



AGENDA

City Commission Meeting

5:00 PM - Thursday, June 11, 2026

City Commission Chambers

City Hall, 215 E. Center, Tucumcari, NM 88401

MEETINGS WILL BE AVAILABLE TO VIEW AT:

<https://www.youtube.com/channel/UCLeFAf5yU0SY4IQPSbSGn9Q>

INVOCATION

PLEDGE OF ALLEGIANCE

1. ROLL CALL

2. CONSIDERATION OF CHANGES OR DELETION TO AGENDA

A. Approval of Agenda

3. PUBLIC COMMENTS

Citizens wanting to speak during this time must sign up prior to the start of the meeting. Public comments is an opportunity for citizens to comment on city concerns; this is not for discussion nor questions or answers. Citizens will be given 3 minutes to speak.

4. CONSENT AGENDA

(The consent agenda is approved by a single motion. Any member of the Commission may request an item be transferred to the regular agenda from the consent without discussion or vote.)

A. Approval of Work Session Notes for May 26, 2026

[City Commission Work Session - 26 May 2026 - Minutes - Pdf](#)

B. Approval of Commission Meeting Minutes for May 28, 2026

[City Commission - 28 May 2026 - Minutes - Pdf](#)

C. Approval of Planning and Zoning Commission Meeting Minutes for January 27, 2026

[Planning and Zoning Commission Minutes January 27, 2026](#)

D. Approval of Lodger's Tax Meeting Minutes for May 6, 2026

[Meeting Minutes May 6, 2026](#)

E. Approval of Cemetery Advisory Board Minutes for May 20, 2026

[Cemetery Advisory Board Meeting - 20 May 2026 - Minutes](#)

5. ADVISORY BOARD LIAISON UPDATES

6. CASEY MACKEY, FIRE CHIEF

A. Discussion and Action regarding a Proclamation Prohibiting Fireworks

[Discussion and Action regarding a Proclamation Prohibiting Fireworks - Pdf](#)

7. JONATHAN BROWN, WATER DEPT. SUPERVISOR

A. Discussion and Action regarding 120Water Subscription for PWS Platform and LCRI Pro Managed Services Package

[Discussion and Action regarding 120Water Subscription for PWS Platform and](#)

[LCRI Pro Managed Services Package - Pdf](#)

8. DARLENE HILES, COMMUNITY DEVELOPMENT DIRECTOR

- A. Discussion and Action regarding **Resolution 2026-20**, ICIP 2028-2032 Project List to submit to DFA for consideration on new Grant Funding
[ICIP 2028-2032 Project List to submit to DFA for consideration on new Grant Funding - Pdf](#)
- B. Discussion and Action regarding Change Order #7 for the Re-use Project at the Wastewater Treatment Plant
[Discussion and Action regarding Change Order #7 for the Re-use Project at the Wastewater Treatment Plant - Pdf](#)

9. STEPHEN SALAS, PUBLIC WORKS DIRECTOR

- A. Discussion and Action regarding paying Invoice to Pacheco's Construction & Trucking for Fence Repair at Landfill
[Discussion and Action regarding paying Invoice to Pacheco's Construction & Trucking for Fence Repair at Landfill - Pdf](#)

10. OLD BUSINESS

- A. Discussion and Action regarding the Request for Renewal of Lease Agreement with Tucumcari/Quay County Chamber of Commerce
[Discussion and Action regarding the Request for Renewal of Lease Agreement with Tucumcari/Quay County Chamber of Commerce - Pdf](#)

11. CLARA REY, SENIOR CENTER

- A. Discussion and Action regarding **Resolution 2026-19**, Approval of 2028-2032 ICIP for Senior Center projects
[Discussion and Action regarding Resolution 2026-19, Approval of 2028-2032 ICIP projects - Pdf](#)

12. NEW BUSINESS

- A. Discussion and Action regarding Independent Contractor Agreement with Brenda Rivali
[Discussion and Action regarding Independent Contractor Agreement with Brenda Rivali - Pdf](#)
- B. Discussion and Action regarding Agreement with Licensed Pharmacist, Carlos Marquez
[Discussion and Action regarding agreement with a licensed pharmacist, Carlos Marquez - Pdf](#)
- C. Discussion and Action regarding Contract for Professional Services with Ronald Chad Carver, M.D.
[Discussion and Action regarding contract for profession services with Ronald Chad Carver, M.D. - Pdf](#)
- D. Discussion and Action regarding Contract for Legal Services with Harwood-Pierpont, Attorneys at Law
[Discussion and Action regarding contract with Harwood-Pierpont, Attorneys at](#)

[Law - Pdf](#)

- E. Discussion and Action regarding Contract for Legal Services with YLAW, P.C.
[Discussion and Action regarding contract with YLAW, P.C. - Pdf](#)
- F. Discussion and Action regarding Boneyard 54, LLC for \$6,417.80 - Lodger's Tax Funding
[Discussion and Action regarding Boneyard 54, LLC for \\$6,417.80 - Lodger's Tax Funding - Pdf](#)
- G. Discussion and Action regarding Boneyard 54, LLC for Convention Center-Lodger's Tax Funding
[Discussion and Action regarding Boneyard 54, LLC for Convention Center-Lodger's Tax Funding - Pdf](#)
- H. Discussion and Possible Action regarding Little League Fields
[Discussion and Possible Action regarding Little League Fields - Pdf](#)
- I. Discussion and Action regarding M & M Golf Funding Application for Golf Carts - Lodger's Tax Funding
[Discussion and Action regarding M & M Golf Funding Application for Golf Carts - Lodger's Tax Funding - Pdf](#)
- J. Discussion and Action regarding the Marketing Proposal from Elliott Marketing
[Discussion and Action regarding the Marketing Proposal from Elliott Marketing - Pdf](#)

13. EXECUTIVE SESSION

- A. Discussion and Possible Action(s) regarding Limited Personnel Matters pertaining to the City Manager, pursuant to Section 10-15-1(H)(2); and Meetings Subject to the Attorney Client Privilege pertaining to Threatened or Pending Litigation in which the public body is or may become a participant, regarding Herman Martinez v City of Tucumcari, and Genae Cone v City of Tucumcari, pursuant to Section 10-15-1(H)(7),

14. C RENEE HAYOZ, CITY MANAGER

- A. City Manager's Report

15. ITEMS FROM COMMISSIONERS

16. ADJOURNMENT

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 meeting, please contact the City Clerk at 575-461-5997 at least five business (5) days prior to the meeting.

**THE NEXT REGULAR COMMISSION MEETING
WILL BE HELD ON JUNE 25, 2026**



City Commission Work Session Notes

12:00 Noon - Tuesday, May 26, 2026

City Commission Chambers 215 E. Center, Tucumcari, NM

The City Commission Work Session of the City of Tucumcari was called to order on Tuesday, May 26, 2026, at 12:00 PM, in the City Commission Chambers.

1 ROLL CALL

Members present constituting a quorum was as follows: Marcella Willis, Mayor; Jerry Lopez, Commissioner; Keith L. Hayes, Commissioner. Commissioner Oglesby and Mayor Pro Tem Brito were absent.

STAFF: C. Renee Hayoz, City Manager; Lorenzo Emillio, Police Chief; Jonathan Brown, Water Superintendent; Derrick Bennett, Assistant Water Superintendent; Darlene Hiles, Community Development Director; Will Sims, Code Enforcement Officer; Kristen Southard, Deputy City Clerk.

2 DISCUSSION ITEMS

- a) **Discussion regarding Sewer Ordinance 1182 for clarification for the replacement during repairs versus new construction** - Mr. Brown and Mr. Bennett addressed the commission on some issues regarding the sewer ordinance. Mr. Brown believes that the homeowner needs to show visual proof that the problem is on the city side and not the homeowner. He would like to know if the break or damage is the city's responsibility before a crew and machinery get to the site unnecessarily.

Mr. Bennett added that on new construction and repair, the homeowner is responsible for installing a backflow preventer and if the homeowner refuses, there needs to be a signed waiver from the homeowner stating they will not be installing a backflow preventer.

It was the consensus of the commission to move forward with updating Ordinance 1182.

- b) **Discussion regarding Water Shut Off Valves and customers getting inside City meter cans** - Mr. Brown stated that right currently the city ordinance says that the customer has to have a water valve installed, but there is no repercussions for them calling multiple times or calling the city manager or anything like that. At this time, there is just a rule stating that the homeowner needs to install a shut-off valve on their side, but there is nothing saying how to enforce it.

Mayor Willis suggested charging a fee every time the water department has to go out and shut the water on or off. If the customer had their own valve, it would cut down on the calls and the overtime.

Commissioner Hayes stated that he believes the city just needs to educate the public. Maybe find a good source of that type of valve with a box that you can get into so the property owner doesn't have to reach so far down.

- c) **Discussion on Updating Zoning ordinances for AirBnB, Tiny Homes, RVParks and Mobile Homes** - Ms. Hiles stated that she would like the commission to look at updating the zoning ordinance to add AirBnB's, Tiny Homes, RV Parks, and Mobile Homes. She specifically would like to discuss AirBnB's because there is an application requesting and AirBnB, single structure, in an R-1 zone. Ms. Hiles added, "I have an addendum, it's just a letter for the AirBnB permit to go through with their business license application. There are some requirements that we would like to adopt.

Ms. Hiles continued, the thing is, it's an R-1 and we want to establish that we do want to have AirBnB businesses in an R-1. Of course, there's going to be multiple structures. The time home could be a structure for short-term rental.

Mayor Willis stated that she likes the permits. I like the ones that were very concise as to how to meet safety concerns for those structures because when you go to a hotel, a hotel has all those safety measures. And if you're renting like a hotel where there's a single family, then you should have the fire, the smoke, and there should be an inspection. There should be exit strategies and head counts.

Ms. Hiles added that there is a stipulation in the permit that the business owner will have 90 days to get into compliance.

Mr. Sims updated the commission and thanked them for the work they did and getting the ordinance updated. He continued, I ran across the request for a hearing but it doesn't state who or where and this is prior to setting a court date. Also, the way I read it, I would issue a citation, the person(s) would have 10 days to correct the issue. If this citation is not corrected within that 10-day period, then I take it to municipal court and make a criminal complaint or the citation.

The commission all agreed that the hearing was not necessary because if the citation was not corrected before 10 days, Mr. Sims would take citation straight to the judge.

- d) **FY27 Budget Update** - Ms. Hayoz stated that she was about 60 to 70% done with the budget. I have just a few more departments and the expenditures and then just put in the general fund revenues and should be done. This is in an excel format because I've done the fiscal year what was budgeted for fiscal year 26, what we've expended for 26, the end of fiscal year 23 and then what the future 27 budget will look like. Ms. Hayoz continued, I am hoping to get that done by the end of work tomorrow, if not, Thursday morning. I did come in this weekend and was able to get a lot done. I didn't have any interruptions, of course, but I will email it to you when finished.

Commissioner Lopez stated, "I know a lot of the publics frustrated to think that why are we taking it out on employees? Why are we laying them off? He continued, "I want the public to understand that the reason the suggestion was because we have a budget that's not approved. So, you have positions that were created under this new budget of 2026 that was never approved. We wanted to build up the workforce. That is the whole reason why we created those positions and added those positions back. It is that we don't have the 2025-2026 budget approved so those positions are not legal and

will not be legal until the budget is actually approved. Also, we are going back to the 2023 budget before those positions were even created and we've got to realize that all the spending has to come to a stop. We can't continue to spend. That goes for training, for purchases, everything.

Commissioner Lopez asked if there was going to be a letter or insert stating that the city will be doing cut-offs and late fees starting June 1, 2026. He is asking because he has been asked from citizens.

Meeting adjourned at 12:53 p.m.

Angelica M. Gray, City Clerk



MINUTES

City Commission Meeting

5:00 PM - Thursday, May 28, 2026

City Commission Chambers 215 E. Center, Tukumcari, NM

The City Commission of the City of Tukumcari was called to order on Thursday, May 28, 2026, at 5:00 PM, in the City Commission Chambers.

INVOCATION

Mr. Rod Stanger blessed the meeting in the absence of Pastor Broom.

PLEDGE OF ALLEGIANCE

Led by Commissioner Lopez

1. ROLL CALL

Members present constituting a quorum was as follows: Marcella Willis, Mayor; Jonathan Brito, Mayor Pro Tem; Jerry Lopez, Commissioner, Barton C. Oglesby, Commissioner; and Keith L. Hayes, Commissioner.

STAFF: C Renee Hayoz, City Manager; Stephen Salas, Public Works Director; Lorenzo Emillio, Police Chief; Linda Gonzalez, Library Director; Darlene Hiles, Community Development Director; Ian Adams, Project Manager; Casey Mackey, Fire Chief; Jonathan Brown, Water Superintendent; Will Sims, Code Enforcement Officer; Tyler Davis, Corporal; Kristen Southard, Deputy City Clerk; and Angelica Gray, City Clerk.

2. CONSIDERATION OF CHANGES OR DELETION TO AGENDA

A. Approval of Agenda - Mayor Pro Tem Brito made a motion to approve the agenda and Commissioner Hayes seconded. Roll Call:

Willis	Brito	Lopez	Oglesby	Hayes
Yes	Yes	Yes	Yes	Yes

3. PUBLIC COMMENTS

Johnna Stanger and Brittany Edwards - Tukumcari Farmer's Market wanted to thank the commission and city for the restrooms and water last summer. It did contribute to sales. They asked that the Farmer's Market has access to water and restrooms again this year and also asked if the city could spray for ants and ticks. The Tukumcari Farmer's Market starts up again on July 11, 2026.

Joanne Thompson - Invited everyone to Apache Gallery in lobby on June 6, 2026 from 4-7 p.m.

Ms. Thompson and Toni Wilson were speaking and she asked that the fireworks would be on 4rd of July. Asked it be reconsidered because of the 250th birthday and Route 66 Centennial.

David Brenner - Sammy Garcia spoke last week and he had some good points. The biggest problem he's seen as a business owner is the lack of licensed contractors in this area. Whatever they can do will be a benefit. Enforcing the rules will not fix the problem.

Mr. Brenner has started an open call to promote tourism. There is a group and he invites any and all to join and help promote Tukumcari. You may contact me directly, I am easy to find. You can call the Roadrunner Motel or find me on social media.

Dorothy Stephens - Ms. Stephen's talked about a carnival or lack of a carnival at the County Fair. This is for the people of Tukumcari. She started a petition and already has over 100 signatures. The kids deserve a carnival.

4. CONSENT AGENDA

(The consent agenda is approved by a single motion. Any member of the Commission may request an item be transferred to the regular agenda from the consent without discussion or vote.)

- A.** Approval of Work Session Notes for May 12, 2026
- B.** Approval of Commission Meeting Minutes for May 14, 2026
- C.** Approval of Cemetery Advisory Board Minutes for April 15, 2026

Mayor Pro Tem Brito made a motion to approve the consent agenda and Commissioner Hayes seconded. Roll Call:

Brito	Lopez	Oglesby	Hayes	Willis
Yes	Yes	Yes	Yes	Yes

5. PROCLAMATIONS, MEMORIALS OR PETITIONS

- A.** Certificate of Appreciation to Cheryl Anderson - Friends of the Tukumcari Animal Shelter
- B.** Certificate of Appreciation to Kathi McClelland from Paws and Claws Animal Rescue of Quay County

6. ADVISORY BOARD LIAISON UPDATES

Mayor Pro Tem Brito - The Tukumcari Library summer reading program begins June 1st. Craft week, and something with Andy Mason on June 8th, then the Tukumcari Fire department at the park on June 12th.

Commissioner Hayes - Same discussion about the cemetery building. It will take some time.

Commissioner Lopez - LTB - he wants it to be known that they are an advisory to the commission not employees or city manager. When these boards meet, it's up to the liaison to bring it back to the commission. The department heads should take it to the city manager.

Commission Lopez stated that maybe there could be a work session to discuss the roles of liaisons regarding advisory boards.

7. LINDA GONZALEZ, LIBRARY DIRECTOR

- A. Governmental Entity Employer Intern Hosting Agreement** - Tucumcari Library - Linda Gonzales presented. Ms. Gonzales received this intern program from the county. It is education at work, funded by the New Mexico Department of Education. We have participated for three years.

For students 14-18 and currently in high school. The city doesn't pay for anything. The NMED also pays for work permits for employees who are younger than 16. The program starts on June 8th.

8. CASEY MACKEY, FIRE CHIEF

- B. Update regarding Local Fires** - Chief Mackey stated, I know there's been a lot of talk about the hydrants here in town. We had a structure fire on May 18th on the 2300 block of Third Street that sparked big conversation on Facebook. However, it's not what the public thought. I want to ensure the public that at no time were we at risk of running out of water. Our city trucks, just our trucks, we have the capability of hauling over 3,000 gallons of water. The way we operate, we get on scene, and we start pumping right away. The next truck coming in, hooks onto a hydrant, brings a hose to that truck to start pumping out of that hydrant. Rarely do we get to the end of just one tank that day.

He continued, yes, there was a dead hydrant on Third and Washington that was the closest one and also a dead hydrant just 300 feet away. However, just across the block on Second Street, there was a brand new hydrant. We never at any point ran out of water. I had paged out district 1 and district 2 for mutual aid. The initial call was multiple structures involved. I didn't want to mess around with that.

Chief Mackey believes they saved that property, it did not burn down to the ground. He also believes the homeowner and the renter are satisfied and grateful they responded the way they did. There was no danger of running out of water.

Chief Mackey stated they have responded to multiple mutual aid fires in the past few weeks. They had crews stay overnight. They have been slammed and he is very proud of his team. He gave a huge shout out to his volunteers.

The Fire Chief put out a burn ban. It is a huge liability they will start the first offense will get a warning, 2nd offense Tucumcari Police Department will start citing residence, which is in an ordinance.

- C. Discussion and Action regarding a Proclamation Prohibiting Fireworks** - Chief Mackey presented. He stated, it was originally discussed that we were going to institute a fireworks ban at this meeting. However, with guidance from the New Mexico Municipal League, to meet the time requirements, it is advised that the proclamation be adopted no sooner than June 5th and no later than June 14th. The proclamation can be rescinded or extended it within a 30-day time period.

Chief Mackey continued, I was hoping we were going to get some more rain this coming week. If we continue getting rain, I don't see an issue with fireworks, however, if this is all we get, it's not enough. Obviously, we're going to go by the national weather on whether we're still in a drought or not. What this will ban will be aerals and not all fireworks. We can only ban aerals.

Mayor Willis asked if we need to put this on hold for this week. Chief Mackey suggested putting on the commission meeting on June 11th and see what the weather does up until that point. He continued, if we haven't got any moisture then it would be my recommendation that we move forward with the ban.

9. JONATHAN BROWN, WATER SUPERINTENDENT

- A. Discussion and Possible Action regarding Water Hydrants and Water Flushing Procedures** - Mayor Willis asked a few questions; What about them? How much are they? How many do we need? How many are broken? What do the colors mean? Mr. Brown stated that at last count was roughly 53 that need to be fully replaced. On average it is about \$4,000 per hydrant. If the fire department is unable to turn off the water, like the one on the corner of Washington and Third, it is a 1955 hydrant. The valve has been broken and it has been on the list before 2019. It has to have a line stop in order to change it. A line stop will cost close to \$15,000.

The color is the flow, green and blue is the best, orange and red is less flow, and black needs to be replaced. Mr. Salas has a list from 2024. Mr. Salas is actively working with Chief Mackey to have him get more testing. Chief Mackey can pay for the testing but not the fire hydrants.

Commissioner Hayes stated that he noticed fire hydrants in the back of the water warehouse. Mr. Brown stated that there were actually 3 but only 1 is new. They have been using the others for parts. Commissioner Hayes stated he was looking to rebuild a fire hydrant to help the city with cost of new ones. He mentioned Mueller in Albertville, Alabama makes all kinds of hydrants. Mr. Brown stated that they are about \$800 higher than Kennedy per hydrant.

Commissioner Lopez stated that he knows exactly what Mr. Brown is going through. It might not even be the hydrant itself but a valve and sometimes those are 10-feet away. He continued, it's an aging infrastructure that Tucumcari has and it has been neglected for far too long.

10. DARLENE HILES, COMMUNITY DEVELOPMENT DIRECTOR

- A. Requesting approval for an AirBnB business License in Residential R-1 Zoning District** - Ms. Hiles stated that the city is receiving a lot of inquires on both AirBnB's and tiny homes. What I would like to start with is adopting an ordinance for short-term rentals that will include AirBnB's and tiny homes and this is for a requirement for the operators to have a business license and a city business license to collect and remit GRT and lodger's tax along with other adopted regulations that you decide on. She continued, what we would like to do from this point is go into tiny homes to have an ordinance for that then update other ordinances.

Ms. Hiles added, what I have today is a business license application for an AirBnB. This is in an R-1 residential zoning district and what I want to do is attach a letter to it that says that the city will issue a license with the understanding that the owner will comply to the ordinance adopted.

Commissioner Lopez made a motion to approve the business license for the AirBnB in an R-1 zoning district and Mayor Pro Tem Brito seconded. Roll Call:

Brito	Lopez	Oglesby	Hayes	Willis
Yes	Yes	Yes	Yes	Yes

- B. KOA/East Route 66 Lift Station Change order 2** - Mr. Adams stated, tonight I am bringing forward a change order for the East Route 66 lift station project. It has been previously approved by this commission. This change order is for when the contractor got out there to do the work, they encountered a canal that has 4-feet of water in it. This is just a drainage canal and not part of Arch Hurley. What we are wanted to do is a jack and bore. This will add a cost of \$50,000 and won't add any time to the project. Also, this is funded through the SLFRF funding so it won't cost the city any more money. The funding source is already in place so we're just asking for approval.

Commissioner Hayes asked if Mr. Adams had the original contract because he was told that originally that lift station was to be financed. Mr. Adams stated that he cannot speak to the original terms as far as financing. He continued to let the commission know that this is the second portion that has had a change order prior for the East Route 66 lift station. Commissioner Hayes asked to look and find out why things have changed. Mr. Salas stated that it is public infrastructure at the end of the day and it was a grant that was written through the funding and as Mr. Adams stated, this will not cost the city any money.

Commissioner Lopez made a motion to approve Change Order #2 and Mayor Pro Tem Brito seconded. Roll Call:

Lopez	Oglesby	Hayes	Willis	Brito
Yes	Yes	Yes	Yes	Yes

- C. Discussion and Action regarding the Supplemental Agreement between the City of Tucumcari and the United States of America, Federal Aviation Administration** - Mr. Sewell stated that he was not at commission to ask for money but to accept some. The airport has an equipment room that is loaded with FAA navigational equipment. The city leases the room to the FAA for \$1,518 a year. The lease expired at the end of September 2025 and the FAA wants to extend it to a 20-year lease.

Commissioner Lopez made a motion to accept the agreement between the City of Tucumcari and the United States of America, Federal Aviation Administration and Mayor Pro Tem Brito seconded. Roll Call:

Oglesby	Hayes	Willis	Brito	Lopez
Yes	Yes	Yes	Yes	Yes

- D. Update on Code Enforcement as to How New Ordinance Procedures are Working** - Mr. Sims began by thanking the commission on all the work they did on the new

ordinance. He continued, I have an opportunity today to address an issue that I've been dealing with for several months and because of a small tweak in the ordinance, I was able to go ahead and write a letter and get a 10-day notice out. It has kind of given us a new start. He added, we have done a lot for the City of Tucumcari as far as cleaning it up but there's a lot to go.

Mr. Sims stated that he has been in touch with CID because we have a lot of people building here that are not builders. They are not licensed through the State and not permitting their jobs. We are getting complaints from our licensed contractors in the city that have city licenses. The local, licensed contractors are losing out on work because they are going about it the right way.

11. **STEPHEN SALAS, PUBLIC WORKS DIRECTOR**

- A. Discussion and Action regarding FEMA Hazard Mitigation Program** - Mr. Salas stated that he has been in front of this commission and asked approval to apply for this grant. He added, we have been approved with a 75-25% match to get the grant and our local share would be \$161,995.25, but I wrote it in such a way to where we are going to have a lot of in-kind which includes myself, Renee, Darlene, Ian and so forth. I am foreseeing that the 25% match is going to drop to at least 15% which comes out to about \$100,000 of local funds.

Commissioner Lopez made a motion to approve the 75-25% match with in-kind and Mayor Pro Tem Brito seconded. Roll Call:

Hayes	Willis	Brito	Lopez	Oglesby
Yes	Yes	Yes	Yes	Yes

12. **ANGELICA GRAY, CITY CLERK/CPO**

- A. Updates regarding Request for Proposals (RFP) for Professional Financial Services and Legal Services** - Ms. Gray stated that both RFP's have been advertised with a due date of June 11th. I will need a special commission meeting on June 16th so that I can submit the evaluation committee's recommendation. If everything goes as planned, those agreements will come to the commission on June 25, 2026.

13. **ORDINANCES & RESOLUTIONS**

- A. Discussion and Action regarding Resolution 2026-18, Participation in the Programs of the Eastern Plains Council of Governments for FY27** - Ms. Hayoz stated that the resolution presented is an annual resolution that we do as we participate with council governments. We make a representative and an alternate so that we can vote on important issues that pertain to the city. Ms. Hayoz continued, historically it's been manager primary and mayor alternate.

Commissioner Lopez made a motion to make the city manager the primary and the mayor the secondary and Mayor Pro Tem Brito seconded. Roll Call:

Willis	Brito	Lopez	Oglesby	Hayes
Yes	Yes	Yes	Yes	Yes

- B. Discussion and Action regarding the **First Reading for Ordinance 1183**, An Ordinance Amending Ordinance 1182 and Section 13.08 pertaining to Public Services for Sewer Use with the City of Tucumcari - The discussion is that the property owner will have to show some sort of proof that the sewer is not flowing into the alley. This will prove who will be responsible, the city or the property owner.

Commissioner Lopez made a motion to table until the next commission meeting to get clarification on the language and Mayor Pro Tem Brito seconded. Roll Call:

Brito	Lopez	Oglesby	Hayes	Willis
Yes	Yes	Yes	Yes	Yes

14. OLD BUSINESS

- A. **Discussion and Action regarding the Amendment to Renewal Leases with the Lamar Companies** - There has been some negotiation with Lamar but the commission would like to see a map of where the billboards are located.

Commissioner Lopez made a motion to table the Lamar contract and Mayor Pro Tem Brito seconded. Roll Call:

Lopez	Oglesby	Hayes	Willis	Brito
Yes	Yes	Yes	Yes	Yes

15. NEW BUSINESS

- A. **Discussion and Action regarding the Request for Renewal of Lease Agreement with Tucumcari/Quay County Chamber of Commerce** - The lease expires May 26th, 2026.

There was a brief discussion between the commissioners and members of the Quay County Chamber of Commerce. There were no decisions made.

Commissioner Lopez made a motion to discuss during a work session on June 9, 2026, and Mayor Pro Tem Brito seconded. Roll Call:

Oglesby	Hayes	Willis	Brito	Lopez
Yes	Yes	Yes	Yes	Yes

- B. **Discussion and Action regarding Elks Lodge Proposal for Fireworks Display - Lodger's Tax Funding** - Commissioner Lopez made a motion to accept recommendation from the executive side of lodger's tax and Mayor Pro Tem Brito seconded. Roll Call:

Hayes	Willis	Brito	Lopez	Oglesby
Yes	Yes	Yes	Yes	Yes

- C. **Discussion and Action regarding Mesalands Dinosaur Museum Billboards - Lodger's Tax Funding** - Commissioner Lopez made a motion to accept 1 billboard from promotional and 2 billboards from executive lodger's tax and Mayor Pro Tem Brito seconded. Roll Call:

Willis	Brito	Lopez	Oglesby	Hayes
Yes	Yes	Yes	Yes	Yes

- D. Discussion and Action regarding The Lobby Gallery @ Apache Motel - Joanne Thompson - Lodger's Tax Funding - Joanne Thompson spoke to the commission. She disagrees with the reasoning behind the no funding.

There was no motion made on this item.

- E. **Discussion and Action regarding Tukumcari Alumni Association** - Rattler Reunion - Lodger's Tax Funding - Commissioner Lopez made a motion to accept the recommendation regarding Tukumcari Alumni Association (Rattler Reunion) and Mayor Pro Tem Brito seconded. Roll Call:

Lopez	Oglesby	Hayes	Willis	Brito
Yes	Yes	Yes	Yes	Yes

- F. **Discussion and Action regarding Tukumcari Mainstreet - Fired Up and Car Show** - Lodger's Tax Funding - Commissioner Lopez made a motion to accept the application regarding Tukumcari Mainstreet Fired Up and Car Show and Mayor Pro Tem Brito seconded. Roll Call:

Oglesby	Hayes	Willis	Brito	Lopez
Yes	Yes	Yes	Yes	Yes

- G. **Discussion and Action regarding Tukumcari Route 66 Festival - Stormi Sena - Lodger's Tax Funding** - Commissioner Lopez made a motion to accept the recommendation for Tukumcari Route 66 Festival and Mayor Pro Tem Brito seconded. Roll Call:

Hayes	Willis	Brito	Lopez	Oglesby
Yes	Yes	Yes	Yes	Yes

16. C RENEE HAYOZ, CITY MANAGER

- A. **Discussion and Action regarding FY27 Budget** - Ms. Hayoz stated that she is about 90% done with the budget. When it is done, she will email and provide a hard colored copy as well.

- B. **City Manager's Report** - Ms. Hayoz stated that she had a phone call with TKM. We are looking at doing an exit conference the first week in June.

Colonial was on-site at the convention center to help employees with benefits.

There was also a defensive driving class being held at the convention center.

I would like to give a big shout out to Lorraine Romo, Chief Emillio, Alyssa Sena, and Bo Wallace for their participation and assistance while Travelers Insurance was on site doing an audit review of the city. There were only 4 or 5 findings and they were minor.

Commissioner Hayes - No questions just thank you and good job.

Commissioner Oglesby had nothing.
Commissioner Lopez had nothing.

17. ITEMS FROM COMMISSIONERS

Commissioner Hayes stated that in Santa Fe they had money to commit to fire hydrants but put \$300,00 in the golf course.

Commissioner Oglesby would like to hand out certificates of appreciation to the volunteer fire fighters and would like to give them kudos for keeping us safe responding and taking on that volunteer role.

Commissioner Oglesby also stated that Tucumcari doing the fireworks on July 3 is not ok but all we do is fireworks. Logan has a whole event. We are the followers and we need to be the leader at some point.

Commissioner Oglesby also addressed Mr. Brenner's issue. He stated, Mr. Brenner, you talked about getting electricians, builders, and stuff like that. Dr. Moss was here in the back earlier and they don't have the building trades at Mesalands anymore. I think go and speaking to the college would be more beneficial.

Commissioner Oglesby asked about the swimming pool hours. Is there going to be at least one weekend day? We've got to think about the kids and mother's that have their kids, babysitting the kids while they are work during the summer. Not all kids are able to go to the pool during this time. We've got to have a weekend open for these families that work all week. Also the recreation center, the dates and times are wrong online and that kind of stirs people. We did not have a quorum at the last rec board meeting. I think we need to reorganize the board with the new members that came on.

18. ADJOURNMENT

Meeting Adjourned at 8:04 p.m.

Marcella Willis, Mayor

Angelica M. Gray, City Clerk

City of Tukumcari
Planning & Zoning Commission
January 27, 2026

The Tukumcari Planning & Zoning Commission met for a regular meeting on January 27, 2026, at the Community Development Building Meeting Room.

Member Present: David Absher, Michael Carlson, Tonya Rigdon, and Kathleen Handy

Staff Present: Yvonne Curley

Public Present: No Public was Present

Meeting was called to order at 5:15 p.m.

Roll Call for Attendance

Absher	Carlson	Rigdon	Handy
Yes	Yes	Yes	Yes

Considerations of Changes or Deletions to the Agenda

No changes or deletions

Mrs. Rigdon made a motion to accept the agenda for January 27, 2026. The motion was seconded by Ms. Handy.

Roll Call for Voting to Accept Agenda

Absher	Carlson	Rigdon	Handy
Yes	Yes	Yes	Yes

The motion was unanimously carried.

The January 27, 2026 agenda has been accepted.

Open Public Hearing

Work Items

Considerations of Changes or Deletions to the Minutes

Mr. Carlson motioned to approve the October 2025 minutes. The motion was seconded by Mr. Absher.

Roll Call for Voting to Accept October 2025 Minutes

Absher	Carlson	Rigdon	Handy
Yes	Yes	Yes	Yes

The motion was unanimously carried.

The October 28, 2025 planning and zoning minutes.

Variance Application 2025-12

Yvonne read summary of application.

Mr. Absher asked for any comments on the application.

Mr. Carlson asked if there was any opposition or agreeance for the Application.

Yvonne stated that for the December Meeting where no quorum was met, the public members that attended said they were neighbors of the applicant and asked about how a carport would get approved in their area. They also stated they had no opposition to the carport for the applicant.

Mr. Absher stated that changes to the ordinance setbacks we still being worked on but at this point, the neighbor would also have to apply for a variance.

Ms. Rigdon asked for clarification on where the carport was going to be.

Mr. Absher stated the carport was located on the backside of the house toward the alley. The structure is already up but was stopped at a midpoint because no permit was applied for and the setbacks were not followed.

Mr. Carlson stated that this is another one of many that involves the outdated setback ordinance.

Mr. Absher stated that he didn't see any safety hazards and the alley has enough room for utilities if they need it.

Yvonne stated that Community Development didn't have any issues with the structure.

Mr. Carlson motioned to approve the Variance. Mrs. Rigdon seconded the motion.

Roll Call for Voting to Pass the Variance 2025-12

Absher	Carlson	Rigdon	Handy
Yes	Yes	Yes	Yes

Variance 2025-12 has been approved.

Mr. Carlson made a motion to close the public hearing. Ms. Handy seconded the motion.

Roll Call for Voting to Close the Public Hearing

Absher	Carlson	Rigdon	Handy
Yes	Yes	Yes	Yes

Meeting was close at 5:23 p.m.

Open Public Meeting at 5:30 p.m.

Items from the Public

No public was present.

Items from the Staff

Yvonne had no items.

Items from Commissioners

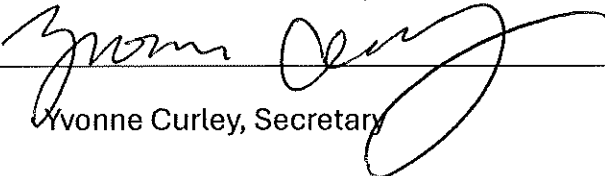
No items to discuss.

Mr. Carlson motioned to adjourn the meeting. Ms. Handy seconded the motion.

Meeting adjourned at 5:32p.m.

Approved By: 

William "David" Absher, Chair

Transcribed By: 
Yvonne Curley, Secretary

Acknowledged By: _____

Marcy Wills, Mayor

City of Tucumcari Lodgers' Tax Board

Meeting Minutes

May 6th, 2026

1. Call to order 09:01AM
2. Roll Call. AL Patel, Matt Bednorz, Lila Doughty, Tonya Rigdon. Joanne Thompson absent.
3. Approval of agenda, motion AL second Lila, All in favor.
4. Approval of meeting minutes: motion Tonya second Lila, All in favor.
5. Public comments. Charlie with Gold course: He would like to put in for LTB funds.
 - a. AL: I would like to see rack cards for golf course at hotels and other visitor places.
 - b. Joanne: Rental on gold clubs.
6. Presentations
 - a. Joanne. October 10th and 11th art gallery event and cost for building mural.
 - i. AL: I hope you have all the legal documents ready for murals.
 - ii. Motion Tonya Second None. Motion failed due lack of second.
 - b. Boneyard: Matt: Producer would like free rental on convention center as it's a free event for all. Motion Lila Second Tonya. All in favor, contingent on legal discussion on bar.
7. Budget: LTB budget approved and sent to city commission for final approval
8. Marketing Firm: No questions.
 - a. Report on marketing.
 - b. Go route 66 app is online.
9. City: None
10. Board: None.
11. Adjournment 11:00 am

Chairperson: Matt Bednorz



6-3-2026

Mayor: _____



MINUTES

Cemetery Advisory Board Meeting Meeting

11:00 AM - Wednesday, May 20, 2026

City Commission Chambers 215 E. Center, Tatum, NM

The Cemetery Advisory Board Meeting of the City of Tatum was called to order on Wednesday, May 20, 2026, at 11:00 AM, in the City Commission Chambers.

1. ROLL CALL

Members present constituting a quorum was as follows: Kathleen Handy, C.J. Wiegel, and T.J. Riddle

STAFF: Darlene Hiles, Community Development Director; and Kristen Southard, Deputy City Clerk

2. CONSIDERATION OF CHANGES OR DELETION TO AGENDA

- A. **Approval of Agenda** - Mr. Wiegel made a motion to approve the agenda and Ms. Riddle seconded. Roll Call:

All in Favor

3. CONSENT AGENDA

(The consent agenda is approved by a single motion. Any member of the Commission may request an item be transferred to the regular agenda from the consent without discussion or vote.)

- A. **Approval of Minutes for April 15, 2026** - Mr. Wiegel made a motion to approve the consent agenda and Ms. Riddle seconded. Roll Call:

All in Favor

4. BIDS & CONTRACTS

- A. **Discussion and Approval of quote for fixing the Jesus Statue** - Mr. Wiegel made a motion to approve the quote for work on the Jesus Statue and Ms. Riddle seconded. Roll Call:

All in Favor

5. OLD BUSINESS

- A. **Update from Darlene Hiles on new building design and cost** - Ms. Hiles presented new quotes for a building. Ms. Riddle mentioned maybe a new facade on the old building, take out garage door and possibly paint a mural on the old building.

Ms. Hiles has already spoken to Lopez plumbing out of Clovis. Ms. Handy asked if

Cemetery Advisory Board Meeting Minutes for May 20, 2026

the county could be the fiscal agent for a cemetery project. Ms. Hiles will be looking at CES, WWRC, or Griego & Son's. She also will look at asbestos removal in the old building if the city decides to do a remodel. Mr. Wiegel stated that we would need an engineer's opinion on sewer if a new building is installed. The old building will need upgraded ADA restrooms, it has 3 desks, and a small conference room (a small table will be needed).

B. Update from Luciano Montano on sprinkler pump- Luciano was absent

6. ADJOURNMENT

Meeting adjourned at 11:47 a.m.

7. CITY MANAGER'S REPORT

Ms. Hayoz was not present

City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026
Presenter: Casey Mackey
Staff Contact: Casey Mackey, Fire Chief
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding a Proclamation Prohibiting Fireworks

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Proclamation Fireworks 2026](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 04 Jun
2026
Approved
- 03 Jun
2026

**CITY OF TUCUMCARI
PROCLAMATION**

WHEREAS: The governing body of the City of Tucumcari has obtained information and forecasts from the National Weather Service concerning drought indices; and

WHEREAS: The governing body of the City of Tucumcari has obtained information and forecasts from the United States Forest Service concerning drought indices; and

WHEREAS: The governing body of the City of Tucumcari held a commission meeting on June 11, 2026, to determine whether the City of Tucumcari is affected by extreme or severe drought conditions and whether fireworks restrictions should be imposed within the municipal boundaries of the City; and

WHEREAS: The governing body made certain findings of fact based upon information provided during the public hearing; and

WHEREAS: One of the findings of the governing body was that the City was affected by extreme or severe drought conditions based on current drought indices published by the National Weather Service and other information supplied by the United States Forest Service;

**NOW THEREFORE, BE IT PROCLAIMED BY THE
GOVERNING BODY OF THE CITY OF TUCUMCARI:**

Section 1: Extreme or severe drought conditions exist within the municipal boundaries of the City of Tucumcari.

Section 2: Pursuant to ordinance enacted pursuant to Section 60-2C-8.1 NMSA 1978, the sale and use within the municipal boundaries of the City of Tucumcari of missile-type rockets, helicopters, aerial spinners and stick-type rockets is prohibited by this Proclamation.

Section 3: The governing body is authorized by ordinance to limit the use of otherwise permissible fireworks to areas that are paved, barren or areas that have a readily accessible source of water; it does not find it necessary to do so at this time.

Section 4: The governing body is authorized by ordinance to prohibit or restrict the sale or use of display fireworks; it does not find it necessary to do so at this time, provided the seller and user are in compliance with city ordinance and/or state statutes concerning the sale and use of such devices and permits therefore.

Section 5: This Proclamation is effective for a period of thirty days from this date unless a subsequent Proclamation is issued by the governing body.

Approved this 11th day of June 2026.

Marcella Willis, *Mayor*

ATTEST:

Angelica M. Gray, City Clerk

City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026
Presenter: Jonathan Brown
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding 120Water Subscription for PWS Platform and LCRI Pro Managed Services Package

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[120water 3yr w-discount](#)
[120water 1yr w.o-discount](#)
[120water 1yr w-discount](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 05 Jun
2026
Approved
- 05 Jun
2026



3 year - EBR - Renewal 2026 - City Of Tucumcari - NM

Customer - Tucumcari Water System - NM

302 West Center Street

Tucumcari, NM 88401

United States

Reference: 20260519-133754898

Quote created: May 19, 2026

Quote expires: August 17, 2026

Quote created by: Sydni Montgomery

Commercial Account Manager

sydni.montgomery@120water.com

Jonathan Brown

water@cityoftucumcari.com

5754613923

Comments from Sydni

Products & Services

Item & Description	Quantity	Unit Price	Term	Total
PWS Platform Full PWS application with Inventory, Program and Event Management, Workflows, Communications, and PTD. Includes 120Water Academy access and course credits.	1	\$12,240.00 /year	36	\$10,904.00 /year after \$1,336.00 discount for 3 years

Item & Description	Quantity	Unit Price	Term	Total
<p>LCRI Pro Managed Services Package</p> <p>Coaching and guidance across the LCRI compliance journey, including quarterly readiness planning with Account Manager, inventory building activities, and communications support. NOTE: Inventory Material Classifications are the responsibility of the water system, but we will work together to identify best practices for identifying those materials.</p>	1	\$5,000.00 /year	36	\$5,000.00 /year for 3 years
Annual subtotal				\$15,904.00 after \$1,356.00 discount
Total				\$15,904.00
Total contract value				\$47,712.00

Purchase terms

The renewal of your subscription has a start date of 9/5/2026 and will run through 9/4/2029. An amount of \$15,904 will be invoiced annually starting on 9/5/2026 and fees will be due Net 30 from the invoice date.

Letters reflected on this quote/Order Form are subject to overage fees. If the number of sheets purchased is exceeded after content is created, a change order will be issued for the overages detailing the difference in price based on the rate card below.

Rate Card	
First Class Delivery	
Letter Type	Unit Price
First Class Letter - 2 sheets - Color	\$1.76
First Class Letter - 2 sheets - Black and White	\$1.70
First Class Letter - 3-6 sheets - Color	\$3.17
First Class Letter - 3-6 sheets - Black and White	\$2.12
First Class Letter - 7-10 Sheets - Color	\$9.53
Standard Delivery	
Letter Type	Unit Price
Standard Letter - 2 sheets - Color	\$1.43
Standard Letter - 2 sheets - Black and White	\$1.34
Standard Letter - 3-6 sheets - Color	\$2.84
Standard Letter - 3-6 sheets - Black and White	\$1.77
Certified Delivery	
Letter Type	Unit Price
Certified Letter - 3 sheets - Color	\$13.07
Certified Letter - 4-6 sheets - Color	\$14.16
Certified Letter - 7-8 sheets - Color	\$18.87

This Order Form, together with the Master Services Agreement, available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized words not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

For Order Form including Products

Unused Products purchased in this Order Form, **including Unused Products purchased prior to the execution of this Order Form**, shall not roll forward to the next Subscription Term unless Customer pays an Inventory Holding Fee of twenty percent (20%) of the purchase price of the Unused Products. This fee shall appear as a separate line item on the Order Form for the next Subscription Term. If Customer does not wish to roll forward Unused Products, such Products will be deemed returned to 120Water and no refund will be provided.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Sydni Montgomery
Commercial Account Manager
sydni.montgomery@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US



120Water

1 year - EBR - Renewal 2026 - City Of Tucumcari - NM

Customer - Tucumcari Water System - NM

302 West Center Street

Tucumcari, NM 88401

United States

Reference: 20260519-134327217

Quote created: May 19, 2026

Quote expires: August 17, 2026

Quote created by: Sydni Montgomery

Commercial Account Manager

sydni.montgomery@120water.com

Jonathan Brown

water@cityoftucumcari.com

5754613923

Comments from Sydni

Products & Services

Item & Description	Quantity	Unit Price	Term	Total
PWS Platform Full PWS application with Inventory, Program and Event Management, Workflows, Communications, and PTD. Includes 120Water Academy access and course credits.	1	\$12,240.00 /year	12	\$12,240.00 /year for 1 year

Item & Description	Quantity	Unit Price	Term	Total
LCRI Pro Managed Services Package Coaching and guidance across the LCRI compliance journey, including quarterly readiness planning with Account Manager, inventory building activities, and communications support. NOTE: Inventory Material Classifications are the responsibility of the water system, but we will work together to identify best practices for identifying those materials.	1	\$5,000.00 /year	12	\$5,000.00 /year for 1 year
Annual subtotal				\$17,240.00
Total				\$17,240.00
Total contract value				\$17,240.00

Purchase terms

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Standard Letter - 3-6 sheets - Black and White	\$1.77
Certified Delivery	
Letter Type	Unit Price
Certified Letter - 3 sheets - Color	\$13.07
Certified Letter - 4-6 sheets - Color	\$14.16
Certified Letter - 7-8 sheets - Color	\$18.87

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Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Sydni Montgomery
Commercial Account Manager
sydni.montgomery@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US



1 year - EBR - Renewal 2026 - City Of Tucumcari - NM

Customer - Tucumcari Water System - NM
 302 West Center Street
 Tucumcari, NM 88401
 United States

Jonathan Brown
 water@cityoftucumcari.com
 5754613923

Reference: 20260519-134327217
 Quote created: May 19, 2026
 Quote expires: August 17, 2026
 Quote created by: Sydni Montgomery
 Commercial Account Manager
 sydni.montgomery@120water.com

Comments from Sydni

Products & Services

Item & Description	Quantity	Unit Price	Term	Total
PWS Platform Full PWS application with Inventory, Program and Event Management, Workflows, Communications, and PTD. Includes 120Water Academy access and course credits.	1	\$12,240.00 /year	12	\$11,787.00 /year after \$453.00 discount for 1 year

Item & Description	Quantity	Unit Price	Term	Total
LCRI Pro Managed Services Package Coaching and guidance across the LCRI compliance journey, including quarterly readiness planning with Account Manager, inventory building activities, and communications support. NOTE: Inventory Material Classifications are the responsibility of the water system, but we will work together to identify best practices for identifying those materials.	1	\$5,000.00 /year	12	\$5,000.00 /year for 1 year
Annual subtotal				\$16,787.00
				after \$453.00 discount
Total				\$16,787.00
Total contract value				\$16,787.00

Purchase terms

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Letter Type	Unit Price
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Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me

Sydni Montgomery
Commercial Account Manager
sydni.montgomery@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US



City Commission AGENDA ITEM FORM

Meeting: City Commission - 11 Jun 2026
Presenter: Darlene Hiles
Staff Contact: Darlene Hiles, Project Manager 2 projectmgr2@cityoftucumcari.com
Form Purpose: Action Item **Number of Originals Needed, including City Hall:** 3
Form Type: Resolution No. 2026-20

TITLE:

Discussion and Action regarding Resolution 2026-20, ICIP 2028-2032 Project List to submit to DFA for consideration on new Grant Funding

SUMMARY:

ICIP 2028-2032 Project List to submit to DFA for consideration on new Grant Funding due July 1, 2026

BUDGET INFORMATION:

Budgeted Amount: 0.00	Available Amount: 0.00	Expenditure Amount: 0.00
------------------------------	-------------------------------	---------------------------------

ATTACHMENTS:

[Resolution ICIP FY2028-FY2032 6-11-26](#)
[ICIP 2028-2032 Project List](#)

Reviewed by:
Angelica Gray, City Clerk

Stephen Salas, Public Works Director

Renee Hayoz, City Manager

Status:
Approved
- 05 Jun
2026
Approved
- 05 Jun
2026
Approved
- 05 Jun
2026

RESOLUTION 2026-20

A RESOLUTION BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TUCUMCARI, NEW MEXICO, AUTHORIZING THE ADOPTION AND SUBMISSION OF THE FY 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION.

WHEREAS, the City of Tucumcari recognizes that the financing of public capital projects has become a major concern in New Mexico and throughout the nation; and

WHEREAS, in times of limited resources, it is necessary to identify new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to identify development needs, establish priorities, and pursue concrete actions and strategies necessary for project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection for both short-range and long-range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION, THE GOVERNING BODY OF THE CITY OF TUCUMCARI, NEW MEXICO, THAT:

1. The City of Tucumcari hereby adopts the attached FY 2028-2032 Infrastructure Capital Improvement Plan (ICIP); and
2. The ICIP is intended to be a working document and represents an ongoing effort toward improving rational, long-range capital planning and budgeting for the infrastructure needs of the City of Tucumcari; and
3. This Resolution supersedes Resolution No. 2025-21.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the City of Tucumcari at a duly called meeting held on the 11 day of June, 2026.

CITY OF TUCUMCARI

Marcella Willis, Mayor

ATTEST:

Angelica M. Gray, City Clerk

Projects

<p>TOTAL PROJECTS</p> <p>13</p>	<p>DRAFT PROJECTS</p> <p>0</p>	<p>SUBMITTED PROJECTS</p> <p>13</p>
--	---------------------------------------	--

2/3/26

Message for CAPS Users: 2028-2032 ICIP Submission Period Open Now

The 2028-2032 ICIP submission period is now open. New projects can be created until midnight on July 1, 2026. After July 1, "Scope of Work", "Legislative Language", and "Budget Details" sections for projects that were created by July 1 can be edited and re-prioritized until midnight on November 1, 2026, but no new projects can be created.

If you think a project could be part of your ICIP submission, please create the project prior to the July 1 deadline. You can refine project details before November 1.

If you have any questions, please contact Scott Wright at scott.wright@dfa.nm.gov.

[Create Project](#) [Export Projects CSV](#)

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[Clear Filters](#)

Project Title	Project Number	Status	Priority ↑	Submission Year	Appropriations	Date Created	Start Date	Recommendation
Fire Hydrant Replacement	40351	Submitted	2028-01	2026		8/29/2025	7/01/2028	--
Date Street Wastewater	28-0493	Submitted	2028-02	2026		6/3/2026	7/01/2028	--
E Route 66 Water Line	28-0492	Submitted	2028-03	2026		6/3/2026	7/01/2028	--
Tucumcari City Dumpsters	28-0491	Submitted	2028-04	2026		6/3/2026	7/01/2028	--
South 3rd Street Total Reconstruction	28-0494	Submitted	2028-05	2026		6/3/2026	7/01/2028	--
Tucumcari Park/Recreation & Skate Park/Pump Track Project	27-0138	Submitted	2028-06	2026		10/21/2025	7/03/2028	--

Project Title	Project Number	Status	Priority ↑	Submission Year	Appropriations	Date Created	Start Date	Recommendation
Dump Truck & Loader	28-0496	Submitted	2028-07	2026		6/3/2026	7/01/2028	--
East Route 66 Wastewater	28-0513	Submitted	2028-08	2026		6/5/2026	7/01/2028	--
West Rt. 66 Wastewater Infrastructure	41865	Submitted	2028-09	2026		8/29/2025	7/01/2028	--
East Rankin Avenue Reconstruction	28-0519	Submitted	2028-10	2026		6/5/2026	7/01/2028	--

⏪ ⏩ 1 2 ⏪ ⏩

1 - 10 of 13 items



City Commission AGENDA ITEM FORM

Meeting: City Commission - 11 Jun 2026
Presenter: Ian Adams
Staff Contact: Ian Adams, Project Manager Ext. 404 iadams@cityoftucumcari.com
Form Purpose: Action Item **Number of Originals Needed, including City Hall:** 3
Form Type: Bid/Contract Change Order

TITLE:

Discussion and Action regarding Change Order #7 for the Re-use Project at the Wastewater Treatment Plant

SUMMARY:

This Change Order will allow us to upgrade the headworks at the plant with a new SCADA system, add a new flow meter to accommodate the increase in flow due to the new re-use system, replace two generators used for powering the plant and lift stations during power outages (our current generators are very old and hard to find parts for), potholing and connection work required for the reuse system tie-in, and removes the 8" crushed aggregate base course surrounding the top of the pond.

BUDGET INFORMATION:

Budgeted Amount: 5,164,943.23 **Available Amount:** \$2,386,734.41 **Expenditure Amount:** 435,129

Budget Summary:
 This expenditure would bring the total project cost to \$5,600,072.23

Funding Source(s):
 CWSRF Fund

ATTACHMENTS:

[Change Order #7 Final](#)

Reviewed by:
Angelica Gray, City Clerk

Stephen Salas, Public Works Director

Renee Hayoz, City Manager

Status:
 Approved
 - 05 Jun
 2026
 Approved
 - 05 Jun
 2026
 Approved
 - 05 Jun
 2026

CHANGE ORDER NO.: 7

Owner: City of Tucumcari, New Mexico Owner's Project No.:
 Engineer: CDM Smith Inc. Engineer's Project No.: 78983-257237
 Contractor: Ag Services Construction, Inc. Contractor's Project No.: 9093
 Project: Effluent Disposal and Reuse System Improvements Project Phase 1
 Contract Name: Effluent Disposal and Reuse System Improvements Project Phase 1
 Date Issued: 6/4/2026 Effective Date of Change Order:

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

Description:


WWTP improvements including a SCADA system upgrade, two portable generators, an effluent flow meter, wash pit-to-wet well connection, and base course deduction associated with the reuse system.

Attachments:

- A) Change Order Justification Letter; B) Contractor Cost Estimate; C) WWTP Proposals;
 D) Flowmeter installation location; E) Potholing Cost**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>5,049,173.00</u>	Original Contract Times: Substantial Completion: <u>November 8, 2025</u> Ready for final payment: <u>December 8, 2025</u>
Increase from previously approved Change Orders No. 1 to No. 6: \$ <u>115,770.23</u>	Increase from previously approved Change Orders No.1 to No. 6: Substantial Completion: <u>June 6, 2026</u> Ready for final payment: <u>July 6, 2026</u>
Contract Price prior to this Change Order: \$ <u>5,164,943.23</u>	Contract Times prior to this Change Order: Substantial Completion: <u>405 days</u> Ready for final payment: <u>435 days</u>
Increase this Change Order: \$ <u>435,129.00</u>	Increase this Change Order: Substantial Completion: <u>104 days</u> Ready for final payment: <u>104 days</u>
Contract Price incorporating this Change Order: \$ <u>5,600,072.23</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 18, 2026</u> Ready for final payment: <u>October 18, 2026</u>

Recommended by Engineer (if required)
 By: Natalie Gayoso
 Title: Project Engineer
 Date: 6/4/2026

Accepted by Contractor

 General Manager
 6/4/26

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Approved by Funding Agency

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Attachment A

Justification Letter



June 4, 2026

Ian Adams
215 East Center Street
PO Box 1188
Tucumcari, NM 88401

Subject: Change Order #7 Justification Letter
City of Tucumcari KOA Lift Station and Force Main
CDM Smith Project No.: 78983-263378

Dear Mr. Adams:

This Change Order provides the estimated cost of equipment and labor associated with the requested additions and modifications to the Wastewater Treatment Plant (WWTP) project, including two portable generators, an upgrade to the SCADA headworks system, a flow meter for the effluent reuse system, potholing and connection work required for the reuse system tie-in, and the removal of the 8-inch crushed aggregate base course surrounding the top of the pond.

The City of Tucumcari (City) has identified the WWTP additions as critical improvements to support reliable plant operations, emergency preparedness, system monitoring, and efficient management of the effluent reuse system. Specifically, the portable generators will provide backup power during outages, the SCADA upgrade will enhance monitoring and control capabilities, and the flow meter will allow accurate measurement of effluent delivered to the irrigation pivots (see Attachment D). Additional work includes potholing to verify existing pipe sizes, alignments, and bypass routing associated with the reuse system, as well as construction of the wash pit-to-wet well connection and associated materials required to complete the reuse system tie-in.

The City has also requested removal of the 8-inch crushed aggregate base course surrounding the top of the pond from the project scope. This modification results in a contract deduction of \$10,500, bringing the total net change to the contract to \$435,129.

Attached is the Contractor's cost estimate.

Sincerely,

A handwritten signature in black ink that reads "Natalie Gayoso".

Natalie Gayoso
Project Engineer
CDM Smith Inc.



Ian Adams
6/4/2026
Page 2

Attachments:

- A) Change Order Justification Letter;
- B) Contractor Cost Estimate;
- C) WWTP proposals;
- D) Flowmeter installation location;
- E) Potholing cost

cc: Chase Stearnes, stearnesce@cdmsmith.com
Ashley Blackwell, blackwellal@cdmsmith.com
Kenny Jolliff, ken@agservicesnm.com
Ian Adams, IAdams@cityoftucumcari.com
Stephen Salas, stephens@cityoftucumcari.com
Sara Rhoton, sara.rhoton@env.nm.gov
Joyce Friedenber, joyce.friedenber@env.nm.gov

Attachment B

Contractor Cost Estimate

Model: XQ35CM
Quantity: 1
Rating: 27 kW
Frequency: 60 Hz
Voltage: 480 V

The following features will be included:

Quantity	Characteristic Name	Feature Description
1	APPLICATION INDICATOR	PRIME POWER APPLICATION
1	PGS EMISSION CERTIFICATION	EPA/CARB TIER 4F EMISSION CERT
1	EMISSION CERTIFICATION LOC	INSIDE US EPA LOCATIONS
1	VOLTAGE OPTION	60HZ 480 VOLT (WYE)
1	ENGINE RATING	60 Hz, 27 Kw
1	CONFIGURATION	XQ35CM 480V 60Hz
1	ALTERNATOR / GENERATOR	STANDARD ALTERNATOR
1	GENSET CONTROL OPTION	STANDARD CONTROL PANEL- XQCP
1	GENSET CONTROLLER LANGUAGE	ENGLISH PANEL LANGUAGE
1	DECAL LANGUAGE	ENGLISH INSTRUCTION LANGUAGE
1	BASE TYPE (MOUNTING OPTION)	STANDARD BASE
1	TRAILER	TRL XQ35 ELECTRIC BRAKE
1	TRAILER HITCH	3" EYE/PINTLE HITCH
1	ENCLOSURE	STANDARD ENCLOSURE
1	RADIATOR	STANDARD RADIATOR
1	MUFFLERS	STANDARD MUFFLER
1	AUTOMATIC VOLTAGE REGULATOR	AUTOMATIC VOLTAGE REGULATOR
1	SPACE/ ALT HEATER KITS	ANTI CONDENSATION HEATER
1	BATTERY OPTIONS	STANDARD BATTERY
1	BATTERY CHARGERS	BATTERY CHARGER UL10A 120VAC
1	JACKET WATER HEATER	ENGINE BLOCK HEATER
1	CUSTOMER CONNECTION GROUP	OPTIONAL CONNECTION GROUP
1	LOCKING RECEPTACLE	3 PHASE NEMA LOCK RECEPTACLE
1	SPECIAL TEST (PGS) - GEN	PGS TEST REPORT

Dealer provided components and services:

Quantity	Category	Description	Number
1	PACKAGING	XQ Functional Test	dealer prep
1	Load cable	temp load cables	G100-5-W20-50-BBRWG

Model: XQ125CM
 Quantity: 1
Rating: 100 kW
 Frequency: 60 Hz
 Voltage: 480 V

The following features will be included:

Quantity	Characteristic Name	Feature Description
1	APPLICATION INDICATOR	PRIME POWER APPLICATION
1	PGS EMISSION CERTIFICATION	EPA/CARB TIER 4F EMISSION CERT
1	VOLTAGE OPTION	60HZ 480 VOLT (WYE)
1	ENGINE RATING	60 Hz, 100 kW
1	CONFIGURATION	480V 60 HZ XQ125
1	ALTERNATOR TEMPERATURE RISE	125C TEMP RISE OVER 40C AMB
1	ALTERNATOR / GENERATOR	STANDARD ALTERNATOR
1	GENSET CONTROL OPTION	STANDARD CONTROL PANEL- XQCP
1	DECAL LANGUAGE	ENGLISH INSTRUCTION LANGUAGE
1	EMISSION CERTIFICATION LOC	INSIDE US EPA LOCATIONS
1	GOVERNOR TYPE	STDGOV I
1	CIRCUIT BREAKER TYPE	3 POLE CB
1	BASE TYPE (MOUNTING OPTION)	STANDARD BASE
1	TRAILER	TRAILER XQ125 ELECTRIC BRAKES
1	TRAILER HITCH	3" EYE/PINTLE HITCH
1	ENCLOSURE	STANDARD ENCLOSURE
1	RADIATOR	STANDARD RADIATOR
1	AUTOMATIC VOLTAGE REGULATOR	AUTOMATIC VOLTAGE REGULATOR
1	SPACE/ ALT HEATER KITS	ANTI CONDENSATION HEATER
1	BATTERY OPTIONS	STANDARD BATTERY
1	JACKET WATER HEATER	ENGINE BLOCK HEATER
1	BATTERY CHARGERS	BATTERY CHARGER UL10A 120VAC
1	CUSTOMER CONNECTION GROUP	OPTIONAL CONNECTION GROUP
1	LOCKING RECEPTACLE	3 PHASE NEMA LOCK RECEPTACLE
1	SPECIAL TEST (PGS) - GEN	STANDARD TEST REPORT

Dealer provided components and services:

Quantity	Category	Description	Number
1	PACKAGING	XQ Functional Test	dealer prep
1	Load cable	temp load cables	G100-5-W20-50-BBRWG

Attachment C

WWTP Proposals



5/7/2026

Attn: Calvin Hensen
City of Tucumcari
wastewater@cityoftucumcari.com

Quote: 31670629

Re: Tucumcari Wastewater

We are pleased to submit this quotation for the following quality equipment:

Model: XQ35CM
Quantity: 1
Rating: 27 kW
Frequency: 60 Hz
Voltage: 480 V

The following features will be included:

Quantity	Characteristic Name	Feature Description
1	APPLICATION INDICATOR	PRIME POWER APPLICATION
1	PGS EMISSION CERTIFICATION	EPA/CARB TIER 4F EMISSION CERT
1	EMISSION CERTIFICATION LOC	INSIDE US EPA LOCATIONS
1	VOLTAGE OPTION	60HZ 480 VOLT (WYE)
1	ENGINE RATING	60 Hz, 27 Kw
1	CONFIGURATION	XQ35CM 480V 60Hz
1	ALTERNATOR / GENERATOR	STANDARD ALTERNATOR
1	GENSET CONTROL OPTION	STANDARD CONTROL PANEL- XQCP
1	GENSET CONTROLLER LANGUAGE	ENGLISH PANEL LANGUAGE
1	DECAL LANGUAGE	ENGLISH INSTRUCTION LANGUAGE
1	BASE TYPE (MOUNTING OPTION)	STANDARD BASE
1	TRAILER	TRL XQ35 ELECTRIC BRAKE
1	TRAILER HITCH	3" EYE/PINTLE HITCH
1	ENCLOSURE	STANDARD ENCLOSURE
1	RADIATOR	STANDARD RADIATOR
1	MUFFLERS	STANDARD MUFFLER
1	AUTOMATIC VOLTAGE REGULATOR	AUTOMATIC VOLTAGE REGULATOR
1	SPACE/ ALT HEATER KITS	ANTI CONDENSATION HEATER
1	BATTERY OPTIONS	STANDARD BATTERY
1	BATTERY CHARGERS	BATTERY CHARGER UL10A 120VAC
1	JACKET WATER HEATER	ENGINE BLOCK HEATER
1	CUSTOMER CONNECTION GROUP	OPTIONAL CONNECTION GROUP
1	LOCKING RECEPTACLE	3 PHASE NEMA LOCK RECEPTACLE
1	SPECIAL TEST (PGS) - GEN	PGS TEST REPORT

Dealer provided components and services:
Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000



Quantity	Category	Description	Number
1	PACKAGING	XQ Functional Test	dealer prep
1	Load cable	temp load cables	G100-5-W20-50-BBRWG

Price: one Caterpillar XQ35 mobile generator package and above dealer items \$58,071.05

Model: XQ125CM
 Quantity: 1
 Rating: 100 kW
 Frequency: 60 Hz
 Voltage: 480 V

The following features will be included:

Quantity	Characteristic Name	Feature Description
1	APPLICATION INDICATOR	PRIME POWER APPLICATION
1	PGS EMISSION CERTIFICATION	EPA/CARB TIER 4F EMISSION CERT
1	VOLTAGE OPTION	60HZ 480 VOLT (WYE)
1	ENGINE RATING	60 Hz, 100 kW
1	CONFIGURATION	480V 60 HZ XQ125
1	ALTERNATOR TEMPERATURE RISE	125C TEMP RISE OVER 40C AMB
1	ALTERNATOR / GENERATOR	STANDARD ALTERNATOR
1	GENSET CONTROL OPTION	STANDARD CONTROL PANEL- XQCP
1	DECAL LANGUAGE	ENGLISH INSTRUCTION LANGUAGE
1	EMISSION CERTIFICATION LOC	INSIDE US EPA LOCATIONS
1	GOVERNOR TYPE	STDGOV_I
1	CIRCUIT BREAKER TYPE	3 POLE CB
1	BASE TYPE (MOUNTING OPTION)	STANDARD BASE
1	TRAILER	TRAILER XQ125 ELECTRIC BRAKES
1	TRAILER HITCH	3" EYE/PINTLE HITCH
1	ENCLOSURE	STANDARD ENCLOSURE
1	RADIATOR	STANDARD RADIATOR
1	AUTOMATIC VOLTAGE REGULATOR	AUTOMATIC VOLTAGE REGULATOR
1	SPACE/ ALT HEATER KITS	ANTI CONDENSATION HEATER
1	BATTERY OPTIONS	STANDARD BATTERY
1	JACKET WATER HEATER	ENGINE BLOCK HEATER
1	BATTERY CHARGERS	BATTERY CHARGER UL10A 120VAC
1	CUSTOMER CONNECTION GROUP	OPTIONAL CONNECTION GROUP
1	LOCKING RECEPTACLE	3 PHASE NEMA LOCK RECEPTACLE
1	SPECIAL TEST (PGS) - GEN	STANDARD TEST REPORT

Dealer provided components and services:

Quantity	Category	Description	Number
1	PACKAGING	XQ Functional Test	dealer prep
1	Load cable	temp load cables	G400-5-W40-50-BBRWG

Wagner Power Systems

WAGNER POWER SYSTEMS CO
 18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000



Price: one Caterpillar XQ125 mobile generator package and above dealer items \$114,912.26

Total Price: USD 172,983.31

Notes Deviations and Exceptions:

Freight to first destination is included in the quoted price.

Quote includes .

Off-loading, installation, initial fuel fill, site startup and load-bank testing are not included in the quote price.

State and local permits for fire, fuel tanks or building permits are not included.

Quote is limited to the scope of supply to the equipment and services listed. It is assumed that equipment not listed is to be provided by others.

Wagner does not provide any tools or software subscriptions.

Wagner does not provide air emission permits for customers. We will provide emission information on the Caterpillar engine to the owner to aid in the permitting process.

Customer Value Agreement:

One-year factory authorized generator routine maintenance, one six-month Level1 inspection and one twelve-month Level2 oil change is not included in the quoted price, if required add \$4,562.00 per generator.

Availability & Lead Times:

Lead-time will be estimated when order is placed and is currently about 27-30 weeks from engineering approval and release for production.

Thank you for the opportunity to quote. We look forward to your valued business.

Sincerely,

Rodney Sanchez
Power Systems Sales
Power Systems
505-506-5055
rsanchez@wagnerequipment.com

Todd Herceg
Inside Sales
Power Systems
303-739-3307
therceg@wagnerequipment.com

Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000



4211 Hawkins St. NE
Albuquerque, NM 87109

Office (505) 344-2972
FAX (505) 344-2974

05/06/2026

ATTN: ESTIMATING DEPARTMENT

RE: Tucumcari WWTP Headworks PLC Upgrade

This proposal is valid for 60 days from this proposal date.

All items are EXW shipping point, (received at our facility without shipping to the job site).

Terms are NET 30, with no retainage withheld.

We will not accept a "pay when get paid" contract unless agreed to in writing.

Yukon & Associates Standard Terms and Conditions apply to this quote.

We are bidding as a supplier, not a subcontractor.

This scope proposal letter including any clarifications, exceptions, or exclusions will become an integral part of the contractual agreement should Yukon be awarded this project.

THIS QUOTATION **DOES NOT** INCLUDE:

- A. Installation, or installation drawings unless otherwise noted below.
- B. Wire terminations of field installed conductors.
- C. Painting.
- D. Miscellaneous items required for installation, (conduit, wire, mounting stands, mounting hardware, sun shields, instrument identification tags, instrument piping, instrument valves, concrete sleeves, fittings, etc.) unless specifically included in our bill of material.
- E. Seismic calculations.
- F. Installation details.
- G. Federal, state, or local taxes.
- H. Bonding.

THIS QUOTATION **DOES** INCLUDE:

- A. Warranty against defects in material or workmanship for a period of 12 months from first day of use, or 18 months from date of shipment, whichever occurs first.
- B. Submittals as specified covering proposed equipment we are furnishing.
- C. Start-up and check out, on our equipment. We have included one site visit for the start-up of our equipment. If additional trips are required, they will be billed accordingly.
- D. Operation and Maintenance manuals as specified covering proposed equipment.



4211 Hawkins St. NE
Albuquerque, NM 87109

Office (505) 344-2972
FAX (505) 344-2974

In accordance with your request Yukon is offering the following:

Scope of Work

• Removal of Existing PLC System

Remove the existing discontinued Modicon Quantum PLC hardware currently installed in the PLC cabinet labeled "*City of Tucumcari Wastewater Treatment Facility, Controls By Lubbock Electric Co.*" with a new Rockwell Automation CompactLogix PLC.

The scope of removal includes the following components:

- PLC rack and power supply
- All installed I/O cards
- Network switch
- Operator Interface Panel (OIP)

• PLC System Migration and Programming Conversion

Perform reverse engineering of the existing Modicon Quantum PLC program and overall control system functionality.

- Convert and rewrite the existing PLC program logic into Rockwell Automation Studio 5000.
- Maintain existing control sequences, interlocks, alarms, and operational functionality to the extent practical.
- Implement an updated programming structure consistent with current industry standards and Yukon programming practices.

• **Operator Interface Panel (OIP)**

Perform reverse engineering of the existing Magelis OIP program and control system functionality.

- Convert and redevelop the OIP graphics into a new Operator Interface Panel.
- Maintain the look and feel of the existing graphics while removing equipment that is no longer in service.
- Implement updated programming, graphics, and color standards consistent with current industry standards.

• **Field Installation**

** All equipment being controlled from the existing PLC will need to be operated in HAND mode for the duration of the cutover and commissioning of new hardware.*

Perform scheduled field installation of new hardware.

- Install new Rockwell Automation CompactLogix PLC.
- Install new I/O cards.
- Install new network Switch.
- Install the new Operator Interface Panel (OIP)

• **Commissioning**

Perform commissioning and function verification of new hardware components.

- Perform I/O checkout for all field devices.
- Conduct performance and functionality testing.
- Provide Operator training.



YUKON

4211 Hawkins St. NE
Albuquerque, NM 87109

Office (505) 344-2972
FAX (505) 344-2974

General Notes:

1. We are in receipt 0 Addendums at the time of bid.
2. We are not in receipt of any specifications at the time of bid.
3. We are not in receipt of any additional drawings at the time of bid.
4. We have not included any SCADA modifications in our proposal.
5. We have not included any field troubleshooting in our proposal.
6. We assume all equipment, hardware and instrumentation is in good working order.
7. We have not included any software in our proposal.
8. All equipment being controlled from the existing PLC will need to be operated in HAND mode for the duration of the cutover and commissioning of new hardware.

Please let me know if you have any questions or need additional information.

Sincerely,

Alex Gamino

Alex Gamino – Operations Manager
Yukon and Associates, LLC
alexgamino@YukonUSA.com
(505) 344-2972 office

YUKON SCADA SCOPE:

Perform reverse engineering of the existing Modicon Quantum PLC program and overall control system functionality.

Perform reverse engineering of the existing Magelis OIP program and control system functionality.

Perform commissioning and function verification of new hardware components.

- Perform I/O checkout for all field devices.
- Conduct performance and functionality testing.
- Provide Operator training.

SCADA SPARE PARTS LIST:

Allen-Bradley 5069 Processor

Allen-Bradley 5069-IB16 (Digital Input Module)

Allen-Bradley 5069-OW16 (Digital Output Module)

Allen-Bradley 5069-IF8 (Analog Input Module)

Allen-Bradley 5069-OF4 (Analog Output Module)



Estimate

JHOS Services, LP / Spot-On Pump & Supply
 PO Box 405
 Andrews, TX 79714
 Office Phone: 806-803-3089
 Mobile Phone: 432-266-8822
 jacksonhotoil@yahoo.com

Estimate Number: E260428349
 Estimate Date: 04/28/2026
 Payment Terms: Payment 30 days
 after invoice date
 Estimate Amount: 2,105.25
 Created By: Delbert Jackson

Bill To
 City of Tucumcari
 215 East Center Street
 PO Box 1188
 Tucumcari, NM 88401

Ship To
 City of Tucumcari
 215 East Center Street
 PO Box 1188
 Tucumcari, NM 88401

Item #	Item Name	Quantity	Unit Price	Taxable	Total
Other - JHOS	Other - JHOS TUF-2000B ULTRASONIC FLOW METER	1.00	378.00		378.00
Parts - JHOS	Parts - JHOS 3R RATED ENCLOSURE, WIRE & MATERIALS (IF NEEDED)	1.00	210.00		210.00
Mechanic Labor - JHOS Services	Mechanic Labor - JHOS Services MIKE C FS / JACOB W HPR 3/10	7.50	157.50		1,181.25
Miles - JHOS	Miles - JHOS MIKE C MLG 3/10	224.00	1.50		336.00

Comments:
 ATTN: MR. CALVIN HENSON

Subtotal: \$ 2,105.25
 Estimate Amount \$ 2,105.25

NEW ULTRASONIC METER TO REPLACE CURRENT METER THAT IS NOT WORKING. INSTALLATION, PROGRAMMING & TESTING.

EVERYTHING IS IN STOCK, IN BORGER, TX.

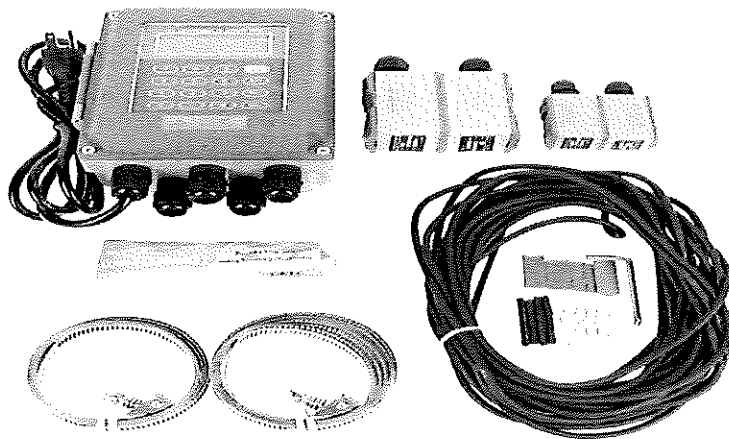
**THIS WILL BE WORST CASE SCENARIO. JOB COULD COME IN LESS.

***NOTE: OUR SERVICE AND MILEAGE RATES JUST CHANGED 4-15-2026.

Ultrasonic Flow Meter TUF-2000B Liquid Water Flow Control Meter Flowmeter Counter LCD Display with TS-2 OR TM-1 Clamp-on Transducers DN20-700mm

Brand: HYYKJ-US

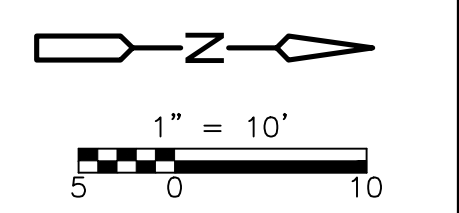
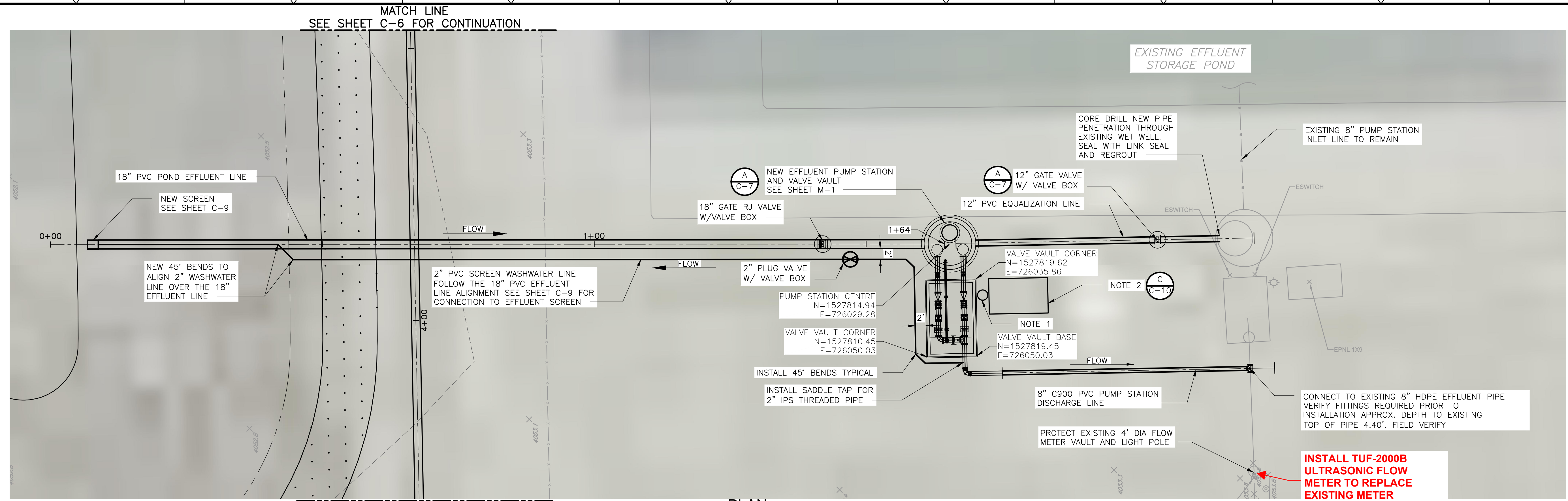
- **LONG-TERM OUTDOOR INSTALLATION** High quality ultrasonic flow meter, equipped with ABS electrical interface, ABS material is not easy to age and crack. And the shell is IP67 and IP68 professional grade protective shell, which is dust-proof, waterproof, anti-corrosion, moisture-proof, and has a long service life, so it is suitable for long-term outdoor installation.
- **BI-DIRECTIONAL MEASUREMENT** With a dedicated bi-directional metering chip as the core, both the forward and the reverse can be measured without adjusting the machine. We use high-quality chips, making it stable and more accurate on flow monitoring. It is accurate, durable, and easy to install.
- **THREE MEASURING METHODS** There are three measuring methods: wall mounting, insertion and inline. You can choose any way of measurement according to the environment. The various installation methods are very easy, and there is no need to cut off the flow and no pressure loss. It is widely applied in water supply, heating, water conservancy, chemical, pharmaceutical, energy, and other industries.
- **WIDE RANGE OF LIQUIDS** This flow meter can measure any liquid if it is relatively clear, such as water, seawater, sewage, oil, alcohol, etc. The external sensor probe has a built-in magnet that can be directly attached to the pipe. It is also equipped with an anti-interference shielding wire for more accurate measurement.
- **HD DISPLAY & DATA STORAGE** The ultrasonic flow meter comes with high-definition LCD display, can be displayed backlit for easy and intuitive reading. There is an inner SD card that regularly stores the pre-set results. Or you can choose not to record them. It's optional.



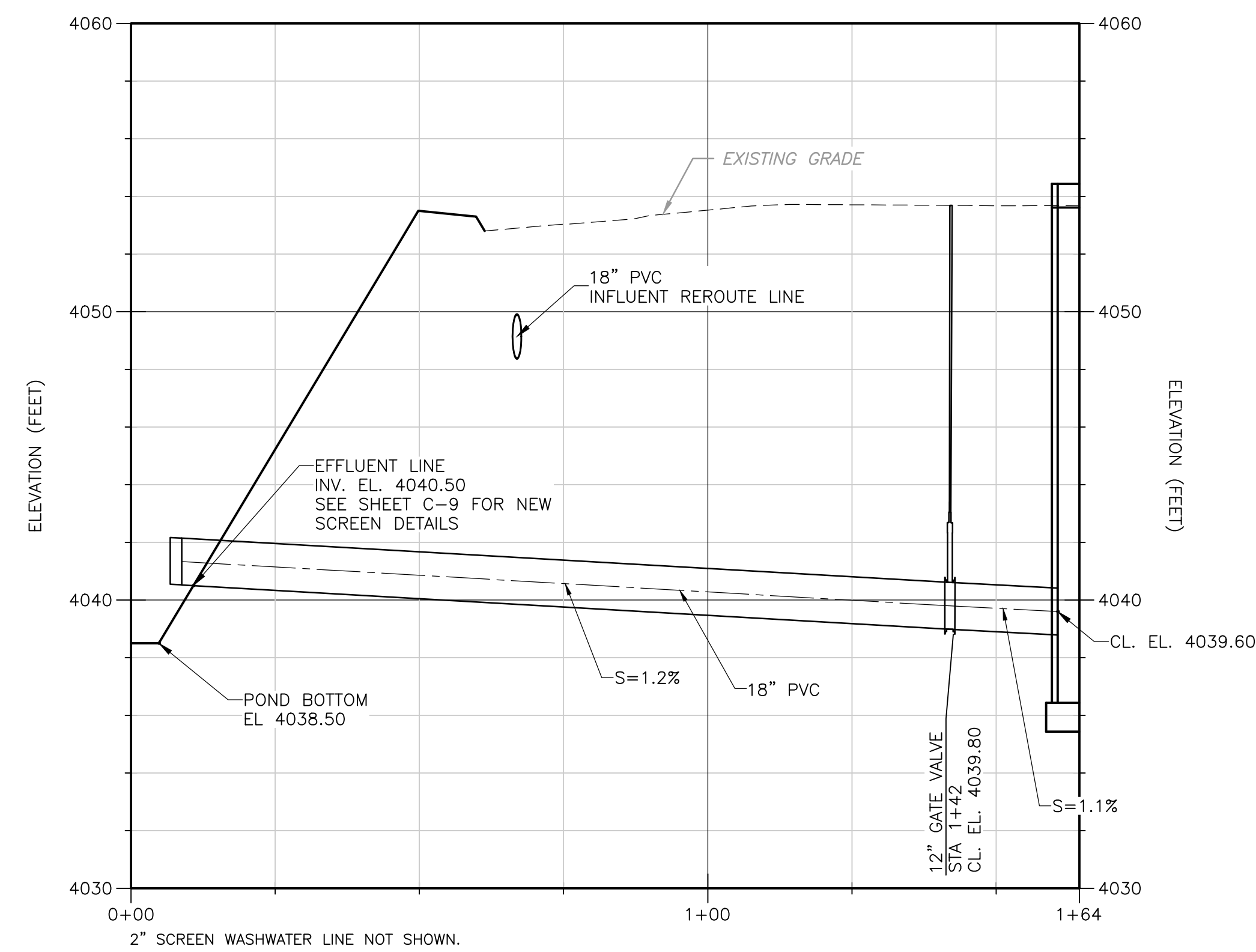
Attachment D

Flow Meter Installation Location

XREF: [C:\P001\ST. CDMS_2234, CEZ001\ST. R_MWZ001BP, RAF_NWSTAMP, R_MWZ001PS] Images: [TUCUMCARI REUSE]
 Last saved by: SHELLKERIBS Time: 8/24/2023 11:18:02 PM
 C:\Users\SHELLKERIBS\Documents\CDM Smith Inc\78983-257237 - Tucumcari Wastewater Reuse\Project Files\02 Civil (C)\10 CAD\Phase 1\C005STPL.dwg
 © 2023 CDM SMITH ALL RIGHTS RESERVED.
 REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.



MATCH LINE
 SEE SHEET C-6 FOR CONTINUATION
PLAN
 1" = 10'



PROFILE - 18" PVC POND EFFLUENT LINE
 1
 HORZ. 1" = 20'
 VERT. 1" = 4'

- NOTES:
- INSTALL A STANDARD LIGHT BASE PER DETAIL F/EZ-1 AND SPECIFICATION 0330010. FIELD LOCATE AFTER PLACEMENT OF ADJACENT PRECAST ELEMENTS.
 - 6'-6"W x 10'-10"L x 12" THK CONCRETE PAD FOR ELECTRICAL PANELS, INSTALL PER SPECIFICATION 033010. FIELD LOCATE AFTER PLACEMENT OF ADJACENT PRECAST ELEMENTS.

REV. NO.	DATE	DRWN	CHKD	REMARKS

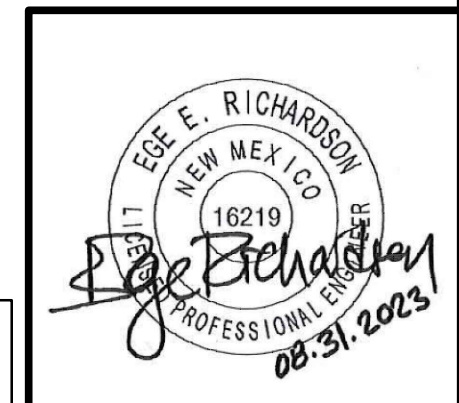
DESIGNED BY: E. RICHARDSON
 DRAWN BY: M.M. PAWAR
 SHEET CHK'D BY: R. TORDELLA
 CROSS CHK'D BY: E. BABCOCK
 APPROVED BY: E. RICHARDSON
 DATE: AUGUST 31, 2023

6001 Indian School Road NE, Suite 310
 Albuquerque, NM 87110
 Tel: (505) 243-3200

CITY OF TUCUMCARI, NM
EFFLUENT DISPOSAL AND REUSE SYSTEM IMPROVEMENTS
 PHASE 1

EFFLUENT PUMP STATION AREA
 SHEET NO. C-5

PROJECT NO. 78983-257237
FILE NAME: C005STPL.DWG
SHEET NO. C-5



THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT.

Attachment E

Potholing Cost Estimate



Design Change/RFI

Change #: 8	SUBMITTED TO: Chase Stearnes/CDM Smith
DATE: 3/17/26	SUBMITTED BY: Kenny Jolliff
NEEDED BY: ASAP	
PROJECT: Tucumcari Effluent/Reuse Phase 1	
Engineer PROJECT #: 78983-257237	
Change Request	
<p>Per Calivn with the City of Tucumcari, the city would like to add a bypass at the existing wash pit area. They would like to by the existing 24" SAS to an existing 18" Stub out from the wash pit.</p> <p>This change would require two parts one to verify existing underground utilities and one to complete work.</p> <p>Part 1: pothole and verify the pipe sizes/diameters and verify routing of bypass. (Add 1 week) \$10,149.58</p> <p>Part 2: provide cost for materials and labor to complete the bypass needed. (Add TBD after part 1) \$48,105.42</p>	
ATTACHMENTS: Cost estimate for Part 1 (pothole), proposed sketch, plan	
RESPONSE	
RESPONSE BY:	DATE:
Sign:	

JOB # 25501

CREW

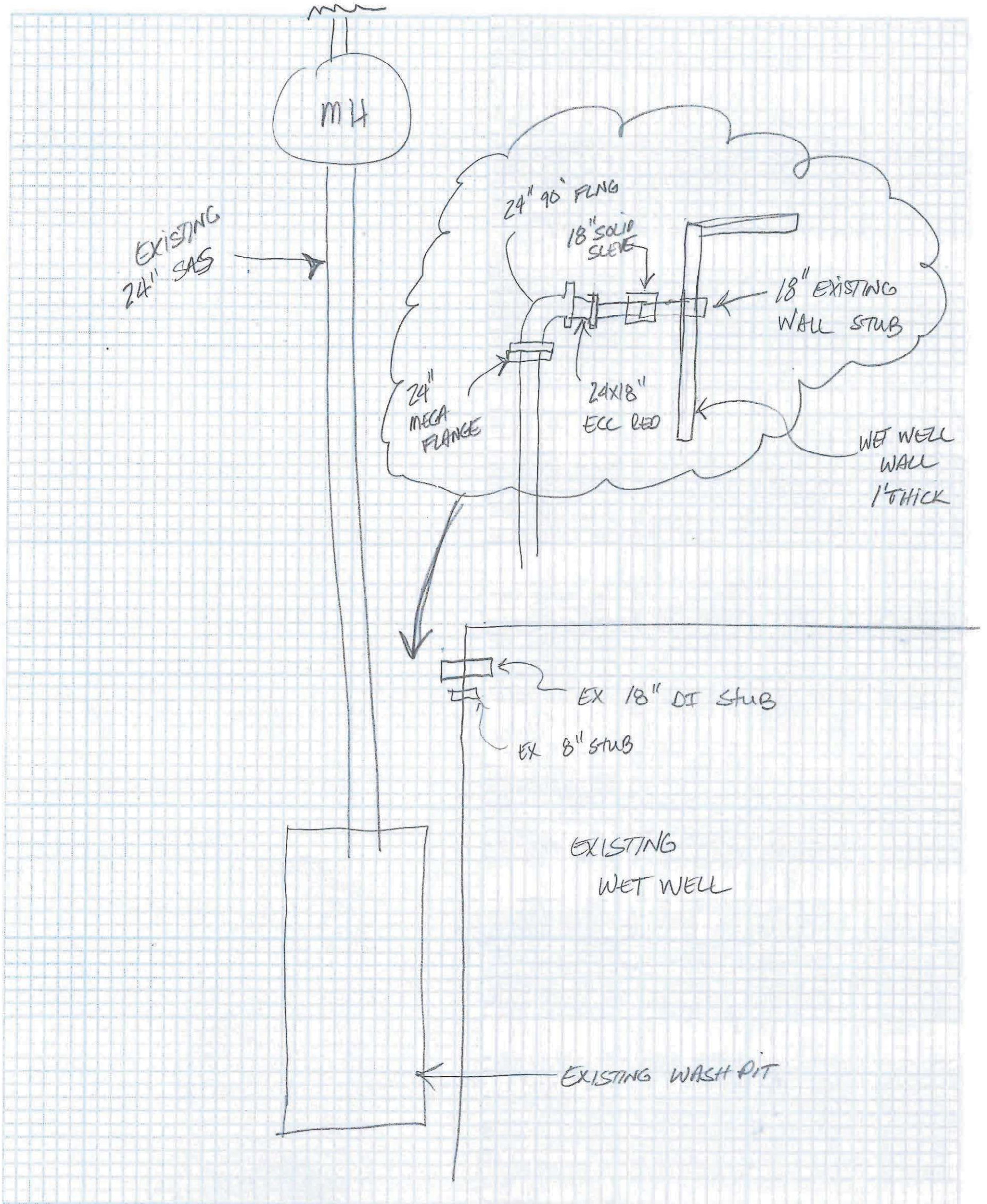
DATE 3-3-20

DuCross Construcion LLC

LOC. Tucuman ART FILE

PROJ SHEET

SUBJ OF



City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026

Presenter: Stephen Salas

Staff Contact: Stephen Salas, Public Works
Director

Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding paying Invoice to Pacheco's Construction & Trucking for Fence Repair at Landfill

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Invoice](#)

Reviewed by:

Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:

Approved
- 05 Jun
2026

Approved
- 05 Jun
2026

PACHECO CONSTRUCTION & TRUCKING, INC.
 PO BOX 1405
 TUCUMCARI, NM 88401
 575-461-4811

Invoice

Date	Invoice #
1/29/2025	5802

Bill To
CITY OF TUCUMCARI P.O. BOX 1188 TUCUMCARI, NM 88401

Ship To
REVISED 11/20/2025 TO ADD ADDITIONAL 150' FENCING.

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Net 30	LG	1/29/2025				
Quantity	Item Code	Description	Price Each	Amount			
1	LUMP SUM	FENCE REPAIR AT LANDFILL: TAKE DOWN 50' EXISTING FENCE, REPLACE 825' FENCING. 6 YARDS CONCRETE, 20' METAL PIPE, 20 FENCE TENSION BANDS. 5 GALVANIZED TENSION BARS, 5 ROLLS BARBED WIRE, 7 LABORER'S @ 8 HOURS PER DAY FOR 18 DAYS, 3-LABORERS, SKID LOADER AND JACK HAMMER @ 12 HOURS TO BREAK AWAY CONCRETE FROM PIPE CITY PROVIDED AND SKID LOADER FOR 7 DAYS @ 8 HOURS PER DAY	30,000.00	30,000.00T			
1	LUMP SUM	MATERIALS AND LABOR TAKE DOWN 50' EXISTING FENCE AND INSTALL 150' FENCING TO INTERSECT EXISTING FENCING, 3 YARDS CONCRETE, 10 METAL PIPE AND 8" TALL CHAIN LINK FENCE, 4 LABORER'S @ 10 HOURS PER DAY FOR 2 DAYS. SKID LOADER AND AUGER.	5,000.00	5,000.00T			
		QUAY Sales Tax	8.125%	2,843.75			
All Past Due Invoices are subject to a FINANCE CHARGE of 1.5% which is an ANNUAL RATE of 18%.						Total	\$37,843.75

EMAILED TO:

DATE: TIME: INVOICED:

City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026
Presenter: Renee Hayoz
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding the Request for Renewal of Lease Agreement with Tucumcari/Quay County Chamber of Commerce

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Chamber Request for Renewal](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 04 Jun
2026
Approved
- 03 Jun
2026



Tucumcari Quay County Chamber of Commerce
PO Box E 404 W. Route 66
Tucumcari, NM 88401
575-461-1694
chamber@tucumcarinm.com
www.tucumcarnm.com

621
15:17

May 13, 2026

Mayor and Members of the City Commission
City of Tucumcari
PO Box 1188
Tucumcari, New Mexico

RE: Request for Renewal of Lease Agreement for 404 W Route 66

Dear Mayor and Commissioners,

On behalf of the Board of Directors of the Tucumcari Quay County Chamber of Commerce, we respectfully request the commission approve the renewal of the current lease agreement for the property located at 404 W Route 66, Tucumcari, New Mexico.

The Chamber requests that the lease be renewed under the current terms and conditions with no changes, effective May 26, 2026, for a term of ten (10) years.

The Chamber values its longstanding partnership with the City and appreciates the continued support provided to our organization and the business community we serve. The location at 404 W Route 66 remains vital to our mission of promoting economic development, tourism, and community engagement throughout Tucumcari and Quay County.

We respectfully ask the Mayor and Commission to consider and approve this lease renewal request at your earliest convenience.

Thank you for your time, consideration, and continued partnership with the Chamber of Commerce.

Sincerely,

Board President

Kenton Perkins
Tucumcari Quay County Chamber of Commerce

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 01 2014**

TUCUMCARI QUAY COUNTY CHAMBER OF
COMMERCE
404 W RT 66
TUCUMCARI, NM 88401

Employer Identification Number:

██████████4665

DLN:

17053232406003

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Form 990 Required:

Yes

Effective Date of Exemption:

November 15, 2011

Contribution Deductibility:

No

Addendum Applies:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-NC" in the search bar to view Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Letter 948

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice.
Most small organizations that receive less than \$50,000 fall into this category.

^ Tax Year 2024 Form 990-N (e-Postcard)

Tax Period:

2024 (07/01/2024-06/30/2025)

EIN:

██████████4665

Organization Name (Doing Business as):

TUCUMCARI QUAY COUNTY CHAMBER OF COMMERCE

Mailing Address:

404 W ROUTE 66 BLVD
TUCUMCARI, NM 88401
United States

Principal Officer's Name and Address:

KENTON PERKINS
404 W ROUTE 66 BLVD
TUCUMCARI, NM 88401
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

✓ Tax Year 2023 Form 990-N (e-Postcard)

✓ Tax Year 2020 Form 990-N (e-Postcard)

✓ Tax Year 2019 Form 990-N (e-Postcard)

✓ Tax Year 2018 Form 990-N (e-Postcard)

LEASE AGREEMENT

This lease agreement, made and entered into on this 26 day of May, 2016, by and between the CITY OF TUCUMCARI, NEW MEXICO, a municipal corporation, hereinafter called "City" and TUCUMCARI/QUAY COUNTY CHAMBER OF COMMERCE, a non-profit corporation, hereinafter called "Chamber".

WHEREAS, the Chamber constructed an office building on land owned by the City of Tucumcari at its own expense and for the last fifty (50) years has maintained the building as well as the landscaping of the premises without cost to the City;

AND WHEREAS, the Chamber provides an important service and to further the interests of local businesses;

NOW THEREFORE, in mutual consideration of the covenants and agreements of the parties and for valuable consideration of one dollar (\$1.00) the City agrees to lease the real estate and structure located at 404 Route 66, Tucumcari, New Mexico 88401 to Chamber, which is more particularly described as:


Starting at the Northeast corner of the Fifth Street Park block in the McGee Second Addition to the City of Tucumcari, New Mexico, thence South 89 48' West a distance of 100.00 feet; thence South 00 07' West a distance of 137.00 feet; thence North 89 48' East a distance of 100.00 feet; thence North 00 07' East a distance of 137.00 feet to the point of beginning, containing 0.315 acres, more or less.

1. **TERM.** This Lease shall be for a period of ten (10) years, from May 27, 2016 until May 26, 2026.
2. **LEASE PAYMENTS.** In consideration of the fact that the Chamber originally constructed the premises that it is currently located in at its sole cost and expense and has maintained the same for more than fifty (50) years without cost to the City of Tucumcari and has further provided a valuable and critical service to the City of Tucumcari, to its businesses and citizens and to the residents of Quay County, New Mexico in general, the City agrees that the Chamber shall not be required to pay a cash payment and as additional consideration shall provide office space to the City of Tucumcari for use by City staff free of charge to the City.
3. **INSURANCE.** Chamber shall be responsible for purchases liability to ensure against risk or loss on the building and contents in a minimum liability amount of no less than one million dollars (\$1,000,000.00) with the City of Tucumcari being listed as an additional insured. The Chamber shall provide a copy of its current policy to the City Manager, and Chamber agrees to maintain and keep the insurance policy in full force and effect at all times during the term of this Lease. The Chamber shall provide a copy of its Certificate of Insurance to the City commencement of each annual term.


4. ASSIGNMENT AND SUBLEASE. The Chamber shall not assign or sublease any portion of the premises unless it has received the express approval of the Tukumcari City Commission in writing, which shall be provided with a copy of the terms and conditions of any sublease or rental of the premises.
5. DEFAULT. In the event the Chamber fails to properly maintain the premises, assigns or rents any portion of the premises without the approval of the City Commission, fails to maintain adequate insurance or otherwise fails to perform any of its obligations as set forth in this Lease Agreement, then City may, after thirty (30) days written notice of such failure, allowing Chamber thirty (30) days to remedy or correct any such deficiency and if it should fail to do so, then the City may terminate this Agreement. After default, the City may exercise its right to any remedy in law or equity including the right to immediately terminate the Lease and require the Chamber to vacate the premises and to return the same to the City without waste or damage to the premises. The City shall be entitled to recover such damages as it is able to establish for unreasonable waste, wear or tear to the premises as well as its reasonable attorney's fees and costs.
6. OWNERSHIP AT END OF LEASE. It is further specifically understood and agreed that at the end of the term of this lease agreement the ownership of all improvements on the above described tract shall automatically become vested in the City, City of Tukumcari, New Mexico.
7. NO DISCRIMINATION. It is further understood and agreed that there shall be no discrimination by the Chamber or its assigns or successors in interest under this Lease Agreement as to the use of the property by any person, regardless of age, race, creed or color and that the premises shall never be operated or managed in such a manner as to result in any such discrimination of any kind..
8. NONESSENTIAL FUNCTION. It is further understood and agreed that the premises above described are not necessary to the City of Tukumcari for the purpose of carrying out any essential governmental function of said City.

EXECUTED in duplicate this 26 day of May 2016.

City of Tukumcari

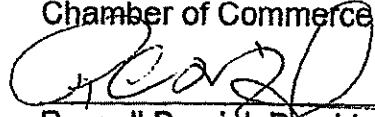

Ruth Ann Litchfield, Mayor

ATTEST:


Angelica M. Gray, City Clerk




Tucumcari/Quay County
Chamber of Commerce



Russell Brazier, President

ATTEST:



Gail Sanders
Chamber Executive Director



3229688

**STATE OF NEW MEXICO***Secretary of State*325 Don Gaspar, Suite 300
Santa Fe, New Mexico 87501**ANNUAL/BIENNIAL REPORT**Non-Refundable Application and Penalty Fees for this filing vary
depending on business entity type.

Late fees and license fees are automatically applied when applicable.

New Mexico Secretary of State

-FILED-

File #: 3229688

Date Filed: 5/13/2026

C0623-6465 05/13/2026 10:19 AM Received by New Mexico Secretary of State

Entity Information																													
Business ID	██████████3058																												
Business Name	TUCUMCARI/QUAY COUNTY CHAMBER OF COMMERCE																												
State of Incorporation	New Mexico																												
Tax ID Number (New Mexico CRS Number)																													
Character of Affairs																													
Character of Affairs:	Membership organization comprised of business owners and individual members.																												
Address Information																													
Email address	chamber@tucumcarinm.com																												
Principal Place of Business																													
Registered Office in Home State	404 W. Route 66 Blvd Tucumcari, NM 88401																												
Business Mailing Address																													
Address	P.O. Drawer E Tucumcari, NM 88401																												
Directors																													
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Signatures

I hereby swear or affirm that the information provided on this report is true and correct, and that I am authorized to sign this report pursuant to the Business Corporation Act.

Under penalties of perjury, I declare and affirm that I have examined this report, including the accompanying schedules and statements, and that all statements contained therein are true and correct.

Signer's Capacity

Robert Hockaday Date

Signer's Capacity

Kenton Perkins Date

Signer's Capacity

Kristine Olsen Date

Signer's Capacity

Christy Turner Date

Signer's Capacity

Kenton Perkins Date

Authorized Agent *Kristine Olsen* *05/13/2026*

Signer's Capacity On behalf of KRISTINE OLSEN Date

Resolution Template

County, Municipality/Tribal Government/Special District of
City of Tucumcari

COUNTY OF Quay
Resolution No. 2026-19

A RESOLUTION ADOPTING THE FY 2028-2032 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN

- WHEREAS, the City of Tucumcari of Tucumcari recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and
- WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and
- WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and
- WHEREAS, this process contributes to local and regional efforts in project identification and selection in short- and long-range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE City of Tucumcari that:

1. The county/municipality/tribal government/special district has adopted the attached FY2028-2032 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long- range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2025-13

PASSED, APPROVED and ADOPTED by the governing body at its meeting of June 11, 2026

Marcella Willis, Mayor

Mayor/County Commission Chair/Board Chair

ATTEST:

Municipal/County Clerk/Other Testator

ICIP Current Priorities

Submission Year: 2026

Total Projects: 5

Generated: 6/4/2026

Priority Listing

Project Start Year 2028

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
1	2028	28-0500	Renovations	6/4/2026	7/1/2028	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.0

1 Project

Project Start Year 2029

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
2	2029	34275	Hot Shot Vehicle	8/29/2025	7/1/2029	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,000.0

1 Project

Project Start Year 2030

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
3	2030	34277	Transportation Vehicles	8/29/2025	7/1/2030	\$0.00	\$190,000.00	\$0.00	\$0.00	\$0.00	\$190,000.0

1 Project

Project Start Year 2031

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
4	2031	34274	Kitchen Equipment Replacement	9/23/2025	7/1/2031	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.0

1 Project

Project Start Year 2032

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
1	2032	34276	New Multi-Purpose Senior Center	9/23/2025	7/1/2032	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$1,000,000.0

1 Project

City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026
Presenter: Executive
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding Independent Contractor Agreement with Brenda Rivali

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Independent Contractor Agreement - Brenda Rivali 2026-2027](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 02 Jun
2026
Approved
- 02 Jun
2026

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this “Agreement”) is effective as of this ____ day of June 2026, by and between the City of Tucumcari (the “City”) and Brenda Rivali (“Contractor”).

RECITALS:

WHEREAS, the City desires to engage Contractor to perform the Services (defined below) and Contractor desires to perform the Services, all pursuant to the terms and conditions of this Agreement;

WHEREAS, Contractor has expertise and prior experience sufficient to adequately perform the Services;

WHEREAS, Contractor desires to enter into this agreement and perform services as an independent contractor for the City to take control of the Emergency Medical Service (“EMS”) billing, reconcile past billing, recover funds from accounts, and assist in securing the proper federal and state licenses and certificates for EMS.

WHEREAS, the Parties acknowledge and understand that Contractor will not oversee EMS personnel or deviate from the scope of services defined herein.

NEW THEREFORE, in consideration of the mutual promises and conditions contained in this agreement and for other good and valuable consideration, the Parties contract and agree as follow:

1. **Term and Termination** – The term of this Agreement shall commence upon execution of this Agreement by both the City and Contractor and shall continue until the Services are completed by Contractor and accepted by the City, unless terminated sooner by the City, for any reason or for no reason upon thirty (30) days’ written notice to Contractor. In no event shall this Agreement extend beyond one (1) year from the effective date.
2. **Services** – The nature and scope of services to be performed are hereby set forth in the Statement of Work attached hereto as Exhibit A.
 - A. **Services Provided** – Contractor shall, as an independent contractor, perform the Services set forth in each Statement of Work (collectively, the “Services”).
 - B. **Records** – Contractor’s books and records related to the Services shall be maintained by Contractor at Contractor’s principal place of business and open to inspection by the City during regular working hours.
3. **Compensation and Expenses**

- A. **Compensation** – As compensation for the Services, the City shall pay Contractor two-thousand seven hundred and fifty dollars (\$2,750.00) per month. This payment shall be made at the end of each month.
- B. **Expenses** – All expenses, including without limitation, all transportation, lodging, meals, gas, automobile repair, and telephone charges incurred by Contractor pursuant to performing the Services shall be at Contractor's sole cost.
- C. **Invoices** – An invoice shall be received by City Hall no later than the 15th day of each month for the previous month worked. Payment will be made off of said invoice no later than the 30th of each month.

4. **Independent Contractor Status**

- A. **Independent Contractor Relationship** – This Agreement is intended to create an independent contractor relationship between Contractor and the City and shall be interpreted to effectuate such intent. Contractor shall not, under any circumstances, be deemed to be an employee or affiliate of the City for any purposes, including federal tax purposes. Contractor shall not represent that Contractor is an employee or affiliate of the City, and shall, at all times, represent Contractor as an independent contractor of the City. This Agreement shall not be interpreted as a joint venture or partnership between Contractor and the City.
- B. **Contractor Determines Means and Methods** – Except as expressly set forth in this Agreement, Contractor shall be solely responsible for determining the means and methods for performing the Services. Contractor shall determine the time, place and manner in which Contractor will provide the Services within the overall schedule established by the City. Contractor will not be required to follow or establish a regular or daily work schedule. Contractor will not rely on the equipment or offices of the City for completion of tasks and duties set forth pursuant to this Agreement, though an office or supplies may be made available for use by Contractor when interaction with Fire Chief and/or city administration is necessary to complete the Services.
- C. **The City has no Control Over Contractor** – The City shall have no control or supervision over Contractor's employees, contractors, officers, directors, representatives or affiliates (as applicable). Any advice given to Contractor regarding the Scope of Work shall be considered a suggestion only, not an instruction. The City retains the right to inspect, stop, or alter the work of Contractor to assure its conformity with this Agreement.
- D. **The City will not Withhold Taxes** – The City shall not withhold any taxes from any payments made to Contractor pursuant to this Agreement. The City has not, is not, and shall not be obligated to make, and it is the sole responsibility of Contractor to make, all periodic filings and payments required to be made in connection with any withholdings taxes, FICA taxes, federal unemployment taxes, and any other federal,

state or local taxes, payments or filings required to be paid, made or maintained in connection with any payments made to Contractor by the City. The City has not, will not, and shall not be obligated to provide workers' compensation insurance for Contractor.

- E. **No Benefits Provided to Contractor** – Contractor hereby waives and foregoes the right to receive any benefits provided by the City to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, bonus plans, stock option plans, and retirement benefits such as IRA plans. This waiver is applicable to all non-salary benefits that might otherwise be found to accrue to Contractor by virtue of Contractor's services to the City and is effective for the entire duration of Contractor's agreement with the City. This waiver is effective independently of Contractor's employment status as adjudged for taxation purposes or for any other purpose.
 - F. **No Authority to Bind the Other Party** – Neither party shall have the authority to bind the other by any promise, agreement or representation, oral or written, unless specifically authorized in a writing evidenced by an authorized signature of a party's officer, director or authorized representative.
 - G. **Insurance** – Upon request of the City, Contractor shall immediately supply the City with proof of any licensing status required to perform the Services pursuant to this Agreement, Workers' Compensation Coverage where required by law and General Liability Insurance.
5. **Standard of Performance** – Contractor shall perform the Services with the standard of care, skill and diligence provided by professionals in the performance of similar services. Contractor acknowledges and agrees that the City will be relying upon the accuracy, competence and completeness of the Services. Contractor will conduct Contractor's business in conformance with all laws, rules, regulations and codes of ethics that are binding upon or applicable to the Contractor. Contractor shall not infringe on the copyrights, trade secrets or intellectual property rights of a third-party in connection with performing the Services.
6. **Non-Disparagement** – Contractor agrees and covenants that Contractor will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the City. The previous sentence does not, in any way, restrict or impede Contractor from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. Contractor shall promptly provide written notice of any such order to an authorized representative of the City.
7. **Confidentiality and Return of Information**

- A. **Confidential Information** – In the course of providing the Services, Contractor may have access to, be trusted or become acquainted with, and/or may acquire, knowledge of various confidential, secret and/or proprietary documents, materials, data and other information, in tangible and intangible form, of or relating to the City (collectively, “Confidential Information”).

For purposes of this Agreement, Confidential Information includes, but is not limited to medical records numbers, protected health information, billing information, internal communications, agreements, financial information, accounting records, pricing information, rate sheets, financial projections, budgets, revenues, expenses, contract terms, contract negotiations, compensation information structures and plans, processes, employee responsibilities and duties, data, computer data, databases and ISP information. Contractor understands that the above list is not exhaustive, and that Confidential Information also includes, but is not limited to, other information that would appear to a reasonable person in the business of the City to be confidential or proprietary in the context and circumstances in which the information is known or used. Contractor also understands that Confidential Information developed by Contractor in the course of Contractor’s engagement by the City will be subject to the terms and conditions of this Agreement as if the City furnished the same Confidential Information to Contractor. Confidential Information does not include information that is generally available to and known by the public, provided that such disclosure to the public is not Contractor’s direct or indirect fault, or the direct or indirect fault of any person(s) acting on Contractor’s behalf.

- B. **Use and Protection of Confidential Information** – Contractor shall take all steps reasonably necessary and/or requested by the City to ensure that the Confidential Information is kept strictly confidential pursuant to this Agreement. Contractor shall comply with all applicable published and communicated policies, procedures and practices that the City has established and may establish from time to time, with regard to the Confidential Information. During the term of Contractor’s engagement and at all times thereafter, Contractor shall not in any manner, either directly or indirectly, (1) access, use, copy, reproduce, or permit reproduction of any part of the Confidential Information except as necessary with the authorized scope of Contractor’s engagement with the City (2) remove and/or permit removal from the premises of the City of, any Confidential Information, except as necessary within the authorized scope of Contractor’s engagement with the City or (3) divulge, disclose, distribute or communicate to any person or organization outside of the City any of the Confidential Information without the prior written consent of the City, and then such disclosure will be made only within the limits and to the extent of such consent; provided, however, that Contractor may disclose the Confidential Information as may be required by law or court process, provided that Contractor provides the City reasonable prior written notice to allow the City sufficient time to obtain a protective order to prevent disclosure of the Confidential Information, or take other appropriate action, Contractor understands that this Agreement does not, in any way, restrict or

impede Contractor from exercising protected rights to the extent such rights cannot be waived by this Agreement.

- C. **Return of Confidential Information and Other Property** – Contractor will, immediately upon the City’s request, and immediately upon termination of Contractor’s engagement with the City, for any reason or for no reason (and regardless of who is the terminating party) without any such request, return to the City; (1) all copies and manifestations of Confidential Information that Contractor may have or have access to; (2) all documents, other materials and equipment provided by the City or otherwise obtained by Contractor during and in connection with Contractor’s engagement with the City; and (3) all documents and materials that Contractor has prepared during Contractor’s engagement with the City.
- D. **Notice to Third-Parties** – During Contractor’s engagement with the City and following the termination of Contractor’s engagement with the City, for any reason or for no reason (and regardless of who is the terminating party), the City shall have the right, without prior notice to Contractor, to; (1) inform any third-party (including, without limitation, each of Contractor’s employers and engagees) in writing or verbally of the existence of this Agreement and (2) provide such third-parties (including, without limitation, such employers and engagees) with a copy of this Agreement.

8. **Liability and Indemnification**

- A. **The City Not Liable for Contractor’s Expenses** – Except as provided herein, the City will not be liable to Contractor for any expenses incurred by Contractor in performing the Services pursuant to this Agreement.
- B. **Contractor Indemnifies the City** – Contractor shall indemnify and hold the City, and its employees, contractors, officials, representatives and/or affiliates (the “Indemnified Parties”) harmless from and against any and all liabilities, losses, damages, claims, demands, actions and rights of action, costs and expenses (including reasonable attorneys’ and paralegals’ fees and costs, whether suit is instituted or not, and if suit is instituted, at all levels) (collectively, “Claims”) suffered by any of the Indemnified Parties arising out of or in respect of (1) any violation of law by Contractor, (2) fraud, misrepresentation, willful misconduct or gross negligence on the part of Contractor, (3) a breach of this Agreement by Contractor, (4) the Services, including without limitation, an actual or alleged infringement of the copyrights, trade secrets or intellectual property rights of a third-party related to the Services, or (5) any withholding taxes, FICA taxes, federal unemployment taxes, and any other federal, state or local taxes, payments or filings required to be paid, made or maintained in connection with any payments made to Contractor by the City.

9. **Certain Legal Effects of this Agreement**

- A. **Any Claim Contractor May Have Against the City is Not a Defense to Enforcement** – The existence of any claim or cause of action Contractor might have against the City predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by the City of this Agreement.
- B. **Enforcement of this Agreement by the City is Necessary and Reasonable** – Contractor acknowledges and agrees that the enforcement of this Agreement by the City is necessary to ensure the preservation, protection and continuity of City business, and the Confidential Information. Contractor acknowledges and agrees that the length and scope of the terms contained in this Agreement are fair and reasonable and not the result of overreaching, duress or coercion of any kind. Contractor further acknowledges and agrees that Contractor’s full, uninhibited and faithful observance of this Agreement will not cause Contractor any undue hardship, financial or otherwise, and that enforcement of this Agreement will not impair Contractor’s ability to obtain employment commensurate with Contractor’s abilities and on terms fully acceptable to Contractor, or to otherwise obtain income required for the comfortable support of Contractor and Contractor’s family, and the satisfaction of the needs of Contractor’s creditors.
- C. **Each Provision of this Agreement Can Be Read Independently and Can Be Enforced to the Fullest Extent Possible** – The City and Contractor agree that if any provision of this Agreement is contrary to, prohibited by, or deemed invalid under, any applicable law, rule or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement will not be so invalidated, and will be given full force and effect so far as possible. Furthermore, if any provision of this Agreement may be construed to have more than one meaning, and one meaning would make the provision invalid or otherwise voidable or unenforceable, while another meaning would make the provision valid and enforceable, the provision will have the meaning which makes it valid and enforceable.
10. **Waiver** – The waiver by either party of a breach of any provision of this Agreement shall not operate as a waiver of a breach of any other provisions of this Agreement by such party.
11. **Assignment** – Because personal services are the subject of this Agreement, unless otherwise agreed by the City in advance in writing and in Contractor’s sole and absolute discretion, Contractor shall not assign or delegate its duties and obligations to perform the Services. The City shall have the absolute right to assign its rights and obligations under this Agreement.
12. **Enforcement Costs** – If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys’ fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including,

without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgement proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled whether or not taxable as costs. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

13. Miscellaneous Provisions – The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by both parties to this Agreement. To the extent a Statement of Work conflicts with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control. The headings of this Agreement are for convenience of reference only and counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New Mexico, without regard to principles of conflicts of laws. The City and Contractor acknowledge that this is a basis that such party, or its counsel, drafted this Agreement. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in a court of appropriate jurisdiction within the State of New Mexico. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be provided under applicable laws, rules of procedure or local rules. This Agreement (together with each Statement of Work entered into by the City and Contractor) represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties.

The City and Contractor have executed this Agreement as of the date first written above.

THE CITY OF TUCUMCARI

CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



Tucumcari Ambulance Service

Use & Documentation of Medications

Standard Operating Guideline

Approved Updated: June 2026

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General Statement

The Tucumcari Emergency Medical Services, hereinafter “EMS”, referred to as the Department, will be licensed as Tucumcari Ambulance Service in accordance with current New Mexico Board of Pharmacy Regulations.

As such, personnel will be engaged in the following:

- Administration of drugs, including controlled substances, to patient(s) under care at the “EMS Clinic,” consistent with the employee’s applicable scope of practice.
- Dangerous drugs procured and stored will be limited to those listed in the EMS Clinic formulary and posted in the EMS Clinic Policy and Procedure Manual.

The Department will contract with a licensed pharmacist to serve as consultant. The pharmacist will provide services delineated by Board of Pharmacy Regulations and their procedures.

The Tucumcari Ambulance Service will be required to acquire and maintain the following license(s), according to New Mexico Board of Pharmacy Regulations.

1. EMS Clinic License (Renewed Annually)
2. New Mexico Facility Controlled Substance License (Renewed Every Three (3) Years)
3. DEA License (Renewed Every Three (3) Years)

Any inadvertent, incorrect or accidental administration of any medication(s) will be immediately reported to the EMS Director, and the Medical Director.

Duties of Consultant Pharmacist

The Department will contract with a licensed Pharmacist who will serve as a Consultant Pharmacist. The general duties of the Consultant Pharmacist are listed below:

- To abide by the code of ethics of the American Society of Pharmacists. Must be qualified to practice as a registered pharmacist and aware of all federal and state drug laws, rules and regulations related to pharmacy services, and shall provide the facility with current information pertaining to drug service.
- Ensure that drugs are handled in department in which he/she is the consultant pharmacist in a manner that protects the safety and welfare of the patients we serve.
- Set the policy and procedures in the department as related to all facets of drug handling and distribution: these policies and procedures to be reviewed and updated on an annual basis.
- Visit the Department, commensurate with their duties, as specified by Pharmacy Board regulations relative to the facility or by written contact with the administration of the facility not inconsistent with Pharmacy Board regulations.
- Consultant Pharmacist will review all instances where a controlled substance was administered and all other EMS medical records, as requested.
- Make every effort to assure the maximum level of safety and efficacy in the provision of pharmaceutical services, with the understanding that the primary goal and objective shall be the health and safety of the patient.
- Maintain proper ethical codes by not condoning or participating in any transaction with any practitioner of another health profession, or any other person whatsoever under which fees are divided, or rebates or kickbacks paid or causes to be paid, or which may result in financial exploitation of patients or their families in connection with the provision of drugs and medications or supplies of pharmaceutical services.

Consulting Pharmacist Agreement

This **AGREEMENT** is made and entered into by and between the City of Tucumcari Ambulance Service, hereinafter referred to as the “Department”, and Carlos Marquez, PharmD, hereinafter referred to as the “Contractor”.

It is mutually agreed between the parties:

I. Scope of Work

The Contractor shall render the following services at a minimum:

1. Yearly visits to the department storing dangerous drugs or licensed as an EMS Clinic in the course of duties and responsibilities; and review all instances in which controlled substances were administered and a sample of instances in which other drugs were used every 90 days. Development and maintenance of a log demonstrating dates of all visits and activities as well as any other pertinent information. This log will be maintained and will be available to drug inspectors upon request.
2. Report in writing to the Board of Pharmacy any termination of this agreement within ten days.
3. Assist in drawing up the drug procedures manual, outlining and reviewing the system of control and accountability of drug distribution in the clinic, in a pre-hospital setting and in QA meetings. List the drugs, which may be procured for usage and how they are reported in the medical record.
4. Assume the overall responsibility to assist the Department for implementing and adhering to the rules outlined in the procedures manual and assist Department to maintain accountability of records for the drugs administered.
5. Oversee the destruction or removal of unwanted or outdated dangerous drugs as required by the applicable laws and Regulations utilizing a reverse distributor paid for by the City of Tucumcari or partnering with a local pharmacy who agrees to take the drugs for destruction.
6. Provide in-service training as necessary to the department on side effects, adverse drug reactions, contraindications and toxicity of drugs when requested, or as applicable.
7. Review all or a sample of instances in which other drugs were used, at least every 90 days.
8. Report in writing any exceptions to the Medical Director and the EMS Director within 24 hours upon learning of it.

9. Otherwise make a written report to the Medical Director and the EMS Director at least annually on the EMS's drug handling practices, including corrective action taken on exceptions.

10. Such reports shall be available for review by the Board upon request.

II. Compensation & Term

Contractor will provide the services of the consultant pharmacist for a period of one year, twelve months (12 months) Two thousand four hundred dollars (\$2,400.00) annually. This agreement shall become effective on the date of July 1, 2026, by all parties. An invoice shall be given to City Hall no later than the 15th day of each month for services provided in the prior month to be paid by the 30th of each month.

III. Termination

Either party hereto may terminate this Agreement by written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

IV. Status of Contractor

The Contractor and his/her agents and employees are independent contractors performing professional services for the City of Tucumcari and are not employees of the City. Notwithstanding that the Contractor enters and performs under this Agreement, the Contractor and his agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use city vehicles, or participate in any other benefits afforded to employees of the city. Contractor shall not, under any circumstances, be deemed to be an employee, agent, or representative of the City for any purposes, including federal tax purposes. Contractor shall not represent that Contractor is an employee or agent of the City, and shall, at all times, represent himself as an independent contractor of the City for the limited scope defined herein.

V. Assignment

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

VI. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department.

VII. Liability & Insurance

It is expressly understood and agreed by and between the parties hereto that the Contractor shall hold the city harmless for all losses, damages, claims, or judgments on account of any suit, judgment, execution, claim, and action or demand whatsoever resulting from Contractor's actions or inactions under this Agreement.

VIII. Records and Audit

The Contractor shall maintain detailed records of all services identified previously in the Scope of Work. Said records are to be maintained at each department or licensed as an EMS Clinic. The Department shall have the right to inspect all records.

IX. Release

The Contractor, under this Agreement, releases the city, its officers, agents, and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the city to any obligation not agreed to herein unless the Contractor has express written authority from the Department to do so, and then only within the strict limitations of that authority.

Contractor shall also indemnify and hold the City, its employees, contractors, representatives and/or affiliates (the "Released Parties") harmless from and against any and all liabilities, losses, damages, claims, demands, actions and rights of action, costs and expenses (including reasonable attorneys' and paralegals' fees and costs, whether suit is instituted or not, and if suit is instituted, at all levels) (collectively, "Claims") suffered by any of the Released Parties arising out of or in respect of (i) any violation of law by Contractor, (ii) fraud, misrepresentation, willful misconduct or gross negligence on the part of Contractor, (iii) a breach of this Agreement by Contractor, or (iv) any withholding taxes, FICA taxes, federal unemployment taxes, and any other federal, state or local taxes, payments or filings required to be paid, made or maintained in connection with any payments made to Contractor by the City.

X. Confidentiality

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

XI. Product of Services: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Department and shall be delivered to the Department as provided for in this Agreement, but no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject of an application for copyright by or on behalf of the Contractor.

XII. Conflict of Interest

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

XIII. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by all parties hereto.

XIV. Additional Services

The parties agree that all tasks set forth in the Scope of Work, Paragraph I of this Agreement, shall be completed to the satisfaction of the Department and/or Board of Pharmacy, for the amount set forth in Paragraph II of this Agreement, and for no other cost, amount, fee, or expense.

XV. Scope of Agreement

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

XVI. Applicable Law

The Ordinances of the City of Tucumcari and the laws of the State of New Mexico shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of June 2026.

Carlos Marquez, PharmD, RPh. (Contractor)

Marcella Willis, Mayor

EMS Clinic Formulary

The dangerous drugs to be procured and stored by the departments(s) (EMS Clinic), and administered to the patients under the care of the Department will be limited to the following formulary:

IV Solutions

Dextrose 5% in Water
Lactated Ringers
Sodium Chloride 0.9%

Drugs

Albuterol	Lasix
Acetylsalicylic Acid	Lidocaine
Activated Charcoal	Magnesium Sulfate
Acetaminophen	Mark One Nerve Kits
Adenosine	Methylprednisolone
Amiodarone	Midazolam
Atropine	Morphine
Atrovent	Naloxone
Calcium	Nitroglycerin
Dextrose 50%	Oral Glucose
Diphenhydramine	Oxytocin
Dopamine	Phenergan
Epinephrine 1:1000	Promethazine or Anti-Emetic Agents for Anti Emetic Usage
Epinephrine 1:10000	Sodium Bicarbonate
Fentanyl	Thiamine
Glucagon	Toradol
Hydroxocobalamin	Zofran
Ipratropium	

***Modifications may be made to this formulary based on updates of medical protocols.**

***The Medical Director responsible for the Department will determine the formulary list consistent with treatment protocols and scope of practice regulations. This formulary shall be provided to the Board of Pharmacy on an annual basis or as changes occur.**

Drugs and Devices Procurement

All medications and/or devices may be purchased by the City of Tucumcari EMS Director in his/her capacity, or his/her designee, by invoice, from a local retail pharmacy, delivered or picked up by an authorized member of the Tucumcari EMS **OR** by invoice, if purchased from a wholesale warehouse, then at delivery to the physical address, an authorized Tucumcari EMS personnel member will be at the site to receive said delivery, inspect order and store according to policy.

Packaging and Re-Packaging

The Department will not package or repackage medications.

Drug Storage

All dangerous drugs used by the EMS will be stored in the following locations: Locked storage room at the City of Tucumcari Fire Department Station 1.

The drug storage areas will be maintained between 68°-77° F. Excursions between 15° and 30° (59° and 86° F) are allowed as long as the mean kinetic temperature does not exceed 25° (77° F).

Temperatures will be monitored in all drug storage areas by data logger thermometers. Thermometers will be checked on a weekly basis to make sure they are within the appropriate range. Temperature logs will be printed out monthly and kept in a binder for inspection. A temperature log will be maintained for all drug storage areas – med storage cabinet and jump kit.

There shall be a designated locked and secure area for the storage of outdated or deteriorated drugs, segregated from inventory, to be held for disposition by consultant pharmacist

All dangerous drugs must be stored with appropriate security to limit access when authorized personnel are not present.

Extra precautions, as set forth in the **Security** section, shall be provided for security of controlled substances.

When vehicles are being serviced all medications shall be removed from the vehicle and placed in the EMS Clinic's drug storage facility or in the appropriate storage compartment on an alternate or backup EMS unit until the original vehicle is placed back in service.

Medications listed below will only be stored at the Tucumcari Ambulance Service EMS Clinic, located at physical address, 123 N. Adams Street, Tucumcari, New Mexico 88401 **but may not be stored at any other EMS Clinic.** Storage at other departments in the Tucumcari Ambulance Service is limited to the **Ambulance/Rescue units only.**

- All Non-Dangerous Drugs

Expired Medication Policy

All drugs in stock must be rotated when new stock arrives to assure that the older drugs are used first. In an event that a drug expires, the drug will be pulled from stock and placed in a box clearly labeled "Expired Medication". Expired Medications will not be stored in a location that could be confused with usable medications.

The Consultant Pharmacist with the EMS Director will see to it that all expired drugs are disposed of in an appropriate manner. The EMS Director will have authorization over drugs used for training, and that all drugs used for training are inventoried. All training sessions shall be indirectly supervised by the EMS Service Director.

Outdated controlled substances/narcotics will be disposed of in accordance with applicable DEA regulations.

A log shall be kept, of all drugs that are disposed of and in which manner the drugs were destroyed.

Equipment

The department supplies PPE for all personnel involved in medical care. Eye protection, gloves, masks, and gowns should be used as needed and per current OSHA guidelines.

Jump Kits

Storage of jump kits shall be approved for the possession of a licensed vehicle or Tucumcari EMT and in a locked compartment of a Tucumcari EMS mobile unit when not in use. Jump kits shall be stored in the facility if the mobile unit is parked outside of the secured vehicle bay.

Jump Kit Contents

Adenosine	Magnesium Sulfate
Albuterol	Methylprednisolone
Amiodarone	Naloxone
Aspirin	Nitroglycerine
Atropine	Oral Glucose
Dextrose 10%	Phenergan
Diphenhydramine	Thiamine
Epinephrine 1:1,000	Zofran
Epinephrine 1:10,000	
Lidocaine 2%	

All medications will be stored in an area: providing proper ventilation, lighting and temperature controls as specified by the drug manufacturer and this policy. Medications are temperature sensitive and should not be subject to extreme hot or cold for lengthy periods.

If jump kits are issued to an authorized licensed Tucumcari EMT, the department will be responsible for keeping a list of personnel who maintain jump kits.

If the jump kit contains dangerous drugs, an inventory must include the following information for inventory purposes:

Date Issued:

Name of authorized personnel:

Name and strength of dangerous drugs issued.

This inventory of personnel and drugs must be available during consulting pharmacist inspections, and with advance notice to the NM Board of Pharmacy inspectors.

Controlled substances are not authorized for jump kits.

Medication that are outdated or which have been exposed to adverse conditions shall be segregated from the inventory and held for disposition by the consultant pharmacist or designee.

Standard Universal Precautions

Standard Universal Precautions refers to the proper use and handling of supplies for administering injections and infusions (e.g., syringes, needles, finger stick devices, intravenous tubing, medication vials, and parenteral solutions). These practices are intended to prevent transmission of infectious diseases between one patient and another, or between the patient and healthcare personnel during preparation and administration of parenteral medications.

All personnel who use or handle parenteral medications and related supplies should be aware of labeling and storage requirements and standards. Safe injection practices, include the appropriate use of single-dose (or single-use) and multi-dose vials and the proper technique for accessing intravascular devices.

General Safe Injection Practices

- Use aseptic technique when preparing and administering medications
- Whenever possible, use commercially manufactured prefilled syringes
- Avoid pre-preparation and/or unwrapping of packaged manufactured medications/solutions prior to the time of use. (i.e., IV fluids, tubing, humidified O₂, sterile water, packaged syringes)
- Never administer medications from the same syringe to multiple patients, even if the needle is changed or the injection is administered through an intervening length of intravenous tubing
- Do not reuse a syringe to enter a medication vial or solution

- Do not administer medications from single-dose or single-use vials, ampoules, or bags or bottles of intravenous solution to more than one patient (e.g., do not use a bag of saline as a common source supply for multiple patients)
- Cleanse the access diaphragms of medication vials with 70% alcohol and allow the alcohol to dry before inserting a device into the vial
- Dedicate multi-dose vials to a single patient.
- Dispose of used syringes and needles at the point of use in a sharps container that is closable, puncture-resistant, and leak-proof
- Do not use fluid infusion or administration sets (e.g., intravenous tubing) for more than one patient
- Use single-use, disposable finger stick devices (e.g., lancets) to obtain samples for checking a patient's blood glucose, and dispose of them in a sharps container that is closable, puncture-resistant, and leak-proof
- Adhere to federal and state requirements for protection of healthcare personnel from exposure to blood borne pathogens

Environmental Control

EMS Clinic locations are required to assure appropriate environmental controls. This includes a thermometer recording maximum and minimum temperature extremes. Each ambulance in the Tucumcari Ambulance Service will obtain a thermometer and monitor temperature in their units, keeping within temperature ranges in the ambulances and storage area, between 62° F and 72 ° F, or as specified by the drug manufacturer. Ambulances will make every effort to avoid temperature extremes when possible.

EMTs will take appropriate steps to store all drugs, in a manner as to avoid temperature extremes. Drugs are temperature sensitive and will not be subject to extreme hot or cold for lengthy periods.

Drugs stored in the EMS Clinic Storage Area shall be in an area providing proper ventilation, lighting, and temperature controls as specified by the drug manufacturer.

Drugs that are outdated or which have been exposed to adverse conditions shall be separated from the inventory and held for disposition.

Security

Drugs are stored in only the outlined locations as stated in the section "Drug Storage". When ambulance/rescue units are not in use, they are stored in a temperature controlled locked room. Station is restricted to authorized personnel only. Station will have either a badge access or can be accessed with a key from a lock box on the outside of the building. Jump-kit security will be consistent with requirements in Regulation 7 NMAC 27.3 – Medical Direction of Emergency Medical Services.

It is acknowledged that Tucumcari Ambulance Service is a staffed 24/7 station; entry to the drug room will be by authorization with the use of a key lock entry system.

Sample Medications

There will be no sample medications kept on the premises or used for the patients we serve.

Dispensing/Distribution of Medications

There will be no dispensing or distributing of medications to the patients we serve. Medications may only be administered to our patients per protocol or SOG.

Medication Recall Procedure

It shall be the responsibility of the Consulting Pharmacist to keep informed about any drugs that are recalled. All recalled drugs will be removed from stock as soon as possible following notification.

Upon notification of a recall, all affected lots shall be removed from stock and placed in the unusable drug box. The EMS Director with the input of the consultant pharmacist will dispose of the unusable drugs in an appropriate manner, and document that action in the log.

Administration of Medication-by EMS

EMS medication administration shall be limited to drugs currently authorized by scopes of practice for EMS personnel. Each licensee shall provide a formulary to the Board on an annual basis or as changes occur.

Medication Destruction and Records

Medications that are outdated or which have been exposed to adverse conditions shall be segregated from the inventory and placed in a box clearly labeled "Outdated/Exposed

Medication". Outdated/Exposed Medications will be stored in a location that cannot be confused with usable medications.

Medication that has expired shall be segregated from the inventory and placed in a box clearly labeled "Expired Medication". Expired Medications will be stored in a location that cannot be confused with usable medications.

The consultant pharmacist or designee on their regular visit will dispose of the medication(s)-in an appropriate manner except as authorized for training sessions under the permission and indirect supervision of the EMS Director or designee.

Licensing

SCOPE: All Emergency Medical Services Providers (EMS) that operate in the State and administer drugs. Other rules applying to EMS drug use are found in 7.27.3 NMAC. Regulation and Licensing Department Board of Pharmacy, 1650 University Blvd, NE - Ste. 400B, Albuquerque, NM 87102, (505) 841-9102

STATUTORY AUTHORITY: Section 61-11-6(A) NMSA 1978 requires the Board of Pharmacy to provide for the licensing of Emergency Medical Services (EMS) and for the inspection of their facilities and activities. Pursuant to 61-11-14(B) 11 the Board is authorized to issue licenses for EMS's. Section 26-1-16(A) NMSA 1978 prohibits the sale, disposal, or possession of any dangerous drug except by individuals and entities identified in the statute

In order to purchase and stock any controlled substance, the EMS must obtain separate Drug Enforcement Administration (DEA) and state of New Mexico controlled substance registrations to be issued under the name of the service

Recordkeeping

The following records will be maintained at the Department for a minimum of five years: (See Below)

- Inventories
- Perpetual Logs
- Drug purchase records (Invoices/DEA 222 forms/ etc...)
- Destruction Records
- May Inventories
- Inspection Records

Administration Log (Receipt of Medication and Device)

The Departmental EMS Run reports will serve as the documentation for all drug administrations. The run report shall include the name of patient, date, name of the drug, dosage, route of administration and the initials or predetermined unit number of the authorized personnel administering the drug. This list will be maintained on file for a period of five years.

C II administration records must be kept separately from any other run reports

C III – V administration records may be kept with the run reports but must be marked with a red C in the margin of these entries and be easily and readily identified in the file.

Invoices for Purchases of Controlled Substances

All invoices or purchases of controlled substances will be filed separately and maintained for a period of five years from the invoice date. The Tucumcari Ambulance Service will keep invoices in a locked filing cabinet.

Consultant Pharmacist Visitation Log

A log documenting the visits from the consultant pharmacist and his activities will be kept at the EMS Clinic. As per the perpetual logs, QA forms or inventories that are maintained at the clinic.

Discrepancy Log

All controlled substances are the sole property of the Tucumcari Ambulance Service and the responsibility of the EMT in charge. It is imperative that all inventory levels be monitored so that the supervising EMT can accept responsibility for the drugs. Any discrepancies between written and actual inventory levels must be addressed in writing in the form of an incident report. The levels of the incident report are:

1. Description of incident
2. Proposed reason for incident
3. Proposed solution to resolve incident
4. Sign-off of responsible parties

In addition, when any discrepancies between written and actual inventory occurs, the Tucumcari EMT's, may be subject to an immediate mandatory drug test and may also be placed on a period of probation, until the described discrepancy can be resolved and or documented training can be achieved.

Medications

All medications, including intravenous solutions will be replenished through Tucumcari Ambulance Service. Bulk supplies will be kept at Tucumcari EMS Supply Storage, which is in an environmentally controlled area. Access to this room will be restricted to EMS personnel only.

When a box is opened a Proof of Use form will be filled out identifying the following information.

- A. Drug(s) Used
- B. Patient Name
- C. Date
- D. EMT's Initials

A supply of replacement drugs will be maintained at Tucumcari Ambulance Supply area. The yellow copy of the Proof of Use form will be given to the Tucumcari Ambulance Service narcotics officer for an exchange of scheduled drugs only. The white copies of the POU forms for scheduled and non-dangerous drugs will be attached to the report. All drug boxes will be returned to full compliant levels after usage.

Each EMS unit will have a stock of non-controlled medications as necessary for the function of that unit. This supply will be secured from access by non-departmental personnel as much as is practical. It is acknowledged that field operations of an emergency nature may impact this.

Any Tucumcari Ambulance Service EMS Provider, in good standing, that is licensed by the State of New Mexico Injury Prevention & EMS Bureau may use these supplies via direct order of a physician or Tucumcari Ambulance Service written treatment protocol as allowed by their scope of practice licensure as set forth in regulations.

- a. This use shall be documented on an approved EMS report form upon completion of the call.
- b. Replacement of supplies expended shall be accomplished immediately.
- c. Any stock removed to replace expired, lost, broken or otherwise unusable supplies will be so indicated on the **Expired scheduled drug log**.
- d. The department EMS officer will be responsible for copies of EMS reports showing patients use of drugs. This folder will be kept in chronological order, for five years.
- e. Each licensed EMT with access to these items will be responsible for ensuring that all items are current, environmentally protected as practical, used properly, and said use is documented properly.
- f. The Tucumcari EMS Director, the Medical Director, the Consulting Pharmacist, and any representative of the Pharmacy Board or Drug Enforcement Agency shall have unlimited access to all supplies and documents covered by this policy. This is to include but is not limited to periodic inspections by the above-mentioned personnel.

Patient Name

Date

Drug Name

Total Administration

Total Wasted

EMS Report #

EMS Service

EMT signature and print

Witness if wasting signature and print

1. EMTs should note that all medications and intravenous fluids are issued from Tucumcari Ambulance Service medical supply. EMTs will not receive these items from any other source, nor should they solicit a prescription to replace these

controlled substances.

Director. A written account of events must be completed and forwarded to the EMS Director not more than 24hrs after the Medications are listed as missing. The medications will be replaced as soon as practicable. The City of Tucumcari disciplinary guidelines will be strictly adhered to.

The Medical Director and/or Pharmacist may request that the EMS Director solicit a reasonable suspicion drug test of an employee as outlined in the City's Personnel Policy.

Records

1. All DEA 222 requisition forms will be retained in a locked filing cabinet or box at the Tucumcari Ambulance Service Supply. The filing cabinet will be in a locked area. Only authorized EMT's at *Tucumcari Ambulance Service* shall be the **Narcotics Officer** for each shift and that person will have sole access to the controlled substance cabinet and will be responsible for all paperwork during his/her shift.
2. To ensure security, the **EMS Director** may request the changing of keys or codes periodically, even if it has not been breached or released.
3. Invoices for all drug purchases will be retained in the **Filing cabinet, which is to remain** locked. Administration and witnessed wastage of controlled drugs will be documented on the Proof of Use form. This record will be maintained by **Narcotics Officer** and will be presented to the pharmacist when re-supplying drugs, or during inspections.
4. The consulting pharmacist, Medical Director, and Board of Pharmacy have a right to review patient documentation, drug records, and quality assurance reports at any time.
5. The Tucumcari EMS Director, Medical Director or the Consulting Pharmacist at any time, may request mandatory drug screens of any licensed EMT that handles or distribute drugs.
6. This procedure is to be used in conjunction with departmental policies and procedures and other relevant rules and regulations.
7. This department will cooperate with any type of state or federal audit or investigation.

Approval Date _____

Medical Director

Consultant Pharmacist

EMS Director

Tucumcari Ambulance Service Ride Along Program:

Program that allows **Licensed EMTs & Licensed Healthcare Professionals** to ride and operate within their scope of practice on Tucumcari Ambulance Service units with Tucumcari Ambulance Service personnel. Licensed EMT's and Licensed Healthcare providers must have a signed waiver, proof of licensure, "**Authority to Administer Dangerous Drugs and Control Substances Form**" written permission from the EMS Director. Prior to a rider operating within their scope of practice all the above items must be in a file and readily available to the Medical Director, the Consulting Pharmacist and representatives of the Pharmacy Board or Drug Enforcement Agency.

Medical Director

Authority to Administer Dangerous Drugs and Controlled Substances

I, _____, am a licensed EMT in the State of New Mexico and an employee of Tucumcari Ambulance Service have read and understand my full scope of practice. By signing, I agree to operate within my scope of practice and acknowledge that the Tucumcari Ambulance Service has written protocols and Standard Operating Guidelines (SOG) for all pharmaceuticals that are stored and used at Station 1. A copy of the original SOG has been filed with the NM Board of Pharmacy addressing the usage, drugs allowed to be stocked and stored on ambulances, and where the storage of all medications such as Narcotics and non-dangerous drugs are allowed. I acknowledge the Standard Operating Guidelines address specific storage, re-stocking, and inventory procedures.

- By signing below, I acknowledge the importance of working within my Scope of Practice and agree to operate within the Scope of Practice approved by the Medical Director. I understand that I am subject to the rules and policies of the Tucumcari Ambulance Service, NM Board of Pharmacy, and New Mexico EMS Bureau disciplinary board, especially rules and policies relating to the administration and handling of Morphine, Meperidine, Fentanyl, Dilaudid, Diazepam, Ativan, Midazolam or Non-Depolarizing Neuromuscular Agent.

By signing below, I acknowledge that I am only authorized to handle medications/drugs within my scope of practice and if found operating outside my scope of practice will be accountable pursuant to laws that govern working outside your scope of practice.

Name: _____ License # _____

Licensure Level: _____ Signature: _____

Date of Expiration: _____

This document must be signed by the Medical Director and Pharmacist to be valid for your licensure period.

Ronald Chad Carver MD - Medical Director

Carlos Marquez RPh - Pharmacist

Tucumcari EMS Director

**CITY OF TUCUMCARI
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of June 2026, by and between the City of Tucumcari (hereinafter “City”) and Ronald Chad Carver, M.D., (hereinafter “Dr. Carver”).

WHEREAS, the City has found it necessary to retain a physician to perform the duties of the Medical Director for the City’s emergency medical service; and

WHEREAS, Dr. Carver has agreed to provide services as Medical Director for the City’s emergency medical service; and

WHEREAS, the City desires to engage Dr. Carver to render the services of Medical Director for the emergency medical service;

IT IS HEREBY AGREED BETWEEN THE PARTIES:

1. **Scope of Work** – As Medical Director, Dr. Carver shall:
 - A. Provide advice of a clinical nature to the City on matters dealing with pre-hospital emergency care, primarily in the form of patient care protocols;
 - B. Provide liaison between the City of Tucumcari Emergency Medical Service (hereinafter referred to as “EMS”) and Dr. Dan C. Trigg Memorial Hospital, as necessary.
 - C. Provide on-going evaluation of EMS training programs to ensure proper on-going and specialized skills are being maintained and verification of the ability of personnel to carry out specialized tasks.
 - D. Review the monthly Quality Assurance report to assure accuracy of patient care and point out problem areas to EMS Director and/or Fire Chief.

It is understood and agreed by the parties that Dr. Carver will serve in an advisory role only and will provide no treatment whatsoever, hereunder.

2. **Term and Compensation** – The effective date of this contract shall be July 1, 2026. The term of this contract shall run from July 1, 2026, through June 30, 2027.

The City shall pay Dr. Carver in full payment for services rendered hereunder, the amount of Eight Hundred Dollars (\$800) per month, plus NMGRT. An invoice shall be given to City Hall no later than the 15th day of each month for services provided in the prior month to be paid by the 30th of each month.

3. **Status of Contractor** – Dr. Carver and his agents and employees, if any, are independent contractors, performing professional services for the City, and are not employees of the City. Dr. Carver and his agents and employees, if any, shall not accrue leave and shall not be eligible for employee benefits, including but not necessarily limited to retirement, insurance, use of City vehicles, or any other benefits afforded to employees of the City.

It is agreed that Dr. Carver shall have the full power to continue any outside employment or business, to employ and discharge his employees or associates as he finds desirable, and the City shall in no way interfere.

It is agreed that in the event that Dr. Carver shall be away from the City for a long enough period of time to interfere with his provision of services hereunder, that he shall have the right to choose another licensed medical doctor or doctor of osteopathy in good standing with the New Mexico Board of Medical Examiners, to stand in for him to provide the services hereunder, provided that he shall inform the EMS Director of the name of such substitute and the dates of such substitution and, further provided, that such substitute shall be paid directly by Dr. Carver for those services and such subcontract shall not result in any additional obligation for the City.

4. **Assignment** – Dr. Carver shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the City, except as otherwise provided herein.
5. **Release** – Dr. Carver, upon final payment of the amount due for his services under this agreement shall release the City, its Commissioners, employees, agents and assigns from any and all liability, claims and obligations whatsoever arising from or under this Agreement.
6. **Indemnification and Insurance** – The City agrees to indemnify Dr. Carver in regard to any claim for malpractice or for other liability incurred by him as a result of his lawful actions hereunder in an amount which shall not exceed the limits of municipal liability under the New Mexico Tort Claims Act. The City's obligation to indemnify Dr. Carver shall be limited to those claims covered by the City's general liability insurance coverage or as otherwise limited by applicable law. Dr. Carver shall be solely responsible for maintaining any additional malpractice or other insurance coverages in regard to any claims which arise as a result of his actions which are beyond the scope of this agreement. The parties agree to exchange insurance certificates establishing the insurance coverages as specified herein.
7. **Confidentiality** – Any information given to or developed by Dr. Carver in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Dr. Carver without the prior written approval of the City.
8. **Conflict of Interest** – Dr. Carver warrants that he presently has not interest which would conflict with the performance of services required under this Agreement. In the event

that any such conflict arise, Dr. Carver agrees to bring it to the attention of the City and appropriate action acceptable to the City shall be taken with regard thereto.

- 9. **Amendment** – This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties with the same formalities as this original Agreement.
- 10. **Scope of Agreement** – This Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable, unless embodied in this Agreement.
- 11. **Applicable Law** – This Agreement is made in the State of New Mexico and shall be governed by the Laws of the State of New Mexico.
- 12. **Binding Effect** – This contract shall be binding the parties and their heirs, assigns and successors in interest.
- 13. **Severability** – If any provision herein is found to be unenforceable, then it shall be severed from the agreement and shall not affect the enforceability of the remaining provisions of the Agreement.
- 14. **Titles** – Titles of sections herein are inserted only for the purpose of ease in locating material and shall not in any way be construed to modify the meaning of the various provisions herein.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date first written above.

Attested by:

Marcella Willis, Mayor

Angelica M. Gray, City Clerk

Ronal Chad Carver, M.D.

State of New Mexico)
)
County of _____)

The foregoing was sworn and subscribed before me on this ____ day of June 2026,
by Ronal Chad Carver, M.D.

Notary Public

My Commission Expires:

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Tucumcari (the "City") and Harwood Pierpont, Attorneys at Law (the "Contractor"). The date of this Agreement shall be the date last shown below.

1. SCOPE OF SERVICES

The Contractor shall provide legal services for water rights to the City of Tucumcari, answering questions presented by the Mayor and/or the City's governing body and Staff, addressing any water rights legal matter that comes before the City including, but not limited to, representation of the City in cases before the New Mexico Office of the State Engineer and in the courts dealing with all aspects of water rights law, including, but not limited to acquisition or transfer of water rights, consumption, crediting and other aspects of water usage and other legal and administrative matters involving the City's interests in water rights.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.
- B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

- A. The City shall pay to the Contractor a rate of two hundred sixty-five dollars (\$265.00) per hour. In addition, the City shall pay the Contractor for expenses incurred in the performance of services in the Agreement such as copying, telephone and computer research charges at the normal rate for such expenses charged by the Contractor to its other clients. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act. Said services shall not exceed twenty-five thousand dollars (\$25,000), not including gross receipts tax, in total for the term of this Agreement.
- B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this agreement.
- C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed. An invoice shall be received by City Hall no later than the 15th day of each month for the previous month worked. Payment will be

made off of said invoice no later than the 30th of each month.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM

The City of Tucumcari will execute a one (1) year contract beginning on July 1, 2026, until June 30, 2027, This Agreement may be terminated by either party by giving thirty (30) days written notice of termination. In the event law firm terminates this Agreement, the firm shall continue to provide legal representation in all matters pending before any court of law or administrative body until substitute counsel can be obtained, unless the contract is terminated due to death; or physical inability to continue such representation. In such event, firm shall continue its representation until relieved by a Court of competent jurisdiction.

6. OWNERSHIP OF DOCUMENTS

On payment of charges submitted by Contractor, the City shall be the sole owner of all reports, logs, data, notes, and other documents prepared by Contractor on behalf of the City.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.
- B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

8. CONFIDENTIALITY

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

theCity.

9. CONFLICT OF INTEREST

The Contractor represents that it has no interest that conflicts with the Scope of Services under this Agreement. The City understands that the Contractor may have in the past represented other clients adverse to the City in matters unrelated to the Scope of Work. The City agrees that such past and current representation will require the disqualification of contractor in such other matters. The contractor represents that it will not, during the term of this Agreement, represent new clients in any future matter whose interests are adverse to the City without the City's consent.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor may only subcontract services to be performed under this agreement by obtaining the written consent of the City for such subcontracting services.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purp01i to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall cany and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and propeliy damage liability, in a form and with an insurance company acceptable to the City.

B. The Contractor shall maintain adequate legal malpractice and professional liability insurance, in the amount of at least \$500,000.00 per occurrence and shall provide proof of such insurance coverage to the City upon request.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses,

damages, claims or judgments on account of any suit, judgment, execution, claim, and action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors, including payments of all attorneys' fees and costs.

14. KICKBACK STATEMENT

The State of New Mexico's Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191 NMSA, 1978 it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24- 1 NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA 1978); it is a fourth- degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30- 41-1, NMSA 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA 1978).

15. CAMPAIGN DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. 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.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a

third party beneficiary of this Agreement.

17. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Tucumcari. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit instituted in the courts of the State of New Mexico, which relate to this agreement and its enforcement shall be brought to the Tenth Judicial District.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case anyone or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or enforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery, mail, postage prepaid, to the parties at the following addresses:

CITY:
C Renee Hayoz, City Manager

215 E. Center
PO Box 1188
Tucumcari, NM 8840 I

CONTRACTOR:

Harwood Pierpont, Attorneys at Law
Attn: Kyle Harwood, Partner
1660 A Old Pecos Trail
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

APPROVED by the City of Tucumcari Governing Body on June _____, 2026.

Marcella Willis, Mayor

Attested by:

Angelica M. Gray, City Clerk

HARWOOD PIERPONT, ATTORNEYS AT LAW

Kyle Harwood, Partner
NM Taxation and Revenue
CRS#: 03-67102-00-4

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Tucumcari (the “City”) and YLAW, P.C. (the “Contractor”). The date of this Agreement shall be the date last shown below.

1. SCOPE OF SERVICES

The Contractor shall represent the City and shall assist in personnel issues as identified by the City Manager.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay the Contractor a rate of two hundred dollars (\$200.00) per hour plus gross receipts tax. Said services shall not exceed twenty thousand dollars (\$20,000), including gross receipts tax, in total for the term of this Agreement.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this agreement.

C. An invoice shall be received by City Hall no later than the 15th day of each month for the previous month worked. Payment will be made off of said invoice no later than the 30th of each month.

D. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the contractor. The City’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM

The City of Tucumcari will execute a contract beginning on the 1st day of July 2026 and ending on the 30th day of June 2027. This Agreement may be terminated by either party by giving thirty (30) days written notice of termination. In the event law firm terminates this Agreement, the firm shall continue to provide legal representation in all matters pending before any Court of law or administrative body until substitute counsel can be obtained, unless the contract is terminated due to death; or physical inability to continue

such representation. In such event, firm shall continue its representation until relieved by a Court of competent jurisdiction.

6. OWNERSHIP OF DOCUMENTS

On payment of charges submitted by Contractor, the City shall be the sole owner of all reports, logs, data, notes, and other documents prepared by Contractor on behalf of the City.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor represents that it has no interest that conflicts with the Scope of Work under this Agreement. The City understands that the Contractor may have in the past represented other clients adverse to the City in matters unrelated to the Scope of Work. The City agrees that such past and current representation will require the disqualification of contractor in such other matters. The contractor represents that it will not, during the term of this Agreement, represent new clients in any future matter whose interests are adverse to the City without the City's consent.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor may only subcontract services to be performed under this agreement by obtaining the written consent of the City for such subcontracting services.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the

Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

- A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City.
- B. The Contractor shall maintain adequate legal malpractice and professional liability insurance, in an amount of at least \$500,000.00 per occurrence and shall provide proof of such insurance coverage to the City upon request.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, and action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors, including payments of all attorneys' fees and costs.

14. KICKBACK STATEMENT

The State of New Mexico's Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191 NMSA, 1978 it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1 NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA 1978).

15. CAMPAIGN DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. 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.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No

person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

17. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Tucumcari. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit instituted in the courts of the State of New Mexico which relate to this agreement and its enforcement shall be brought in the Tenth Judicial District.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case anyone or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or enforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery, mail, postage prepaid, to the parties at the following addresses:

CITY:
City Manager
215 E. Center
PO Box 1188
Tucumcari, NM 88401

CONTRACTOR:
YLAW, P.C.
Andrea K. Robeda
4908 Alameda Blvd NE
Albuquerque, NM 87113-1736

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Approved by the Tucumcari City Commission on this _____ day of June 2026.

City of Tucumcari

Marcella Willis, Mayor

Attested by:

Angelica M. Gray, City Clerk

YLAW, P.C.

Andrea K. Robeda

City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026
Presenter: Renee Hayoz
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding Boneyard 54, LLC for \$6,417.80 - Lodger's Tax Funding

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Boneyard #2 Funding Application \(\\$6417.80\)](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 05 Jun
2026
Approved
- 05 Jun
2026



LODGERS' TAX FUNDING APPLICATION

PART I: PROJECT INFORMATION

Organization Name (As Listed on W9):	BONE YARD 54, LLC
Event Name:	The Loretta Ann Rockabilly
Event Date(s):	July 10th, 11th and 12th 2026
Event Organizer & Title within Organization:	Richard Martinez (Coordinator)
Phone Number of Organizer:	575-403-4044
Email of Organizer:	richufc1@gmail.com
Organization Address (where the check should be mailed):	423 W. Mesa Vista Ave. Tucumcari, NM 88401
Contact Person (If different than person who prepares application):	
Contact Phone and Email for Secondary Person:	
Event Location:	VFW Post 2528, Tucumcari Convention Center, Mud Bog Pit

PART 2: PROJECT COST AND FUNDING REQUEST

Lodgers Tax Funding Requested:	Purpose of Funds for: Security, Banners, T-shirts and Insurance.
Total Anticipated Project/Event Cost:	\$ 6,417.80
Additional Funding Sources:	Bands, car show, social media flyers, choir are being donated.
In-kind Contributions:	Public attendance for event is Free
Other Anticipated Sources for Future Development:	if held yearly, the city can grow it with other activities.
Anticipated Number of Volunteers:	50
Anticipated Attendance (not including volunteers/staff):	1,000

THE LORETTA ANN ROCKABILLY

Purpose for Funds:

- 1.) Security (Tucumcari City Police) \$35 per hr for 10 hours for 10 Officers Total: \$3,500.00
- 2.) Banners (Arte Forms) \$116.80 per Banner for 10 Banners Total: \$1,167.80
- 3.) T-Shirts (Chile Transfers/Hobby Lobby) \$5 per shirt and \$10 for Logos Total: \$750
- 4.) Insurance (Tucumcari General) \$1,000

Over all Total: \$6,417.80

PART 3: CRITERIA

Were you funded previously? Circle one: Yes No

How much have you received previously (list year/award amount)?

We have not been previously funded. This is the 1st Annual

How many times has your event occurred? Please list years of previous events.

If new, just indicate "new":

New

Is your organization a non-profit? NO (Must provide copy of non-profit status with application)

1. Define/Describe the overall project/event/activity/facility (what is happening at the event?):

Multiple things such as: Pinup contest, car show, poker run, biker games, mud bogging, dancing, chili cook-off, sound off, comedy show, larping, pool tournament, vendor booths and food vendors.

2. Who is your target audience for your event, activity, facility, attraction, and/or advertising (who do you want to see it and come?)

Route 66 & Nostalgia Travelers, Classic Car & Hot Rod Enthusists, Rockabilly music and subculture fans. Will advertise on social media, radio stations, post flyers and signs.

3. Describe the regions/cities in which you plan to market your event outside of Tucumcari?

Anywhere from the Texas Panhandle, Central New Mexico, High Plains, local, surrounding counties and Any vintage lifestyle associations and groups.

4. Describe your assessment/evaluation plans in terms of counting your participants, where they are from, their hotel stays, etc.:

Vehical count, pin maps, having logs for anyone who registers for an event, will communitcate with hotels on offering discounts on rooms and request a monthly lodging report from the City to do a comparision.

PART 4: LODGERS' TAX GOALS & PURPOSES

Lodgers' Tax Funds are allocated to meet the purposes and goals of the City of Tucumcari regarding advertising, marketing, and promotion of tourism related events, activities, and facilities.

Describe how your event will increase tourism in the area and impact lodging:

It would increase tourism & lodging by being a multi day event of fun. Also due to the Rockabilly being subculture.

Describe any partnerships/collaborations your organization will engage in to successfully complete your event:

This event is partnering with multiple business throughout the community to help boost more tourism in different areas of the city rather than just one place.

By submitting this application, you agree to the following (initial next to each):

DM Promote a positive image for Tucumcari

DM Promote a positive service culture in Tucumcari

RAM Increase your organization's capacity to develop resources and funds, and reduce reliance on Lodgers' tax funding

RAM Submit materials only related to advertising, promotion, and marketing of Tucumcari that use the City of Tucumcari logo per brand guidelines

City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026
Presenter: Renee Hayoz
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding Boneyard 54, LLC for Convention Center- Lodger's Tax Funding

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Boneyard #2 Funding Application \(\\$6417.80\)](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 05 Jun
2026
Approved
- 05 Jun
2026



LODGERS' TAX FUNDING APPLICATION

PART I: PROJECT INFORMATION

Organization Name (As Listed on W9):	BONE YARD 54, LLC
Event Name:	The Loretta Ann Rockabilly
Event Date(s):	July 10th, 11th and 12th 2026
Event Organizer & Title within Organization:	Richard Martinez (Coordinator)
Phone Number of Organizer:	575-403-4044
Email of Organizer:	richu1@gmail.com
Organization Address (where the check should be mailed):	423 W. Mesa Vista Ave. Tucumcari, NM 88401
Contact Person (If different than person who prepares application):	
Contact Phone and Email for Secondary Person:	
Event Location:	VFW Post 2528, Tucumcari Convention Center, Mud Bog Pit

PART 2: PROJECT COST AND FUNDING REQUEST

Lodgers Tax Funding Requested:	Purpose of Funds for: Security, Banners, T-shirts and Insurance.
Total Anticipated Project/Event Cost:	\$ 6,417.80
Additional Funding Sources:	Bands, car show, social media flyers, choir are being donated.
In-kind Contributions:	Public attendance for event is Free
Other Anticipated Sources for Future Development:	if held yearly, the city can grow it with other activities.
Anticipated Number of Volunteers:	50
Anticipated Attendance (not including volunteers/staff):	1,000

THE LORETTA ANN ROCKABILLY

Purpose for Funds:

- 1.) Security (Tucumcari City Police) \$35 per hr for 10 hours for 10 Officers Total: \$3,500.00
- 2.) Banners (Arte Forms) \$116.80 per Banner for 10 Banners Total: \$1,167.80
- 3.) T-Shirts (Chile Transfers/Hobby Lobby) \$5 per shirt and \$10 for Logos Total: \$750
- 4.) Insurance (Tucumcari General) \$1,000

Over all Total: \$6,417.80

PART 3: CRITERIA

Were you funded previously? Circle one: Yes No

How much have you received previously (list year/award amount)?

We have not been previously funded. This is the 1st Annual

How many times has your event occurred? Please list years of previous events.

If new, just indicate "new":

New

Is your organization a non-profit? NO (Must provide copy of non-profit status with application)

1. Define/Describe the overall project/event/activity/facility (what is happening at the event?):

Multiple things such as: Pinup contest, car show, poker run, biker games, mud bogging, dancing, chili cook-off, sound off, comedy show, larping, pool tournament, vendor booths and food vendors.

2. Who is your target audience for your event, activity, facility, attraction, and/or advertising (who do you want to see it and come?)

Route 66 & Nostalgia Travelers, Classic Car & Hot Rod Enthusists, Rockabilly music and subculture fans. Will advertise on social media, radio stations, post flyers and signs.

3. Describe the regions/cities in which you plan to market your event outside of Tucumcari?

Anywhere from the Texas Panhandle, Central New Mexico, High Plains, local, surrounding counties and Any vintage lifestyle associations and groups.

4. Describe your assessment/evaluation plans in terms of counting your participants, where they are from, their hotel stays, etc.:

Vehical count, pin maps, having logs for anyone who registers for an event, will communitcate with hotels on offering discounts on rooms and request a monthly lodging report from the City to do a comparision.

PART 4: LODGERS' TAX GOALS & PURPOSES

Lodgers' Tax Funds are allocated to meet the purposes and goals of the City of Tucumcari regarding advertising, marketing, and promotion of tourism related events, activities, and facilities.

Describe how your event will increase tourism in the area and impact lodging:

It would increase tourism & lodging by being a multi day event of fun. Also due to the Rockabilly being subculture.

Describe any partnerships/collaborations your organization will engage in to successfully complete your event:

This event is partnering with multiple business throughout the community to help boost more tourism in different areas of the city rather than just one place.

By submitting this application, you agree to the following (initial next to each):

DM Promote a positive image for Tucumcari

RM Promote a positive service culture in Tucumcari

RAM Increase your organization's capacity to develop resources and funds, and reduce reliance on Lodgers' tax funding

RM Submit materials only related to advertising, promotion, and marketing of Tucumcari that use the City of Tucumcari logo per brand guidelines

City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026
Presenter: Renee Hayoz
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Possible Action regarding Little League Fields

SUMMARY:

No Attachment(s).

BUDGET INFORMATION:

Budgeted Amount:	Available Amount:	Expenditure Amount:
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Reviewed by:	Status:	
Angelica Gray, City Clerk	Approved - 05 Jun 2026	
Renee Hayoz, City Manager	Approved - 05 Jun 2026	

City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026
Presenter: Renee Hayoz
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding M & M Golf Funding Application for Golf Carts - Lodger's Tax Funding

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

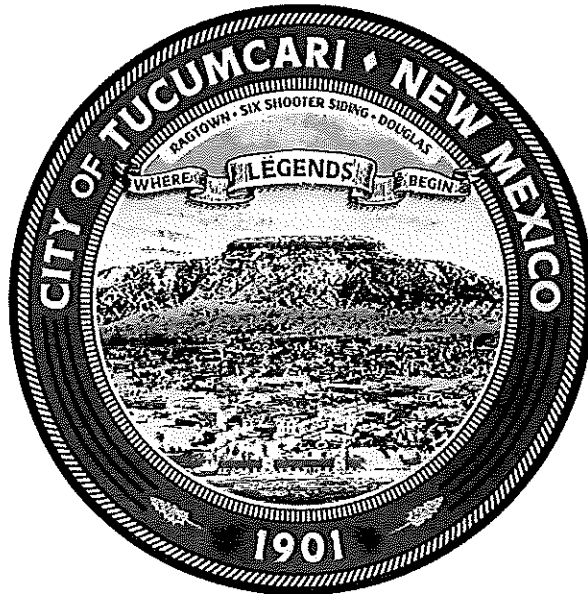
ATTACHMENTS:

[M&M Golf Funding Application](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 05 Jun
2026
Approved
- 05 Jun
2026



0 NOV 19 12:17

City of Tatumcari LODGERS TAX

Application and Instructions

Contact Info for Questions:

cityclerk@cityoftatumcari.com

(575) 461-5997

Submit completed applications to:

City of Tatumcari
PO Box 1188
215 East Center Street
Tatumcari, NM 88401

STATUTE

QUICK FACTS:

The Lodgers Tax board is an advisory board for the Tucumcari City Commission. Their responsibility is to review and make recommendations for using the City's Lodgers Tax Funds.

The primary goal for funding is to put "heads in beds," encouraging people to spend the night in Tucumcari lodging establishments. This will ultimately result in patronage of local eateries, services, and retail businesses. The secondary goal is to provide quality of life opportunities for regional residents that will also appeal to travelers and tourists.

Lodgers Tax funds are available to support tourism-related events and activities in the City of Tucumcari, including advertising for the promotion of tourism-related events, and funding for tourism-related facilities and attractions. All requests must be made with the official application and presented at a Lodger's Tax Board meeting.

All awards will be made on a reimbursement method. The process and requirements for reimbursement are listed in the application.

Applications will be reviewed and recommendations will be made by the Lodgers Tax Board for final approval by the City Commission. Applicants will be notified of award following the Commission meeting and will need to follow all instructions on reporting and reimbursement.

The City logo and "paid for in part by the City of Tucumcari Lodgers Tax" shall be included on all marketing materials, radio ads, and collateral paid for with Lodgers Tax funds.

APPLICATION CHECKLIST:

- Download a copy of the application form and fill it out completely. **ONLY REQUESTS MADE WITH THIS OFFICIAL FORM WILL BE CONSIDERED.**
- Carefully consider your marketing budget and provide estimates of spending on the budget page.
- Submit required copies of the request one week before the meeting where the request will be made.
- Attend Lodgers Tax meeting to make request. Applicants will be given no more than five minutes to make their request at the meeting.
- Use awarded funding per your request. The City logo and "paid for in part by the City of Tucumcari" shall be included on all marketing materials, radio ads, and collateral paid for with Lodgers Tax funds.
- Within 30 days following the event, submit an event report (included in the application).
- Within 30 days following the event, submit a reimbursement request per application guidelines.

PART 4: LODGERS' TAX GOALS & PURPOSES

Lodgers' Tax Funds are allocated to meet the purposes and goals of the City of Tucumcari regarding advertising, marketing, and promotion of tourism related events, activities, and facilities.

Describe how your event will increase tourism in the area and impact lodging:

Describe any partnerships/collaborations your organization will engage in to successfully complete your event:

By submitting this application, you agree to the following (initial next to each):

_____ Promote a positive image for Tucumcari

_____ Promote a positive service culture in Tucumcari

_____ Increase your organization's capacity to develop resources and funds, and reduce reliance on Lodgers' tax funding

_____ Submit materials only related to advertising, promotion, and marketing of Tucumcari that use the City of Tucumcari logo per brand guidelines



LODGERS' TAX FUNDING APPLICATION

PART I: PROJECT INFORMATION

Organization Name (As Listed on W9):	M + M Golf
Event Name:	Golf Carts
Event Date(s):	April 1 - 2026 Start of Season
Event Organizer & Title within Organization:	Charlie Maciel
Phone Number of Organizer:	575-749-0452
Email of Organizer:	
Organization Address (where the check should be mailed):	Tucumcari Golf Course Tucumcari, NM
Contact Person (If different than person who prepares application):	
Contact Phone and Email for Secondary Person:	
Event Location:	Tucumcari Golf Course

PART 2: PROJECT COST AND FUNDING REQUEST

Lodgers Tax Funding Requested:	
Total Anticipated Project/Event Cost:	10,500 ⁰⁰
Additional Funding Sources:	
In-kind Contributions:	
Other Anticipated Sources for Future Development:	
Anticipated Number of Volunteers:	
Anticipated Attendance (not including volunteers/staff):	For Recreational Purpose

PART 3: CRITERIA

Were you funded previously? Circle one: Yes/No

How much have you received previously (list year/award amount)?

Previously 9000⁰⁰

How many times has your event occurred? Please list years of previous events.

If new, just indicate "new":

3 years

Is your organization a non-profit? No (Must provide copy of non-profit status with application)

1. Define/Describe the overall project/event/activity/facility (what is happening at the event?):

To have carts available for tourist traveling for
Route 66 and tournaments related to this.

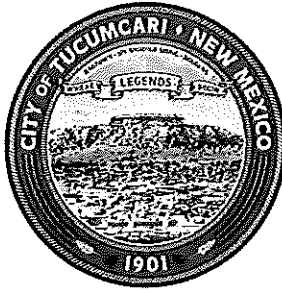
2. Who is your target audience for your event, activity, facility, attraction, and/or advertising (who do you want to see it and come?)

Everyone in the world traveling through our town,
also coming from other cities and local people

3. Describe the regions/cities in which you plan to market your event outside of Tucumcari?

4. Describe your assessment/evaluation plans in terms of counting your participants, where they are from, their hotel stays, etc.:

I ask each person what brings them here
and if they are staying, eating or shopping.



LODGERS' TAX ADVERTISING AGREEMENT

Fill out the top portion (not the amount awarded) and organization agreement. A signed copy will be returned to you pending approval of funding.

The undersigned has been awarded Lodgers' Tax by the City of Tukumcari to promote the following event/activity/facility/attraction in the City of Tukumcari, New Mexico:

NAME OF EVENT/ACTIVITY/FACILITY/ATTRACTION: _____

ENTITY: _____

Mailing Address: _____

DATES OF EVENT/ACTIVITY/ATTRACTION: _____

AMOUNT AWARDED (to be filled out by City of Tukumcari): _____

The undersigned understands and agrees that the Lodgers' Tax awarded by the City of Tukumcari can only be used for advertising, publicizing, promoting, and marketing of the above-named event, activity, facility, or attraction and agrees to use the Lodgers' Tax and/or City of Tukumcari logos in their materials.

The undersigned further understands and agrees that the Lodgers' Tax funds awarded will not be advanced by the City of Tukumcari, but that upon presentment of PAID RECEIPTS by undersigned to the City of Tukumcari, the City of Tukumcari will reimburse undersigned for the advertising, publicizing, promoting and/or marketing expenses incurred.

CONTACT PERSON FOR EVENT: _____

PHONE NUMBER: _____ EMAIL: _____

THIS AGREEMENT entered into the last dated signature set out below.

ORGANIZATION: _____

SIGNATURE: _____ Date: _____

PRINTED NAME: _____

CITY OF TUCUMCARI:

By: _____

Date: _____

PART 5: ASSURANCES AND CERTIFICATIONS

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW THE FUNDS WERE USED. WE WILL EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF TUCUMCARI, AND WILL DELIVER AN ANNUAL EVALUATION REPORT TO THE CITY ON OR BEFORE THE DATE ESTABLISHED FOR SUBMITTAL.

Print your name and title: Charlie Maciel

Signature: *Charlie Maciel*

Date: 5/11/26

LODGERS' TAX REQUEST LETTER OF TRANSMITTAL

THE UNDERSIGNED CERTIFIES THAT THEY HAVE READ AND UNDERSTAND THE ABOVE GENERAL CONDITIONS AND THAT THEY ACCEPT THESE CONDITIONS AND SUBMIT THE ATTACHED REQUEST IN FULL COMPLIANCE WITH THESE CONDITIONS AND THE APPLICABLE PROPOSAL SPECIFICATIONS.

EVALUATIONS MAY BE CAUSE TO RETURN ANY AWARDS FOR THAT YEAR, AND MAY JEOPARDIZE FUTURE AWARDS.

NAME OF FIRM ON W9 _____

AUTHORIZED SIGNATURE _____

NAME PRINTED OR TYPED _____

TITLE/POSITION _____

DATE: _____

ADDRESS: _____ CITY, STATE, ZIP CODE: _____

TELEPHONE #: _____ FAX #: _____ E-MAIL: _____

1. Receipts must be accompanied by a cancelled check or proof of credit card transaction.
2. Invoices must be itemized
3. Invoices must be dated after the approval of the award
4. Reimbursement checks will be processed and mailed within 15 days of receipt of documentation

SUBMIT ALL MATERIALS TO:

City of Tucumcari
 Finance Department
 PO Box 1188
 215 E. Center Street
 Tucumcari, NM 88401

In-person materials drop off at the Finance Department/City Hall.

BRANDING REQUIREMENTS

All recipients of Lodgers' Tax funds must list the City of Tucumcari Lodger's Tax as a Contributor on all advertisements, brochures, and other mediated materials by using the logo. Logos and guide will be provided at time of award notification.

Applicant must agree to use the phrase: "Paid in part by the City of Tucumcari Lodger's Tax Fund" and the City of Tucumcari logo in any advertisement or marketing for their event.

**LODGERS' TAX FUNDS
 GENERAL CONDITIONS**

The City of Tucumcari's Lodgers' Tax Board invites requests for funding to promote tourism and related activities.

NON-DISCRIMINATION: The City of Tucumcari does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with the A.D.A. requirements.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Tucumcari for the performance of this agreement.

Funding is based on City of Tucumcari fiscal year (July 1st to June 30th). Any outstanding funds at June 30th will revert to the Lodger's Tax Fund unless a request to carryover the funds has been received and approved by the City Manager's office before June 15th.

CONTACTS: If clarification is needed on the General Conditions of this proposal, contact the City Clerk's Office at (575) 461-5997.

INCURRING COST: Any cost incurred by the Offeror in preparation, transmittal, cancellation, presentation of any proposal or materials submitted shall be borne solely by the Offeror.

AWARD: Tentative awards will be made by the Lodgers' Tax Board with recommendations to the City of Tucumcari Commission, for final approval.

City of Tucumcari will notify the applicant of their award.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL REQUESTS IN WHOLE OR IN PART, AND TO ACCEPT THE REQUESTS IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF TUCUMCARI.

REQUEST FOR LODGERS' TAX FUNDS

A. APPLICATION PROCESS

Applications using the attached form, must be submitted to the City Clerk's office by March 20, 2026, at 4:00 pm.

Eight (8) copies of the application shall be submitted.

B. OBTAIN APPLICATION: Applications can be obtained on the city website (www.cityoftucumcari.com) on the public forms page.

C. PRESENTATIONS: Presentation will be conducted by all responsible Offerors who submit. Offerors submitting requests will be afforded an opportunity for Q&A after submission and prior to award. The awards shall be made to the responsible Offeror(s) whose presentations are most advantageous in promoting tourism in the City of Tukumcari.

D. Applicants will be placed on the agenda of April 1, 2026, in the order the completed application is submitted.

E. Applicants shall attend this meeting and make a brief presentation (5 minutes maximum) at which time the application will be reviewed.

F. Applications shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the proposal. The Lodgers' Tax Board will evaluate all proposals and conduct interviews.

G. ELIGIBILITY: Any organization, which promotes travel and tourism for the benefit of the Tukumcari area and has an established organization and leadership, which can accomplish the proposed project and can comply with all applicable conditions. The application will be reviewed by the Lodgers' Tax Board for recommendation for approval or denial by the City Commission. Decisions will be returned in writing to the applicant indicating

approval or denial.

Approved projects will receive notification of the funding amount, administrative guidelines and any special conditions of funding.

H. CRITERIA FOR APPROVAL: The following guidelines will be used to evaluate proposals: Tourism Promotion; Innovativeness; Funding History; Marketing Effectiveness; Positive Image of Tukumcari; Project Business and Marketing Scope; Past and Projected Results and Project Evaluation.

I. Only one application per event/project. Multiple organizations may not apply for the same event.

J. Lodger's Tax Board will make a recommendation to the City Commission for the funding level for each applicant.

REPORTING REQUIREMENTS/TIMELINES

EVENT DATES, CANCELLATIONS, CHANGES

All recipients of Lodgers' Tax funds are responsible for completing the proposed project within the approved time-period upon the application.

Changes to event dates must be submitted in writing no less than 30 days prior to the event. Should an event get moved outside of the Fiscal Year the grant award may be terminated and a new application must be submitted for the next Fiscal Year.

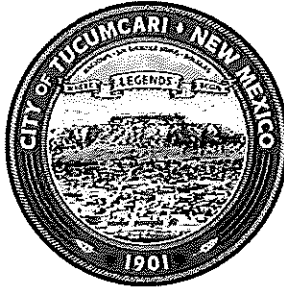
SUMMARY REPORT

A final report is required 90 days following the event and presented to the Lodgers' Tax Board. Failure to file timely may result in denial of future requests.

TIMELINE FOR FUNDING REQUESTS

No later than 90 days after completion of the project, each recipient of Lodgers' Tax funds will submit to the Finance Department

Receipts/invoices and proof of payment must be submitted with appropriate materials:



LODGERS' TAX SUMMARY REPORT
(Turn in no later than 30 days after event)

PART I: CONTACT INFORMATION Date of this Evaluation Form: _____

Organization Name (As Listed on W9):	
Event/Activity/Facility/Attraction Name:	
Event Date(s):	
Event Organizer & Title within Organization:	
Phone Number of Organizer:	
Email of Organizer:	
Location(s):	

PART II: RESULTS

Number of participants (not volunteers/staff):	
Number of volunteers/staff:	

How did you calculate your attendance:

Describe your advertising/marketing/promotional plan and how you used the funds to achieve it:

Describe the impact of your event/activity/facility/attraction on businesses and residents located in Tucumcari:

Failure to submit an evaluation form and post-event expense report may result in denial of further funds in upcoming years.

Approved expenditures including but not limited to:

1. Advertising - 100% of reimbursed funds must be spent on advertising outside a 60 mile radius of Tucumcari
 - a. Social Media – cost of ads only
 - b. Video Production – provide written consent to share the video with City
 - c. Print media (Newspapers, Magazines, Posters) – submit copy of print ad
 - d. Digital – Radio – provide copy of ad
 - e. Billboards – provide image of billboard
 - f. Banners/Posters/Brochures
 - i. Must have City of Tucumcari, NM
 - ii. Submit image or copy
2. T-Shirts/Tote Bags/Duffle Bags
 - a. Must have City of Tucumcari, NM Logo
 - b. Provided to participants only
 - c. Submit image of product
3. Trophies and Awards
 - a. Must have City of Tucumcari, NM Logo
 - b. Submit image of product
4. Websites
 - a. Website construction must be specific to event requested
5. Personnel
 - a. Report must be submitted with reimbursement with the following information:
 - i. Events promoted
 - ii. Events held
 - iii. Events scheduled

Expenditures that are not covered, including but not limited to:

1. Food or drinks of any kind – to include bottled water for participants
2. Goodie bags items if they do not have the City of Tucumcari, NM or City Logo
3. Event expenses (costs of making your actual event happen)
 - a. Rent of facility or equipment
 - b. Lodging or travel for speakers
 - c. Thank You advertisement after the event
 - d. Honorarium for speakers
4. Event decorations
5. Website maintenance fees

City Commission AGENDA ITEM FORM



Meeting: City Commission - 11 Jun 2026
Presenter: Renee Hayoz
Staff Contact: Renee Hayoz, City Manager
Form Purpose: Action Item

**Number of Originals
Needed, including
City Hall:**

Form Type:

TITLE:

Discussion and Action regarding the Marketing Proposal from Elliott Marketing

BUDGET INFORMATION:

Budgeted Amount:

Available Amount:

Expenditure Amount:

ATTACHMENTS:

[Elliott Marketing Proposal](#)

Reviewed by:
Angelica Gray, City Clerk

Renee Hayoz, City Manager

Status:
Approved
- 05 Jun
2026
Approved
- 05 Jun
2026



June 4, 2026
City of Tucumcari

Hello all,

Thank you for allowing Elliott Marketing to present a proposal for a new web site. After our discussion on the content, review of the current site, I estimate your site will have roughly 25 custom pages. This includes a top tab bar that could include items such as Home, About Us, Staff, Links, Payments, Maps and Contact us (these are at your discretion).

Your site includes a basic mobile responsive layout. This allows your site to be viewed well on mobile devices, iPads, and desktop units. It will be easily read on all devices.

Website design is a multi stage process which includes graphic design and internal web development. Elliott Marketing has the capabilities to take care of all of your needs in-house, making this process more convenient for all involved but we will need to work closely with you on the text and content. We understand many links are broken, information is incorrect, and the site needs to be well-organized. This process is not new to us, we have re-designed many sites that have made our clients pleased. One example is cloviseagles.com, another is homespotonline.com.

Our Process:

1. Contractual Agreement and Payment

We will begin work once this agreement is signed and the deposit is received. We ask for half down.

2. Review of current site and outlined plan for new site.

The speed at which a site can be built can be determined by a strong outline of what you want, and don't want on your new site. We will need to have a clear understanding of your needs that is on your must have list. This may be a committee or an individual who has received input. No one wants to waste time and money by moving in the wrong direction.

3. Artwork

After we discuss the content, logo, color scheme, etc, we will build the home page of the site. This usually takes about a week or two. This artwork will simply be a static homepage image, so nothing will be clickable. At that point you can either inform us of any revisions to the design or give us approval to build the site.

3. Dynamic Preview

After you give us approval, our programmers will build the site, and our content developers will insert photos and text and optimize it for search engines. Once the programmers and content developers are finished, we will send you the dynamic preview (clickable pages). This means you will be able to view and navigate the entire site, but it won't be live on the internet yet. You will be billed the second half of your deposit one week after we send you this dynamic preview. A site this large may take up to 2 months.

4. Revisions

Going forward, you will have three full rounds of revisions to make corrections to your site. We do our best to be prompt and attentive to building your site. We ask for the same. Please allot due time in order for us to finish your site properly. If the client fails to contact us within two weeks of a revision, we will put the project on hiatus and bill for web storage.

5. Launch

Once the final payment is received and you are completely satisfied, just give us the green light to set your site live on the internet. If you choose to host the site, we will upload the files to your host and Elliott Marketing will no longer have access to your files. If Elliott Marketing is hosting the site, we will use your purchased domain and host on our Go Daddy plan. Monthly hosting is \$199 and includes two hours of updates per month. Site Lock and email hosting can be added at an additional charge. We encourage all our clients to update their sites with new information on a very regular basis. Google likes new information and it shows in the search results.

6. Organic Results

Please be aware, Search Engine Optimization (SEO) is a process and your business listing, and the organic results will not change overnight. It can take several months to see changes from certain search engines. Elliott Marketing cannot and will not make any guarantees for organic placement on search engine results.

Website rebuild:

\$9800

Website set-up and designed

Roughly 25 custom pages with SEO written content, pictures, sliders

User-friendly layout and professional design

All content searchable from drop-down menus

Search Engine Optimization for organic searches on Google, Bing, etc.

(Please be aware, SEO is a process, and your business listing/results will not change overnight. It could take months to see changes from certain search engines. Elliott Marketing cannot and will not make any guarantees for organic placement on search engine results.)

Maintenance (per month)*

\$199.00*

Hosting and website updates, 2 hours of graphic design per month.

Hosting includes security on the site and monthly analytics supplied in the billing.

The City of Tucumcari will provide new information to us on a regular basis and we will have the changes made within 48 hours (workdays)

Major changes billed at hourly rate.

*Hosting of email accounts is extra.

* A Hosting agreement allows Elliott Marketing to host the web site in perpetuity. After a minimum of 12 months and receipt of written notice, the site can be transferred to another web hosting entity.

However, if you choose to host and update your own site, that cost does not apply.

Thank you for the opportunity to provide this proposal to design and build a website for you. If you have any questions, feel free to call (575) 762-0462.

Thank you for your consideration,

Kathy Elliott
Elliott Marketing
575-760-6257