

*Steven Green  
Mayor*

*Sandra Whitehead  
Mayor Pro-Tem*

*Kathy Clark  
Commissioner*



*Rolf Hechler  
Commissioner*

*Paul Baca  
Commissioner*

*Renee Cantin  
Interim City Manager*

*505 Sims St.  
Truth or Consequences, New Mexico 87901  
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## 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, 405 W. 3<sup>RD</sup> ST., ON WEDNESDAY, OCTOBER 24, 2018; TO START AT 9:00 A.M.

### A. CALL TO ORDER

### B. INTRODUCTION

#### 1. ROLL CALL

Hon. Steve Green, Mayor  
Hon. Sandra Whitehead, Mayor Pro-Tem  
Hon. Rolf Hechler, Commissioner  
Hon. Kathy Clark, Commissioner  
Hon. Paul Baca, 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. PRESENTATIONS

1. Presentation: Recognition of Officer Marin for Life Saving Award
2. Presentation: Promotion Ceremony to Sgt. for Officer Donald Venable
3. Presentation: Special Use Permit for Verizon. Amy McKenzie, Black and Veatch
4. Presentation: Special Use Permit. Sean Milks, Gravity Pad

### F. CONSENT CALENDAR

1. Public Utility Advisory Board Minutes, August 20, 2018
2. Approval of Agreement between the Village of Williamsburg and the City of Truth or Consequences for Wastewater Treatment

## G. PUBLIC HEARINGS

1. Public Hearing: Request for a Special Use Permit for mounting Verizon antennas on the painted water tank at the end of West 2nd Street. Applicant is Amy McKenzie, Black and Veatch
2. Public Hearing: Request for a Special Use Permit for mounting antennas on the painted water tank at the end of West 2nd Street. Applicant is Sean Milks, Gravity Pad

## H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Request for a Special Use Permit for mounting Verizon antennas on the painted water tank at the end of West 2nd Street. Applicant is Amy McKenzie, Black and Veatch
2. Discussion/Action: Request for a Special Use Permit for mounting antennas on the painted water tank at the end of West 2nd Street. Applicant is Sean Milks, Gravity Pad
3. Discussion/Action: Resolution No. 17 18/19 Authorizing and Approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund for a Complete T or C Municipal Water System Improvements Plan. Traci Burnette, Grant/Projects Coordinator
4. Discussion/Action: Resolution No. 18 18/19 Budget Adjustment. Melissa Torres, Finance Director

## I. UNFINISHED

1. Discussion/Action: Identify and approve specific streets for improvements using allocated funds. Traci Burnette, Grant/Projects Coordinator
2. Discussion/Action: Final approval of the Tower Lease Agreements and rental fees for KOB, KASA, and KRQE. Bo Easley, Electric Division Director
3. Discussion/Action: Live/Work Special Use Permits on Commercial Buildings. Steve Green, Mayor

## J. NEW BUSINESS

1. Discussion/Action: Award ITB 18-19-003 for Well No. 8 Rehabilitation Project. Pat Wood, CPO
2. Discussion/Action: 1<sup>st</sup> Quarter DFA Budget Report. Melissa Torres, Finance Director
3. Discussion/Action: Marketing Campaign for Truth or Consequences. Steve Green, Mayor

## K. REPORTS

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

## L. EXECUTIVE SESSION

1. Threatened or Pending Litigation (Augustin Plains Ranch, LLC v. Tom Blaine et al.) Pursuant to 10-15-1(H.7)
2. Threatened or Pending Litigation (Ashbaugh v. City of Truth or Consequences) Pursuant to 10-15-1(H.7)
3. Limited Personnel Matters (City Manager Recruitment). Pursuant to 10-15-1(H.2)

M. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any

N. ADJOURNMENT

**NEXT CITY COMMISSION MEETING NOVEMBER 14, 2018**



E.1

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

**ITEM:** Recognize Officer Marin for life saving award

**BACKGROUND:** Recognize Officer Marin for saving the lives of two citizens from a fire

**STAFF RECOMMENDATION:**

**SUPPORT INFORMATION:** Present lifesaving award by TCPD administration

Name of Drafter: Erica Baker	Department: Police	Meeting date: October 24, 2018
Email: ebaker@torcnm.org	Phone: 894-1204 Ext. 422	

E.2



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

**ITEM:** Official Pinning Ceremony for newly promoted Sgt. Donald Venable

**BACKGROUND:** Recognize newly promoted Sgt. Donald Venable

**STAFF RECOMMENDATION:**

**SUPPORT INFORMATION:** Pinning of badge by chosen family/staff

Name of Drafter: Erica Baker	Department: Police	Meeting date: October 24, 2018
Email: ebaker@torcnm.org	Phone: 894-1204 Ext. 422	



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

**ITEM:**

Special Use Permit for Verizon. Amy McKenzie, Black and Veatch

**BACKGROUND:**

Presentation related to Public Hearing and Action Items on Agenda.

**STAFF RECOMMENDATION:**

None.

**SUPPORT INFORMATION:**

See items G.1 & H.1

E.4



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

### **ITEM:**

Presentation: Special Use Permit. Sean Milks, Gravity Pad

### **BACKGROUND:**

Presentation related to Public Hearing and Action Items on Agenda.

### **STAFF RECOMMENDATION:**

None.

### **SUPPORT INFORMATION:**

See items G.2 & H.2



F.1

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

**ITEM:**

Approve the minutes of the Public Utility Advisory Board for August 20, 2018.

**BACKGROUND:**

None.

**STAFF RECOMMENDATION:**

Approve the minutes.

**SUPPORT INFORMATION:**

Minutes.



**CITY OF TRUTH OR CONSEQUENCES  
PUBLIC UTILITY ADVISORY BOARD  
MINUTES  
MONDAY, AUGUST 20, 2018**

**REGULAR MEETING**

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico held in the City Commission Chambers, 405 W. 3<sup>rd</sup> Street, at 4:30 p.m. on Monday, August 20, 2018.

**INTRODUCTION:**

**ROLL CALL:**

George Szigeti, Chairman  
Jeff Dornbusch, Vice-Chairman  
Ron Pacourek, Member  
Ed Williams, Member  
Randy Ashbaugh, Member

**ALSO PRESENT:**

Juan Fuentes, City Manager  
Bo Easley, Electric Division Director  
Andy Alvarez, Sanitation Director  
Arnie Castaneda, Water/Wastewater Supervisor  
Traci Burnette, Grant/Projects Coordinator  
Priscilla Fuentes, Electric Division Administrative Assistant  
Ruby Otero-Vallejos, Water/Wastewater Administrative Assistant  
Angela A. Torres, Deputy City Clerk  
Mario Juarez-Infante, Wilson & Company  
Brian Ambroggi, PE, Project Manager

**APPROVAL OF AGENDA:**

Chairman Szigeti called for approval of the agenda.

Vice-Chairman Dornbusch moved to approve the agenda. Member Williams seconded the motion. Motion carried unanimously.

**APPROVAL OF MINUTES:**

Vice-Chairman Dornbusch moved to approve the minutes. Member Williams seconded the motion. Motion carried unanimously.

## **COMMENTS FROM THE PUBLIC:**

Klaus Wittern asked if an RFP went out for the AMR Drive-by Meter Reading. There is no reason for the city not to go out for a public proposal on that project.

## **RESPONSE TO COMMENTS FROM THE PUBLIC:**

Member Ashbaugh asked if this project has been put out for an RFP.

Chairman Szigeti stated that he is not aware of that, but he sent out an email to Mr. Easley and the City Manager some time ago concerning the issue. He heard that there had been an advertisement.

Traci Burnette once they get to new business she can explain it at that time.

## **Discussion/Update: McAdoo/Sims Project - Wilson & Company:**

Wilson & Company reviewed the following:

- Scope of Work Overview: Wilson & Company has been engaged by the City of T or C Staff to develop a Work Plan that cost effectively replaces waterline, sanitary sewer, and reconstructs the roadways of McAdoo and Sims Street. Work Plan development has occurred via a series of meetings with Utilities and Streets Departments, conducted a site visit, understanding of the funding sources, and familiarity of staff capabilities and equipment. Following two staff meetings, it was recommended and the City secured the geotechnical investigation to determine the final pavement section and groundwater potential. Additionally, we recommended a ground topographic survey that identifies the exiting utility locations, manhole rim and invert elevations, and curb & gutter flow line elevations. This information is crucial in determining the direction of sanitary sewer gravity flow and the existing surface drainage patterns. It also provides information related to anticipated trench depth and groundwater mitigation alternatives.
- Project Location Map:
  - a. Map identifies phases. They start on McAdoo and extend to Daniels and to Main Street.
- Work Plan:
  - a. Site Challenges Shallow ground water encountered at 30" (2.5-ft).
  - b. Shallow utilities.
  - c. AC waterline trigger hazard mitigation handling and disposal.
  - d. Clay sanitary sewer line is less than 4-ft depth (measure to invert); cannot alter existing elevations otherwise may adversely affect upstream and downstream gravity collection system.
- Strategy:
  - a. Phase "Pilot" Project into cost and schedule manageable segments.
  - b. Design and let for bidding Phase I: McAdoo from Clancy St. to Daniels Street

- c. Streets Department will reconstruct the roadway (subgrade, reinforced base course, and 3" HMA pavement).
  - d. Letting Schedule: November 2018 (maximize groundwater depth)
- Project Cost:
    - a. Option 1 - Invitation for Bid \$759,833.65
    - b. Option 2 - IFB \$511,550.70
  - What they want to learn:
    - a. Familiarize ourselves with staff and equipment capabilities working in downtown Main Street.
    - b. Firsthand knowledge of groundwater, soil conditions, and hot springs.
    - c. Familiarity with businesses and ability to better serve by adjusting design to minimize disruption.
    - d. Develop a cost effective Capital Infrastructure program that yields maximum return on investment.
    - e. Develop Street Department knowledge of installing base course reinforcement using geogrid.
    - f. Position the City to prepare a solid plan for the MSD waterline replacement project.
    - g. Identify and manage hot spring aqueducts so as not to disrupt during construction.

Discussion ensued with no action taken.

**Discussion/Action: AMR Drive-by Meter Reading - Bo Easley, Electric Division Director**

Electric Division Director Bo Easley reported the following:

- About a year ago they brought forth the YESCO System and that didn't turn out to be what they hoped so the Commission asked him to look into an alternative for reading meters. He has been working on a drive by system strictly for electric meters.
- A few obstacles they are currently having with reading meters includes:
  - a. Issues with dogs.
  - b. Locked gates.
  - c. Large Fences.
  - d. Vegetation.
  - e. Issues with people building porches around the meters.
  - f. A meter reader walking average is 6 miles a day.
  - g. Meter readers are exposed to injuries while reading meters.
- The benefits of the AMR System include:
  - a. Meter Readers will be able to read meters in a shorter time period.
  - b. The system will give accurate readings.
  - c. Meter Readers will no longer have to enter the customer's property to read the meter.

- d. The City of Aztec has the drive-by system and it works well for them. They plugged the handheld into the docket system and right there they were able to read 112 meters without even moving their vehicle.
  - e. They would only have one meter technician reading water and electric meters and handle work orders.
- He received proposals from a few different companies for this project.
  - We have money in-house for this project and the Commissioner's approved it. Next year if they have money, they can do the water system. If we go with this system then it will be cheaper to add the water meters.
  - Klaus Wittern asked why we didn't do an RFP. The answer is because one company is thru CES and the other one is a State Contract so they do not require an RFP.
  - The quotes from each company are pretty much the same.
  - The system will be transparent to the Tyler System.

Chairman Szigeti asked that Mr. Easley forward the PowerPoint to Code Enforcement so they can address the code violations that were viewed in the presentation.

Member Williams moved to forward the AMR Drive-by Meter Reading System to the City Commission for approval, with the corrections of the \$254, 156 amount that should be \$253, 946 on the Eaton proposal. Vice Chairman Szigeti seconded the motion. Motion carried unanimously.

**Discussion/Update: Electric Department – Electric Division Director Bo Easley:**

Electric Division Director Bo Easley reported the following:

- High school Fitness Center - The contractors have made progress within the last two weeks.
- The Corona and Cielo Vista Subdivision – They sent out certified letters to let the residents know about the public meeting they will have regarding the project on August the 28<sup>th</sup>.
- Substation Battery Replacement – They submitted the PO last week and the contractor HEI will be replacing the batteries and boxes for the substations on the North and South Transformers.
- First Savings Bank – Contractors are doing the dirt work and the Electric Department set a new 3 phase pole and they will be coming underground off of that to a Padmount Transformer.
- Mud Mountain Antenna – A contractor will be doing a survey to see if the remaining antenna is good enough to use.

**Discussion/Update: Sanitation Department – Sanitation Director Andy Alvarez:**

Andy Alvarez, Sanitation Director reported the following:

- He was out on the trash route this morning because he had his employee Ryan Vallejos on the Polycart truck.
- His new hire Martin Gonzales has been on the backhoe. He had little to no experience with the backhoe before he came on board with the city, but he caught on very quickly and is able to

work with the traffic, he's able to help people unload and maneuver the backhoe unload the trash, move it into the walking trailer and pack it. He needs to get his CDL permit and in order to get that he will need to pass his general knowledge test, and also pass his air break test.

- One of his vacancies has been filled. The new hire's name is Jeremiah Easley. He will advertise in September for the other vacancy.
- He reviewed the trash that was collected this year compared to last year.
- He placed an order for a new side loader dumpster truck.
- He has been taking care of some illegal dumping we've had throughout the city.

**Discussion/Update: Water/Wastewater Department - Jesus Navarro, Water/Waste Water Department:**

Arnie Castaneda, Water/Waste Water Department, reported the following:

- Wastewater Phase 2 Project is almost complete. They are waiting for the contractor to come back and adjust the weirs on the clarifiers.
- As of this afternoon they have 3 active water leaks. They have recently made some changes in personnel and how to be more efficient in getting these leaks taken care of.
- They are working on a storm water discharge permit for the Wastewater Treatment Plant property. It hasn't been updated in a while so they need to update the plan and train their employees on what they need to do in case of a flood.
- They had a visit from EPA and NMED for inspection on the Wastewater Treatment Plant.

Traci Burnette, Grants Coordinator reported the following:

- Phase 2A funding – NMED and Colonias approved change order #4 which was a reduction in the cost of the contract for de-watering. That brings the amount they will own the contractor and engineers around the \$79,000 mark. Funding available from Colonias is \$82,000. So we are going to be just under by roughly \$5,000.

**COMMENTS FROM THE BOARD:**

Chairman Szigeti asked for the Energy Cost Adjustment to be added to the next agenda.

Member Williams asked that the supervisors present tonight go back and tell their employees that they are doing a great job and to keep up the good work.

**COMMENTS FROM STAFF:**

There were no additional comments from staff.

**ADJOURNMENT:**

There being no further business to come before the Public Utility Advisory Board, George Szigeti, Chairman, declared the meeting adjourned at 5:40 p.m.

PASSED AND APPROVED this 20<sup>th</sup> day of August, 2018.

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George Szigeti, Chairman  
Public Utility Advisory Board



F.2

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

### **ITEM:**

Discussion/Action – Approve the Agreement between the Village of Williamsburg and the City of Truth or Consequences for Wastewater Treatment.

### **BACKGROUND:**

On or about June 11, 1975, the parties entered into an agreement which called for the Village to construct a wastewater collection and transmission facility and system for the City to construct a wastewater treatment plant. Both of the aforesaid assets were constructed and the Village's treatment facility was connected to the City's Wastewater treatment plant. The parties conducted operations consistent with the aforesaid Agreement and its Amendments. The Agreement has expired, and the parties desire to enter into this new Agreement to ensure continued operation. Revised agreement has been drafted and approved by both City and Village Attorneys. The Village of Williamsburg Trustees have reviewed and approved the Agreement.

### **STAFF RECOMMENDATION:**

Approve the agreement as presented

### **SUPPORT INFORMATION:**

- 1975 Agreement between the Village of Williamsburg and the City of Truth or Consequences for Wastewater Treatment and Amendments
- Revised Agreement between the Village of Williamsburg and the City of Truth or Consequences for Wastewater Treatment

## **AGREEMENT**

**This agreement** is entered into this 11th day of October, 2018, between **THE VILLAGE OF WILLIAMSBURG, NEW MEXICO**, a municipal corporation, hereinafter referred to as the "Village" and the **CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**, a municipal corporation, hereinafter referred to as the "City".

## **RECITALS**

A. On or about June 11, 1975, the parties entered into an Agreement which called for the Village to construct a wastewater collection and transmission facility and system for the City to construct a wastewater treatment plant.

B. Both of the aforesaid assets were constructed and the Village's treatment facility was connected to the City's Wastewater treatment plant.

C. The parties conducted operations consistent with the aforesaid Agreement and its Amendments.

D. The Agreement has expired, and the parties desire to enter into this new Agreement to ensure continued operation.

**NOW WHEREFORE**, in-consideration of the mutual promises contained herein, the parties agree as follows:

1. Under this Agreement:

a. The Village of Williamsburg will retain sole ownership of the Williamsburg wastewater collection and transmission facility; and

b. The City of Truth or Consequences will retain sole ownership of the City sewer treatment facilities; and

c. No property will be acquired jointly by parties to this Agreement; property purchased by either the Village or the City will be owned solely by the purchaser thereof.

2. No industrial waste causing the creation of unusual problems in handling and treatment or otherwise in any respect causing the City to deviate from standard normal conditions in the operation of its sewage treatment plant or facilities connected thereto, shall be into the sewage system of facilities of the City, except by special agreement providing thereof, and for which the City may be compensated.



3. The City shall have the authority to continually inspect the waste introduced into its plant and facilities, and to demand the correction of any intrusion of abnormal waste and herein described. Should the Village fail to correct the intrusions of abnormal wastes within a reasonable time, in consideration of the circumstances, and should the intrusions of such waste constitute an immediate detriment to its facilities, the City may shut off the flow of detrimental waste and shall notify the Village of such shut off.

4. Upon the construction, completion and incorporation into the presently proposed wastewater collection and transmission facilities of any future enlargement or extension thereof by the Village, such will be operated and maintained by the City pursuant to the terms of this Agreement.

5. Any maintenance or repair work contracted by the Village to the City shall be in accordance with the Operations and Maintenance Manual prepared by the Village's consulting engineer and approved by the U.S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency as well as in accord with all rules, regulations and requirements of governmental bodies having jurisdiction.

6. The City will maintain and operate its wastewater treatment plant in accordance with the Operations and Maintenance Manual prepared by the City's consulting engineer and approved by the U.S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency as in accord with all rules, rules, regulations and requirements of governmental bodies having jurisdiction.

7. The parties agree that each are bound by provisions of the New Mexico Tort Claims Act. Nothing in this agreement shall be construed to waive the privileges and immunities afforded by the NMTCA.

8. A. The Village shall pay the City monthly for all maintenance repairs, replacements and extensions performed by the City on the Village's <sup>(5)</sup> lift station and the Village shall, in addition, pay its share of the operation of the Wastewater Treatment Plant, based on the pro-rata gallonage of the wastewater introduced into the plant by the Village as aforesaid. Village further agrees to pay the cost of electrical and water consumption used by the two lift stations of the Village.

B. Pro-rata cost for maintenance of the Wastewater Treatment Plant shall be computed on the gallonage contributed by the wastewater collection facility of the Village to the Wastewater Treatment Plant. Any amount of wastewater introduced into the Village wastewater collection

\* Multiple  
Lift Stations

and transmission system by the City shall be deducted from the amount introduced into the sewer treatment plant by the Village.

C. The City shall bill and collect the sewer service charge from the residents of Williamsburg for the use of the Village wastewater and transmission system. Mailing charges and Village pro-rata sewer treatment charges shall be agreed upon the parties and reviewed annually during their budget hearing. The Finance Director of the City shall be notified of any Village sewer rate change by copy of Village resolution approved by the governing body.

D. By the 15<sup>th</sup> of each month the City shall forward to the Village all monies collected from the residents of the Village for the previous month for the use of the wastewater collection and transmission system.

9. This agreement shall be effective for forty (40) years. However, there may be an annual review of the results of this agreement and this agreement may be changed by mutual assent of the parties hereto. This agreement may be renewed for an additional forty (40) years upon the mutual consent of the parties.

10. If any section, paragraph, subdivision, clause, phrase, or provision of this agreement shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this agreement as a whole or any part or provision other than the part so decided to be invalid or unconstitutional.

11. Any controversies arising from this agreement or any interpretation of any article or section of this agreement shall be settled as follows:

(a) Respective officials of the Village and the City shall hold a joint meeting to settle the problem to the mutual satisfaction of the City and the Village.

(b) If no agreement is reached between the parties hereto regarding the rights, duties or liabilities hereunder by either party, the controversy shall be submitted to one disinterested arbitrator, if one can be agreed upon; otherwise to three disinterested arbitrators, one named by the Village and one by the City and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of New Mexico.

(c) Expenses of arbitration proceedings conducted hereunder shall be borne equally by each party. The parties shall be bound by the decision of the arbitrator or arbitrators.

12. This agreement will be binding on the successors, assigns and legal representatives of the parties hereto.

WITNESS our hands and seals this 11<sup>th</sup> day of October 2018.



Aminda B. Cardone

VILLAGE OF WILLIAMSBURG

Debi Stahlberg, Mayor

CITY OF TRUTH OR CONSEQUENCES

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

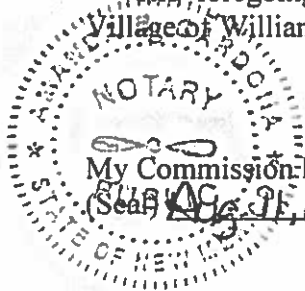
**ACKNOWLEDGEMENTS**

STATE OF NEW MEXICO ]

.ss:

COUNTY OF SIERRA ]

The foregoing instrument was acknowledged before me by DEB STUBBLEFIELD for the Village of Williamsburg, on the 11<sup>th</sup> day of October, 2018.



Amanda B. Cardone  
Notary Public

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STATE OF NEW MEXICO ]

.ss:

COUNTY OF SIERRA ]

The foregoing instrument was acknowledged before me by, \_\_\_\_\_,  
for the City, on the \_\_\_\_ day of September, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
(Seal) \_\_\_\_\_

A G R E E M E N T

THIS AGREEMENT is entered into this 11<sup>th</sup> day of June, 1975, between THE VILLAGE OF WILLIAMSBURG, NEW MEXICO, a municipal corporation, hereinafter referred to as the "Village" and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, a municipal corporation, hereinafter referred to as the "City".

WITNESSETH:

The parties hereto agree as follows:

1. Within a reasonable time from the execution of this agreement, the Village will construct a wastewater collection and transmission facility and system generally located as shown on Exhibit "A" attached hereto. The construction of this wastewater collection and transmission system is contingent upon the Village obtaining federal and state funds for such construction and this agreement will not be effective or binding if such funds are not secured.

2. Within a reasonable time from the execution of this agreement, the City will construct a wastewater treatment plant generally located as shown on Exhibit "A" attached hereto. The construction of the wastewater treatment plant is contingent upon the securing by the City of federal and state funds for the project and this agreement will not be effective or binding in the event such funds are not secured.

3. The wastewater collection and transmission system and facility shall be of a design and quality of construction which will in every respect meet the requirements of the U. S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency. This facility will include among other

things eight (8) inch sewer lines and two (2) lift stations.

4. The city wastewater treatment plant shall be of a design, quality and construction which will in every respect meet the requirements of the U. S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency.

5. Upon the completion of the wastewater collection and transmission facility of the Village, it will be connected to the wastewater treatment plant. The City will incorporate the connection line from the Village collection and transmission facility in the City wastewater treatment plant project. The Village will, upon connection, reimburse the City for the cost of such connection and connection line.

6. No industrial waste causing the creation of unusual problems in handling and treatment or otherwise in any respect causing the City to deviate from standard normal conditions in the operation of its sewage treatment plant or facilities connected thereto, shall be introduced into the sewage system or facilities of the City, except by special agreement providing therefor, and for which the City may be compensated.

7. The City shall have the authority to continually inspect the waste introduced into its plant and facilities, and to demand the correction of any intrusion of abnormal waste as herein described. Should the Village fail to correct the intrusions of abnormal wastes within a reasonable time, in consideration of the circumstances, and should the intrusions of such waste constitute an immediate detriment to its facilities, the City may shut off the flow of detrimental waste and shall notify the Village of such shut off.

8. Upon the construction, completion and incorporation into the presently proposed wastewater collection and transmission facilities of any future enlargement or extension

thereof by the Village, such will be operated and maintained by the City pursuant to the terms of this agreement.

9. The City will maintain and operate all wastewater collection and transmission facilities of the Village including electrical portions of the two (2) lift stations in accordance with Operations and Maintenance Manual prepared by the Village's consulting engineer and approved by the U. S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency as well as in accord with all rules, regulations and requirements of any such governmental bodies having jurisdiction.

10. The City will maintain and operate its wastewater treatment plant in accordance with the Operations and Maintenance Manual prepared by the City's consulting engineer and approved by the U. S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency and in accord with all rules, regulations and requirements of such governmental bodies having jurisdiction.

11. The City agrees to indemnify the Village against and save it harmless from all loss and damage (including damage to personal property) arising from anything done by or negligence of the City, the officers, agents or employees of the City while engaged in the performance of this agreement or arising out of the performance of this agreement, or any injury (provided the same is not caused by act of the Village, its agents or servants or anyone employed by the Village other than the City) to any officer, agent or employee while engaged in the performance of this agreement.

The Village agrees to indemnify the City against and save it harmless from all loss and damage (including damage to

personal property) arising from anything done by or negligence of the Village, the officers, agents or employees of the Village while engaged in the performance of this agreement or arising out of the performance of this agreement, or any injury (provided the same is not caused by act of the City, its agents or servants or anyone employed by the City other than the Village) to any officer, agent or employee while engaged in the performance of this agreement.

12. The rates for sewage service which will be charged the inhabitants of the Village shall be those set by the Village and shall be sufficient to pay the operational cost of the system and the pro-rata cost of operation of the wastewater treatment plant as hereinafter set out. Such rates are to be sufficient to maintain sufficient reserves in addition to payment of the operational costs as may be required or, in the exercise of prudence, made necessary and approved by the Farmers Home Administration, purchasers and owners of the general obligation bonds authorized by the Village for this project.

13. In Consideration for the operation as aforesaid of the wastewater collection and transmission facility and system, the City shall receive and retain the following from the Village:

(a) The cost for maintenance, administration and operation of the Village wastewater collection and transmission facility.

(b) Pro-rata cost for maintenance and operation of the wastewater transmission plant based upon the gallonage contributed by the wastewater transmission and collection facility of the Village to the wastewater treatment plant.

(c) Twenty per cent (20%) above the costs as set forth in sub-paragraphs (a) and (b).



(d) The cost of electrical consumption used by the two (2) lift stations of the Village.

The Village will set the sewer rates by ordinance and any amount over and above sub-paragraphs (a), (b), (c) and (d) as aforesaid shall be paid to the Village quarterly, during the months of March, June, September and December of each calendar year while these provisions are in effect. The City will maintain financial records of sewer charges as set forth in this paragraph and the Village and the Farmers Home Administration may at all reasonable times inspect such records.

14. The Village will maintain their sewer charges at a level of at least as high as that required by sub-paragraphs (a), (b), (c) and (d) of Paragraph 13.

15. This agreement shall be effective for twenty (20) years. However, there may be an annual review of the results of this agreement and this agreement may be changed by mutual assent of the parties hereto.

16. If any section, paragraph, subdivision, clause, phrase, or provision of this agreement shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this agreement as a whole or any part or provision other than the part so decided to be invalid or unconstitutional.

17. Any controversies which shall arise between the parties hereto regarding the rights, duties or liabilities hereunder by either party shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise by three disinterested arbitrators, one named by the Village and one by the City and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of New Mexico.

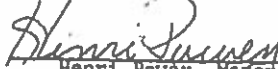
The expense of arbitration proceedings conducted hereunder shall be borne equally by each party. The parties shall be bound by the decision of the arbitrator or arbitrators.

18. No action whatsoever shall be taken by the City which will encumber or alienate any of the property constituting any part or all of the Village wastewater collection or transmission facility or any of the extensions or betterments thereof, in any manner or to any extent as might reduce the security provided for payment of General Obligation Bonds purchased from the Village by the Farmers Home Administration.

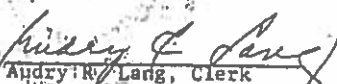
19. This agreement will be binding on the successors, assigns and legal representatives of the parties hereto.

WITNESS our hands and seals this day.

VILLAGE OF WILLIAMSBURG

  
Henri Powey, Mayor

ATTEST:

  
Audrey R. Lang, Clerk

CITY OF TRUTH OR CONSEQUENCES

  
James V. Mims, Mayor

ATTEST:

  
Evelyn B. Renfro, Clerk

STATE OF NEW MEXICO }  
COUNTY OF SIERRA } ss

11/7 The foregoing instrument was acknowledged before me this day of June, 1975, by Henri Powey, Mayor of the Village of Williamsburg, New Mexico, a municipal corporation, on

behalf of said corporation.

My Commission expires:

12-17-78

*John J. [Signature]*  
Notary Public

STATE OF NEW MEXICO     }  
                                  } ss  
COUNTY OF SERRA         )

The foregoing instrument was acknowledged before me this 24 day of June, 1975, by James V. Blus, Mayor of the City of Truth or Consequences, New Mexico, a municipal corporation, on behalf of said corporation.

*[Signature]*  
Notary Public

My Commission expires:

*John J. [Signature]*

AGREEMENT

THE VILLAGE OF WILLIAMSBURG AND THE CITY OF TRUTH OR CONSEQUENCES

DATED JUNE 11, 1975

FIRST AMENDMENT

AGREEMENT entered into on the 11th day of June, 1975, between the Village of Williamsburg and the City of Truth or Consequences, New Mexico, relating to administration, operation, and maintenance of the Williamsburg wastewater collection and transmission facility, and the treatment of sewage emanating therefrom, by the City of Truth or Consequences, is hereby amended as follows:

1. Under this Agreement:

a. The Village of Williamsburg will retain sole ownership of the Williamsburg wastewater collection and transmission facility; and

b. The City of Truth or Consequences will retain sole ownership of the City sewer treatment facilities; and

c. No property will be acquired jointly by parties to this agreement; property purchased by either the Village or the City will be owned solely by the purchaser thereof.

2. The City of Truth or Consequences, after being advised by the Village of Williamsburg of rates for sewage service which will be charged the inhabitants of the Village, will bill directly Village inhabitants for such sewage charges each month and will be responsible for collection thereof except as noted below. Said bills shall become due and delinquent on the tenth day of the month next succeeding the month in which the service was furnished, and if bills be not paid within thirty days after becoming due, service shall be shut off from the delinquent property and restored only upon payment of the delinquent amounts plus the cost of restoration. If delinquent amounts are not then paid, the Village will be so informed by the City, and the Village shall file notice of lien on the delinquent property. Such liens shall be enforced as provided by Chapter 300, Laws of New Mexico, 1965, and all other laws thereto enabling. Upon collection of amounts due from delinquent property, said amounts shall be paid by the Village to the City of Truth or Consequences.

WITNESS our hands and seals this 14th day of October, 1975.

VILLAGE OF WILLIAMSBURG

ATTEST:

Audrey R. Lang  
AUDREY R. LANG, Clerk

Henri Powey  
HENRI POWEY, Mayor

CITY OF TRUTH OR CONSEQUENCES

ATTEST:

Robert H. Lang

James V. Mims  
JAMES V. MIMS, Mayor

APPROVED  
STATE BOARD OF FINANCE

JUN 18 1975

VINCENT J. MONTONA

Vincent J. Montona

AGREEMENT

THE VILLAGE OF WILLIAMSBURG AND THE CITY OF TRUTH OR CONSEQUENCES

DATED JUNE 11, 1975

FIRST AMENDMENT

AGREEMENT entered into on the 11th day of June, 1975, between the Village of Williamsburg and the City of Truth or Consequences, New Mexico, relating to administration, operation, and maintenance of the Williamsburg wastewater collection and transmission facility, and the treatment of sewage emanating therefrom, by the City of Truth or Consequences, is hereby amended as follows:

1. Under this Agreement:

a. The Village of Williamsburg will retain sole ownership of the Williamsburg wastewater collection and transmission facility; and

b. The City of Truth or Consequences will retain sole ownership of the City sewer treatment facilities; and

c. No property will be acquired jointly by parties to this agreement; property purchased by either the Village or the City will be owned solely by the purchaser thereof.

2. The City of Truth or Consequences, after being advised by the Village of Williamsburg of rates for sewage service which will be charged the inhabitants of the Village, will bill directly Village inhabitants for such sewage charges each month and will be responsible for collection thereof except as noted below. Said bills shall become due and delinquent on the tenth day of the month next succeeding the month in which the service was furnished, and if bills be not paid within thirty days after becoming due, service shall be shut off from the delinquent property and restored only upon payment of the delinquent amounts plus the cost of restoration. If delinquent amounts are not then paid, the Village will be so informed by the City, and the Village shall file notice of lien on the delinquent property. Such liens shall be enforced as provided by Chapter 300, Laws of New Mexico, 1965, and all other laws thereto enabling. Upon collection of amounts due from delinquent property, said amounts shall be paid by the Village to the City of Truth or Consequences.

WITNESS our hands and seals this 24 day of October,

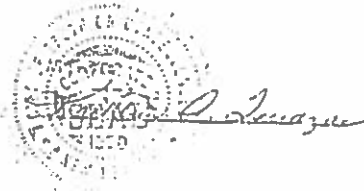


Andrey E. Lang  
Mayor

VILLAGE OF WILLIAMSBURG

Henri P. Paine  
Mayor

CITY OF TRUTH OR CONSEQUENCES



James V. Morris  
Mayor

AGREEMENT

THE VILLAGE OF WILLIAMSBURG  
AND  
THE CITY OF TRUTH OR CONSEQUENCES  
DATED JUNE 11, 1975

SECOND AMENDMENT

AGREEMENT entered into on the 11th day of June, 1975, between the Village of Williamsburg and the City of Truth or Consequences, New Mexico, relating to administration, operation and maintenance of the Williamsburg wastewater collection and transmission facility, and to the treatment of sewage emanating therefrom, by the City of Truth or Consequences, is hereby amended as follows:

Under this Agreement, charges by the City of Truth or Consequences to the Village of Williamsburg for treatment of wastewater shall be proportionate to the quantity of wastewater treated as contributed by each party to the Agreement.

WITNESS our hands and seals this 10th day of May, 1976.

VILLAGE OF WILLIAMSBURG

Henri Powey  
HENRI POWEY, Mayor

ATTEST:

Audrey R. Lang  
Audrey R. Lang, Clerk

CITY OF TRUTH OR CONSEQUENCES

Bobby Allen  
BOBBY ALLEN, Mayor

ATTEST:

Evelyn Renfro  
Evelyn Renfro, Clerk

STATE OF NEW MEXICO

MAY 21 1976

John F. Aguirre  
John F. Aguirre

*6/2/78*

SUPPLEMENTAL AGREEMENT

THE VILLAGE OF WILLIAMSBURG

AND

THE CITY OF TRUTH OR CONSEQUENCES

THIRD AMENDMENT

This supplemental agreement entered into the 23rd day of September, 1978, between the Village of Williamsburg and the City of Truth or Consequences, New Mexico amending that certain agreement dated June 11, 1975, relating to administration, operation and maintenance of the Williamsburg Wastewater Collection and Transmission Facility, and to the treatment of sewage emanating therefrom, by the City of Truth or Consequences.

W I T N E S S E T H:-

1. It is mutually agreed that Article Nine (9) of said agreement is amended by deleting the present language and substituting therefor the following:

Any maintenance or repair work contracted by the Village to the City shall be in accordance with the Operations and Maintenance Manual prepared by the Village's consulting engineer and approved by the U. S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency as well as in accord with all rules, regulations and requirements of governmental bodies having jurisdiction.

2. Article twelve (12) of said agreement is amended by the addition of the following subsections:

A. The Village shall pay the City monthly for all maintenance repairs, replacements and extensions performed by the City and the Village shall, in addition, pay its share of the operation of the Wastewater Treatment Plant, based on the pro-rata gallonage of the wastewater introduced into the plant by the Village as aforesaid. Village further agrees to pay the cost of electrical and water consumption used by the two lift stations of the Village.

B. Pro-rata cost for maintenance, operation, depreciation, and administration of the Wastewater Treatment Plant shall be computed on the gallonage contributed by the wastewater collection facility of the Village to the Wastewater Treatment Plant. Any amount of waste-

water introduced into the Village wastewater collection and transmission system by the City shall be deducted from the amount introduced into the sewer treatment plant by the Village.

C. The City shall bill and collect the sewer service charge from the residents of Williamsburg for the use of the Village wastewater and transmission system. Billing charges and Village pro-rata sewer treatment charges shall be agreed upon by the parties and reviewed annually during their budget hearings. The Finance Director of the City shall be notified of any Village sewer rate change by copy of Village resolution approved by the governing body.

D. By the 15th of each month the City shall forward to the Village all monies collected from the residents of the Village for the previous month for the use of the wastewater collection and transmission system.

3. Paragraphs thirteen (13) and fourteen (14) of the agreement dated June 11, 1975, are hereby rescinded.

4. Article seventeen (17) of said agreement is hereby amended to read as follows:

Any controversies arising from this agreement or any interpretation of any article or section of this agreement shall be settled as follows:

(a) Respective officials of the Village and the City shall hold a joint meeting to settle the problem to the mutual satisfaction of the City and the Village.

(b) If no agreement is reached between the parties hereto regarding the rights, duties or liabilities hereunder by either party, the controversy shall be submitted to one disinterested arbitrator, if one can be agreed upon; otherwise to three disinterested arbitrators, one named by the Village and one by the City and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of New Mexico.



(c) Expenses of arbitration proceedings conducted hereunder shall be borne equally by each party. The parties shall be bound by the decision of the arbitrator or arbitrators.

WITNESS OUR hands and seals the day and year first above written.

ATTEST:

BY: Arthur R. Lauder  
ARTHUR R. LAUDER, Clerk

VILLAGE OF WILLIAMSBURG

BY: Henri Power  
HENRI POWER - Mayor

ATTEST:

BY: Evelyn Renfro  
EVELYN RENFRO, Clerk

CITY OF TRUTH OR CONSEQUENCES

BY: Ted Laubacher  
TED LAUBACHER - Mayor

May 8, 1978

RESOLUTION #26-78:

The following Resolution was presented for the Commission's review and approval:

RESOLUTION 26-78

WHEREAS, the City Commission of the City of Truth or Consequences, New Mexico, meeting in regular session, on May 8, 1978, did propose to make a certain Permanent Cash Transfer and Budget Increase; and

WHEREAS, the City Commission asks that authorization for the following Permanent Cash Transfer and Budget Increase be granted:

BUDGET INCREASE - Cemetery Fund

PERMANENT CASH TRANSFER:

Revenues: Permanent Cash Transfer from General Fund  
\$2,500.00

Expenditures: Operating Expense \$2,500.00

and

WHEREAS, the reason for the above transfer and increase is:

Operating Expenses exceeding budget estimate due to increase in costs of burial preparation. Revenues slightly lower due to mild winter.

NOW, THEREFORE, it is respectfully requested that authorization to make the above transfer and increase be granted by the Local Government Division of the Department of Finance and Administration.

DONE at the City of Truth or Consequences, New Mexico, this 8th day of May, A. D., 1978.

Mayor Laubacher entertained a motion that Resolution No. 26-78 be approved as presented.

Moved by Commissioner Osburn  
Seconded by Commissioner Baird  
Motion carried unanimously.

AGREEMENT - CITY &  
VILLAGE - SEWER:

The following amendment to the agreement between the City of Truth or Consequences and the Village of Williamsburg, pertaining to the Wastewater Treatment Facilities, was submitted for review:

AGREEMENT entered into on the 11th day of June, 1975, between the Village of Williamsburg and the City of Truth or Consequences, New Mexico, relating to administration, operation and maintenance of the Williamsburg Wastewater Collection and Transmission Facility, and to the treatment of sewage emanating therefrom, by the City of Truth or Consequences, is hereby amended as follows:

Articles Twelve (12) and Seventeen (17) are revised, and Articles Thirteen (13) and Fourteen (14) are rescinded from the aforesaid Agreement.

Article 12. A. Sewer rates have been established in Village Ordinance No. 57. The rate per single sewer connection is \$4.50 a month, which covers the first 5,000 gallons of water used. Thereafter, there is an additional charge of \$.07 (seven cents) a thousand gallons of water used or portion thereof over 5,000 gallons of water. For residents having their own domestic water sully, the monthly rate is \$6.00 a month.

B. Sewer rates were determined after estimating administrative costs, cost of routine maintenance, repairs, depreciation, the creation of a \$2,000.00 sinking fund and the pro-rata cost of treating the Village wastewater.

C. The sewer rate charges shall be reviewed from time to time to ensure that the wastewater collection system is self-supporting and to comply with the regulations of the New Mexico Environmental Improvement Agency, the United States Environmental Protection Agency, and with the Farmers Home Administration of the U.S. Dept. of Agriculture, purchaser of the Village General Obligation Sewer Bonds.

D. Pro-rata cost for maintenance, operation, depreciation and administration of the Wastewater Treatment Plant shall be computed on the gallonage contributed by the wastewater collection facility of the Village to the Wastewater Treatment Plant. (see paragraph 12.K)

E. Maintenance, repairs, replacements and extensions of the Village wastewater collection and transmission system shall be performed under the following terms and conditions.

(1) Maintenance and repair of the wastewater collection and transmission system shall be in accordance with the maintenance manual furnished by the project engineer.

(2) All major maintenance and repairs to the Village wastewater collection and transmission system other than routine and scheduled maintenance and maintenance in accordance with the maintenance manual must be authorized by the Village Mayor. Any extension of the main laterals or sublaterals must be authorized by the Mayor and the Board of Trustees. The Village may then request the City to make such extensions or may hire a contractor, but there shall be no obligation on the part of the City to make such extensions in the absence of a separate agreement as to price, specifications and related matters.

(3) In all cases maintenance and repairs shall be supported by a City "work order" listing labor, materials and equipment used at the prevailing rates at the time the work is done.

(4) It is mutually understood and agreed that the Village will pay all costs of keeping its system fully operational and shall establish sufficient reserves so that prompt payment for major repairs and replacements can be made to the City. Notwithstanding any other provision of this Agreement, the City shall not be obligated to perform any maintenance, repairs or replacements unless Village is capable of and agrees to reimburse and pay the City therefore within 30 days of the completion date or such other time as agreed upon by resolution of the parties.

F. The City shall bill and collect the sewer service charge from the residents of Williamsburg for the use of the Village

wastewater and transmission system in accordance with Section 12, Article A, of this Agreement. (reference Village Ordinance No. 57.)

G. By the 15th of the following month the City shall forward to the Village all monies collected from the residents of the Village for the previous month for the use of the wastewater collection and transmission system.

H. The Village shall pay the City monthly for all maintenance, repairs, replacements and extensions performed by the City and the Village, shall, in addition, pay its share of the operation of the Wastewater Treatment Plant, based on the pro-rata gallonage of the wastewater introduced into the plant by the Village.

I. The Village shall pay the City (utility department) the sum of \$0.20 (twenty cents) for each bill a month to cover the administrative, billing, mailing and collecting costs of the sewer charge for each Village resident using the Village Wastewater and Collection System.

J. The pro-rata cost for treating waste water introduced into the City sewer treatment plant from the Village of Williamsburg wastewater and transmission system shall be \$.35 (thirty-five cents) per one thousand gallons of waste water. This cost is subject to review and change as actual cost data becomes available from the operation of the City sewer treatment plant.

K. Any amount of wastewater introduced into the Village wastewater collection and transmission system by the City shall be deducted from the amount introduced into the sewer treatment plant by the Village.

Article 17. In differences arising from this Agreement, or any interpretation of any article or section of this Agreement, the issue shall be settled in the following manner:

(1) Respective officials of the Village and the City shall hold a joint meeting to settle the problem to the mutual satisfaction of the City and the Village.

(2) If no agreement is reached between the parties hereto regarding the right, duties or liabilities hereunder by either party, the controversy shall be before one disinterested arbitrator, if one can be agreed upon; otherwise by three disinterested arbitrators, one named by the Village and one by the City and one by the two, thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of New Mexico.

(3) Expense of arbitration proceedings conducted hereunder shall be borne equally by each party. The parties shall be bound by the decision of the arbitrator or arbitrators."

City Attorney Barry Stout at this time proceeded to explain and point out the changes which were contained in this amendment.

Mayor Laubacher entertained a motion that the Third Amendment to the Agreement between the City of Truth or Consequences and the Village of Williamsburg, regarding the Wastewater Treatment Facilities, be approved and submitted to Mayor Powey for the Village's approval.

Moved by Commissioner Osburn  
Seconded by Commissioner Sanchez  
Motion carried unanimously.

STATEMENT - BARRY STOUT:

A statement from City Attorney Barry Stout in the sum of \$638.89, for legal services for the month of April, was submitted for approval.

"Commissioner Baird moved that Mr. Stout's statement be approved for payment, in the sum of \$638.89, and that Mr. Stout be complimented for the wonderful job which he is doing."

Seconded by Commissioner Sanchez  
Motion carried unanimously.

RESOLUTION OF RESPECT;  
RAY LOPER:

A Resolution of Respect, expressing the Commission's sympathy on the passing of Ray Loper, was presented for consideration.

"Commissioner Baird moved that the Resolution of Respect be adopted."

Seconded by Commissioner Osburn  
Motion carried unanimously.

PROCLAMATION - CITY  
CLERKS WEEK:

A Proclamation proclaiming the week of May 14 through May 20, 1978, as Municipal Clerk's Week in the City of Truth or Consequences, was read.

"Commissioner Osburn moved that the Proclamation be approved, and that the week of May 14 - May 20, 1978, be proclaimed City Clerk's Week."

Seconded by Commissioner Sanchez  
Motion carried unanimously.

PURCHASE - BREATH TESTING  
EQUIPMENT:

Chief of Police Armijo at this time approached the Commission and requested to apply for a grant which will reimburse the City 100% on the purchase of Breath Testing Equipment.

Mr. Armijo explained the grant, and stated that this equipment would be used by all the law enforcement agencies and that the testing would be done here.

Mayor Laubacher entertained a motion that the Chief of Police be authorized to apply for the Highway Safety Project Grant which will reimburse the City 100% on the purchase of the Breath Testing Equipment."

Moved by Commissioner Osburn  
Seconded by Commissioner Baird  
Motion carried unanimously.

PROCLAMATION - POLICE  
WEEK & POLICE MEMORIAL  
DAY:

Chief of Police Armijo at this time read a suggested proclamation proclaiming the week of May 14th as Police Week and proclaiming May 15th as Police Memorial Day.

Sept. 25, 1978

T. V. TRANSLATOR  
MAINTENANCE:

Mr. Drunzer, City Manager, at this time read the following memorandum from him to the Commission:

"It is recommended that Ronald Price of El Paso, Texas take over the TV Translator maintenance effective September 16, 1978 for the sum of \$343.75 per month.

In addition, the City would pay for all parts and wither party could terminate the arrangement upon giving 30 days notice in writing.

This arrangement would be temporary and Mr. Price might wish to renegotiate it after gaining some experience at the site.

City Manager Drunzer stated that he would like authorization to order any parts which are needed for the repair of Channel 13, and that he has notified Broadcast Systems, Inc. that their services have been terminated, but that he would like to purchase any parts which they have on order for the City and which can be used by the City.

Mayor Laubacher stated that he would like for the records to reflect that, he along with Mr. Price, were up at the Translator Site, and that he felt that it was a disgrace. He stated that he and Mr. Price will write a report on their findings and the condition which the translator was in, and that he hopes that the City will ask that the FCC investigate the matter, and that a demand be made of Broadcast Systems, Inc., as to why they allowed the translator to deteriorate as it has.

Mayor Laubacher entertained a motion that Mr. Price be authorized to maintain the TV Translator under the provisions read by the City Manager.

Seconded by Commissioner Garcia  
Motion carried unanimously.

Mr. Stout, City Attorney, reported to the Commission that he has checked Mr. Price's resume and that he seems to be well qualified, and has top secret clearance.

SUPPLEMENTAL AGREEMENT;  
JOINT RESOLUTION - CITY  
& WILLIAMSBURG:

The following proposed Supplemental Agreement - Third Amendment, between the City of Truth or Consequences, and the Village of Williamsburg was read:

"This supplemental agreement entered into the \_\_\_\_ day of \_\_\_\_, 1978, between the Village of Williamsburg and the City of Truth or Consequences, New Mexico amending that certain agreement dated June 11, 1975, relating to administration, operation and maintenance of the Williamsburg Wastewater Collection and Transmission Facility, and to the treatment of sewage emanating therefrom, by the City of Truth or Consequences.

WITNESSETH:

1. It is mutually agreed that Article Nine(9) of said agreement is amended by deleting the present language and substituting therefor the following:

Any maintenance or repair work contracted by the Village to the City shall be in accordance with the Operations and Maintenance Manual prepared by the Village's consulting engineer and approved by the U. S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency as well as in accord with

all rules, regulations and requirements of governmental bodies having jurisdiction.

2. Article twelve (12) of said agreement is amended by the addition of the following subsections

A. The Village shall pay the City monthly for all maintenance, repairs, replacements and extensions performed by the City and the Village shall, in addition, pay its share of the operation of the Wastewater Treatment Plant, based on the pro-rata gallonage of the wastewater introduced into the plant by the Village as aforesaid. Village further agrees to pay the cost of electrical and water consumption used by the two lift stations of the Village.

B. Pro-rata cost for maintenance, operation, depreciation, and administration of the Wastewater Treatment Plant shall be computed on the gallonage contributed by the wastewater collection facility of the Village to the Wastewater Treatment Plant. Any amount of wastewater introduced into the Village wastewater collection and transmission system by the City shall be deducted from the amount introduced into the sewer treatment plant by the Village.

C. The City shall bill and collect the sewer service charge from the residents of Williamsburg for the use of the Village wastewater and transmission system. Mailing charges and Village pro-rata sewer treatment charges shall be agreed upon by the parties and reviewed annually during their budget hearings. The Finance Director of the City shall be notified of any Village sewer rate change by copy of Village resolution approved by the Governing Body.

D. By the 15th of each month the City shall forward to the Village all monies collected from the residents of the Village for the previous month for the use of the wastewater collection and transmission system.

3. Paragraphs thirteen (13) and fourteen (14) of the agreement dated June 11, 1975, are hereby rescinded.

4. Article seventeen (17) of said agreement is hereby amended to read as follows:

Any controversies arising from this agreement or any interpretation of any article or section of this agreement shall be settled as follows:

(a) Respective officials of the Village and the City shall hold a joint meeting to settle the problem to the mutual satisfaction of the City and Village.

(b) If no agreement is reached between the parties here-to regarding the rights, duties or liabilities hereunder by either party, the controversy shall be submitted to one disinterested arbitrator, if one can be agreed upon; otherwise to three disinterested arbitrators, one named by the Village and one by the City and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of New Mexico.

(c) Expenses of arbitration proceedings conducted hereunder shall be borne equally by each party. The parties shall be bound by the decision of the arbitrator or arbitrators.

Mr. Scout explained to the Commission that the changes made were with regard to the terminology in certain of the paragraphs which the Mayor of Williamsburg did not approve of.

The Commission was also provided with a copy of the previous Agreement which the Village has not approved.

The Commission asked if this proposed agreement was in agreement with Mayor Powey, with the City Clerk reporting that she had a note from the Mayor stating that the Agreement and the Joint Resolution were excellent.

City Manager Drunzer then proceeded to read the Joint Resolution between the City and the Village:

#### JOINT RESOLUTION

WHEREAS, the City of Truth or Consequences and the Village of Williamsburg wish to provide for administrative, billing, mailing and collection costs for the Village wastewater treatment pursuant to agreement of the parties; and

WHEREAS, a joint resolution of the parties is desirable until the next budget hearings of the parties or the receipt of actual cost data from the operation of the City sewer treatment plant;

NOW, THEREFORE BE IT RESOLVED as follows:

1) The Village shall pay the City Utility Department the sum of twenty cents (\$0.20) for each bill each month to cover the administrative, billing, mailing and collection costs of the sewer charge for each Village resident using the Village wastewater and collection system.

2) The pro-rata costs for treating wastewater introduced into the City wastewater treatment plant from the Village of Williamsburg wastewater and transmission system shall be thirty-five cents (\$0.35) per one thousand gallons of wastewater. This cost is subject to review and change as aforesaid when actual cost data becomes available from the operation of the City sewer treatment plant.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

Mayor Laubacher at this time questioned if twenty cents was sufficient to cover the cost of mailing, etc., with Mr. Holmes, Finance Director, stating that it was, based on the fact that the City is doing billing on water and electricity anyway.

"Commissioner Baird moved that the Supplemental Agreement and the Joint Resolution, between the City and the Village be approved."

Seconded by Commissioner Osburn  
Motion carried unanimously.



J O I N T  
R E S O L U T I O N

WHEREAS the City of Truth or Consequences and the Village of Williamsburg wish to provide for administrative, billing, mailing, and collection costs for the Village wastewater treatment pursuant to agreement of the parties; and

WHEREAS a joint resolution of the parties is desirable until the next budget hearings of the parties or the receipt of actual cost data from the operation of the City sewer treatment plant;

NOW THEREFORE BE IT RESOLVED as follows:

1) The Village shall pay the City Utility Department the sum of twenty cents (\$.20) for each bill each month to cover the administrative, billing, mailing and collection costs of the sewer charge for each Village resident using the Village wastewater and collection system.

2) The pro-rata costs for treating wastewater introduced into the City wastewater treatment plant from the Village of Williamsburg wastewater and transmission system shall be thirty-five cents (\$.35) per one thousand gallons of wastewater. This cost is subject to review and change as aforesaid when actual cost data becomes available from the operation of the City sewer treatment plant.

APPROVED AND ADOPTED this 22<sup>nd</sup> day of September, 1978

ATTEST:

BY: Audrey R. Lang  
AUDRY R. LANG, Clerk

VILLAGE OF WILLIAMSBURG

BY: Henri Powey  
HENRI POWEY - Mayor

ATTEST:

BY: Evelyn Romero  
EVELYN ROMERO, Clerk

CITY OF TRUTH OR CONSEQUENCES

BY: Ted Laubacher  
TED LAUBACHER - Mayor

VILLAGE OF WILLIAMSBURG  
RESOLUTION NO. 7 - 1978/79

WHEREAS, the Governing Body of the Village of Williamsburg, by Resolution No. 74, did resolve that Agreement with the City of Truth or Consequences, dated June 11, 1975, relating to sewage treatment and for administration, operation, and maintenance of the Williamsburg sewage system by the City of Truth or Consequences, was in the best interests of the Village, and was approved; and

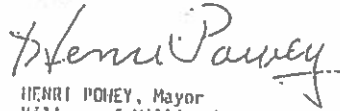
WHEREAS, Amendment 1 to said agreement was approved by Resolution No. 81 on September 22, 1975, and Amendment 2 was approved by Resolution No. 98 on May 13, 1976; and

WHEREAS, said agreement requires further amendment relating to maintenance or repair work (Article 9); payment by the Village to the City for maintenance, repairs, replacements and extensions to the Village sewage system, for its share of the operation of the City wastewater treatment plant, as well as pro-rata cost for maintenance, operation, depreciation, and administration of said plant; and billing and collection of sewer service charges from residents of Williamsburg by the City; and payment to the Village of monies thereby collected (Article 12; by deletion of Articles 13 and 14; and settlement of controversies between the City and Village, if any (Article 17); and


WHEREAS, changes noted above are in the best interests of the Village,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Williamsburg, that attached Amendment 3 to Agreement between the Village of Williamsburg and the City of Truth or Consequences, dated June 11, 1975, relating to operation, maintenance, and administration of the Williamsburg sewage system, and treatment of sewage emanating therefrom, be approved and signed by its Mayor and attested to by its Clerk.

PASSED, ADOPTED and APPROVED, this 12th day of October, 1978, at Williamsburg, Sierra County, New Mexico.

  
HENRI PONEY, Mayor  
Village of Williamsburg

ATTEST:

  
AUDRY R. LANG, Clerk



**City of Truth or Consequences**  
505 Sims Street  
Truth or Consequences, New Mexico 87901  
City (505) 894-6673 FAX (505) 894-7767

June 16, 1993

Village of Williamsburg  
P. O. Box 150  
Williamsburg, New Mexico 87942


Re: Amendment No. 4

Dear Sue:

Enclosed herewith is a duly executed copy of Amendment No. 4 relating to the Wastewater Treatment Services. Said agreement was approved by the City Commission at it's regular meeting held June 14, 1993.

Thank you.

Sincerely,

  
Evelyn B. Renfro,  
City Clerk

EBR/s

Enc.



Amendment No. 4

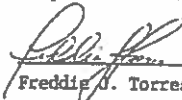
Wastewater Treatment Services  
City of Truth or Consequences and Village of Williamsburg

This Amendment entered into the 14th day of June, 1993, between the City of Truth or Consequences and the Village of Williamsburg, New Mexico amending the agreement between both parties dated June 11, 1975, Amendment #1 dated October 14, 1976, Amendment #2 dated May 10, 1976, Amendment #3 dated September 25, 1978 and Joint Resolution dated July 28, 1980 relating to the Administration, Billing, Operation and Maintenance of the Williamsburg Wastewater Collection and Transmission System, to the treatment of the wastewater flow from this system, and to the City of Truth or Consequences Wastewater Treatment Plant.

It is hereby mutually agreed by the above parties that the above Agreement, Amendments and Resolution be amended as follows.

- 1) The attached Accounting and Billing procedures supersede articles 12 and 13 of the original agreement and as amended by Amendments 1, 2, and 3

City of Truth or Consequences

  
Freddie J. Torres, Mayor

Village of Williamsburg

  
Victor E. Bertramson, Mayor

Attest:

  
Evelyn B. Renfro, City Clerk

Attest:

  
Village Clerk

Accounting and Billing Procedures  
Wastewater Treatment Services  
Dated: \_\_\_\_\_

The City of Truth or Consequences and the Village of Williamsburg who agreed to provide for the treatment of wastewater in an agreement dated 11 June 1975 hereby agree that costs incurred for providing this service shall be accounted for and billed in the following manner.

1) Sewer Rates - Village of Williamsburg

- a) The Governing Body of the Village of Williamsburg is responsible for setting the Sewer Rates charged to the residents of the Village of Williamsburg for providing sewer services.
- b) Such rates are to be sufficient to pay the costs of operating and maintaining the Village Wastewater Collection and Transmission System, the pro-rata cost of the operation and maintenance of the City of Truth or Consequences Wastewater Treatment Plant and a reserve fund as decided by the governing body of the Village.

2) Collection of Sewer Charges

- a) The City of Truth or Consequences shall collect sewer charges from the residents of the Village of Williamsburg on a monthly basis. These charges will be included with the City's regular monthly billing for electrical services. The monies collected will also include any taxes and/or franchise fees levied by the appropriate governing body.
- b) The monies collected by the City of Truth or Consequences from the residents of the Village for sewer services will be paid to the Village by the City on or before the 15th day of the month following the month that the monies were collected.

3) Charges to the Village of Williamsburg

- a) The Village agrees to pay the metered cost of electric and water services provided by the City to the Village Lift Stations.
- b) The Village agrees to pay the City the costs of any maintenance, repairs, replacements and line extensions performed on the Village Wastewater Collection and Transmission System by the City upon request of the Village.

3) Charges to the Village of Williamsburg

- c) The Village agrees to pay the City its pro-rata share of the costs of the maintenance, operation, repair and replacement of the City's Wastewater Treatment Plant. Exhibit A attached and made part of this accounting and billing procedure details the distribution of allowable costs that are subject to payment by the Village and the calculation of the percentage used to calculate the actual bill to the Village.
  - d) The Village agrees to pay the City the appropriate agreed upon billing charge for providing sewer billing services to the Village. Exhibit B attached and made part of this accounting and billing procedure specifies the rate for this charge.
  - e) The Village agrees to pay the City an Administrative Fee of \$50.00 per month for the preparation of the City's monthly bill to the Village.
- 4) The Village has the right to review amounts billed on each monthly statement upon one weeks notice to the City.

Exhibit A  
Accounting And Billing Procedures  
Wastewater Treatment Services  
Dated: \_\_\_\_\_

The costs involved in the maintenance, operation, repair, and replacement of the City's Wastewater Treatment Plant are distributed for billing to the Village in the following manner:

- 1) Full Charge - 100% Billable
  - a. Utilities
  - b. Telephone
  - c. Travel and Education (on a case by case basis)
  - d. Equipment Maintenance
  - e. Miscellaneous Expense
  - f. Property Insurance
  - g. General Liability Insurance (Plant operations only)
  - h. Engineering Fees (Plant Only)
- 2) Personnel Services - 77% Billable
  - a. Salaries and Wages
  - b. FICA
  - c. PERA
  - d. Insurance
  - e. Unemployment Contributions
  - f. Workers Compensation
- 3) Vehicles - 50% Billable
  - a. Gas and Oil
  - b. Vehicle Maintenance
  - c. Vehicle Insurance
- 4) Other Charges - 89% Billable
  - a. Chemical Supplies
  - b. Small Equipment Items
  - c. Building and Grounds Maintenance
  - d. Safety Equipment
  - e. Water and Soil Sampling

These percentages should be reviewed on a yearly basis and changed upon agreement by both parties.

The bill for treatment is calculated by multiplying the sum of the above charges by the percentage of the total effluent flow into the City's Treatment Plant from the Villages Wastewater Treatment Collection and Transmission System.

Exhibit B  
Accounting and Billing Procedures  
Wastewater Treatment Services  
Dated: \_\_\_\_\_

The Village agrees to pay the City \$.45 per customer per customer per month for providing billing services for the collection of sewer charges for the Village of Williamsburg.



WILLIAMSBURG WASTEWATER  
TREATMENT SERVICE BILLING

MONTH \_\_\_\_\_

I. FULL CHARGE--100% BILLABLE

A) UTILITIES \_\_\_\_\_  
B) TELEPHONE \_\_\_\_\_  
C) TRAVEL & EDUCATION \_\_\_\_\_  
D) EQUIPMENT MAINTENANCE \_\_\_\_\_  
E) MISCELLANEOUS EXPENSE \_\_\_\_\_  
F) PROPERTY INSURANCE \_\_\_\_\_  
G) PLANT GEN. LIAB. INSURANCE \_\_\_\_\_  
H) PLANT ENGINEERING FEES \_\_\_\_\_

\*\* SUB - TOTAL \*\* \_\_\_\_\_ X 1.00 = \_\_\_\_\_

II. PERSONNEL SERVICES--77% BILLABLE

A) SALARIES & WAGES \_\_\_\_\_  
B) FICA \_\_\_\_\_  
C) PERA \_\_\_\_\_  
D) INSURANCE \_\_\_\_\_  
E) UNEMPLOYMENT \_\_\_\_\_  
F) WORKER'S COMP \_\_\_\_\_

\*\* SUB - TOTAL \*\* \_\_\_\_\_ X .77 = \_\_\_\_\_

III. VEHICLES--50% BILLABLE

A) GAS & OIL \_\_\_\_\_  
B) VEHICLE MAINTENANCE \_\_\_\_\_  
C) VEHICLE INSURANCE \_\_\_\_\_

\*\* SUB - TOTAL \*\* \_\_\_\_\_ X .50 = \_\_\_\_\_

IV. OTHER--89% BILLABLE

A) CHEMICAL SUPPLIES \_\_\_\_\_  
B) SMALL EQUIPMENT ITEMS \_\_\_\_\_  
C) BLDG./GROUND MAINTENANCE \_\_\_\_\_  
D) SAFETY EQUIPMENT \_\_\_\_\_  
E) WATER & SOIL SAMPLING \_\_\_\_\_

\*\* SUB - TOTAL \*\* \_\_\_\_\_ X .89% = \_\_\_\_\_

\*\*\* BILLABLE TOTAL \*\*\*

WILLIAMSBURG WASTEWATER  
TREATMENT SERVICE BILLING

MONTH \_\_\_\_\_

WASTEWATER TREATMENT PLANT CHARGE

1) CITY INFLUENT FLOW: \_\_\_\_\_ GALLONS  
2) VILLAGE INFLUENT FLOW: \_\_\_\_\_ GALLONS  
3) DEDUCTABLE INFLUENT FLOW: 64,000.00 GALLONS

4) TOTAL INFLUENT FLOW = CITY INFLUENT FLOW + VILLAGE INFLUENT FLOW

5) VILLAGE PERCENTAGE =  $\frac{\text{VILLAGE INFLUENT FLOW} - \text{DEDUCTABLE INFLUENT FLOW}}{\text{TOTAL INFLUENT FLOW}} \times 100 = \%$

\_\_\_\_\_  $\times 100 =$  \_\_\_\_\_ %

6) TREATMENT BILL = VILLAGE PERCENTAGE X BILLABLE TOTAL

= \_\_\_\_\_ X \_\_\_\_\_  
= \_\_\_\_\_

MONTHLY CUSTOMER BILLING CHARGE

1) SEWER CUSTOMER TOTAL = \_\_\_\_\_  
2) BILLING RATE: \$0.45 PER CUSTOMER PER MONTH  
3) BILLING BILL = SEWER CUSTOMER TOTAL X BILLING RATE  
= \_\_\_\_\_ X \$0.45  
= \_\_\_\_\_

VILLAGE MONTHLY BILL

1) MONTHLY BILL = TREATMENT BILL + BILLING BILL + ADMINISTRATIVE FEE

= \_\_\_\_\_ + \_\_\_\_\_ + \_\_\_\_\_  
= \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE BILLING FOR THE MONTH OF \_\_\_\_\_  
IS CORRECT.

\_\_\_\_\_  
SHARON L. ROBERTS  
FINANCE DIRECTOR



G.1 + H.1

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

**ITEM:**

Special Use Permit for mounting Verizon antennas on the painted water tank at the end of West 2<sup>nd</sup> Street. Applicant is Amy McKenzie, Black and Veatch.

**BACKGROUND:**

Black and Veatch has been working on behalf of Verizon to get antennas mounted on the painted water tank at the end of West 2<sup>nd</sup> Street. They have presented to the City Commission previously, and have provided the City with their proposed terms. Having now completed their environmental and historical impact studies on the site, they have submitted the special use permit for mounting the antennas.

The Special Use Permit is to approve the antennas and the project as presented. Granting the Special Use Permit would not commit the City to any lease terms at this time, the lease would still need to be reviewed by legal.

**STAFF RECOMMENDATION:**

Approve Special Use Permit

**SUPPORT INFORMATION:**

Special Use Permit application (including site design plans and an extensive project description)

*Steven L. Green  
Mayor*

*Sandra K. Whitehead  
Mayor Pro-Tem*

*Kathleen Clark  
Commissioner*



*505 Sims St.  
Truth or Consequences, New Mexico 87901  
P: 575-894-6673 ♦ F: 575-894-7767  
[www.torcnm.org](http://www.torcnm.org)*

*Rolf Hechler  
Commissioner*

*Paul Baca  
Commissioner*

*Renee Cantin  
Interim City Manager*

## **NOTICE OF PUBLIC HEARING**

**NOTICE** is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their regular scheduled Meeting on Wednesday, October 24, 2018 in the Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico to receive input regarding the following:

Discussion/Action – Request for a Special Use Permit for mounting Verizon antennas on the painted water tank at the end of West 2nd Street. Applicant is Amy McKenzie, Black and Veatch.

All interested parties are welcome to attend.

The Agenda for this meeting may be obtained on Friday, October 19, 2018 by contacting the City Clerk's Office at 575-894-6673 or by email to:  
[rcantin@torcnm.org](mailto:rcantin@torcnm.org)

/s/ Renee L. Cantin, CMC, City Clerk-Treasurer

- Published on the following date:
- o Sentinel – Friday, October 5, 2018



BUILDING/PLANNING DEPARTMENT  
Voice - (575) 894-6673 x 110 Fax - (575) 894-0363  
E-mail [Rtravis@torcnm.org](mailto:Rtravis@torcnm.org)  
505 Sims Street – Truth or Consequences, NM 87901

(Staff Use Only)  
Case No

Related Case(s)

## PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

### CHECK APPLICATION TYPE(S) REQUESTED:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot)               | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input checked="" type="checkbox"/> CUP/SUP (\$25)                  |
| <input type="checkbox"/> Master Plan Amendment (\$200)                 | <input type="checkbox"/> Appeal (\$50)                             | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000)               | <input type="checkbox"/> Variance (\$25)                           | <input type="checkbox"/> Final Plat (\$50)                          |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250)          | <input type="checkbox"/> Summary Plat (\$50)                        |
|  |  | <input type="checkbox"/> Plat Amendment (\$50)                      |

### PROJECT SUMMARY:

Project/Business Name (if any): **Verizon Wireless- NM3 Beaverville**

Project Description (add extra page(s) if needed):

**Please see attached**

Property Address/Location: **End of W. 2nd Street Truth or Consequences, New Mexico 87901**

Assessor's Parcel Number(s): **3022078190410**

Total Gross Lot Area: **about 1.1 acres**

Total Net Lot Area: \_\_\_\_\_

Existing Master Plan/Comprehensive Plan Designation: **Northwest- Medium Density Residential**

Existing Zoning Designation: **R3- High Density Residential**

Proposed Master Plan Designation (if applicable): **n/a**

Proposed Zoning Designation: **n/a**

Existing Uses and/or Structures on Site: **Water tank and existing lattice tower**

Surrounding Uses: North: **City Use**

South: **City Use/Commercial**

East: **Residential**

West: **Residential**

<b>APPLICANT/ REPRESENTATIVE Name:</b> Verizon Wireless LLC c/o Anne- Marie (Amy) McKenzie with Black & Veatch		<b>REPRESENTATIVE(S):</b> Telephone No.: 913-458-6771	
Address: 422 Live Oak Ct NE		Fax No.: n/a	
City: Albuquerque		State: New Mexico	Zip Code: 87122
Contact Person: Anne- Marie (Amy) McKenzie		E-mail Address: McKenzieAM@BV.com	
I certify under penalty of perjury that all the application information is true and correct: <i>Ampton 10/1</i> Date: 10/1/2018			
Applicant's Signature: _____			
<b>PROPERTY OWNER/ AGENT Name:</b> City of Truth or Consequences		Telephone No.: 575-894-6673 ext 330	
Address: 505 Sims Street		Fax No.: _____	
City: Truth or Consequences		State: New Mexico	Zip Code: 87091
Contact Person: _____		E-mail Address: _____	
The City will provide the applicant with hearing notices and staff reports unless another party is identified.			
Date/Time Received: _____		Receipt No(s): _____	
Received By: _____		Amount Received: \$ _____	

## PLANNING APPLICATION FORM -page 2

I, \_\_\_\_\_ am the owner of the property described in this application and hereby authorize  
Print Name  
\_\_\_\_\_ to act on my behalf on matters pertaining to this application.  
Name of applicant or representative

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_ Fax No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

ENGINEER Name: J5 Infrastructure Partners Telephone No.: 505-232-4884 Ext 131

Address: 4520 Montgomery Blvd. NE, Suite 5 Fax No.: \_\_\_\_\_

City: Albuquerque State: NM Zip Code: 87109

Contact Person: Jeff Montano E-mail Address: JMontano@J5IP.com

### APPLICANT'S AGREEMENT:

Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof.

Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

Applicants agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED:

*Amber J. J. J.*

10/1/2018

Anne- Marie (Amy) McKenzie

Applicant's Signature

Date

Name of Applicant (Print )

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## PLANNING APPLICATION FORM -page 3

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### Application Requirements for Zoning/Master Plan Projects

The application materials for a Planning Project include the following:

1. Signed Application
2. Payment of appropriate City Fees
3. Site plan (8 1/2" x 11") with dimensions
4. Authorization Letter from property owner or applicant
5. Appropriate radius map based on assessor's parcel map, three (3) sets of mailing labels of all property owners within the appropriate radius.

In applying for a Master Plan, Master Plan Amendment, Specific Plan, Zone Change the plans shall include the following:

1. Name, address, and phone number of the Applicant and Applicant's Representative
2. Assessor's Parcel Number (UPC)
3. Total Acreage
4. North Arrow
5. Vicinity Map
6. Date of Map Preparation
7. Graphic Scale
8. Existing structures such as walls, buildings, and trees
9. Existing adjoining land uses
10. Names of adjoining landowners
11. Dimensions of each lot and/or property involved in the application
12. Lands dedicated for Public Use
13. Easements

Twenty Five (25) sets of plans which are folded to a size no more than 8 1/2" x 14" and shall be stapled, collated, and bound by a rubber band.

### Application Requirements for CUP/SUP and Subdivision of Land Plan Projects

**PROJECT OVERVIEW**  
**PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY**  
**CITY OF TRUTH OR CONSEQUENCES**

**Petitioner**

Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless provides wireless telecommunication services to the public in regional markets across the United States, as well as in more than 200 destinations around the world. Verizon Wireless has the largest nationwide voice and data network with over 107 million subscribers, operating the nation's fastest and most advanced 4G network and the largest and most reliable 3G network. Verizon Wireless is licensed by the Federal Communication Commission (FCC) and regulated by the Federal Aviation Administration (FAA).

Verizon Wireless is a major provider of wireless telephone service in the State of New Mexico. Benefits of wireless telecommunications include:

- **Public Safety:** More than 70% of all 911 calls nationwide are from wireless phones per FCC on September 2017.
- **Alternative to Landline System:** 49% of all US households are served by wireless carriers only according to CTIA on March 2018. Where there is a landline phone in use, wireless serves as a back-up to the landline system. The demand for wireless data services grew 3x between 2013 and 2018 (CTIA, March 2018).
- **Lifestyle and Convenience:** Wireless telecommunications support the productive and busy lifestyles of people in the City of El Paso by increasing productivity and reducing stress. More than 75% of prospective home buyers prefer strong wireless communications (RootMetrics, June 2015).

**Statement of Necessity**

As part of its continued deployment in the State of New Mexico, Verizon Wireless engineers have identified the need for a wireless telecommunications facility to serve the City of Truth and Consequences. A preliminary network design is prepared based on many factors, including the characteristics of the community, available radio frequencies, and wireless equipment capabilities. The selected "search area" and other requirements for the site are provided to property consultants who visit the area to identify and rank potential sites. This search area represents the area in which a facility must be located to allow it to function as an integral unit in the wireless telecommunications system. Wireless telecommunication facilities are laid out in a grid pattern and the spacing, height and location of this component site are critical for the successful operation of the system. The property at End of West 2<sup>nd</sup> Ave meets the engineering criteria for the necessary site in this area.



## **Property Search**

Once the need for a wireless telecommunications facility is identified, Verizon Wireless studies the local zoning regulations to determine the most appropriate zoning districts within the search area to locate their facility. Verizon Wireless is dedicated to working with local officials to site its facilities in locations appropriate to the community. Whenever feasible, Verizon Wireless strives to acquire sites that utilize existing structures, blend with the local character, and are unobtrusive to the community. When construction of a new facility is required, sites are chosen by their proximity to compatible land uses whenever feasible. It is important to remember that wireless telecommunication facilities must be considered as part of a network, not as individual locations. Wireless Telecommunication facilities can be likened to links in a chain, one link adds to the next, making the network design larger. Once these links, or wireless telecommunication facilities, are constructed, it is difficult to adjust the network design or move individual sites.

## **Description of Property**

The subject parcel is located at the End of West 2<sup>nd</sup> Ave in the City of Truth or Consequences and is owned by the City of Truth or Consequences. The parcel is zoned High Density Residential (R-3) and is currently the site of a landmark water tank. The parcel is surrounded by property zoned Residential (R-2) to the north, Residential (R-3) to the south, east and west of the proposed facility. Verizon Wireless will collocate on a City owned water tank with antennas integrated into the decorative mural. Verizon Wireless would also be leasing a 15' x 15' ground space Southeast of the Water tank. Vehicular access will be via an existing access drive and parking area. There are no other existing tall structures which meet Verizon Wireless requirements for the necessary site in this search area.

## **Nature of Request/Zoning Analysis**

Verizon Wireless is requesting a Special Use permit for Collocating on the water tank.

Pursuant to Code of Ordinances City of Truth or Consequences, New Mexico § 11-9-4.D Verizon Wireless' proposed use requires a Special Use Permit.

The proposed ground equipment facility will have a gate entrance sign, information sign and legal notices but will be smaller than guidelines § 11-13-2.4.A.7, § 11-13-2.4.A.8 and § 11-13-2.4.A.9. The ground equipment compound will also have a 6' fence with 1' of barbed wire which is compatible with § 11-13-4.A-D.

Further, all setbacks will be complied with and no streets, rights-of-way or easements will be encroached upon. After construction, this site will provide 911 and emergency communication as well as improved wireless coverage and capacity in this section of the City of Truth or Consequences.

## **Statement of Operations**

Once the construction of the wireless telecommunications facility is complete and the telephone switching equipment is fine-tuned, visitation to the site by service personnel for routine maintenance will occur approximately once a month. The site is entirely self-monitored and connects directly to a

Verizon Wireless NM3 Beaverville  
central office where sophisticated computers alert personnel to any equipment malfunction or breach of security. The wireless telecommunications facility will be unstaffed, with no regular hours of operation and no impact to existing traffic patterns.

### **Compliance with Federal Regulations**

Verizon Wireless will comply with all applicable FCC rules governing construction requirements, technical standards, interference protection, power and height limitations, and radio frequency standards. In addition, the company will comply with all applicable FAA rules on site location and operation.

### **Response to Special Use Permit Provisions**

*Code of Ordinances City of Truth or Consequences, New Mexico, Article V- Administrative Procedures- Permits and Fees Certificates, Sec. 11-5-6. Special Use Permit.*

A special use permit may be authorized by the City Commission after hearing the recommendation of the Planning and Zoning Commission. A special use permit is required for a special land use, which is not permitted by right within the District wherein it is requested.

#### **A. Provisions for special use permit.**

1. In making a decision on a Special Use Permit, the Planning and Zoning Commission and the City Commission shall review the following factors and accord each factor the necessary weight on a case-by-case basis.

a. The increase in congestion of streets and other rights-of-way;

A wireless facility is unstaffed, and accordingly, there will be no impact to the existing traffic patterns nor will there be any traffic hazards or nuisances generated. This site will be visited on the average of once or twice a month by maintenance personnel in a station wagon or van-type vehicle, and thus, the safety and efficiency of public streets will be maintained. Access will be provided via an existing access road. Existing parking at the subject property is more than adequate for the expected infrequent maintenance visits to this site.

b. Diminishment of safety from fire, panic and other dangers;

Wireless technology provides many benefits to the communities it serves. These services include, but are not limited to, the following:

- 911 program allowing motorists to summon aid and report dangerous situations.
- Support for emergency services by providing wireless communications to paramedics, firefighters, and law enforcement agencies.
- The ability to transmit data allowing for immediate access to vital information
- A backup system to the land-line system in the event of a natural or man-made disaster.
- Immediate access to national hazard material data bases from the site of a hazardous material spill.
- Communication capabilities in remote areas, enhancing the safety of travelers by allowing immediate access to emergency assistance.
- Support for the busy lives of people in the city reducing stress and

increasing productivity.

c. Diminishment to the health and general welfare of the public;

**The proposed facility will not injure the public health, safety, morals or general welfare. Wireless technology does not interfere with any other form of communication whether public or private because they transmit on different frequencies. To the contrary, wireless technology provides vital communications in emergency situations and will be commonly used by local residents and emergency personnel to protect the general public's health, safety and welfare.**

d. Degradation of light and air for all properties in the immediate area of the proposed Permit; increases of overcrowding of land and undue concentrations of populations;

**The proposed facility will have no impact on light, air or population overcrowding.**

e. Adverse affects on provisions for transportation, water, sewer, schools, parks and other public facilities or increases in the effects of natural hazards;

**The only utilities necessary for this facility are telephone and electricity which will be provided by CenturyLink and City of Truth or Consequences. Therefore, the proposed facility will not create any additional requirements at public cost for public facilities and services. The antennas will be attached to the existing water tank in a way that is structurally sound and able to withstand natural hazards. The proposed facility will not increase the effects of natural hazards.**

f. Increases or facilitation of the unlawful use of structures, buildings or land; and

**The proposed facility will not facilitate the unlawful use of structures. The compound will be enclosed with a chain link fence. The proposed Verizon Wireless equipment compound will be locked with a key-access locking device. There are numerous alarms inside the equipment which range from security/access breach alarms to heat and equipment performance alarms. All alarms are monitored remotely 24/7 from the Verizon Wireless network operations center, which serves as the emergency point of contact for the site.**

g. Promote the use or waste of energy in the use of structures, buildings, and land.

**The proposed facility will not promote the waste of energy.**

2. Special Use Permits shall not be granted in such cases where the use will result in negative impacts, which substantially outweigh the positive impacts of the purposed use.

**Verizon Wireless is requesting a Special Use Permit to install camouflaged antennas on an existing water tank and a 15'x15' fenced equipment compound next to the tank. The antennas will be painted to match the existing mural, protecting the integrity of the local landmark. The ground equipment compound will not be visible to properties down the hill. If necessary we can build up the natural berm on the hill to create topographic screening. We collaborated with the City of Truth or Consequences and took input from the neighborhood to find a location with the least visual impact; minimizing the negative impacts.**

**The positive impacts to the City include improved wireless coverage and capacity; especially in the downtown business district. This includes E911 service for all emergency calls.**



G.2 + H.2

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

**ITEM:**

Special Use Permit for mounting antennas on the painted water tank at the end of West 2<sup>nd</sup> Street. Applicant is Sean Milks, Gravity Pad.

**BACKGROUND:**

Sean Milks recently reached out to the City with a proposition regarding the painted water tank at the end of West 2<sup>nd</sup> street. Gravity Pad would pay the City an up-front amount for a long-term lease that would allow them to manage the water tank, acting as a middle-man to oversee any antenna location on the tank. The City would receive a fixed amount monthly for any carriers located on the tank. Currently, Gravity Pad is working with AT&T, who are interested in locating on the tank.

The Special Use Permit is to approve the antennas and the project as presented. Granting the Special Use Permit would not commit the City to any lease or contract terms at this time, the terms would still need to be reviewed by legal.

**STAFF RECOMMENDATION:**

Deny Special Use Permit

**SUPPORT INFORMATION:**

Special Use Permit application (including site design plans), Proposal from Gravity Pad

*Steven L. Green*  
*Mayor*

*Sandra K. Whitehead*  
*Mayor Pro-Tem*

*Kathleen Clark*  
*Commissioner*



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

*Rolf Hechler*  
*Commissioner*

*Paul Baca*  
*Commissioner*

*Renee Cantin*  
*Interim City Manager*

## **NOTICE OF PUBLIC HEARING**

**NOTICE** is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their regular scheduled Meeting on Wednesday, October 24, 2018 in the Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico to receive input regarding the following:

Discussion/Action – Request for a Special Use Permit for mounting antennas on the painted water tank at the end of West 2nd Street. Applicant is Sean Milks, Gravity Pad.

All interested parties are welcome to attend.

The Agenda for this meeting may be obtained on Friday, October 19, 2018 by contacting the City Clerk's Office at 575-894-6673 or by email to:  
[rcantin@torcnm.org](mailto:rcantin@torcnm.org)

/s/ Renee L. Cantin, CMC, City Clerk-Treasurer

- Published on the following date:
- o Sentinel – Friday, October 5, 2018



COMMUNITY DEVELOPMENT DEPARTMENT  
Voice - (575) 894-6673 x 316 Fax - (575) 894-0363  
E-mail [sdiller@torcnm.org](mailto:sdiller@torcnm.org)  
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)  
Case No

Related Case(s)

## PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

### CHECK APPLICATION TYPE(S) REQUESTED:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot)               | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input checked="" type="checkbox"/> CUP/SUP (\$25)                  |
| <input type="checkbox"/> Master Plan Amendment (\$200)                 | <input type="checkbox"/> Appeal (\$50)                             | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000)               | <input type="checkbox"/> Variance (\$25)                           | <input type="checkbox"/> Final Plat (\$50)                          |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250)          | <input type="checkbox"/> Summary Plat (\$50)                        |
|  |  | <input type="checkbox"/> Plat Amendment (\$50)                      |

### PROJECT SUMMARY:

Project/Business Name (if any): NM L06165 Tor C water tank

Project Description (add extra page(s) if needed):

Adding Antennas painted to match water tank with related ground equipment for a telecommunications facility.

Property Address/Location: on road to Ranch

Assessor's Parcel Number(s): 780

Total Gross Lot Area: 232 sq. ft.

Total Net Lot Area: 232 sq. ft.

Existing Master Plan/Comprehensive Plan Designation: Special use

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable):

Proposed Zoning Designation:

Existing Uses and/or Structures on Site: water tank

Surrounding Uses: North: R-1

South: R-1

East: R-1

West: R-1

APPLICANT/ REPRESENTATIVE Name:		REPRESENTATIVE(S):	
Address: <u>10112 Sierra Hills Dr.</u>		Telephone No.: <u>602-330-5150</u>	
City: <u>Albuquerque</u>		Fax No.: <u></u>	
Contact Person: <u>Sean Mills</u>		State: <u>NM</u> Zip Code: <u>87114</u>	
E-mail Address: <u>Sean@the56.com</u>			
I certify under penalty of perjury that all the application information is true and correct:			
Applicant's Signature: <u>[Signature]</u>		Date: <u>10/1/18</u>	
PROPERTY OWNER/ AGENT Name: <u>City of Tor C</u>		Telephone No.: <u>575-894-0363</u>	
Address: <u>505 Sims Street</u>		Fax No.: <u></u>	
City: <u>Tor C</u>		State: <u>NM</u> Zip Code: <u>87901</u>	
Contact Person: <u>Renee</u>		E-mail Address: <u>sdiller@torcnm.org</u>	
The City will provide the applicant with hearing notices and staff reports unless another party is identified.			
Date/Time Received:		Receipt No(s):	
Received By:		Amount Received: \$	



## PLANNING APPLICATION FORM -page 2

I, City of T.O.C am the owner of the property described in this application and hereby authorize  
Print Name  
\_\_\_\_\_ to act on my behalf on matters pertaining to this application.  
Name of applicant or representative

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: Clearblue Services Telephone No.: 602-426-9500  
Address: 4814 S. 35th Street Fax No.: N/A  
City: Phoenix, AZ State: AZ Zip Code: 85040  
Contact Person: Steven Dejong E-mail Address: stevendejong@clearblueservices.com

ENGINEER Name: Steven Dejong Telephone No.: 602-426-9500  
Address: 4814 S. 35th Street Fax No.: N/A  
City: Phoenix State: AZ Zip Code: 85040  
Contact Person: Steven Dejong E-mail Address: stevendejong@clearblueservices.com

### APPLICANT'S AGREEMENT

Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

Applicants agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED:

Applicant's Signature

Date

Name of Applicant (Print)

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## PLANNING APPLICATION FORM -page 3

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### Application Requirements for Zoning/Master Plan Projects

The application materials for a Planning Project include the following:

1. Signed Application
2. Payment of appropriate City Fees
3. Site plan (8 1/2" x 11") with dimensions
4. Authorization Letter from property owner or applicant
5. Appropriate radius map based on assessor's parcel map, three (3) sets of mailing labels of all property owners within the appropriate radius.

In applying for a Master Plan, Master Plan Amendment, Specific Plan, Zone Change the plans shall include the following:

1. Name, address, and phone number of the Applicant and Applicant's Representative
2. Assessor's Parcel Number (UPC)
3. Total Acreage
4. North Arrow
5. Vicinity Map
6. Date of Map Preparation
7. Graphic Scale
8. Existing structures such as walls, buildings, and trees
9. Existing adjoining land uses
10. Names of adjoining landowners
11. Dimensions of each lot and/or property involved in the application
12. Lands dedicated for Public Use
13. Easements

Twenty Five (25) sets of plans which are folded to a size no more than 8 1/2" x 14" and shall be stapled, collated, and bound by a rubber band.

### Application Requirements for CUP/SUP and Subdivision of Land Plan Projects





# TRUTH OR NEW MEXICO CONSEQUENCES



Wireless Facility  
Build Out  
Partnership  
Proposal to  
Truth or  
Consequences, NM  
Prepared on  
September 20,  
2018

Gravity pad tower located in Corrales, NM.  
The Monopole is 85' and has 2 carriers with  
Police Radio on the top.

## GRAVITY PAD TOWERS

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6. Conclusion .....5

Contact Information:

Sean Milks  
Agent for Gravity Pad Towers  
505-239-6505  
sean@thefsg.com

Kevin Winer  
Managing Member, Gravity Pad Towers  
505-239-6505  
[towers@gravitypad.com](mailto:towers@gravitypad.com)

## Introduction



Gravity Pad is a New Mexico owned and operated company involved in the wireless industry since 2006.

Gravity Pad is a local telecommunications infrastructure provider located in Corrales, New Mexico. With a unique blend of broad industry knowledge and local familiarity, Gravity Pad targets underserved communities in order to improve access to wireless communications. Gravity Pad currently has sites in Albuquerque, Tijeras, Rio Rancho, Corrales, Zia Pueblo, Isleta Pueblo, Santo Domingo Pueblo, Rodeo, Ruidoso, Tucumcari, Ragland, Estancia and Clovis, New Mexico and has continued to grow coverage opportunities for wireless carriers and service providers.

### 1. Current Situation

We believe the challenge is to maintain the community aesthetics and still offer new technologies that enhance the quality of life. The town of Truth or Consequences is underserved by wireless communications and many of the residents are lacking access to reliable services. As new wireless devices like the iPhone, drones and Autonomous vehicles emerge, steps to support their deployment are necessary. Gravity Pad Towers understands the wireless industry and can increase opportunities for the town of Truth or Consequences to have access to the latest technological developments.

### 2. Solution

Gravity Pad Tower's will build, operate and maintain Wireless Communications facilities to offer critical infrastructure for wireless broadcasting. The towers and structures will offer superior structural capacity and engineering specifications that will accommodate multiple applications and technology implementations. All of the design, engineering and installation will be completed by Gravity Pad Towers as a turnkey solution for the town of Truth or Consequences.

#### 2.1. Assessment of Current Facilities

An engineer will prepare Radio Frequency Maps for the interested carriers and show the effects of topography and distance to the coverage objective. These maps will show the current sites and the coverage improvement from the new facility.

#### 2.2. Objectives

Gravity Pad has successfully completed twenty-five other wireless antenna sites and would like to accomplish these objectives for the town of Truth or Consequences:

- Develop and build telecommunications facilities capable of supporting multiple wireless carriers and technologies for the residents and visitors of Truth or Consequences.
- Market new locations to wireless companies and service providers to offer new services and increase revenue for the town of Truth or Consequences.

## 2.3. Partnership Approach

Gravity Pad proposes to enter into a partnership with the town of Truth of Consequences whereas Gravity Pad Towers would find optimal locations for new telecommunications facilities to be built or engineered to better serve the people of the town of Truth or Consequences, Visitors to Elephant Butte and the surrounding areas. The Partnership agreement will allow for Gravity Pad to engineer, design and develop new telecommunications facilities and have the right to use the adjacent property as well for locating equipment shelters. Gravity Pad will then be able to market and solicit other third parties and operate and maintain the site without management by the Town.



## 2.4. Benefits

The town Truth of Consequences will recognize the following benefits as a result of this project.

- New and improved wireless services to the residents and employees
- Increased income potential without incurring any additional risk
- No increase in responsibilities - All the administrative, management, maintenance and operations of the site are done by Gravity Pad
- Ability to increase internal radio or broadband communications for Public Safety and First Responders with internal radio communications equipment can be located on the facility at no cost to the Town.

## 3. Implementation & Construction Plan

The proposed Wireless Towers can be implemented upon approval by the town of Truth or Consequences. Once approved, marketing and development will be focused on top tier and local wireless providers.

### 3.1. Construction

Project Management will occur locally by construction personal with experience in building wireless sites in NM. Materials storage and construction equipment will be on-site within a secured temporary use area. All applicable engineering standards and local building codes will be followed.

### 3.2. Resources

Sean Milks – President of Flagship Group. Flagship currently has development relationships with AT&T, T-Mobile, Sprint and Verizon. Sean has leased, zoned, permitted and built over 500 wireless antenna sites in the Southwestern United States.

Kevin Winner, MBA – President of Winner Management. Winner Management provides property management for residential and commercial real estate as well as wireless antenna sites in New Mexico and Arizona. All tax reporting, record keeping and insurance requirements are managed by Kevin as well as site upkeep and maintenance.

### 3.3. Qualifications

Gravity Pad has developed and operates existing wireless sites in Albuquerque, Tijeras, Rio Rancho, Corrales, Zia Pueblo, Isleta Pueblo, Santo Domingo Pueblo, Rodeo, Ruidoso, Tucumcari, Ragland, Estancia and Clovis, New Mexico Gravity Pad is currently attempting to develop sites in Mesa Del Sol, Quail Ranch and Los Ranchos, Tanoan and with other New Mexico Pueblos.

## 4. Costs and Revenues

Best of all, all costs associated with the new Wireless Towers will be financed and paid by Gravity Pad. The Town will not incur any new costs and the revenue generated from the leases with wireless carriers will be shared by Truth or Consequences and Gravity Pad Towers.

Revenue Schedule for single site	Town of T or C	Town of T or C/ annual	Capital Purchase of Water Tank	Cumulative Annual Payments
Up Front Payment	—	—	\$30,000	
First Carrier	\$500/Mo	\$6,000	—	\$ 6,000
Second Carrier	\$500/Mo	\$6,000	—	\$12,000
Third Carrier	\$500/Mo	\$6,000	—	\$18,000
Fourth Carrier	\$500/Mo	\$6,000	—	\$24,000
Fifth Carrier	\$500/Mo	\$6,000	—	\$30,000

Table 1. Revenue Sharing Requirement. Shows the financial benefits for one wireless site with up to five carriers.



## 5. Site Design

For each new Telecommunications site, a  $\frac{1}{4}$  acre lease area (100'x100') would be required. This lease area would be designed to accommodate up to Six (6) wireless carriers with a 20'x40' lease area per carrier, plus a 20'x20' area for the tower itself. Along with the 100'x100' area, Gravity Pad Towers would also need dedicated easements for access and utilities to the site.

The bottom line – Truth or Consequences gets advanced technologies and a new revenue stream without incurring any additional expense.

## 6. Conclusion

This proposed partnership between Truth or Consequences and Gravity Pad Towers offers a unique opportunity to bring advanced wireless technologies along with a new revenue stream to the Town.



## CITY OF TRUTH OR CONSEQUENCES

### COMMISSION ACTION FORM

#### ITEM: DISCUSSION/ACTION

TO ACCEPT AND APPROVE RESOLUTION NO.17 18/19 AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND FOR A COMPLETE T OR C MUNICIPAL WATER SYSTEM IMPROVEMENTS PLAN

#### BACKGROUND:

This resolution will authorize the application to the New Mexico Finance Authority (NMFA) for Colonias Infrastructure Fund for infrastructure finance assistance from the 2019 funding cycle. This is a required step in the application process.

If accepted and approved, the funding will be a grant and loan with a local cash match. The loan portion will be 10% and the local cash match will be 10%.

#### SUPPORT INFORMATION:

- Resolution 17 18/19

#### STAFF RECOMMENDATION

To accept and approve Resolution No. 17 18/19 Authorizing Submission of a Colonias Infrastructure Application for a Complete T or C Municipal Water System Improvements Plan

Name of Drafter: Traci Burnette	Department: Community Development	Meeting date: 10-24-18
E-mail: <a href="mailto:tburnett@torcnm.org">tburnett@torcnm.org</a>	Phone: 575-894-6673 ext. 353	Presenter: Traci Burnette





**RESOLUTION NO. 17-18/19**

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED  
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO  
THE NEW MEXICO FINANCE AUTHORITY FOR THE  
COLONIAS INFRASTRUCTURE FUND FOR A COMPLETE T OR C MUNICIPAL WATER  
SYSTEM IMPROVEMENTS PLAN**

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

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

WHEREAS, the City intends to obtain a Complete T or C Municipal Water System Improvements Plan to provide a detailed evaluation of the entire existing Municipal Water System, analyzing several alternatives for improving and/or replacing certain components of the system for the benefit of the City and its citizens; and

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

**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES;**

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

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

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

**PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

ATTEST:

\_\_\_\_\_  
Angela Torres,  
Acting City Clerk

\_\_\_\_\_  
Steve Green, Mayor



H.4

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

**ITEM:**

**Resolution No. 18 18/19, Budget Adjustments transferred, as listed below**

**BACKGROUND:**

**Reconciling Budget Adjustments needed for pending year-end transactions**

**STAFF RECOMMENDATION:**

Description	Amount	Recommendation
PD Confidential– Expense Fund 297 297-2203-45607	\$4,360	Increase Expense – Radio Purchase for PD
CDBG– Transfer Out Fund 314 314-8603-49930	\$326,341.45	Transfer Out - From Ending Cash Balance – CDBG Manhole Project Completed – Returning Funds to original source
Water– Transfer In Fund 504 504-3803-39935	\$276,341.45	Increase Transfer In - Reimburse From CDBG – Manhole Project
Water – Expense Fund 504 504-3803-80810	\$160,000	Increase Capital Equipment - Well 8 Project
Waste Water – Transfer In Fund 506 506-4005-39935	\$50,000	Increase Transfer In- Ending Cash Balance - Reimburse From CDBG Manhole Project

**SUPPORT INFORMATION:**

Finance Documents as presented.

Submitted by: Melissa Torres,, Finance Director	Department: Finance	Meeting date: 10/24/2018
---	---------------------	--------------------------





## **RESOLUTION NO. 18-18/19**

### **A RESOLUTION REQUESTING BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2018-2019.**

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

**WHEREAS**, the City Commission resolve to request a budget adjustment in the 2018-2019 Fiscal Year Revenue and Expenditure Budget as per the Schedule of Budget Adjustments.

**NOW THEREFORE**, approval of the above is hereby requested of the New Mexico Department of Finance and Administration, Local Government Division.

**PASSED, ADOPTED AND APPROVED** this 24<sup>th</sup> day of October, 2018.

---

Steven Green, Mayor

ATTEST:

---

Angela A. Torres, CMC, Acting City Clerk

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

REVISÉ 12/08/06

ENTITY NAME:	<u>City of Truth or Consequences</u>
FISCAL YEAR:	<u>2018 / 2019</u>
DFA Resolution Number:	<u>18 18/19</u>

For Local Government Division use only:

[illegible]

**ATTEST:**

**Angela A. Torres, Acting City Clerk**

(Date)

**Steve Green, Mayor**

(Date)



I.1

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

**ITEM: DISCUSSION/ACTION:**

**IDENTIFY AND APPROVE SPECIFIC STREETS FOR IMPROVEMENTS USING ALLOCATED FUNDS**

**BACKGROUND:**

The Streets Department has identified sections of streets and sidewalks along McAdoo, Sims and Daniels Streets specifically between Foch Street and Clancy Street that are in need of improvements. Sidewalks have been completed along the McAdoo portion, and a Geotechnical Investigation and Topographic Survey has been completed in reference to these areas. Streets has also identified a section of street attached to a previous LGRF project also in need of improvements. The City has received some funding assistance to be used towards downtown City Streets improvements from Capital Appropriations and Donation.

**SUPPORT INFORMATION:**

- Preliminary Cost Estimates

**STAFF RECOMMENDATION:**

To proceed forward with improvements to the Street identified and approved by the Commission using funds as identified and approved by the Commission.

Name of Presenter: Traci Burnette/Benny Fuentes	Community Development/Streets	Meeting date 10/24/2018
	Phone: 575-894-6673 ext. 353	

## PRELIMINARY ESTIMATE OF COSTS AND QUANTITIES

**ENTITY:** City of Truth or Consequences

**TERMINI:** McAdoo from Daniels St to Clancy St

## SCOPE OF

WORK: 5 foot sidewalk, curb and gutter on north side of McAdoo from Daniels to Clancy, ADA at Clancy, base course and new 2 inch matt of 3/4 inch asphalt for around 460 FT.

[illegible]

## PRELIMINARY ESTIMATE OF COSTS AND QUANTITIES

**ENTITY:** City of Truth or Consequences

**TERMINI: McAdoo from Foch St to Daniels St**

## SCOPE OF

WORK: 5 foot sidewalk, curb and gutter on north side of McAdoo, including 40 feet around the corner on Foch St, base course and new 2 inch matt of 3/4 inch asphalt for around 325 FT.

[illegible]

## PRELIMINARY ESTIMATE OF COSTS AND QUANTITIES

**ENTITY:** City of Truth or Consequences

**TERMINI:** Sims St from Foch to Daniels

## SCOPE OF

**WORK:** 5 foot sidewalk across Sims and ADA at southwest corner of Foch and Sims,  
new 2 inch matt of 3/4 inch asphalt for around 340 FT.

[illegible]

## PRELIMINARY ESTIMATE OF COSTS AND QUANTITIES

**ENTITY:** City of Truth or Consequences

**TERMINI:** Daniels St from McAdoo to Sims

## SCOPE OF

**WORK:** 5 foot sidewalk, curb and gutter on west side of Daniels St from McAdoo to Sims, install ADA at southeast corner of Daniels and Sims. Base course and new 2 inch matt of 3/4 inch asphalt for around 149 FT.

[illegible]

## PRELIMINARY ESTIMATE OF COSTS AND QUANTITIES

**ENTITY:** City of Truth or Consequences

**TERMINI:** Sims Street from Clancy to Daniels

## SCOPE OF

**WORK:** replace asphalt and base course for 460 ft on Sims Street from the east side of clancy to the east side of Daniels curb and gutter on the South side of Sims from the drive thru at Bank of The Southwest from West to East Clancy for about 260ft.

[illegible]



**ENTITY:** City of Truth or Consequences

## SCOPE OF

[illegible]

## PRELIMINARY ESTIMATE OF COSTS AND QUANTITIES

**ENTITY:** City of Truth or Consequences

**TERMINI:** \_\_\_\_\_

## SCOPE OF

**WORK: Cost for doing one block of Chip seal/Sandwich seal** \_\_\_\_\_

[illegible]



I.2

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

**ITEM:** Final approval of the Tower Lease Agreements and rental fees for KOB, KASA, and KRQE.

**BACKGROUND:** The most recent Agreement for the Tower and Equipment Lease for KOB, KASA, and KRQE was executed on March 13, 2002 and expired January 12, 2012.

- The City of Truth or Consequences leases out a tower located at Mud Mountain, which is the antenna site for Television Translator Station K51BQ.
- Rental fees have been discussed and are awaiting final approval.

**STAFF RECOMMENDATION:** Staff recommends the approval of the final draft Agreement for KOB, KASA, and KRQE for the Tower Lease Agreements as well as the rental fees that have been suggested, please see attached documents.

**SUPPORT INFORMATION:** Final Draft Agreement for the Tower Lease Agreements.

Name of Presenter: Bo Easley	Department: Electric	Meeting date: 10/24/2018
E-mail(s): <a href="mailto:beasley@torcnm.org">beasley@torcnm.org</a>	Phone: 894-6673 ext. 372	

## **AGREEMENT FOR TOWER LEASE**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the **CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO** (“**Lessor**”), and **KOB-TV, LLC** (“**Lessee**”).

**WHEREAS**, Lessor holds the right to use and occupy a site on Mud Mountain, Sierra County, New Mexico, under the terms of a \_\_\_\_\_ between \_\_\_\_\_ and the Lessor (the “**Land**”).

**WHEREAS**, Lessor is the owner of a tower located on the Land, which is the antenna site for Lessee’s Television Translator Station K29LC-D (the “**Station**”) and is suitable for the mounting and supporting of additional antennas (the “**Tower**”);

**WHEREAS**, Lessor is the owner of a building located on the foregoing real property which is used to house the transmitter for the Station (the “**Building**”); and

**WHEREAS**, Lessor and Lessee desire to enter into a written agreement setting forth the terms and conditions under which Lessee shall lease space on the Tower and necessary Building space to operate its Station located on the premises;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants of the parties, and other good and valuable consideration, is hereby agreed as follows:

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2. **TERM.** The term hereof shall commence as of the date of this Agreement and shall continue for a period of **Ten (10)** years and shall be renewed automatically on the anniversary of

the date of this Lease for successive **Ten (10)** year terms, unless either party notifies the other, in writing, at least one hundred twenty (120) days prior to the expiration of the lease period, of its intent to terminate the Lease.

3. **CONSIDERATION.** As consideration for this Lease, Lessee shall pay the following amount: **FIVE HUNDRED DOLLARS (\$500.00)** per year, to be paid by November 1<sup>st</sup> of each year. All lease payments shall be made to Lessor at: **505 Sims Street, Truth or Consequences, New Mexico 8701.**

4. **UTILITIES.** Lessee shall be responsible for its proportionate share of all electricity, water, heat, telephone and janitorial service for the transmitter building located on the premises.

5. **ANTI-NUISANCE.** All parties hereto agree that they will not commit any nuisance on the property or allow any dangerous or combustible materials to be stored thereon.

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c) Lessor shall cause all current and future tenants to comply with the Radio Frequency Radiation standards or regulations in general and in 6(a) specifically.

7. **ADDITIONAL LESSEES.** Lessor may, in its sole discretion, permit the antennas, transmitters, and other equipment of other parties and entities to be installed on the Tower or in the Building. If any other antennas, of any kind whatsoever, owned by parties other than Lessor or Lessee are subsequently mounted on the Tower, Lessor shall take reasonable steps to insure the operation of such new antennas will not interfere with the Equipment of the Lessee. To this end, Lessor agrees that any lease between Lessor and such third party shall provide that if such interference is caused, as determined below, Lessor shall require the operator of such antenna to cease or modify its operation until such interference problem is corrected. In the event of any claim by Lessee, disputed by Lessor, of interference from such other antennas to Lessee, Lessor and Lessee shall each select an expert of its choice, and those two (2) experts shall choose a third expert, and the decision of a majority of the expert panel shall be final and binding. Compensation of the experts shall be paid equally by Lessor and Lessee.

8. **FORCE MAJEURE.** Lessor shall not be liable to Lessee for any damage resulting from any interruption in the transmission or use of the Equipment of Lessee due to acts of God, war, strikes, vandalism, power failures, required maintenance and repair, acts of other lessees on the Tower, the acts of persons not under the control and supervision of Lessor, or any other reason beyond the control of Lessor, Lessee shall only be entitled to a pro-rata abatement in the monthly fee in the event of any interruption in excess of twenty-four (24) hours of the transmission or use of facilities of Lessee due to said causes.

9. **DESTRUCTION OR CONDEMNATION.** If the Building or the Tower is damaged, destroyed, condemned or transferred in lieu of condemnation, either Lessor or Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving written notice to the other party no more than thirty days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

10. **ALTERATIONS.** Lessee shall not construct, demolish, or alter any improvements on the premises without the prior written consent of Lessor.

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13. **USE OF PREMISES.** Lessee or its agents may have free access to said premises for the purpose of operation, inspection, maintenance, and repair of the Station and its related equipment.

14. **SURRENDER.** On expiration or termination of this Agreement, Lessee shall surrender the premises in the same condition as at commencement of the term, subject to the reasonable wear and tear from ordinary use and damage by the elements.

15. **NOTICES.** Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated below or to such address as either party may specify by notice to the other.

If to Lessor: **Renee Cantin, Acting City Manager, Truth or Consequences  
505 Sims  
Truth or Consequences, New Mexico 87901**

If to Lessee: **KOB-TV, LLC  
4 Broadcast Plaza SW  
Albuquerque, NM 87104  
Attention: General Manager**

16. **SUCCESSORS.** This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

17. **INTEGRATION.** This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties relating to the subject matter of this Agreement, and no representations or understandings not expressly set forth herein shall have any effect. Any modification to this Agreement must be in writing and signed by both parties hereto.

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

**LESSOR:**

**CITY OF TRUTH OR CONSEQUENCES**

**By:**

\_\_\_\_\_  
**RENEE CANTIN, ACTING CITY MANAGER**

**LESSEE:**

**KOB-TV, LLC**

**By:**

\_\_\_\_\_  
**MICHELLE DONALDSON, VICE PRESIDENT**



## **AGREEMENT FOR TOWER LEASE**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the **CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO** (“**Lessor**”), and **KASA – Albuquerque** (“**Lessee**”).

**WHEREAS**, Lessor holds the right to use and occupy a site on Mud Mountain, Sierra County, New Mexico, under the terms of a \_\_\_\_\_ between \_\_\_\_\_ and the Lessor (the “**Land**”).

**WHEREAS**, Lessor is the owner of a tower located on the Land, which is the antenna site for Lessee’s Television Translator Station K29LC-D (the “**Station**”) and is suitable for the mounting and supporting of additional antennas (the “**Tower**”);

**WHEREAS**, Lessor is the owner of a building located on the foregoing real property which is used to house the transmitter for the Station (the “**Building**”); and

**WHEREAS**, Lessor and Lessee desire to enter into a written agreement setting forth the terms and conditions under which Lessee shall lease space on the Tower and necessary Building space to operate its Station located on the premises;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants of the parties, and other good and valuable consideration, is hereby agreed as follows:

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2. **TERM.** The term hereof shall commence as of the date of this Agreement and shall continue for a period of **Ten (10)** years and shall be renewed automatically on the anniversary of

the date of this Lease for successive **Ten (10)** year terms, unless either party notifies the other, in writing, at least one hundred twenty (120) days prior to the expiration of the lease period, of its intent to terminate the Lease.

3. **CONSIDERATION.** As consideration for this Lease, Lessee shall pay the following amount: **FIVE HUNDRED DOLLARS (\$500.00)** per year, to be paid by November 1<sup>st</sup> of each year. All lease payments shall be made to Lessor at: **505 Sims Street, Truth or Consequences, New Mexico 8701.**

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6. **RADIO FREQUENCY RADIATION ("RF Radiation").** Lessor and Lessee shall each conduct its activities from the Tower in compliance with any existing or hereafter imposed standards or regulations regarding maximum RF radiation levels in non-ionizing bands.

a) Lessee warrants that it has obtained proper licenses from the Federal Communication Commission to operate the Station.

b) Lessee shall not allow any workmen to climb on the Tower at any time while transmitting without first reducing power levels to that acceptable regarding RF radiation levels. Lessor shall not allow any workmen to climb on Tower without prior notification to Lessee to power down to acceptable RF levels. Prior to any work being done on the Tower on its behalf, Lessee will provide notice to Lessor and mutually determine an acceptable time for the work to occur. Except for emergency repairs, it is agreed that inspection, repair and servicing by Lessor or any other tenants shall be done during hours that will interfere minimally with Lessee's transmission operations.

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505 Sims  
Truth or Consequences, New Mexico 87901**

If to Lessee: **KASA - Albuquerque**

\_\_\_\_\_  
\_\_\_\_\_

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**CITY OF TRUTH OR CONSEQUENCES**

**By:**

\_\_\_\_\_  
**RENEE CANTIN, ACTING CITY MANAGER**

**LESSEE:**

**KASA – Albuquerque**

**By:**

\_\_\_\_\_

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505 Sims  
Truth or Consequences, New Mexico 87901**

If to Lessee: **KRQE - Albuquerque**

\_\_\_\_\_  
\_\_\_\_\_

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**LESSOR:**

**CITY OF TRUTH OR CONSEQUENCES**

**By:**

**RENEE CANTIN, ACTING CITY MANAGER**

**LESSEE:**

**KRQE – Albuquerque**

**By:**



I.3

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

**ITEM:**

Live/Work Special Use Permits on Commercial Buildings

**BACKGROUND:**

Related to recent Special Use Permits for live/work abilities on Commercial Buildings, Mayor Green would like to discuss details for future requests.

**STAFF RECOMMENDATION:**

None.

**SUPPORT INFORMATION:**

None.



J.1

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

**ITEM:**

AWARD – ITB: 18-19-003 WELL NO. 8 REHABILITATION PROJECT

**BACKGROUND:**

Bid Opening was held on Tuesday, September 25, 2018 at 2:00 p.m. We received 3 bids for this project.

**STAFF RECOMMENDATION:**

Wilson & Company (see attached) is recommending to award bid to HydroGeologic Services, Inc.

**SUPPORT INFORMATION:**

Wilson & Company's Award letter of recommendation and bid tabulation.

Submitted by: Pat A. Wood, CPO

Department: Finance

Meeting date: 10/24/2018 [Click here to enter date](#)



414 N. Main Street  
Las Cruces, NM 88001  
575-527-9257 phone  
575-527-9258 fax

Alaska  
Arizona  
California  
Colorado  
Kansas  
Louisiana  
Minnesota  
Missouri  
Nebraska  
New Mexico  
Texas  
Utah

September 27, 2018

Arnie Castaneda  
City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901

Re: **Construction Contract Award Recommendation**  
Project: **T or C Well No. 8 Rehabilitation Project**

Dear Mr. Castaneda,

A bid open conference for the above referenced project was held on September 25, 2018 at 2:00 pm local time. The following table represents the three (3) bids received.

BIDDER	BID TOTAL (including NMGRT)
HydroGeologic Services, Inc.	\$100,069.55
Rodgers & Company	\$100,791.08
Maverick Drilling, Inc.	\$110,528.82

The apparent low responsive bid was submitted by HydroGeologic Services, Inc. (HGS) Their bid submission has met the required criteria of bid responsibility and contained no mathematical errors.

It is my understanding that the low bid amount is within the City's Budget for this project.

HGS is in good standing with New Mexico Construction Industries. They are registered with the NM Department of Workforce Solutions and hold a current Well Driller license with the NM Office of the State Engineer. Additionally, HGS' Bid Bond Surety Company is licensed and authorized to do business in the State of New Mexico.

Wilson and Company, has performed a certified bid evaluation and is recommending consideration to award the Well No 8 Rehabilitation Contract to HydroGeologic Services, Inc in the amount of \$100,069.55 including NMGRT. A complete bid tabulation is attached for your reference. Please feel free to call me at 505-715-2541 or 505-348-4070 with any questions.

WILSON & COMPANY

Mario Juarez-Infante, PE  
Vice President

- Attachments: 1) Bid Tabulation  
2) Licensing & NMDWS Registration  
3) Well Drillers License Certificate  
4) Certified Listing of Bonding Companies & Bid Security Review Form

Wilson & Company, Inc. Engineering & Architecture



Project: T or C Well No. 8 Rehabilitation Project  
 ITB : 18-19-003  
 Engineer: Wilson & Company  
 Owner: City of Truth or Consequences

BID TABULATION - 09/26/2018				HydroGeologic Services, Inc.		Rodgers & Company		Maverick Drilling, Inc.	
BID ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
Base Bid Items									
1	Mobilization	LS	1	\$7,380.00	\$7,380.00	\$15,750.00	\$15,750.00	\$3,000.00	\$3,000.00
2	Brushing and bailing to remove the bulk of the buildup prior to Acidizing	Hrs	24	\$225.00	\$5,400.00	\$225.00	\$5,400.00	\$250.00	\$6,000.00
3	Acid swabbing	Hrs	36	\$225.00	\$8,100.00	\$225.00	\$8,100.00	\$558.33	\$20,099.88
4	Remove acid byproduct, contaminated water, and dissolved materials	LS	1	\$9,000.00	\$9,000.00	\$9,500.00	\$9,500.00	\$9,200.00	\$9,200.00
5	Chlorinate Well	LS	1	\$1,750.00	\$1,750.00	\$1,350.00	\$1,350.00	\$1,000.00	\$1,000.00
6	Preform Video Inspection	LS	1	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$800.00	\$800.00
7	Re-chlorinate Well	LS	1	\$1,750.00	\$1,750.00	\$2,700.00	\$2,700.00	\$1,000.00	\$1,000.00
8	Owners allowance	Allowance	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
9	Demobilization	LS	1	\$7,380.00	\$7,380.00	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00
Base Bid Subtotal					\$49,910.00		\$53,700.00		\$49,599.88
Additive Alternative Items									
1	Purchase New- Line shaft turbine pump with threaded column as per the specification sheet, issued via Addendum No. 1. This equipment shall be equal to the original pump specifications. The motor shall be provided by owner. Contractor is responsible for mating the motor to the new threaded column.	LS	1	\$29,935.00	\$29,935.00	\$29,395.00	\$29,395.00	\$38,920.00	\$38,920.00
2	Inspect all well house electrical panels & electrical components and submit diagnostic report to owner	LS	1	\$2,895.00	\$2,895.00	\$2,500.00	\$2,500.00	\$4,650.00	\$4,650.00
3	Install owner provided motor, new line shaft turbine threaded column, all fittings and electrical components needed to start the well	LS	1	\$7,850.00	\$7,850.00	\$4,800.00	\$4,800.00	\$5,850.00	\$5,850.00
4	Startup of system, run and monitor well for 8 hours using the existing meter.	LS	1	\$1,640.00	\$1,640.00	\$2,500.00	\$2,500.00	\$2,850.00	\$2,850.00
Additive Alternative Bid Subtotal					\$42,320.00		\$39,195.00		\$52,270.00
SUBTOTAL					\$92,230.00		\$92,895.00		\$101,869.88
NMGR @ 8.50%					\$7,839.55		\$7,896.08		\$8,658.94
TOTAL + NMGR					\$100,069.55		\$100,791.08		\$110,528.82

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **HYDROGEOLOGIC SERVICES, INC**  
**PERMANENT LICENSE #382181**

*Located at:* **3700 EDITH BLVD NW, ALBUQUERQUE, NM 87107**

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

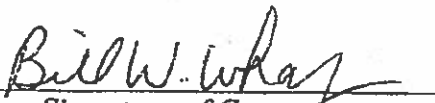
**GB-98**

*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**05/16/2014**

  
Signature of Contractor

  
Pat McMurray  
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT BUSINESS CERTIFICATE

Issued to: **HYDROGEOLOGIC SERVICES INC.**

DBA: **HYDROGEOLOGIC SERVICES INC**  
**PO BOX 94716**  
**ALBUQUERQUE, NM 87199-4716**

Expires: **01-Apr-2018**

Certificate Number:

**L0408109008**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



# ***Certificate of Contractor Registration***



This is to certify that

**HydroGeologic Services, Inc.**

3700 EDITH BLVD NE

ALBUQUERQUE, NM, 87107-2218

has registered with the Department of Workforce Solutions

**Registration Date: 1/16/2017**

**Registration Number: 0099220051008**

**This certificate does not show the current status of the company.  
To see the current status for this company please go to the Public Works  
and Apprenticeship Application (PWAA) at  
<https://www.dws.state.nm.us/pwaa>**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE, Suite 3000, Albuquerque, NM 87102, (505) 841-4400



## WELL DRILLER LICENSE

Below is your well driller license. Please carry the license with you when you are managing the on-site operations at a drill site. Each well driller, when conducting well drilling activities within the state of New Mexico, shall have his identification card available for inspection upon request.

The licensed well driller is responsible for the actions of each drill rig supervisor that he directs to provide onsite supervision of well drilling activities. For each well drilled, the well driller shall complete a well record and submit it to the Office of the State Engineer within twenty days of well completion.

To maintain your license as a well driller, you must complete a minimum of eight continuing education hours approved by the state engineer during each two year license period. At least two hours of the continuing education shall be specific to regulatory requirements regarding well drilling in the state of New Mexico. To view a list of approved courses, please visit: [www.ose.state.nm.us](http://www.ose.state.nm.us)

**Note** – Card folds over butterfly style with clean adhesive to create an 11 mil card. Carry this card with you when you are conducting well drilling activities within New Mexico. The card may be laminated for additional durability.

The person listed on the front of this card is licensed as a well driller by the Office of the State Engineer and may supervise the drilling and construction of wells in New Mexico. Each well driller, when managing well drilling activities, shall have this license available for inspection upon request.

For additional information contact the Office of the State Engineer at (505) 827-6120 in Santa Fe, or [www.ose.state.nm.us](http://www.ose.state.nm.us)

NEW MEXICO OFFICE OF THE STATE ENGINEER

### WELL DRILLER LICENSE

Name: **BILL W. WHALEY**

Expiration: **MARCH 31, 2019**

Company: **HYDROGEOLOGIC SERVICES, INC.**

License No: **WD-1472**

ADDITIONAL INFORMATION ON BACK

**Western National Mutual Insurance Company (NAIC #15377)**

BUSINESS ADDRESS: P.O. BOX 1463, MINNEAPOLIS, MN 55440. PHONE: (952) 835-5350.  
 UNDERWRITING LIMITATION b/: \$46,998,000. SURETY LICENSES c/f/: AK, AZ, AR, CA, CO, DE, ID, IL, IN, IA, KS, KY, MD, MI, MN, MO, MT, NE, NV, NJ, NM, ND, OH, OK, OR, PA, RI, SD, TX, UT, WA, WI, WY.  
 INCORPORATED IN: Minnesota.

**Western Surety Company (NAIC #13188)**

BUSINESS ADDRESS: 151 N. FRANKLIN ST., CHICAGO, IL 60606. PHONE: (312) 822-5000.  
 UNDERWRITING LIMITATION b/: \$151,958,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: South Dakota.

**Westfield Insurance Company (NAIC #24112)**

BUSINESS ADDRESS: P. O. Box 5001, Westfield Center, OH 44251 - 5001. PHONE: (330) 887-0101.  
 UNDERWRITING LIMITATION b/: \$127,843,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, ND, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

**Westfield National Insurance Company (NAIC #24120)**

BUSINESS ADDRESS: P. O. Box 5001, Westfield Center, OH 44251 - 5001. PHONE: (330) 887-0101.  
 UNDERWRITING LIMITATION b/: \$31,722,000. SURETY LICENSES c/f/: AL, AZ, AR, CA, CO, DE, FL, GA, IL, IN, IA, KY, MD, MI, MN, NM, NC, ND, OH, OK, PA, SC, SD, TN, TX, VA, WV, WI. INCORPORATED IN: Ohio.

**Westport Insurance Corporation (NAIC #39845)**

BUSINESS ADDRESS: 5200 METCALF AVENUE, OVERLAND PARK, KS 66202 - 1391. PHONE: (913) 676-5200. UNDERWRITING LIMITATION b/: \$121,403,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.  
 INCORPORATED IN: Missouri.

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**X****XL Reinsurance America Inc. (NAIC #20583)**

BUSINESS ADDRESS: 70 SEAVIEW AVENUE, STAMFORD, CT 06902. PHONE: (203) 964-5200.  
 UNDERWRITING LIMITATION b/: \$173,303,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

**XL Specialty Insurance Company (NAIC #37885)**

BUSINESS ADDRESS: 70 SEAVIEW AVENUE, STAMFORD, CT 06902. PHONE: (203) 964-5200.  
 UNDERWRITING LIMITATION b/: \$31,352,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Delaware.

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**Z****Zurich American Insurance Company (NAIC #16535)**

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/: \$694,296,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.  
 INCORPORATED IN: New York.

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**Fiscal Service Websites**

TreasuryDirect.gov  
 Administrative Resource Center (ARC)

**Other Treasury Bureaus**

The Alcohol and Tobacco Tax and Trade Bureau  
 Bureau of Engraving & Printing

**Other Government Websites**

USA.gov  
 USAJOBS.gov  
 GPM.gov



J.2

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

**ITEM:**

Approval of Quarterly Budget Report Submission to DFA – 1st Quarter, July 1, 2018 to September 30, 2018

**BACKGROUND:**

Required reporting to DFA on a quarterly basis

**STAFF RECOMMENDATION:**

Finance Documents as presented.

**SUPPORT INFORMATION:**

Finance presentation.

# CITY OF TRUTH OR CONSEQUENCES FYE 2019 — FINANCIAL REPORT



July 1, 2018 through Sept 30, 2018

# General & Enterprise Fund Revenue

## FYE 19 — 1<sup>st</sup> Quarter

Fund	REVENUE	Budget	Revenue	Total	Mo.%	%Rev.	YTD % over/under
101	General Fund	\$ 3,475,317.00	\$ 957,989.22	\$ 957,989.22	25.00%	27.57%	-2.57%
295	Municipal Pool	\$ 16,400.00	\$ 5,374.00	\$ 5,374.00	25.00%	32.77%	-7.77%
501	Cemetery	\$ 10,600.00	\$ 5,405.26	\$ 5,405.26	25.00%	50.93%	-25.93%
502	Utility Office	\$ 60,407.00	\$ 13,196.39	\$ 13,196.39	25.00%	21.85%	3.15%
503	Electric Division	\$ 6,779,498.00	\$ 1,956,351.00	\$ 1,956,351.00	25.00%	28.86%	-3.86%
504	Water Division	\$ 1,019,748.00	\$ 282,659.22	\$ 282,659.22	25.00%	27.72%	-2.72%
505	Solid Waste	\$ 1,582,907.00	\$ 374,931.82	\$ 374,931.82	25.00%	23.69%	1.31%
506	Waste Water	\$ 1,119,920.00	\$ 290,718.07	\$ 290,718.07	25.00%	25.96%	-0.96%
507	Transfer Station	\$ 589,413.00	\$ 146,280.88	\$ 146,280.88	25.00%	24.82%	0.18%
508	Golf Course	\$ 30,300.00	\$ 5,925.89	\$ 5,925.89	25.00%	19.56%	5.44%
509	Airport	\$ 179,050.00	\$ 67,254.46	\$ 67,254.46	25.00%	37.56%	-12.56%



# General & Enterprise Fund Expenditures

## FYE 19 — 1<sup>st</sup> Quarter

Fund/Dept	EXPENDITURES	Budget	Personnel	Operating	Total	Mo.%	%Exp.	YTD % over/under
1000	Gov. Body	\$ 174,317.00	\$ 8,235.24	\$ 29,635.61	\$ 37,870.85	25.00%	21.73%	3.27%
1001	City Clerk	\$ 180,249.00	\$ 26,651.48	\$ 5,050.65	\$ 31,702.13	25.00%	17.97%	7.03%
1002	Municipal Court	\$ 234,684.00	\$ 41,318.70	\$ 9,488.91	\$ 50,807.61	25.00%	21.87%	3.13%
1003	City Manager	\$ 257,722.00	\$ 95,209.09	\$ 24,026.84	\$ 119,235.93	25.00%	46.48%	-21.48%
1004	Finance	\$ 489,240.00	\$ 71,838.08	\$ 54,403.02	\$ 126,241.10	25.00%	26.09%	-1.09%
1005	Vol. Fire Dept.	\$ 21,500.00	\$ -	\$ 21,500.00	\$ 21,500.00	25.00%	100.00%	-75.00%
1007	Police	\$ 1,378,518.00	\$ 229,867.62	\$ 56,304.83	\$ 286,172.45	25.00%	20.96%	4.04%
1008	Codes/Animal	\$ 363,558.00	\$ 52,980.23	\$ 7,596.42	\$ 60,576.65	25.00%	17.53%	7.47%
1009	Recreation	\$ 280,461.00	\$ 28,353.75	\$ 12,270.19	\$ 40,623.94	25.00%	14.81%	10.19%
1010	Comm. Dev.	\$ 224,422.00	\$ 22,858.52	\$ 2,411.00	\$ 25,271.22	25.00%	11.49%	13.51%
1011	Street	\$ 389,800.00	\$ 61,266.29	\$ 377.82	\$ 61,644.11	25.00%	15.81%	9.19%
1012	Fleet	\$ 133,111.00	\$ 27,729.64	\$ 1,549.85	\$ 29,279.49	25.00%	22.30%	2.70%
1014	Facilities	\$ 516,162.00	\$ 77,437.44	\$ 33,649.19	\$ 111,086.63	25.00%	22.80%	2.20%
1016	Library	\$ 208,337.00	\$ 38,932.11	\$ 432.12	\$ 39,364.23	25.00%	19.18%	5.82%
1017	Hospital GRT Dist.	\$ 200,000.00	\$ -	\$ 63,592.10	\$ 63,592.10	25.00%	31.80%	-6.80%
1018	Ins. & Utilities	\$ 191,600.00	\$ -	\$ 77,051.48	\$ 77,051.48	25.00%	40.21%	-15.21%
<b>101</b>	<b>General Fund</b>	<b>\$ 5,243,681.00</b>	<b>\$ 782,678.19</b>	<b>\$ 399,341.73</b>	<b>\$ 1,182,019.92</b>	<b>25.00%</b>	<b>22.88%</b>	<b>2.12%</b>
295	Municipal Pool	\$ 222,996.00	\$ 21,228.62	\$ 16,168.97	\$ 37,397.59	25.00%	17.52%	7.48%
501	Cemetery	\$ 11,000.00	\$ -	\$ 1,699.51	\$ 1,699.51	25.00%	15.45%	9.55%
502	Utility Office	\$ 471,354.00	\$ 62,134.57	\$ 37,476.23	\$ 99,610.80	25.00%	21.81%	3.19%
503	Electric Division	\$ 4,896,658.00	\$ 90,911.03	\$ 1,255,494.58	\$ 1,346,405.61	25.00%	28.50%	-3.50%
504	Water Division	\$ 736,787.00	\$ 69,218.27	\$ 133,806.44	\$ 203,024.71	25.00%	31.20%	-6.20%
505	Solid Waste	\$ 1,394,672.00	\$ 104,704.28	\$ 127,287.87	\$ 231,992.15	25.00%	30.26%	-5.26%
506	Waste Water	\$ 848,625.00	\$ 74,978.89	\$ 103,135.71	\$ 178,114.60	25.00%	37.76%	-12.76%
507	Transfer Station	\$ 698,435.00	\$ -	\$ 96,861.87	\$ 96,861.87	25.00%	13.87%	11.13%
508	Golf Course	\$ 150,300.00	\$ -	\$ 36,625.24	\$ 36,625.24	25.00%	24.37%	0.63%
509	Airport	\$ 274,181.00	\$ 21,464.82	\$ 73,920.43	\$ 95,385.25	25.00%	34.97%	-9.97%

# Special Revenue Fund Revenue & Expenditures

## FYE 19 — 1<sup>st</sup> Quarter

Fund	REVENUE	Budget	Revenue	Total	Mo.%	%Rev.	YTD % over/under
201	Corrections	\$ 14,115.00	\$ 2,363.00	\$ 2,363.00	25.00%	16.74%	8.26%
209	State Fire	\$ 289,685.00	\$ 119,119.48	\$ 119,119.48	25.00%	41.12%	-16.12%
211	LEPF	\$ 27,800.00	\$ 25,400.00	\$ 25,400.00	25.00%	91.37%	-66.37%
214	Lodger's Tax	\$ 352,358.00	\$ 83,718.99	\$ 83,718.99	25.00%	23.76%	1.24%
216	Municipal Street	\$ 350,490.00	\$ 95,602.00	\$ 95,602.00	25.00%	27.28%	-2.28%
217	Recreation	\$ 35.00	\$ 1.21	\$ 1.21	25.00%	3.46%	21.54%
293	Veterans Wall Perp	\$ 4,000.00	\$ -	\$ -	25.00%	0.00%	25.00%
294	State Library	\$ 34,005.00	\$ 535.14	\$ 535.14	25.00%	1.57%	23.43%
296	PD GRT	\$ 75,200.00	\$ 17,732.14	\$ 17,732.14	25.00%	23.58%	1.42%
Fund	EXPENDITURES	Budget	Operating	Total	Mo.%	%Exp.	over/under
201	Corrections	\$ 36,200.00	\$ 9,864.00	\$ 9,864.00	25.00%	27.25%	-2.25%
209	State Fire	\$ 777,187.00	\$ 33,495.95	\$ 33,495.95	25.00%	4.66%	20.34%
211	LEPF	\$ 27,800.00	\$ 2,296.04	\$ 2,296.04	25.00%	27.99%	-2.99%
214	Lodger's Tax	\$ 279,881.00	\$ 44,034.93	\$ 44,034.93	25.00%	18.61%	6.39%
216	Municipal Street	\$ 500,715.00	\$ 17,895.84	\$ 17,895.84	25.00%	8.14%	16.86%
217	Recreation	\$ 42,000.00	\$ 726.48	\$ 726.48	25.00%	1.73%	23.27%
293	Veterans Wall Perp	\$ 400.00	\$ -	\$ -	25.00%	0.00%	25.00%
294	State Library	\$ 34,005.00	\$ 623.93	\$ 623.93	25.00%	1.83%	23.17%
296	PD GRT	\$ 130,000.00	\$ -	\$ -	25.00%	0.00%	25.00%



# Capital Projects Fund Revenue & Expenditures

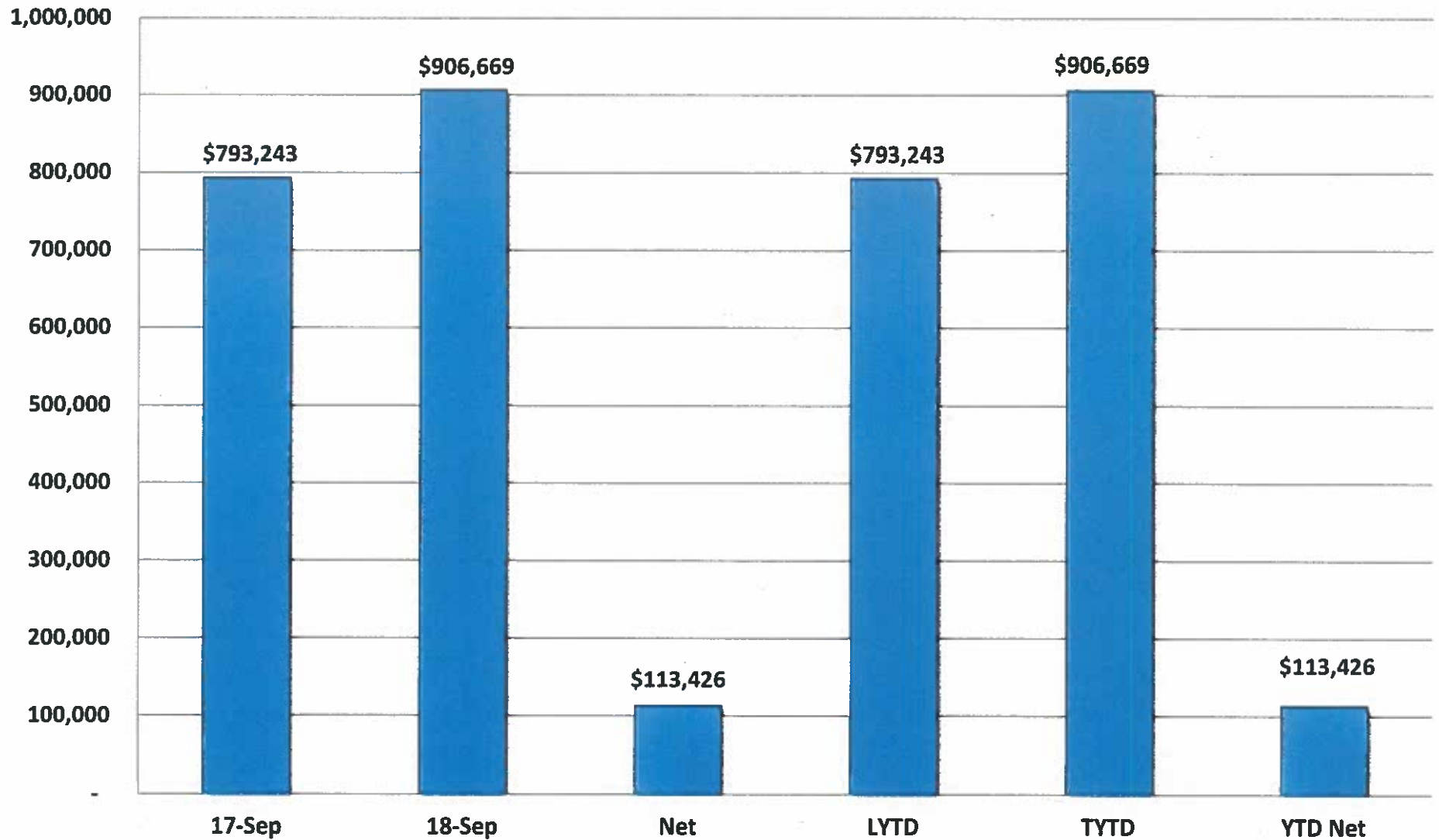
## FYE 19 — 1<sup>st</sup> Quarter

Fund	REVENUE	Budget	Revenue	Total	Mo.%	%Rev.	YTD % over/under
301	Impact Fees	\$ 108.00	\$ 3,771.56	\$ 3,771.56	25.00%	3492.19%	-3467.19%
302	Electric Construction	\$ 2,070.00	\$ 17.10	\$ 17.10	25.00%	0.83%	24.17%
303	Veterans Wall	\$ 58,776.00	\$ 16,639.00	\$ 16,639.00	25.00%	28.31%	-3.31%
305	CI General	\$ 80.00	\$ 2.03	\$ 2.03	25.00%	2.54%	22.46%
306	CI Jt Util	\$ 551,241.00	\$ 88,888.82	\$ 88,888.82	25.00%	16.13%	8.87%
309	USDA WWTP	\$ 4,532,055.00	\$ 29,121.40	\$ 29,121.40	25.00%	0.64%	24.36%
311	R&R Sewer	\$ 500.00	\$ 127.66	\$ 127.66	25.00%	25.53%	-0.53%
312	R&R Airport	\$ 49,013.00	\$ 7,132.00	\$ 7,132.00	25.00%	14.55%	10.45%
313	R&R Water	\$ 445.00	\$ 0.23	\$ 0.23	25.00%	0.05%	24.95%
314	CDBG	\$ 150,000.00	\$ 323,565.47	\$ 323,565.47	25.00%	215.71%	-190.71%
Fund	EXPENDITURES	Budget	Operating	Total	Mo.%	%Exp.	over/under
301	Impact Fees	\$ -	\$ -	\$ -	25.00%	0.00%	25.00%
302	Electric Construction	\$ 538,973.00	\$ -	\$ -	25.00%	9.13%	15.87%
303	Veterans Wall	\$ 64,036.00	\$ 18,597.94	\$ 18,597.94	25.00%	67.22%	-42.22%
305	CI General	\$ 12,000.00	\$ 8,862.12	\$ 8,862.12	25.00%	73.85%	-48.85%
306	CI Jt Util	\$ 1,003,009.00	\$ 328,951.86	\$ 328,951.86	25.00%	32.80%	-7.80%
309	USDA WWTP	\$ 4,615,000.00	\$ 34,034.78	\$ 34,034.78	25.00%	0.74%	24.26%
311	R&R Sewer	\$ -	\$ -	\$ -	25.00%	0.00%	25.00%
312	R&R Airport	\$ 70,014.00	\$ 2,086.53	\$ 2,086.53	25.00%	2.98%	22.02%
313	R&R Water	\$ 3,000.00	\$ -	\$ -	25.00%	0.00%	25.00%
314	CDBG	\$ 150,000.00	\$ -	\$ -	25.00%	0.00%	25.00%

# GRT — 5-year Comparison

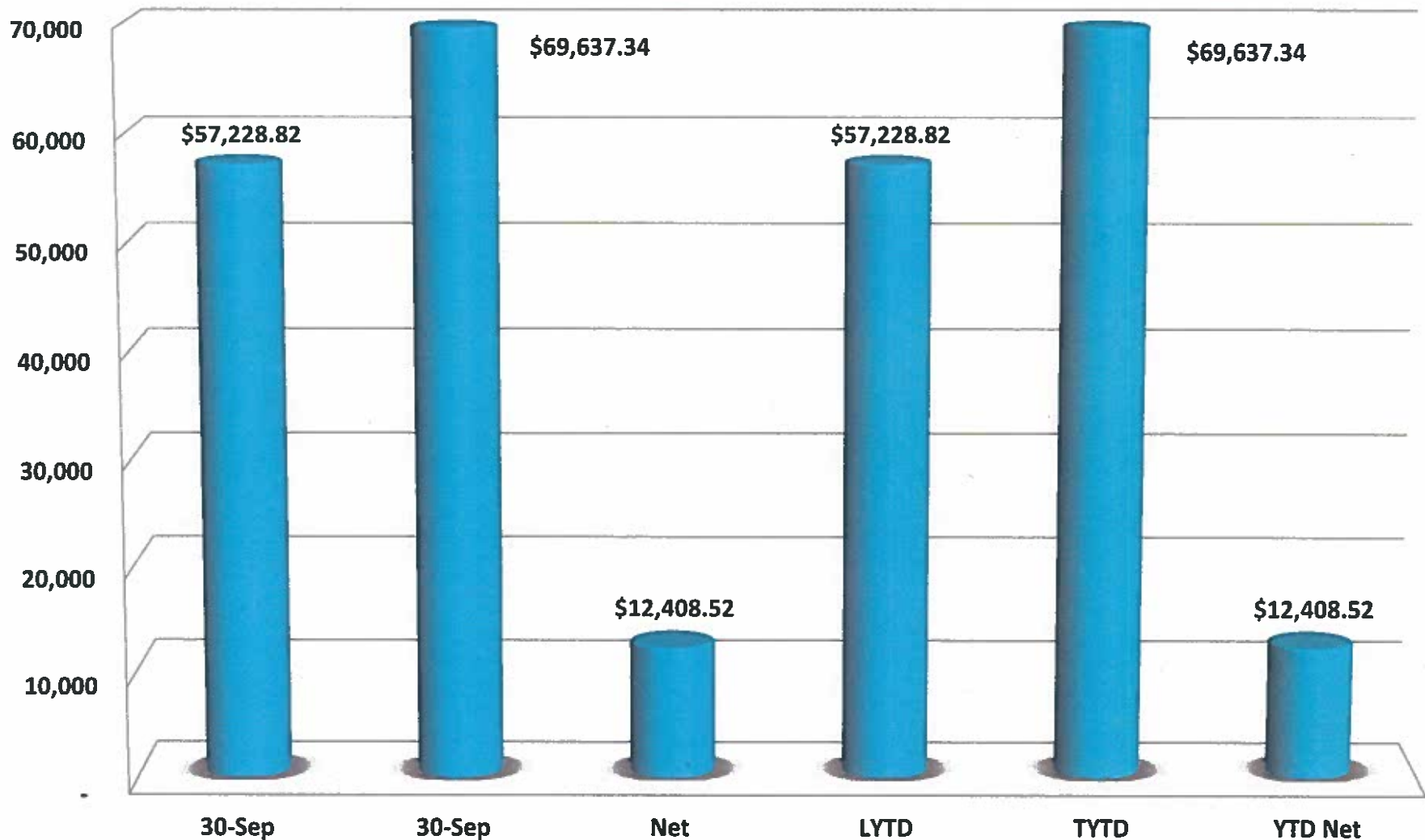
	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
July	\$ 228,948.47	\$ 288,059.26	\$ 229,564.35	\$ 333,796.98	\$ 256,101.73	\$ 361,516.21
Aug	\$ 223,005.12	\$ 265,425.34	\$ 230,566.56	\$ 354,407.19	\$ 281,905.59	\$ 285,401.28
Sept	\$ 202,275.53	\$ 246,125.55	\$ 266,770.50	\$ 360,216.14	\$ 255,235.32	\$ 259,751.18
Oct	\$ 254,584.00	\$ 282,146.10	\$ 223,127.38	\$ 331,511.40	\$ 263,616.54	\$ -
Nov	\$ 215,986.75	\$ 219,263.23	\$ 224,882.18	\$ 321,318.88	\$ 234,894.97	\$ -
Dec	\$ 214,376.70	\$ 277,103.06	\$ 228,179.91	\$ 245,672.13	\$ 219,408.22	\$ -
Jan	\$ 203,186.20	\$ 196,312.66	\$ 211,757.68	\$ 357,021.10	\$ 229,230.60	\$ -
Feb	\$ 283,700.57	\$ 255,575.73	\$ 282,034.54	\$ 311,328.08	\$ 274,373.58	\$ -
Mar	\$ 219,370.40	\$ 205,249.27	\$ 263,118.36	\$ 267,279.72	\$ 276,417.98	\$ -
April	\$ 236,604.55	\$ 213,003.12	\$ 373,675.39	\$ 300,974.90	\$ 241,946.54	\$ -
May	\$ 250,209.41	\$ 264,986.00	\$ 298,425.50	\$ 292,276.44	\$ 301,853.08	\$ -
June	\$ 255,182.13	\$ 227,318.20	\$ 234,903.01	\$ 245,812.92	\$ 246,634.17	\$ -
Totals	\$ 2,787,429.83	\$ 2,940,567.52	\$ 3,067,005.36	\$ 3,721,615.88	\$ 3,081,618.32	\$ 906,668.67
1st Qtr	\$ 654,229.12	\$ 799,610.15	\$ 726,901.41	\$ 1,048,420.31	\$ 793,242.64	\$ 906,668.67
					\$ 3,081,618.32	\$ 906,668.67
						\$ (2,174,949.65)

# Prior vs. Current GRT 1st Qtr. & YTD Comparison



# Prior vs. Current Lodgers' Tax Revenue

## Month & YTD Comparison





J.3

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

**ITEM:**

Marketing Campaign for Truth or Consequences

**BACKGROUND:**

Mayor Green would like to discuss a Marketing Campaign for Truth or Consequences.

**STAFF RECOMMENDATION:**

None.

**SUPPORT INFORMATION:**

None.