

Sandra K. Whitehead
Mayor

Steve Green
Mayor Pro-Tem

Jeff Richter
Commissioner



Kathy Clark
Commissioner

Russ Peterson
Commissioner

Juan A. Fuentes
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-0363
www.torcnm.org

**CITY COMMISSION
WORKSHOP
JANUARY 26, 2016**

THE TRUTH OR CONSEQUENCES CITY COMMISSION WILL HOLD A WORKSHOP PRIOR TO THEIR REGULAR MEETING ON TUESDAY, JANUARY 26, 2016, STARTING AT 5:00 P.M. IN THE CITY COMMISSION CHAMBERS, 405 WEST 3RD, TRUTH OR CONSEQUENCES, NEW MEXICO FOR THE PURPOSE OF:

1. Presentation: T&D Services Electrician Distribution Study, Pat Scharff, Principal Engineer, T&D Services

Sandra K. Whitehead
Mayor

Steve Green
Mayor Pro-Tem

Jeff Richter
Commissioner



Kathy Clark
Commissioner

Russ Peterson
Commissioner

Juan A. Fuentes
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-0363
www.torcnm.org

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 400 W. 3RD ST., ON TUESDAY, JANUARY 26, 2016; TO START AT 6:00 P.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Sandra Whitehead, Mayor
Hon. Steve Green, Mayor Pro-Tem
Hon. Jeff Richter, Commissioner
Hon. Kathy Clark, Commissioner
Hon. Russ Peterson, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

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

D. RESPONSE TO PUBLIC COMMENTS

E. CONSENT CALENDAR

1. Public Utility Advisory Board Minutes, December 21, 2015
2. Golf Course Advisory Board Minutes, December 11, 2015
3. Subrecipient Grant Second Quarter Report

F. UNFINISHED BUSINESS

1. Discussion/Action: Approve the appointment of Public Utility Advisory Board recommendation of Ron Pacourek and Grant Montgomery for the two vacancies. George Szigeti, Chairman

G. NEW BUSINESS

1. Discussion/Action: Professional Services Agreement Extension between the City and Griffin & Associates. Juan Fuentes, City Manager
2. Discussion: Request to consider including R. Lee Tafoya in the name of the Armory Building. Ivan Padilla, Requestor
3. Discussion/Action: Contract Award Request for Proposal #15-16-002 for Legal Services. Pat Wood, CPO
4. Discussion/Action: Contract Award Request for Proposal # 15-16-004 Golf Course Award. Pat Wood, CPO
5. Discussion/Action: Amendment to the Fiscal Agreement for Professional Services with South Central Council of Governments (SCCOG) for Project #13-1783 Animal Shelter. Juan Fuentes, City Manager
6. Discussion/Action: For Publication amending the Ordinance related to the Public Utility Advisory Board. Juan Fuentes, City Manager
7. Discussion/Action: Request for Approval to prepare an Ordinance to revise Section 2-373 of the Code of Ordinances related to the Municipal Judge; qualifications; and salary. Beatrice Sanders, Municipal Judge.

H. REPORTS

1. City Manager
2. City Attorney
3. City Commission

I. EXECUTIVE SESSION

1. Limited Personnel Matters (Police Department) *Pursuant to 10-15-1(H)(2)*

J. ADJOURNMENT

NEXT CITY COMMISSION MEETING FEBRUARY 9, 2016



1.

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Presentation T&D Services Electrician Distribution Study, Pat Scharff, Principal Engineer, T&D Services.

BACKGROUND:

T&D Services was engaged by the City to evaluate the performance of the electric system for existing and future loads through 2034. This evaluation includes recommendations for system modifications and for utility operations changes to ensure safe and reliable electric service to the City's utility service consumers.

SUPPORT INFORMATION:

- T&D Services Asset Management Plan 2014-2024

Name of Drafter: Christina Bruch	Department: Electric Department	Meeting date: 1-26-2016
E-mail: cbruch@torcnm.org	Phone: 575-894-6673	



City of Truth or Consequences Asset Management Plan

Distribution System Performance Assessment

January 26, 2016



Scope of Assessment

- ❖ Create computer model of electrical system from field inventory GIS data
- ❖ Assess system performance for existing and future loads through 2034.
- ❖ Recommend improvements to
 - Improve performance
 - Improve operability
 - Improve reliability



Performance Improvements

- ❖ Voltages comply with ANSI C84.1 recommendations
 - Capacitor additions
- ❖ Conductor loads within RUS recommendations
- ❖ Balance loads among feeders and phases
- ❖ Reduce system losses
 - Capacitor additions
- ❖ No equipment overloads
 - Add new substation



Operability Improvements

- ❖ Ability to transfer loads among feeders
 - Add switches
- ❖ Load transfer switching recommendations for contingencies
- ❖ System records maintenance



Reliability Improvements

- ❖ Protective device additions on feeders
- ❖ Feeder protective device settings
- ❖ Change from fuse saving to fuse blowing philosophy
- ❖ Substation protective device settings
- ❖ Fuse sizes for coordination with protective devices
- ❖ Substation maintenance recommendations



Study Methodology

- ❖ System model developed from field inventory data
 - Milsoft WindMil® analysis software used
- ❖ Feeder peak loads estimated by T&D
 - Based on feeder current readings in July 2014
 - Feeder kW and kVAR readings preferred
 - Feeder load data provided by T or C was unusable
- ❖ Studies done for N-0 and N-1 conditions
 - With and without large PV systems operating
- ❖ 2.5% annual growth rate provided by T or C

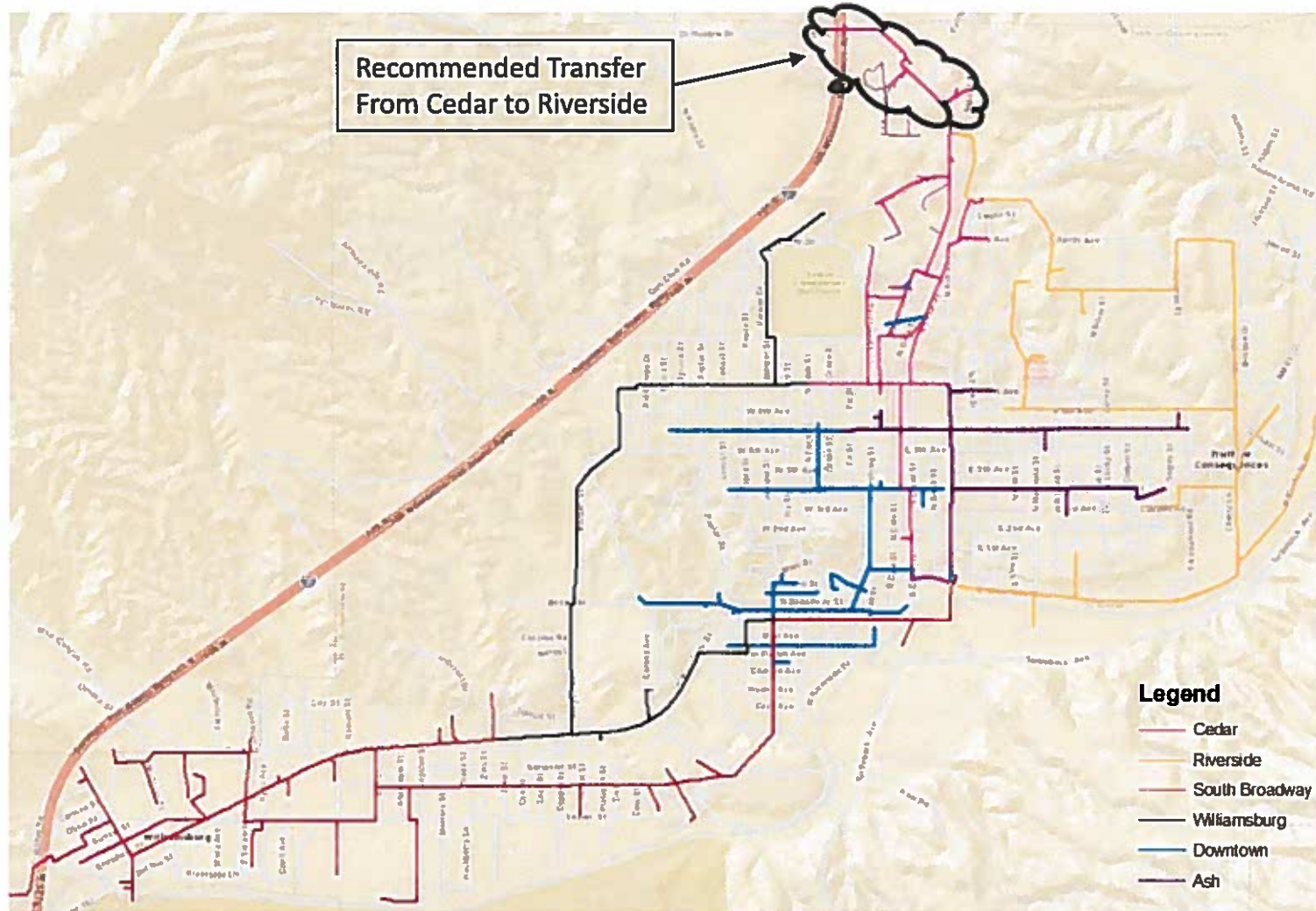


Study Results

- ❖ System generally robust
 - No overloaded conductors
 - Substation transformers well within ratings
- ❖ Items needing attention
 - Low voltage on some tap lines
 - Low power factor on all feeders and system
 - Lack of switching flexibility
 - Lack of automatic sectionalizing to minimize impact and duration of outages
 - Substation loading for transformer outage
 - Substation relay settings



T or C Electrical System





Existing Substation Loads

SUBSTATION LOADING - 2014									
	VOLTAGE kV	TRANSFORMER RATING(MVA)	Substation Get-a-way Rating	PEAK-2014**				CAPACITY USED(%)	
				KW	KVAR	PF	KVA	Get-a-Way	Transformer
Hot Spring Substation South	115-12.74/7.2	10/12.5/14		4,827	2,344	90	5,369		38.35
Ash Ckt	12.47		320Amps	874	423	90	972	14.06	
Cedar Ckt	12.47		320Amps	2,052	999	90	2,283	33.03	
Riverside Ckt	12.47		320Amps	1,901	920	90	2,113	30.57	
Hot Spring Substation North	115-12.47/7.2	10/12.5/14		6,267	3,037	90	6,969		49.78
Downtown Ckt	12.47		320Amps	2,383	1,153	90	2,649	38.33	
South Broadway Ckt	12.47		320Amps	1,582	767	90	1,762	25.50	
Williamsburg Ckt	12.47		320Amps	2,302	1,112	90	2,557	37.00	



Projected Substation Loads For Existing System

	Rating(MVA)		2014			Capacity Used (%)		2016			Capacity Used (%)		2018			Capacity Used (%)		2020			Capacity Used (%)	
	Xfmr	Get-a-way	KW	KVAR	KVA	Get-a-way	Xfmr	KW	KVAR	KVA	Get-a-way	Xfmr	KW	KVAR	KVA	Get-a-way	Xfmr	KW	KVAR	KVA	Get-a-way	Xfmr
South Transformer	10/12.5/14		4,827	2,344	5,369		38.4	5,071	2,477	5,646		40.3	5,315	2,609	5,924		42.3	5,559	2,742	6,201		44.3
Ash Ckt		6.9	874	423	972	14.1		917	444	1,020	14.8		961	466	1,069	15.5		1,005	487	1,118	16.2	
Cedar Ckt		6.9	2,052	999	2,283	33.0		2,156	1,055	2,401	34.7		2,259	1,110	2,518	36.4		2,364	1,166	2,636	38.1	
Riverside Ckt		6.9	1,901	920	2,113	30.6		1,998	975	2,224	32.2		2,094	1,031	2,335	33.8		2,190	1,087	2,446	35.4	
North Transformer	10/12.5/14		6,267	3,037	6,969		49.8	6,585	3,202	7,327		52.3	6,903	3,368	7,686		54.9	7,221	3,535	8,046		57.5
Downtown Ckt		6.9	2,383	1,153	2,649	38.3		2,503	1,212	2,782	40.3		2,623	1,271	2,915	42.2		2,742	1,330	3,049	44.1	
So. Broadway Ckt		6.9	1,582	767	1,762	25.5		1,663	807	1,851	26.8		1,742	847	1,941	28.1		1,822	887	2,030	29.4	
Williamsburg Ckt		6.9	2,302	1,112	2,557	37.0		2,421	1,179	2,692	39.0		2,539	1,247	2,828	40.9		2,658	1,315	2,965	42.9	
	Rating(MVA)		2023			Capacity Used (%)		2026			Capacity Used (%)		2030			Capacity Used (%)		2034			Capacity Used (%)	
	Xfmr	Get-a-way	KW	KVAR	KVA	Get-a-way	Xfmr	KW	KVAR	KVA	Get-a-way	Xfmr	KW	KVAR	KVA	Get-a-way	Xfmr	KW	KVAR	KVA	Get-a-way	Xfmr
South Transformer	10/12.5/14		5,928	2,943	6,619		47.3	6,293	3,144	7,036		50.3	6,782	3,413	7,595		54.3	7,273	3,684	8,156		58.3
Ash Ckt		6.9	1,072	519	1,191	17.2		1,137	551	1,264	18.3		1,224	594	1,362	19.7		1,312	637	1,459	21.1	
Cedar Ckt		6.9	2,521	1,250	2,814	40.7		2,675	1,335	2,993	43.3		2,885	1,448	3,229	46.7		3,095	1,562	3,467	50.2	
Riverside Ckt		6.9	2,336	1,171	2,613	37.8		2,479	1,256	2,780	40.2		2,673	1,369	3,004	43.5		2,867	1,483	3,229	46.7	
North Transformer	10/12.5/14		7,699	3,794	8,583		61.3	8,180	4,040	9,129		65.2	8,822	4,379	9,854		70.4	9,465	4,721	10,583		75.6
Downtown Ckt		6.9	2,923	1,418	3,249	47.0		3,102	1,507	3,450	49.9		3,342	1,625	3,717	53.8		3,582	1,744	3,985	57.7	
So. Broadway Ckt		6.9	1,947	948	2,165	31.3		2,063	1,008	2,300	33.3		2,224	1,090	2,480	35.9		2,385	1,171	2,661	38.5	
Williamsburg Ckt		6.9	2,837	1,417	3,171	45.9		3,016	1,521	3,378	48.9		3,257	1,661	3,656	52.9		3,499	1,801	3,936	56.9	

By 2020 the total substation load exceeds the rating of a single transformer



New Capacitors



3,000kVAR of new switched capacitor banks recommended

- Improves feeder voltages
- Improves feeder and system power factor
- Reduces substation load
- Reduces losses

Year	Ash	Cedar	Riverside	Downtown	South Broadway	Williamsburg
2016	1-New 300kVAR	1-New 150kVAR	3- New 300kVAR	1-New 300kVAR	1- New 300kVAR, Upgrade Existing 150 KVAR to 300 KVAR and Relocate , Upgrade another existing 150 kVAR to 600kVAR	1- New 150kVAR, 1-New 300kVAR
2024			Relocate 300 kVAR			
2026					Upgrade 300kVAR to 600kVAR	
2030					1- 300kVAR	



Projected Substation Loads After Capacitor Additions and Load Transfers

Cumulative Load Growth %	Year	Substation Peak Load when P.V's are OFF & Capacitors OFF			Substation Peak Load when P.V's are OFF& Capacitors ON		
		North Transformer(KVA)	South Transformer(KVA)	Total(MVA)	North Transformer(KVA)	South Transformer(KVA)	Total(MVA)
0	2014	6,997.0	5,403.3	12.4	4,951.9	6,365.9	11.3
5	2016	7,358.4	5,684.0	13.0	5,220.7	6,709.1	11.9
10	2018	7,720.6	5,965.3	13.7	5,491.2	7,054.7	12.5
15	2020	8,083.7	6,247.3	14.3	5,763.2	7,402.5	13.2
20	2022	8,447.8	6,529.9	15.0	6,036.5	7,752.3	13.8
22.5	2023	8,630.1	6,671.4	15.3	6,173.6	7,927.9	14.1
25	2024	8,812.6	6,813.1	15.6	6,311.0	8,104.0	14.4
30	2026	9,178.4	7,096.9	16.3	6,586.7	8,457.4	15.0
40	2030	9,912.7	7,666.5	17.6	7,141.5	9,169.1	16.3
50	2034	10,650.9	8,238.7	18.9	7,700.3	9,886.6	17.6

Substation capacity not exceeded until 2023

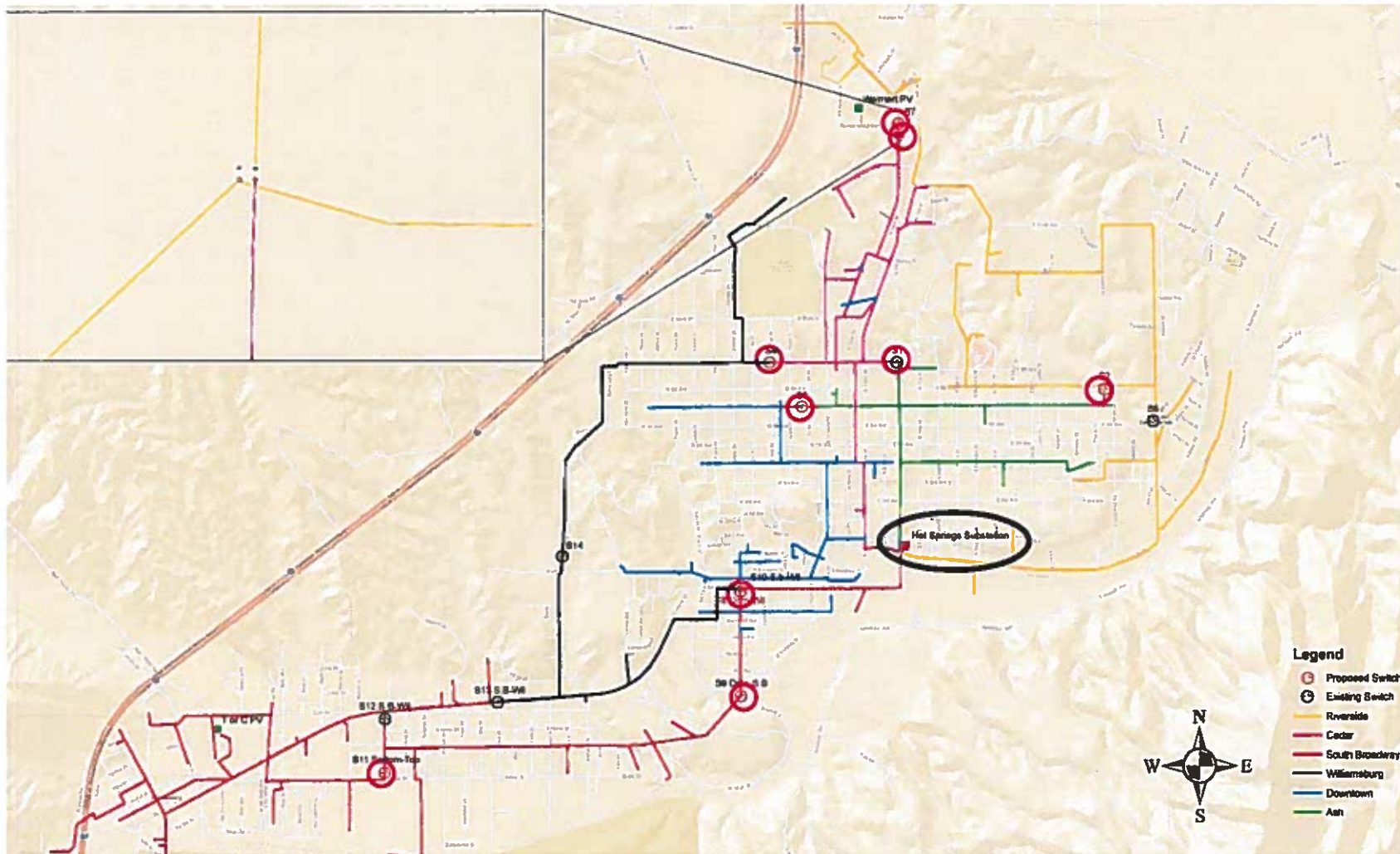


Switch Additions

- ❖ 9 new switches recommended
 - Operational flexibility
 - Balance loads among feeders
 - Quickly transfer loads among feeders for planned and forced outages



Switch Locations



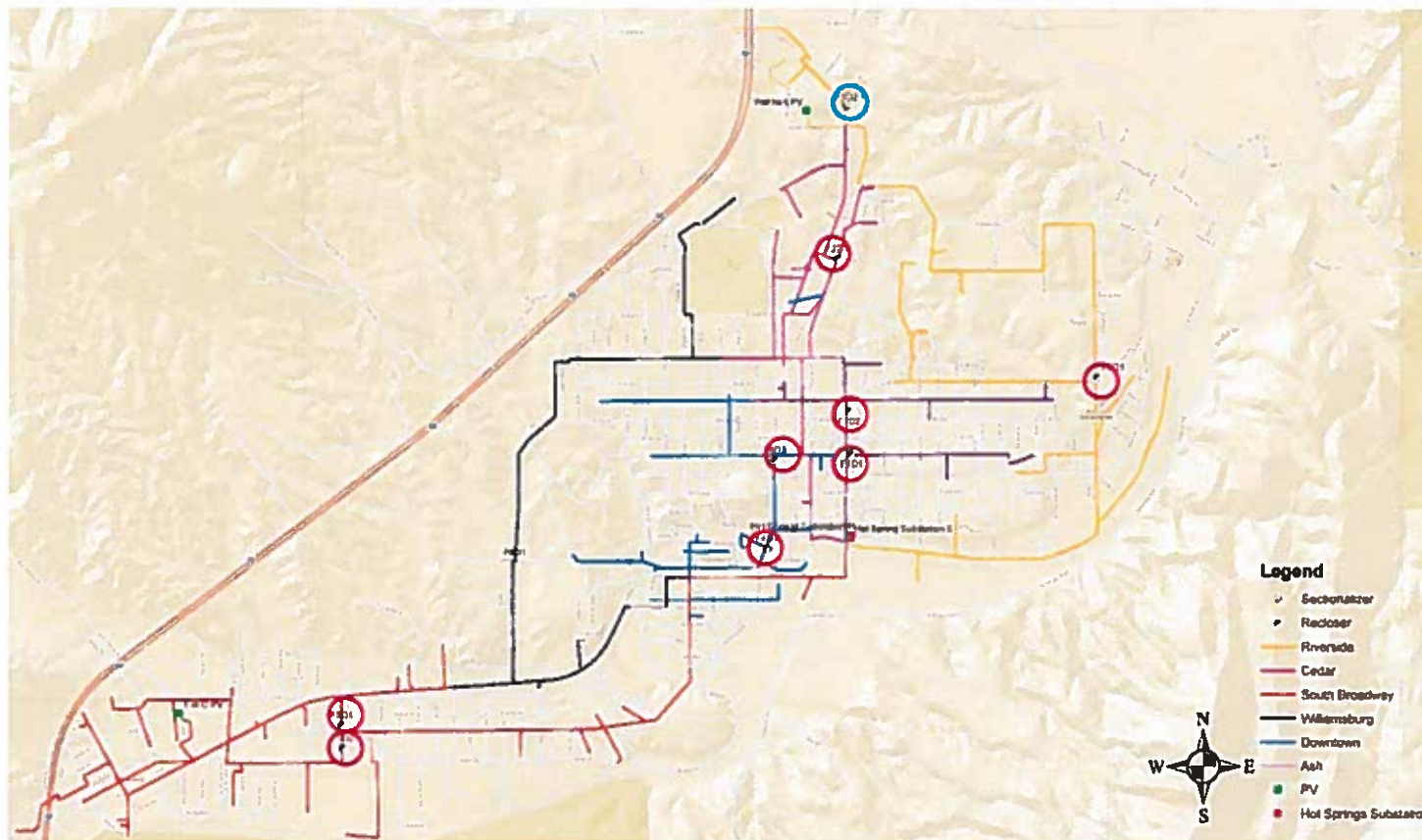


Protective Device Additions

- ❖ Currently no automatic reclosing protective devices beyond the substation
- ❖ Reclosers provide automatic line sectionalizing
 - Reduces the number of permanent feeder outages
 - Minimizes the number of customers impacted by outages
- ❖ 10 protective devices recommended
 - 7 hydraulic control reclosers
 - 2 electronic control reclosers
 - 1 sectionalizer
- ❖ Substation relay setting changes recommended
 - Compatible with fusing philosophy



Recloser Locations





Additional Recommendations

❖ Upgrade substation metering

- Feeders and transformers
 - Metering for peak kW and kVAR or PF as well amperes
 - By phase and date & time stamped preferable
- Maintain records of monthly peak feeder and transformer loads

❖ Maintain substation equipment

- Schedule tap changer maintenance as soon as practical
- Breakers and relays per manufacturer recommendations
- Maintain records of maintenance and recommendations



Additional Materials

- ❖ System model in Milsoft WindMil® format
- ❖ System maps in PDF format
- ❖ Lines and substation condition assessments by separate reports
- ❖ System inventory with photos linked to Google earth for geo tracking
 - Currently on T&D server soon to be on local T or C files

Executive Summary

T & D Services was engaged by the City of T or C to evaluate the performance of T or C's electric system for existing and future loads through 2034. T&D's evaluation of T or C's electric system performance includes recommendations for system modifications and for utility operations changes to ensure safe and reliable electric service to the city's utility service consumers. As part of the process of evaluating the performance of T or C's electric system, T&D has created a detailed computer model of the T or C electric system. Creation of the T or C system computer model required the collection of detailed information via a field inventory of the T or C distribution system physical plant. Summaries of T&D's field inventory results have been provided to T or C in previous reports. This report identifies system deficiencies and contains recommendations for maintaining safe, reliable service as the system load increases. The report addresses system performance for system normal operating conditions and configurations and for outage conditions through the year 2034.

Milsoft Utility Solutions' Windmil® engineering analysis software was used for the power flow and fault studies required to evaluate the performance of the T or C distribution system. Milsoft Utility Solutions' LightTable software was used to aid in evaluating the coordination of protective devices for faulted conditions. The performance of T or C's distribution system during peak loads periods was evaluated for each year of a twenty year study period, 2014-2034, for both normal (N-0) and contingency (N-1) configurations using a 2.5% per year annual load growth rate.

The assumed existing power factor of 90% for each of the feeders is much lower than the desired 100% power factor. Correction of the low power factor is addressed in the performance evaluation recommendations. The power flow study results show that the performance of the T or C distribution system, for both normal and recommended contingency configurations, is fairly robust with few deficiencies throughout the twenty year study period. There are no overloaded conductors during the study period. However, the power flow studies did identify a few areas of low voltage that will be corrected when the recommended new capacitor banks, which are also required for power factor correction, are installed. Although not a deficiency, the power flow studies also indicate that a new switch, and an accompanying permanent load transfer to balance load among feeders and improve system performance, is needed.

The power flow studies also indicated that feeders, South Broadway, Williamsburg, Riverside and Downtown have load imbalances among the phases that need attention. Balancing load among phases on a feeder requires a high degree of certainty about the correct phase identification for the feeder conductors and the tap lines along the feeder. Field verification of conductor phasing is the first step in balancing load among phases. Although the computer model created by T&D is based on the best information available, the phasing of specific individual conductors is not considered to be reliable enough to provide recommendations for physically moving taps from one phase to another for load balancing. Nonetheless, T&D recommends that the loads on the South Broadway, Williamsburg Riverside and Downtown Feeder be better balanced among the phases.

To correct the 90% power factor to a value closer to 100% and to mitigate low voltages identified during the power flow studies, T&D recommends the installation of 3,000kVAR of switched capacitors on the distribution network. The new capacitor banks are recommended to have voltage type switch control. Table 1 shows the feeders and timing for installing the recommended capacitors.

Year	Ash	Cedar	Riverside	Downtown	South Broadway	Williamsburg
2016	1-New 300kVAR	1-New 150kVAR	3- New 300kVAR	1-New 300kVAR	1- New 300kVAR, Upgrade Existing 150 KVAR to 300 KVAR and Relocate, Upgrade another existing 150 kVAR to 600kVAR	1- New 150kVAR, 1-New 300kVAR
2024			Relocate 300 kVAR			
2026					Upgrade 300kVAR to 600kVAR	
2030					1- 300kVAR	

Table 1: Recommended VAR Additions.

The recommended capacitor installations are based on an assumption of a 90% existing power factor for each of the feeders. Prior to purchasing or installing the proposed capacitors, it is recommended that kW and kVAR metering be installed on the Hot Springs feeders and monitored to confirm that the assumed 90% power factor is appropriate.

To facilitate transfers of load between feeder and load balancing among feeders nine new three-phase, gang-operated, load-break switches are recommended to be installed in 2016. Table 2 indicates which feeders that are to have the new switches installed.

Year	Ash	Cedar	Riverside	Downtown	South Broadway	Williamsburg
2016	2-switches	2-switches Transfer 750kW to Riverside	1-switch	2-switches	1-switch, Transfer load from Top Circuit to Bottom Circuit	1-switch,

Table 2: Recommended Switch Additions.

After the new switches have been installed, T&D recommends that 750kW of load be permanently transferred from the Cedar Feeder to the Riverside Feeder.

The following backup feeders are recommended for load transfers during forced or planned feeder outages. These recommended load transfers assume that the recommended switches and capacitors have been installed and that the permanent load transfer from Cedar to Riverside has been made. Table 3 shows recommended load transfers.

Feeder Out	Backup Feeder
Ash	Downtown
Cedar	Ash
Downtown	Ash
Riverside	Ash
South Broadway	Williamsburg
Williamsburg	Cedar

Table 3: Recommended Backup Feeders for Contingencies.

In 2023 the total load on Hot Springs Substation will exceed the 14 MVA 65°C rise rating of the individual transformers. T&D recommends that, when the total load on the Hot Springs Substation exceeds 14 MVA, a new 10/12.5/14 MVA substation resource be constructed in the Williamsburg area. The timing of the need for the new substation will depend on the actual load growth experienced on the T or C system in the coming years. If the actual load growth is less than the assumed 2.5% per year the need for an additional substation resource could be extended well beyond 2023.

To minimize the number of consumers impacted by temporary faults or subjected to outages caused by permanent line faults, nine new three-phase reclosers and one three-phase sectionalizer are recommended to be installed. The recommended recloser ratings and types of control are based on the ability of the recloser to interrupt the available fault current and to coordinate with upstream protective devices. To reduce outage times on the system for temporary and permanent fault events, changes to the substation main and feeder breaker relay settings are also recommended. Table 4 lists the recommended feeder reclosers and sectionalizer installations. Table 5 shows the recommended new settings for each substation main and feeder breaker relay. Table 6 shows the recommended settings for the reclosers using an electronic control on the Riverside and Downtown feeders.

Feeder	Device		
	Name	Type	Rating (Amps)
Ash	F1D1	Recloser - Hydraulic W (or) VW	70.0
	F1D2	Recloser - Hydraulic W (or) VW	70.0
Cedar	F2D1	Recloser - Hydraulic W (or) VW	50.0
Riverside	F3D1	Recloser - Electronic	600.0
	F3D2	Sectionalizer	50.0
Downtown	F4D1	Recloser - Electronic	600.0
	F4D2	Recloser - Hydraulic W (or) VW	70.0
South Broadway	F5D1	Recloser - Hydraulic W (or) VW	70.0
	F5D2	Recloser - Hydraulic W (or) VW	50.0
Williamsburg	F6D1	Recloser - Hydraulic W (or) VW	35.0

Table 4: Recommended Protective Devices.

The recommended new substation relay settings are based on an assumption about the CT ratios for each of the relays. Although the assumed CT ratios of being 250:50 are quite likely correct, they should be verified through either a review of the current substation's as-built drawings or a physical inspection of the CTs before the relay settings are changed. The recommended recloser settings and ratings are based on implementation of the recommended substation relay settings. Consequently, different substation relay settings could result in different recloser recommendations.

Feeder: North Main				
Phase	TCC Curve	Min Trip	800.0	Amps
		Curve	I2	
		Time Dial	1.5	
		Instantaneous*	4,800.0	Amps
		# of operations	1.0	
Ground	TCC Curve	Min Trip	192.0	Amps
		Curve	I2	
		Time Dial	3.0	
		Instantaneous*	4,800.0	Amps
		# of operations	1.0	

Feeder: South Main				
Phase	TCC Curve	Min Trip	800.0	Amps
		Curve	I2	
		Time Dial	1.5	
		Instantaneous*	4,800.0	Amps
		# of operations	1.0	
Ground	TCC Curve	Min Trip	192.0	Amps
		Curve	I2	
		Time Dial	3.0	
		Instantaneous*	4,800.0	Amps
		# of operations	1.0	

Feeder: Downtown				
Phase	TCC Curve	Min Trip	250.0	Amps
		Curve	I2	
		Time Dial	1.0	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	
Ground	TCC Curve	Min Trip	150.0	Amps
		Curve	I2	
		Time Dial	1.8	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	

Feeder: Ash				
Phase	TCC Curve	Min Trip	250.0	Amps
		Curve	I2	
		Time Dial	1.0	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	
Ground	TCC Curve	Min Trip	150.0	Amps
		Curve	I2	
		Time Dial	1.8	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	

Feeder: South Broadway				
Phase	TCC Curve	Min Trip	250.0	Amps
		Curve	I2	
		Time Dial	1.0	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	
Ground	TCC Curve	Min Trip	150.0	Amps
		Curve	I2	
		Time Dial	1.5	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	

Feeder: Cedar				
Phase	TCC Curve	Min Trip	250.0	Amps
		Curve	I2	
		Time Dial	1.0	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	
Ground	TCC Curve	Min Trip	150.0	Amps
		Curve	I2	
		Time Dial	1.2	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	

Feeder: Williamsburg				
Phase	TCC Curve	Min Trip	250.0	Amps
		Curve	I2	
		Time Dial	1.0	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	
Ground	TCC Curve	Min Trip	150.0	Amps
		Curve	I2	
		Time Dial	1.0	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	

Feeder: Riverside				
Phase	TCC Curve	Min Trip	250.0	Amps
		Curve	D	
		Time Dial	1.0	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	
Ground	TCC Curve	Min Trip	150.0	Amps
		Curve	D	
		Time Dial	1.5	
		Instantaneous*	4,500.0	Amps
		# of operations	4.0	

* For Instantaneous Time Delay = 0 Sec

Table 5: Recommended Substation Relay Settings.

Feeder: Riverside, Device: F3D1				
Phase	Fast Curve	Min Trip	170	Amps
		Curve	17	
		Time Dial	1.2	
		# of operations	2	
	Slow Curve	Min Trip	170	Amps
		Curve	8	
		Time Dial	0.6	
		# of operations	2	
Ground	Fast Curve	Min Trip	100	Amps
		Curve	17	
		Time Dial	3	
		# of operations	2	
	Slow Curve	Min Trip	100	Amps
		Curve	8	
		Time Dial	0.75	
		# of operations	2	

Feeder: Downtown, Device: F4D1				
Phase	Fast Curve	Min Trip	170	Amps
		Curve	17	
		Time Dial	1.2	
		# of operations	2	
	Slow Curve	Min Trip	170	Amps
		Curve	8	
		Time Dial	0.6	
		# of operations	2	
Ground	Fast Curve	Min Trip	100	Amps
		Curve	17	
		Time Dial	3	
		# of operations	2	
	Slow Curve	Min Trip	100	Amps
		Curve	8	
		Time Dial	0.75	
		# of operations	2	

Table 6: Recommended settings for electronic control reclosers on Riverside and Downtown feeders.

T or C has expressed a desire to migrate to a "fuse blowing" protective device coordination policy. T & D has not attempted to make recommendation for the myriad of possible fuse rating combinations that will coordinate with other fuses and upstream reclosing devices for a fuse blowing protection philosophy. Table 7 shows the recommended maximum size K link expulsion fuse sizes that will coordinate with the recommended reclosers for a fuse blowing policy.

Upline Protective Device	Downline Largest Recommended Fuse
Feeder Relay	40K
Electronic Recloser	15K
Hydraulic Recloser 70 W or VW	10K
Hydraulic Recloser 50 W or VW	8K
Hydraulic Recloser 35 W or VW	8K

Table 7 : Recommended Protective Devices.

The Basler relays installed at Hot Springs Substation can only provide instantaneous currents or a peak current measurement since the relay data was last reset. Current data by itself is not sufficient to assess system performance. It is recommended that metering be installed on each of the feeders and on the bus main breakers at Hot Springs Substation that is capable of measuring both kW and kVAR and storing the peak values of kW and kVAR measured since the last reset.

It is recommended that peak load readings (kW, kVAR and ampere) for feeders and main breakers be collected each month and that a record of the monthly readings be maintained. A historical record of system and feeder load data is essential for observing trends that may be indicative of existing or developing problems as well as for conducting system performance studies.

It is recommended that a complete set of substation as-built drawings for Hot Springs Substation be obtained and maintained on site. These drawings are critical for trouble shooting substation problems, and for making repairs or modifications.

It appears that the substation relays and breakers have not been tested or maintained within the past ten years. It is recommended that the relays and breakers be tested and maintained in accordance with the manufacturers' recommended schedules. Records of breaker and relay testing and test results should be maintained in a secure location and readily accessible for review by operations and engineering personnel.

It appears that the Hot Springs Substation transformers are overdue for tap changer maintenance. Load tap changers need to be maintained on a schedule determined by the manufacturer. The LTC maintenance schedule is based on the number of tap changer operations accumulated since the last maintenance was performed. Failure to maintain taps changers in accordance with the manufacturer's recommendations could lead to a costly tap changer failure and the transformer being out of service for an extended period while repairs are made.

PUBLIC UTILITY ADVISORY BOARD
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

E.1

Monday, December 21, 2015

Action Minutes

REGULAR MEETING

TIME & PLACE: The Public Utility Advisory Board of the City of Truth or Consequences, New Mexico, in the County of Sierra, and State of New Mexico, met in Regular Session in full conformity with the Law and Ordinances of said Board, in the City Commission Chambers of said City, on Monday the 21st day of December 2015 at 5:30 P.M.

PRESIDING OFFICER: The meeting was called to order by George Szigeti, Chairman, and Priscilla Fuentes acted as Secretary.

ATTENDANCE: Upon calling the roll the following members were reported present:

George Szigeti, Chairman
Jeff Dornbusch, Vice-Chairman
Alvin Siffring, Member

Absent:

Jan Bennett, Member

Also Present:

Juan Fuentes, City Manager
Renee Cantin, City Clerk
Christina Bruch, Electric Administrative Assistant
Traci Burnette, Water/Wastewater Administrative Assistant
Priscilla Fuentes, Clerk 1

QUORUM: There being a quorum present the Board proceeded with the business at hand.

APPROVAL OF AGENDA: George Szigeti, Chairman, called for approval of the Agenda.

"Alvin Siffring, moved approval of the Agenda as submitted."

Seconded by Jeff Dornbusch
Motion carried unanimously.

**APPROVAL OF
MINUTES:**

George Szigeti, Chairman, called for review and approval of minutes of the Regular meeting held Monday, November 16, 2015.

"Alvin Siffring moved approval of the minutes of the Regular meeting held Monday, November 16, 2015 as submitted."

Seconded by Jeff Dornbusch
Motion carried unanimously.

**COMMENTS
FROM THE
PUBLIC:**

None.

**USAGE OF
GRAY WATER:**

Discussion/Action: Usage of Gray Water – Jeff Dornbusch:

Jeff Dornbusch proposed that the City take up an addition of Gray Water to their Water Conservation Plan noting that the use of Gray Water for irrigation residential landscapes has been the benefit of conserving potable water, and reducing the amount of wastewater needing treatment. Gray Water makes up 1/3 to 2/3 of residential wastewater stream. Gray Water is the water that contains little to no solids. This waste stream comes from water use from bathing, showering, personal hygiene such as hand washing and tooth brushing and laundry. Black Water is from commodes, kitchen sinks, dish washers, and therefore contains high amounts of solids and is not eligible. Homeowners who use Gray Water for watering outside plants and/or gardens conserve potable water, and save the City from unnecessary treating this waste stream.

Alvin Siffring stated that he believes that it would be fairly expensive to retrofit a lot of them.

Jeff Dornbusch noted that it is something the City should at least consider.

Chairman George Szigeti noted that sending this item to the company who is handling the water conservation plan would be the appropriate thing to do at this point and time.

City Manager Juan Fuentes noted that he will forward the item to the engineers who are in charge of the Water Conservation Plan.

"Chairman George Szigeti moved that they forward the proposal to the Engineers who are preparing the Water Conservation Study."

Seconded by Jeff Dornbusch
Motion carried unanimously.

**ELECTRIC RATE
FOR ECONOMIC
DEVELOPMENT:**

**Discussion/Action: Electric Rate for Economic Development-
George Szigeti, Chairman:**

George Szigeti, Chairman suggested that they look into the Electric Rate for Economic Development and make it less restrictive.

"George Szigeti, Chairman moved that he will take the information to Steve Green and Kathy Clark to see if we can incorporate this to LEDA."

Seconded by Jeff Dornbusch
Motion carried unanimously.

**ORD.
AMENDING
CHAPTER 14:**

**Discussion/Action: An Ordinance Amending Chapter 14,
Article II, Section 14-30, Access to Property Inspection -
Christina Bruch, Electric Admin. Assistant & Traci Burnette,
Water/Wastewater Admin. Assistant:**

Traci Burnette, Water/Wastewater Admin Assistant, and Christina Bruch, Electric Division Admin Assistant reviewed the amended ordinance with the Board.

Chairman George Szigeti noted that the ordinance should reflect that the moving of meters or equipment would need to be done at the customer's expense.

"George Szigeti, Chairman moved that the ordinance be forwarded to the City Commission for consideration."

Seconded by Alvin Siffring
Motion carried unanimously.

**PUAB
VACANCY:**

Discussion/Action: Public Utility Advisory Board Vacancy:

Chairman George Szigeti noted that he received a resignation letter from Board member Jan Bennett. Mr. Bennett is resigning due to health issues, which means we now have two vacancies on the Board.

Ron Pacourek and Grant Montgomery gave the board brief overview of their qualifications.

“Alvin Siffring moved that they submit the names of the two applicants to the City Commission for appointment to the Public Utility Advisory Board.”

Seconded by Jeff Dornbusch
Motion carried unanimously.

FALL CLEANUP: Discussion/Update: Fall Cleanup - Andy Alvarez, Sanitation Director:

The Board briefly discussed the success of the Fall Cleanup Day.

SOLID WASTE DEPT. UPDATE: Discussion/Update: Solid Waste Department ; Andy Alvarez, Sanitation Director

No report was given.

ELECTRIC DEPARTMENT UPDATE: Discussion/Update: Electric Department - Boaz Easley, Electric Division Director:

Christina Bruch Electric Division Admin Assistant introduced herself to the Board gave a brief overview of the operations in the Electric Department.

Discussion ensued with no action taken.

WATER/WASTE WATER DEPT. UPDATE: Discussion/Update: Water/Wastewater Department - Jesus Salayandia, Water/Wastewater Director

Traci Burnette, Water/Wastewater Admin Assistant, gave a brief overview of the operations in the Water and Wastewater Department.

Discussion ensued with no action taken.

COMMENTS
FROM THE
BOARD:

Chairman George Szigeti announced that the next PUAB meeting will be held Tuesday, January 19, 2016 and the February meeting will be held February 16, 2016.

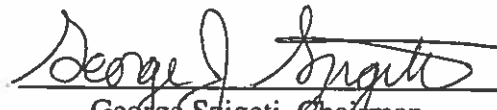
COMMENTS
FROM STAFF:

Traci Burnette Water/Wastewater Admin Assistant noted that a water leak was reported on 6th Street.

ADJOURNMENT: There being no further business to come before the Public Utility Advisory Board, George Szigeti, Chairman, declared the meeting adjourned.

APPROVAL:

PASSED AND APPROVED this 19th day of January 2016, on motion duly made
by Alvin Siffering, seconded
by Jeff Dornbusch, and carried.


George Szigeti, Chairman
Public Utility Advisory Board

TRUTH OR CONSEQUENCES GOLF ADVISORY BOARD
MEETING OF DECEMBER 11th, 2015 @5:00 PM
T OR C MUNICIPAL GOLF COURSE

1. The meeting was called to order by Chairperson Les Dufour at 5:05PM.
2. Members present: Chairperson, Les Dufour, Co-Chairperson Vivian Bonner, member Mary Ann Weaver, new member Linda Hale, and new member Leroy Bierner.
3. Approval of Agenda: Linda made a motion to approve, seconded by Leroy. Motion passed unanimously.
4. Welcome guests: In attendance were Juan Fuentes (City Manager), Imogene Stark and Terry Taylor.
5. Comments From The Public: No public comments were received at this time.
6. Response to comments: No response.
7. Reading/Approval of Minutes from October 12th. Both Linda and Leroy abstained since they were not on the Board at the time. Mary Ann made a motion to approve; seconded by Vivian; motion passed unanimously.
8. A: Status of \$1 fund – tabled.
B: Long Range Planning tabled.
C: O & M Plan: tabled.
9. A. Course Condition: Terry Taylor stated that the fairways were in good condition. He tried to re-seed #1 and #6 greens but that it probably was too late (as he feared). Very little response to seeding. Considering repairing parts of #1 green (patch work) and remove temporary green. Linda asked about over-seeding with Winter Rye, and Terry Taylor responded that he didn't think it would work. Terry also reported that one pump station still had a board out- is still problematic for watering some areas. Discussion was also held concerning a filter system for the effluent pond water. Concern is that most of the contaminants in the water are in suspension and don't come out of the water until it sets in the pipes. Terry reported that they still use both the new and old pumping systems and that both were working correctly. Old system needed maintenance on main valve which is a weekly maintenance issue. Terry feels that the entire distribution system needs to be replaced (main lines as well as laterals).
B. Pumps: New system seems to be working. No culvert (?) / housing around new valve has been installed yet so a large hole is still there.
C. City Match Fund : Juan explained the fund to Leroy and Linda (see spreadsheet attached).
D. Equipment -- New fairway mower arrived a month ago: Terry has not used it to date. Terry still hasn't heard back on work being done to old rough mower. Don't know if he can get it working yet or not.
E. ICIP request/process: Juan notified Les on Wednesday that proposals were being presented to the Commissioners on Tuesday, December 15th. Juan explained that the fund, amount (\$200,000). He requested that the request from the Board be coordinated with Terry Taylor. After much discussion, Linda made a motion that we request one proposal for a rough mower, a greens mower, and fifty sprinkler heads. The Board recommended that up to 20% of the cost come from the GCIF funds. Les seconded; motion passed unanimously. (Proposal as follows: Rough mower @ approx. \$18,000;

greens mower @ approx. \$35,000 and 50 sprinkler heads (replacement heads around all greens) @ \$400 each for \$20,000. Total is \$73,000 with \$58,400 from ICIP funds and up to \$14,600 from the GCIP fund.

10. New Business:

A. Appointment of Secretary/Treasurer position: no motion made. Vivian volunteered to do the meeting notes and draft the minutes and Linda volunteered as her back-up; Les will continue with completing agendas and submitting in a timely fashion to City Clerk, GCIF spreadsheet info. at meetings and filing of approved minutes with City Clerk. Leroy volunteered to back-up Les with GCIF spreadsheets from city.

B. Next meeting schedule: Decision resulted that the Board will officially start scheduling their regular monthly meetings on the 1st Wednesday of each month at 5:00 P.M. at the T or C Municipal Golf Course. Les will inform the City Clerk office about the change.

C. RFP – Letter to Commissioners: Not much discussion on RFP. Les noted that the RFP “tentatively” was going to have a selection committee that included a Golf Advisory Board member. No decision to write letter because of the tentative wording. Les and Leroy expressed interest and Linda didn't know if she would be available depending on when the City convened to take recommendations. Les will follow-up with City for more info.

11. Les made a motion to adjourn; Mary Ann seconded; vote was unanimous and the meeting was adjourned at 7:30 P.M.

Approved - 1/8/16 Les Dufon chairperson

Next regularly scheduled meeting is January 6th, 2015 at 5:00 P.M. At the T or C Municipal Golf Course.



**CITY OF TRUTH OR CONSEQUENCES
CITY MANAGER'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 EXT 320 FAX: (575) 894-0363**

E.3

COMMISSION ACTION FORM

ITEM:

Second Quarter Subrecipient Reports

PURPOSE OF ACTION:

Review

BACKGROUND:

Contract requires that recipients of Subrecipient Grants submit a quarterly report to the City by the 15th of the month following the quarter.

STAFF RECOMMENDATION:

Not Applicable

SUPPORT INFORMATION:

Second Quarter Reports

Name of Drafter: Linda Sparks	Department: City Manager's Office	Meeting: 1/26/16
E-mail: lsparks@torcnm.org	Phone: 575-894-6673 Ext. 320	

SUBRECIPIENT QUARTERLY REPORTS
FISCAL YEAR: 2015/2016

Updated: 01/14/16

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
(SUBRECIPIENT GRANTS - Contract requires reports by the 15th of the month following the quarter.)									
Boys & Girls Club	\$9,500.00	X	10/01	X	01/05				
Companion Animal Action Team/CAAT	\$1,000.00	X	9/14	X	01/13				
Domestic Abuse Intervention Center/DAIC	\$2,500.00	X	10/06	X	01/06				
Matthew 25 Food Pantry	\$6,000.00	X	10/09	X	01/08				
Sierra Joint Office on Aging (SJOA)	\$24,000.00	X	10/06	X	01/12				
The Bountiful Alliane/Bountiful Babies	Paid Utilities	X	9/29	X	01/13				

(OTHER FUNDING - Contract requires reports by the 15th of the month following the quarter.)

Friends of Elephant Butte Lake State PK	X	9/28	Zero Balance				
Geronimo Springs Museum	X	9/25	X	12/30			
Geronimo Trail Scenic Byway	X	10/13	X	01/07			
Hot Springs Cemetery Association	X	10/13	X	01/07			
MainStreet Truth or Consequences	X	10/09	X	01/06			
Sierra County Recreation & Tourism	Contract w/ Griffin & Associates						

1st Quarter: JUL, AUG, SEP

2nd Quarter: OCT, NOV, DEC

3rd Quarter: JAN, FEB, MAR

4th Quarter: APR, MAY, JUN

Copies to City Mgr. & Commission 10/16/15.

Copies to City Mgr. & Commission 01/26/15.

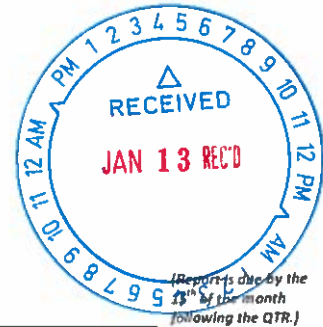
RECEIVED
1/5/2016

Signature

commission where the commission agreed to serve as the fiscal sponsor when funds are received for this effort. Chief Lee and Juan Fuentes attended monthly JAAC meetings, providing input into the JAAC strategic plan.

We have a new NCCC crew arriving during the second quarter.

SUBRECIPIENT QUARTERLY REPORT
FY: 2015/2016



ORGANIZATION: Companion Animal Action Team

ALLOCATION: \$1000 \$250
(FY Allotment) (Quarterly Draw)

QUARTER: 2nd
(1st/2nd/3rd/4th)

SUBMITTED BY: Diane Lombardo
Print Name

Diane Lombardo
Signature

(Please detail the progress made in providing the services each quarter.)

CAAT did one spay/neuter clinic in November this quarter. Our clinic schedules depend on the schedule of the mobile vet.

At the November clinic we did surgeries on 26 animals. This clinic was fairly straight forward and easy as there were no complications of undesended testicles or pregnancies. Neutering was done on 3 male cats and 6 dogs. Spaying was done on 7 female cats and 10 female dogs. All received pain medications. We also did a discounted heartworm test.

Immunizations were done on 14 animals. Bringing them into compliance with state law on rabies vaccines and covering them for other common illnesses.

The cost to the owners is \$35 for cats and \$40 for dogs. Shots are \$10. CAAT picks up the rest of the costs. This clinic bill was \$1924. Owners paid \$1120 of that amount and CAAT paid the remainder of \$840. The base price for the clinic is much less than what a regular vet would cost. A large dog could cost over \$200 at the local veterinary office.

CAAT volunteers put in approximately 84 hours for this clinic. That includes paperwork, phone calls, set up, assisting the vet and vet tech, tear down, clean up and follow up the next day to make sure all the animals are recovering well.

INVOICE

PNH Mobile 2

5355 N. Mesa St.
El Paso, TX 79912
915-584-4491

"A Healthy Pet is a Happy Pet"

FOR: CAAT - TorC
Marjorie Powel
PO BOX 204
Williamsburg, NM

Printed: 11-09-15 at 5:52p

Date: 11-09-15

Account: 15892

Invoice: 116956

Date	For	Qty	Description	Price	Discount	Net Price
Services by Becky Wagner						
11-07-15	TorC 2015/11/7	1	Mileage (S/N Clinic) per mile			224.00
11-07-15		1	S/N Clinic Day			1375.00
11-07-15		26	Presurgery Intake Exam and Day H260.00	260.00		0.00 **
11-07-15		21.95	PNH 2 Ketamine-Xylazine Comb Inj			0.00
11-07-15		234	PNH2 Tramadol Tablet 50mg (1000106.60	106.60		0.00 **
11-07-15		3	PNH Castration - Feline	126.00	126.00	0.00 **
11-07-15		7	PNH Ovariohysterectomy - Feline	546.00	546.00	0.00 **
11-07-15		6	PNH Castration - Canine 21-60lbs	468.00	468.00	0.00 **
11-07-15		10	PNH Ovariohysterectomy Canine 2	980.00	980.00	0.00 **
11-07-15		14	Rabies 3yr			126.00
11-07-15		14	PNH2 BOI Rabies 3yr Vaccine (10			0.00
11-07-15		14	PNH 2 Generic Rabies Tag (with va	70.00	70.00	0.00 **
11-07-15		5	Annual DHPP Booster			45.00
11-07-15		14	PNH1 K9 Noviac DAPP Inventory (0.00
11-07-15		1	Recommend Heartworm Preventio			0.00
<p>Your pet needs to be tested for heartworms and placed it on the prevention. Heartworms are very common and are fatal if they infect the dog long enough. They cause damage to the heart and the lungs, and the dog eventually suffocates to death from the terminal damage. Prevention is very easy (one chewable pill each month for the life of the dog) and inexpensive; whereas treatment (if the dog does get the heartworms) is very difficult (painful injections in the back) and expensive (\$400-\$800 usually). Another benefit of keeping your pet on heartworm prevention (besides preventing the worms in the heart and lungs), is the treatment/prevention of intestinal worms. These intestinal worms can cause bowl irritation, anemia, diarrhea, weight loss, and poor hair coat. They can also easily be passed to humans, especially young children. For the overall health of your pet and your family, we strongly recommend that every dog (and cat) be kept on this preventative medication. Please ask us for more information or schedule your pet to be tested as soon as you can.</p>						
11-07-15		6	PNH 2 Heartgard Plus Chewable Br			45.00
11-07-15		1	PNH2 K9 Heartworm Test In House			15.00
11-07-15		1	Elizabethan Collar #30			15.00
11-07-15		28	PNH1 Cephalexin Capsule 500mg (27.00	2.00	25.00 **
11-07-15		6	Annual Feline FVRCP Booster			54.00
11-07-15		6	PNH2 Feline BOI FVRCP Vaccine (0.00

Services by

11-09-15 #1134 Check payment -1929.00

Old balance	Charges	Payments	Discount	New balance
0.00	1924.00	1929.00	2558.60 **	-5.00

Your invoice total reflects our Client Class 1 discount.

Reminders for: TorC 2015/11/7

Last done

11-06-18	Rabies 3yr	11-07-15
11-06-16	Feline 4 Annual Booster	11-07-15
11-06-16	MVC Exam W/Vaccines	11-07-15

Thank you for letting us care for your four-legged family member(s)!

We do not give refunds or reimbursements for professional services rendered or inventory items that have left the facility. Further charges such as lab tests, radiology, hospitalization, anesthesia and pharmacy items not posted at the time of discharge may be billed later. We do required a 24 hour advanced notice on all/any cancellations. \$25 cancellation fee will be charged on all No show Surgeries and/or less than 24 hours notice.

We appreciate your understanding.

Don't forget to check out our webiste (www.paws-n-hoovesvetclinic.com). There you can get access to our online pharmacy, paitent chart(s), Facebook, Twitter, Google+, Pinterest, and YouTube!

Do you have additional questions? Call us at Paws N Hooves Mobile Veterinary Services (915) 490-4849 or Mesa Clinic (915) 584-4491.

**SUBRECIPIENT QUARTERLY REPORT**(Report is due by the 15th of the month
following the quarter.)FY: 2015/2016ORGANIZATION: Domestic Abuse Intervention CenterALLOCATION: \$2,500.00QTR DRAW: \$625.00QUARTER: 2nd

(FY Allotment, Not Qtr. Draw)

(1st/2nd/3rd/4th)

(Please detail the progress made in providing the services each quarter.)

Statistical information:			Years	Victimization	Referral
Female-18	Anglo-15	18-21-4	Emotional- 27	Police-3	Sheriff-
Male-10	Hispanic-7	22-40-11	Physical-20	Hospital -	Self-Referral-5
	Other-3	41-59-9	Sexual-4	Courts-13	Friends-
		60-74- 2		Family-3	Other-4
			75 and older-0		
			Unknown-2		

Type of Contact:	Volunteer Hours: Total-1704
Orders of Protection-13	Cell phone-1704
Skills & knowledge Sessions- 31.5	Administrative-0
Group- 198	Crisis-
Advocacy & Support- 0	Office-
Crisis Intervention- 4	Direct client contact (crisis)
Shelter-	
Food-	
Legal Advocacy- 24	

OctoberWindstream- \$197.44NovemberWindstream-\$197.44Misc Expenses- \$19.45DecemberWindstream-\$197.44Misc Expenses- \$13.23Total \$625.00

SUBMITTED BY:

Blanca Chavez

TYPED NAME

Blanca Chavez

SIGNATURE

DATED: 1-6-16

Rev. 5/2014

SUBRECIPIENT QUARTERLY REPORT

(Report is due by the 15th of the month following the quarter.)

FY: **2015/2016**ORGANIZATION: **MATTHEW 25 FOOD PANTRY**ALLOCATION: **\$6,000.00**QTR DRAW: **\$1,500.00**QUARTER: **2nd**

(FY Allotment, Not Qtr. Draw)

(1st/2nd/3rd/4th)

(Please detail the progress made in providing the services each quarter.)

Matthew 25 Food Pantry continues to serve between 1000 and 1280 residents of Truth or Consequences and its surrounding areas. Those residents include an average of 300 Seniors, 553 adults (including heads of families), and 278 children. Because the elementary school and middle school serve breakfast and lunch to all children, and because the middle school has established a Roadrunner Food Bank for families with school aged children, it has relieved our numbers of family participants slightly. However, with the new law passed relative to food stamp recipients requiring all adult recipients to either work or volunteer 80 hours a week, and given the lack of available jobs and the scarcity of volunteering opportunities in the area, we anticipate an increase in participation in our program as people get bumped off the food stamp program for their inability to comply with its new requirements.

We continue to receive approximately 6000 pounds of groceries from Walmart every month, and 800 pounds of breadstuffs from Bullock's every month as well. In the calendar year 2015 we received from Bullock's "Cash for Clubs" program over \$2000 generated by community people turning in their Bullock's receipts to us. This is a wonderful program, and represents a lot of purchased food for our participants this year. We have also received monetary donations from civic groups, churches and individuals to help us in our effort. The grant money received from the City of T or C continues to help us defray our building rent.

01-08-16P02:31 RCVD /LS

SUBMITTED BY: **Susie Swope, Director**

TYPED NAME

SIGNATURE

DATED: *Jan. 8, 2016*

Rev. 5/2014

Matthew 25 Participant Numbers for October and November 2015

<u>DATE</u>	<u># OF HOUSEHOLDS</u>	<u>SENIORS</u>	<u>ADULTS</u>	<u>CHILDREN</u>
Oct. 1st	119	72	158	74
Oct. 8th	105	69	127	94
Oct. 15th	98	57	132	57
TEFAP (Federal Surplus Commodity Program)				
Oct. 22nd				
Walk-ins	56	29	69	45
Sr.Hous.	109	85	28	0
Oct. 29th	81	38	101	37
TOTALS:	568	350	615	307

Total Number of People Served: 1272

Nov. 5	124	63	174	89
Nov. 12	89	59	103	63
TEFAP (Federal Surplus Commodity Program)				
Nov. 19				
Walk-ins	126	59	189	95
Sr. Hous.	110	83	30	0

(No Pantry on Thursday, Thanksgiving Day)

TOTALS:	449	264	496	247
----------------	------------	------------	------------	------------

Total Number of People Served: 1007

MATTHEW 25 Participant Numbers for December 2015

<u><i>Date</i></u>	<u><i># of Households</i></u>	<u><i>Seniors</i></u>	<u><i>Adults</i></u>	<u><i>Children</i></u>
Dec. 3rd	129	74	167	86
Dec 10th	120	69	150	104
TEFAP (Federal Surplus Commodity Program)				
Dec. 17th				
Walk-ins	78	32	131	58
Sr. Hous.	109	82	30	0
Dec. 31st	61	30	71	33
TOTALS:	497	287	549	281

Total Number of People Served: 1117

11:56 AM
01/08/16
Accrual Basis

Matthew 25 Food Pantry
Profit & Loss Standard
October through December 2015

	<u>Oct - Dec 15</u>
Ordinary Income/Expense	
Income	
Contributions and Support	8,380.81
Earned Revenues	<u>1,500.00</u>
Total Income	9,880.81
Expense	
Bank Fees	10.00
Food	3,348.47
Rent	600.00
Sales Tax	<u>0.76</u>
Total Expense	<u>3,959.23</u>
Net Ordinary Income	<u>5,921.58</u>
Net Income	<u><u>5,921.58</u></u>

11:55 AM

01/08/16

Accrual Basis

Matthew 25 Food Pantry
Transaction Detail By Account
 October through December 2015

Type	Date	Num	Name	Memo	Amount	Balance
Contributions and Support						
Deposit	10/1/2015	DEP	Private Donation	[REDACTED]	100.00	100.00
Deposit	10/1/2015	DEP	Private Donation	[REDACTED]	200.00	300.00
Deposit	10/1/2015	DEP	Private Donation	Benevity Community Fund	145.65	445.65
Deposit	10/6/2015	DEP	Private Donation	[REDACTED]	25.00	470.65
Deposit	10/6/2015	DEP	Private Donation	[REDACTED]	100.00	570.65
Deposit	10/6/2015	DEP	Private Donation	[REDACTED]	200.00	770.65
Deposit	10/8/2015	CEP	Private Donation	[REDACTED]	500.00	1,270.65
Deposit	10/13/2015	DEP	Private Donation	[REDACTED]	25.00	1,295.65
Deposit	10/14/2015	DEP	Private Donation	[REDACTED]	75.00	1,370.65
Deposit	10/14/2015	DEP	Cash for Clubs (Bullocks)	Percentage Program	260.09	1,630.74
Deposit	10/20/2015	DEP	Private Donation	[REDACTED]	200.00	1,830.74
Deposit	10/27/2015	DEP	Private Donation	[REDACTED]	100.00	1,930.74
Deposit	10/27/2015	DEP	Private Donation	[REDACTED]	100.00	2,030.74
Deposit	10/29/2015	DEP	Private Donation	[REDACTED]	50.00	2,080.74
Deposit	10/29/2015	DEP	Private Donation	Women of the Moose	50.00	2,130.74
Deposit	11/5/2015	DEP	Private Donation	[REDACTED]	600.00	2,730.74
Deposit	11/5/2015	DEP	Private Donation	[REDACTED]	200.00	2,930.74
Deposit	11/17/2015	DEP	Private Donation	[REDACTED]	25.00	2,955.74
Deposit	11/17/2015	DEP	Cash for Clubs (Bullocks)	Percentage Program	180.07	3,135.81
Deposit	11/17/2015	DEP	Private Donation	[REDACTED]	75.00	3,210.81
Deposit	11/17/2015	DEP	Private Donation	[REDACTED]	100.00	3,310.81
Deposit	11/17/2015	DEP	Private Donation	[REDACTED]	100.00	3,410.81
Deposit	11/27/2015	DEP	Private Donation	[REDACTED]	100.00	3,510.81
Deposit	11/27/2015	DEP	Private Donation	[REDACTED]	200.00	3,710.81
Deposit	12/1/2015	DEP	Private Donation	[REDACTED]	200.00	3,910.81
Deposit	12/1/2015	DEP	Private Donation	Women of the Moose	50.00	3,960.81
Deposit	12/1/2015	DEP	Private Donation	[REDACTED]	1,000.00	4,960.81
Deposit	12/3/2015	DEP	Private Donation	[REDACTED]	75.00	5,035.81
Deposit	12/3/2015	DEP	Private Donation	[REDACTED]	1,000.00	6,035.81
Deposit	12/9/2015	DEP	Private Donation	[REDACTED]	200.00	6,235.81
Deposit	12/9/2015	DEP	Private Donation	[REDACTED]	200.00	6,435.81
Deposit	12/9/2015	DEP	Cash for Clubs (Bullocks)	Percentage Program	320.00	6,755.81
Deposit	12/21/2015	DEP	Private Donation	[REDACTED]	50.00	6,805.81
Deposit	12/21/2015	DEP	Private Donation	[REDACTED]	200.00	7,005.81
Deposit	12/21/2015	DEP	Private Donation	[REDACTED]	300.00	7,305.81
Deposit	12/21/2015	DEP	Private Donation	[REDACTED]	200.00	7,505.81
Deposit	12/21/2015	DEP	Private Donation	[REDACTED]	200.00	7,705.81
Deposit	12/21/2015	DEP	Private Donation	[REDACTED]	100.00	7,805.81
Deposit	12/21/2015	DEP	Private Donation	Women of the Moose	50.00	7,855.81
Deposit	12/21/2015	DEP	Private Donation	S Central Assn of Educatio...	50.00	7,905.81
Deposit	12/29/2015	DEP	Private Donation	[REDACTED]	50.00	7,955.81
Deposit	12/29/2015	DEP	Private Donation	[REDACTED]	200.00	8,155.81
Deposit	12/29/2015	DEP	Private Donation	[REDACTED]	100.00	8,255.81
Deposit	12/31/2015	DEP	Private Donation	[REDACTED]	100.00	8,355.81
Deposit	12/31/2015	DEP	Private Donation	[REDACTED]	25.00	8,380.81
Total Contributions and Support					8,380.81	8,380.81
Earned Revenues						
Deposit	10/20/2015	DEP	City of T or C	1st Grant Payment 2015-16	1,500.00	1,500.00
Total Earned Revenues					1,500.00	1,500.00
Bank Fees						
Check	10/30/2015	cc	Bank of the Southwest	service charge	-5.00	-5.00
Check	11/30/2015	cc	Bank of the Southwest	Service Charge	-5.00	-10.00
Total Bank Fees					-10.00	-10.00
Food						
Check	10/6/2015	285	Bullocks	September statement	-1,019.23	-1,019.23
Check	10/8/2015	286	RoadRunner Food Bank ...	Food September	-27.55	-1,046.78
Check	11/5/2015	287	RoadRunner Food Bank ...	Food October	-141.55	-1,188.33
Check	11/5/2015	288	Bullocks	October Statement	-2,160.14	-3,348.47
Total Food					-3,348.47	-3,348.47
Rent						
Check	11/12/2015	289	Land, Inc	January paid ahead	-600.00	-600.00
Total Rent					-600.00	-600.00

11:55 AM
01/08/16
Accrual Basis

Matthew 25 Food Pantry
Transaction Detail By Account
October through December 2015

Type	Date	Num	Name	Memo	Amount	Balance
Sales Tax						
Check	10/30/2015	cc	Bank of the Southwest	sales tax	-0.38	-0.38
Check	11/30/2015	cc	Bank of the Southwest	sales tax	-0.38	-0.76
Total Sales Tax					-0.76	-0.76
TOTAL					5,921.58	5,921.58

SUBRECIPIENT QUARTERLY REPORT
FY: 2015/2016

RECEIVED
11/2/16

ORGANIZATION: Sierra Joint Office on Aging (SJOA)

(Report is due by the
15th of the month
following the QTR.)

ALLOCATION: \$24,000
(FY Allotment)

\$6,000
(Quarterly Draw)

QUARTER: 2nd
(1st/2nd/3rd/4th)

SUBMITTED BY: Joe McClintock - Executive Director
Print Name


Signature

(Please detail the progress made in providing the services each quarter.)

The SJOA performed the following services for the 2nd Qtr. 2015 (October, November December).

• Congregate meals	=	9,709	Units / Meals
• Home Delivered Meals	=	8,723	Units / Meals
• Transportation	=	2,653	Units / Rides
• Homemaker Services	=	1,442.25	Units
• Respite (caretaker relief)	=	160.25	Units
• Title XX - Home, chore & personal care services	=	1,626.72	Units
• Foster Grandparent Hours	=	1,529 / 45	Hours / Children served
• Senior Companion Program	=	1,397 / 13	Hours / Seniors served
• Senior Employment Training	=	750	Hours Job Skills Training

- The SJOA completed a required compliance audit from the NM, Area Agency on Aging (AAA), no major findings.
- "Managing Chronic Disease" Workshops were held during the second quarter
- Management and staff participated in local emergency planning meetings. The Senior Center is one of the emergency shelters that will be utilized during a local disaster.
- The SJOA assisted the State in the Medicare Open Enrollment process. Over 600 seniors received guidance and assistance in making changes to their health care needs.
- The SJOA had its annual financial audit performed during the 2nd quarter with an independent auditing firm.
- Management, staff and numerous seniors attended the PSA-IV Public Hearing on 10/20/15 to advocate for increased senior service funding in our community.
- A Request for Proposal – RFP Grant was submitted for continuance of all senior services in Sierra County.



SUBRECIPIENT QUARTERLY REPORT

FY: 2015/2016

ORGANIZATION: The Bountiful Alliance/ Bountiful Babies

*(Report is due by the
15th of the month
following the QTR.)*

Utilities at 400
N. Broadway
(1/3 of total bill,
ALLOCATION: 1300 sq. ft.) \$ QUARTER: 2nd
(FY Allotment) (Quarterly Draw) (1st/2nd/3rd/4th)

SUBMITTED BY: Wendy Sager Evanson
Print Name

Wendy Sager Evanson
Signature

(Please detail the progress made in providing the services each quarter.)

Bountiful Babies moved into the location at 400 N. Broadway Dec. 1st, 2015 once renovations on the building were completed. T

The space is available for parents and children for art projects, reading, crafts, parenting discussions, social time and special workshops.

The space is also available for educational trainings for professionals and those caring for young children, meetings and community development that include families.

Currently we are open between 8 & 12 hrs regularly / weekly. This can now expand with the new location. The word is getting out and new people are joining in.

A grand opening is planned for late January- early February. Collaborations are underway with statewide efforts to support the health of families and children 0-5. Bountiful Babies will present to the City of T or C commissioners and other local entities such as Sierra Vista Hospital, Sierra Health Council and Sierra Arts Council to build support community wide for the new center which is named "Wildflowers- art from the start"

A media campaign is getting started, which will also serve the needs of tourists with families, and activities on weekends and evenings.

We are most encouraged by the interest of young artists who are helping with arts and crafts projects, and the intergenerational support from community "elders" sharing skills and guidance to staff, volunteers and parents.

Thank you, the support of the City of T or C is most appreciated, and provides an essential place for our young families to go and to belong in the community.

RECEIVED
01/21/2016

SUBRECIPIENT QUARTERLY REPORT

(Report is due by the 15th of the month
following the quarter.)

FY: 2015/2016

ORGANIZATION: Hot Springs Cemetery Association

ALLOCATION: \$4,000.00

QTR DRAW: \$1,000.00

QUARTER: 2nd

(FY Allotment, Not Qtr. Draw)

(1st/2nd/3rd/4th)

(Please detail the progress made in providing the services each quarter.)

Weed eradication continues. Tree trimmings, brush and removed weeds put in container for City
to pick up weekly. Watering continued through early December.

SUBMITTED BY: LaRena Miller

TYPED NAME

LaRena Miller

SIGNATURE

DATED: 01/06/15

SUBRECIPIENT QUARTERLY REPORT

FY: 2015/2016

ORGANIZATION: GERONIMO SPRINGS MUSEUM

ALLOCATION: \$3500.00 QUARTERLY \$875.00 QUARTER: 2ND

SUBMITTED BY: MARILYN POPE

Marilyn Pope

THIS PAST QUARTER HAS BEEN SPENT MAINLY WITH HOLIDAY PROGRAMS, SHOWS, AND ACTIVITIES OF THE SEVERAL GROUPS THAT MEET AT THE MUSEUM. WE HAVE HAD A WONDERFUL SELECTION OF TOURISTS FROM NUMEROUS STATES AND COUNTRIES.

OUR MOST IMMEDIATE PROJECT HAS BEEN PREPARING FOR THE 100TH ANNIVERSARY OF TRUTH OR CONSEQUENCES (HOT SPRINGS). WE ARE KICKING OFF THE CELEBRATION WITH A COWBOY BREAKFAST JAN 9 FROM 8:30 TILL 11:30. GLENN HAMILTON AND FRIENDS WILL PROVIDE MUSIC. THE CENTENNIAL EXHIBIT FEATURING THE WORK OF KEITH HUMPHRIES WILL BE ON DISPLAY FOR THE FIRST TIME. KARL LAUMBACH WILL PRESENT A SLIDE PROGRAM AT 2:00 P.M. DESCRIBING THIS GIFTED INDIVIDUAL'S WORK AND DEPTH OF RESEARCH. A SPECIAL GUEST WILL BE MR. HUMPHRIES DAUGHTER, BUNKE GRIFFITH AND HER HUSBAND, FROM CALIFORNIA. THE FESTIVITIES WILL CLOSE THAT EVENING AT 8:30, FOLLOWING SECOND SATURDAY ART HOP.

OUR COMMUNITY ROOM IS ALWAYS AVAILABLE FOR ACTIVITIES WHICH ENHANCE OUR COMMUNITY. IF THE CITY WOULD LIKE TO USE THIS FACILITY FOR A CONFERENCE, RECEPTION, OR SMALL MEETING OF ANY TYPE, PLEASE CONTACT US. WE ARE SO APPRECIATIVE OF THE INTEREST THE CITY SHOWS IN THE MUSEUM, AND STRIVE TO REPRESENT THE AREA IN A POSITIVE AND FASCINATING MANNER, ENCOURAGING GUESTS TO SPEND MORE TIME HERE, OR MAKE RETURN VISITS.

Marilyn Pope
12/29/15
OK/8. Arantes

GERONIMO SPRINGS MUSEUM

SUB-RECIPIENT REPORT-2ND QUARTER FY 2015-16 FINANCIAL DETAIL

NEW MEXICO GAS CO \$41.72 10-10-15 #4146

NEW MEXICO GAS CO 41.99 10-31-15 #4173

NEW MEXICO GAS CO 38.10 12-01-15 #4191

CITY OF T OR C \$620.81 10-10-15 #4144

CITY OF T OR C 418.10 10-31-15 #4167

CITY OF T OR C 338.74 12-20-15 #4205

TURTLEBACK PEST CONTROL \$52.63 10-10-15 #4165

TURTLEBACK PEST CONTROL 52.63 12-02-15 #4192

TURTLEBACK PEST CONTROL 52.63 12-20-15 #4211

TOTAL \$1,657.30

Mandy Proff
12/29/15

RECEIVED
1/7/16

SUBRECIPIENT QUARTERLY REPORT

(Report is due by the 15th of the month following the quarter.)

FY: 2015/2016

ORGANIZATION: Geronimo Trail Scenic Byway

ALLOCATION: \$3,500.00

QTR DRAW: \$875.00

QUARTER: 2nd

(FY Allotment, Not Qtr. Draw)

(1st/2nd/3rd/4th)

(Please detail the progress made in providing the services each quarter.)

In the months of October, November and December, 2015, we greeted 1390 guests, an increase of 11% over the previous quarter. We mailed 30 boxes and packets of information to potential visitors, relocatees, and visitor information outlets. We provided 326 bags of information for distribution at meetings and conferences. We replied with email responses to 198 inquiries for information on the area and answered 76 telephone queries for information about T or C and Sierra County.

Total expenses for the period included:

Telephone \$ 317.40

Insurance \$ 202.02

Postage \$ 226.03

Supplies \$ 305.25 (Some supplies were still donated by the director)

Total expenses for the 3 months was \$ 1050.70

We are open 7 days per week with all volunteer staff. We greeted an average of 15.44 people per day, providing them with information on the local area including places to eat, shop, and visit while here. Sierra County Tourism Board provides donations for one of our volunteers to deliver brochures to local motels and restaurants on a monthly basis for the benefit of travelers stay staying at those facilities.

Our volunteer time and services provide the City of Truth or Consequences with marketing efforts in excess of \$42,000 per year. These services are provided to visitors who come to our community and spend money, increasing both lodgers tax and gross receipts. The information we mail out and provide for conferences and conventions further encourages people to visit or to plan a longer stay.

SUBMITTED BY:

LaRena Miller

TYPED NAME

LaRena Miller

SIGNATURE

DATED: 01/06/16

Rev. 5/2014

SUBRECIPIENT QUARTERLY REPORT

FY: 2015/2016

01-06-16A11:31 RCVD/LB

ORGANIZATION: MainStreet Truth or Consequences

(Report is due by the
15th of the month
following the QTR.)

ALLOCATION: \$30,000

(FY Allotment)

\$ 7500

(Quarterly Draw)

QUARTER: 2nd

(1st/2nd/3rd/4th)

SUBMITTED BY: Linda DeMarino

Print Name

Hendia Vetygrino
Signature

(Please detail the progress made in providing the services each quarter.)

MainStreet Truth or Consequences had a busy quarter, organizing four different events. In October, we hosted Trick or Treat Downtown which was attended by hundreds of children and their families.

In collaboration with the NM State Veterans Home's Car Show, we hosted the Scoop the Loop and Sock Hop. The purpose of this event is to get participants to put heads in beds the night before the Car Show. Attendance at this year's event doubled from last year.

Together with the Chamber of Commerce, we hosted Small Business Saturday. Both organizations purchased prizes from local businesses to encourage shopping and promoted the event in the newspapers and online. Many shoppers participated in the event and business owners provided positive feedback about the promotion. One even noted that "it saved their month".

For the eighth year, MainStreet hosted the Old-Fashioned Christmas. This year, attendees saw the first Light Parade and many people afterward expressed interest in entering it next year. With the LeeBelle Johnson no longer being the best place for performances, Santa, the line dancers, and square dancers were housed in the Boys and Girls Club. It was a great venue for this and we look forward to having it there again next year.

In addition to these events, we hosted the monthly Second Saturday Art Hops.

In October, we were awarded \$45,192 for a Business Development Program through the USDA. We have started implementing this program over the past three months.

MainStreet submitted three grants, one for the Healing Waters Plaza, one to the NM Tourism Department to support the Hot Springs Festival, and one to get money to help repair sidewalks in the downtown. We were not awarded the latter two grants.

In November, our Executive Director was asked to present at the Building Creative Communities Conference on how to use social media to create networks.



CITY OF TRUTH OR CONSEQUENCES
CITY CLERK'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 EXT#1301 FAX: (575) 894-7767

F.1

COMMISSION ACTION FORM

ITEM:

Discussion/Action: Approve the appointment of Public Utility Advisory Board recommendation of Ron Pacourek and Grant Montgomery for the two vacancies.

PURPOSE OF ACTION:

Appointment of two applicants to fill the vacant seats on the Public Utility Advisory Board

STAFF RECOMMENDATION:

At the December 21, 2015 PUAB meeting, the board unanimously voted to recommend the appointment of Ron Pacourek and Grant Montgomery to serve as members on the Public Utility Advisory Board

Reviewed by: Angela A. Torres	Department: Deputy City Clerk	Phone: (575) 894-6673
-------------------------------	-------------------------------	-----------------------



City of Truth or Consequences

City Board Application



Name: RON PACOUREK

Address: PO BOX 3246
TUC, NM 87901

Phone: 575-894-8988

Email: ronp603@bajab.h.com

I am interested in serving as a member of PUBLIC UTILITY ADVISORY Board.

My qualifications are:

SEE ATTACHMENT

Reason why I am interested in serving on this board:

Additional comments: _____

Signature: Ron Pacourek

TEXT

I have always been a doer and a planner, not just a talker. I purchased my home because I liked the weather and the water in the area in 1995, which was five years before I retired from Lucent with over 30 years service.

In 2001 I got hired at The True Value here as a part job and ended up managing the store for the last five years until it was sold in 2011. The store was \$500,000 in the red when I took over. In about a year and a half, I turned the store around to 1 million dollars + business annually.

I'm a strong supporter of renewable energy and recycling and believe we should strive to do our part to preserve our environment and resources, and I have one of the few solar arrays on my residence in our town.

Being retired, I have the time to devote to meeting, doing research and being part of a problem solving entity. I wish to see our town thrive, not just survive.

I have some thoughts on how to generate revenue for our city utility company as well as save costs.

Thank You
Ron Pacourek



City of Truth or Consequences

City Board Application



Name: GRANT R. MONTGOMERY

Address: PO Box 372 1907 S. Broadway
TORC NM 87901

Phone: 575-894-1440

Email: mpgservices@windstream.net

I am interested in serving as a member of Public Utilities Advisory Board.

My qualifications are:

Plumbing / GAS / HVAC Contractor: own 2 businesses
locally - MPg services + Sierra Supply.
Associates degree

Reason why I am interested in serving on this board:

Provide my expertise from a contractors
perspective to my community

Additional comments:

Signature: 



G.1

CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM:

FOR DISCUSSION/ACTION – APPROVAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND GRIFFIN & ASSOCIATES.

BACKGROUND:

Sierra County acting as the fiscal agent for the Director of Tourism issued a Request for Proposals (RFP) in 2013 for professional services for the Director of Tourism. Griffin and Assoc. ranked number one (1) in the proposal and interview scoring. The City entered into an agreement with Griffin and Assoc. in February 2013.

Pursuant to section 3 of the agreement, the contract can be extended for additional years not to exceed four years. Over the course of the contract, Griffin and Assoc. have produced:

- New Television Spot which ran on Pandora, network TV in Albuquerque and El Paso, cable TV in Albuquerque and El Paso
- Pandora (audio spot), which ran in Albuquerque and El Paso
- New Billboards
- Print Ads in NM Adventure Guide, NM Vacation Guide, El Paso Vacation Guide, Albuquerque Journal Summer Guide, Albuquerque Journal Winter Guide
- Bi-monthly electronic newsletter
- Bi-monthly news releases

STAFF RECOMMENDATION:

- Approval of contract with Griffin and Assoc.

SUPPORT INFORMATION:

- Tourism Marketing Update Summary
- Contract

Requested by: Juan A. Fuentes	Department: City Manager	E-mail: jafuentes@torcnm.org
Date: 01-26-16		



CITY OF TRUTH OR CONSEQUENCES

CONTRACT #

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, State of New Mexico, hereinafter referred to as the "City" and **Griffin and Associates**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the City and Contractor.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] Twenty Three Thousand Three Hundred Sixty Five dollars (\$23,365) per year, such compensation not to exceed (\$23,365.00/Year), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$1,635.55) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$25,000.55). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. **Term.**

This Agreement shall begin February 10, 2016 and terminate on January 31, 2017 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the

City in the notice of termination as to the performance of work under this Agreement; and
3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commissioners, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor is an independent contractor performing services for the City and are not employees of the City. The Contractor shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. 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 City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Truth or Consequences and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical

condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

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 and that venue will lie in the Seventh Judicial District Court in Truth or Consequences City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with State laws and rules applicable to workers compensation benefits. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Truth or Consequences City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to

the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Truth or Consequences by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Force Maieure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

27. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator.

28. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting or unless it is executed by the Truth or Consequences City Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

29. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

30. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. Notices.

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

To the City: Juan A. Fuentes, City Manager
 505 Sims Street
 Truth or Consequences, NM 87901

To the Contractor: Griffin and Associates
 119 Dartmouth
 Albuquerque, New Mexico 87106

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Commissioners below.

By: _____

Joan Griffin
119 Dartmouth
Albuquerque, NM 87106

Date: _____

Date: _____

By: _____

Juan A. Fuentes, City Manager
Address: 505 Sims St., Truth or Consequences, NM 87901

By: _____

Truth or Consequences City Purchasing
Agent

Date: _____

Attachment 1

Scope of Work

The objective of this contract is to increase City revenues through meetings, convention bookings and tour operators. The scope of work shall consist of planning, booking, coordinating and scheduling site visits, press trips and bus tours and generally the promotion of Truth or Consequences City in the Tourism industry locally and abroad. The contract is scheduled to begin in February 2015, or upon receiving all required Truth or Consequences City approvals. The contract may be extended for up to four (4) one year terms and will require annual renewal, or any portion thereof at the discretion of Truth or Consequences City, pursuant to the availability of funds and satisfactory service provisions.

Realizing the benefits of a cooperative effort the Sierra County, City of Truth or Consequences, and the Village of Williamsburg are all participants and parties to this contract. It is expected the contractor will maximize the interests of each participant. The contractor is advised that while there will be a single response to this RFP, four (4) separate contracts will be executed, one for each participant. Total monies appropriated for this RFP is as follows:

Sierra County	\$10,000.00
City of Truth or Consequences	\$25,000.00
City of Elephant Butte	\$5,000.00
Village of Williamsburg	\$500.00
Total Available Funds	\$40,500.00

Understanding that a schedule of values is difficult determine prior to development of the marketing plan the following is understood by parties:

1. Contractor will facilitate community meeting(s) as necessary and develop a marketing plan acceptable to the Truth or Consequences City Tourism Board. The cost of the initial meetings and plan will not exceed \$2500.00. Marketing Plan will assign appropriately a schedule of values to be used for the first year of this contract.
2. The Marketing Plan's primary focus should be:
 - a) Public Relations and Media Outreach and,
 - b) Electronic and Social media.
3. The cost of production of advertisement packages shall not exceed 10% of the total buy.
4. The Electronic and Social Media component is thought to be approximately 90% manpower and 10% media buy.

Contractor shall submit monthly pay requests along with appropriate documentation to the Truth or Consequences City Tourism Board and the 4 individual entities for approval. Individual entities shall be responsible for payment of their prospective amounts. A single invoice reflecting the names of each entity and the amounts due shall be acceptable. The approximate percentages are as follows:

City of Truth or Consequences	62%
Sierra County	25%
City of Elephant Butte	12%
Village of Williamsburg	1%

New Mexico Gross Receipts Tax for the City of Bernalillo Albuquerque shall be added in the amount of 7% to each invoice.



CITY OF TRUTH OR CONSEQUENCES

G.2

COMMISSION ACTION FORM

ITEM:

Discussion: Request to consider including R. Lee Tafoya in the name of the Armory Building. Ivan Padilla, Requestor

BACKGROUND:

Mr. Ivan Padilla submitted the attached Application for listing on the agenda. He is requesting to rename the Armory after R. Lee Tafoya.

STAFF RECOMMENDATION:

None.

Submitted by: Renee Cantin

Department: City Clerk

Phone: (575) 894-6673



CITY OF TRUTH OR CONSEQUENCES

505 SIMS STREET

TRUTH OR CONSEQUENCES, NM 87901

(575) 894-6673 Ext. #301

RECEIVED
JAN 20 2016

APPLICATION FOR LISTING ON CITY COMMISSION AGENDA

DATE: 1-20-16 (MUST BE AT LEAST 4 WORKING DAYS PRIOR TO THE COMMISSION MEETING)

DATE OF MEETING YOU ARE REQUESTING TO BE LISTED UNDER: 1-26-16

NAME OF APPLICANT/ORGANIZATION: JUAN PADILLA

ADDRESS: 501 CAMINO DE CIELO

PHONE: 575-621-6944 E-MAIL: _____

REQUEST: (ATTACH WRITTEN REQUEST AND/OR DOCUMENTS IF AVAILABLE)

to INCLUDE R. Lee TAPAYA
NAME on building (Armory)

WHAT RESOURCES DO YOU REQUIRE: _____

ESTIMATED TIME FOR PRESENTATION: 3-5 min SIGNATURE: Juan Padilla

CITY MANAGER ACTION

APPROVED FOR COMMISSION AGENDA OF: _____

DENY – REASON FOR DENIAL: _____

IF YOUR REQUEST WAS DENIED AND YOU WISH TO APPEAL, YOU MAY:

- appear personally before the City Commission on the day of the meeting and during the "Comments from the Public" ask that the Commission place your item on the next available agenda (usually in 2 weeks); or,
- appeal directly to any one of the City Commissioner by contacting them (see reverse side for contact information). Any Commissioner may place your item on the agenda by notifying the City Clerk at least 72 hours prior to the Commission meeting.



G.3

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Discussion/Action: Award RFP: 15-16-002 LEGAL SERVICES

BACKGROUND:

RFP's for Legal Services were received until Tuesday, November 3, 2015 at 2:00 p.m.

STAFF RECOMMENDATION: Selection Committee: Bill Slettom – Assistant City Manager, Lori Montgomery – Finance Director and Traci Burnette – Admin Assistant have made a recommendation to award the contract to Holt Mynatt Martinez

SUPPORT INFORMATION: Evaluation Scoring

Name of Presenter: Pat Wood, CPO	Department: Finance	Meeting date: 01/20/16
E-mail:	Phone:	

Evaluations: Legal Services

RFP: 15-16-002

23-Nov-15

	Jay Rubin	Walsh Gallegos Trevino Russo & Kyle	Holt Mynatt Martinez
1	80	75	95
2	85	80	95
3	85	70	70
Totals	84	75	87

- 1 Holt Mynatt Martinez**
- 2 Jay Rubin**
- 3 Walsh Gallegos Trevino Russo & Kyle**

Evaluation Committee:
Bill Slettom
Lori Montgomery
Traci Burnette

PROFESSIONAL SERVICES CONTRACT FOR LEGAL SERVICES

THIS Contract is made and entered into as of the 1st day of February, 2016 between HOLT MYNATT MARTINEZ P.C. ("Contractor") and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO a New Mexico municipality ("City").

The parties agree as follows:

1. Scope of Work

The Contractor shall provide legal representation to the City and its public employees as set forth in its Proposal submitted to the City on November 3, 2015. The Contractor has the right to designate which attorney shall principally handle any specific matter. The Proposal is hereby incorporated in this Contract to the extent its provisions are consistent with the Contract.

The Contractor shall not undertake any representation of the City or perform any legal services for the City at the request of any City official or employee without first obtaining specific written authorization to do so from the City Manager. Contractor shall not file any action or enter any litigation on behalf of the City without first obtaining permission to do so from the City Manager.

2. Referral of Work to Contractor

Referral of legal matters to Contractor under this Contract will only be through the City Manager, or his designee. Referral of legal matters to Contractor will be through a "Letter of Engagement" signed by the City Manager. The "Letter of Engagement" will contain the name and description of the matter for which legal services are sought and an explanation of the scope of work.

3. Staffing

Only one professional shall attend meetings, depositions, and arguments unless the attendance of more is required to accomplish the purpose of the meeting and such attendance is discussed with and approved by the City Manager in each instance where multiple attendance is requested.

Prior approval shall be obtained by the Contractor if City is to be billed for more than ten hours of any professional's time in any one day (except during days requiring court appearances). Prior approval shall be obtained from the City Manager by Contractor for any research project that will take in excess of ten hours. Intra office conferences are billable by only one of the participants.

Contractor shall investigate whether it would be more cost efficient for City personnel (employees, temporary employees, or contractors) to perform certain tasks such as collecting and reviewing information in files, interviewing witnesses, managing documents, preparing summaries, etc. Contractor shall give consideration to whether some of the work can be

performed efficiently by lawyers, paralegals or clerks employed by the City and whether there are other ways in which the time required of Contractor can be minimized without compromising the quality of representation. The City expects that the Contractor will explore cost saving opportunities such as communicating with the City through e-mail and electronically transmitting documents.

4. Compensation

In consideration for the services provided pursuant to Paragraph 1, "Scope of Work," the Contractor shall charge on a monthly billing basis and the City shall pay only the following charges:

a. Legal services and costs shall be billed according to the rates set forth in Attachment 1, attached hereto, which shall remain unchanged and shall not increase during the term of this Contract. Attorney, Paralegal / Law Clerk, and Legal Assistant time must be shown in increments of six minutes (0.1 hour) or less. Travel time is to be at no greater than one-half of the attorney's hourly rate. The Contractor affirms that rates are equivalent to the lowest rates given most-favored regular clients;

b. All other fees, costs and expenses not specified in Attachment 1, shall be charged at actual cost; and

c. For New Mexico gross receipts tax on amounts which such tax actually has been or will be paid, the applicable rate.

5. Expenditures

Specifically, no charges shall be billed to the City for any of the following services or items unless authorized by the City Manager:

a. Secretarial, word processing, proofreading, filing, office machine attendants, file organization or other clerical services;

b. Photocopy expenses at more than 10 cents a page;

c. Charges related to computer usage, online or internet related investigation or research, including legal research through, e.g., Lexis-Nexis, Westlaw;

d. Local faxes (incoming or outgoing);

e. Any other expense properly chargeable to overhead or as a capital expense.

6. Total Amounts Payable

The total of all amounts payable under this Contract shall not exceed the amount appropriated by City. The total amounts payable under this Contract are a device to allow the City to monitor its costs. It is not intended that the Contractor continue to provide legal services without compensation after the limits are reached. Upon notification by the Contractor that the limits are being approached, the parties shall either amend this Contract in writing, or the City shall employ substitute counsel to provide legal representation for any or all matters that had been referred to the Contractor for further responsibility. The City shall remain obligated to pay the Contractor pursuant to Paragraph 4, "Compensation," until such time as this paragraph has been amended in writing or the City has retained substitute counsel and relieved the Contractor of further responsibility.

7. Term

This Contract covers services rendered between February 1, 2016 and February 1, 2017. This Contract terminates the last moment of February 1, 2017, unless sooner terminated pursuant to Paragraph 8, "Termination," or Paragraph 20, "Appropriations," or unless renewed pursuant to Paragraph 9, "Renewal."

8. Termination

This Contract may be terminated by either party upon written notice delivered to the other party at least sixty (60) 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.

9. Renewal

This Contract may be renewed for three additional one-year periods at the sole option and discretion of the City. Any renewal of this Contract shall be in writing and shall be the subject of further negotiations between the parties. If this Contract is not renewed or is terminated, the City may require the Contractor to continue to handle to completion any and all matters referred during the contract period at the rates set forth in Paragraph 4, "Compensation." Alternatively, the City may require the Contractor to return files, including but not limited to the Contractor's work product, to the City.

10. Assignment of Matters

This Contract does not constitute a grant to the Contractor of any right to handle any specific matter of any specific number of cases. The City may, in its sole discretion, assign or reassign matters as it deems expedient including designation of a lead attorney on any given matters.

11. Copies of Pleadings

The Contractor shall provide the City with a copy of all pleadings, briefs and other documents filed by the Contractor in any matter handled pursuant to this Contract. In cases involving significant sums of money or substantive powers of the City, the Contractor shall also provide a copy of pleadings, briefs and other documents filed by other parties.

12. Procedures

The Contractor shall follow any procedures which may from time to time be established by the City for the efficient and cost effective processing of cases.

13. Case Status and Reports

The Contractor shall provide the City with monthly status reports for each active matter. The status reports shall contain a narrative description of the status of the matter and the procedures used or proposed to resolve the litigation on a cost effective basis. The Contractor shall keep the City fully informed and involved in any discussions or negotiations directed toward resolution of litigation, and shall not make or accept any settlement offer without the specific approval of the City Manager or the City Commission, as deemed appropriate by the City.

14. Status of Contractor

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

15. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the City's prior written approval.

16. Subcontracting

The Contractor shall not subcontract any portion of the service to be performed under this Contract without the City's prior written approval.

17. Insurance

Contractor shall maintain insurance policies with coverage for all professional liability of the Contractor and its personnel which may arise out of services provided under this Contract. Such coverage shall be in an amount not less than \$1,000,000 per occurrence with no greater

than a \$5,000 deductible. The amount of any deductible shall be stated. Such insurance shall remain in full force and effect during the term of this Contract. The Contractor shall notify the City within ten (10) days of any change or cancellation of such insurance. Upon request, Contractor shall furnish certificates of insurance or copies of insurance policies.

18. Records and Audit

The Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, his/her hourly rate, the time expended in rendering such service and the date such service was rendered. The Contractor shall submit these records along with its billing to the City monthly. The records shall be subject to inspection by the City. The City has the right to audit billings both before and after payment, and to contest any billing or portion thereof. Payment under this contract does not foreclose the City's right to recover excessive or illegal payments.

19. Billing Cycle

The City's fiscal year begins July 1 and ends June 30 of each calendar year. The City may only make payment for services rendered or costs encumbered during a fiscal year and for a period of sixty (60) days following the close of the fiscal year. Billings for services performed of costs incurred prior to the close of a fiscal year must be submitted within ample time to allow for payment within this sixty (60) day period.

20. Appropriations

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

21. Release

The Contractor, upon final payment of all amounts due under this Contract, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

22. Indemnification

The Contractor shall defend, indemnify and hold the City harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and

expenses of any kind from any source which may arise out of performance of this Contract, if caused by the tortious acts or omissions of the Contractor, or its agents or employees.

23. Conflict of Interest

The Contractor warrants that it presently has not interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract. The Contractor shall not, during the term of this Contract, represent any claimant or plaintiff making a claim against the City or any of its employees acting within the scope of their duties without the express written consent of the City Manager or his designee.

24. Amendment

This Contract shall not be altered, changed or amended except by written instrument executed by the parties.

25. Scope of Contract

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

26. Notice

The City's Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

27. Records for Retention/Return

Upon completion of the specific matter for which services were being provided, Contractor will deliver to the City the complete file and all corresponding records, including books, papers, maps, photographs or other documentary materials, regardless of physical form or characteristic. Should Contractor wish to retain copies of this material for Contractor's own use, the Contractor shall bear the cost of their reproduction.

28. Media Relations

Contractor is not authorized by the City to comment publicly on City matters absent consent of the City Manager.

29. Applicable Law

This Contract shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

CITY OF TRUTH OR CONSEQUENCES

By: _____
Juan Fuentes, City Manager

HOLT MYNATT MARTINEZ P.C.

By: _____
_____, Director

ATTACHMENT 1

COST PROPOSAL AND BILLING GUIDELINES

HOLT MYNATT MARTÍNEZ P.C. will bill for its services in one-tenth of an hour billing units and costs according to the following fee schedule:

Attorneys	\$150
Paralegals / Law Clerks	\$100
Legal Assistants	\$70

- Copy and Document Charges- 10 cents / page
- Attorney travel (outside of Las Cruces)- \$75 per hour
- Travel expenses will be billed at actual cost
- Mileage is billed at the IRS reimbursement rate
- Out of pocket expenses billed without markup, e.g. meal expenses on out-of-town trips, the cost of expert witnesses, and witness fees.
- Postage is no charge for first-class mailings. Actual cost only in the event of unusual mailings with significant expense.



G.4

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Discussion/Action: Award RFP: 15-16-004 – GOLF COURSE MANAGEMENT SERVICES

BACKGROUND:

RFP's for Golf Course Management Services were received until Monday, December 28, 2015 at 2:00 p.m.

STAFF RECOMMENDATION: Award the contract to Terry Taylor

Name of Presenter: Pat Wood, CPO	Department: Finance	Meeting date: 01/20/16
E-mail:	Phone:	

CITY OF TRUTH OR CONSEQUENCES CONTRACT FOR GOLF COURSE MANAGEMENT

This agreement for services is by and between the City of Truth or Consequences (hereinafter called "City"), and Terry Taylor (hereinafter called "Contractor").

WHEREAS The City wishes to engage the contractor to provide management services for operation of the Truth or Consequences Municipal Golf Course on a management fee basis.

NOW THEREFORE the parties do mutually agree as follows:

1. SCOPE OF WORK

The City agrees to engage the Contractor and the Contractor hereby agrees to perform the Scope of Work detailed in the RFP and attached as Exhibit 1 for Golf Professional & Management Services.

2. TIME OF PERFORMANCE

The contract shall have an initial one (1) year term with a possible additional three (3) year contract for a total of a four-year (4) year contract. Services of the Contractor shall commence on **January 27, 2016** and complete on **January 27, 2017**. Such services shall be continued in such sequences as to assure their relevance to the purposes of this Contract. However, it is understood that this Contract cannot be extended beyond a four (4) year term.

3. ACCESS TO INFORMATION

It is agreed that all information, data, reports, records, maps, etc. as are existing, available and necessary for the carrying out of the work outlined in this Agreement, shall be furnished to the Contractor by the City and its agencies. No charge will be made to the Contractor for such information and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Agreement.

4. COMPENSATION AND METHOD OF PAYMENT

The proposed compensation package is based on the proposed and agreed upon 'Proposed percentage and Payment Sheet' provided in the RFP and attached as Exhibit 2.

5. OWNERSHIP OF DOCUMENTS

All documents prepared as a part of this Agreement, including original drawings estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents

6. SUPERVISION

The Contractor shall report and take direction from the City Manager. The City Commission has created a Golf Advisory Board to make recommendations to the Commission on issues related to the golf course. The Advisory Board however may also make written recommendations (as formal action by the Board) to the City Manager and the Contractor on issues related to items specific to this contract. The written suggestions of the Advisory Board are not binding on the City Manager or the Contractor, however, the Contractor and the City Manager must respond in writing to the Advisory Board with a copy to the City Manager (if applicable) and the City Commission. It is inappropriate for an individual member of the Board to interact directly with the Contractor on issues related to this contract.

7. CLAIMS

The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses and costs that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City of any other group. The Contractor also agrees to pay any and all claims for wages and benefits for any employees hired by the Contractor.

8. NO AGENCY RELATIONSHIP CREATED

No agency relationship is created by the formation of the contract. The Contractor shall not be considered an express or implied agent of the City. The Contractor shall not bind the City to any contracts with third parties and will not name the City as a party to a contract with a third party without the express written consent of the City. Further, in the event the Contractor, in his individual capacity, contracts with a third party, the Contractor shall specifically advise said third party that the Contractor is not acting as an agent of the City.

9. BRIBES, GRATUITIES AND KICKBACKS

Pursuant to SS13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including SS30-41-1 through SS30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (SS13-1-28 through SS13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

10. ADDRESS OF NOTICES AND COMMUNICATIONS

City:

City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901 (575) 894-6673

Contractor:

Terry Taylor
P.O. Box 1770
Truth or Consequences, NM 87901 (575) 894-2532

11. CAPTIONS

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of the paragraph or in any way determine its interpretation or application.

12. TERMS AND CONDITIONS

- a) **Termination of Contract for Cause** – If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

1. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and

the City may withhold any payments to the Contractor until such time as the exact amount of damages due the City from the Contractor is determined.

- b) **Termination for Convenience of the City** – The City or the Contractor may terminate this Agreement at any time by giving at least ninety (90) days notice in writing to the Contractor. If the Agreement is terminated as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Contractor, paragraph 12a, hereof relative to termination shall apply.
- c) **Changes** – The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
- d) **Personnel** –
 - 1. The Contractor represents that he/she, or will secure at his own expense, all personnel required to perform the services under this Agreement. Contractor will employ, at a minimum, 1.5 FTE. Such personnel shall not be employees of nor have any Agreemental relationship with the City. Such personnel shall be compensated solely by the Contractor.
 - 2. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - 3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder as approved by the City shall be specified by written subcontractor and shall include each provision of this Agreement in said subcontract.
- e) **Assignability** – The Contractor shall not assign any interest in this contract (whether by assignment or notation), without the prior written consent of the City. However, claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- f) **Reports and Information** – The Contractor shall on a monthly basis provide a report to the Advisory Board and City Manager. Said report shall provide the information in Exhibit “A” and which may be modified by the City Manager at his/her discretion so long as the information pertains to the work or services undertaken pursuant to this Agreement. Said reports shall include but not limited to a Gross Receipts Tax (GRT) Report which shall describe in detail the amount of GRT the Contractor has paid in the previous month or reporting period. Contractor will also submit a gross receipts reconciliation report to the City monthly for all revenue collected and deposited with and on behalf of the City. The costs and obligations incurred or to be incurred in connection with the reports and information required herewith, are the responsibility of the Contractor.
- g) **Records and Audits** – The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting of all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless permission to destroy them is granted in writing by the City.
- h) **Findings Confidential** – All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

- i) **Copyright** – No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- j) **Compliance with Local Laws** – The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- k) **Equal Employment Opportunity** – During the performance of this Agreement, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and provisions of this non-discrimination clause.
 - 2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
 - 3. The Contractor will cause the foregoing provisions to be inserted in all subagreements for any work covered by this Agreement so that such provisions will be binding upon each subagreementor, provided that the foregoing provisions shall not apply to Agreements or subagreements for standard commercial supplies or raw materials.
 - 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor.
 - 5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - 6. In the event of the Contractor's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 7. The Contractor will include the provisions of paragraphs (a) through (g) in every subagreement or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subagreementor or vendor. The Contractor will take such action with respect to any subagreement or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for non-compliance.
- l) **Civil Rights Act of 1964** – Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- m) **Interest of Members of the City** – No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Contractor shall take appropriate steps to assure compliance.
- n) **Access to Records** – The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts transcriptions or copies. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
- o) **Right of Inspection** – The City shall retain the right to inspect work in progress at any time during the term of the contract.
- p) **Compliance with all Federal Work Standards** – The Contractor shall cooperate and coordinate its activities with the City to provide the training to ensure that the Golf Course employees comply with all federal work standards including OSHA standards.

12. APPROVALS

CITY:

CONTRACTOR:

Juan A. Fuentes, City Manager

Terry Taylor

ATTEST:

Renee Cantin, City Clerk-Treasurer

Reviewed as to legal sufficiency:

Jamie Rubin, City Attorney

EXHIBIT 1

DUTIES AND REQUIREMENTS

- 1) Supervision of the starting of play by golfers.
- 2) Official Starters on Tournament events.
- 3) Collection and remittance of greens fees and membership fees
- 4) Provision and maintenance of rental equipment, (i.e. carts, clubs)
- 5) Provide a safe operating fleet of carts to handle the requirements of the course; take cart reservations either by phone or in person; deliver carts to starting area; return carts to storage area each evening; account for all carts at end of the day; collection of fees for use of carts.
- 6) Supervision of play on the course.
- 7) Competent golf instruction for a variety of skill levels
- 8) Provision of supplies in the shop
- 9) Provision of range balls.
- 10) Provide proper and professional maintenance for course fairways, driving range, greens, shrubs and trees. The management firm will at its sole cost and expense be responsible for supplies and labor to meet this requirement excluding irrigation water supply. Watering to be done at night as much as possible.
- 11) Hiring and supervision of all necessary staff to accomplish duties. At a minimum, 1.5 FTE.
- 12) Enforcement of all rules and regulations relative to the golf course
- 13) Operate and maintain a friendly, reputable pro shop, practice range and golf course.
 - a. Maintain the Pro Shop in a clean, presentable, and well stocked condition; keep the Pro Shop open during normal hours of operation; keep knowledgeable staff on hand to help until all bags and carts have been returned each day and play is finished.
 - b. Provide range balls that are in a reasonable condition for rental; develop a convenient system for dispensing range balls; keep range tee area neat.
 - c. Maintain yardage markers at 100, 150 and 200 yards,
 - d. Maintain score cards, divot tools, tees and golf balls at all time.
- 14) Maintain a close professional relationship with the City Manager and coordinate respective organization.
- 15) Organize, advertise and operate golf tournaments.
 - a. Tournaments – Meet with sponsors for the purposes of planning and implementing the details of the tournament, including but not limited to: securing carts, assigning starting times, assigning starters to control start times, assigning carts, preparing scorecards and scoring sheets, keeping the tournament and file on starting times, keep players moving, recording scores, determining winners, be available for rules decisions and establishing awards and providing awards at the termination of tournaments.
 - b. Provide range balls that are in a reasonable condition for rental; develop a convenient system for dispensing range balls, keep range tee areas neat.

- 16) Actively promote golf through clinics, films, educational seminars and utilization of facilities for golf instruction at local schools as Physical Education classes.
- 17) Coordinate with non-profit groups for golf tournaments.
- 18) Market Municipal Golf Course and our events via internet, radio shows, TV, Brochures, newspapers and any other marketing media.
- 19) Actively promote the Junior Golf Program
- 20) Meet with and provide input to the City's Golf Advisory Committee (or the successive entity).
- 21) Operate the clubhouse and outside meeting, snacking area.
- 22) Provide all necessary personnel, tools, small equipment to provide the required services and maintenance to operate the T or C Municipal Golf Course. At minimum, there will be one full-time and one part-time personnel hired to work at the golf course.
- 23) Maintain all necessary licenses, permits, and certifications necessary to operate the T or C Municipal Golf Course.
- 24) Maintain existing drinking fountains on the golf course.
- 25) Provide other services (e.g., golf club repair, drink cart, etc.) which are closely connected to the playing of golf.
- 26) Repair and maintenance of golf carts, mowers and tractors and other City provided equipment.
- 27) Provide specifications for RFPs needed for both equipment and services to be obtained for the Municipal Golf Course on an as needed basis.

ADDITIONAL REQUIREMENTS

1. The City agrees to lease its governmental license to sell alcoholic beverages at the Course during the term of the Agreement. The City waives the City of Truth or Consequences annual liquor license fee. The management firm agrees to terms and conditions as may be set forth in law and regulation including, but not limited to those promulgated by the Alcohol and Gaming Division, Department of Regulations and Licensing, State of New Mexico and will comply fully with all statutes, rules or regulations therein. The management firm shall pay and be responsible for any fines assessed by the NM AGD and will hold the City harmless from the assessment and payment of any such fines. The management firm agrees and warrants that during the term of the Agreement it will not give authority to other parties to sell alcoholic beverages from anywhere on the course, attached as Exhibit 4.
2. The management firm will accept all properties, facilities, and equipment "as is" in their present existing condition. It is acknowledged by the management firm that standards for the maintenance, upkeep and repair of the golf course (greens, fairways, bunkers, rough, tees, shrubs, irrigation, etc.), clubhouse, pro shop, and snack bar will be made part of the management contract.

UTILITIES

All utilities: telephone, internet, electric, gas, water, sewage/garbage, cable, and all other utilities will be the responsibility of the management firm. Except for the following:

- a. The City will be responsible for the utility expenses related to the operation of the wells, irrigation pump stations and effluent pond.

INSURANCE REQUIREMENTS

1. Commercial General Liability insurance with not less than the following limits shall be provided by the management firm:
 - a. General aggregate: \$1,000,000.
 - b. Completed operation aggregate\$1,000,000.
 - c. Personal and advertising - injury \$1,000,000 each occurrence.
 - d. Fire damage: \$1,000,000: Medical expense\$5,000.

NOTE: All coverage described above will be obtained by the successful proposer at his/her cost.

2. Workers compensation insurance shall be required under the Laws of the State of New Mexico.
3. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:
 - a. Bodily injury: \$1,000,000 per person \$1,000,000 per accident.
 - b. Property damage: \$500,000 per accident

HOURS OF OPERATION

1. The primary operating period of the golf course shall be daily, daylight to dusk, seven days per week, weather permitting. Hours of operation shall be posted in a conspicuous place viewed from Marie Street.
2. The covered area offering refreshments will at minimum have the same hours of normal operation as the golf course (except the service of liquor as restricted by State Statutes).
3. The covered banquet area will be the only operation authorized to be operated outside the golf course normal hours but will have a limit of operating of up to 11:00 PM. This will be limited for the leasing of special events and catering. The facilities could be used for food service should the Contractor obtain the necessary permits required by the State of New Mexico.

COURSE FEES

1. Fees for pre-paid green fees, riding cart rentals, and green fees must be approved by the City. The present fee schedule is attached hereto as Exhibit 3. The City shall establish fees in cooperation with the Management Firm for the forthcoming season prior to April 1 for each year of the agreement. The City will have final authority over these fees.

EXHIBIT 2

Golf Course Negotiated Contract Terms

1. Contract Fees:

\$120,000.00 per year plus gross receipts tax (GRT), paid in equal monthly payments on or about the 1st of each month (and no later than the 10th of each month) for the prior month, commencing March, 2016.

2. Incentive payments will be paid to contractor at the following rate and terms:

Gross Revenue Per Month*	Incentive Payment Per Month to Contractor
0-\$5,000	10%
\$5,000 - \$10,000	15%
\$10,000 - \$15,000	20%
Over \$15,000	25%

Gross Revenue is calculated monthly from reports submitted by contractor and include: Membership fees, Greens fees, Clubhouse rental fees, Night Golf Fees, and Driving Range Fees.

3. Food and Beverage Payments:

Contractor will pay monthly to the City of Truth or Consequences –
5% of all Food and Beverage Gross Revenues Sales per month

Food and Beverage payments will commence July 1, 2016 and will continue for the life of the contract. All gross revenue calculation for Food and Beverage Sales will be due on or about the first of every month (and no later than the 10th of each month) and is based on the prior month gross sales.

4. Computer Point of Sale System:

Contractor and the City of Truth or Consequences will purchase jointly, a Point of Sale (POS) bar code system to maintain sales, inventory, receipting, reporting, etc. This purchase will be borne 50% to each party. The City of Truth or Consequences will deliver a used computer (already in City inventory) to the Golf Course to be used with this system. In the event of cancellation of the contract, the POS system will remain property of the City of Truth or Consequences. The City will reimburse the contractor for their portion paid on the system at the following rate:

1 st year cancellation	50% of contractors portion of purchase (i.e., 50% of 50%)
2 nd year cancellation	25% of contractors portion of purchase (i.e., 25% of 50%)
3 rd year cancellation	5% of contractor portion of purchase (i.e., 5% of 50%)
4 th year or later	Zero reimbursement

EXHIBIT 3

RESOLUTION NO. 32-12/13

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ESTABLISHING APPROPRIATE GREEN FEES FOR THE MUNICIPAL GOLF COURSE

WHEREAS, the collection of fees are needed in order to recover some of the costs related to the provision of services by the City related to the management and maintenance of the Municipal Golf Course, and

WHEREAS, the City recognizes that the fees for use of the golf course are kept artificially low in order to make the golf course affordable to the residents of Sierra County; and

WHEREAS, the Golf Advisory Board recommends the adoption of the fees set forth in this resolution.

NOW THEREFORE, be it resolved by the City Commission of the City of Truth or Consequences that the following fees are to be collected for the use of the Municipal Golf Course:

DAILY GREEN FEES	TAX			
	FEE	7.8750%	TOTAL	+ GIF
9 Holes Weekdays	\$10.45	0.82	\$11.27	+ GIF
Weekend & Holidays	\$12.03	0.95	\$12.98	+ GIF
18 Holes Weekdays	\$14.63	1.15	\$15.78	+ GIF
Weekend & Holidays	\$18.82	1.48	\$20.30	+ GIF
Twilight (after 1:30 p.m.)				
9 Holes	\$5.48	\$0.43	\$5.91	+ GIF
18 Holes	\$8.00	\$0.63	\$8.63	+ GIF
Juniors (9 & under)				
9 Holes	\$3.07	\$0.24	\$3.31	+ GIF
18 Holes	\$4.92	\$0.39	\$5.31	+ GIF
Juniors (10 & over)				
9 Holes	\$5.11	\$0.40	\$5.51	+ GIF
18 Holes	\$6.97	\$0.55	\$7.52	+ GIF
GOLF CART RENTALS				
9 Holes (1 seat) any cart	\$5.25	0.41	\$5.66	(Any Cart)
9 Holes (2 seats) any cart	\$10.50	0.83	\$11.33	(Any Cart)
18 Holes (1 seat) any cart	\$7.85	0.62	\$8.47	(Any Cart)
18 Holes (2 seats) any cart	\$15.70	\$1.24	\$16.94	(Any Cart)
Twilight (after 1:30 p.m.)	\$6.00	\$0.47	\$6.47	+ GIF

GOLF CART LEASE		FEE	TAX 7.8750%	TOTAL	+ GIF
1 Month	Single	\$52.22	\$4.11	\$56.33	
	Family	\$104.39	\$8.22	\$112.61	
3 Month	Single	\$135.75	\$10.69	\$146.44	
	Family (2)	\$277.40	\$21.85	\$299.25	
6 Month	Single	\$240.14	\$18.91	\$259.05	
	Family (2)	\$480.23	\$37.82	\$518.05	
Annual	Single	\$417.56	\$32.88	\$450.44	
	Family (2)	\$835.12	\$65.77	\$900.89	

CART TRAIL FEE (approved)

3 Months	\$79.54	\$6.26	\$85.80
6 Months	\$139.19	\$10.96	\$150.15
Annual	\$238.61	\$18.79	\$257.40

ANNUAL CART STORAGE

Electric	\$397.68	\$31.32	\$429.00
Gasoline	\$365.62	\$28.79	\$394.41

MEMBERSHIP FEES

1 Month	Single	\$104.39	8.22	\$112.61	+ GIF
	Senior (62)	\$88.73	6.99	\$95.72	+ GIF
	Family (2)	\$193.12	15.21	\$208.33	+ GIF
	Sr. Family (both 62)	\$167.06	13.16	\$180.22	+ GIF
3 Months	Single	\$229.69	\$18.09	\$247.78	+ GIF
	Senior (62)	\$198.37	\$15.62	\$213.99	+ GIF
	Family (2)	\$344.48	\$27.13	\$371.61	+ GIF
	Sr. Family (both 62)	\$292.31	\$23.02	\$315.33	+ GIF
6 Months	Single	\$313.17	\$24.66	\$337.83	+ GIF
	Senior (62)	\$368.62	\$29.03	\$397.65	+ GIF
	Family (2)	\$369.62	\$29.11	\$398.73	+ GIF
	Sr. Family (both 62)	\$370.62	\$29.19	\$399.81	+ GIF
Annual	Single	\$532.40	\$41.93	\$574.33	+ GIF
	Senior (62)	\$448.92	\$35.35	\$484.27	+ GIF
	Family (2)	\$793.40	\$62.48	\$855.88	+ GIF
	Sr. Family (both 62)	\$678.56	\$53.44	\$732.00	+ GIF

A One (1) Dollar Sign-in Golf Improvement Fee will be assessed to all players on a daily basis. A player returning on the same day will not have to pay the one (1) dollar more than once. (\$1 GIF includes the 5% governmental GRT)

This Resolution repeals Resolution No. 11-11/12

PASSED, APPROVED AND ADOPTED this 14th day of MAY, 2013.

**By: _____
John Mulcahy, Mayor**

ATTEST:

**_____
Mary Penner, City Clerk-Treasurer**

EXHIBIT 4

RECITALS

1. The Contractor desires to lease a governmental liquor license from the City to allow him to sell beer and wine at the golf course.

2. In cooperation with one another, the parties have already submitted an application for a governmental license to the state of New Mexico. Said application is pending.

NOW THEREFORE, the parties do mutually agree as:

1. Conditioned upon approval from the state, the City shall hereby lease the governmental liquor license to the Contractor to allow the Contractor to sell beer and wine at the Truth or Consequences Municipal Golf Course.

2. The term of the lease shall be for one (1) year, commencing on the date that the state of New Mexico approves the governmental liquor license.

3. In consideration for this lease, the Contractor shall pay pursuant to Exhibit 2, Section 3 of the Golf Course Management Contract.

4. The parties contemplate that the lease may be extended upon their agreement. In that regard, the parties agree to confer five (5) months after the initial term has commenced. The parties agree to negotiate in good faith towards reaching an agreement for the future terms and provisions of a renewal.

5. Contractor will apply for and pay all necessary fees to renew the License for continued operation for the term of this Lease Agreement and will allow no action, or omission that could cause a cancellation, or revocation, of the License. In the event of any non-compliance, the City shall have the right to take whatever steps are necessary to protect the liquor license, and to also seek any available remedies at law.

6. During the term of this Lease Agreement, Contractor will operate the License continuously and without interruption.

7. Contractor will maintain the License in good standing with all appropriate government agencies and authorities and will observe and perform all duties that are required by applicable Federal, State and Municipal laws, ordinances, rules and regulations.

8. Contractor will not allow the License to be used in violation of any Federal, State, or Municipal laws, ordinances, rules of regulations or contrary to the provisions of any applicable insurance policies. Contractor will pay any citations, fines, charges or damages, resulting from any such violation, or otherwise, from the operation and use of the License

during the term of this Lease Agreement whether or not such operation or use is authorized by this Lease Agreement.

9. Contractor is solely responsible for any NM AGD citations due to a violation of the New Mexico Liquor Control Act.

10. With respect to the License, the Parties will not, without written consent of the other:

(a) Transfer the physical location of the License, or

(b) Sublease the License or assign or sublet its rights or delegate its duties under this Lease Agreement.

11. During the term of this Lease Agreement, Contractor will pay all taxes, fees, charges, bills, fines and penalties imposed on the License, or arising out of the use, registration, leasing, licensing or operation of the License. This will include all Federal and State Payroll Liability Monthly, Quarterly and Annual Taxes.

12. All obligations by the Contractor in connection with the golf course management contract shall also apply to this addendum.

13. Contractor agrees to hold and defend the City free and harmless of any, and all, liability arising out of the Contractor's use of the License. This hold harmless provision includes all claims made by THIRD PARTIES who sustain personal injury, or property damage, as a result of Contractor's operations at the golf course. Contractor will be solely responsible for any claims arising out of the sale of liquor and alcohol in connection with this Lease. Contractor is solely responsible for maintaining the Liquor Liability Insurance with a minimum liability limit of One (1) Million Dollars for the term of the Lease. Such liability policy must be in effect at the start of the Lease and all times throughout the Lease. The City shall be designated as a named insured.



G.5

CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM:

DISCUSSION/ACTION: FISCAL AGREEMENT FOR PROFESSIONAL SERVICES WITH SOUTH CENTRAL COUNCIL OF GOVERNMENTS (SCCOG) FOR PROJECT #13-1783 ANIMAL SHELTER.

BACKGROUND:

The City received notification from the NM Department of Finance and Administration requesting a Fiscal Agent agreement for the SAP Grant for the Animal Shelter Project. The agreement between the City and SCCOG was emailed and has been approved by DFA. The original term of the agreement was from **March 1, 2014** to **February 29, 2016**. However, the grant agreement with DFA expires in 2017.

The proposed fiscal agent agreement between the City and SCCOG would mirror the term of the grant agreement or expire once project funds have been expended and grant closed.

STAFF RECOMMENDATION:

- Approval of Fiscal Agreement with SCCOG.

SUPPORT INFORMATION:

- Fiscal Agreement with SCCOG.

Requested by: Juan A. Fuentes	Department: City Manager	E-mail: jafuentes@torcnm.org
Date: 01-26-16		

COOPERATIVE AGREEMENT
BETWEEN
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
AND THE
SOUTH CENTRAL COUNCIL OF GOVERNMENTS
FOR FISCAL AGENT SERVICES

This Agreement for professional fiscal services is between the City of Truth or Consequences, New Mexico ("City") and the South Central Council of Governments ("SCCOG") pursuant to the following purposes, conditions and terms.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.** The SCCOG shall provide fiscal agent services for Legislative Capital Outlay appropriation 13-1783 for T or C Animal Shelter for \$100,000 through the New Mexico Department of Finance & Administration:
 - A. Ensure that grant funds are expended in compliance with all applicable laws, regulations and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations and grant agreement.
 - B. Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations and grant agreement.
2. **Payment.** The City shall pay SCCOG \$3000.00 for fiscal agent services described above in paragraph 1.A-B.
3. **Term of Agreement.** This Agreement shall be from March 17, 2014 to June 30, 2017 and may be renewed or terminated upon the written agreement of both parties. Termination may be effected upon 30 days written notice from the date of agreement of both parties. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.
4. **Indemnification and Claims.** Contractor shall defend, indemnify, and hold the City harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees, and all other liabilities and expenses of any kind from any source which may arise out of performance of this agreement, but only to the extent caused by the tortuous acts of omissions of Contractor, its agents or employees.

5. **Independent Contractors.** The SCCOG, its agents and employees are independent contractors performing services for the City and are not employees of the City. The SCCOG and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the City.

6. **Assignment.** The SCCOG shall not assign or transfer any interest in the agreement or assign any claims for money due or to become due under this agreement without the prior written approval from the City.

7. **Subcontracting.** The SCCOG shall not subcontract portions of the services to be performed under this agreement without the prior written approval from the City.

8. **Bonding.** The SCCOG shall provide, at the time of execution of this agreement, evidence satisfactory to the City that all of SCCOG's personnel handling funds or authorizing payment of funds under this agreement are covered by fidelity bond.

9. **Applicable Law.** The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper in the Seventh Judicial District Court of Sierra County, New Mexico.

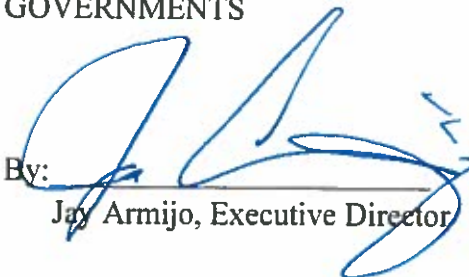
IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS AGREEMENT THIS

19th DAY OF January, 2016.

BOARD OF COMMISSIONERS
OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By: _____
Sandy Whitehead, Mayor Pro-Tem

SOUTH CENTRAL COUNCIL OF
GOVERNMENTS

By: 
Jay Armijo, Executive Director



G.6

CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM:

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES BE **AMENDED**, ARTICLE IV, DIVISION 4, SECTIONS 2-273 TO SAID CODE.

BACKGROUND:

Pursuant to Section 2-273, the Public Utility Advisory Board is made up of five members appointed by the City Commission. Under said section, the Commission must appoint at least some members with an electrical utility background, financial background and a general contractor background. However, it is recognized that if candidates with such backgrounds are not available, then the Commission will appoint other competent individuals to fill the position.

In 2007, the City Commission adopted the Development Impact Fee Act and codified under Article VI of the City Code. This act comes from the NM State Statutes Section 5-8-1 to 5-8-43. It was the intent of the City Commission to assign the duties under said act to the PUAB, Section 4-421 City Code.

Under Section 5-8-34, the Advisory Committee is also a five member board appointed by the City Commission. However, said section requires that "Not less than forty percent of the membership of the advisory committee must be representative of the real estate, development or building industries." Forty percent of five members would be two members with the background described.

The purpose of the proposed ordinance is to amend the existing PUAB makeup to coincide with the makeup of the Development Impact Fee Advisory Board.

STAFF RECOMMENDATION:

- Approval of publication of proposed ordinance.

SUPPORT INFORMATION:

- Proposed Ordinance

Requested by: Juan A. Fuentes	Department: City Manager	E-mail: jafuentes@torcnm.org
Date: 01-26-16		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, BE AMENDED, ARTICLE IV, DIVISION 4, SECTIONS 2-273 TO SAID CODE.

BE IT ORDAINED BY THE CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. That Division 4. Public Utility Advisory Board, Section 2-273 by amended by *adding the underlined material and deleting the stricken material* as follows:

Section 2-273. Appointment

- A. The members of the Board with the exception of the City Manager shall be appointed by the City Commission.
- B. The original members shall serve staggered terms and thereafter ~~there~~ they shall be appointed by the City Commission members of the Board who shall serve for a two-year term. The terms of the members of the Board shall expire on June 30; provided, however, that any member of the Board shall continue to hold his office until his successor is appointed and qualified.
- C. ~~The City Commission shall appoint at least~~ Not less than forty percent of the membership of the advisory committee must be representative of the real estate, development or building industries. Remaining membership may include those with one person with an electrical utility background, one person with a financial background, or experience as and a general contractor, as members of the Board. If such qualified persons are not available or willing to serve, then the Commission shall appoint other competent persons to serve.

Section 2. All Ordinances or Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed to revive any Ordinance or Resolution, or part thereof, heretofore repealed.

Section 3. This Ordinance shall take effect on the ____ day of _____, 2016.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY:

SANDRA WHITEHEAD, Mayor

ATTEST:

RENEE CANTIN
CITY CLERK-TREASURER



G.7

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Request for revision of ordinance for Section 2-373 Magistrate; qualifications; salary

BACKGROUND:

Ordinance NO. 433-96 reference the salary of the Municipal Magistrate is fixed at the rate of 75% of the annual salary of full time State Magistrate Judge

Ordinance NO: 575 specifying salary amounts based on experience.

STAFF RECOMMENDATION:

Requesting new ordinance for publication

SUPPORT INFORMATION:

Copy of ordinances

Name of Presenter: Judge Beatrice Sanders	Department: Municipal Court	Meeting date: 2-2-16
---	-----------------------------	----------------------

CITY OF TRUTH OR CONSEQUENCES
Ordinance NO. 433-96

AN ORDINANCE

AMENDING THE CITY OF TRUTH OR CONSEQUENCE BY AMENDING CERTAIN PROVISIONS OF THE DEFINITIONS AS SET FORTH IN SECTION 2-373 OF THE CITY OF TRUTH OR CONSEQUENCES CODE RELATING TO MUNICIPAL MAGISTRATE COURT.

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

Section 1. Section 2-373. Magistrate; qualifications; salary, of the Code of Ordinances shall be amended as follows:

The qualifications of the Municipal Magistrate, and any bond required by him shall be prescribed by law. The salary of the Municipal Magistrate is hereby fixed at the rate of 75% of the annual salary of a full time State Magistrate Judge, to become effective upon the Municipal Magistrate taking office following the next regular Municipal election.

Section 2. Repealer. All Ordinances or Resolutions, or parts thereof, inconsistent therewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed

to revive any Ordinance or Resolution, or part thereof, heretofore repealed.

PASSED, APPROVED AND ADOPTED this 12th day of January, 1995.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

BY: 

TREY CAMPBELL, Mayor

ATTEST:


EVELYN B. RENFRO - City Clerk

**CITY OF TRUTH OR CONSEQUENCES
CODE OF ORDINANCES**

ORDINANCE NO.: 575

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, §2-373 OF THE CITY OF TRUTH OR CONSEQUENCES CODE OF ORDINANCES, PERTAINING TO MUNICIPAL MAGISTRATE QUALIFICATIONS AND SALARY.

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

Chapter 2, Article V, §2-373, be amended as follows:

§2-373. The qualifications of the Municipal Magistrate and any Bond required by him, will be as prescribed by law. The Salary of the Municipal Magistrate will be as follows:

(a) For a Municipal Magistrate having no prior experience as a Municipal Magistrate in New Mexico: \$20,000.00;

(b) For a Municipal Magistrate having one (1) to five (5) years experience as a Municipal Magistrate in New Mexico: \$30,000.00; and

(c) For a Municipal Magistrate having in excess of five (5) years experience as a Municipal Magistrate in New Mexico: \$42,000.00.

The above-described salary schedule will become effective upon the Municipal Magistrate taking office following the next regular Municipal election.

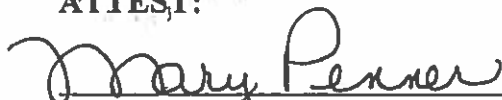
PASSED, APPROVED AND ADOPTED this 9th day of October 2007.

**CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO**

By: 
LORI MONTGOMERY - Mayor



ATTEST:


MARY PENNER - City Clerk