 9 months from the receipt of notice to proceed per the attached Exhibit A - Project Schedule. The anticipated schedule includes typical agency review timeframes and is contingent on the timely receipt of critical information from the original vacuum system manufacturer.

B. Cost Proposal -- include hourly breakdown for each task

Compensation for services of ENGINEER will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax. A manhour breakdown has been attached for reference as Exhibit B.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

Task 1 - Project Communications and Management (LS)	$6,500
Task 2 - Facility Record Background Creation (LS)	$21,880
Task 3 - 60% Preliminary Design (LS)	$37,003
Task 4 - Final Draft and Final Stamped Design Plan (LS)	$25,997
TOTAL PROJECT FEE (Exclusive of NMGRT)	$91,380

C. Reimbursable Expense Schedule

N/A

D. Contract Time shall be 272 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by August 10, 2027 (DATE). If design phase services have not been completed and accepted by September 10, 2027 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

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

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed $91,380.00, excluding gross receipt tax.

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

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

4. Signatures

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

By: _____ Date: 11/02/2026
OWNER
Type Name Gary Whitehead
Title City Manager

By: _____ Date: 10/28/2026
ENGINEER
Type Name Matthew R. Thompson
Title Senior Vice President
Address 2730 Northrise Dr.
Las Cruces, NM 88011

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____

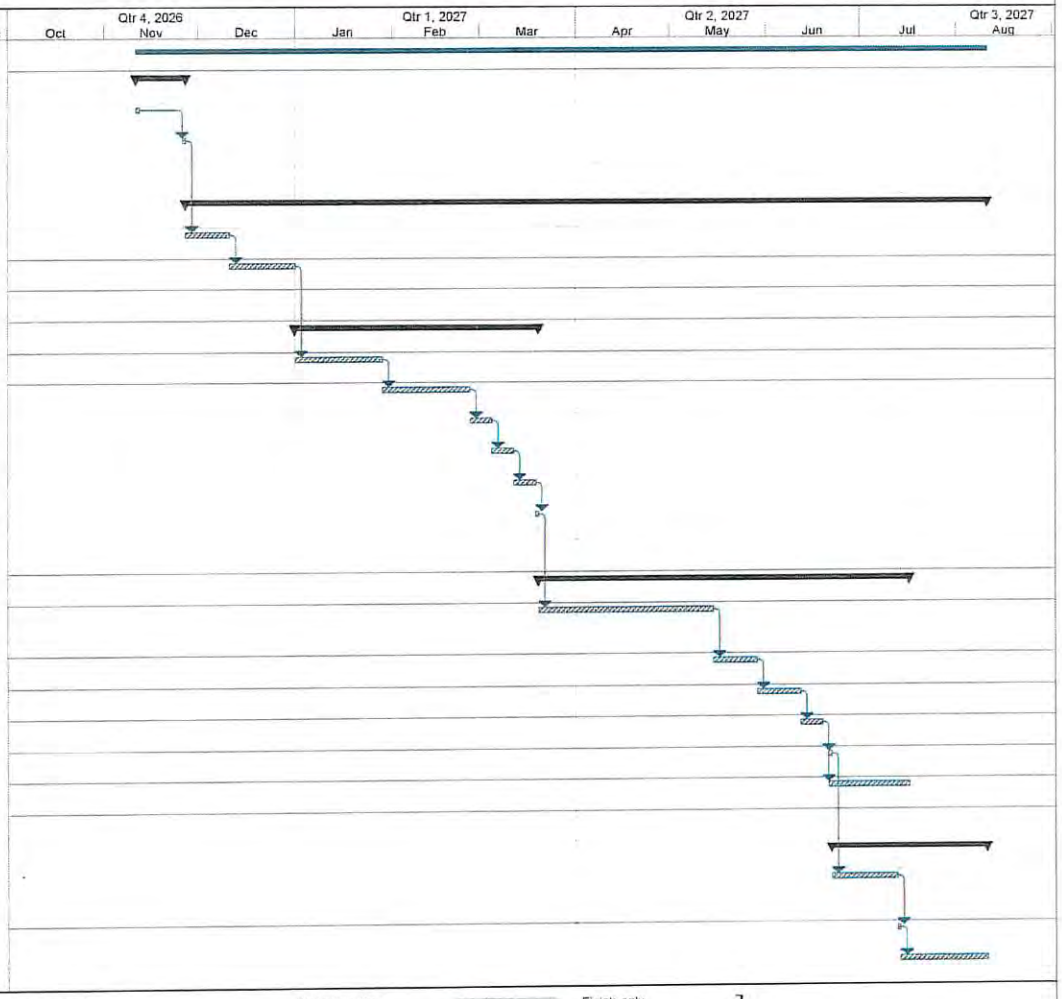
By _____

Type Name _____

Date _____

EXHIBIT A - PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	% Complete
1	**Overall Project Management**					0%
2	**CONTRACTING PHASE**	**16 days**	**Wed 11/11/26**	**Thu 11/26/26**		0%
3	Contract Award Notice	1 day	Wed 11/11/26	Wed 11/11/26		0%
4	Project Kickoff Meeting	1 day	Thu 11/26/26	Thu 11/26/26	3FS+14 days	0%
5						
6	**DESIGN PHASE**	**257 days**	**Fri 11/27/26**	**Tue 8/10/27**		0%
7	Field Confirmation & Data Collection	14 days	Fri 11/27/26	Thu 12/10/26	4	0%
8	Facility Record Background Creation	21 days	Fri 12/11/26	Thu 12/31/26	7	0%
9						
10	**60% Design**	**78 days**	**Fri 1/1/27**	**Fri 3/19/27**		0%
11	AirVac Coordination	28 days	Fri 1/1/27	Thu 1/28/27	8	0%
12	Prepare 60% Design Plans, Cost Estimate	28 days	Fri 1/29/27	Thu 2/25/27	11	0%
13	Internal QAQC	7 days	Fri 2/26/27	Thu 3/4/27	12	0%
14	Address QAQC Comments	7 days	Fri 3/5/27	Thu 3/11/27	13	0%
15	60% Client Review Period	7 days	Fri 3/12/27	Thu 3/18/27	14	0%
16	60% Design Review Mtg	1 day	Fri 3/19/27	Fri 3/19/27	15	0%
17						
18	**95% Design**	**119 days**	**Sat 3/20/27**	**Fri 7/16/27**		0%
19	Prepare 95% Design Plans, Specifications, Cost Estimate	56 days	Sat 3/20/27	Fri 5/14/27	16	0%
20	Internal QAQC	14 days	Sat 5/15/27	Fri 5/28/27	19	0%
21	Address QAQC Comments	14 days	Sat 5/29/27	Fri 6/11/27	20	0%
22	95% Client Review Period	7 days	Sat 6/12/27	Fri 6/18/27	21	0%
23	95% Design Review Mtg	1 day	Mon 6/21/27	Mon 6/21/27	22FS+2 days	0%
24	Submit to NMED for Review & Comments	26 days	Mon 6/21/27	Fri 7/16/27	22FS+2 days	0%
25						
26	**Final Stamped Design**	**50 days**	**Tue 6/22/27**	**Tue 8/10/27**		0%
27	Address All Comments & Prepare Stamped Design Plans, Specifications, Cost Estimate	21 days	Tue 6/22/27	Mon 7/12/27	23	0%
28	Submit revised Package to NMED for Approval	1 day	Tue 7/13/27	Tue 7/13/27	27	0%
29	Receive Approval to Bid	28 days	Wed 7/14/27	Tue 8/10/27	28	0%



City of TorC
Vacuum System Improvements

Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline

Man-Hour Breakdown- Exhibit B

Name of Project:	TorC Vac Sewer Improvements	**Date:**	9/21/2026
Client:	City of TorC	**Prepared by:**	JAH
Principal-in-Charge/ PM / PA:	Matt Thompson / Alfredo Holguin / Diana Gomez	**Reviewed by:**	MRT

Task / Activity	Engineer 7	Engineer 5	Engineer 2	Technical Manager 3	Designer 6	Senior GIS Technician	Administative Professional 2	Expenses (Vehicle Mileage)	Task Sub-Totals	
									Per-Hrs	Cost
Hourly Rate:	$ 273	$ 213	$ 143	$ 168	$ 193	$ 158	$ 83			
Project Communication & Management										$ 6,500
Project Setup in BST		3					4		7	$ 971
Project Management & Invoicing		15							15	$ 3,195
Kick-Off & Client Communication		6	6					$ 198	12	$ 2,334
Facility Record Background Creation										$ 21,880
Field Data Collection and Confirmation		8	16					$ 206	24	$ 4,198
Facility Record Background Creation		8	44			60		$ 206	112	$ 17,682
60% Preliminary Engineering Design										$ 37,003
Coordination with AirVac		10	24	4	2				40	$ 6,620
Preliminary Design Development		13	100	4	24				141	$ 22,373
Cost Estimate Draft		4	8	1	2				15	$ 2,550
Internal QAQC	2	8	12	2	6				30	$ 5,460
Final Draft and Final Stamped Engineering Design										$ 25,997
Address Comments Received from City		2	4	1	2				9	$ 1,552
Final Design Development		6	48	2	16				72	$ 11,566
Contract Docs and Tech Specs		2	6	1	2		4		15	$ 2,129
Finalize Cost Estimate		1	4	2	2				9	$ 1,507
Internal QAQC	2	8	12	2	2				26	$ 4,688
Address Client & Agency Comments		4	8	2	2			$ 117	16	$ 2,835
Finalize Design Package		2	4	2	2				10	$ 1,720
TOTAL HOURS:	4	100	296	23	62	60	8	**$ 727**	**553**	**$ 91,380**
TOTAL FEES:	$ 1,092	$ 21,300	$ 42,328	$ 3,864	$ 11,966	$ 9,480	$ 623			

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 18, 2026

Agenda Item #: H.46

SUBJECT: Approval of Purchase Requisitions over $60,000
DEPARTMENT: Procurement
DATE SUBMITTED: November 13, 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:

- RFP #2026-09-013 Critical Waterline Replacement Project
- WPF-6323 Water TrustBoard Grant and Loan Agreement

Fiscal Impact (Finance): **Yes**

- **$7,513,638.75**

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 11-18-26

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

November 13, 2026

To City Mayor, Pro-Tern and Commissioners.

RE: CRITICAL WATERLINE REPLACEMENT PROJECT

The Procurement Department along with the Community Development is using FY23 HUD funds that also serve as a cash match for the NMFA Water Trust Board construction funding. this is funding in the amount of $7,513,638.75 (including NMGRT). This is for the RFP# 2026-09-013 Critical Waterline Replacements project that went out for proposal.

Please, review the attached documents. I will defer to Assistant City Manager Traci Alvarez, for further clarifications, thank you.

$7,513,638.75
Fund: 360-7048 NMFA Projects

Regards,

Carlos Miyagishima
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/Denied/Tabled : _____

Notes : _____ Requisition: #97364

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

COMMISSION MEETING 11/18/2026

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	MORROW ENTERPRISES INC	CONSTRUCTION SERVICES WATERLINE REPLACEMENT	Carlos Miyagishima	Procurement	$7,513,638.75	RFP# 2026-09-013 WPF-6323 LOAN/GRANT
B.						
C.						
D.						
			TOTAL		**$7,513,638.75**	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Mayor Date

REQUISITION

Requisition #: 97364

Date: 11/06/2026

Vendor #: 8815

ISSUED TO: MORROW ENTERPRISES INC
PO BOX 1747
LAS CRUCES, NM 88004-1747

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	CRITICAL WATERLINE REPLACEMENT PROJECT		0.00	360-7048-80860	7,513,638.75

PO Description: CONSTRUCTION SERVICES WATERLINE REPLACEMENT

Detailed Description:

ON HOLD PENDING COMMISSION APPROVAL 11-18-26
ON HOLD PENDING EXECUTED CONTRACT DOCUMENTS UPLOADED

WPF-6323 - WATER TRUSTBOARD GRANT/LOAN AGREEMENT
CRITICAL WATERLINE REPLACEMENT PROJECT

SUBTOTAL:	6,933,000.00
TOTAL TAX:	580,638.75
SHIPPING:	0.00
TOTAL	7,513,638.75

Authorized By: _____

NOTICE OF AWARD

Date of Issuance:	November 18, 2026		
Owner:	Truth or Consequences, New Mexico	Owner's Project No.:	IBT No. 2026-09-013
Engineer:	Wilson & Company, Inc.	Engineer's Project No.:	2400013703
Project:	Truth or Consequences Critical Waterline Replacements		
Contract Name:	Truth or Consequences Critical Waterline Replacements		
Bidder:	Morrow Enterprises, Inc.		
Bidder's Address:	P.O. Box 1747 Las Cruces, NM 88004 / 6525 W. Picacho Ave, Las Cruces, NM 88007		

You are notified that Owner has accepted your Bid dated Thursday, October 29, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Project includes the following Work:

BASE BID: The project includes the replacement and new installation of waterlines using open trench, jack and bore, and horizontal directional drilling (HDD) methods. Open trench construction consists of approximately 116 linear feet (LF) of 4-inch, 31,508 linear feet (LF) of 6-inch, 2,812 LF of 8-inch, and 888 linear feet (LF) of 10-inch C-900 DR-18 PVC waterline. All waterline replacements will be installed parallel to the existing waterlines. The project also includes the installation of approximately 70 LF of 8-inch waterline carrier pipe within a 16-inch steel casing by jack and bore, and 60 LF of 10-inch waterline carrier pipe within an 18-inch steel casing by jack and bore, both under NMDOT roadway crossings. Additionally, approximately 392 LF of 6-inch, 137 LF of 8-inch, and 145 LF of 10-inch C-900 DR-18 FPVC waterlines will be installed by horizontal directional drilling.

The scope of work includes the installation of 316 new water service connections, 310 by open trench and 6 by trenchless methods, with new water meters and meter boxes. Additional improvements include the installation of valves, fire hydrants, and connections to the existing water system. Site work will include roadway asphalt removal and replacement, as well as sidewalk, curb, gutter, and drive pad removal and replacement to facilitate trenching activities and full site restoration.

The Contract Price of the awarded Contract is $6,933,000.00, excluding New Mexico Gross Receipts Tax (NMGRT). The applicable NMGRT is $580,638.75, resulting in a total contract amount of $7,513,638.75, inclusive of tax. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Three** counterparts of the Agreement, signed by Bidder (as Contractor).

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2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **The City of Truth or Consequences, New Mexico**

By *(signature)*: _____

Name *(printed)*: Carlos Miyagishima

Title: Chief Procurement Officer

Copy: Engineer

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$16,000,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

February 7, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO,
as Borrower/Grantee.

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WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated February 7, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF TRUTH OR CONSEQUENCES** in SIERRA COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Local Option Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978; and

WHEREAS, the Borrower/Grantee has by the Tax Ordinance imposed what was known as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which provides for the Pledged Revenues; and

WHEREAS, the Municipal Infrastructure Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Local Option Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%), which is pledged to the Loan;

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing municipality under and pursuant to the laws of the State and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

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WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $1,600,000 from the Lender/Grantor and to accept a grant in the amount of $14,400,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 13, 2023, and January 10, 2024, for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 30, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project will be approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement

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including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $1,600,000.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

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

"Application" means the New Mexico Water Trust Board Application dated September 13, 2023 and the New Mexico Water Trust Board Readiness Application dated January 10, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

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

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

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"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $14,400,000.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

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"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $1,600,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $16,000,000.

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

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Ordinance" means the Borrower/Grantee's Ordinance No. 770, adopted by the Governing Body on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 duly adopted and approved by the Governing Body on January 22, 2025, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

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"Pledged Revenues" means the one-eighth of one percent (0.125%) increment of what was known as the Municipal Infrastructure Gross Receipts Tax imposed on gross receipts of all persons engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments and Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet, which tax is enforceable under Section 7-19D-9, NMSA 1978, as amended.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

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

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

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"Tax Ordinance" means Borrower/Grantee's Ordinance No. 389 passed and approved by the Borrower/Grantee pursuant to Section 7-19D-9, NMSA 1978, as amended by Ordinance No. 472, on March 26, 1992, which imposes a one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective July 1, 1992. Pursuant to Laws 2019, Chapter 274, § 16, the Municipal Infrastructure Gross Receipts Tax imposed by Ordinance No. 389 is no longer identifiable as the one-eighth of one percent (0.125%) increment of Municipal Infrastructure Gross Receipts Tax, and instead comprises one-eighth of one percent (0.125%) of the maximum rate of Municipal Local Option Gross Receipts Tax that may be imposed under Section 7-19D-9, NMSA 1978, as amended, of two and one-half percent (2.50%) of which is pledged to the Loan.

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

"Useful Life" means the structural and material design life of the Project including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant

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Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

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(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted; Pledged Tax Revenues Covenants. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated expenses of the Borrower/Grantee. Pursuant to NMSA 1978, § 7-1-6.4, as amended, and NMSA 1978, § 7-1-6.15, as amended, the State collects gross receipts taxes from business locations within the Borrower/Grantee, on land owned by the State within the exterior boundaries of the Borrower/Grantee, and outside the exterior boundaries of the Borrower/Grantee on land owned by the Borrower/Grantee, and distributes each month to the Borrower/Grantee the revenues of the Tax Ordinance which distributions the Borrower/Grantee pledges and covenants for the performance of its obligations under this Agreement.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts,

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

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(s) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(t) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being designed, constructed, located, completed or extended, and if any portion of the Project will be conducted and completed on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(u) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

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(v) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(w) Reserved.

(x) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the Project.

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the Project.

(z) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(aa) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

(bb) NMFA Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

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ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being designed, constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA or on behalf of the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the

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amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA

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determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount.

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The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

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Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in

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accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on March 31, 2025, and

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subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law;

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the

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Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

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Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

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ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

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(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

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

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

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it

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shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Truth or Consequences
Attn.: City Manager
405 W. 3rd Street
Truth or Consequences, New Mexico 87901

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 West San Mateo Road
Santa Fe, New Mexico 87505

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

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

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Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

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IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 23, 2024, and by the NMFA's Board of Directors on May 30, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By Marquita R Russel
Marquita B. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By Suzanne Wood Bruckner
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By Susan G. Pittard
Susan G. Pittard, Associate Counsel

Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Rolf Hechler, Mayor



By _____
Angela Torres, City Clerk

Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

EXHIBIT "A"

TERM SHEET

$16,000,000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

Project Description:	The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of design and construction of waterline replacement, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$14,400,000
Loan Amount:	$1,600,000
Pledged Revenues:	Revenues received by the Borrower/Grantee under the Tax Ordinance, being revenues of a one-eighth of one percent (0.125%) of the Municipal Infrastructure Gross Receipts Tax, imposed by the Borrower/Grantee's Tax Ordinance No. 389, as amended by Ordinance No. 472, on March 26, 1992, which taxes are enforceable under NMSA 1978 § 7-19D-9, as amended.
Outstanding Senior Obligations for Pledged Revenues:	None
Outstanding Parity Obligations:	NMFA Loan No. CIF-6441; NMFA Loan No. CIF-6442
Authorizing Legislation:	Borrower/Grantee Ordinance No. 770, adopted December 18, 2024, as supplemented and corrected by Resolution 28 24-25 adopted January 22, 2025
Additional Funding Amount:	$1,600,000
Closing Date:	February 7, 2025

Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

Project Account Amount:	$16,000,000
Expense Account Deposit:	$0.00
Administrative Fee:	0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement. Approval of plans and specification by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to submission by Borrower/Grantee of a requisition for disbursement of construction funds and all Conditions defined in the Agreement.

Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

BOND DEBT SERVICE

City of Truth or Consequences
Waterline Replacement (WPF-6323)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2025			1,266.67	1,266.67	1,266.67
12/01/2025			2,000.00	2,000.00	
06/01/2026			2,000.00	2,000.00	4,000.00
12/01/2026			2,000.00	2,000.00	
06/01/2027	78,116	0.250%	2,000.00	80,116.00	82,116.00
12/01/2027			1,902.36	1,902.36	
06/01/2028	78,312	0.250%	1,902.36	80,214.36	82,116.72
12/01/2028			1,804.47	1,804.47	
06/01/2029	78,508	0.250%	1,804.47	80,312.47	82,116.94
12/01/2029			1,706.33	1,706.33	
06/01/2030	78,704	0.250%	1,706.33	80,410.33	82,116.66
12/01/2030			1,607.95	1,607.95	
06/01/2031	78,901	0.250%	1,607.95	80,508.95	82,116.90
12/01/2031			1,509.32	1,509.32	
06/01/2032	79,098	0.250%	1,509.32	80,607.32	82,116.64
12/01/2032			1,410.45	1,410.45	
06/01/2033	79,296	0.250%	1,410.45	80,706.45	82,116.90
12/01/2033			1,311.33	1,311.33	
06/01/2034	79,494	0.250%	1,311.33	80,805.33	82,116.66
12/01/2034			1,211.96	1,211.96	
06/01/2035	79,693	0.250%	1,211.96	80,904.96	82,116.92
12/01/2035			1,112.35	1,112.35	
06/01/2036	79,892	0.250%	1,112.35	81,004.35	82,116.70
12/01/2036			1,012.48	1,012.48	
06/01/2037	80,092	0.250%	1,012.48	81,104.48	82,116.96
12/01/2037			912.37	912.37	
06/01/2038	80,292	0.250%	912.37	81,204.37	82,116.74
12/01/2038			812.00	812.00	
06/01/2039	80,492	0.250%	812.00	81,304.00	82,116.00
12/01/2039			711.39	711.39	
06/01/2040	80,694	0.250%	711.39	81,405.39	82,116.78
12/01/2040			610.52	610.52	
06/01/2041	80,895	0.250%	610.52	81,505.52	82,116.04
12/01/2041			509.40	509.40	
06/01/2042	81,098	0.250%	509.40	81,607.40	82,116.80
12/01/2042			408.03	408.03	
06/01/2043	81,300	0.250%	408.03	81,708.03	82,116.06
12/01/2043			306.40	306.40	
06/01/2044	81,504	0.250%	306.40	81,810.40	82,116.80
12/01/2044			204.52	204.52	
06/01/2045	81,707	0.250%	204.52	81,911.52	82,116.04
12/01/2045			102.39	102.39	
06/01/2046	81,912	0.250%	102.39	82,014.39	82,116.78
	1,600,000		47,598.71	1,647,598.71	1,647,598.71

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $16,000,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6323 Closing Date: February 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

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III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $_____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____

_____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: **Contact Name:** **Title:** **Email Address:**	**Project Number**: WPF-6323 **Project Name**: T or C Waterline Replacement **Project Type**: Design and Construction

Reporting Period: From _____ **To** _____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $_____ **Current Balance**: $_____

Loan 10% Grant 90% Match $1,600,000

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer PRINT NAME:_____

PRINT TITLE:_____

SIGNATURE:	**Date:**

All fields must be completed.

Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $16,000,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Truth or Consequences, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6323 Closing Date: February 7, 2025

TO: NEW MEXICO FINANCE AUTHORITY

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

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By_____

Its_____

Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 01 24/25 adopted by the Borrower/Grantee on July 10, 2024

2. Ordinance No. 770 adopted on December 18, 2024, as supplemented and corrected by Resolution 28 24-25 adopted on January 22, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Sierra County Sentinel*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right of Way Certificate of the Borrower/Grantee

7. Final Opinion of Counsel for the Borrower/Grantee

8. Approving Opinion of Sutin Thayer & Browne APC, Loan/Grant Counsel to the NMFA

9. NMFA Application and Project Approval (informational only)

Doc ID: 5a049f3ece364641107bd8c317e22c272908b291

Dropbox Sign

Audit trail

Title	FOR SIGNATURE -- City of Truth or Consequences, WPF-6323,...
File name	City_of_Truth_or_...ant_Agreement.pdf
Document ID	5a049f3ece364641107bd8c317e22c272908b291
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**01 / 28 / 2025** 17:01:01 UTC	Sent for signature to Suzanne Wood Bruckner (swb@sutinfirm.com) from sutin4nmfa@nmfa.net IP: 140.82.177.82
VIEWED	**01 / 28 / 2025** 17:02:46 UTC	Viewed by Suzanne Wood Bruckner (swb@sutinfirm.com) IP: 64.251.219.66
SIGNED	**01 / 28 / 2025** 17:02:58 UTC	Signed by Suzanne Wood Bruckner (swb@sutinfirm.com) IP: 64.251.219.66
COMPLETED	**01 / 28 / 2025** 17:02:58 UTC	The document has been completed.

WILSON &COMPANY
HIGHER RELATIONSHIPS

4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

November 6, 2026

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

Re: Recommendation of Award, Critical Waterline Replacements

Bids were received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, on Thursday, October 29, 2026, until 2:00 pm MST local time. At 2:15 pm MST, October 29, 2026, the bids were moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM to be publicly opened and read. The following bids were received and publicly opened and read.

COMPANY	BASE BID (EXCL NMGRT)	NMGRT @ 8.375%	BASE BID (INCL NMGRT)
Morrow Enterprises, Inc.	$ 6,933,000.00	$ 580,638.75	$ 7,513,638.75
Smithco Construction, Inc.	$ 6,996,071.50	$ 585,920.99	$ 7,581,992.49
TLC Company, Inc.- SpearD Construction	$ 7,252,940.41	$ 607,433.76	$ 7,860,374.17
J & H Services, Inc.	$ 7,818,112.25	$ 654,766.90	$ 8,472,879.15
Sanchez Demolition, Inc.	$ 8,717,346.49	$ 730,077.77	$ 9,447,424.26
K E & G Construction, Inc.	$ 11,766,132.00	$ 985,413.56	$ 12,751,545.56

A complete tabulation of bids is attached. The evaluation of the bid is based on the Base Bid. Six bids were received. The low bidder was Morrow Enterprises, Inc. as follows:

COMPANY	BASE BID (EXCL NMGRT)	NMGRT @ 8.375%	BASE BID (INCL NMGRT)
Morrow Enterprises, Inc.	$ 6,933,000.00	$ 580,638.75	$ 7,513,638.75

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

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

Included with the signed Bid Proposal form, Morrow Enterprises, Inc. submitted the following:

- List Of Proposed Subcontractors
- List of Proposed Suppliers
- Evidence of authority to do business in the state of the Project
- Contractor's license number
- Required Bidder Qualification Statement with supporting data
- Bid Bond
- Power of Attorney
- Certificate of Equal Employment Opportunity Compliance
- Affidavit of Non-Collusion

Wilson and Company contacted and verified the following references:

- Matt Thompson - Bohannan Huston, La Mesa, NM
- David Sedillo - City of Las Cruces, Las Cruces, NM

Based on the information provided, the lowest responsive and responsible bidder is Morrow Enterprises, Inc. Therefore, we recommend that the construction contract for the Critical Waterline Replacements Project be awarded to Morrow Enterprises, Inc for a amount of $6,933,000.00, excluding New Mexico Gross Receipts Tax (NMGRT). The applicable NMGRT is $580,638.75, resulting in a total contract amount of $7,513,638.75, inclusive of tax. We recommend verifying the obligated funding amounts with the New Mexico Finance Authority prior to awarding any portion of the project.

Sincerely,

Mark A. Nasi, PE
Sr. Water/Wastewater Project Manager
Wilson & Company, Inc., Engineers & Architects

Enclosures:
Critical Waterline Replacements Bid Tabulation
Required Bid Documents Checklist
Sign-in Sheet
Morrow Enterprises, Inc. Sealed Bid

Project Name: Critical Waterlines Replacements
Project #: 24-000-137-03
Bidding # ITB 2025-06-013
Client: Truth Or Consequences
PM: Mark Nasi,PE.

Base Bid

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST	Morrow Enterprises, Inc. BID UNIT PRICE	Morrow Enterprises, Inc. BID AMMOUNT	Morrow Enterprises, Inc. CALCULATED COST	Smithco Construction, Inc. BID UNIT PRICE	Smithco Construction, Inc. BID AMMOUNT	Smithco Construction, Inc. CALCULATED COST	TLC Company, Inc.- SpearD Construction BID UNIT PRICE	TLC Company, Inc.- SpearD Construction BID AMMOUNT	TLC Company, Inc.- SpearD Construction CALCULATED COST	J & H Services, Inc. BID UNIT PRICE	J & H Services, Inc. BID AMMOUNT	J & H Services, Inc. CALCULATED COST	Sanchez Demolition, Inc. BID UNIT PRICE	Sanchez Demolition, Inc. BID AMMOUNT	Sanchez Demolition, Inc. CALCULATED COST	K E & G Construction, Inc. BID UNIT PRICE	K E & G Construction, Inc. BID AMMOUNT	K E & G Construction, Inc. CALCULATED COST
											General												
1	Mob/Demob.	LS	1			$ 229,655.00	$ 229,655.00	$ 229,655.00	$ 370,000.00	$ 370,000.00	$ 370,000.00	$ 637,640.10	$ 637,640.10	$ 637,640.10	$ 662,000.00	$ 662,000.00	$ 662,000.00	$ 254,410.78	$ 254,410.78	$ 254,410.78	$ 780,368.00	$ 780,368.00	$ 780,368.00
2	Traffic Control Plan and Management	LS	1			$ 139,557.00	$ 139,557.00	$ 139,557.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 650,000.00	$ 650,000.00	$ 650,000.00	$ 165,000.00	$ 165,000.00	$ 165,000.00	$ 229,924.62	$ 229,924.62	$ 229,924.62	$ 168,000.00	$ 168,000.00	$ 168,000.00
3	Construction Survey/Staking	LS	1			$ 86,824.00	$ 86,824.00	$ 86,824.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 215,000.00	$ 215,000.00	$ 215,000.00	$ 140,376.62	$ 140,376.62	$ 140,376.62	$ 91,239.00	$ 91,239.00	$ 91,239.00
4	SWPPP Preparation, Implementation, and Inspection (1% of General Cost)	LS	1			$ 10,524.00	$ 10,524.00	$ 10,524.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 7,174.11	$ 7,174.11	$ 7,174.11	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 70,766.07	$ 70,766.07	$ 70,766.07	$ 173,085.00	$ 173,085.00	$ 173,085.00
5	Materials Testing	ALLOW	1			$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
6	Subsurface Utility Locating	ALLOW	1			$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00	$ 120,000.00
7	Utility Relocation	ALLOW	1			$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00	$ 180,000.00
8	Residential Meters Allowance	ALLOW	1			$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00	$ 79,948.00	$ 79,950.00	$ 79,948.00
9	Insite-Valve Allowance	ALLOW	1			$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00
											Waterline Replacement												
10	4" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	116			$ 101.00	$ 11,716.00	$ 11,716.00	$ 40.00	$ 4,640.00	$ 4,640.00	$ 103.58	$ 12,016.44	$ 12,016.44	$ 49.00	$ 5,684.00	$ 5,684.00	$ 104.25	$ 12,093.00	$ 12,093.00	$ 206.00	$ 23,896.00	$ 23,896.00
11	6" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	31,508			$ 44.00	$ 1,386,352.00	$ 1,386,352.00	$ 40.00	$ 1,260,320.00	$ 1,260,320.00	$ 41.00	$ 1,291,828.00	$ 1,291,828.00	$ 55.00	$ 1,732,940.00	$ 1,732,940.00	$ 85.46	$ 2,062,513.68	$ 2,062,513.68	$ 83.00	$ 2,581,656.00	$ 2,581,656.00
12	8" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	2,612			$ 52.00	$ 146,224.00	$ 146,224.00	$ 48.00	$ 134,976.00	$ 134,976.00	$ 42.56	$ 119,959.92	$ 119,959.92	$ 62.00	$ 174,344.00	$ 174,344.00	$ 80.39	$ 226,056.68	$ 226,056.68	$ 105.00	$ 295,260.00	$ 295,260.00
13	10" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	888			$ 68.00	$ 60,384.00	$ 60,384.00	$ 60.00	$ 53,280.00	$ 53,280.00	$ 50.41	$ 44,764.08	$ 44,764.08	$ 72.00	$ 63,936.00	$ 63,936.00	$ 99.51	$ 88,737.84	$ 88,737.84	$ 150.00	$ 133,440.00	$ 133,440.00
14	6" Waterline C-900 DR-18 FPVC Pipe Installed With Horizontal Directional Drill	LF	392			$ 326.00	$ 127,792.00	$ 127,792.00	$ 350.00	$ 137,200.00	$ 137,200.00	$ 163.67	$ 64,158.64	$ 64,158.64	$ 80.00	$ 31,360.00	$ 31,360.00	$ 207.46	$ 81,324.32	$ 81,324.32	$ 160.00	$ 62,720.00	$ 62,720.00
15	8" Waterline C-900 DR-18 FPVC Pipe Installed With Horizontal Directional Drill	LF	127			$ 377.00	$ 51,649.00	$ 51,649.00	$ 425.00	$ 58,225.00	$ 58,225.00	$ 186.39	$ 25,535.43	$ 25,535.43	$ 85.00	$ 11,645.00	$ 11,645.00	$ 253.68	$ 34,754.16	$ 34,754.16	$ 173.00	$ 23,701.00	$ 23,701.00
16	10" Waterline C-900 DR-18 FPVC Pipe Installed With Horizontal Directional Drill	LF	145			$ 438.00	$ 63,510.00	$ 63,510.00	$ 450.00	$ 65,250.00	$ 65,250.00	$ 256.62	$ 37,209.90	$ 37,209.90	$ 112.00	$ 16,240.00	$ 16,240.00	$ 305.31	$ 44,272.85	$ 44,272.85	$ 212.00	$ 30,740.00	$ 30,740.00
17	Furnish and Install 16-inch steel casing schedule 30 for crossing, With 6-inch C900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration). CIP	LF	70			$ 660.00	$ 46,200.00	$ 46,200.00	$ 1,100.00	$ 77,000.00	$ 77,000.00	$ 912.58	$ 63,880.60	$ 63,880.60	$ 825.00	$ 57,750.00	$ 57,750.00	$ 1,092.12	$ 76,448.40	$ 76,448.40	$ 1,100.00	$ 77,000.00	$ 77,000.00
18	Furnish and Install 18-inch steel casing schedule 30 for crossing, With 10-inch C900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration). CIP	LF	60			$ 610.00	$ 36,600.00	$ 36,600.00	$ 1,250.00	$ 75,000.00	$ 75,000.00	$ 1,029.21	$ 61,752.60	$ 61,752.60	$ 885.00	$ 53,100.00	$ 53,100.00	$ 1,215.01	$ 72,900.60	$ 72,900.60	$ 1,187.00	$ 71,220.00	$ 71,220.00
19	4-1/2' Fire Hydrant w/ piping valves, and connection	EA	34			$ 11,647.00	$ 395,998.00	$ 395,998.00	$ 13,000.00	$ 442,000.00	$ 442,000.00	$ 10,313.84	$ 350,670.56	$ 350,670.56	$ 10,500.00	$ 357,000.00	$ 357,000.00	$ 9,769.59	$ 332,166.06	$ 332,166.06	$ 12,751.00	$ 433,834.00	$ 433,834.00
20	4" Gate Valves w/ Valve Can, CIP	EA	3			$ 2,666.00	$ 7,998.00	$ 7,998.00	$ 3,250.00	$ 9,750.00	$ 9,750.00	$ 2,380.50	$ 7,141.50	$ 7,141.50	$ 2,875.00	$ 8,625.00	$ 8,625.00	$ 4,335.16	$ 13,005.48	$ 13,005.48	$ 3,716.00	$ 11,148.00	$ 11,148.00
21	6" Gate Valves w/ Valve Can, CIP	EA	132			$ 3,149.00	$ 415,668.00	$ 415,668.00	$ 3,300.00	$ 435,600.00	$ 435,600.00	$ 2,867.65	$ 378,527.16	$ 378,527.16	$ 3,050.00	$ 402,600.00	$ 402,600.00	$ 3,094.15	$ 403,147.80	$ 403,147.80	$ 3,932.00	$ 519,024.00	$ 519,024.00
22	8" Gate Valves w/ Valve Can, CIP	EA	12			$ 3,905.00	$ 46,860.00	$ 46,860.00	$ 4,000.00	$ 48,000.00	$ 48,000.00	$ 3,506.52	$ 42,078.24	$ 42,078.24	$ 3,900.00	$ 46,800.00	$ 46,800.00	$ 4,903.75	$ 58,845.00	$ 58,845.00	$ 4,611.00	$ 55,332.00	$ 55,332.00
23	1" Combination Air Release Valve, CIP	EA	19			$ 7,677.00	$ 76,770.00	$ 76,770.00	$ 6,500.00	$ 65,000.00	$ 65,000.00	$ 13,576.97	$ 135,769.70	$ 135,769.70	$ 5,500.00	$ 55,000.00	$ 55,000.00	$ 8,016.53	$ 80,165.30	$ 80,165.30	$ 14,715.00	$ 147,150.00	$ 147,150.00
24	Pressurized waterline connections, CIP	EA	66			$ 8,675.00	$ 400,950.00	$ 400,950.00	$ 6,750.00	$ 445,500.00	$ 445,500.00	$ 4,291.72	$ 283,253.52	$ 283,253.52	$ 5,900.00	$ 389,400.00	$ 389,400.00	$ 6,557.82	$ 432,816.12	$ 432,816.12	$ 7,240.00	$ 477,840.00	$ 477,840.00
25	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	23,647			$ 7.00	$ 165,529.00	$ 165,529.00	$ 5.00	$ 118,235.00	$ 118,235.00	$ 5.83	$ 137,862.01	$ 137,862.01	$ 8.75	$ 159,617.25	$ 159,617.25	$ 9.79	$ 231,504.13	$ 231,504.13	$ 17.00	$ 401,999.00	$ 401,999.00
26	Mechanically Restrained Joints, DI & PVC, 4"-6" CIP	EA	699			$ 140.00	$ 97,860.00	$ 97,860.00	$ 90.00	$ 62,910.00	$ 62,910.00	$ 84.33	$ 58,946.67	$ 58,946.67	$ 300.00	$ 209,700.00	$ 209,700.00	$ 163.70	$ 114,376.80	$ 114,376.80	$ 580.00	$ 405,420.00	$ 405,420.00
27	Mechanically Restrained Joints, DI & PVC, 10"-12" CIP	EA	12			$ 316.00	$ 3,792.00	$ 3,792.00	$ 250.00	$ 3,000.00	$ 3,000.00	$ 344.06	$ 4,128.72	$ 4,128.72	$ 520.00	$ 6,240.00	$ 6,240.00	$ 315.03	$ 3,780.24	$ 3,780.24	$ 696.00	$ 8,376.00	$ 8,376.00
28	1" Water Service, Water Meter Box Remove & Replace (by Hand) with 2 Inch HDPE casing (including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration). TRENCHLESS INSTALL	EA	6			$ 3,827.00	$ 22,962.00	$ 22,962.00	$ 4,000.00	$ 24,000.00	$ 24,000.00	$ 4,046.96	$ 24,281.76	$ 24,281.76	$ 2,200.00	$ 13,200.00	$ 13,200.00	$ 6,538.79	$ 39,232.74	$ 39,232.74	$ 6,751.00	$ 40,506.00	$ 40,506.00
29	1" Water Service, Water Meter Box Remove & Replace (by Open Trench) (including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration). OPEN TRENCH INSTALL	EA	310			$ 2,352.00	$ 729,120.00	$ 729,120.00	$ 2,650.00	$ 821,500.00	$ 821,500.00	$ 2,664.09	$ 825,864.80	$ 825,864.80	$ 2,000.00	$ 620,000.00	$ 620,000.00	$ 2,848.96	$ 883,177.60	$ 883,177.60	$ 6,445.00	$ 1,997,750.00	$ 1,997,750.00
30	Rock Excavation & disposal, CIP	CY	282			$ 97.00	$ 27,354.00	$ 27,354.00	$ 300.00	$ 78,200.00	$ 78,200.00	$ 203.78	$ 57,324.96	$ 57,324.96	$ 135.00	$ 38,070.00	$ 38,070.00	$ 241.65	$ 68,145.30	$ 68,145.30	$ 338.00	$ 95,316.00	$ 95,316.00
31	Dewatering of Trench, CIP	LF	3,127			$ 59.00	$ 184,493.00	$ 184,493.00	$ 50.00	$ 156,350.00	$ 156,350.00	$ 10.20	$ 31,895.40	$ 31,895.40	$ 150.00	$ 469,050.00	$ 469,050.00	$ 30.31	$ 94,810.64	$ 94,810.64	$ 31.00	$ 96,937.00	$ 96,937.00
32	Hydrant removal and abandonment	EA	6			$ 2,292.00	$ 13,752.00	$ 13,752.00	$ 3,000.00	$ 18,000.00	$ 18,000.00	$ 811.35	$ 4,868.10	$ 4,868.10	$ 1,415.00	$ 8,490.00	$ 8,490.00	$ 1,276.16	$ 7,656.16	$ 7,656.16	$ 9,115.00	$ 54,690.00	$ 54,690.00
33	Furnish and Install Manhole # Dia. Type "C" less than 6' deep (including two 1" tapping saddle 6"-12" on 6-12" waterline, incl. 1" Corp stop with plug and jointing material and Gate valve (including , potholing, bedding, connections to new water main, include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration) CIP	LS	5			$ 14,006.00	$ 70,030.00	$ 70,030.00	$ 14,500.00	$ 72,500.00	$ 72,500.00	$ 14,822.43	$ 74,112.15	$ 74,112.15	$ 15,900.00	$ 79,500.00	$ 79,500.00	$ 20,045.33	$ 100,226.65	$ 100,226.65	$ 23,000.00	$ 115,000.00	$ 115,000.00
											Roadway												
34	Asphalt Roadway, Remove, Dispose and Replace with SP III ,3" Thick for Residential Streets Include Subgrade and Subgrade Prep. CIP	SY	8,723			$ 78.00	$ 680,394.00	$ 680,394.00	$ 68.50	$ 597,525.50	$ 597,525.50	$ 64.93	$ 566,384.39	$ 566,384.39	$ 62.00	$ 540,826.00	$ 540,826.00	$ 101.10	$ 881,895.30	$ 881,895.30	$ 88.00	$ 767,624.00	$ 767,624.00
35	Excavate and Dispose of Unsuitable Material. CIP	CY	9,000			$ 15.00	$ 135,000.00	$ 135,000.00	$ 8.50	$ 76,500.00	$ 76,500.00	$ 15.20	$ 136,800.00	$ 136,800.00	$ 12.00	$ 108,000.00	$ 108,000.00	$ 44.54	$ 400,860.00	$ 400,860.00	$ 31.00	$ 279,000.00	$ 279,000.00
36	Import of Engineered Fill	CY	9,000			$ 35.00	$ 315,000.00	$ 315,000.00	$ 27.00	$ 243,000.00	$ 243,000.00	$ 29.94	$ 269,460.00	$ 269,460.00	$ 38.00	$ 342,000.00	$ 342,000.00	$ 45.13	$ 406,080.00	$ 406,080.00	$ 68.00	$ 612,000.00	$ 612,000.00
37	Remove and replace Curb and Gutter, CIP	LF	463			$ 75.00	$ 34,725.00	$ 34,725.00	$ 70.00	$ 32,410.00	$ 32,410.00	$ 78.75	$ 36,461.25	$ 36,461.25	$ 89.00	$ 41,207.00	$ 41,207.00	$ 129.95	$ 60,166.85	$ 60,166.85	$ 101.00	$ 46,763.00	$ 46,763.00
38	Remove and replace Sidewalk CIP	SY	30			$ 227.00	$ 6,810.00	$ 6,810.00	$ 173.00	$ 5,190.00	$ 5,190.00	$ 224.24	$ 6,742.20	$ 6,742.20	$ 148.00	$ 4,440.00	$ 4,440.00	$ 202.05	$ 6,061.50	$ 6,061.50	$ 357.00	$ 10,710.00	$ 10,710.00
					Construction Total		$ 6,933,000.00	$ 6,933,000.00		$ 6,996,071.50	$ 6,996,069.50		$ 7,252,940.41	$ 7,252,940.41		$ 7,818,112.25	$ 7,818,112.25		$ 8,717,346.49	$ 8,717,346.49		$ 11,766,113.00	$ 11,766,113.00
					NMGRT @ 8.375%		$ 580,638.75	$ 580,638.75		$ 585,920.89	$ 585,920.81		$ 607,433.76	$ 607,433.76		$ 654,766.90	$ 654,766.90		$ 730,077.77	$ 730,077.77		$ 985,413.56	$ 985,413.56
					TOTAL ESTIMATED CONSTRUCTION COST		$ 7,513,638.75	$ 7,513,638.75		$ 7,581,992.39	$ 7,581,990.52		$ 7,860,374.17	$ 7,860,374.17		$ 8,472,879.15	$ 8,472,879.15		$ 9,447,424.26	$ 9,447,424.26		$ 12,751,545.56	$ 12,751,545.56

BID OPENING CHECKLIST FORM

WILSON & COMPANY

PROJECT NAME: Critical Waterline Replacements

BID OPENING DATE & TIME: Thursday, October 29, 2026 @ 2:00 PM MDT /Thursday, October 29, 2026 @ 2:15 PM MDT, Public Opening

No.	Bidders Name	Addendum Received #1- #3	Bid Security		List of Proposed Subcontractos		List of Proposed Suppliers		Evidence of authority to do business in the state of the Project		*Contractor's license number**		Required Bidder Qualification Statement with supporting data		*Certificate of Equal Employment*		*Affidavit of Non-Collusion*		*Resident/Veteran Preference Certification Form (if applicable)*		TOTAL BASE BID EXCLUDING NMGRT	TOTAL BASE BID INCLUDING NMGRT
			Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	AMMOUNT	AMMOUNT
1	Morrow Enterprises, Inc.	Yes	X		X		X		X		X		X		X		X		X		6,933,000	$7,513,638.75
2	Smithco Construction, Inc.	Yes	X		X		X		X		X		X		X		X		X		6,996,071.50	$7,581,992.49
3	TLC Company, Inc.- Spear D Construction	Yes	X		X		X				X		X		X		X		X		7,252,940.41	7,860,374,17
4	J & H Services, Inc.	Yes	X		X		X		X		X		X		X		X		X		7,818,122.25	$8,472,879.15
5	Sanchez Demolition, Inc.	Yes	X		X		X		X		X		X		X		X		X		8,717,346.49	$9,447,424.26
6	K E & G Construction, Inc.	Yes	X		X		X		X		X		X		X		X			X	11,766,132	$12,751,545.56
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PROJECT ENGINEER: _____ DATE: 10/29/2026

Mark Nasi, PE

WILSON &COMPANY

CITY OF TRUTH OR CONSEQUENCES
CRITICAL WATERLINE REPLACEMENTS
THURSDAY, OCTOBER 29, 2026 @ 2:15 PM, PUBLIC BID OPENING MEETING
ATTENDANCE SHEET
(PLEASE PRINT CLEARLY, FOR THE RECORD)

	NAME	REPRESENTING	EMAIL ADDRESS	PHONE
21.	GABRIEL RAMOS	SANCHEZ DEMOLITION INC.	gabriel@sanchezdemolition.com	(575) 313-2077
22.	Brent Castleu	SKE CONSTRUCTION	BRENT@SKECO.NET	832-226-8626
23.	Alan Luz	SKE		512-628-1113
24.	TYLER KOCH	J&H SERVICES, INC	tyler@jhservicesinc.com	(505) 896-9428
25.	Antonio Moreno	ME&G Construction	amoreno@megtos.com	520-633-9927
26.	Daniel Gonzales	TLC CO. INC DBA Spear D	daniel.gonzales@spearnm.com	505-501-4479
27.	David Muncy	Smithco	David@smithco-cc	575-740-1660
28.	Braden Sanchez	Morrow Enterprises Inc	bids@morrownm.com	(575) 526-1178
29.	Traci Alvarez	City of TorC	talvarez@torcnm.gov	575-952-0565
30.	Jamie Foremen	City of Torc	JForeman@torcnm.gov	9454404342
31.	Jocelyn Holguin	City of Torc	jholguin@torcnm.gov	575-740-7323
32.	Carlos Miyagishima	City of T or C	Cmiyagishima@torcnm.gov	575-650-6849

PROJECT MANUAL
FOR
CONSTRUCTION
OF

TRUTH OR CONSEQUENCES

CRITICAL WATERLINE REPLACEMENTS

Wilson & Company Project No. 24-000-137-03
Bid Number: 2026-09-013

PREPARED FOR:

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

CONSTRUCTION DOCUMENTS PREPARED BY:

Wilson & Company, Inc., Engineers & Architects
4401 Masthead St. NE, Suite 150
Albuquerque NM 87109

September 2026

WILSON &COMPANY

discipline | intensity | collaboration | shared ownership | solutions

ADDENDUM 3
BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The City of Truth or Consequences,**
Finance & Purchasing - 505 Sims Street
Truth or Consequences, NM 87901

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

G. Certificate of Equal Employment Opportunity Compliance;

H. Affidavit of Non-Collusion

I. Resident/Veteran Preference certification Form (if applicable)

ARTICLE 3—BASIS OF BID— UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

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2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Lump Sum and Unit Prices)

BASE BID: The project includes the replacement and new installation of waterlines using open trench, jack and bore, and horizontal directional drilling (HDD) methods. Open trench construction consists of approximately 116 linear feet (LF) of 4-inch, 31,508 linear feet (LF) of 6-inch, 2,812 LF of 8-inch, and 888 linear feet (LF) of 10-inch C-900 DR-18 PVC waterline. All waterline replacements will be installed parallel to the existing waterlines. The project also includes the installation of approximately 70 LF of 8-inch waterline carrier pipe within a 16-inch steel casing by jack and bore, and 60 LF of 10-inch waterline carrier pipe within an 18-inch steel casing by jack and bore, both under NMDOT roadway crossings. Additionally, approximately 392 LF of 6-inch, 137 LF of 8-inch, and 145 LF of 10-inch C-900 DR-18 FPVC waterlines will be installed by horizontal directional drilling.
The scope of work includes the installation of 316 new water service connections, 310 by open trench and 6 by trenchless methods, with new water meters and meter boxes. Additional improvements include the installation of valves, fire hydrants, and connections to the existing water system. Site work will include roadway asphalt removal and replacement, as well as sidewalk, curb, gutter, and drive pad removal and replacement to facilitate trenching activities and full site restoration.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST
	General				
1	Mob/Demob.	LS	1	229,655.00	229,655.00
2	Traffic Control Plan and Management	LS	1	139,557.00	139,557.00
3	Construction Survey/Staking	LS	1	86,824.00	86,824.00
4	SWPPP Preparation, Implementation, and Inspection	LS	1	10,524.00	10,524.00
5	Materials Testing	ALLOW	1	$ 150,000.00	$ 150,000.00
6	Subsurface Utility Locating	ALLOW	1	$ 120,000.00	$ 120,000.00
7	Utility Relocation	ALLOW	1	$ 180,000.00	$ 180,000.00
8	Residential Meters Allowance	ALLOW	1	$ 79,948.00	$ 79,950.00
9	Insta-Valve Allowance	ALLOW	1	$ 175,000.00	$ 175,000.00
	Waterline Replacement				
10	4" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	116	101.00	11,716.00
11	6" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	31,508	44.00	1,386,352.00
12	8" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	2,812	52.00	146,224.00
13	10" Waterline C-900 DR-18 PVC Pipe Installed with Trenching and Backfill	LF	888	68.00	60,384.00
14	6" Waterline C-900 DR-18 FPVC Pipe Installed with Horizontal Directional Drill	LF	392	326.00	127,792.00
15	8" Waterline C-900 DR-18 FPVC Pipe Installed with Horizontal Directional Drill	LF	137	377.00	51,649.00
16	10" Waterline C-900 DR-18 FPVC Pipe Installed with Horizontal Directional Drill	LF	145	438.00	63,510.00
17	Furnish and Install 16-inch steel casing schedule 30 for crossing, with 8 -Inch C900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	70	660.00	46,200.00

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	COST
18	Furnish and Install 18-inch steel casing schedule 30 for crossing, with 10-Inch C900 PVC (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	60	610.00	36,600.00
19	4-1/2' Fire Hydrant w/ piping valves, and connection	EA	34	11,647.00	395,998.00
20	4" Gate Valves w/ Valve Can, CIP	EA	3	2,666.00	7,998.00
21	6" Gate Valves w/ Valve Can, CIP	EA	132	3,149.00	415,668.00
22	8" Gate Valves w/ Valve Can, CIP	EA	12	3,905.00	46,860.00
23	1" Combination Air Release Valve, CIP	EA	10	7,677.00	76,770.00
24	Pressurized waterline connections, CIP	EA	66	6,075.00	400,950.00
25	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	23,647	7.00	165,529.00
26	Mechanically Restrained Joints, DI & PVC, 4"-8", CIP	EA	699	140.00	97,860.00
27	Mechanically Restrained Joints, DI & PVC, 10"-12", CIP	EA	12	316.00	3,792.00
28	1" Water Service, Water Meter Box Remove & Replace (by HDD) with 2 Inch HDPE casing (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration)- TRENCHLESS INSTALL	EA	6	3,827.00	22,962.00
29	1" Water Service, Water Meter Box Remove & Replace (by Open Trench) (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration) -OPEN TRENCH INSTALL	EA	310	2,352.00	729,120.00
30	Rock Excavation & dispose, CIP	CY	282	97.00	27,354.00
31	Dewatering of Trench, CIP	LF	3,127	59.00	184,493.00
32	Hydrant removal and abandonment	EA	6	2,292.00	13,752.00
33	Furnish and Install Manhole 4' Dia, Type "C" less than 6' deep, Including two 1" Tapping saddle, 6"-12" on 6-12" waterline, incl. 1" Corp stop with plug and, jointing material and Gate valve (Including , potholing, bedding, connections to new water main, include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration) CIP.	LS	5	14,006.00	70,030.00
	Roadway				
34	Asphalt Roadway, Remove, Dispose and Replace with SP III, 3" Thick for Residential Streets, include Subgrade and Subgrade Prep, CIP	SY	8,723	78.00	680,394.00
35	Excavate and Dispose of Unsuitable Material, CIP	CY	9,000	15.00	135,000.00
36	Import of Engineered Fill	CY	9,000	35.00	315,000.00
37	Remove and replace Curb and Gutter, CIP	LF	463	75.00	34,725.00
38	Remove and replace Sidewalk CIP	SY	30	227.00	6,810.00

TOTAL ESTIMATED BASE BID 6,933,000.00

NMGRT AMMOUNT FOR BASE BID (8.375%) 580,638.75

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TOTAL ESTIMATED PROJECT COSTS (INCL NMGRT) 7,513,638.75

Total Bid Price (Total of all Lump Sum and Unit Price Bids) $7,513,638.75

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1-one	September 30, 2026
2-two	October 6, 2026
3-three	October 14, 2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

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artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: Morrow Enterprises, Inc.
(typed or printed name of organization)

By: Warren Morrow
(individual's signature)

Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Date: October 29, 2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. attached

Attest: Kimberly Morrow
(individual's signature)

Name: Kimberly Morrow
(typed or printed)

Title: Treasurer/Assistant Secretary
(typed or printed)

Date: October 29, 2026
(typed or printed)

Address for giving notices:
P.O. Box 1747
Las Cruces, NM 88004

Bidder's Contact:
Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Phone: 575-526-1178
Email: warren@morrownm.com
Address:
Morrow Enterprises, Inc.
Physical: 6525 W. Picacho Ave. Las Cruces, NM 88007
Mailing: P.O. Box 1747 Las Cruces, NM 88004

Bidder's Contractor License No.: (if applicable) 51154

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ACTION BY UNANIMOUS WRITTEN CONSENT
OF BOARD OF DIRECTORS OF
MORROW ENTERPRISES, INC.

WHEREAS, it is deemed desirable and in the best interests of this corporation that the following actions be taken by the Directors of this corporation pursuant to this Unanimous Written Consent:

NOW, THEREFORE, BE IT RESOLVED that, pursuant to applicable law, the undersigned, being all of the Directors of this corporation, hereby consent to, approve, and adopt the following:

Leonard Morrow and Warren Morrow hereby have individual authority to submit bids, negotiate bids, and conclude agreements on behalf of Morrow Enterprises, Inc.

RESOLVED FURTHER, that each assistant secretary of this corporation, including but not limited to, Kimberly Morrow, is authorized and empowered to perform all of the duties of the secretary of this corporation when the secretary is not available, and that all bids and other documents of the corporation signed by an assistant secretary of this corporation shall be as valid and binding on this corporation as if they had been signed by the secretary of this corporation.

RESOLVED FURTHER, that the officers of this corporation set forth above be, and each individually is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this corporation.

This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Written Consent shall be filed in the Minute Book of this corporation and become a part of the records of this corporation.

Date: 9/22/2017

Leonard Morrow, Director

Warren Morrow, Director

BID BOND (PENAL SUM FORM)

Bidder Name: Morrow Enterprises, Inc. Address *(principal place of business)*: P.O. Box 1747 Las Cruces, NM 88004	**Surety** Name: United States Fire Insurance Company Address *(principal place of business)*: 305 Madison Avenue Morristown, NJ 07960
Owner Name: **City of Truth or Consequences** Address *(principal place of business)*: 505 Sims Street, Truth or Consequences, NM 87901	**Bid** Project *(name and location)*: Truth or Consequences Critical Waterline Replacements, Truth or Consequences, NM,87901 IBT No. 2026-09-013 Bid Due Date: **Thursday, October 29, 2026 @ 2:00 PM MDT**

Bond

Penal Sum: Five Percent (5%) of the Amount Bid---

Date of Bond: October 29, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Morrow Enterprises, Inc. *(Full formal name of Bidder)*	United States Fire Insurance Company *(Full formal name of Surety) (corporate seal)*
By: Warren Morrow *(Signature)*	By: Sue Vance *(Signature) (Attach Power of Attorney)*
Name: Warren Morrow *(Printed or typed)*	Name: Sue Vance *(Printed or typed)*
Title: President	Title: Attorney-In-Fact
Attest: Kimberly Morrow *(Signature)*	Attest: Muriel Bray *(Signature)*
Name: Kimberly Morrow *(Printed or typed)*	Name: Muriel Bray *(Printed or typed)*
Title: Treasurer/Asst. Secretary	Title: Sr. Surety Account Manager

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

06114

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Dean Vigil, Muriel Bray, James Zanios, Sue Vance

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 23rd day of September, 2026.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 23rd day of September, 2026, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29th day of October 20 26

UNITED STATES FIRE INSURANCE COMPANY

Brock Masterson, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

BIDDER'S LISTING of SUBCONTRACTORS

for

COMPLIANCE with SUBCONTRACTORS FAIR PRACTICES ACT

PROJECT: Truth or Consequences Critical Waterline Replacements

BIDDER must list all Subcontractors to be used for work identified in the Supplementary Conditions, when the subcontract amount exceeds the listing threshold: $55,500.00
[Use additional sheets if necessary.]

NAME OF SUBCONTRACTOR and LOCATION OF PLACE OF BUSINESS	CATEGORY of WORK of SUBCONTRACTOR
RT Electric, Inc. (Name) 480 N. 17th St. Las Cruces, NM 88005 (Location)	Directional Bore (Category)
Underground Solutions (Name) 9444 Balboa Ave. Ste 270 San Diego, CA 92123 (Location)	PVC Fusing (Category)
T+A Construction, LLC. (Name) 2401 S. State Deming, NM 88030 (Location)	Construction Staking (Category)
(Name) (Location)	(Category)
(Name) (Location)	(Category)

NOTICE TO BIDDER

The above listing must include the NAME, LOCATION OF PLACE OF BUSINESS and CATEGORY OF WORK, which will be done by each subcontractor on the list. List only one subcontractor for each category of work. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE BID NON RESPONSIVE and the Bid will be rejected.

CONTRACTOR:

FIRM: Morrow Enterprises, Inc.

By: [signature]

Title: President

Date: 10-29-2026

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Morrow Enterprises, Inc.

6525 W. PICACHO AVE.

LAS CRUCES, NM, 88007

has registered with the Department of Workforce Solutions

Registration Date: 3/23/2026 **Registration Number: 03031420140421**

This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

MORROW ENTERPRISES, INC.

LICENSE NUMBER

51154

Qualifying Party(S)

MORROW LEONARD

MORROW WARREN

EXPIRES

04/30/2029

CLASSIFICATION(S)

GB98 GB98 GF98 MM01 MM02

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **MORROW ENTERPRISES, INC.**

DBA: **MORROW ENTERPRISES**
PO BOX 1747
LAS CRUCES, NM 88004-1747

Expires: **11-Jan-2027**

Certificate Number:

L1377609328

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

List of Proposed Suppliers		
Company Name	***Category Work***	***Location Of Business***
Core & Main	Utility Pipe	1000 Parkhill Dr Las Cruces, NM 88012
Bartoo Sand & Gravel	Aggregates & Concrete	P.O. Box 3769 Truth or Consequences, NM 87901
Precision Precast	Precast	1512 Tecolote Trail Las Cruces, NM 88012

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Morrow Enterprises, Inc.		
Corporate Office			
Name:	Warren Morrow	Phone number:	575-526-1178
Title:	President	Email address:	warren@morrownm.com
Business address of corporate office:	P.O. Box 1747 Las Cruces, NM 88004		
Local Office			
Name:	same as above	Phone number:	
Title:		Email address:	
Business address of local office:	6525 W. Picacho Ave. Las Cruces, NM 88007		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☑ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	12/3/1992	State in which Business was formed:	New Mexico
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	no other businesses	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Leonard Morrow	Title:	VP/Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ unlimited
Name:	Warren Morrow	Title:	President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ unlimited
Name:	Kimberly Morrow	Title:	Treasurer/Assistant Secretary
Authorized to sign contracts: ☐ Yes ☑ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	New Mexico Contractor's License		
Licensing Agency:	New Mexico Construction Industries Division		
License No:	51154	Expiration Date:	04/30/2029
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☑ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Warren Morrow	
Safety Certifications *Shares role with Superintendents who are comepent person on site nad hold the certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30		
Fall Protection, Confined Spaced, OSHA Excavbation & Trnech Safety, Competent Persons		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Morrow Enterprises, Inc.	1.3	0	149,241	1.94	3.77	168,999	1.69	3.3	121,010
2026- EMR 0.94									

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Citizens Bank of Las Cruces	
Business address:	505 S. Main Las Cruces, NM 88001	
Date of Business's most recent financial statement:	12/31/2025	☑ Attached
Date of Business's most recent audited financial statement:	12/31/2025	☑ Attached
Financial Indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		2.18
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.03

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	United States Fire Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	New Jersey		
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No			
Mailing Address (principal place of business):	C/O: USI 4100 Osuna NE, Suite 2-203 Albuquerque, NM 87109		
Physical Address (principal place of business):	305 Madison Avenue, Morristown, NJ 07960		
Phone (main):	505-219-0270	Phone (claims):	same

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
United Fire Group	General Liability, Auto, Umbrella		
Builders Trust of New Mexico	Workman's Comp		
Are providers licensed or authorized to issue policies in the Project location?	☑ Yes ☐ No		
Does provider have an A.M. Best Rating of A-VII or better?	☑ Yes ☐ No		
Mailing Address (principal place of business):	6565 Americas ParkwayNE, Suite 720 Albuquerque, NM 87110		
Physical Address (principal place of business):	6565 Americas ParkwayNE, Suite 720 Albuquerque, NM 87110		
Phone (main):	505-262-9447	Phone (claims):	505-262-9447

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	55
Estimate of revenue for the current year:	$19,000,000
Estimate of revenue for the previous year:	$20,000,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	33+	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been released from a bid in the past 5 years? ☐ Yes ☑ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

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E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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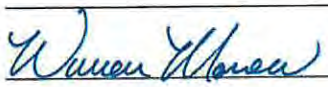
This Statement of Qualifications is offered by:

Business: Morrow Enterprises, Inc.
(typed or printed name of organization)

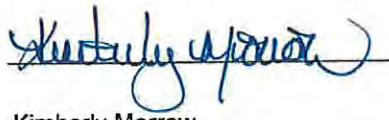
By: 
(individual's signature)

Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Date: October 29, 2026
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Kimberly Morrow
(typed or printed)

Title: Treasurer/Assistant Secretary
(typed or printed)

Address for giving notices:
P.O. Box 1747
Las Cruces, NM 88004

Designated Representative:

Name: Warren Morrow
(typed or printed)

Title: President
(typed or printed)

Address:
Physical: 6525 W. Picacho Ave. Las Cruces, NM 88007
Mailing: P.O. Box 1747 Las Cruces, NM 88004

Phone: 575-526-1178

Email: warren@morrownm.com

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Schedule A—Current Projects

Name of Organization	Morrow Enterprises, Inc. **please find attached**				
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
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Schedule A—Current Projects

Name of Organization	Morrow Enterprises, Inc.				
Project Owner	Dona Ana MDWCA		Project Name	SE Collection Wastewater Phase IV	
General Description of Project	Vacuum Sewer				
Project Cost	18,650,350.24		Date Project	12/2023- 5/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Warren Morrow	Justin Sparks	PM & Super		PM and Super
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jennifer Horton	Executive Director	DA MDWCA	575-526-3491	jennifer@dawater.org
Designer	Tyler Hopkins	Design Engineer	Bohannan Huston Inc.	575-532-8670	Thopkins@bhinc.com
Construction Manager	Tyler Hopkins	Design Engineer	Bohannan Huston Inc.	575-532-8670	Thopkins@bhinc.com

Project Owner	SAN PABLO MDWCA		Project Name	SAN PABLO VACUUM COLLECTION SYSTEM	
General Description of Project	REHAB COLLECTION SYSTEM				
Project Cost	2,233,026.56		Date Project	commencing March 2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Warren Morrow	Daryl Stailey	PM & Super		PM and Super
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	c/o: engineer		San Pablo MDWCA		
Designer	Matt Thompson	Design Engineer	Bohannan Huston Inc.	575-532-8670	mthompson@bhinc.com
Construction Manager	Matt Thompson	Design Engineer	Bohannan Huston Inc.	575-532-8670	mthompson@bhinc.com

Project Owner	NASA/WSTF C/O: Sierra Lobo		Project Name	NASA GAS UPGRADES	
General Description of Project	Natural Gas Line and Meter Replacement				
Project Cost	3,987,507.87		Date Project	June 2025-March 2027- additional work added to contract	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Warren Morrow	Justin Sparks	PM & Super	PM and Super	
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			NASA/WSTF	our POC is Sierra Lobo	
Designer			Souder Miller & Assoc	our POC is Sierra Lobo	
Construction Manager	Arturo Zavala	PM	Sierra Lobo Inc.	575-556-4873	arturo.zavala@nasa.gov

Project Owner	NASA/WSTF C/O: Sierra Lobo		Project Name	NASA Areas 200/800 Paving	
General Description of Project	Roadway and Parkinglot Paving				
Project Cost	648,798.44		Date Project	August 2026- March 2027	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Warren Morrow	Justin Sparks	PM & Super	PM and Super	
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			NASA/WSTF	our POC is Sierra Lobo	
Designer			Souder Miller & Assoc	our POC is Sierra Lobo	
Construction Manager	Arturo Zavala	PM	Sierra Lobo Inc.	575-556-4873	arturo.zavala@nasa.gov

Schedule B—Previous Experience with Similar Projects

Name of Organization	Morrow Enterprises, Inc. **please find attached**			
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects- Please see attached full list of References

Name of Organization	Morrow Enterprises, Inc.				
Project Owner	Anthony Water & Sanitation District		Project Name	Anthony Waterline Replacement	
General Description of Project	Water Main and Service Line Replacement				
Project Cost	4,800,000.00		Date Project	March 2023- March 2026- additional work added to contract	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Warren Morrow	Samuel Gonzalez	Steve Warren	PM and Super	
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jose Terrones	Superintendent	Anthoyn W&SD	915-630-5291	jterrones@awsd.us
Designer	Wyatt Kartchner	Design Engineer	Molzen-Corbin	575-993-9565	wkartchner@molzencorbin.com
Construction Manager	Wyatt Kartchner	Design Engineer	Molzen-Corbin	575-993-9565	wkartchner@molzencorbin.com

Project Owner	NASA/WSTF c/o: Sierra Lobo		Project Name	Area 300 & 400 Water Upgrades	
General Description of Project	New water Pipeline, new pre-fab building; 5-bores				
Project Cost	4,716,396.78		Date Project	Completion January 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Warren Morrow	Justin Sparks		PM/Super	
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Arturo Zavala	PM	Sierra Lobo	575-524-5332	arturo.zavala@nasa.gov
Designer	Arturo Zavala	PM	Sierra Lobo	575-524-5332	arturo.zavala@nasa.gov
Construction Manager					

Project Owner	NASA/WSTF c/o: Sierra Lobo		Project Name	NASA/WSTF Water System Imp; PO#19T2NS1270	
General Description of Project	Cross Country Pipline- 8,340 LF 8" PVC; Booster Stn and New Tank; Metal Building with HVAC, Electrical				
Project Cost	3,446,984.87		Date Project	Completion January 2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Warren Morrow	Justin Sparks		PM/Super	
Reference Contact Information (listing names indicates approval to contacting the named individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Arturo Zavala	PM	Sierra Lobo	575-524-5332	arturo.zavala@nasa.gov
Designer	Arturo Zavala	PM	Sierra Lobo	575-524-5332	arturo.zavala@nasa.gov
Construction Manager					

MORROW

LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004
575-526-1178

Name of Project	Customer	Location or Address of Work Performed	Contact Name	Contact Phone Number	Contract Award Amount	Final Price	Dates of Performance	% Complete within Own Forces	Description of Work	Work Peformed as Prime or Subcontractor
Madrid Ave. Extension; 24-25-017	City of Las Cruces	Madrid Ave. & Triviz Las Cruces, NM	David Sedillo	575-528-3136	$2,961,791.03	$3,003,724.97	March 2025-May 2026	73%	**New Roadway Extension**-clear and grub, subgrade prep, base course and asphalt pavement (12,000 SY), curb & gutter (3,300 LF), sidewalk 4" (23,600 SF), Drive pads, warning surfaces, median concrete, curb ramp, signage & striping, reseeding, storm darin 18"-60"(313 LF), gas, sewer, water extension, landscaping and irrigation, fencing to include chainlink, header wall, garden wall, CMU wall, street lighting.	**PRIME**
Anthony Waterline Replacement	Anthony Water & Sanitation District	Anthony, NM	Jose Terrones/Owner	575-882-3922	$3,999,843.00	$4,187,294.74	March 2023-March 2026 (Additional Work added to contract)	99%	**Watermain (24,600 LF), service line(16,500 LF) and watermeter replacement, AND roadway asphalt pavement (13,500 SY).** All completed in residential streets and areas.	**PRIME**
Tularosa WWTP Ph1 Headworks Improvements	Village of Tularosa	Tularosa, NM WWTP	Matt Thompson/ Bohannan Huston	575-532-8670	$787,000.00	$837,222.53	May 2025-August 2025	88%	**Headworks Replacements**- Bar Screen Replacement to include new concrete structure, FRP stop gate, electrical, coatings, forcemeain and site grading.	**PRIME**
Truth or Consequences Airport-Rehabilitate Terminal Apron-AIP Project No. 3-35-0042; Delta Project No. 22073	City of Truth or Consequences	Truth or Consequences Airport	Cheryl Rodriguez/ Delta Aiport Consultants	505-355-6899	$1,840,000.00	$1,655,064.53	Oct 2024-Jan 2025	81%	**Rehab Apron**-Pavement Removal, Unclassified Excavation, Concrete Pavement, Asphalt Pavement, striping, fencing and fuel tank demo and replacement.	**PRIME**
South Central WWTP Phase 2A	Dona Ana County	La Mesa, NM-South Central WWTP	Matt Thompson/ Bohannan Huston	575-532-8670	$2,820,914.00	$2,989,040.22	July 2024-Aug 2025	68%	**Sludge and Belt Filter System Improvements**- New eqipment install of belt filter system, polymer feed equipment, sludge conveyor equipment, pumps, telescoping valves, Building Foundation, new metal bilding enclosure, electrical, SCADA coatings, evaporative AC to building, water heater to building, replace wash water pressure booster skid.	**PRIME**
NASA/WSTF EMERGENCY GAS REPAIR, Areas 200/800; PO 527300	NASA/WSTF c/o: Sierra Lobo, Inc.	NASA Las Cruces, NM	Arturo Zavala/ Sierra Lobo	575-524-5332	$237,633.00	$202,021.50	November-December 2024	98%	**Gas Line Repair**- 985 LF of 2" and 4" main line, connect to existing line, 5-each services, minor asphalt and concrete remove and replace.	**PRIME**
South Central WWTP Phase 3	Dona Ana County	La Mesa, NM-South Central WWTP	Matt Thompson/ Bohannan Huston	575-532-8670	$3,127,961.00	$3,234,024.06	May 2023-May 2024	84%	**UV System**- Demo existing and install new UV Equipment and Low Profile Cascade Aerator & Effluent Flow Meter. site work and piping, remove biofilter, piping demo, new yard piping install, base course site work, coatings;	**PRIME**
South Valley Service Area Water & Treatment	Lower Rio Grande PWWA	Berino, NM	Matt Thompson/ Bohannan Huston	575-532-8670	$4,540,677.95	$4,701,424.14	January 2022-February 2024	60%	**New Arsenic Treatment Facility**- included new water well, yard piping, site work and pond grading, arsenic equipment install and piping, chemical and chlorination equipment install, sludge handling system, masonry block building for treatment system to include electrical, HVAC, bar joist and decking roof system, overhead doors, SCADA System.	**PRIME**

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LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004
575-526-1178

Name of Project	Customer	Location or Address of Work Performed	Contact Name	Contact Phone Number	Contract Award Amount	Final Price	Dates of Performance	% Complete within Own Forces	Description of Work	Work Performed as Prime or Subcontractor
Sonoma Springs Ave. Extension	City of Las Cruces	Las Cruces, NM	James Moore	575-528-3123	$1,645,602.60	$1,714,773.25	May 2022 to March 2023	89%	**New Roadway-** Clear and Grub (12.78 Acres,)Earthwork to include cut and fill (83,000 CY), Subgrade Prep 8" (9,697 SY), Base Course 8" thick (9,697 SY), Prime Coat and Asphalt Pavement 3-inch Thick (8,388.37); Storm Drain and Rip Rap, New curb & gutter and sidewalk, Including Electrical subcontractor to install street lighting and traffic signals.	**PRIME**
City of Las Cruces Sandhill Sewer Phase II	City of Las Cruces Utilities	Las Cruces	Carl Clark/City Engineer	575-528-3548	$1,433,155.36	$1,481,965.53	2021-April 2022	99%	**New Sewer Main-** 9,875 LF 15" SDR35 Sewer Pipe	**PRIME**
City of Bayard WWTP Sludge Dewatering Facilities	City of Bayard	Bayard, NM WWTP	Joe Trumm	505-681-0637	$1,205,157.04	$ 1,212,125.42	August 2021-December 2022	83%	**New Sludge Dewatering Facility-** CMU building and foundation with roofing and insulation, exhaust fan, heaters, electrical, site piping, new screw press, polymer feed and conveyor equipment install.	**PRIME**
Tashiro Drive Widening; 19-20-101	City of Las Cruces Public Works	Las Cruces, NM	David Sedillo	575-528-3136	$3,367,311.40	$3,798,236.91	October 2020-October 2021	77%	**Roadway Widening and Rehab-** 23,000+ SY of Subgrade prep, base course and asphalt placement to include geo-grid, prime and tack coat. 2,200 LF of 18" to 36" DIA RCP Pipe, 1-double drop inlet, 16-single drop inlets, 10 Precast Storm Drain Manholes, 6' to 14, water, sewer and gas upgrades, 47,000 SF of 4" sidewalk, 9,500 LF of curb and gutter. Subcontractors utilized for street lighting, traffic signal, striping and signage, Landscaping and irrigation and minor chain-link fencing.	**PRIME**
NASA/WSTF Water System Improvements; PO #19T2NS1270	Jacobs Technology, C/O: NASA Johnson Space Center	NASA Las Cruces, NM	Arturo Zavala/Jacobs Technology PM; Engineer: John Montoya/Molzen Corbin	Jacobs: 575-524-5332 Engineer: 575-522-0049	$3,413,768.19	$3,446,984.87	October 2019 to February 2021	64%	**CROSS COUNTRY PIPELINE-**Clear and Grub 4 Acres; 8" PVC Waterline 8340 LF; Jack & Bore 120 LF; Riprap Erosion Control 13.3 CY; Valves and Air/Vacuum Valve. BOOSTER STATION 5 AND TANK 4- Booster Station including piping, building foundation and Metal Building; New Steel Welded Tank 161,000 Gallons, 8-inch PVC Waterline 605 LF; HVAC and Electrical for Building; Rock Excavation.	**PRIME**
Yucca Subdivision Phase 2	JBC Holding Corp	Chaparall, NM	JB Colquitt	575-824-3333	$1,471,936.59	$1,669,361.54	August 2020 to March 2021	99%	**New Subdivision-** Lot Clearing, Earthwork, Cut(15,372 CY) and Fill (12,224 CY), Level Ground (49 Ares), Roadway: Subgrade Prep 16" (37,479 SY), Base Course 6" (37,479 SY), Asphalt-2" and Prime Coat (34,727 SY), Water: 8" C900 Waterline (6,880 LF), 6" C900 Waterline (8,620 LF) and all related items including services.	**PRIME**

MORROW

LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004
575-526-1178

Name of Project	Customer	Location or Address of Work Performed	Contact Name	Contact Phone Number	Contract Award Amount	Final Price	Dates of Performance	% Complete within Own Forces	Description of Work	Work Peformed as Prime or Subcontractor
Dona Ana MDWCA WWTP-District 5 Improvements	Dona Ana MDWCA	Picacho Hills Las Cruces, NM	Engineer: Lilla Reed/Souder, Miller & Assoc. Engineer Owner: Jennifer Horton/ Dona Ana MDWCA	Engineer: 575-647-0799 Owner: 575-526-3491	$3,747,691.76	$4,251,123.20	Nov 2018 - Nov 2020	88%	NEW DISK FILTER & SCREW PRESS-Temporary flow by-pass (include all equipment needed to by-pass WWTP as needed for improvements while maintaining a functioning treatment process, temporary piping and connection to airlines, temporary electrical; Site demolition (include demolition, removal, abandoning of existing utilities, structures, pumping and disposal of sludge and fencing; Site grading (include proper compaction, moisture content needed for proper backfilling for new concrete); Furnish and Install new Selector basin triplex pump system (include lifting guide rails, check valve, floats, control panel to connect to SCADA system, portable hoist); Furnish and Install new 6-inch effluent purple pipe; Furnish and Install new 6-inch isolation plug valve; Furnish and Install new 6-inch sewer force main pipe; Furnish and Install new concrete splitter box (include isolation sluice gate, imbedded steps, aluminum grating, coating, PVC piping to secondary treatment); Furnish and Install new 1-foot wide by 10'-10" tall concrete divider wall inside existing concrete basin; Furnish and Install new 1-foot wide by 10'-10" tall concrete baffle wall inside existing concrete basin; Furnish and Install new concrete Clarifier Channel ; Furnish and Install new Clarifier Channel equipment (include distribution line to clarifiers, slide gates, screen; Furnish and Install new concrete basins for new Clarifier and RAS channel; Furnish and Install new Clarator Model #20400 (include skimmers, walkways, effluent discharge weirs, hydraulic suction hoods, airlifts, effluent piping to Disk	**PRIME**

MORROW

LIST OF REFERENCES

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Las Cruces, NM 88004
575-526-1178

Name of Project	Customer	Location or Address of Work Performed	Contact Name	Contact Phone Number	Contract Award Amount	Final Price	Dates of Performance	% Complete within Own Forces	Description of Work	Work Performed as Prime or Subcontractor
W. Court Ave. Improvements REBID; Project Number 18-19-078	City of Las Cruces Public Works	W Court Ave.- Las Cruces, NM	David Sedillo	575-528-3136	$1,839,921.89	$1,752,283.50	June 2019- June 2020	61%	**Roadway Improvements** to include: Rmv & disp of asphalt(8474 SY), Subgrade Prep(8223.5 SY), Geogrid (8369 SY), Base Course 6" thick (8515 SY), Asphalt Paving 3" thick (6998.50 SY), Rmv & disp of concrete 2"-12" thick all types (18398 SF), New Concrete Sidewalks, Drive pads, ADA Ramps (17583 SF), New Curb & Gutter (3393 LF), Traffic Control and SWPPP Management; Signage & Striping , Storm Drain and Street lighting was performed by various Subcontractors. **Underground Utilities** to include: 4" Gas Improvements (1138 LF), 2" Gas Improvements (132 LF), Relocating meters (5 EA), Customer Side Plumbing (68 LF), 4" C-900 Waterline (54 LF), 6" C-900 Waterline (252 LF), 8-" C-900 Waterline (558 LF), 10" C-900 Waterline (129 LF), various size of water services and connections, New Sewer Manholes (7- EA), 4" Sewer services and connections, 8-30" SDR-35 Sewer Pipe (1742 LF), 6-15" Sewer Caps(3- EA)-Underground utilities performed by Subcontractor.	**PRIME**
Anthony Water & Sanitation District Sonic Lift Station REBID; BEIF NM2230	Anthony Water & Sanitation District	NM-48 Anthony, NM	Jose Terrones/Owner	575-882-3922	$3,850,926.00	$4,724,915.58	August 2018-May 2020	74%	**New Lift Station and Sewer Main Improvements**- 3,517 LF 21-inch Gravity Sewer Line; 3,496 LF of Dewatering(performed by sub); 11-4-foot diam manholes; 1-6-foot diam drop manhole; 2 each-30-inch steel casing Jack & Bore; 6,057 LF 12-inch Force Main for Sewer Service; 1 each-22inch Jack & Bore for 12-inch sewer line; 3 each-2-inch Air Vacuum Valve Stations; Construct Wet Well Lift Station to include Electrical; CMU Masonry Block Building; Electrical and HVAC for building(performed by subs); Site Clearing; Asphalt Removal & Replacement. Coordinated with EPE and EBID to also meet project requirements. Also worked within BNSF ROW and complied with their additional safety standards.	**PRIME**

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LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004
575-526-1178

Name of Project	Customer	Location or Address of Work Performed	Contact Name	Contact Phone Number	Contract Award Amount	Final Price	Dates of Performance	% Complete within Own Forces	Description of Work	Work Performed as Prime or Subcontractor
Jacob Hands Wastewater Treatment Plant, Co-Generator System Installation; 16-17-108	City of Las Cruces	Las Cruces, NM	Carl Clark/City Engineer	575-528-3548	$1,750,246.00	$1,782,626.16	October 2017-January 2019	29%	**Co-Generator Install at WWTP:** 3-generator slabs , 3 radiator slabs, 1-digested meter slab, 1- chiller slab, 1-transformed and control panel slab, 1- gas meter slab, 1-future transformer slab, 1- switch gear & metering slab, 1-PMH style primary switches slab, 1-digester gas piping slab-all formed and poured by Morrow; Electrical & Mechanical Subs demoed old equipment and wired and installed new generator equipment; Masonry Block sub installed block building.	**PRIME**
Eagle Ridge, Highridge, Solarridge Improvements Project Number 17-18-022	City of Las Cruces	Las Cruces, NM	Jimmy Moreno/ City of Las Cruces	575-528-3126	$399,998.04	$420,404.04	March 2018-July 2018	98%	Roadway Improvements consisted of traffic control, 26,000 SY asphalt milling, 8,700 SY compact exist base course, 6,000 SY Type B HMAC 3" Asphalt, adjusting sewer manholes, rmvl and disp of 4-6" concrete sidewalk and curb & gutter; 370 LF curb & gutter, 12- 6" ADA ramps, 300 SF 4" sidewalk, minor landscape gravel replacement, SWPPP. Water Improvements included 1600 LF 8" C900, 3/4" water services, new fire hydrants.	**PRIME**
Lordsburg UPRR Corridor Utilites Relocation; Project Number LDB1709L	City of Lordsburg	Lordsburg, NM	Gary Berg or Victor Nanez Engineer/OEI now Stantec.	575-538-5395	$691,946.00	$881,853.69	November 2017-July 2018	100%	Utility Extension under UPRR Railroad- Flagmen and Coordination with UPRR Railway; Traffic Control; 825 LF 24" Cased Bore; 220 LF 42" Cased Bore; Construct, Operate and fill Bore Pits; 355 LF 10" PVC Sewer Main; 234 LF DIP Gravity Sewer Main; 231 LF 24" PVC Sewer Main with restrained joints; 1,472 LF 4" Poly Gas Line; 3 EA 4" Gas Plug Valves; 650 LF 6" PVC Water Main; 2 EA 6" Gate Valves.	**PRIME**
Lower Mimbres VFD Faywood Substation 40,000 Gallon Fire Water Storage Tank; Bid No. IFB: B-17-02	Grant County	Faywood, NM	Matt Thompson/ Bohannan Huston	575-532-8670	$149,746.00	$148,114.00	January 2018-June 2018	91%	40,000 Gallon Fire Water Storage Tank-6" Base Course Foundation for Galvanized Steel Water Storage Tank with drain, distribution/fill piping, valves and hydrant. Subcontractor performed electrical work to tank.	**PRIME**
City of Deming Cedar Street Pedestrian Facilities Project; CN 1101400, Bid # 18-03	City of Deming	Deming, NM	George Esqueda/OEI now Stantec	575-538-5395	$444,254.80	$425,708.49	March 2018-May 2018	81%	Pedestrian Facilities Improvements- Traffic Control, 200 SY Subgrade Prep and 4" Base Course; 3,150 SY 4" Sidewalk; 450 SY 6" Sidewalk; 860 LF 6x24" Vertical Curb; 120 LF 6" Laydown Curb; Subcontractors performed signage; 670 LF Pedestrian Railing.	**PRIME**

MORROW

LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004
575-526-1178

Name of Project	Customer	Location or Address of Work Performed	Contact Name	Contact Phone Number	Contract Award Amount	Final Price	Dates of Performance	% Complete within Own Forces	Description of Work	Work Performed as Prime or Subcontractor
City of Las Cruces Pavement Replacement 2015 - 2016; Project No. 15-16-152	City of Las Cruces	Las Cruces, NM	James Moore	575-528-3123	$1,588,913.62	$1,722,650.82	August 2016 to June 2017	94%	20 Streets-Roadway Mill, Subgrade Prep, Base Course and Asphalt Pavement. Remove & Replace Curb & Gutter, Sidewalk and ADA Ramps. Approx. 70,000 SY of Milling, Compact Base Course and 3" Asphalt Pavement.	**PRIME**
Rio Valley Onion Site Improvements	Rio Valley Chili	Rincon, NM	Nick and Reina Carson	575-267-4790	$614,438.41	$615,464.42	Mar 2017 to June 2017	100%	Roadway- 592 SY 3" Asphalt, 2467 8" Base Course, 28,681 SY Subgrade Prep. Parking Lot- 1396 SY 3" Asphalt, 1396 SY 6" Base Course, 1396 SY 12" Subgrade Prep. 4,303 SF 4" Sidewalk; 7,022 SF 8" Sidewalk 514 LF Grouted Rip Rap Slope with steps; 20,538 CY Excavation.	**PRIME**
Lordsburg Wastewater System Improvements; Colonias Infrastructure Fund NMFA Project #3175-CIF	City of Lordsburg	Lordsburg, NM	Gary Berg, Engineer/Engineers Inc.	575-538-5395	$518,348.00	$621,266.00	May 2016 to Apr 2017	76%	Installation of 1- New Lift Station; Demo Exist Lift Station, Rehab of Exist Lift Station, Sewage Bypass Pumping, Package duplex wastewater lift station, two (2) grinder pumps 80 GPM at 90 ft TDH with soft start controls, stainless steel slide rails, 2-inch stainless steel discharge lines & manifold, ball type check valves in 72" x 228" FRP basin with 48" x 48" valve, Jib Crane 20' tall mast w/concrete foundation.	**PRIME**
Automatic Meter Read (AMR) Project; USDA Rural Utilities Service New Mexico 14-1629STB	City of Bayard	Bayard, NM	Kristy Ortiz, City Clerk/Owner or Gary Berg, Engineer/Engineers Inc.	Owner- 575-537-3327 Engineer- 575-538-5395	$700,000.00	$775,972.23	May 2016 to Mar 2017	93%	1,100 AMR Installations; Includes Data Collection System Software, 2-AMI Tower with Power & Communication; Water Meter w/Ultrasonic and AMR Transmitter; AMR Antennae, 1,072 Water Meter Boxes; Complete for full System Operation	**PRIME**
Terrace Hills Mobile Home Community Gas and Water Services Rehabilitation; Project No. 15-16-072	City of Las Cruces	Del Rey Blvd. Las Cruces, NM	Jimmy Moreno	575-528-3126	$429,881.00	$402,267.45	Apr 2016 to Mar 2017	76%	4351 LF 2" PE Gas Line; 3455 LF 3/4" PE Gas Service Line; 78- 3/4" Excess Flow Valves and Riser w/Lockwing Valve; 7281.5 LF Customer Side Plumbing; 140 Pressure Tests; 128 Customer Re-Lights; 94- 3/4" Water Service Connections; 2229 LF 3/4" Poly Water Service Line; 94- Angle Valves; 1250 SY of Asphalt Removal and Replacement.	**PRIME**
Elks Drive Widening; Project No. 15-16-069	City of Las Cruces	Elks Drive Las Cruces, NM	William Bass	575-528-3107	$702,556.30	$789,265.75	Feb 2016 to Sept 2016	79%	Roadway Widening, 12,000 SY of Asphalt, Base Course and Subgrade Prep. 2800 LF of Curb & Gutter, 3300 LF of Median Curb & Gutter, 11,400 SF of Sidewalk, striping, signage and traffic control, street lighting, RCP Storm Drain Pipe and Drop Inlets, minor utilities.	**PRIME**
Fairview Water System Improvements	Dona Ana MDWCA	Las Cruces, NM	Lilla Reed/Souder, Miller & Assoc. Engineer	575-647-0799	$1,101,890.00	$1,097,240.25	January 2016- July 2016	99%	Construction and Installation of 7,500 LF of 12; 1,000 LF 8 and 5,000 LF of 6-inch PVC C-900, including all related appurtenances. Completed 7- separate 24-inch Jack & Bores. Pavement Replacement.	**PRIME**

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ORGAN W & SA WATER AND WASTEWATER SYSTEM IMPROVEMENTS PHASE 1 & 2	ORGAN W & SA	ORGAN, NM	DAVE SHIELDS	575-532-8670	$2,051,201.00	$2,309,905.80	2012-2014	90%	34,900 LF of 12" PVC C-900 DR18; 12,300 12" PVC C-900 DR18, including rock Excavation. Completed 11-24-inch Jack & Bores. Concrete & Asphalt Removal and Replacement of Driveways. Furnish & Install 1.6 million gallon steel water storage tank, Furnish & Install Gas Chlorination System, Electrical Building and New Well. Traffic Control Plan and maintenance on Main Highways, and complete open access for duration of project.	**PRIME**
WHITE SAND MISSILE RANGE-RANGE ROAD 5, Section 6A	VENCOR Engineering, LLC	Uprange White Sands Missile Range	Hector Vasquez	575-652-3531	$2,956,048.00	$2,956,048.00	2014	92%	4 MILES MILL EXISTING ROAD, WIDEN ROAD, SUBGRADE, AND PAVE NEW ROAD	**SUB**
Melrose Bombing Range RPR Redhorse LZ	Ideals, Inc.	Melrose, NM	Nick Andrews	575-532-9652	$1,349,794.00	$1,349,794.00	2014	80%	Surface Course Improvements to Landing Strip at Melrose Air Force Range- 131,192 SY Grading Site, 58,060 CY Earth Cut, 63,205 SY 8-inch Subgrade Prep, 63,205 SY 6" Surface Course. 16,00 CY Earth Fill	**SUB**
Well Road	Ideals, Inc.	NASA Las Cruces, NM	Nick Andrews	575-532-9652	$1,188,640.47	$1,205,861.51	2013-2014	93%	3 mile new road development, 62,000 SY subgrade prep, 6" base course, prime oil, 46,985 SY 2" Hot-Mix	**SUB**
BELL ELEMENTARY SCHOOL PARKING IMP. 2013	DEMING PUBLIC SCHOOLS	DEMING, NM	MYLES KRAENZEL	575-523-1310	$56,822.35	$58,373.68	2013	95%	PARKING LOT IMPROVEMENT	**PRIME**
HURLEY ONRT GRAVITY SEWER	TOWN OF HURLEY	HURLEY, NM	LISA KIRKER	575-524-2007	$334,831.00	$334,831.00	2013	55%	1,500 LF of 8" GRAVITY SEWER	**PRIME**
GRIGGS AVENUE 6" SWR MAIN	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-639-3085	$38,953.00	$38,953.00	2013	96%	6" SEWER MAIN	**PRIME**
NMDOT 1100361 -UTILITIES	LA CALERTIA/NMDOT	LAS CRUCES, NM	TOBY VILLALOBOS	575-556-1075	$321,108.00	$321,108.00	2013	98%	REPLACE EXISTING UTILITIES/GAS SEWER/WATER	**SUB**
BAYARD STREET AND DRAINAGE IMPROVEMENTS	CITY OF BAYARD	BAYARD, NM	LISA KIRKER	575-524-2008	$453,550.25	$460,481.98	2013	93%	STREET PAVEMENT AND STROM DRAIN IMPROVEMENTS	**PRIME**
CATRON CO. RANCHO GRANDE ESTATES	CATRON COUNTY	RESERVE, NM	GEORGE ESQUEDA	575-538-5395	$932,305.80	$982,780.33	2013	93%	STREET PAVEMENT AND STROM DRAIN	**PRIME**
WEST MESA WATER PHASE IV- PROJECT 2; PROJECT NO. 11-12-215	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-639-3085	$1,145,500.00	$1,184,027.58	2013	97%	36" Water Main Extension, Highway Bore. Approximately 4,300 LF of 36" Ductile Iron Water Line, including 36" DI fittings, 36" water tie-ins, 3" and 6" combination air and vacuum release station; Pressure Reducing Valve Station; 650 feet 24" Jack & bore; All self-performed.	**PRIME**

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NEW LAS CRUCES HIGH SCHOOL	GERALD MARTIN	LAS CRUCES, NM	TIFFANI LUCERO	(575)522-3140	$2,476,800.00	$6,000,000.00	2009-2011		SITE PREP WORK INCLUSIVE OF EARTHWORK, ALL UNDERGROUND UTILITIES SUCH AS WATER, SEWER, GAS MAINS, DRAINAGE PIPES AND STRUCTURES, MASSIVE EROSION CONTROL/RIPRAP, CURB AND GUTTER, AND APPROX. 60,000 SY OF ASPHALT PAVING. $6M PROJECT OF AN AGGREGATE $100M PROJECT.	**SUB**
DIAZ STREET IMPROVEMENTS	TOWN OF HURLEY	HURLEY, NM	LISA KIRKER	(575)524-2007	$854,000.00	$854,000.00	2010		UTILITIES; PAVING; STREETS	**PRIME**
PLAYAS WASTEWATER LAGOON	NM TECH	PLAYAS, NM	AK KHERA	(575)532-1526	$678,541.00	$691,961.95	2010		WASTEWATER LAGOONS	**PRIME**
WEST MESA WATER PROJECT PHASE IV; PROJECT NO. 09-10-169	CLC	LAS CRUCES, NM	CARL CLARK	575-639-3085	$1,118,669.40	$1,212,333.45	2010		36" WATERLINE-Approximately 7,700 LF of 36" DI Water Line; water tie-ins; 36" butterfly valves; air and vacuum release manholes; PRV Station; Concrete Cut-Off Walls.	**PRIME**
TELSHOR/LOHMAN INTERSECTION IMPROVEMENTS; PROJECT NO. 08-09-610	CLC	LAS CRUCES, NM	DAVID SEDILLO	(575)528-3105	$1,872,000.00	$1,872,000.00	2009		UTILTITES; PAVING; STREETS	**PRIME**
LA MESA	GADSDEN SCHOOLS	DONA ANA COUNTY	GADSDEN SCHOOLS	(575)589-5300	$124,000.00	$124,000.00	2009		EARTHWORK;UTILTIES;PAVING	**PRIME**
ALAMOGORDO-WHITE SANDS AIRPORT		ALAMOGORDO, NM					2009		EXCAVATION, STORM DRAIN	**SUB**
VENTURE DRIVE	CLC	LAS CRUCES, NM	JAMES MOORE	(575)528-3123	$200,000.00	$200,000.00	2009		EARTHWORK;UTILTIES;PAVING	**PRIME**
ARROYO VISTA	Logos Development	LAS CRUCES, NM	CHAD SELLES	(575)650-0260	$737,278.00	$737,278.00	2009		WATERLINE	**PRIME**
CHAPARRAL PHASE 1B	DONA ANA COUNTY	DONA ANA COUNTY	BOHANNAN HUSTON/ DAVE SHIELDS	(575)532-8670	$1,198,000.00	$1,198,000.00	2009		4,500 LF 10" Sewer, 2,500 LF 8" Sewer, 18 foot lift station; included cast in place concrete, jib cranes, deep excavation, submersible sewage pumps, earthwork, utilities, paving, sewer main approximately 18 feet deep.	**PRIME**
JEFFERSON STREET	CLC	LAS CRUCES, NM	CARL CLARK	5755283040	$566,000.00	$566,000.00	2009		EARTHWORK; UTILITIES; PAVING	**PRIME**
SANTA TERESA PARKING LOT	GADSDEN SCHOOLS	DONA ANA COUNTY	GADSDEN SCHOOLS	(575)589-5300	$805,000.00	$805,000.00	2009		EARTHWORK; UTILITES; PAVING	**PRIME**
BUTTERFIELD COMMUNITY CENTER	COUNTY	LAS CRUCES, NM	DONA ANA COUNTY	(575)647-7200	$139,000.00	$139,000.00	2008		EARTHWORK; UTILITES	**PRIME**

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Anton Place Roadway	CITY OF ELEPHANT BUTTE	ELEPHANT BUTTE, NM	CITY CLERK	(575)744-4892	$51,231.20	$51,231.20	2008		PAVING	
Lordsburg Water Sys Imp	CITY OF LORDSBURG	LORDSBURG, NM	LISA KIRKER	(575) 524-2007	$315,363.70	$315,363.70	2008		EARTHWORK; UTILITIES; PAVING	
CHAPARRAL SEWER LINES	DONA ANA COUNTY	DONA ANA COUNTY	JENNIFER YODER	575-532-8670	$2,237,832.00	$2,237,832.00	2007		EARTHWORK; UTILITIES; PAVING	
WEST MESA WATERLINES	CITY OF LAS CRUCES	LAS CRUCES, NM	JASON CLARK	5755283196	$524,462.50	$524,462.50	2007		EARTHWORK; UTILITIES; PAVING	
LOHMAN EXTENSION PHASE V	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-528-3040	$945,000.00	$945,000.00	2007		EARTHWORK; UTILITIES; PAVING	
ENTRADA DE SIERRA	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	575-650-0260	$1,785,000.00	$1,785,000.00	2007		EARTHWORK; UTILITIES; PAVING	
SIERRA NORTE	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	575-650-0260	$2,217,000.00	$2,217,000.00	2007		EARTHWORK; UTILITIES; PAVING	
ZONE #1, PHASE #1	CITY OF LAS CRUCES	LAS CRUCES, NM	BOHANNAN HUSTON/ DAVE SHIELDS	575-532-8670	$2,129,000.00	$2,129,000.00	2007		WATER LINES; WELL	
MONTE SOMBRA	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	575-650-0260	$2,343,349.83	$2,343,349.83	2007		EARTHWORK; UTILITIES; PAVING	
MISSION ESPADA II	ALAMEDA LAND DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	575-650-0260	$545,000.00	$545,000.00	2007		EARTHWORK; UTILITIES; PAVING	
MESILLA, MAY, BOWMAN	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	575-528-3123	$2,700,000.00	$2,700,000.00	2007		EARTHWORK; UTILITIES; PAVING	
RINCON MESA III	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	575-382-8225	$828,968.68	$828,968.68	2007		EARTHWORK; UTILITIES; PAVING	
RINCON MESA II	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	575-382-8225	$834,048.03	$834,048.03	2007		EARTHWORK; UTILITIES; PAVING	
HIGH DESERT PH. I & II	ALAMEDA LAND DEVELOPMENT	LAS CRUCES, NM	DONNIE BRAINARD	575-201-3076	$2,000,000.00	$2,000,000.00	2006		EARTHWORK; UTILITIES; PAVING	
PUEBLO ALAMEDA PH. II	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$1,534,695.00	$1,534,695.00	2006		EARTHWORK; UTILITIES; PAVING	

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VILLAGE OF FLOYD	VILLAGE OF FLOYD	FLOYD, NM	TONI WHITECOTTON	505-478-2585	$425,451.00	$425,451.00	2004		UTILITIES	
RHODES CANYON	BAE SYSTEMS	WSMR, NM	STEPHANIE GAMBOA	505-678-0263	$587,955.00	$587,955.00	2004		LANDFILL	
ORGAN/SUTHERLAND	ORGAN/SUTHERLAND	DONA ANA COUNTY	ROBERT SUTHERLAND	Unavailable	$29,416.00	$29,416.00	2004		EARTHWORK; SITEWORK	
INSTALLATION OF GAS SERVICES	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	505-528-3096	$19,350.00	$19,350.00	2004		INSTALL GAS LINES	
ALBERT SALINAS	ALBERT SALINAS	DONA ANA COUNTY	ALBERT SALINAS	505-882-1040	$25,012.00	$25,012.00	2004		WATERLINE	
CORONADO II	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$768,000.00	$822,000.00	2003-2004		SEWER, GAS, WATER SUBDIVISION WORK, PAVING, CURBING	
CLOVIS ROAD BORE	KELLY CABLE	CLOVIS, NM	MIKE FORD	505-343-1144	$75,000.00	$77,000.00	2003-2004		24" ROAD BORING	
LAS COLINAS 6D	KEN THURSTON	LAS CRUCES, NM	KEN THURSTON	505-382-8225	$730,000.00	$825,000.00	2003		110 UNITS OF EARTHWORK, SEWER,GAS WATER, CURBING & PAVING	
CORONADO I	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$973,000.00	$1,000,000.00	2003		SEWER, GAS, WATER, CURBING & PAVING	
LA MESA	LA MESA MVWCA	DONA ANA COUNTY	SHERRI HOLLIFIELD	505-522-0049	$893,000.00	$1,350,000.00	2003		8-12" WATERLINE; 30 ROAD BOARS	
QUEMADO	VILLAGE OF QUEMADO	QUEMADO, NM	DAWN NALL	505-265-8468	$771,000.00	$972,000.00	2002		36,000 FT. WATER PIPE, 6-10 INCH	
COLUMBUS	VILLAGE OF COLUMBUS	COLUMBUS, NM	GEOGE ESQUEDA	505-538-5395	$400,000.00	$540,000.00	2002		40,000 FT. SEWER PIPE	
NORTH ZONE 2 WATERLINE	CITY OF LAS CRUCES	LAS CRUCES, NM	RICK AREIZA	505-642-1046	$333,000.00	$333,000.00	2001		18" WATER LINE	
GEM MOBILE HOME PARK	ENGINEERING INC.	DONA ANA COUNTY	ENGINEERS INC. - JIM CREEK	505-524-2007	$92,000.00	$92,000.00	2001		MOBILE HOME PARK	
8" GAS LINE	BISHOP CONSTRUCTION	DONA ANA COUNTY	TEDDY BISHOP	Unavailable	$12,000.00	$40,000.00	1999		ROAD BORES	
ROAD BORES AT VADO	BOWER CONSTRUCTION	DONA ANA COUNTY	DALLAS BOWER	505-233-3623	$350,000.00	$12,000.00	1999		ROAD BORES	
BJZ DAIRY SEWER PROJECT	BJZ DAIRY	DONA ANA COUNTY	MCGEE AND ASSOCIATES - MARVIN MCGEE	505-523-9613	$110,000.00	$346,000.00	2000		LIFT STATION, EARTHWORK, PVC PIPING, EXTENSIVE CONCRETE WORK, 130,000 SQ. FT. POLY LEAK LINER FENCING	

Schedule C—Key Individuals *Please find attached

Project Manager	
Name of individual	Warren Morrow
Years of experience as project manager	
Years of experience with this organization	
Number of similar projects as project manager	
Number of similar projects in other positions	

Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent	
Name of individual	Justin Sparks
Years of experience as project superintendent	
Years of experience with this organization	
Number of similar projects as project superintendent	
Number of similar projects in other positions	

Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager	Project Manager & Superintendent share this role		
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager	Project Manager & Superintendent share this role		
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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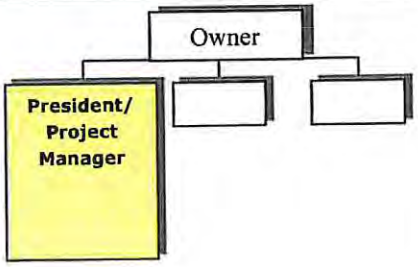
Schedule C—Key Individuals

Project Manager			
Name of Individual		Warren Morrow	
Years of experience as project manager		12 years	
Years of experience with this organization		22+ years	
Number of similar projects as project manager		numerous	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
all current projects		as needed	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jose Terrones	Name	Matthew Thompson
Title/Position	Superintendent	Title/Position	Engineer/PM
Organization	Anthony Water & SD	Organization	Bohannan Huston Inc.
Telephone	575-882-3922	Telephone	575-532-8670
Email	jterrones@awsd.us	Email	mthompson@bhinc.com
Project	Anthoyn Waterline Replacement; Sonic Lift Stn	Project	Tularosa Headworks ; SCWWTP 2A & 3
Candidate's role on project	PM	Candidate's role on project	PM
Project Superintendant			
Name of Individual		Justin Sparks	
Years of experience as project superintendant		23 years	
Years of experience with this organization		33 years	
Number of similar projects as project superintendant		numerous	
Number of similar projects in other positions		numerous	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
NASA Gas Upgrades		50% and until next project commences	
East Mesa Rec Complex ph 2		50% and until next project commences	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Arturo Zavala	Name	Tyler Hopkins
Title/Position	Facilities Branch Manager	Title/Position	Engineer/PM
Organization	Sierra Lobo/NASA/WSTF	Organization	Bohannan Huston Inc.
Telephone	575-524-5288	Telephone	575-532-8670
Email	arturo.zavala@nasa.gov	Email	thopkins@bhinc.com
Project	All NASA Projects	Project	SE Collection IV/DA Village
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Resume – Morrow Enterprises, Inc.

Warren Morrow
Proposed Position

President/ Project Manager



- FEDERAL PROJECTS
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
  - NASA- WSTF
- NMDOT PROJECTS
- MUNICIPAL PROJECTS
- GAS PIPELINE COMPANY PROJECTS
- LAND DEVELOPMENT

Experience Summary

Morrow Enterprises, Inc.
January 2007 to 2012
Project Foreman/Superintendent
Las Cruces

Morrow Enterprises, Inc.
January 2012 to Current
Project Manager/Estimator

President
September 2017 to Current

Morrow Enterprises, Inc.
2003-2007
Laborer/Pipe layer/Equipment Operator
Las Cruces

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- Experience Supervising, Estimating and Managing Heavy Civil Construction Projects.
- Familiar with Job Site Protocol for Federal Projects.
- Life Long Experience in Heavy Civil Construction
- Knowledgeable with OSHA and Safety Standards

CAPABILITIES:

- Offers construction knowledge and design considerations during construction when changes need to be made.
- Project Management
- Subcontractors and Suppliers coordination with project schedule
- Project Scheduling and coordination of crews

Contractor Licensing

- **New Mexico License No. 51154**
  Classifications:
  GA-98, GB-98, GF-98
- **Arizona License No. ROC181433**
  Classification:
  A-1 Engineering
- **High School Graduate**
  Las Cruces High School-2004
- **Undergrad Student**
  NMSU- 2004-2006
  Civil Engineering

Certifications

- OSHA-10

Resume – Morrow Enterprises, Inc.

EXPERIENCE:

- ***Managed and Supervised Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, boring, traffic control.***
  Value of contracts range from $20,000 to $19,000,000+
- Full Quantity Take Offs from Blueprints
- Estimating Project Costs for Pre and Post Projects
- Project Management
- Crew Supervision
- Managing Safety Requirements
- Installing Models for Machine Control
- Operating all Heavy Equipment
- Elevation Control for Earthwork and Pipelines

RESOURCES:

- *Trimble GPS Machine Control*
- *Trimble Project Site Project Management*
- *Microsoft Project Scheduling Program*
- *HCSS Heavy Bid- estimating software*
- *HCSS Heavy Job- job costing software*

Resume – Morrow Enterprises, Inc.

Leonard Morrow
Proposed Position

Owner / Vice President/ Co-Project Manager



- Government Projects
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
  - NASA - WSTF
  - NM DoT Projects
- Municipal Projects
- Gas Pipeline Company Projects
- Land Development

Experience Summary

Morrow Enterprises, Inc.
December 3, 1992-Present
Owner/Operator
Las Cruces, NM

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- 33+ yrs. experience supervising, estimating and managing heavy civil construction projects
- Knowledgeable with job site protocol for federal projects and state projects
- Life long experience in heavy civil construction
- Implementation of OSHA and safety standards

CAPABILITIES:

Managed and Directed:

- Heavy civil construction management and installation of multi-million dollar federal and commercial projects
- Earthwork- excavation, cut and fill
- Underground utilities- water, sewer, natural gas, storm drain
- Large roadway expansions- subgrade, base course, asphalt pavement
- concrete- curb and gutter, structural and flatwork

Knowledge of:

- Major construction design considerations during construction
- Changes and change order management
- Subcontractor and suppliers coordination, scheduling and oversight
- Project scheduling development and control

QUALIFYING EXPERIENCE:

Owner, Vice President and Operations Manager for a heavy civil construction corp. with +-80 multiple skilled employees.

- ***Managed Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, concrete, boring, traffic control. Value of contracts range from $20,000 to $19,000,000+***
- Implementing QC practices and procedures
- Implementing Project Management practices and procedures
- Expanding Equip. Inventory to efficiently complete projects within contract period
- Full Quantity Take Offs from Blueprints
- Estimating Project Costs for Pre and Post Projects
- Crew Supervision
- Oversight of Safety Requirements

Contractor Licensing

- **New Mexico License No. 51154**
  Classifications:
  GA-98, GB-98, GF-98
- **Arizona License No. ROC181433**
  Classification: A-1 Engineering

Education

High School Graduate –
Cliff High School 1975

Certifications

- OSHA Competent Persons
- EPQ Qualified Personnel- SWPPP Inspections
- MSHA Mine Safety Training
- Trench Shore Safety

Resume – Morrow Enterprises, Inc.

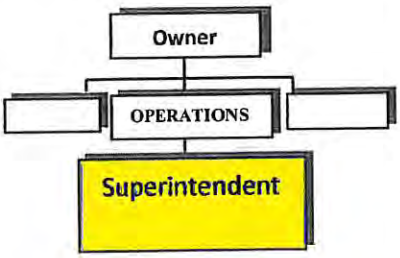
RESOURCES:

- *Trimble GPS Machine Control*
- *Trimble Project Site Project Management*
- *Microsoft Project Scheduling Program*
- *HCSS Heavy Bid- estimating software*
- *HCSS Heavy Job- job costing software*

Resume – Morrow Enterprises, Inc.

Justin Sparks
Proposed Position

General Superintendent
Utilities Superintendent



- FEDERAL PROJECTS
  - NASA- WSTF
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
- MUNICIPAL PROJECTS
  - City
  - County
  - Water & WW Municipalities
- NMDOT PROJECTS
- PRIVATE/ LAND DEVELOPMENT

Experience Summary

Morrow Enterprises, Inc.
1997-2003
Project Foreman/Superintendent
Las Cruces

Morrow Enterprises, Inc.
2003 to Current
General Superintendent
Las Cruces

Morrow Enterprises, Inc.
1993-1997
Equipment Operator
Las Cruces

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- Experience Supervising, Heavy Civil Construction Projects.
- Familiar with Job Site Protocol for Federal Projects.
- Knowledgeable with OSHA and Safety Standards
- Installing and Completing Project Scope within the Contract Amount of Time

CAPABILITIES:

- Offers construction knowledge and design considerations during construction when changes need to be made.
- Subcontractor and Supplier coordination of project scheduling
- Coordination of crews
- Meeting with Project Inspectors, Engineers and Owners to discuss progress and changes if needed
- Clearance of Utility locates and understanding state laws.
- Calculating Field Quantities to submit to Project Manager for Billing

Education

Graduate–Animas High School-1990

Certifications

- ATSSA Certified-Traffic Control Supervisor
- Trench Shore Safety
- Operator Qualification-Natural Gas Excavation
- OSHA Competent Persons
- OSHA-30 for Construction
- Confined Space
- Fall Protection
- First Aid-CPR

Resume – Morrow Enterprises, Inc.

EXPERIENCE:

- ***Supervised Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, concrete, boring, traffic control.***
  Value of contracts range from $20,000 to $19,000,000
- Reading Blueprints to Execute Projects per Specifications
- Crew Supervision
- Managing Safety Requirements
- Operating all Heavy Equipment
- Elevation Control for Earthwork and Pipelines

RESOURCES:

- ***Trimble GPS Machine Control***
- ***Heavy Equipment Machinery***
- ***HCSS- Heavy Job- job costing software***

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment without regard to their race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a copy of this provision of the Contract setting forth the provisions of this nondiscrimination clause.

C. The Contract will, in all solicitations or advertisements for employment placed by or on behalf of the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap.

D. The Contractor will send to each Labor Union or representative of workers with which he has collective bargaining agreements or other Contractors understandings, a notice advising the Labor Union or worker's representative of the Contractor's commitments to comply with all applicable laws and regulations regarding nondiscrimination in employment.

Morrow Enterprises, Inc.
Bidder Company

Warren Morrow
Name of Bidder Warren Morrow

P.O. Box 1747
Las Cuces, NM 88004
Bidder's Address

10-29-2026
Date

AFFIDAVIT OF NON-COLLUSION

I state that I am President (title) of Morrow Enterprises, Inc. (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.
I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) Morrow Enterprises, Inc. (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.
I state that Morrow Enterprises, Inc. (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the **City of Truth or Consequences** in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **City of Truth or Consequences** of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

Morrow Enterprises, Inc./President
(Name of Company/Position)

Sworn to and subscribed before me this 28th day of October 2026

State of New Mexico
Notary Public
Diane Christine Steinweg
Commission # 2000729
Commission Expires: 09/20/2027

Notary Public for New Mexico

My Commission Expires: 09/20/27

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.5

MEETING DATE: November 18, 2026

SUBJECT: Discussion/Update: Cantrell Dam Community Project Kickoff Meeting
DEPARTMENT: Community Development
DATE SUBMITTED: November 13, 2026
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:
The public meeting is scheduled for November 19, 2026, from 4:30 to 5:30 p.m. at the Albert Lyon Event Center, 2953 S. Broadway. The meeting will review the project purpose and planned work, provide updated construction information and anticipated timing, discuss potential impacts, and give residents and property owners an opportunity to ask questions and share concerns. Link in the attachments section provides a project scope as a refresher.

Recommendation:
Discussion and update only – potential quorum notice will be posted so commissioners can attend if they choose

Attachments:

- Public Meeting Notice
- https://www.torcnm.gov/business-development/city-blueprint-capital-projects/cantrell-dam/

-

Fiscal Impact (Finance): **Yes**
Project is funded by NMFA Water Trust Board

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 11-18-26

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

CITY OF TRUTH OR CONSEQUENCES
PUBLIC NOTICE
COMMUNITY PROJECT KICKOFF MEETING

CANTRELL DAM AND DOWNSTREAM DRAINAGE IMPROVEMENTS

The City of Truth or Consequences invites residents, property owners, business owners, and other interested community members to a public kickoff meeting as the Cantrell Dam project moves forward.

Date: November 19, 2026
Time: 4:30pm – 5:30pm
Location: Albert Lyon Event Center -2953 S. Broadway

This meeting will provide an opportunity to revisit the project's purpose and planned improvements, receive updated construction information, and ask questions or share concerns.

The project includes the planned breach of Cantrell Dam and improvements to downstream drainage channels to help manage stormwater and reduce flooding risks affecting Truth or Consequences and neighboring Williamsburg and Sierra County property owners. These improvements are intended to better convey floodwaters and help protect residents, property, and public infrastructure.

Meeting topics will include:

- A refresher on the project's background, purpose, and planned work.
- Updated information on construction activities, anticipated timing, and next steps.
- Potential construction impacts and what nearby residents and property owners can expect.
- An opportunity for public questions, comments, and concerns.

Whether you attended earlier project discussions or are learning about the project for the first time, your participation is welcome. Please join us to learn more about the work ahead and discuss questions important to you and your neighborhood.

For additional information, please contact: talvarez@torcnm.gov or (575) 952-0565

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: H.6

MEETING DATE: November 18, 2026

SUBJECT: Discussion/Action Approval of Employee Contract for the Chief of Police
DEPARTMENT: City Manager
DATE SUBMITTED: November 13, 2026
SUBMITTED BY: Gary Whitehead
WHO WILL PRESENT THE ITEM: Gary Whitehead, City Manager

Summary/Background: The Chief of Police contract is set for renewal every two (2) years. This agreement provides for the employment, terms and responsibilities of the Chief of Police. The agreement has been reviewed by the City Manager and the Chief. Changes have been made to adjust the function and operation. The contract has a new salary level. The Chief of Police has remained a the same salary for the past two(2) years.

Recommendation: Approve the contract as presented to continue employment.

Attachments:

- Contract

Click here to enter text.

Fiscal Impact (Finance): **Yes**
$125,000 from General Fund – Police department budget – salary and benefits

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 11-18-26

POLICE CHIEF EMPLOYMENT CONTRACT

THIS CONTRACT, made and entered into this 21st day of November 2026 by and between the City of Truth or Consequences, hereinafter called *"Employer"* and Luis A. Tavizon hereinafter called *"Employee,"* both of who understand as follows:

RECITALS

WHEREAS, the Employer desires to employ the services of the Employee as the Chief of Police of the City as provided by City Ordinance; and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment, and set working conditions for said Employee; and

WHEREAS, it is the desire of the Employer to 1) secure and retain the services of Employee and to provide an inducement for him to remain in such employment, 2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, 3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and 4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to disability or incapacity or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Chief of Police of said City;

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

I. DUTIES

Employer hereby agrees to employ said Employee as Chief of Police of said Employer to perform the functions and duties specified in State Statute, City Ordinance, and to perform other legally permissible and proper duties and functions as established in the position description hereto attached as Exhibit "A" and other duties as the Employer shall from time-to-time assign.

II. TERM

A. Nothing in the Contract shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in §III, Paragraphs A and B of this Contract.

B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in §III, Paragraph C of this Contract.

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C. The term of this contract will be for a period of two (2) years from the 21st day of November 2026 through the 21st day of November 2028. This Contract may be renewed upon the mutual consent of the parties for up to one (1) additional biennial term.

D. Employee agrees to remain in the exclusive employ of the Employer until the termination of this agreement, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereafter provided.

E. Notwithstanding Paragraph D of this Section, the Employer approves of and shall permit the Chief to earn additional stipends or compensation for teaching, instructing, and otherwise applying his skill set to improve law enforcement across the State of New Mexico, including at any trade school, college, university, or other educational setting, or in any other educational capacity that the Chief determines would be of educational benefit and would promote and benefit the City of Truth or Consequences. The Chief shall be eligible to earn and retain such additional stipends or compensation in addition to the salary and compensation provided in this Contract. The City shall not be responsibility to cover any cost associated with this activity other than salary and approved transportation. However, these potential additional activities are secondary to this contract and the chief understands that such additional activities will not inter fere with his duties under this contract.

III. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the employer after the commencement of this Contract, and before expiration of the aforesaid term of employment, then, in that event, Employer agrees to pay Employee a lump sum cash payment equal to three (3) months' salary; ~~provided, however, that in the event~~ If the Employee is terminated because of his engaging in any illegal act of a serious nature or other conduct detrimental to the City, then in that event, Employer shall have no obligation to pay the aggregate severance pay designated in this paragraph. Should the Employer and Employee mutually agree or the Employee resigns from this position, the Employer shall have no obligation to compensate the employee the aggregate severance.

B. In the event Employer at any time during the term of this Contract, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any provision benefiting Employee herein, or the Employee resigns following a suggestion whether formal or informal, by the Employer that he resign, then in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the severance pay provision.

C. In the event Employee voluntarily resigns his position with Employer before the expiration of the aforesaid term of his employment, then Employee shall give Employer a thirty (30) day notice in advance unless the parties otherwise agree.

IV. SALARY and COMPENSATION

A. Employer agrees to pay Employee for his services rendered pursuant hereto at the rate of one-hundred-two-thousand-five hundred forty-five dollars ($102,545.38), ***(2024- current rate of $95,359.00)***, plus standard employee benefits, payable in installments at the same time as other employees of the Employer are paid.

B. The following provisions of the Truth or Consequences Personnel Policy do not apply to Employee's employment with the City.

i. All provisions related to termination and grievance procedures afforded to City employees;

ii. All provisions relating to compensation and overtime pay (i.e., Employee is a Fair Labor Standards Act exempt employee); and

iii. All provisions related to vacation, sick, and annual leave.

C. As Chief of Police of Truth or Consequences, Employee is entrusted with the discretion to take leave as needed, since he does not accumulate sick and annual leave and performs his functions from locations outside of the office as needed.

D. The Chief shall be eligible to participate and receive retention or training stipends that may be provided through grants or other State of New Mexico and Federal programs. Such stipends must have been made available to the entire department. The Chief shall not be allowed to receive compensation from funding programs which provide revenue to the City of Truth or Consequences that could be used to cover normal salary expenses.

E. The Chief shall receive an annual salary increase consistent with the annual salary increases provided to other employees of the City. Such increase shall follow the City's adopted pay policy and shall be determined using the City's pay calculator. The base for fiscal year 2026-2027 shall be pay grade E5, with thirteen (13) years of experience and a bachelor's degree.

V. PERFORMANCE EVALUATION

A. The Employer shall conduct a formal, complete review and evaluation of the performance of the Employee annually, which shall serve as the basis for any salary increase consistent with the City's adopted pay policy. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to, or deleted from, as the Employer may, from time to time determine, in consultation with

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the Employee. The City Manager, will, as a joint effort compile an evaluation of the employee. The City Manager shall then communicate with the employee and provide him with a copy of the written evaluation.

B. Annually, the Employer and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Employer's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. They shall be generally obtainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In affecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

D. The Chief and the City Manager shall meet monthly to discuss the goals, performance objectives, processes, and progress established pursuant to Paragraph B of this Section. Such goals and performance objectives may be proposed by either the Employer or the Employee.

VI. AUTOMOBILE

Employee's duties require that he shall have the exclusive and unrestricted use, for official business, at all times during his employment with Employer of an automobile provided to him by the Employer. Employer shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

VII. RETIREMENT

Employee, by virtue of his employment, will be required to participate in the State Public Employees Retirement Association program, and payments for Employee will be deducted from his salary, the same as provided to other employees of the City.

VIII. DUES and SUBSCRIPTIONS

Employer agrees to budget as feasible, for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

IX. PROFESSIONAL DEVELOPMENT

A. Employer agrees to budget for and to pay the mileage and per diem expenses of Employee for professional official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and

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other functions for Employer. These events include national, regional, state, and local governmental groups and committees of which the Employee serves as a member, or which would be beneficial to the Employer. The Employee will be paid said expenses pursuant to the City's Travel or Mileage and Per Diem Regulation (As to state policy on the subject, see DFA Rule 92-1).

B. Employer also agrees to budget and pay for mileage and per diem expenses of Employee for courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

X. INDEMNIFICATION

The Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claims or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police, Employer, or its insurer, will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

XI. BONDING

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, ordinance, or policy.

XII. OTHER TERMS and CONDITIONS OF EMPLOYMENT

A. The Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, City Ordinance or any other law.

B. All provisions of City Ordinances, Resolutions, Rules, and Regulations of the Employer relating to vacation, sick leave and other authorized leaves, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist, or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. ~~Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment.~~

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XIII. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Contract reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across the board for all employees of the Employer.

XIV. NOTICES

Notices pursuant to this Contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer

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

Employee

Luis A. Tavizon
22 Arabian Lane
Elephant Butte, NM 87935

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

XV. GENERAL PROVISIONS

A. The text herein shall constitute the entire Contract between the parties.

B. This Contract shall be binding upon, and inure to the benefit of, the heirs at law and executors of Employee.

C. This Contract will be effective commencing the 21st day of November 2026.

D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Signed and executed on this 19th day of November 2026.

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Gary Whitehead, City Manager

Luis A. Tavizon, Employee

Attest:

Approved as to form:

Angela Torres, City Clerk

Jaime F. Rubin, City Attorney

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